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AGREEMENT

BETWEEN

WESTERN BROWN EDUCATION ASSOCIATION

AND

WESTERN BROWN BOARD OF EDUCATION [Brown County]

July 1, 2024- June 30, 2027

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ARTICLE I - RECOGNITION

1.01 PREAMBLE:

The parties recognize education for the children of the Western Brown School District is the primary purpose of this school district and that good morale in the professional staff is necessary for the best education of the children, and recognizing that the objectives of the educational program are realized to a high degree when mutual understanding, cooperation and effective communications exist between the Board of Education and its professional staff.

1.02 PARTIES TO CONTRACT:

The Western Brown Board of Education, hereinafter referred to as the "Board" and the Western Brown Education Association hereinafter referred to as the "Association" hereby adopt the following agreement.

1.03 RECOGNITION:

The Board recognizes the Association, an affiliate of the Ohio and National Education Associations, as the sole and exclusive bargaining representative of all full time certificated personnel employed by the Board, excluding the Superintendent, principals, all other administrators, substitute teachers except as provided in Section 6.02321 and all other employees for the following matters:

a. Wages
b. Hours
c. Terms and other conditions of employment

1.04 MANAGEMENT RIGHTS:

The Board hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws of the Constitution of the State of Ohio, including such rights as are set forth in *Ohio Revised Code* 4117.08, except as expressly limited by the terms of this contract.

ARTICLE II – NEGOTIATIONS PROCEDURES

2.01 PRESENTATION OF PROPOSALS:

All issues proposed for bargaining shall be presented by each to the other party at the first meeting. A written mutual consent shall be necessary for the parties to discuss any additional proposal not presented at the first meeting.

2.02 REQUEST TO OPEN NEGOTIATIONS:

Requests to open negotiations shall be made in writing by either party after April 1 for bargaining to open pursuant to a reopener and for negotiations to begin on a successor contract. Within fifteen (15) working days of the receipt of said notice by the other party,

the first bargaining session shall be held. The first bargaining session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary.

2.03 BARGAINING TEAMS:

Each bargaining team shall consist of no more than seven (7) persons of which one (1) will be designated as spokesperson. All bargaining shall be conducted by the said team.

2.04 NEGOTIATIONS MEETINGS:

The bargaining teams shall meet at mutually agreed upon places and times. Following the initial meeting as described above, such additional meetings shall be held as the parties may require to reach an understanding on the issues or until an impasse is reached.

2.05 AGREEMENT:

2.051 TENTATIVE AGREEMENT:

Tentative Agreement on bargaining items shall be reduced to writing and initialed by the spokesperson of each party.

2.052 RATIFICATION:

When substantive agreement on the total agreement is reached, the total agreement shall be reduced to writing and signed by the spokesperson of each bargaining team. Such agreement shall be submitted to the Association's membership for ratification. The Association shall notify the chief spokesperson for the Board of the Association's action. Upon ratification by the Association, the Board shall take action on the agreement at its next regular or special meeting. If the agreement is adopted by the parties, it shall be signed by the respective presidents of the Association and the Board.

2.06 DISTRIBUTION OF CONTRACT:

The district will distribute an electronic version of the contract to each employee's school email address by September 1 of each year and immediately after any successor contract is ratified and signed by the parties.

2.07 BARGAINING INFORMATION:

The Treasurer shall provide the Association's agent at no cost with the following if requested:

a. Training and experience grid
b.
Any other public documents relevant to negotiations.

2.08 DISAGREEMENT:

2.081 IMPASSE PROCEDURE:

If, after forty-five (45) days prior to the expiration of the agreement, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

2.082 MUTUALLY AGREED DISPUTE RESOLUTION PROCEDURE:

This dispute resolution procedure is mutually agreed to by the parties under *Ohio Revised Code* 4117.14 (C) (1) (f) and is intended to supersede the procedures contained in *Ohio Revised Code* 4117.14.

2.083 MEDIATION PERIOD:

The mediation period shall be thirty (30) calendar days from the day the initial mediation session is held. The mediation period may be extended beyond the thirty (30) days by mutual agreement of the parties.

2.084 RIGHT TO STRIKE:

At any time after the initial thirty (30) calendar days set forth in Article 2.083 above, and assuming the contract has expired and no agreement has been reached, the employees in the bargaining unit represented by the Association shall have the right to strike provided that the Association has given a ten (10) day prior written notice of an intent to strike to the Board and to the State Employment Relations Board as required by 4117.14 of the *Ohio Revised Code.*

2.085 RIGHT TO STRIKE ON REOPENER:

For the purposes of this section, a reopener date shall be treated as if it is an expiration date for the purposes of allowing the Association the right to strike as provided by *Ohio Revised Code* 4117.14 (D) (2).

