05/09/2024
1499-01
23-MED-02-0092
44249

MASTER

AGREEMENT

between the

West Branch Board of Education and the

West Branch Education Association

Effective Dates

July 1, 2023 — June 30, 2026

TABLE OF CONTENTS

PAGE

ARTICLE I. RECOGNITION 1
- A. Statement of Recognition 1
- B. Definition of Bargaining Unit 1
- C. Definitions 3
- D. Association Rights 4

ARTICLE II NEGOTIATIONS PROCEDURE 6
- A. Initiation of Negotiations 6
- B. Scope of Negotiations 6
- C. Meetings 7
- D. Agreement 8
- E. Dispute Settlement Procedure 8
- F. School Board Authority 8
- G. No Reprisals 9

ARTICLE III. GRIEVANCE PROCEDURE 9
- A. General 9
- B. Definitions 9
- C. Procedure 10
- D. Expedition of Grievances 11
- E. Record Keeping 11
- F. Rights to Representation 12

ARTICLE IV. LEAVES 12
- A. Sick Leave 12
- B. Sick Leave Bank 13
- C. Personal Leave 15
- D. Professional Leave 16
- E. Special Assignment of Personnel 18
- F. Jury Duty/Court Leave 19
- G. Leave of Absence Without Pay 19
- H. Sabbatical Leave 20
- I. Assault Leave 21
- J. Family Medical Leave Act 22

ARTICLE V. RIGHTS AND RESPONSIBILITIES 22
- A. When Substitutes Are Needed 22
- B. In-Service Training 23
- C. Parent-Teacher Conferences 23
- D. School Day and School Year 23
- E. Duties and Miscellaneous Rules for Teachers 25
- F. Personnel Files 26
- G. Teacher/Counselor Evaluation 27
- H. Posting of Vacancies 30

I. Assignment and Transfer 31
J. Reduction in Force 31
K. Teacher Dress Code 36
L. Continuing and Limited Contracts 36
M. Certification/Licensure 37
N. Local Professional Development Committee 38
O. Work Assignments 38
P. Parental Complaint Procedure Concerning a Bargaining Unit Member 38
Q. Fair Dismissal 39
R. Concordance Btwn West Branch Education Association and West Branch Board of Education 39

ARTICLE VI. SALARY 40
A. Salary Schedule Placement 40
B. Mileage Reimbursement 40
C. Pay Schedule 41
D. Deductions 41
E. Salary Schedules 42
F. Supplemental Contracts 43
G. Advanced Placement/College Credit Plus Instructors 46
H. Severance Pay 47
I. Insurance 48
J. Worker's Compensation 50
K. Complimentary Pass/Ticket Policy 50
L. STRS 50
M. Attendance Incentive 50
N. Bargaining Unit Members' Children Attend Tuition-Free 51
O. College Tuition Reimbursement 51
P. Moving Allowance 51

ARTICLE VII. WORKING CONDITIONS 52
A. Notice of Student Disability 52
B. Duties 52
C. Assignment of Aides 53
D. Access 53
E. Master Key Fob 53
F. Class Size 54
G. Equipment for Curriculum 54
H. Intra-Building Delivery 54
I. Inventory of Supplies 54
J. Notice of Assembly 54
K. Equitable Access for Extra-Curriculars 55
L. Input on Decisions 55
M. Ohio Teacher Residency Program 55
N. Criminal Background Check 56

ARTICLE VIII. BARGAINING UNIT MEMBER DISCIPLINE 56
A. Steps for Bargaining Unit Member Discipline 56
B. Areas of Discipline 56
C. Definition of Due Process 57
D. Removal of Files 57
E. Oral Reprimand Procedure 57
F. Written Reprimand Procedure 58
G. Suspension 58
H. Just Cause 58
I. Reservation of the Right to Terminate 58

ARTICLE IX. EMPLOYMENT OF RETIRED CERTIFIED PERSONNEL 58

ARTICLE X. WBEA/BOARD COMMUNICATIONS COMMITTEE 60

ARTICLE XI. EFFECTS OF THE CONTRACT 61
A. Severability 61
B. Non-Discrimination 61
C. No Reprisals 61
D. Present Policies and Practices 61
E. Negotiations of Successor Contract 62
F. Consolidation or Transfer of the District 62
G. Printing Master Agreement 62
H. Duration of Agreement 63

Appendix A. Salary Schedules 64

Appendix B. Conversion of Personal Leave Days to Sick Leave Days Form 67

Appendix C. Miscellaneous Time Sheet 68

Appendix D. Student Injury Form 69

Appendix E. Employee Initial Injury Report 73

Appendix F. Pre-Conference Report Non-OTES 73

Appendix G. Observation Form – Non-OTES 75

Exhibit G-1. Evaluation Form Non-OTES 77
Exhibit G-2. Evaluation Form – District Librarian/Media Specialist 80
Exhibit G-3. Evaluation Form – Speech/Language Pathologist 82
Exhibit G-4. Evaluation Form – School Nurse 84
Exhibit G-5. Evaluation Form – Head Coach/Assistant Coach Evaluation 86

Appendix H. OTES 2.0 & West Branch Local Decisions for OTES 2.0 91

ARTICLE I. RECOGNITION

A. Statement of Recognition

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

B. Definition of Bargaining Unit

1. Inclusion

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

2. Full Time Defined

Full-time bargaining unit member -- a bargaining unit member regularly scheduled to work thirty-eight and three-quarter hours (38.75)

3. Part-time Defined

Part-time bargaining unit member -- a bargaining unit member regularly scheduled to work fewer than thirty-eight- and three-quarter hours (38.75) per work week.

4. Tutors Defined

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

insurance fringe benefits but may participate in the District insurance program if they pay the full cost to the Board for such coverage, in advance, on a monthly basis. Tutors shall not replace classroom teachers in the event of a reduction in force. The contractual benefits applicable to tutors are intended to entirely replace and supersede the employment provisions provided under Ohio law, including, but not limited to, R.C. §§3319.08, 3319.11 and 3319.111. Nothing herein shall be deemed to affect the Board's obligations under the Ohio Teacher Evaluation System ("OTES").

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

5. Long-Term Substitutes Defined

Any position vacated or remaining vacant after July 10 may be filled by a long-term substitute for the remainder of the school year. Thereafter, the position will be posted and filled the following school year.

a. Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. Any substitute employed for an employee on a Board-approved leave of absence shall be informed in writing at the time of employment that no expectation of continued employment exists upon the return of the employee on leave.

b. The employment of long-term substitutes shall be for the period specified in their contract of employment and shall expire at the end of that term without action by the Board or further notice to the teacher. The Board may non-renew the limited contract of such substitute without adhering to the procedures contained in the reduction in force, and fair dismissal sections, nor ORC 3319.11. They must work sixty (60) school days.

c. On the 61st day in the same assignment, long-term substitutes shall be placed on the salary schedule at Step B.A-0. A long-term substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one-half (3.5) hours per day) in any one school year. The substitute shall then have all the benefits of the contract.

d. If such substitute becomes a regular employee, they shall be placed on the salary schedule at the appropriate column and years of experience in accordance with the Ohio Revised Code.

C. Definitions

1. Bargaining unit member: Any bargaining unit member in the bargaining unit defined in Section B, Article I.

2. Day: A calendar day unless specified as a work day.

3. Workday: A day on which a bargaining unit member is scheduled to report to work.

4. Holidays: Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Easter, Memorial Day, Labor Day.

5. Superintendent: The Superintendent of the West Branch Local School District and/or his/her designated representative.

6. WBEA: The West Branch Education Association.

7. Board: The Board of Education of the West Branch Local School District.

8. Bargaining Unit Work: That work which is assigned to any bargaining unit member which is included in the job description.

9. Emergency: Any sudden or unforeseen situation requiring immediate attention.

10. Seniority:

    a. Seniority shall mean the length of continuous service in any bargaining unit position. A bargaining unit member's seniority shall not be broken by time spent on an approved leave of absence, except such leaves shall not be counted as years of service. A bargaining unit member's seniority shall be broken upon retirement, resignation, non-renewal of a limited contract, and discharge for justifiable reasons as per R. C. 3319.16.

    b. Seniority for part-time bargaining unit members who render service during the 7 3/4-hour day shall be determined by totaling the number of hours worked during the school year and dividing such total number of hours first by 7 3/4 and then up to 178 days in accordance with the adopted calendar.

    c. Service rendered beyond the normal year shall not be considered toward accumulated seniority.

    d. In the event that two bargaining unit members having the same contract status have the same number of years of continuous service, they shall be placed on the seniority list in accordance with the date of the Board meeting at which the Board acted upon their employment. If a tie still exists, seniority is determined by the bargaining unit member whose name appears first in the official Board minutes of the meeting where both bargaining unit members were hired.

e. The Board shall prepare and email a seniority list to all bargaining unit members indicating the date of hire as a regular bargaining unit member, first day worked, areas of certification as shown by certificates/licenses on file with the Central Office, and years of seniority to the last full year completed through June 30. Bargaining unit members on reductions in force must file any changes in their areas of certification/licensure by July 10 of each year. Subsequent posting shall be annually by November 1 with only an addendum to reflect bargaining unit member and bargaining unit member certification/licensure changes at beginning of second semester.

f. The President of the Association shall be provided a copy of the seniority list and the revised list prior to electronic distribution.

Each bargaining unit member shall have a period of thirty (30) days after the electronic mailing of the seniority list or the revised, updated list, to advise the Superintendent in writing of any inaccuracies which affect his/her seniority. No protest shall be considered after thirty (30) days of the electronic mailing of the seniority list. The Board or its designee shall investigate all reported inaccuracies, make such adjustments as may be in order, and provide the corrected list to the Association President immediately.

D. Association Rights

1. The following procedure will be used for payroll deduction of dues:

a. Upon receipt of a bargaining unit member's written authorization on forms provided by the WBEA, the Board shall make the authorized deduction in twenty (20) equal amounts beginning with the first pay period in October. Authorization forms must be received by the Treasurer's office on or before Wednesday of the week preceding the first pay in October.

b. The deductions shall be remitted to WBEA when dues are collected. The remittance, at WBEA's option, may be made available for pickup at the Board office by designated WBEA representative or sent to WBEA by U.S. mail.

c. The deduction remittance shall be accompanied by a report showing the bargaining unit member's name, last four digits of social security number, and amount of deduction.

d. The WBEA shall give written notice to the Treasurer of any change in the amount of deduction at least fifteen (15) working days before such change is to be effective and following receipt of a revised authorization form from the bargaining unit member with the deduction.

Should the United States Supreme Court's decision in Janus v. AFSCME be overruled by the United States Supreme Court in the future, the 2020-2022 Negotiated Agreement, Fair Share Language shall be reinstated. It is specifically understood that this language applies to Article I, Section D, sub-section 2, a-e, and shall not apply to any other provision within this Agreement.

2. Other Rights:

a. The right to use a bulletin board in each building designated for notice to bargaining unit members.

b. The right to make brief announcements during school faculty meetings with the prior approval of the Superintendent or building principal. Said approval shall not be unreasonably withheld.

c. The right to use the building public address system to make announcements subject to the prior approval of the building principal. Said approval shall not be unreasonably withheld.

d. The right to use school phones for conducting Association business. The Association shall assume the cost for any toll call necessitated by Association business.

e. The right to use individual school equipment including typewriters, reprographic equipment, computers, calculating machines, and all types of audio-visual equipment when such use does not interfere with any previously scheduled utilization of the equipment.

f. The right to use a school building provided that advance notification has been provided to the building principal, and the Association use of the building does not interfere with any previously scheduled utilization of the building.

g. The right to meet with members of the bargaining unit during the school day without loss of pay as is necessary to discharge its obligation as bargaining unit member representative provided such representation occurs during non-instructional time or has been given prior approval by the Superintendent or his designated representative.

h. The right to represent Bargaining unit members at grievance hearings and to attend arbitration proceedings during the school day without loss of pay.

i. The Association shall be placed on all regular Board agendas. The Association President will be notified of special meetings of the Board.

j. The right to use the Board's regular daily intra/inter school mail.

k. The right of the Association President to receive a directory listing the names, addresses, phone numbers, and job assignments on record of all bargaining unit members of the Board.

l. The right of the Association to receive a copy of the proposed regular school year calendar with the agenda of the meeting at which the regular school year calendar appears as an item.

m. The right of the Association President to have his/her conference period scheduled at a mutually agreeable time.

3. The Association will have the opportunity to submit to the Superintendent any suggestions for the following year's school calendar by February 1 preceding that year.

The Association shall have the right to an official seat on any Board or Administration established committees which deal with the terms and conditions of employment and other concerns of bargaining unit members.

ARTICLE II. NEGOTIATIONS PROCEDURE

A. Initiation of Negotiations

1. Request for Meeting

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

2. Negotiations Agenda

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

B. Scope of Negotiations

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

C. Meetings

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

1. Negotiation Teams

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

2. Closed Sessions

Negotiations shall be in closed session.

3. Negotiations Data

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

4. Proposals and Counterproposals

All proposals and counterproposals will be presented in writing.

5. Caucuses

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

6. Items of Agreement

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

7. Scheduling Negotiations Meetings

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

8. News Releases

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

D. Agreement

1. Tentative Agreement

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

2. Ratification

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

E. Dispute Settlement Procedure

1. Impasse

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

2. Mediation

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

3. Strike

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

F. School Board Authority

The Board, under law, has the final responsibility of establishing policies for the District. The Board has complete authority over such policies and administration of the school

system which it exercises under the provisions of Ohio law and the fulfilling of its responsibilities under this Agreement.

G. No Reprisals

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

ARTICLE III. GRIEVANCE PROCEDURE

A. General

1. Purpose

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

2. Expedition of Grievance Resolution

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

3. Grievances Pending at the End of the School Year

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

4. Delivery of Grievances

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

B. Definitions

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

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

C. Procedure

Grievances shall be resolved as follows:

1. Level One

An aggrieved person shall first discuss his/her grievance with the administrator who has the authority to resolve the grievance within twenty (20) workdays of the occurrence with the objective of resolving the grievance informally. The grievant shall announce that he/she is pursuing a Level One grievance meeting. If either party requests the attendance of a representative at this meeting, the other party should be so informed in writing at least three (3) workdays in advance as to provide ample opportunity for that party to arrange for representation.

2. Level Two

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

3. Level Three

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

4. Level Four

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

5. Level Five

If the written response from the Superintendent does not resolve the grievance, the Association and the Board shall request the assistance of the American Arbitration Association (AAA) and the assignment of a mediator to provide grievance mediation services.

6. Level Six

If the disposition, as a result of grievance mediation, does not resolve the grievance to the satisfaction of the Association, the Association shall, within fifteen (15) workdays after the mediation, submit a request for arbitration to the American Arbitration Association (AAA). A copy of the request shall be provided to the Board.

The arbitrator shall be selected from a list of fifteen (15) names supplied by the AAA.

7. Level Seven - Arbitration

a. Authority of Arbitrator

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

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

b. Costs of Arbitration

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

c. Transcripts

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

D. Expedition of Grievances

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

E. Record Keeping

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

F. Rights to Representation

Both Parties shall have the right to representation and/or participation of legal counsel at any step of the grievance procedure.

ARTICLE IV. LEAVES

A. Sick Leave

1. Entitlement to Sick Leave

a. Each full-time bargaining unit member shall be entitled for each completed month of service to sick leave of one and one-fourth ($1^1/_4$) school days with pay. Bargaining unit members may use sick leave for absence due to illness, injury, exposure to contagious disease which could be communicated to other bargaining unit members, and to illness or death in the bargaining unit member's immediate family.

b. Members of the bargaining unit member's immediate family shall include spouse, children, grandchildren, parents, brothers, sisters, brother-in-law, sister-in-law, grandparents, uncles, aunts, daughter-in-law, son-in-law, any person standing in the same relationship with the bargaining unit member as those listed above and anyone living within the household excluding borders or renters.

2. Use of Sick Leave

Bargaining unit members must utilize the District's automated system for sick leave.

a. Use of the automated system will be considered an affidavit that illness was the reason for the absence.

b. One day of sick leave may be used to take part in a funeral of a deceased person outside of the immediate family.

c. All medical and dental appointments, hospital and laboratory tests, x-ray, and diagnostic services shall be covered by sick leave; however, employees are encouraged to schedule non-emergency appointments for non-school hours whenever possible.

d. Any bargaining unit member’s absence exceeding five (5) consecutive days may require a doctor's excuse.

e. A bargaining unit member absent for an extended period (two weeks or more) may be required to provide a doctor's authorization verifying fitness for a return to work. FMLA certification will satisfy this requirement.

3. Reporting Procedures for Sick Leave

The bargaining unit member shall call the principal before 10:00 p.m. if he/she expects to be absent the following day. When this is not possible, the bargaining unit member shall call not later than 6:00 a.m. except in an emergency situation, the next morning. A bargaining unit member not following this procedure will be deducted one (1) day's pay. Teachers will notify the principal by 2:30 p.m. if returning to work before the previously agreed time.

4. Sick Leave Accumulation

Unused sick leave shall be cumulative to two hundred seventy-five (275) days.

5. Sick Leave Accrual for Part-Time

Sick leave for part-time bargaining unit members shall accrue at the rate applicable under R.C. Chapter 124.

B. Sick Leave Bank

1. Purpose

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

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

2. Establishment

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

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

3. Length of Membership

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

4. Sick Leave Bank Committee shall be composed as follows:

a. Three (3) representatives appointed by the Superintendent shall be on the committee.

b. Three (3) members appointed by the WBEA President shall be on the committee.

c. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This committee will be titled the "Sick Leave Bank Committee" (hereinafter referred to as the SBC).

d. The SBC shall review and approve or deny all applications to the Sick Leave Bank. The SBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions.

e. The SBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer.

f. Decisions of the SBC are not grievable.

5. General Procedures

a. An application for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the Bank.

b. An application will be considered only after a member has used all of his/her accumulated sick days and available sick day advances.

c. Days allotted from the Sick Leave Bank will be paid at one hundred percent (100%) of the member's daily rate of pay.

d. The maximum number of days that a person may use is twenty-five (25) days. Additional days may be granted at the discretion of the Sick Leave Bank Committee.

e. Allotments from the Sick Leave Bank will be made only for absences under a member's normal teaching contract. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a member with a full-time contract.

f. Days may not be received from the Bank for absences due to disabilities, which qualify the member for disability or Workers' Compensation personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days.

g. The Sick Leave Bank Committee will vote, by secret ballot, on all applications for an allotment from the Sick Leave Bank. The committee must provide each applicant with a decision. In the event of a tie, the

WBEA President shall cast the deciding vote as an ex officio member of the committee.

h. Whenever the total number of available days in the Sick Leave Bank falls below twenty-five (25), the SBC may require the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.

i. Contributions to the Sick Leave Bank shall not count against a member's record of perfect attendance.

C. Personal Leave

1. Entitlement to Personal Leave

Each staff member shall be granted three (3) non-accumulative personal days per school year to be used in accordance with this section for responsibilities that cannot be assumed when school is not in session. Staff members who have one hundred fifty (150) sick days accumulated at the beginning of the school year shall be granted one (1) additional day. Staff members who have two hundred fifty-five (255) sick days accumulated at the beginning of the school year shall be granted two (2) additional days. Employees must utilize the District's automated system for personal leave. These additional two (2) days will not be reimbursed.

2. Personal Leave Requests

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

a. Any personal leave request granted post facto shall be granted by the Superintendent in an emergency situation.

b. Requests for approval of personal leave shall be made to the Superintendent at least seventy-two (72) hours prior to the requested day(s), except in the case of emergency.

c. In case of emergency use of personal leave, the bargaining unit member shall contact the Superintendent in person or via phone for emergency approval.

d. Personal leave may not be used in less than one-half day increments.

3. Reasons for Personal Leave

a. Personal leave shall be granted for reasons of family obligation, legal, financial, or religious reasons without further explanation. Other reasons for personal leave shall require explanation and approval.

b. Requests for personal leave shall be limited as to use on a specific date by the following formula - High school (5), Middle School/Intermediate

School (5), Early Learning Center (3), and Knox Elementary School (1). The Superintendent shall approve or deny the requests under the blanket reasons on a first application for use basis. The Superintendent may increase at his/her discretion the number of people absent from a building in the event of an emergency.

c. One (1) personal day will be unrestricted as to the reasons or scheduling. The provisions of Section 3, b, shall apply. This unrestricted day may be taken in conjunction with a long weekend or holiday, but not in conjunction with restricted personal days unless approved by the Superintendent.

4. Restricted Personal Leave

Restricted personal leave will not be granted by the Superintendent either the day before or day after a vacation or holiday; nor will it be granted the final two weeks of the school year or contract year, except with the prior approval of the Superintendent. Restricted personal days may be taken consecutively, but not in conjunction with holidays.

5. Teachers may convert any unused personal leave to sick leave; however, it shall be the teacher's responsibility to file by June 15th a written request to convert unused personal leave to sick leave (Appendix B).

D. Professional Leave

1. Philosophy

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

2. Meetings Involving the Entire Staff

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

3. Guidelines

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

a. Such request must be made at least two (2) weeks in advance to the building principal. Denial of request shall not be arbitrary or capricious.

b. Only two (2) teachers from the West Branch System shall be approved for the same meeting. If more than two teachers request permission, it shall be granted on a rotating basis.

c. Expenses for a bargaining unit member's attendance at an approved professional meeting as an appointed representative of the Board or by a Superintendent's assignment will be reimbursed to the bargaining unit member as follows by the Board:

(1) Lodging - actual cost not to exceed three (3) nights unless specifically approved by the Board.

(2) Travel - mileage allowance shall be equal to the amount established by the IRS or actual cost of other best transportation. Any request to attend a meeting out of state must be submitted to the Board for approval at a regular Board meeting.

(3) Food - Up to Fifteen dollars ($15.00) per day when receipt(s) are submitted to the Treasurer's Office.

(4) Registration Fee - actual cost which can include membership fee to an organization. A predetermined registration fee may be paid in advance by the Board.

d. Expenses for a bargaining unit member's attendance at an approved professional meeting, other than as an appointed representative of the district, will be subject to the following guidelines for reimbursement:

Registration - up to one-hundred seventy-five dollars ($175.00) per bargaining unit member per year of this contract will be reimbursed. A copy of the registration receipt must be presented to the Treasurer of the Board for reimbursement when paid by the individual.

e. The Board will pay for the substitute teacher for the professional leave.

f. All personnel must first pay all costs of trips except registration out of their personal funds. Lodging receipts and registration receipts will be required for reimbursement. Reimbursement will be made by the Treasurer upon presentation of receipts for which have received prior Board approval.

g. When one is an official Association delegate to a professional meeting, the Board will pay only for the substitute teacher. The Association will provide Association delegate expenses.

h. The above policies will be adhered to only if funds are available.

i. Upon return from a professional development seminar and/or meeting attended on Superintendent's assignment leave, a brief report will be written within ten (10) days. The report will be given to the principal.

4. Restrictions on Leave; Absences Not Covered

Teachers absent from school for causes not mentioned under personal leave, professional meetings, or sick leave, will not be approved by the Superintendent, nor will they be paid [salary plus twenty percent (20%) to cover the cost of benefits] by the Treasurer of the Board. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all such leave nor is the Board in any way limited from taking appropriate disciplinary action for any unauthorized absence without approved leave.

E. Special Assignment of Personnel

1. Authority

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

2. Reasons for Assignment

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

a. To accompany students participating in activities sponsored or directed by the school.

b. To supervise and/or accompany students while performing duties incidental to all or part of their contractual obligations within/without the classroom.

c. To attend professional meetings, conduct conferences, and carry out job responsibilities while serving as a regular or substitute teacher or tutor at the direction of the Superintendent.

d. To be engaged in professional activities deemed necessary to meet the legal obligations and the participation of the district carrying out the business of the West Branch Local School District.

e. To perform duties for the district deemed necessary by the Superintendent.

3 Expenses

The financial obligations incurred by a bargaining unit member so assigned shall be the responsibility of the Board, the Association with the approval of the Association, or the activity in whose behalf the assignment is made. The Board is

solely responsible for any substitute required in the absence of the regular bargaining unit member.

4. Absence

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

5. Approval of Special Assignments

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

F. Jury Duty/Court Leave

1. Absence

Any bargaining unit member who is required to be absent from duty to perform jury service during his/her scheduled work period will suffer no loss of pay for such duty, contingent upon verification to the Treasurer that such service was rendered by the bargaining unit member. A bargaining unit member receiving notice to appear for jury duty shall notify the Superintendent as far in advance as possible, utilizing the automate4d system.

2. Approval of Special Assignments

If a bargaining unit member is subpoenaed to serve as a witness in a court action arising from his/her employment with the District, or where the member is not named as plaintiff or defendant, he/she shall be given a leave of absence with pay for the time required for such appearance(s). This leave will not be granted to a bargaining unit member filing a suit against the Board, or against one or more of its employees. A bargaining unit member receiving a subpoena shall notify the Superintendent as far in advance as possible utilizing the automated system.

3. Bargaining unit members will be released with pay to participate in arbitration hearings held in conjunction with Article III. The Board and Administration will cooperate in scheduling witnesses to provide for the least disruption of the educational process.

G. Leave of Absence Without Pay

1. Entitlement to Leave

The Board will consider requests for leave of absence, on a case-by-case basis, in accordance with the Ohio Revised Code, Section 3319.13.

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

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

It is understood that no employee shall have a right to such unpaid leave for sporadic or short-term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave may or may not be granted for non-FMLA qualifying absence to extend the employment of an employee where such employee has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.

2. Reinstatement

a. A bargaining unit member who is granted a leave of absence must notify the Superintendent before April 15 of his/her intent as to employment for the following school year.

b. Approval of a leave of absence without pay does not guarantee return of a bargaining unit member to a specific assignment or building, only the guarantee of a position for which the bargaining unit member is certificated/licensed.

3. Service Credit

Upon return to service, the bargaining unit member will assume the contract status held prior to such leave and will be assigned by the Superintendent to a position for which a valid and current certificate/license is held.

H. Sabbatical Leave

1. Eligibility

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

2. Application for Leave

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

3. Approval of Leave Requests

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

4. Responsibilities While on Leave

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

5. Entitlement and Reinstatement

a. Bargaining unit members who are granted sabbatical leave shall have the option to purchase all insurances at the bargaining unit member's expense. The bargaining unit member shall have all rights under COBRA.

b. Any member of the bargaining unit who is granted sabbatical leave shall retain all rights of tenure, insurance, seniority, and pay he/she had attained at the time his/her leave was granted.

c. At the expiration of the leave, the member of the bargaining unit shall be reinstated to his/her former assignment or another area for which he/she is certified. Plans to return must be sent to the Superintendent in writing by March 1st of the spring preceding the fall term. If the leave is for the first semester, this notice shall occur by December 1st.

I. Assault Leave

1. The Board shall grant leave to a bargaining unit member who is absent due to physical disability resulting from an assault that occurs in the course of Board employment. The bargaining unit member will be granted up to twenty (20) working days assault leave. Thereafter, absence will be deducted from the bargaining unit member's sick leave. Assault leave shall not be charged against any sick leave earned or earnable by the bargaining unit member.

2. Assault leave may not be granted under this policy unless the bargaining unit member in question:

a. Has a signed, written statement, on forms provided by the Board, justifying the granting and use of assault leave.

b. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.

c. Agrees to file criminal prosecution against the person or persons involved.

3. Falsification of either the signed statement or the physician's (M.D.) statement shall be grounds for suspension or termination of employment.

J. Family Medical Leave Act

All provisions of the Family Medical Leave Act shall be incorporated into this Agreement. For purposes of this section, the "12-month period" shall be defined as the "twelve (12) month period measured forward from the date the employee's first FMLA leave begins." A bargaining unit member shall be entitled to twelve (12) weeks of FMLA leave during the 12-month period beginning on the first date that Family and Medical Leave is taken. A subsequent 12-month period for a bargaining unit member shall commence the first time Family and Medical Leave is taken after the completion of any previous twelve (12) month period.

ARTICLE V. RIGHTS AND RESPONSIBILITIES

A. When Substitutes Are Needed

1. List of Substitutes

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

2. Hiring of Substitutes

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

3. Substituting During Non-Instructional Time

When a certified substitute is not available, the building administrator shall make all effort not to effect a change in the assigned, 30-minute lunch period of any other bargaining unit member.

Teachers may be requested to assist with classroom supervision during their non-instructional times. Teachers who agree to assist with classroom supervision during non-instructional time or receive another teacher's students during an instructional period shall receive a $30.00 stipend, when submitted on a form (Appendix C) to the Treasurer's office, approved by the building administration, within three (3) days. Intervention Specialists shall not be routinely (no more than 1 day per week per Intervention Specialist) utilized to substitute for absent teachers.

4. Substituting While Having a Student Teacher

When a student teacher assumes the class and supervisory responsibilities of the cooperating teacher, the 7 ¾ hours of the cooperating teacher's school day are not subject to assignment that conflicts with requirements of the sponsoring university.