2.086 FINAL STEP:

Both parties agree that this procedure is the final step in negotiations.

ARTICLE III – GRIEVANCE PROCEDURE

3.01 DEFINITIONS:

3.011 GRIEVANCE:

A grievance is a complaint involving the alleged violation, misinterpretation, or misapplication of this agreement.

3.012 GRIEVANT:

The grievant is the employee, group of employees or the Association filing the grievance.

3.013 DAYS:

During the school year, day shall mean a day when school is in session. After the last scheduled day of the school year, day shall mean a week day.

3.02 INFORMAL PROCEDURE:

The grievant shall discuss the grievance informally with the immediate supervisor for the purpose of resolving the issue prior to filing a formal grievance. Such a meeting shall take place within twenty (20) days specified in Formal Step One of this article.

3.03 FORMAL PROCEDURE:

3.031 FORMAL STEP ONE (BUILDING PRINCIPAL/IMMEDIATE SUPERVISOR):

The aggrieved may file a grievance in writing with the building principal or immediate supervisor, with a copy to the WBEA building representative or any member of the WBEA Grievance Committee. If such grievance is not filed within twenty (20) days following the act or condition upon which said grievance is based, or became known, or should have become known, the grievance shall no longer exist. The principal or immediate supervisor shall within ten (10) days after receipt of the grievance give the aggrieved a written answer, with a copy to the WBEA building representative and the Superintendent of Schools.

3.032 FORMAL STEP TWO (SUPERINTENDENT):

If the aggrieved believes that the grievance has not been resolved satisfactorily, the aggrieved may, within five (5) days after receipt of the written answer as required in Formal Step One, refer it in writing to the Superintendent. The Superintendent shall within five (5) days after receipt of the grievance, meet with the aggrieved to discuss the grievance. Within five (5) days after such meeting, the Superintendent shall give to the aggrieved, the principal or immediate supervisor and the WBEA a written answer.

3.033 FORMAL STEP THREE (ARBITRATION):

The WBEA may appeal from Formal Step Two to Arbitration by submitting a demand for arbitration to the American Arbitration Association (AAA) within ten (10) days of receipt of the Formal Step Two disposition.

3.0331 DEMAND FOR ARBITRATION:

Copies of the demand will be mailed to the Superintendent at the same time as to the AAA. The mailing or delivery shall be done so that date of receipt will comply with the ten (10) day limit for submission to arbitration. Email will be an accepted form of delivery.

3.0332 ARBITRATOR SELECTION:

The AAA shall supply to the parties a list of nine (9) possible arbitrators who shall be selected according to the AAA's Voluntary Rules.

3.0333 POWERS OF THE ARBITRATOR:

The arbitrator shall have no power to alter, add to, or subtract from the terms of the contract or make any decisions contrary to law or the contract. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declaration of opinion which are not directly essential in reaching his/her decision.

3.0334 BINDING DECISION:

The decisions and awards of the arbitrator shall be binding on the parties.

3.0335 COST OF ARBITRATION:

The cost of the Arbitrator's fees and court reporter shall be split equally between the parties. If either party unilaterally, without reaching a resolution or grievance settlement, withdraws a request for arbitration after being filed, the party withdrawing said request for arbitration shall be responsible for all cost and fees of the Arbitrator.

3.04 GENERAL PROVISIONS:

3.041 GRIEVANT TIMELINES:

The grievant's failure to comply with any time limit or procedure specified in this article shall constitute a waiver of his/her right to pursue the grievance at the next step.

3.042 DISTRIBUTION:

All notices, answers, and decisions shall be sent to all parties involved at each step.

3.043 ADMINISTRATION TIMELINES:

The failure of the administration or Board to comply with the time limit or procedures specified in this article shall permit the lodging of the grievance at the next step.

3.044 REPRESENTATION:

At any stage of the grievance procedure, the aggrieved person shall be permitted to be accompanied by WBEA representatives, including representatives of the WBEA's affiliate on the state and/or national level for meetings with any administrator and/or with the Board. The Board and any of its administrators may also have representatives of their affiliated group on a local, state and/or national level at any stage of the grievance procedure.

3.045 TIME LIMITS:

Time limits of this article shall be considered as maximum but may be extended in writing by mutual agreement of the parties.

3.046 GRIEVANCE RECORDS:

No records, documents or communication concerning a grievance will be placed in the personnel file of an individual grievant but will be placed in a school district grievance file.

3.047 GRIEVANCE RESOLUTION AT LOWEST LEVEL:

All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance at which the administrator deciding the grievance has the authority to make a decision.

ARTICLE IV – ASSOCIATION RIGHTS

4.01 USE OF BUILDINGS:

Upon request, the Association shall have the right to use school buildings without cost for Association meetings provided no other school-related activities are scheduled for the area and time requested, and provided further that the building is used during the normal work hours of the custodial staff. If the use of the building is requested outside the normal work hours of the custodial staff, the Association shall reimburse the Board for expenses involved.

4.02 USE OF EQUIPMENT:

Upon approval of the building principal or administrator in charge of the building, the Association shall have the right to use the School District's word processing, computing and duplicating equipment, provided that the Association shall pay for all consumable materials used by the Association. Such approval to use such machines will not be unreasonably withheld.

4.03 DISTRIBUTION OF ASSOCIATION MATERIAL:

The Association shall have the right to place notices, circulars and other materials in all staff mailboxes and/or use electronic mail for the dissemination of Association information. The Association may also utilize the services of the inter-school mail pick-up and delivery. It is understood that the use of this service will be reasonable.

4.04 ASSOCIATION ANNOUNCEMENTS:

The Association may use the school public address system for Association announcements in keeping with normal building procedures, and representatives of the Association may make announcements at the end of, but prior to the close of, school faculty meetings.

4.05 BOARD INFORMATION:

The Board will make available to the Association, upon reasonable request and in reasonable time, copies of all Board agendas, minutes and other information relevant to collective bargaining.

4.06 TEACHER HANDBOOK:

The Board will provide each employee covered by this agreement an electronic copy of and/or electronic access to the current Teacher Handbook, Board Policies, administrative manual and building handbook upon reasonable request.

4.07 ASSOCIATION ACCESS:

The President of the Association or his/her designee and the UniServ consultant shall be allowed to visit schools in the District for the purpose of meeting with employees covered by this agreement. During school hours, the President or his/her designee and the UniServ consultant shall make his/her presence known to the principal or in his/her absence his/her designee upon entering the building. It is understood that such visits will not interfere with the normal duties of the President, his/her designee or the staff member(s) to be contacted.

4.071 The Association shall have access to new employee orientation meetings and an exclusive time period to discuss union issues.

4.08 ASSOCIATION DUES DEDUCTION:

The Treasurer of the district will deduct the total professional dues from any employee's salary and forward same to the Association, with the exception of the procedures set forth

below, if the employee requests said deduction in writing by September 30 of each school year.

4.081 SCHEDULE OF DEDUCTIONS:

The first deduction will be made from the second paycheck in October and will be held in equal amounts through the first pay in May.

4.082 FORWARDING DUES TO THE ASSOCIATION:

The Treasurer of this district shall forward to the Treasurer of the Association the total Local Association dues by no later than November 1.

4.083 CONTINUING ENROLLMENT:

Dues deduction and membership authorization shall be continuous once requested for the duration of this negotiated Agreement, except that such authorization may be revoked by the employee, in writing from August 1 – August 31 during the first year of this negotiated Agreement. Upon enrollment, the Association will notify the employee that enrollment will be continuous throughout the duration of this negotiated Agreement. The dues deduction authorization provided for herein, shall not be revoked except during the open period set forth above. A teacher shall give written notice to the Treasurer of the Board and to the Treasurer of the Association to discontinue such deductions during the window period. If an employee leaves employment or initiates an unpaid leave after the beginning of the work year, the Board will deduct the remaining annual dues deductions due the Association in an employee's final pay.

4.09 EXCLUSIVITY:

During the duration of this agreement, the rights afforded the Association under this agreement, with the exception of the use of the buildings, shall not be extended to any labor organization whose existence is to act as the collective bargaining representative of the employees covered by this agreement.

4.10 COMMITTEES:

The parties agree any committee established affecting the teaching staff shall have the WBEA members included on the committee.

4.101 ADVISORY STATUS:

Each of the committees shall be advisory only. When necessary, findings and recommendations of each of the respective committees shall be reported in writing to the Superintendent, WBEA President, and the Board by the Chairperson, or his/her designee.