5. Responsibilities When Absent

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

B. In-Service Training

On NEOEA Day, teachers have the option of attending meetings of their choice. Teachers as professionals are expected to utilize the day for professional development. NEOEA Day will be a non-work day. This day will be replaced on the school calendar at the end of the school year by extending the last student day for staff and concluding the last teacher day at noon. (The total time shall not exceed 5.5 hours.) Any staff member required, pursuant to a directive of the Superintendent, to attend a professional meeting and/or child abuse prevention training on NEOEA Day will be reimbursed at their pro-rata per diem rate for actual time spent in professional development.

C. Parent-Teacher Conferences

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

D. School Day and School Year

1. Length of School Day

a. School day shall not exceed 7 $^{3}/_{4}$ consecutive hours. The times for school opening and closing shall be determined by the superintendent and the building principals.

b. When feasible, IEP and 504 meetings will be scheduled during the regular school day or, if scheduled after school, as close to the end of the regular day as possible. Bargaining unit members required to stay more than thirty (30) minutes directly before or after the regular school day for the purpose of attending IEP and 504 meetings will be compensated at the after school hourly rate for every fifteen-minute increment. Bargaining unit members required to attend IEP and 504 meetings which cannot be held at times contiguous to regular school hours will be compensated at twenty dollars ($20.00) per hour for all time spent in such meetings.

2. Lunch

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

3. Specialists

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

4. Planning and Conference Time

a. Each teacher will have at least two hundred (200) minutes of planning time per week within the school day unless mutually agreed otherwise. Planning time will be distributed as equally among the staff as possible with respect to the differentiation of Pre-K - 5 and 6 - 12 school day.

b. For all bargaining unit members, planning time shall be a period when no supervising duties are required. Planning and conference time is appropriate for the purpose of conferencing with parents, staff, and/or attending students' IEP and 504 meetings. Planning time shall be within the student day and will be scheduled in at least a daily thirty (30) minute block. Some adjustments may have to be made to the thirty (30) minutes.

5. Lunch and Planning for Part-Time

a. Secondary (6-12) part-time bargaining unit members shall be granted one (1) period of planning time if they teach three (3) periods. If they teach four (4) periods they shall be given one (1) planning period and a twenty-two (22) minute lunch period.

b. Elementary (Pre-K - 5) part-time bargaining unit members shall be granted one hundred (100) minutes of planning time if they teach nine hundred fifty (950) minutes per week. If they teach one thousand one hundred fifty (1,150) minutes per week, they shall be granted one hundred (100) minutes of planning time and twenty-two (22) minutes of lunch.

6. School Year

The school calendar shall not exceed one hundred seventy-eighty (178) days, of which, the instructional year shall not exceed one hundred seventy-four (174) days. The remaining days in which students are not receiving instruction shall be scheduled as teacher in-service days. The equivalent of one (1) teacher in-service day shall be designated for classroom preparation.

7. Calamity Days

If instructional days are lost due to inclement weather or other calamity, the staff will not be required to make up the first five (5) days lost to calamity but will be required to make up all other lost days to fulfill their contract.

Following the occurrence of the fifth (5th) calamity day, the Superintendent and the Association President shall discuss how best to schedule any make-up days that have or may become required.

Based upon the number of instructional days completed to date and the potential for additional calamity days, the Board, by resolution, may amend the school year calendar in consultation with the WBEA.

E. Duties and Miscellaneous Rules for Teachers

1. Faculty Meetings

a. Teachers shall attend all faculty meetings called by the Superintendent or building principal immediately before, during, or after the school day, unless excused by the person calling the meeting. Faculty meetings will be called only if the information, in the opinion of the Superintendent or building principal, cannot readily be communicated by memorandum, email, or in other written forms. Faculty meetings will not be excessive in number or length.

b. Notice of such meetings shall be provided forty-eight (48) hours in advance, except in the event of an emergency.

2. Notification of Leaving

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

a. Conference period - A bargaining unit member must have the building principal/supervisor's authorization before leaving the building/job assignment during the conference period.

b. Teachers may leave the building at the end of the Instructional Day for legal, financial, medical, or educational purposes. They will notify the principal and sign out in the building log book.

c. Lunch period - A bargaining unit member may leave the building/job assignment with notification to the office during his/her lunch period.

3. Voluntary Loss of Conference

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

a. The schedule revision is mutually acceptable to both the teacher and to the Board's representative. There will be no coercion by either party **to** make the other accept such a position, and there will be no recrimination by either party if the position is refused outside of the contracted time period.

b. The teacher will receive additional compensation based on 1/6 (one-sixth) the teacher's current, regular pay.

4. Lesson Plans

All teachers are expected to have daily lesson plans. If a teacher is absent or in case of an emergency, lesson plans shall be available. Failure to follow these guidelines may lead to disciplinary action.

F. Personnel Files

1. Teachers shall have access to view their own financial personnel files in the Treasurer's Office under the supervision of an appointed supervisory representative any time during the hours the school office is open.

2. Teachers shall have access to view all other documents kept in their personnel file in the Superintendent's Office under the supervision of an appointed supervisory representative any time during the hours the school office is open.

3. All documents regarding job performance that become part of the personnel file shall be signed by the bargaining unit member and the administrator requesting such placement, with a copy retained by the bargaining unit member. Signature only acknowledges that the document is to be put in the file.

4. Anonymous letters or materials shall not become part of a bargaining unit member's personnel file.

5. If a conference with the Superintendent is desired, advance notice should be given.

6. Teachers and the Association acknowledge that personnel records retained in personnel files are subject to inspection and review by members of the public pursuant to the Ohio Public Records Act.

G. Teacher/Counselor Evaluation

1. OTES/OSCES

For OTES/OSCES members, the District will utilize the Board's standards-based teacher and counselor evaluation systems set forth in Appendix H which has been mutually developed by the parties. All matters contained within the system shall be considered grievable under the grievance procedure contained within this contract and in accordance with the provisions of this Article, including Paragraph Q, "Fair Dismissal."

Any revisions to the Board's standards-based teacher evaluation system must be bargained prior to implementation to the extent provided by law, and nothing herein shall diminish any right of the Association to strike under Ohio Revised Code Section 4117.14(D)(2).

2. Evaluation Review Committee

The Evaluation Review Committee (ERC) will provide additional stakeholder input and facilitate the statutorily required consultation with teachers and counselors relative to necessary changes to and/or subsequent revision of the Board's standards-based evaluation system, in addition making recommendations to the Board and Association for approval to changes to this Article for Non-OTES/ OSCES members.

a. Composition.

The Committee shall be comprised of six (6) bargaining unit members appointed by the Association President and up to five (5) administrators appointed by the Superintendent. If possible, selections should be made to include representatives from the elementary, middle and high school as well as special education and the arts.

b. Operational Procedures.

(1) The Committee shall be chaired jointly by a bargaining unit Committee member and an administrator.

(2) Members of the Committee must be OTES trained prior to beginning their work.

(3) The Committee will develop the ground rules by which the Committee will operate.

(4) The Committee may establish sub-committees **to** assist with their work whose members will be jointly appointed by the Committee co-chairs.

(5) All decisions of the Committee and any subcommittees established by the Committee will be achieved by consensus.

(6) The Committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

The ERC will also work to align the non-OTES/OSCES staff with the OTES/OSCES framework.

c. Compensation.

Any Committee work required outside of the work day will be paid at the rate of $25 per hour as approved by the Committee co-chairs. Release time for Committee work may be granted by the Superintendent upon recommendation of the co-chairs.

d. Secretarial Support.

The Board will provide necessary clerical support and assistance to the Committee.

e. Committee Authority.

The Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment, but is authorized to make recommendations for revisions to the Board's standard-based evaluation system.

3. Non-OTES/OSCES Employees

Except as otherwise indicated, for non-OTES/OSCES members of the bargaining unit only, the following will continue to be implemented:

a. Each building principal shall be responsible for completing the member's evaluation by May 1, and providing a copy to the member/turning into the Superintendent's Office, by May 10, of each year, and evaluation for on each supervised bargaining unit member except tenured teachers who will be evaluated at least once every three (3) years. A tenured non- OTES/OSCES bargaining unit member may be evaluated in any year performance issues arise that negatively impact the member's effectiveness. If a bargaining unit member works under more than one principal, the bargaining unit member will be notified by the end of September which certified administrator will evaluate that bargaining unit member. As to non-OTES/OSCES bargaining unit members, the provisions of Section G., Teacher Evaluation, are intended to supersede the provisions of R.C. 3319.111 to the extent that they do not conflict with the requirements of that statute.

(1) Formal Evaluation

A formal evaluation will include at least one (1) observation of at least thirty (30) minutes with written observation notes taken, a formal conference, and completion of an evaluation form is required.

(2) Observation

At least thirty (30) minutes with completion of observation form. The evaluator may waive and/or eliminate a second observation as part of a formal evaluation for limited contract teachers with twenty (20) or more years of experience.

(3) Alternative Evaluation

An alternate evaluation form will be used to evaluate librarians, speech/language pathologists and nurses.

b. Purpose of Non-OTES/OSCES Teacher Evaluation

(1) To assess a bargaining unit member's work performance.

(2) To help the bargaining unit member achieve greater effectiveness in performance of the work assignment.

(3) To constitute the basis for personnel decisions including promotions, reassignments, continuing contract status, limited contract renewal, or contract non-renewal or termination.

c. Schedule of Observations/Evaluation

(1) Non-tenured teachers will be observed at least once during the school year by May 1. An evaluation report will be provided to the teacher May 10.

(a) In those areas where improvement is needed, the observer shall provide written direction for improvement strategies and assistance in correcting the deficiencies. The plan shall include a reasonable time between observations to allow time for improvement in the areas of performance deficiency.

(b) If requested by the bargaining unit member and/or evaluator, all observations shall be preceded by a conference between the evaluator and the bargaining unit member in order for the bargaining unit member to explain plans and objectives for the work situation to be observed.

(c) An evaluation conference will be scheduled with the observer as soon as possible following the observations. An observation form will be completed at that time.

(d) Each teacher shall be given a copy of the completed formal evaluation form and be given an opportunity to write explanatory comments.

4. A plan of assistance for improvement may be developed and implemented for a non-OTES/OSCES teacher based upon any issue that may not be observable in a formal classroom setting but otherwise negatively affects a teacher's performance.

5. Nonrenewal of First- and Second-Year Teacher

Notwithstanding the evaluation procedures set forth above, nonrenewal of the contract of any teacher in his/her first and/or second year of employment with the Board shall be accomplished by providing written notice of nonrenewal on or before June 1 of the year in which the contract expires. Personal delivery on or before June 1 or the posting of written notice in the U.S. mail, postage pre-paid, by registered or certified mail on or before that date shall constitute legal notice to said teacher. A teacher who receives notice of nonrenewal shall be entitled to a meeting with the Board or its designee regarding the decision not to re-employee. This section supersedes Sections 3319.11 and 3319.111 of the Revised Code.

H. Posting of Vacancies

1. Definition of Vacancy

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

2. Posting of Vacancy

a. The Superintendent or designee shall post or cause to have posted a written notice of such vacancy. This shall be done as soon as reasonably possible, but not more than fourteen (14) calendar days after Board action. The posting shall be made via email notification and on the district website during the school year. From June through August 1st, this posting shall be made via email notification and on the district website.

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

3. Contents of Vacancy Notice

A notice of vacancy shall include the department or subject area to be taught, grade levels to be served, certification/licensure, other qualifications required for the

applicant, and any possible supplemental assignments to be filled in conjunction with the teaching position. Supplemental contract vacancies shall also be posted separately.

4. Timeline for Applying for Vacancy

A bargaining unit member shall have five (5) business days to send a letter indicating his/her interest and qualifications for a vacant position. This five (5) day response period shall be calculated from the date of vacancy posting.

5. Waiver of Vacancy

The posting of vacancies shall be waived for any position that becomes vacant after August 1 after giving notice to the WBEA President and before the opening of the school year. Written announcement of openings that occur in-term will be made to provide opportunity for current bargaining unit members to request transfer for the ensuing year. All effort will be made to eliminate the domino effect in filling interim vacancies during the term of the school/contract year. Experience in the District will be considered as a factor among equally qualified candidates.

6. Miscellaneous

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

I. Assignment and Transfer

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

Prior to the implementation of an involuntary transfer/assignment to a new teaching position, the employee's immediate supervisor and Superintendent shall confer with the employee explaining the reason(s) for the transfer and lending assistance to the employee in making a smooth transition to the new assignment.

J. Reduction in Force

1. Reasons for RIF

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

2. Notice of RIF

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

3. Addressing RIF before the Board

a. Prior to official Board action on reduction in force, the Association shall be given the opportunity to address the Board in either open or closed meeting for the purpose of presenting, both orally and/or in writing, its views on the proposed reduction in force.

b. If reduction in force is implemented by reason of monetary difficulties, then the Board will consider whether a levy shall be placed on the ballot. If the Board places a levy on the ballot, the WBEA will offer assistance.

c. Should a reduction in force become necessary, the Superintendent will give preference to teachers, within each teaching field affected, on continuing contracts but shall not give preference to any teacher based upon seniority, except when making a decision between teachers who have comparable evaluations.

4. Effect of Seniority and Certification/Licensure

a. With respect to OTES bargaining unit members, the Board shall not use seniority in determining contract suspensions except as specified herein, but shall proceed to suspend contracts for teachers based upon evaluations of those who have been evaluated in accordance with the Board-adopted, standards based evaluation policy and provisions of the collective bargaining agreement. Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations.

b. When the position(s) to be eliminated or reduced in part to accomplish RIF has been determined, the following order shall be followed to determine the order of suspending contracts of bargaining unit employees:

(1) Bargaining unit members employed as retired/rehired teachers.

(2) Limited contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

(a) Comparable evaluations as defined in accordance with the provisions of this agreement.

(b) When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

(3) Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers be reduced in the affected field, (certification/licensure) utilizing the following order:

(a) Comparable evaluations as defined in accordance with provisions of this agreement.

(b) When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

(4) Displacement: Any OTES teacher rated above "ineffective" who is subject to contract suspension by virtue of a reduction in force may displace another (less senior) member in an area of the suspended teacher's certification/licensure as follows:

(a) Displacement must be of the least senior teacher with a lower effectiveness rating, when available; then

(b) Displacement of the least senior teacher in the same effectiveness rating category, if available.

(5) For bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES/OSCES members):

(a) Certification and system-wide seniority shall be the exclusive criteria of any layoff.

(b) Unit members who are subject to being laid off have the right to bump unit members with less seniority in other teaching areas subject to the following stipulations:

1). The unit member who bumps must be properly certificated/licensed in the teaching area which he/she intends to bump into.

2). The unit member who bumps must bump the least senior unit member in the teaching area which he/she intends to bump into.

c. Procedure for Recall

(1) All unit members whose contracts were suspended as a result of a layoff shall be placed on a recall list stating their seniority in each teaching field for which they are certified to teach. Teachers shall remain on the recall list for (1) one year, unless tenured, in which case length of time on the list is unlimited.