4.11 LABOR-MANAGEMENT COMMITTEE (LMC):

The Board and the Association agree to meet monthly to discuss matters of mutual concern. The parties shall meet on the fourth Tuesday of the month except as otherwise

mutually agreed. The President of the Association and the Superintendent shall mutually agree on the time and place of the meeting. Agenda items shall be submitted by the third Tuesday of the month at which time the agenda shall be distributed to both parties. If no items are submitted for the agenda, no meeting need be held. This does not limit the parties agreeing to meet to discuss items that may arise after the agenda deadline. A written response by the parties shall be given within thirty (30) days or the next LMC meeting, whichever is sooner, to any questions raised at the prior meeting. No more than five (5) persons shall represent each party and that should include the President of the Association and the Superintendent. The five (5) persons from the Association shall be one (1) person from each building and the Association President.

4.12 ASSOCIATION LEAVE:

Officers and representatives of the Association shall be entitled to leave with pay, to a maximum collective total of five (5) days in any one school year, to be used for conducting Association business.

4.13 STRS PICK-UP (SALARY REDUCTION METHOD):

The Board herewith agrees with the Association to pick-up (assume and pay) contributions to the State Teachers Retirement System on behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up on behalf of each employee shall be the total employee's contribution based upon the employee's total annual compensation.
2. The pick-up shall apply uniformly to all members of the bargaining unit.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. The pick-up shall become effective upon ratification and shall apply to all compensation including supplemental earnings thereafter.
5. The Association agrees on behalf of its members that the consequences of any adverse ruling by the Internal Revenue Service or by a court of law holding that said contributions are not in the form of a salary reduction shall be the responsibility of the member and not the responsibility of the Board.

4.14 FAIR SHARE FEE:

This Fair Share Fee Article is null and void as a matter of law based on the U.S. Supreme Court's decision in *Janus v. AFSCME, Council 31*, 585 U.S.; 138 S. Ct. 2448 (2018). In the event the decision is overturned the language from this Article contained in the 2017-2020 contract shall be restored.

ARTICLE V – BARGAINING UNIT MEMBER RIGHTS AND PROTECTION

5.01 PERSONNEL FILES:

5.011 ONE FILE:

There shall be only one personnel file. The employee's personnel file shall be kept in the district office. Personnel files shall be considered strictly confidential, except as provided by law.

5.012 RIGHT TO REVIEW:

Upon reasonable advance request, individual staff members shall be able to review their personnel file. The staff member shall have the right to be accompanied by an Association representative. A representative of a member shall be given access to the file of said member upon presentation of written authorization from such member.

5.013 ACCESS:

In addition to the individual staff employee, the individual members of the Board, Superintendent and building principals directly related to supervision of that staff member shall have access to such personnel files, except as provided by law.

5.014 COPY OF MATERIAL TO EMPLOYEE:

Prior to placing an evaluation, complimentary or derogatory material in a staff member's file, said staff member shall be provided the opportunity to read and initial the material. Upon refusal of the affected staff member to sign or initial the material intended for placement in the personnel file, such material may be filed so long as the date of the refusal has been noted on the material. The initial or signature of a staff member shall not constitute agreement with the contents of the file material. The staff member shall receive a copy of any material placed in his/her file.

5.015 RIGHT TO WRITTEN REPLY:

Any affected staff member shall have the right at any time to attach a written reply and/or rebuttal to any material in or being placed in his/her file. Such replies/rebuttals shall be initialed, dated and attached to the material in question by the receiving administrator.

5.016 FILE CONTENTS:

Anonymous letters or materials shall not be placed in a staff member's file, nor shall they be made a matter of record. Parental/student complaints shall not be included in the personnel file, unless related to discipline.

5.017 REMOVAL OF MATERIAL:

Information in the personnel file may be removed upon mutual agreement of the staff member and the administrator making the entry or the Superintendent.

5.018 STAFF MEMBER SUBMISSION OF DOCUMENTS:

Staff members may submit letters of merit which shall be placed in their file.

5.019 CHALLENGE OF FILE CONTENTS:

Any employee who challenges the materials, except for the employee's evaluation, placed in his/her personnel file shall have the right to file a grievance.

5.02 PARENTAL COMPLAINTS:

In the event a parental complaint warrants discussion between employee and supervisor, the complaint must be written on a form and signed by the parent. (See EXHIBIT N)

5.03 NONRENEWAL OF LIMITED CONTRACTS:

Nonrenewal of teachers shall follow O.R.C. 3319.11.