(2) As positions become available, unit members whose contracts have been suspended in whole or in part shall be rehired to positions for which they are properly licensed and qualified to teach. Seniority shall not be a factor in recalling any bargaining unit member, unless the decision is between teachers with comparable evaluations. In addition, teachers with continuing contracts will be given preference in recall.

Unit members on the recall list shall be offered reemployment to full-time positions, as they become available, for which they are certified/licensed in the reverse order of layoff; last laid off, first recalled.

(3) A unit member 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.

(4) The seniority of a recalled unit member shall be calculated as if service were not interrupted.

(5) When an opening(s) occurs, the Board shall send a certified letter to all unit members certified/licensed for the position to their last known address to advise them of such position. It is the unit member's responsibility to keep the Board informed of his/her whereabouts. The unit member shall, within seven (7) workdays from the postmark date of the letter, indicate availability and desire for such position. If after being offered reinstatement, a unit member fails to notify the Board within the specified period of time, or if a unit member rejects the offered full-time position, said unit member shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the District.

(6) No teachers new to the District shall be employed until all properly certified/licensed unit members on the recall list have been offered a contract for the position in accordance with the provisions of this procedure.

(7) Unit members remaining laid off will be given preferential consideration as substitute teachers and part-time teachers. However, employment or non-employment as a substitute or part-time shall not affect that unit member's placement or continued placement on the recall list for full-time employment.

(8) Laid off unit members shall have the right to maintain insurance coverage by making appropriate COBRA payments not later than the completion of the first month of effective layoff.

(9) No unit member who is laid off shall have his/her limited contract non-renewed during the term of the layoff.

d. Notification Date for RIF

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

Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

e. Vacancies Filled from RIF List

When a vacancy occurs, a certified letter will be sent to all teachers on the RIF list who are certificated/licensed for the position. Annually by July 10, all teachers on the RIF list must notify the Board Office, in writing, of the subject which he/she is certificated/licensed to teach. The areas of certification indicated then shall be applied in determining one's certification eligibility for a vacant or newly created position. It is also the responsibility of the teacher to keep the board informed of his/her current address. The teachers shall notify the Board within seven (7) workdays of the date of the letter announcing the vacancy, as to their interest in that position (certified mail). If a teacher fails to notify the Board within the specified time, the teacher shall be considered to have rejected the position. The position will be made available to the next eligible teacher on the RIF list; if none exists, the vacancy will be filled by a new bargaining unit member. Rejection of an offered position for which the teacher is certificated/licensed will result in the teacher's removal from the RIF list and future consideration under this policy. Teachers will remain on the RIF list for a maximum of one (1) year.

f. Federally Funded Positions

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

g. Limits to RIF

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

K. Teacher Dress Code

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

L. Continuing and Limited Contracts

1. Eligibility for Continuing Contracts

Teachers eligible for continuing service status shall be those teachers who have appropriate credentials as set forth by law and who, within the last five years, have taught for at least three years in the District, and those teachers who have attained continuing contract status elsewhere and have served two years in the District. The Board, upon the recommendation of the Superintendent of Schools, may, at the time of employment or at any time within such two-year period, declare any of the latter teachers eligible.

2. Recommendation for Continuing Contracts

Upon the recommendation of the Superintendent that a teacher eligible for continuing service status be re-employed, and approval of the Board by majority vote, a continuing contract shall be entered into between the Board and such teacher.

The Superintendent may recommend employment of the teacher, if continuing service status has not previously been attained elsewhere, under an extended limited contract for a term not to exceed two (2) years, provided the Superintendent gives the teacher written reasons directed at the professional improvement of the teacher on or before the first day of June. Upon subsequent re-employment of the teacher only a continuing contract may be entered into. To the extent that this procedure for granting an extended limited contract differs with that found in Ohio Revised Code Section 3319.11, the parties intend that this provision replaces and supersedes same.

3. Termination

The contract of a limited contract or tenured teacher (continuing contract) may be terminated for good and just cause, consistent with the provisions of R.C. 3319.16.

4. Evaluation of Continuing Contract

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

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

5. Limited Contracts

A limited contract may be entered into by the Board with each teacher who has not been in the employ of the Board for at least three (3) years and shall be entered into, regardless of length of previous employment, with each teacher employed by the Board who holds a provisional or temporary certificate/license.

a. Reemployment of Limited Contract

Any teacher employed under a limited contract, and not eligible to be considered for a continuing contract, is at the expiration of such limited contract, deemed reemployed under the provisions of this section at the same salary plus any increment provided by the salary schedule, unless the employing Board, acting on the Superintendent's recommendation as to whether or not the teacher should be reemployed, gives such teacher a written notice of its intention not to re-employ him or her on or before the first (1st) day of June. Such teacher is presumed to have accepted such employment unless he or she notifies the Board in writing to the contrary on or before the fifteenth (15th) day of June, and a written contract for the succeeding school year shall be executed accordingly. The failure of the Parties to execute a written contract shall not void the automatic re-employment of such teacher. (R.C. 3319.11).

b. Supplemental Limited Contracts

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

M. Certification/Licensure

1. Each staff member shall place on file with the Superintendent's office a copy of all valid certificates/licenses which he/she currently holds.

2. Each staff member shall file application for a certificate/license in each subject area or grade level in which he/she qualifies for certification/licensure under the then current standards. A copy of that certificate/license shall be placed on file with the local Superintendent.

3. No staff member shall be required to teach in a subject area that he/she is not properly certified/licensed.

4. No bargaining unit member shall surrender a certificate/license (excluding administrative and guidance) or allow a certificate/license to lapse if held by the

bargaining unit member on July 1, 2003. New bargaining unit members hired on or after July 1, 2003 must maintain all certificates/licenses held at the time of hire.

5. Teachers shall be responsible for filing with the Superintendent or his/her designee all certificates/licenses issued to the teacher by the Ohio Department of Education within fifteen (15) days of receipt of such certificates/licenses. No right or privilege shall be asserted by a teacher by reason of any certificate/license not filed by the teacher as provided herein.

6. The Board is under no legal obligation to continue the employment of any bargaining unit member who fails to maintain appropriate licensure/certification.

N. Local Professional Development Committee

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

O. Work Assignments

1. Each bargaining unit member shall be notified in writing of his/her grade level and/or subject assignment and building assignment as soon as possible but no later than June 20. Changes in assignment made after that date shall be determined by the local Superintendent after consultation with the building principal and the affected bargaining unit member.

2. In cases where assignments are changed after June 20, the staff member shall be notified as soon as possible and the reasons for reassignment given. All bargaining unit members are subject to assignment by the local Superintendent within their area(s) of certification/licensure.

3. Probable reasons for reassignment after June 20 may include, but are not limited to, changes in grade level enrollments, late resignations and retirements, extended illnesses and disabilities of another staff member, more appropriate assignment to utilize the staff member's experience and/or expertise.

4. The Superintendent, in accordance with R.C. 3319.01, shall have the sole authority to direct and assign teachers and other bargaining unit members of the school system under his/her supervision.

P. Parental Complaint Procedure Concerning a Bargaining Unit Member

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

1. A complaint concerning a bargaining unit member(s) must be submitted in writing to the Principal. The Principal shall give a copy to the bargaining unit member(s) within five (5) working days of receipt.

2. A meeting involving the bargaining unit member, the Principal, and the complainant will be arranged at a mutually convenient time to discuss the complaint. If the complainant refuses to meet with the bargaining unit member and the Principal, or in the alternative solely with the Principal within thirty (30) days, no further action will be taken and the complaint will be destroyed. The Principal will take all reasonable steps to encourage the complainant to meet with the affected bargaining unit member before advancing the complaint to the next level.

3. If the complainant is not satisfied with the Principal's disposition of the complaint, the Principal shall attach a statement describing the manner in which the complaint was handled and forward the complaint to the Superintendent within five (5) working days. The bargaining unit member may attach his/her own statement to the complaint.

4. The complainant may appeal the complaint to the Superintendent within five (5) working days of the Principal's decision. The Superintendent will hold a hearing in which the participants shall include the involved bargaining unit member and his/her immediate supervisor. The complaining party may be present if the party desires.

5. If the complainant or bargaining unit member is dissatisfied with the Superintendent's disposition of the complaint the matter may be appealed to the Board who shall hold a hearing in private during an official meeting, and then rule on the matter in public session.

6. In each of the steps above, a bargaining unit member may be accompanied by an Association Representative.

7. Parents or members of the public who wish to file a complaint will be provided with a copy of this procedure.

Q. Fair Dismissal

Except as otherwise provided herein, all bargaining unit members shall have all rights under R.C. 3319.11. Any and all challenges to a teacher non-renewal will be exclusively through the provisions of R.C. 3319.1I(G)(7) and an arbitrator shall not have the authority to rule on the question of non-renewal. However, nothing herein shall be deemed to prevent a bargaining unit member or the Association from pursuing a violation of the provisions of the Master Agreement, through the grievance process to binding arbitration.

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

The Board and Association agree that an art room, a music room, or an art and music room is desirable where it is physically possible.

ARTICLE VI. SALARY

A. Salary Schedule Placement

1. Years of Experience Verification

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

2. Definition of Years of Experience

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

3. Maximum Years of Experience

A maximum of ten (10) years' credit shall be granted for experience gained in school systems other than West Branch.

4. Part-time Years of Experience

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

a. Totaling the number of hours worked during the school year and dividing such total number of hours first by seven and three-quarters ($7\ ^{3}/_{4}$), then by one hundred seventy-eight (178)

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

B. Mileage Reimbursement

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

C. Pay Schedule

1. Biweekly Pay Periods

West Branch bargaining unit members shall receive their payroll by direct deposit in twenty-six (26) bi-weekly payments paid on every other Thursday. When the school calendar should result with payday before the completion of two (2) full weeks of service, at the beginning of the school year, another pay will be added to bring the total to twenty-seven (27).

2. Holiday Paydays

When a payday falls on a holiday, pay will be deposited on the day preceding the holiday, except when a payday falls on January 1, in which case deposits will be made on the following day.

3. Misdirected/Misapplied Direct Deposits

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

D. Deductions

1. Treasurer's Office

a. Taxes

b. Teacher Retirement

c. Insurance

d. WBEA, OEA, NEA, NEOEA, FCPE

e. Charitable Contributions

f. Tax Sheltered Annuities

g. Court ordered deductions

2. Certified Personnel Salary Adjustment

a. Salary adjustments necessitated by a bargaining unit member’s completion of college hours/credits will be made only upon receipt of an official transcript(s). R.C. 3327.14 specifies that transcripts must be received in the Superintendent’s Office by September 15 in order for the adjustment to be made for the current school year. The Board must authorize all salary adjustments to be made. All bargaining unit members are urged to obtain official transcripts to document salary adjustments as early as possible.

b. To qualify for the Master plus 15 pay scale, the hours must fulfill the following criteria:

(1) Hours must be earned after the completion of the Master's Degree.

(2) Courses must be of educational merit.

E. Salary Schedules

The BA base salary will be increased as follows:
July 1st , 2023: 3% with step up and stipends
July 1st , 2024: 2.5% and stipends
July 1st , 2025: 2.5% and stipends

Stipends will be given as follows:

- $500 stipend to all steps 14 – 20
- $700 stipend to all steps 21 – 25
- $800 stipend to all steps 26 – 30
- $2,000 stipend to 31+

Beginning with the 2023 – 2024 school year, new hires with no experience will enter the salary schedule at step 1. The following stipends will be issued at steps 1, 2, and 3 contingent on continuing employment with the district the subsequent school year.

- $3,000 for step 1, payable on the 1st pay in September of the subsequent school year
- $2,000 for step 2, payable on the 1st pay in September of the subsequent school year
- $1,000 for step 3, payable on the 1st pay in September of the subsequent school year

The hourly Tutor Rate will be thirty dollars ($30.00).

If the state minimum salary is increased beyond the base salary, the salary increase will be computed on the higher amount. The index shall be as follows:

(The remainder of this page intentionally left blank.)

Step	BA	BA + 150	MA	MA + 15
0	1.0000	1.0608	1.1016	1.1424
1	1.0659	1.1118	1.1577	1.2036
2	1.1118	1.1628	1.2138	1.2648
3	1.1577	1.2138	1.2699	1.3260
4	1.2036	1.2648	1.3260	1.3872
5	1.2495	1.3158	1.3821	1.4484
6	1.2954	1.3668	1.4382	1.5096
7	1.3413	1.4178	1.4943	1.5708
8	1.3872	1.4688	1.5504	1.6320
9	1.4331	1.5198	1.6065	1.6932
10	1.4790	1.5708	1.6626	1.7544
11	1.5249	1.6218	1.7187	1.8156
12	1.5708	1.6728	1.7748	1.8768
13	1.6167	1.7238	1.8309	1.9380
14	1.6167	1.7238	1.8870	1.9992
15	1.6167	1.7238	1.9431	2.0604
17	1.6383	1.7454	1.9647	2.0820
20	1.6599	1.7670	1.9863	2.1036
25	1.6815	1.7886	2.0079	2.1252
30	1.7031	1.8102	2.0295	2.1468

F. Supplemental Contracts

1. Separate Contract for Supplementals

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

2. Payment for Supplementals

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

3. Division of Payments

Supplemental contract holders shall have the option of receiving the earnings from that contract paid to them in lump sum at the conclusion of the contractual assignments or half ($^1/_2$) of the amount halfway through the season, half ($^1/_2$) at the end of the season, or divided among the regular paydays, commencing two weeks after the assignment has begun. The final payment will be provided after all required documentation is properly submitted.

4. Completion of Supplemental

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

5. Taxes on Supplemental

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

6. List of Supplementals

Supplemental positions will be paid on the base salary effective each contract year. All bargaining unit members holding a contract in the same supplemental contract area for five (5) consecutive years or more shall receive a one percent (1%) increase on the percentage of the supplemental wage.

Any bargaining unit member holding a contract in the same supplemental contract area for an additional five (5) consecutive years (i.e., ten (10) years in the same supplemental area) shall receive an additional one percent (1%) increase on the percentage of the supplemental wage.

A bargaining unit member holding a contract in the same supplemental contract area for an additional five (5) consecutive years (i.e., fifteen (15) years in the same supplemental area) shall receive an additional one percent (1%) increase on the percentage of the supplemental wage, as well as an additional one percent (1%) at twenty (20) years. In the event of interruption of consecutive years of service, supplemental increases will be given for five (5) years of service at one percent (1%) and ten (10) years at two percent (2%) as approved by the Superintendent.

Increased supplemental compensation is not applicable in the following position:

Hours after School.

(The remainder of this page is intentionally left blank.)