5.04 TENURE / TERMINATION:

Teachers shall be granted tenure in accordance to the provisions set forth in the O.R.C. 3319.11 and shall be terminated as set forth in O.R.C. 3319.16 and 3319.161. Provided the teacher provides notice of continuing contract eligibility as specified in Article 6.011, Continuing Contract Status.

5.05 DISCIPLINE:

When imposing discipline under this procedure, the Superintendent or any Administrator shall advise the employee that a disciplinary situation may exist and shall inform the employee of the nature of the meeting. The employee shall then be permitted to contact an Association representative of their own choosing. Once the representative has been contacted, a date and time for this meeting will be established. This meeting shall take place within five (5) work days of the employee being notified of this situation. This time line may be extended by mutual agreement.

5.051 The Superintendent or other administrator may discipline an employee for just cause and when doing so, shall utilize the following process:

5.0511 FIRST VIOLATION:

Discussion of problem with employee and immediate supervisor. If after this discussion with the employee the administrator believes the teacher has engaged in misconduct, then the administrator will issue a verbal warning and then this will be considered the First Violation of the discipline process. The warning will be documented in a memorandum given to the employee, outlining the concerns that were verbally

expressed to the teacher. The memorandum shall be removed from the employee's personnel file if the employee does not engage in further misconduct within a period of two (2) years (specified period) from the date of verbal warning.

5.0512 SECOND VIOLATION:

If the teacher was given a verbal notice as specified in Article 5.0511, and engages in further misconduct, the employee may be given a written letter of reprimand from the Superintendent or other administrator(s) as necessary. The employee will then be informed that if there are repeated violations during the specified period, the teacher may be issued additional written notices that may result in further disciplinary action.

5.0513 THIRD VIOLATION:

If the teacher again engages in misconduct within the specified period, the employee may be issued another written notice and could be suspended up to three (3) days from work with loss of pay as recommended by Superintendent. The written notice will clearly specify that further misconduct may result in possible additional days of suspension without pay and/or possible recommendation for termination.

5.0514 FOURTH VIOLATION:

If the teacher continues to engage in misconduct within the specified period, the Superintendent may recommend the termination of the employee's contract by the Board pursuant to 3319.16 and 3319.161, ORC.

5.052 SEVERITY OF INFRACTION:

The above procedures shall not prevent the Board from proceeding to any step in the sequence depending upon the severity of the infraction.

5.053 CONDUCT IN ORC 3319.16 EXCLUDED:

It is understood that the conduct in R.C. 3319.16 shall not be subject to the above disciplinary procedure but may be grounds for suspension as described in the third violation above or termination as described in the fourth violation above.

ARTICLE VI – EMPLOYMENT PRACTICES

6.01 CONTRACT SEQUENCE:

The initial employment contract of an employee covered by this Agreement shall be for a term not to exceed one (1) year. Thereafter, if the teacher is not eligible for continuing contract status and is reemployed at the expiration of an expiring limited contract, the successor contract shall be for a term of not less than:

First Renewal	-	One Year Contract
Second Renewal	-	One Year Contract
Third Renewal	-	Two Year Contract
Fourth Renewal	-	Three Year Contract
Subsequent Renewal	-	Five Year Contract

6.011 CONTINUING CONTRACT STATUS:

The above contract sequence and renewal terms shall not be applicable to any teacher when that teacher becomes eligible for continuing contract status. When a teacher becomes eligible for continuing contract status, the provisions of R.C. 3319.11 shall apply with respect to the reemployment of the teacher.

Any teacher who may be eligible for continuing contract at the expiration of his or her limited contract must provide written notice to the superintendent and building principal on or before September 15 of the contract year in which their limited contract will expire. Failure to provide this notice will result in the teacher receiving a one year limited contract. The teacher may then apply again for a continuing contract the following year.

6.02 ASSIGNMENTS, INVOLUNTARY TRANSFERS, SENIORITY, VOLUNTARY TRANSFERS AND VACANCIES:

6.021 DEFINITIONS:

6.0211 ASSIGNMENTS:

Means the teaching and/or subject area and grade taught and the building in which the teacher is presently assigned.

6.0212 INVOLUNTARY TRANSFER:

An involuntary transfer is a change in a teacher assignment not requested by the member.

6.0213 SENIORITY:

Continuous employment of the member within the district beginning with the date the board acted on the member's initial contract. Continuous employment shall include all time on sick leave and all time during suspension if the member is reinstated.

6.0214 VOLUNTARY TRANSFER:

A change in a teaching position from one building to another building at the request of the teacher. Teachers may ask for a transfer in areas in which they are certified.

6.0215 VACANCY:

A vacancy is an opening in the District for which a certified teacher is required.

6.022 ASSIGNMENTS / REASSIGNMENTS:

6.0221 PRINCIPAL / STAFF MEMBER DISCUSSION:

Prior to the end of each school year, each principal will meet with each staff member to discuss proposed assignments for the next school year.

6.0222 NOTICE OF CHANGE IN ASSIGNMENT:

If a change in assignment is made, a written notice authorized by the Superintendent will be given to all affected individuals prior to July 15.

6.0223 REASSIGNMENT:

In the event reassignment becomes necessary during the school year such reassignments shall be due only to the following reasons: death, resignation, and dismissals. The teacher(s) involved will be given thirty (30) days notice unless it is not possible to give such notice.

6.0224 CRITERIA FOR REASSIGNMENT / INVOLUNTARY TRANSFER:

When involuntary transfer/reassignment is necessary, length of service in the school system, length of service in the building, the area of certification, and other relevant factors will be used in determining which teacher is to be transferred/reassigned.

6.0225 RIGHT TO REASONS (REASSIGNMENT / INVOLUNTARY TRANSFER):

Whenever a teacher is reassigned, such teacher will have the opportunity to discuss the reassignment and the reasons for such reassignment with the Superintendent. Upon request, the affected member will be given the reason(s) for the transfer/reassignment in writing or via email.

6.023 POSTING AND FILLING VACANCIES:

6.0231 POSTING REQUIREMENTS:

Regular teaching vacancies, newly created positions and supplemental vacancies shall be posted on the bulletin board in each of the teacher work/lounge rooms and emailed to all staff as they become known.

6.0232 POSTINGS DURING SCHOOL YEAR:

Beginning the first day of school, vacancies in regular teaching positions shall be filled by a substitute(s). These positions shall be posted at the end of that school year.

6.02321 SUBSTITUTE STATUS:

After 60 days of employment in this position, or placement on the regular salary schedule, the substitute hired pursuant to Section 6.0232 shall become a member of the bargaining unit, having all rights and privileges except that the substitute shall automatically be non-renewed. The reason for non-renewal shall be for termination of substitute employment that shall not be challenged by the employee or the Association.

6.0233 SUMMER POSTINGS:

Staff members shall be emailed a copy of any posting during the summer or when school is not in session within five (5) days after creation of the vacancy. Such postings will also be posted on the District web site.

6.0234 CONTENT OF POSTING:

Information to be included in each posting shall include the following:

1. Position(s)
2. Requirements for the position
3. Deadline for submission of application, which shall be no less than five (5) days after the postmark of the mailing.
4. Effective projected starting date
5. Any additional pertinent information

6.0235 BARGAINING UNIT PREFERENCE:

In filling the posted vacancy, staff covered by this agreement shall be considered first and considered in order of seniority, before outside applicants are considered.

6.0236 VOLUNTARY REASSIGNMENT:

Any teacher desiring to change his/her building location and/or subject and/or grade level assignment shall so notify the Superintendent in writing. Such requests shall include, in order of preference, the grade(s) and/or subject(s) to which the individual desires to be transferred and the building(s) to which he/she desires to be transferred/reassigned. While such requests may be submitted any time, they should be submitted prior to May 1 in order to receive full consideration in scheduling the ensuing school year. Requests for voluntary reassignment on file with the Superintendent shall be considered along with all other applications for a posted vacancy in accordance with procedures set forth above in this article.

6.0237 RIGHT TO REASONS (POSTED VACANCY / VOLUNTARY REASSIGNMENT):

When a staff member applicant is not selected for a posted position, the Superintendent or his/her designee will, upon written request, provide the affected staff member email or written notice as to the reason(s) why the requested transfer/reassignment or selection was not approved.

6.024 FILLING SUPPLEMENTAL VACANCIES:

Supplemental contracts shall be one year contracts that expire automatically without evaluation or notice being provided by the Board of Education.

When filling supplemental vacancies, applicants will be considered on the basis of the following prioritized criteria:

1. The most qualified bargaining unit member; or
2. If two or more bargaining unit members are equally qualified, then the teacher serving in the same building as the supplemental activity shall be given preference; or
3. If two or more equally qualified bargaining unit members are both assigned to the building where the supplemental activity occurs, the vacancy shall be awarded to the most senior bargaining unit member; or
4. If no bargaining unit member is qualified or if no bargaining unit member applied for the supplemental vacancy, the Board is free to consider outside hires.