ATHLETICS

4%

	CLASS I	CLASS II	CLASS III
HEAD COACH	21.40%	17.60%	12.70%
ASS'T VARSITY	13.70%	10.40%	9.0%
JUNIOR VARSITY	13.70%	10.40%	
FROSH	10.70%	9.70%	8.40%
MIDDLE SCHOOL	9.00%	8.00%	6.50%
	Football	Soccer	Golf
	Basketball	Volleyball	Tennis
	Wrestling	Softball	Cross Country
		Baseball	Cheerleading
		Boys Track	
		Girls Track	
MIDDLE SCHOOL ASSISTANT		Track Only 4%	

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

NON-ATHLETIC SUPPLEMENTALS

CLASS ADVISORS:	
Senior Class	5.60%
Junior Class	5.60%
Sophomore Class	5.60%
Freshman Class	2.00%

MUSIC:	
Instru. Music – High School	19.80%
Instru. Music – Assistant	13.00%
Instru. Music – Middle School	10.20%
Musical Asst. – High School Choreography	2.50%
Musical – High School (2 required)	14.00%
Musical – Middle School/Elementary	4.00%
Young & Alive/Vocal	12.00%
Vocal – Middle School	5.00%
Pep Band	3.00%
Majorette Advisor	3.50%
Flag Line Advisor	3.50%

Vocational Agriculture (2 required)	12.00%
Academic Challenge	6.10%
Pre-Season Conditioning	4.90%
Hours After School	$30.00 per hour unless otherwise specified
Future Teachers	3.90%
Auditorium Supervisor	3.00%
National Honor Society	6.00%
Middle School Environmental Club	2.60%
Pep Club	3.90%
Yearbook High School	11.30%
Summer School	$30.00 per hour
Junior Yearbook	2.00%
Student Council — Junior High	3.00%
Student Council — High School	3.00%
Elementary Robotics/STEM	4.00%
Environmental Club	2.00%
Power of the Pen	2.00%
Esports	4.00%
Washington DC Trip Coordinator	3.00%
Lead Mentor	5.00%

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

7. Extended Days

   Extended days are awarded annually by the Board in June for the coming school year. No extended days beyond those awarded shall be paid.

8. Van Certification

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

9. Dual Credit Stipends Post-Secondary Options

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

10. Coaches who hold supplemental contracts are entitled to the contractual bonus payment for extended years of service in an equivalent sport whether they coach a girls' athletic team, a boys' athletic team or both.

G. Advanced Placement/College Credit Plus Instructors

1. If up to ten (10) students are enrolled in a individual AP/CCP class, the **INSTRUCTING** teacher will receive an additional five hundred dollar ($500.00) stipend.

2. If eleven to nineteen (11-19) students are enrolled in an individual AP/CCP class, the **INSTRUCTING** teacher will receive an additional seven hundred fifty-dollar ($750.00) stipend.

3. If twenty (20) or more students are enrolled in a individual AP/CCP class, the **INSTRUCTING** teacher will receive an additional one thousand dollar ($1,000.00) stipend.

4. For purposes of this article, student enrollment to determine compensation level shall be counted as of the 1st day of October for first semester and AP courses, and the 1st day of February for second semester courses.

5. **INSTRUCTING** teachers for both AP and CCP courses will be afforded summer preparation and/or instructional time up to ten (10) hours at the rate of twenty dollars ($20.00) per hour.

H. Severance Pay

1. Severance Formula

a. At the time of retirement (receipt of the first retirement check from STRS as the trigger mechanism), a bargaining unit member will receive severance pay according to this formula: one-third ($^1/_3$) of their unused accumulated sick leave not to exceed sixty-five (65) days, with ten to nineteen (10-19) years in the West Branch System at the per diem rate of last day of employment. In the event of death of the bargaining unit member, the severance amount shall be paid to the bargaining unit member's estate.

b. Bargaining Unit members with twenty or more (20+) years in the West Branch System: one-third ($^1/_3$) of their unused accumulated sick leave not to exceed seventy-five (75) days at per diem rate as per last day of employment. In the event of death of the bargaining unit member, the severance amount shall be paid to the bargaining unit member's estate.

c. WBEA and the Board will work to identify an alternative means to limit the tax consequences to payment of severance pay with the intent of replacing payment of a bargaining unit member's severance through the Voya or AXA Equitable Special Play Plan for those bargaining unit members who are fifty-five (55) or older at the time of retirement prior to the end of the 2020 – 2021 school year.

d. Any bargaining unit member who reaches and maintains the maximum sick leave accrual of two hundred seventy-five (275) days during the last five (5) years of employment prior to service retirement and who does not utilize (average) more than two (2) sick or personal leave days per year during such five-year period, shall be paid for five (5) additional days, over and above severance amounts in paragraphs a. and b. above, at the prevailing per diem

rate or substitute rate of pay in effect at the time of service retirement whichever is greater.

e. Retirement relates to those bargaining unit members who have indicated an intent to retire and for which the Board has received an application for processing from STRS. Said retirement will be initiated no later than three (3) months after retirement from active service.

2. Elimination of Sick Leave Accrual

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

I. Insurance

1. Hospitalization

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

a. The only PPO program offered will be the Mahoning County School Employees Insurance Consortium Health Plan. A Prescription Drug Program will also be a part of the plan. Provisions required pursuant to the plan description and/or the provider including, but not limited to, a provision for spousal exclusion shall be applicable to all participants.

b. Spousal Coordination of Benefits (COB) - An employee's spouse who is enrolled for coverage with the Board's health insurance program and who has retired and has access to continuous group health insurance coverage pursuant to his/her retirement must enroll in the retirement medical and prescription drug insurance program for at least single coverage.

An employee's spouse who is covered by the Board's health insurance program and who is employed will be required to join his/her employer's insurance program for at least single coverage if such program is available at a monthly cost of three hundred dollars ($300.00) or less.

c. A Summary of Benefits for Major Medical, Prescription Drugs, Dental and Vision can be found at the following website for the Mahoning County School Employee Insurance Consortium:
https://www.mcseic.com/medical.html

d. Payment Plan

During the term of this Agreement, Bargaining Unit Members shall contribute monthly premium payments based on twelve and one-half percent (12.5%) of the premium paid by the Board.

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

f. Should a payment holiday be granted by the Mahoning County School Employees Insurance Consortium, bargaining unit members shall receive a cash bonus of five hundred dollars ($500.00) during each school year that a payment holiday occurs. Payment shall be made to bargaining unit members within two months of the date of the payment holiday.

2. Life Insurance

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

3. Dental Insurance

a. The Board will pay eighty-seven- and one-half percent (87.5%) of premiums for family and single bargaining unit member dental insurance per month and the bargaining unit member will pay twelve and one-half percent (12.5%) of premiums per month.

b. All provisions of the dental insurance contract shall be incorporated into the contract. The calendar year maximum for all Class I, II and III expenses shall not be less than two thousand five hundred ($2,500) per year.

4. Vision Coverage

The Board shall pay eighty-seven and one-half percent (87.5%) of the cost of a vision insurance program offered by the Mahoning County Consortium.

5. Part-Time Employees Insurance

All part-time bargaining unit members shall be provided insurance as stated in Section I, however, the Board shall be required to pay only the fractional part of the Board's share of the monthly premium proportional to the fractional part of the school day for which such bargaining unit members are contracted to work.

J. Worker's Compensation

1. In case of injury or death while pursuing some activity in keeping with the teacher's contract, the teacher or dependents are eligible for payments or medical expense under the Worker's Compensation Act of Ohio.

2. Any bargaining unit member of the Board receiving an injury while at work should immediately report this injury to the building principal and request the necessary forms to make application for payment under this Act.3. The Association and the Board agree to meet and consider whether to take advantage of any plans available from the Bureau of Workers' Compensation to reduce premium costs.

K. Complimentary Pass/Ticket Policy

1. The West Branch Board encourages the attendance of the District bargaining unit member at all school functions. The Board will approve annually the issuance of a complimentary pass (plus a guest — family member) for all school functions (excludes dinner theatres or other functions with an extra cost/charge) by the central office to each District bargaining unit member for all school functions.

2. Bargaining unit members with more than twelve (12) years of service to the West Branch Local Schools shall receive a lifetime pass to all school functions upon retirement.

L. STRS

1. In addition to the required employer contribution to STRS, the Board will, as a condition of employment, contribute an amount equal to each bargaining unit member's contribution in lieu of payment to such bargaining unit member. Such an amount contributed by the Board to SIRS on behalf of the bargaining unit member shall be treated as a mandatory salary reduction otherwise payable to the bargaining unit.

2. An addendum to each bargaining unit member's contract or salary notices will be prepared which states that the bargaining unit member's contract salary is being restated as consisting of (a) a cash salary component and (b) a pick-up component, which is equal to the amount of the bargaining unit member contributions being "picked up" by the Board.

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

M. Attendance Incentive

All employees who have zero (0) days absent will receive a two-hundred-dollar ($200.00) cash payment for each nine (9) weeks of the school year. All employees who have one (1) day absent will receive a one hundred twenty-five-dollar ($125.00) payment for each nine (9) weeks of the school year.

Additional personal days will not count against the attendance incentive or using said day.

N. Bargaining Unit Members Children Attend Tuition-Free

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

O. College Tuition Reimbursement

1. The Board shall appropriate fifteen thousand dollars ($15,000) for each school year during the term of this contract for the purpose of reimbursing bargaining unit members the actual cost for graduate-level tuition from an accredited college or university. The reimbursement rate will not exceed sixty percent (60%) of the actual tuition paid. Actual utilization during any July to June period shall determine the percentage of payment due to bargaining unit members requesting reimbursement. All monies not expended in the current year, after maximum reimbursements, will be carried over to the next year's balance.

2. The bargaining unit member shall be eligible to participate in the reimbursement program after having been employed in the District for a minimum of one (1) year. Further, the bargaining unit member shall agree to work in the district for a minimum of one (1) contractual year following completion of the course or he/she must refund the Board the amount of tuition received.

3. All credit hours taken under this provision shall be limited to courses relating to education that could apply to the member's area of present certification, to add a new area of certification, or to any other course approved by the Superintendent.

4. Correspondence courses and non-credit workshops shall not be approved for purposes of reimbursement. Further, when the bargaining unit member receives any other type of aid or tuition assistance, such amount will be deducted from the total reimbursement. Online courses from accredited universities will be approved.

5. Requests for reimbursement for the annual benefit period must be filed with proper documentation (fee statement, grade card/report, transcript) to the Superintendent by June 30 of the benefit year. Payment shall be made by July 31 following the close of the benefit period.

Reimbursement shall be limited to a maximum of twelve (12) quarter hours or nine (9) semester hours.

P. Moving Allowance

Effective with the 2023 – 2024 contract year, teachers who are moving from one building to another will receive a $150.00 moving allowance stipend.

ARTICLE VII. WORKING CONDITIONS

A. Notice of Student Disability

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

B. Duties

1. Assignment of Duties

a. Duties for bargaining unit members who work in more than one building shall be assigned by the building principal after consulting with the Superintendent.

b. No bargaining unit member shall have bus/car duty unless mutually agreed.

c. Elementary (Pre-K-5) bargaining unit members shall have a thirty (30) minute duty-free period before the student day and a fifteen (15) minutes duty-free period after the end of the student day.

d. Elementary (Pre-K-5) bargaining unit members shall have no more than one (1) duty per day.

2. Changing Duties

Bargaining unit members (6-12) may request a change in an assigned duty (homeroom, study hall, cafeteria, bus, or hall), in writing to the Building Principal for the next school year before the Master Schedule is complete. If scheduling permits, an attempt will be made to rotate duties as requested. Rotation of duties will occur on a basis of:

a. Request to change duties.

b. Request to keep duties.

c. Rotation of all duties.

3. Intervention

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

C. Assignment of Aides

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

D. Access

1. All bargaining unit members shall have:

    a. Telephone access for professional use in a private area, away from the office.

    b. Access to separate lunch area from students.

    c. Access to copier, laminator, computer, and printer.

2. Environmental Requirements:

    a. Windows and doors in working order. Ventilation/exhaust fan for rooms without windows.

    b. Clean, well-lighted, and ventilated restroom.

    c. Clean, healthy school environment that is conducive to learning.

        (1) Every teacher's handbook shall have a copy of the Custodial Needs Report for necessary repairs and maintenance.

        (2) Teachers who have different room assignments will have adequate space for teaching materials and a secure place for personal items in these sites.

        (3) Access to a workroom with ventilation and adequate supplies.

        (4) The Board shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or likely to cause accident, injury, or illness to bargaining unit members.

E. Master Key Fob

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

F. Class Size

1. Class sizes in the District will follow state guidelines. The recommended ratio for grades K-5 is 25:1

2. The Board shall make every reasonable effort to maintain a balance of class size within all sections of a given course in grades 6-12.

3. Class size shall not exceed the number of desks or work stations necessary for each student. This section does not apply to special area classes (art, physical education, music).

4. Pre-Kindergarten class size shall be determined by following the Ohio Department of Education and Ohio Operating Standards for class size. In the case of an overload the District shall follow the procedures for establishing additional units or filing a waiver as required by the standards.

5. The balancing of special education students will be done at the building level with staff input, consistent with the requirements of state and federal laws.

G. Equipment for Curriculum

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

H. Intra-Building Delivery

As adequate and regular delivery of materials and communications between buildings shall be maintained.

I. Inventory of Supplies

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

J. Notice of Assembly

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

K. Equitable Access for Extra-Curriculars

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

L. Input on Decisions

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

M. Ohio Teacher Residency Program

1. West Branch Schools will participate in the Ohio teacher residency program, which shall be a four-year, entry-level program for classroom teachers. The teacher residency program shall include the following components:

    a. Mentoring by teachers who are properly licensed;

    b. Counselling to ensure that program participants receive needed professional development; and

    c. Measures of appropriate progression through the program.

2. The teacher residency program shall be aligned with the standards for teachers adopted by the state board of education and best practices identified by the superintendent of public instruction.

3. Each person who holds a resident educator license or an alternative resident educator license shall participate in the teacher residency program. Successful completion of the program shall be required to qualify any such person for a professional educator License.

4. Mentors must meet all of the following qualifications:

    a. Hold a Five-year Professional License or above;

    b. Three years of teaching experience in the District;

    c. Be selected by the school or district to attend state-sponsored mentor training; and

    d. Successfully complete state-sponsored mentor training.

5. Mentors will be assigned by the District Lead Mentor with the concurrence of the building principal whenever possible by subject area/grade level/department. Participation will be voluntary. A list of currently trained mentors will be provided to the WBEA President annually, upon request.

6. Mentors will be paid an annual stipend of five hundred dollars ($500.00) for each participating resident educator supervised and will be provided two (2) half days of release time for observations and report preparation. Release time will be scheduled with the approval of the building principal. The cost for required training will be paid by the Board. Time for required training will approved for administrative leave.