6.025 EVALUATION OF SUPPLEMENTAL POSITIONS:

Supplemental contract holders may be evaluated by the administration using the evaluation form for supplemental positions. An evaluation includes one observation and other data as available. The observation shall take place during the term of the supplemental contract. Additional evaluations may be conducted as necessary. If an evaluator notices concerns, the evaluator will meet with the supplemental contract holder to discuss the concern.

The Supplemental Review Committee shall determine what "other data as available" is utilized for an evaluation. The Supplemental Review Committee shall also develop a new evaluation tool(s) for supplemental contract holders. The current supplemental evaluation shall be removed from the contract pending development of the new supplemental evaluation tool(s).

6.03 EVALUATIONS:

The OTES and OSCES models shall be the instruments approved and provided by the Ohio Department of Education, except as may be modified through the Memorandum of Understanding entered into by the parties. The Board of Education shall utilize eTPES for all evaluations for teachers engaged in instruction for at least fifty percent (50%) of the time providing content-related student instruction. For the other bargaining unit members not meeting the above

definition, the Board of Education shall utilize job description checklists for the evaluation of those members.

It is agreed that the sole avenue to challenge alleged violations of the evaluation procedure set forth in this section, Board policy, and in the Memorandum of Understanding shall be through the grievance procedure contained in this agreement, and that this provision is intended to supersede and replace the requirements of the Ohio Revised Code Section 3319.11 as it relates to the evaluation requirements for non-renewal.

6.031 EVALUATION PROCEDURES:

Teacher evaluations shall be done according to O.R.C. 3319.11 except as modified herein. Provisions of this contract shall supersede relevant provisions of O.R.C. 3319.11.

6.032 EVALUATION TIMELINE:

Dates for evaluation of teachers shall be as set forth hereafter and to the extent these timelines are different than that in 3319.111, Ohio Revised Code, the timelines set forth herein shall supersede and replace the timelines of 3319.111, Ohio Revised Code:

End of the First Semester – First observation cycle completed which shall include one (1) observation of at least thirty (30) consecutive minutes and post observation conference.

Within fifteen (15) workdays of observation – Written report of first observation due to teacher.

After receipt of the first observation through May 1 – Second observation cycle completed which shall include one (1) observation of at least thirty (30) consecutive minutes and post observation conference.

May 10 – Written report of second observation due to teacher.

6.033 CONFIDENTIALITY OF EVALUATIONS:

All evaluations shall be kept confidential among the teacher, the administration, and the two parties to this contract to the extent allowed by law.

6.034 EVALUATION EXPLANATION MEETING:

Prior to October 1 of each year, each administrator shall meet with his/her teachers to explain the evaluation procedures and furnish the teachers with copies of the evaluation forms.

6.035 EVALUATION OBJECTIVES:

The objectives of the evaluation process include but are not limited to the following:

1. To recognize strengths and weaknesses of the employee's professional performance.
2. To improve instruction.
3. To promote a more professional attitude among staff resulting in an improvement in morale.
4. To indicate to the appraisee his/her status in the system.
5. To improve communication between appraiser and appraisee.
6. To promote better mutual understanding of professional needs of the appraisee.
7. To provide a uniform appraisal program for all professional personnel.
8. To improve the caliber of staff as a whole through professional growth and development.
9. To enable the Administration to determine whether the employee should be retained.

6.036 ADDITIONAL EVALUATION / OBSERVATION(S):

An employee may request or an administrator may perform additional evaluations or observations that shall not be used for harassment. If the first evaluation identifies area of needed improvement or an overall unsatisfactory performance, the evaluator may indicate on the evaluation form that an additional evaluation and/or additional observation(s) may be performed. The employee may request additional evaluation and/or observation(s) at any time.

6.037 EVALUATOR DEFINED:

The employee shall be evaluated by a credentialed administrator of the Western Brown Local School District.

6.038 OBSERVATIONS:

The pre-observation conference shall be held no less than five (5) working days before each observation. The post-observation conference shall be held within five (5) working days after each observation. By mutual agreement, these timelines may be extended.

6.039 OBSERVATION/EVALUATION MEETINGS:

All conferences or meetings held to discuss an employee's observation or evaluation required as part of the process set forth in Section 6.03 of the contract shall be between only the employee and the evaluator as defined in Section 6.037 of the contract.

6.04 SCHOOL YEAR AND DAY:

6.041 LENGTH OF SCHOOL YEAR:

The length of the school year shall not exceed 182 days each school year.