7. Mentors will complete all state required documentation, which will be provided to the Lead Mentor at the conclusion of the school year for supplemental salary justification.

8. The Resident Educator Program shall not replace the negotiated teacher evaluation system and will not be used to evaluate a resident educator.

9. The Superintendent will appoint a Lead Mentor who will be compensated in accordance with the Supplemental Salary Schedule.

N. Criminal Background Check

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

ARTICLE VIII. BARGAINLNG UNIT MEMBER DISCIPLINE

A. Steps for Bargaining Unit Member Discipline

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

Oral Reprimand
Written reprimand
Suspension
Termination

Nothing herein shall preclude the Administration from initiating discipline at any level depending on the severity of the offense or from issuing more than one (1) oral or written reprimand.

B. Areas of Discipline

The general areas of discipline include:

1. Violations of reasonable regulations to include Board Policy and Administrative Guidelines.

2. Improper conduct.

C. Definition of Due Process

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

D. Removal of Files

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

E. Oral Reprimand Procedure

1. Review of request, rule, order or regulation will be made which is the basis for the disciplinary action.

2. The action or failure on bargaining unit member's behalf to comply with (1) above will be stated.

3. It will be stated that an oral reprimand or warning is being issued.

4. The expectation of the bargaining unit member will be emphasized.

5. Help will be offered.

6. It will be understood that failure to comply will warrant further disciplinary action.

7. A written note or anecdotal record will be made of date, time, and action on appropriate form and signed by the bargaining unit member and administrator.

F. Written Reprimand Procedure

1. Specific facts, such as date, time, and place, witnesses to, and actions of the individual will be stated.

2. The regulation, rule, conduct, procedure, or order violated or breached will be given.

3. Previous oral reprimands or warning will be outlined.

4. It will be stated that this is a written reprimand.

5. The bargaining unit member will be given another opportunity to improve, with hopes and expectations of his/her doing so.

6. It will be stated that, if the bargaining unit member does not improve, he/she will be subject to further disciplinary action.

7. A copy will be given to the individual in person and a copy placed in his/her file.

G. Suspension

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

H. Just Cause

For purposes of termination, just cause shall be subject to the requirements of R.C. 3319.16. No employee shall be adversely evaluated, disciplined, non- renewed, or reduced in rank or compensation without just cause.

I. Reservation of the Right to Terminate

Nothing herein shall preclude the Board from action to institute contract termination proceedings pursuant to R.C. 3319.16 and R.C. 3319.161 when in the sole and exclusive discretion of said Board it is determined that such action is warranted. Termination actions will be processed solely in accordance with the above-stated statutory provisions.

ARTICLE IX - EMPLOYMENT OF RETIRED CERTIFIED PERSONNEL

A. During the term of this agreement the Board is authorized to fill any certificated vacancy with an employee previously retired from the West Branch Local Schools subject to the conditions provided below.

B. For purposes of salary schedule placement, a West Branch Retiree ("WBR") will be granted a maximum of year four (4) on the salary schedule upon initial employment. A WBR may not advance beyond year five (5) on the certificated/licensed salary schedule. WBRs will be credited with all earned training/education for purposes of salary schedule placement. Any salary schedule placement determination as set forth above shall not be subject to the grievance procedure or otherwise challengeable and the parties expressly agree and fully intend that this provision will supersede and take precedence over any and all inconsistent or contrary state or federal statutes, laws and regulations, including but not limited to Section 3317.13 of the Ohio Revised Code.

C. For the 2023 – 2024 and 2024 – 2025 school years, WBRs who are eligible for service retirement and who provide written notice of retirement and interest by April 1 of the year of service retirement will be reemployed in retirement under a two (2) year limited contract. Such contract will otherwise be subject to the provisions of this Article and will expire without notice of non-renewal at the end of the two-year period. No performance evaluations shall be required except as may be required under OTES/OSCES. WBRs who fail to provide notice of retirement by April 1st but who subsequently retire and seek re-employment with the Board will be treated as any other applicant for purposes of post-retirement employment; if re-employed, the provisions of this Article shall apply.

D. Starting with the 2025 – 2026 school year, WBRs who are eligible for service retirement and who provide written notice of retirement and interest by April 1 of the year of service retirement will be reemployed in retirement under a one (1) year limited contract. Such contract will otherwise be subject to the provisions of this Article and will expire without notice of non-renewal at the end of the one-year period. No performance evaluations shall be required except as may be required under OTES/OSCES. WBRs who fail to provide notice of retirement by April 1st but who subsequently retire and seek re-employment with the Board will be treated as any other applicant for purposes of post-retirement employment; if re-employed, the provisions of this Article shall apply.

E. After expiration of the initial contract, WBRs may be reemployed in retirement at the discretion of the District, under additional one (1) year contracts but shall not be eligible for continuing contract status.

F. For purposes of Article V., Section J., Reduction in Force, WBRs will not accrue seniority. WBRs shall not be subject to RIF during the initial period of postretirement employment.

G. WBRs shall accrue sick leave in accordance with law (fifteen (15) days) and be advanced up to five (5) days of paid sick leave per year and two (2) days of paid personal leave per year. Additional days of absence, if any, may be granted at the discretion of the Superintendent, with or without pay. WBRs shall not be eligible to participate in a contractual retirement incentive program, if any, the sick leave bank or for severance pay upon separation from employment. This provision supersedes R.C. Section 3319.141.

H. WBRs may participate in the District's hospitalization, dental, vision or other health insurance programs offered to employees.

I. Except as described in paragraph D., above, prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired. A current employee who retires and intends to return under provisions of this Article must completely fulfill the provisions of his/her last pre-retirement individual contract of employment in order to be considered for additional employment.

J. WBRs will not be assigned in a manner which prevents qualified pre- retirement employees from advancing within their discipline or being denied a voluntary transfer under terms of Article V, Section I.

K. WBRs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this article.

L. The parties specifically agree that these provisions supersede and take precedence over any and all inconsistent or contrary state or federal statutes, laws and regulations, including but not limited to Sections 3313.17, 3319.11 and 3319.111 of the Ohio Revised Code and provisions of this negotiated agreement not specifically referenced herein.

M. WBEA agrees to indemnify and hold the Board harmless for any and all legal claims arising from the automatic rehire provision, if any, in paragraph D. of the Article throughout the life of this Agreement.

ARTICLE X — WBEA/BOARD COMMUNICATIONS COMMITTEE

The WBEA/Board Communication Committee will be established for the purpose of maintaining and enhancing labor relations and to facilitate discussion of issues of concern to the teachers and the Administration in a collaborative environment. The Committee will be comprised of no more than four (4) teachers selected by the Association, and four (4) representatives of the Administration. Each party will appoint representatives in a manner to facilitate at least partial continuity of membership on the Committee.

The Superintendent and the WBEA President will serve as co-chairs of the Committee, which shall meet at least four (4) times per year (twice per semester). At least five (5) school days prior to a Committee meeting a tentative agenda will be developed by the co-chairs to promote more informed discussions.

The Committee is not intended to deal with the implementation or administration of the negotiated agreement.

The Communication Committee will develop two (2) school calendar options for the following school year which the Superintendent will present to the Board, from which the Board shall choose one (1).

The Communication Committee, its meetings, discussions that take place, and resolutions reached shall in no way be construed as collective bargaining negotiations.

ARTICLE XI. EFFECTS OF THE CONTRACT

A. Severability

1. Statutory Compliance

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

2. Validity of Contract

a. Except where otherwise expressly stated herein, any provision or application of this Agreement which shall be found contrary to law shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.

b. Such provisions or application of this Agreement which are or become contrary to law shall be renegotiated within forty-five (45) days of notification by either party of the finding.

c. This Agreement may be added to, deleted from, or otherwise changed only by an amendment properly signed and adopted by both parties.

B. Non-Discrimination

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

C. No Reprisals

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

D. Present Policies and Practices

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

E. Negotiation of Successor Contract

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

F. Consolidation or Transfer of the District

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

G. Printing Master Agreement

The Board and WBEA shall share the cost for printing the Master Contract between the West Branch Board of Education and the West Branch Education Association. Every attempt will be made to limit the number of "paper" copies and the document will be distributed electronically.

(The remainder of this page intentionally left blank.)

H. Duration of Agreement

The terms of this Agreement shall be in effect from July 1, 2023, until Midnight, June 30, 2026.

FOR THE ASSOCIATION:

Its President

Negotiations Rep

Negotiations Rep

Negotiations Rep

Negotiations Rep

OEA Consultant

FOR THE BOARD:

Its President

Superintendent

Treasurer

Team Member

Team Member

Team Member

Appendix A

West Branch Certified Salary Schedule 2023-2024

BASE: $35,000 3% Increase

Full Step	Index	BACH	Index	B + 150	Index	MAST	Index	MA+15
0	1.0000	$35,000	1.0608	$37,128	1.1016	$38,556	1.1424	$39,984
1	1.0659	$37,307	1.1118	$38,913	1.1577	$40,520	1.2036	$42,126
2	1.1118	$38,913	1.1628	$40,698	1.2138	$42,483	1.2648	$44,268
3	1.1577	$40,520	1.2138	$42,483	1.2699	$44,447	1.3260	$46,410
4	1.2036	$42,126	1.2648	$44,268	1.3260	$46,410	1.3872	$48,552
5	1.2495	$43,733	1.3158	$46,053	1.3821	$48,374	1.4484	$50,694
6	1.2954	$45,339	1.3668	$47,838	1.4382	$50,337	1.5096	$52,836
7	1.3413	$46,946	1.4178	$49,623	1.4943	$52,301	1.5708	$54,978
8	1.3872	$48,552	1.4688	$51,408	1.5504	$54,264	1.6320	$57,120
9	1.4331	$50,159	1.5198	$53,193	1.6065	$56,228	1.6932	$59,262
10	1.4790	$51,765	1.5708	$54,978	1.6626	$58,191	1.7544	$61,404
11	1.5249	$53,372	1.6218	$56,763	1.7187	$60,155	1.8156	$63,546
12	1.5708	$54,978	1.6728	$58,548	1.7748	$62,118	1.8768	$65,688
13	1.6167	$56,585	1.7238	$60,333	1.8309	$64,082	1.9380	$67,830
14	1.6167	$56,585	1.7238	$60,333	1.8870	$66,045	1.9992	$69,972
15	1.6167	$56,585	1.7238	$60,333	1.9431	$68,009	2.0604	$72,114
17	1.6383	$57,341	1.7454	$61,089	1.9647	$68,765	2.0820	$72,870
20	1.6599	$58,097	1.7670	$61,845	1.9863	$69,521	2.1036	$73,626
25	1.6815	$58,853	1.7886	$62,601	2.0079	$70,277	2.1252	$74,382
30	1.7031	$59,609	1.8102	$63,357	2.0295	$71,033	2.1468	$75,138

West Branch Certified Salary Schedule 2024-2025

BASE: $35,875 **2.5% Increase**

Full Step	Index	BACH	Index	B + 150	Index	MAST	Index	MA+15
0	1.0000	$35,875	1.0608	$38,056	1.1016	$39,520	1.1424	$40,984
1	1.0659	$38,239	1.1118	$39,886	1.1577	$41,532	1.2036	$43,179
2	1.1118	$39,886	1.1628	$41,715	1.2138	$43,545	1.2648	$45,375
3	1.1577	$41,532	1.2138	$43,545	1.2699	$45,558	1.3260	$47,570
4	1.2036	$43,179	1.2648	$45,375	1.3260	$47,570	1.3872	$49,766
5	1.2495	$44,826	1.3158	$47,204	1.3821	$49,583	1.4484	$51,961
6	1.2954	$46,472	1.3668	$49,034	1.4382	$51,595	1.5096	$54,157
7	1.3413	$48,119	1.4178	$50,864	1.4943	$53,608	1.5708	$56,352
8	1.3872	$49,766	1.4688	$52,693	1.5504	$55,621	1.6320	$58,548
9	1.4331	$51,412	1.5198	$54,523	1.6065	$57,633	1.6932	$60,744
10	1.4790	$53,059	1.5708	$56,352	1.6626	$59,646	1.7544	$62,939
11	1.5249	$54,706	1.6218	$58,182	1.7187	$61,658	1.8156	$65,135
12	1.5708	$56,352	1.6728	$60,012	1.7748	$63,671	1.8768	$67,330
13	1.6167	$57,999	1.7238	$61,841	1.8309	$65,684	1.9380	$69,526
14	1.6167	$57,999	1.7238	$61,841	1.8870	$67,696	1.9992	$71,721
15	1.6167	$57,999	1.7238	$61,841	1.9431	$69,709	2.0604	$73,917
17	1.6383	$58,774	1.7454	$62,616	1.9647	$70,484	2.0820	$74,692
20	1.6599	$59,549	1.7670	$63,391	1.9863	$71,259	2.1036	$75,467
25	1.6815	$60,324	1.7886	$64,166	2.0079	$72,033	2.1252	$76,242
30	1.7031	$61,099	1.8102	$64,941	2.0295	$72,808	2.1468	$77,016

West Branch Certified Salary Schedule 2025-2026

BASE: $36,772 **2.5% Increase**

Full Step	Index	BACH	Index	B + 150	Index	MAST	Index	MA+15
0	1.0000	$36,772	1.0608	$39,008	1.1016	$40,508	1.1424	$42,008
1	1.0659	$39,195	1.1118	$40,883	1.1577	$42,571	1.2036	$44,259
2	1.1118	$40,883	1.1628	$42,758	1.2138	$44,634	1.2648	$46,509
3	1.1577	$42,571	1.2138	$44,634	1.2699	$46,697	1.3260	$48,760
4	1.2036	$44,259	1.2648	$46,509	1.3260	$48,760	1.3872	$51,010
5	1.2495	$45,947	1.3158	$48,385	1.3821	$50,823	1.4484	$53,261
6	1.2954	$47,634	1.3668	$50,260	1.4382	$52,885	1.5096	$55,511
7	1.3413	$49,322	1.4178	$52,135	1.4943	$54,948	1.5708	$57,761
8	1.3872	$51,010	1.4688	$54,011	1.5504	$57,011	1.6320	$60,012
9	1.4331	$52,698	1.5198	$55,886	1.6065	$59,074	1.6932	$62,262
10	1.4790	$54,386	1.5708	$57,761	1.6626	$61,137	1.7544	$64,513
11	1.5249	$56,074	1.6218	$59,637	1.7187	$63,200	1.8156	$66,763
12	1.5708	$57,761	1.6728	$61,512	1.7748	$65,263	1.8768	$69,014
13	1.6167	$59,449	1.7238	$63,388	1.8309	$67,326	1.9380	$71,264
14	1.6167	$59,449	1.7238	$63,388	1.8870	$69,389	1.9992	$73,515
15	1.6167	$59,449	1.7238	$63,388	1.9431	$71,452	2.0604	$75,765
17	1.6383	$60,244	1.7454	$64,182	1.9647	$72,246	2.0820	$76,559
20	1.6599	$61,038	1.7670	$64,976	1.9863	$73,040	2.1036	$77,354
25	1.6815	$61,832	1.7886	$65,770	2.0079	$73,834	2.1252	$78,148
30	1.7031	$62,626	1.8102	$66,565	2.0295	$74,629	2.1468	$78,942

Appendix B

CONVERSION OF PERSONAL LEAVE DAYS TO SICK LEAVE DAYS

I am requesting that any unused personal leave days for the _____ school year be converted to sick leave days per Article IV of the Agreement. I understand that this form must be filed on or before June 15th in order to qualify for the conversion.

_____
Print Name

_____
Signature

_____
Date

Appendix C

Miscellaneous Time Sheet

EMPLOYEE NAME: _____

IN ORDER TO BE ACCEPTED, MUST HAVE EXACT TIMES AND ALL SIGNATURES

Day	Date	Hours Worked	Total Hours	Job and Building
Ex: Sunday	**9/1/2010**	**7AM - 3PM**		**High School Aide**
Sunday				
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				

Total for Week _____

Day	Date	Hours Worked	Total Hours	Job and Building
Ex: Sunday	**9/1/2010**	**7AM - 3PM**		**High School Aide**
Sunday				
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				

Total for Week _____

TOTAL HOURS _____

Employee's Signature: _____

Principal/Supervisor Signature: _____

It's A Great Day to Be a Warrior!
www.westbranch.k12.oh.us
Follow us on Twitter: @WBwarriornation
@MrCoffeeWB1, @WBWarriorPride, @DMWarriorNation, @KXWarriorNation

Appendix D

WEST BRANCH LOCAL SCHOOL DISTRICT
STUDENT INJURY FORM

West Branch Local School District
Student Injury Form

Student' Name: _____ Date of Incident: _____

□ Male □ Female Grade: _____ Time of Incident: _____

□ High School □ Middle School □ Beloit Elementary □ Damascus Elementary □ Knox Elementary

Location of Incident (check appropriate box):

□ Athletic Field
□ Cafeteria
□ Classroom
□ Gymnasium
□ Hallway
□ Bus
□ Stairway
□ Restroom
□ Playground
    □ No Equipment Involved
    □ Equipment Involved (please describe):
    _____
□ Parking Lot
□ Vocation/Shop Lab
□ Other (please explain): _____

When Did the Incident Occur (check appropriate box):

□ Recess
□ Lunch
□ PE Class
□ In Class (Not PE)
□ Class Change
□ Athletic Practice/Session
□ Athletic Team Competition
□ Intramural Competition
□ Before School
□ After School
□ Field Trip
□ Unknown
□ Other: _____

Surface (check all that apply):

□ Asphalt
□ Carpet
□ Concrete
□ Dirt
□ Gravel
□ Ice/Snow
□ Lawn/Grass
□ Mat(s)
□ Sand
□ Wood Chips/Mulch
□ Tile
□ Synthetic Surface
□ Gymnasium Floor
□ Other (specify:) _____

Type of Injury (check all that apply):

	Head	Eye	Ear	Nose	Mouth/Lips	Tooth/Teeth	Jaw	Chin	Neck/Throat	Collarbone	Shoulder	Upper Arm	Elbow	Forearm	Wrist	Hand	Finger	Fingernail	Chest/Ribs	Back	Abdomen	Groin	Genitals	Pelvis/Hip	Leg	Knee	Ankle	Foot	Toe
Abrasion/ Scrape																													
Bite																													
Bumps/ Swelling																													
Bruise																													
Burn/Scald																													
Cut/ Laceration																													
Dislocation																													
Fracture																													
Pain/ Tenderness																													
Puncture																													
Sprain																													
Other																													

Contributing Factors (check all that apply):

□ Animal Bite
□ Collision with Object
□ Collision with Person
□ Compression/Pinch
□ Fall
□ Fighting
□ Overextension/twisted
□ Foreign Body/Object
□ Hit With Thrown Object
□ Tripped/Slipped
□ Struck by Object (Bat, Swing, Etc.)
□ Struck by Auto, Bike, Etc.
□ Contact with hot or toxic substance
□ Drug, Alcohol or Other Substance Involved
□ Weapon
Specify: _____
□ Unknown
□ Other: _____

Description of Incident:

_____
_____
_____
_____

Witnesses to Incident:

_____
_____

Staff Involved: □ Teacher □ Nurse □ Principal □ Assistant Staff □ Custodian □ Bus Driver
□ Secretary □ Cafeteria □ Other (specify): _____

Incident Response (check all that apply):

□ First Aid Time: _____ By Whom: _____
□ Parent/Guardian Notified Time: _____ By Whom: _____
□ Unable to Contact
Parent/Guardian Time: _____ By Whom: _____
□ Parents Deemed No Medical Action Necessary
□ Returned to Class
□ Sent/Taken Home
Days of School Missed: _____
□ Assessment/Follow Up by School Nurse
Action Taken: _____

□ Called 911
□ Taken to Health Care Provider/Clinic/Hospital/Urgent Care
Diagnosis: _____
Days of School Missed: _____
□ Hospitalized
Diagnosis: _____
Days of School Missed: _____
□ Restricted School Activity
Please Explain: _____
Length of Time Restricted: _____
Days of School Missed: _____
□ Other: _____

Describe care provided to the student: _____
_____
_____

What could be done to prevent this type of incident in the future?
_____
_____
_____

Additional Comments: _____
_____
_____
_____

Signature of staff member completing form: _____
Date/Time: _____
Nurse's Signature: _____
Date/Time: _____
Principal's Signature: _____
Date/Time: _____

(This form must be returned to the Superintendent's Office immediately.)

WEST BRANCH LOCAL SCHOOL DISTRICT
EMPLOYEE INITIAL INJURY REPORT
Employee Initial Injury Report
West Branch Local Schools

Employee's Name _____ S.S. No. _____
Home Address _____ Building _____
_____ Home Phone _____
County of Residence _____ Birthdate _____
Marital Status: _____ Married _____ Single _____ Divorced

INFORMATION TO BE COMPLETED BY THE EMPLOYEE

Time of Accident _____ a.m. _____ p.m. _____ Date _____
Activity _____ Place _____
Witnesses to Accident _____
Date Reported and to Whom _____
Where Injury Occurred (i.e., classroom, gym, stairs, etc.) _____
Describe What Caused Injury _____
_____
_____

Employee's Signature _____ Date _____

POST ACCIDENT INFORMATION

Was First Aid Required Yes _____ No _____
Sent or Taken Home Yes _____ No _____
Sent to Hospital Emergency Yes _____ No _____

Name of Person Giving Initial Treatment _____
Comments Including What Has been Done to Prevent a Reoccurrence _____
_____

Signed (Immediate Supervisor) _____ Date _____

THIS FORM MUST BE RETURNED TO THE TREASURER'S OFFICE IMMEDIATELY.

Appendix F

WEST BRANCH LOCAL SCHOOL DISTRICT
PRE-CONFERENCE REPORT NON-OTES

1. Briefly describe the students in your class, including those with special needs.

2. What are your goals for the lesson/unit? What do you want your students to learn?

3. Why are these goals suitable for this group of students?

4. How do these goals support the district curriculum and/or course of study standards?

5. How do these goals relate to broader curriculum goals or, as a whole, to other content areas?

6. Sketch the time frame for this teaching period. What will you do? (Time estimates)

7. What difficulties do you expect students to experience?

8. What instructional resources, if any, will you use?

9. How do you plan to assess student achievement of the goals? What procedures will you use? (Attach tests or performance tasks.)

10. How will you use the results of the assessment?

Administrator's Signature: _____
Date: _____

Teacher's Signature: _____
Date: _____

Appendix G

WEST BRANCH LOCAL SCHOOL DISTRICT
OBSERVATION FORM - NON-OTES

Observation Date: _____

Teacher/Class: _____

Type of Activities: _____

General Comments:

Successful: _____

Would Like to Re-Visit: _____

_____
Teacher's Signature

_____
Administrator's Signature

_____
Date

Exhibit G-1

WEST BRANCH LOCAL SCHOOL DISTRICT

EVALUATION FORM - NON-OTES

Name: _____
Pre-Conference Form: Yes ___ No ___

Building: _____
Subject/Grade: _____
Observer: _____
Dates Observed: _____
Post-Conference Date/Time: _____

Key: 0=Observed NO=Not Observed During This Lesson

Domain A Organizing Content Knowledge for Student Learning

____ Students' background and experiences considered prior to instruction
____ Appropriate learning goals clearly stated
____ Demonstrates understanding of content alignment to past, present, and future goals
____ Teaching methods, materials and activities appropriate for students and goals
____ Assessment/Evaluation appropriate for students and learning goals

Comments /Suggestions:

Domain B Creating an Environment for Student Learning

____ Classroom climate promotes fairness
____ Establishes rapport with the students
____ Disciplinary expectations established, communicated to students, and fairly enforced
____ Communicates challenging learning expectations to students
____ Provides a safe classroom conducive to effective learning
____ Demonstrates concern and understanding for students as people

Comments /Suggestions:

West Branch Local Schools Evaluation

Domain C Teaching for Student Learning

____ Establishes clear learning goals and procedures
____ Develops students' critical thinking skills and application of concepts
____ Monitors students understanding of content, provides feedback, and adjusts instruction
____ Encourages student participation
____ Effective teaching methods appropriate to content
____ Uses instructional time effectively

Comments /Suggestions:

Domain D Teacher Professionalism

____ Shows evidence of reflection on instruction/adjusts future planning
____ Accepts job responsibilities
____ Communicates with parents /guardians about students learning Professional colleague relationships, shared ideas, insights, coordinate learning activities
____ Professional development and evidence of life-long learning
____ Contributes to the district by participation on committees and attends staff meetings at the building and district level

Comments /Suggestions:

West Branch Local Schools Evaluation

Evaluator's overall comments and recommendations

Teacher's overall comments

Administrator's Signature

Date

Teacher's Signature

Date

Exhibit G-2

WEST BRANCH LOCAL SCHOOL DISTRICT

EVALUATION FORM – DISTRICT LIBRARIAN/MEDIA SPECIALIST

Name _____ School Year _____

Building _____ Evaluator's Name _____

Rating:

S – Satisfactory (Performs effectively and meets the standards of the position.)
U – Unsatisfactory (Fails to meet the standards of the position.)
N – Not Observed

Domain A **Planning & Organization**

___ Establishes goals for the library
___ Completes reports accurately and on schedule
___ Follows board policy for selection of materials
___ Establishes and uses consistent procedures for processing and inventory of library property
___ Provides material for recreational purposes for students
___ Provides material of varying interests at age appropriate levels
___ Assures materials are processed in a timely manner to aid in availability

Domain B **Assistance to Students**

___ Maintains print and non-print material in good condition and that is supportive of the curriculum
___ Provides an organized and welcoming environment in each library
___ Maintains circulation policies and procedures

Domain C **Assistance to Parent/Guardian**

___ Demonstrates knowledge of the curriculum
___ Assists classroom teachers in obtaining supportive materials
___ Develops/maintains/improves instructional program of the library
___ Develops procedures for orientation and supervision of the library
___ Instructs and requires proper utilization of the automated circulation system by the library aides

Domain D **Assistance to School Staff**

___ Promotes positive relationships between the school, parents, and community
___ Develops an orientation program for all students
___ Maintains good relationships with faculty, parents, and students
___ Works actively with IEPs and/or IATs
___ Serves as liaison with other student services

Evaluator's overall comments and recommendations

District Librarian/Media Specialist's overall comments and recommendations

Administrator's Signature Date

District Librarian/Media Specialist's Signature Date

Exhibit G-3

WEST BRANCH LOCAL SCHOOL DISTRICT

EVALUATION FORM – SPEECH/LANGUAGE PATHOLIGIST

WEST BRANCH LOCAL SCHOOLS
SPEECH/LANGUAGE PATHOLOGIST EVALUATION REPORT

Name: _____ School Year: _____

Building: _____ Evaluator's Name: _____

Rating:

S – Satisfactory (Performs effectively and meets the standards of the position.)
N – Needs Improvement (Improvement is needed to meet the standards of the position.)
U – Unsatisfactory (Fails to meet the standards of the position.)

Domain A

_____ Student's background and experience considered prior to instruction
_____ Appropriate learning goals based on IEP goals and classroom needs
_____ Demonstrates understanding of content alignment to past, present, and future goals
_____ Teaching methods, material and activities appropriate for students and goals
_____ Assessment/evaluation appropriate for students and learning goals
_____ Ability to adjust to new ideas, techniques and technology

Comments/Suggestions:

Domain B

_____ Establishes rapport with the students
_____ Encourages students and shows empathy toward students
_____ Establishes, communicates to students, and enforces speech rules and daily procedures

Comments/Suggestions:

Domain C

_____ Establishes clear learning goals and procedures
_____ Develops student's critical thinking skills and/or application of concepts
_____ Monitors students' understanding of content, provides feedback, and adjusts instruction
_____ Uses instructional time effectively
_____ Demonstrates promptness and accuracy in records

Comments/Suggestions:

Domain D

_____ Shows evidence of reflection on instruction/adjusts future planning
_____ Maintains a positive relationship with parents/guardians
_____ Maintains a positive relationship with certified and classified staff
_____ Conducts self within recognized ethics of the profession
_____ Shares ideas/insights and coordinates learning activities
_____ Contributes to the district by participation on committees and attends staff meetings at the building and staff level
_____ Actively participates in professional development activities
_____ Completes all forms/charts necessary for testing procedures
_____ Supports administrative policies and procedures
_____ Uses professional information with discretion

Comments/Suggestions:

Evaluator's overall comments and recommendations

Speech/Language Pathologist's overall comments and recommendations

_____ _____
Administrator's Signature Date

_____ _____
Speech/Language Pathologist's Signature Date

Exhibit G-4

WEST BRANCH LOCAL SCHOOL DISTRICT

EVALUATION FORM – SCHOOL NURSE

West Branch Local Schools
School Nurse Evaluation Report

Name _____ School Year _____

Building _____ Evaluator's Name _____

Rating:

S – Satisfactory (Performs effectively and meets the standards of the position.)
N – Needs Improvement (Improvement is needed to meet the standards of the position.)
U – Unsatisfactory (Fails to meet the standards of the position.)

PERFORMANCE

_____ Assists with physical examinations, immunizations; tests – hearing, vision, tuberculosis, scoliosis

_____ Visits District schools on a regular basis

_____ Visits student homes when necessary

_____ Refers students in need of medical, dental, optical, aural care and provide follow-up

_____ Reports to parents, school personnel, physicians, clinics, others on school medical matters

_____ Contacts homes of students if necessary when referred by administration

_____ Maintains up-to-date cumulative health records on all students

_____ Observes students on a regular basis to detect health needs

_____ Conducts maturation program for all students in Grade 4 and new Grade 5 students

_____ Prepares and submits reports in conjunction with Principal as required

_____ Authorizes exclusion/readmission of students in connection with infectious, contagious disease

_____ Assists at kindergarten screening; advises parent and school officials on health matters

_____ Authorizes/supervises the administration of prescription drugs to pupils

_____ Gives assistance to community with special health activities and enlists volunteers

_____ Attends conferences regarding health services and health curriculum

_____ Participates in in-service training programs

_____ Participates in work of health curriculum committee

_____ Cooperates with public health officials in coordinating community resources for school children

_____ Performs such duties compatible with the position of nurse as directed by Superintendent

---

Evaluator's overall comments and recommendations

Nurse's overall comments and recommendations

_____ _____

Administrator's Signature Date

_____ _____

Nurse's Signature Date

Exhibit G-5

PART I
Head Coach Self Evaluation

A. Individual goals (Head Coach) for the next season.
1.

2.

3.

B. Program goals for the next season.
1.

2.

3.

C. Evaluation of individual goals from this season.
1.

2.

3.

D. Evaluation of program goals from this season.
1.

2.

3.

E. Program needs for next season.
1.

2.

3.

F. Program concerns for next season.
1.

2.

3.

Name: _____ **Date:**_____

PART II
Level of Performance

G- Good NI - Needs Improvement U - Unsatisfactory NA - Not Applicable

COMMUNICATION/ADMINISTRATIVE	G	NI	U	NA
Maintains communication with school administration, staff, and coaches of other sports.				
Submits paperwork, in a timely manner, to all required parties.				
Organizes an effective pre-season parent/player meeting that communicates program philosophy and expectations.				
Reports pre-game and postgame details to required sports' media and school personnel. Maintains cooperative relations with the media regarding team information, statistics, and interviews.				
Maintains clear and open lines of communication with athletes.				
Maintains positive, open lines of communication and working relationships with the Booster Club. Attends Booster Club meetings regularly.				
Communicates effectively and works cooperatively with middle school/youth coaches to develop a coordinated program from youth to high school.				
Keeps Athletic Director abreast of concerns, problems, or difficult situations.				
Communicates with assistant coaches in regards to roles, duties, and expectations.				
Communicates with parents regarding academic, athletic, and personal development concerns as needed.				
Abides by all Board of Education and school policies and guidelines.				
Attends mandatory Conference, District, Coaches' Association, and OHSAA meetings.				
Makes responsible budgetary decisions, including fundraising projects, based upon program needs and fund availability. Follows proper budget and purchase order procedures.				
Notifies Athletic Director of any safety concerns regarding equipment or facilities.				
Provides proper supervision prior to, during, and following practices, contests, and travel.				
Maintains appropriate records; collecting and submitting required forms and fees as instructed.				
Cooperates with athletic trainer in regards to student-athletes' physical well being; keeps medical supplies and emergency medical forms on hand at practices and contests.				
Provides an accurate, effective and secure system for the care of equipment; including issue, collection, inventory, and storage of equipment.				
Submits end of the year awards and recognition information in a timely manner.				

Coordinates with the Athletic Department for event management, scheduling, and travel.				
Contacts colleges and universities to assist student-athletes with their future athletic endeavors.				
Establishes and maintains a good rapport with faculty, administration, and other coaches at West Branch Local Schools.				
Promotes all school activities and encourages student-athletes to participate in a variety of sports and activities.				
Serves as a positive role model for student-athletes as a coach and citizen at all times.				

COACHING PERFORMANCE/LEADERSHIP	**G**	**NI**	**U**	**NA**
Demonstrates competence in the fundamentals, skills, strategies, and overall knowledge of the sport.				
Maintains consistent, positive team discipline at practices and contests.				
Organizes practices effectively to achieve team goals.				
Demonstrates sound judgement in tactical coaching decisions.				
Designs training and conditioning programs that properly and safely prepare athletes for peak performance.				
Prepares and communicates an off-season training schedule for student-athletes.				
Conducts self in a professional and sportsmanlike manner at all times.				
Promotes the concepts of teamwork, sportsmanship, and competitiveness to student-athletes.				
Treats athletes, parents, fans, and officials with respect.				
Provides meaningful feedback to individual athletes to help them improve.				
Strives to improve coaching techniques and strategies by attending clinics and seminars related to their sport.				
Develops an effective vision and goals for the entire program and communicates that vision to assistants, athletes and parents.				
Seeks and values the input from assistant coaches on program issues.				
Provides objective input to the Athletic Director on performance of assistant coaches; completes yearly evaluations and provides Athletic Director with copies.				
Strives to build upon successes and improve shortfalls of the program.				
Has a plan to make us the best team in the conference.				

Comments:

The signature of the coach below does not necessarily indicate agreement with the above evaluation. It merely means that the coach has seen it and it has been reviewed with the coach. The coach may attach a memo explaining his/her disagreement regarding any aspect of the evaluation.

_____ _____

Head Coach's Signature Date

_____ _____

Athletic Director's Signature Date

PART III
Assistant Coach Evaluation

G- Good NI - Needs Improvement U - Unsatisfactory NA - Not Applicable

COMMUNICATION/ADMINISTRATIVE	G	NI	U	NA
Cooperates with the head coach regarding team philosophies, guidelines, player expectations.				
Demonstrates care of school facilities and equipment.				
Demonstrates knowledge of the sport while teaching skills and techniques to our student athletes.				
Establishes and maintains a good rapport with faculty, administration, and other members of the coaching staff.				
Demonstrates a good rapport with players.				
Communicates effectively with parents.				
Keeps commitments and is punctual.				
Can manage and control group sessions when student-athletes are under your supervision.				
Supervises practice area and locker room when student-athlete are present.				
Shows a commitment to the program during the off season.				
Conducts oneself in a first class manner during games and practice sessions.				
Attends clinics and seminars to improve as a coach and grow professionally.				
Adheres to the policies and rules set forth by the OHSAA, the Board of Education, and the West Branch administration.				

Comments:

The signature of the coach below does not necessarily indicate agreement with the above evaluation. It merely means that the coach has seen it and it has been reviewed with the coach. The coach may attach a memo explaining his/her disagreement regarding any aspect of the evaluation.

_____ _____

Assistant Coach's Signature Date

_____ _____

Head Coach's Signature Date

Appendix H

OHIO TEACHER EVALUATION SYSTEM (OTES) 2.0

3220 - STANDARDS-BASED TEACHER EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the WBEA, and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by District teachers represented by the WBEA, and for the purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

Definitions

"OTES 2.0" - Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2020, or as otherwise modified by the State Board of Education.

"Teacher" – For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one (1) of the following:

A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or

C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or

D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the WBEA.

The Superintendent, Treasurer, Business Manager and any "other administrator" as defined by R.C. 3319.02 are not subject to evaluation under this policy.

"Credentialed Evaluator" - For purposes of this policy, each teacher subject to evaluation will be evaluated by a District administrator who:

A. meets the eligibility requirements under R.C. 3319.111(D); and

B. holds a credential established by the Ohio Department of Education (ODE) for teacher evaluation; and

C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"Core Subject Area" – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

"Student Growth" – for the purpose of the District's evaluation policy, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.

"Value-Added" – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State-issued standardized assessments.

"Vendor Assessment" – student assessments that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

A. Accomplished;
B. Skilled;
C. Developing; or
D. Ineffective.

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated. The Board will utilize the ODE's guidelines for reporting this information.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession:*

A. understanding student learning and development and respecting the diversity of the students they teach;

B. understanding the content area for which they have instructional responsibility;

C. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

D. planning and delivering effective instruction that advances individual student learning;

E. creating learning environments that promote high levels of learning and student achievement;

F. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and

G. assuming responsibility for professional growth, performance and involvement.

Formal Observation and Classroom Walkthrough Sequence

A. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations and periodic classroom walkthroughs each school year.

B. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs unless the Superintendent waives the third observation.

A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated every three (3) years, as long as the teacher makes adequate progress on their Professional Growth Plan for the most recent year as determined by his/her evaluator. If the determination is made to evaluate every three (3) years, the teacher will nevertheless be provided with at least one (1) observation and post conference in any year that such teacher is not formally evaluated.

The Board may evaluate each teacher who has received a rating of “Skilled” on the teacher’s most recent evaluation once every two (2) years, so long as the teacher makes adequate progress on their Professional Growth Plan for the most recent year as determined by his/her evaluator. If the determination is made to evaluate every two (2) years, the teacher will nevertheless be provided with at least one (1)

observation and post conference in any year that such teacher is not formally evaluated.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth herein in the Appendix.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment" utilizing the Self-Assessment Summary Tool set forth herein as "Teacher Evaluation Form."

Formal Observation Procedure

A. At least two (2) thirty-to-fifty-minute formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

B. All formal observations will be completed using the state provided OTES rubric. The first observation must take place by January 15, absent extenuating circumstances (example: the teacher is unavailable due to an approved leave.)

C. The evaluator and the teacher will sign the observation form.

D. A post-observation conference shall be held within ten (10) school days of each formal observation. Post conference documentation will be provided in Ohio ES.

Informal Observation/Classroom Walkthrough Procedure

A walkthrough shall not unreasonably disrupt and/or interrupt the learning environment.

A minimum of two (2) walkthroughs, each five (5) to fifteen (15) minutes in duration, will be completed each school year in which a teacher is evaluated.

A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

High Quality Student Data

As required by ORC 3319.112, teachers will use **at least two measures of High-Quality Student Data** to show evidence of student learning attributable to the teacher being evaluated.

Teachers will

- Use at least two measures of district determined high-quality student data to provide evidence of student learning attributable to the teacher being evaluated.

- When applicable to the grade level or subject area taught by a teacher, HQSD shall include the **value-added progress dimension** and the teacher shall use at least one other measure of HQSD to demonstrate student learning.

HQSD may be used as evidence in any component of the evaluation where applicable. It is recognized there are many types of data that can be used to support student learning, and the data include much more than just test scores. These types of data and their uses are important and should continue to be used to guide instruction and address the needs of the whole child but may not meet the definition of high-quality student data for the purpose of teacher evaluation.

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to the specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy results
- Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students
- Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress toward achieving state and local standards

ORC 3319.112 Prohibits the shared attribution of student performance data among all teachers in a district, building, grade, content area, or other group.

Final Evaluation Procedures

Each teacher's performance rating will be based upon the criteria developed by the Ohio Department of Education.

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed by the teacher, the receipt is to be sent to the Superintendent as soon as received.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or professional improvement plan as follows:

A. Teachers whose final holistic rating is "accomplished" will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the OTES 2.0 Framework.

B. Teachers whose final holistic rating is "skilled" will develop a professional growth plan jointly with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the OTES 2.0 Framework.

C. Teachers whose final holistic rating is "developing" will develop a professional growth plan that is guided by their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional growth plan, utilizing the components set forth in the OTES 2.0 Framework.

D. Teachers whose final holistic rating is "ineffective" will be placed on an improvement plan developed by the evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the improvement plan, utilizing the components set forth in the OTES 2.0 Framework.

E. Nothing herein shall prevent or require the Administration to place any teacher on an improvement plan at any time based upon any noted deficiencies in any individual component of the evaluation system. A plan of assistance for improvement may be developed and implemented for a teacher based upon any issue that may not be observable in a formal classroom setting but otherwise negatively affects a teacher's performance.

F. Improvement plans will provide written direction and assistance toward correction of deficiencies and allow a reasonable time for improvement in any areas of performance deficiency identified.

Board Professional Development Plan

In accordance with the Ohio State Board of Education's Statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

The removal of poorly performing teachers will be in accordance with the Ohio Revised Code and any applicable provisions of the Collective Bargaining Agreement in effect between the Board and the WBEA.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the WBEA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.114,			3319.22,	3319.222
R.C.	3319.226,	3319.26,	3319.58,	3333.0411
A.C.				3301-35-03(A)
Sub. H.B. 362				

Revised 6/27/13
Revised 12/18/14
Revised 9/29/16
Revised 10/19/17
Neola 2015

12926741 _1
118442.0078

West Branch Local Decisions for OTES 2.0

Performance Components

- The district "requires" that teachers complete the self-assessment as it is a best practice and will assist in the completion of the Professional Growth Plan. It remains private to the teacher.
- The district requires that pre-conferences be held. The questions recommended from ODE will be utilized.
- The district requires that all observations are announced.
- The district requires that feedback is given on walkthroughs. The ODE provided form will continue to be used.
- The district requires that additional conferences, outside of the two required, be optional and at the discretion of the teacher and/or evaluator.

Evaluation Cycle

- No more than 2 focus areas are included during a Formal Focused Observation. The evaluator will still collect evidence for other parts of the rubric, but will be honing in on the selected focus areas.
- Teachers with a summative rating of Skilled will complete the full cycle every two years, and Accomplished – Full cycle every three years. The one observation will be a Focused Observation. WB recommends no more than 2 focus areas be included during a Formal Focused Observation. The evaluator will still collect evidence for other parts of the rubric, but will be honing in on the selected focus areas.

- A post-conference will occur shortly after the observation. CBA says within ten business days. Prior to the end of the school year, a conference will occur to determine progress on the PGP.
- The district will choose to not evaluate a teacher who has been board approved for retirement by December 1.
- The district will evaluate a teacher participating for the first time in the Resident Educator Summative Assessment (RESA).
- A teacher will not be evaluated if he/she/they are on board approved leave 50% or more of the contracted year. Calculation of number of days present and number of days on board approved leave.
- If a teacher is being considered for non-renewal, notification given by June 1. ORC: "Notwithstanding division (A)(3) of section 3319.112 of the Revised Code, the board shall require at least three formal observations of each teacher who is under consideration for nonrenewal and with whom the board has entered into a limited contract or an extended limited contract under section 3319.11 of the Revised Code." The third evaluation will be a Formal Focused observation.

Professional Growth Plans

- WB will require no more than two goals on the Professional Growth Plan.
- Professional growth plans will be developed prior to October 1st of each school year.
- When the growth plan is completed, the evaluator and teacher will discuss the alignment to district goals.

High Quality Student Data (HQSD)

- All High Quality Student Data assessments must align to the seven criteria and four uses outlined in the OTES 2.0 Framework and ORC.
- Value Added must be used if a teacher has it. If a teacher has NWEA-MAP the teacher must use it.
- Evaluator will make the determination if teacher generated assessments are aligned to the criteria for High Quality Student Data as outlined in OTES 2.0 Framework and ORC.
- Teacher generated assessments must be submitted and approved by the evaluator between August 1st and the middle of September each school year.