6.042 CALAMITY DAYS:

On the first five (5) school days that school is closed due to inclement weather or other emergency conditions employees will not be required to be in attendance, no remote teaching/learning shall occur, and no make-up days shall be scheduled.

For any days that school is closed beyond the first five (5) days, the day(s) will be made up either in modifications to the school calendar or at the end of the school calendar as set by the Board.

1.
In the event school is closed for a public health crisis, as determined by state or county health officials, for longer than two (2) weeks, teachers may be required to provide remote teaching / learning days for students.

The Board shall not be required to compensate teachers for days / hours made up as they are already required contract days.

School closures shall be made up on the day(s) scheduled for doing so in the school calendar adopted by the Board. In the event more days are needed to be made up than are in the school calendar, they will be made up at the end of the school year.

6.043 SCHOOL CALENDAR:

The Association shall have input into the school calendar through the Labor-Management Committee (Section 4.11).

6.044 LENGTH OF SCHOOL DAY:

For the purpose of Teacher Collaboration and improving instruction, all teachers shall participate in the following:

- Teacher Data Team Meetings: A weekly forty (40) minute meeting scheduled by each building's administration in collaboration with the building staff.
- Professional Development meetings set by the Board with input provided by the Association.

The purpose of the Teacher Data Team meetings shall be aligned to the team charters and/or professional development. There will be a five (5) minute transition time for staff from TDT meetings to supervision of students.

All staff members shall receive a thirty (30) minute duty free lunch. The teacher work day shall not exceed seven (7) hours and twenty-five (25) minutes.

6.045 BUS DEPARTURE DUTY:

In the event a problem arises regarding the length of time staff members are required to remain after the end of the school day because of late buses, the parties agree to meet to work out a solution to such a problem. The Board of Education will strive to solve any bus-scheduling problem.

6.046 PLANNING TIME:

All staff members shall have planning time/periods during the school week/day in accordance with the standards promulgated by the State Department of Education. Teachers will not be assigned students during their planning time. If a teacher is assigned to an IEP/ETR/504 meeting during a planning time, they will be paid the prorated amount as determined per Section 6.06 and Exhibit E of the collective bargaining agreement.

6.05 REDUCTION IN FORCE:

A reduction in force shall occur when the Board reduces, eliminates or fails to fill a bargaining unit position in accordance with the provisions set forth in Ohio Revised Code Section 3319.17.

6.051 ATTRITION:

To the extent possible, the number of staff members affected by a reduction in force will be minimized by not employing replacements for staff members who retire, resign, or whose limited contracts are not renewed for reasons other than reduction in force.

6.052 SUSPENSION OF CONTRACTS:

Reductions needed beyond the number resulting from attrition will be accomplished by suspending contracts then in effect. (A limited contract expiring in the calendar year in which the reduction occurs which would otherwise have been renewed shall be renewed in order to provide to the teacher involved the rights provided for under this article.) Those contracts to be suspended shall be suspended in accordance with Ohio Revised Code Section 3319.17.

6.0521 SENIORITY:

Seniority will be defined as the length of continuous service in the School District, beginning with the date the board acted on the member's initial contract, provided however, that seniority will not be interrupted by authorized unpaid leaves of absence.

The District shall prepare and keep up to date a list of all tenured bargaining unit members by seniority, giving all areas of certification and present teaching assignment(s); then all non-tenured bargaining unit members in the District by seniority, giving all areas of certification and present teaching assignment(s).

6.0522 ORDER OF RIF / DISPLACEMENT:

The Board shall follow the requirements of Ohio Revised Code 3319.17 for the implementation of a reduction in force. Reductions will be made from the non-tenured list before proceeding to the tenured list.
A limited contract staff member shall not displace a continuing contract staff member.

A continuing contract staff member affected by a reduction in force may elect to displace another employee based on the replacing staff member's performance rating, certification(s), and endorsement(s), so long as the displaced employee has a performance rating lower than that of the replacing staff member. In the event the replacing staff member has a comparable performance rating to that of the displaced employee, the replacing staff member may only displace a less senior employee.

6.0523 BREAKING TIE IN SENIORITY:

If two (2) or more staff members have the same length of continuous service, seniority will be determined by:

1. The date of application, not to exceed two years of initial employment.

2. The overall combined teaching experience in any district.

3. If any ties remain after (1) and (2) above, they will be broken by lot.

6.0524 RECALL:

The names of staff members whose contracts are suspended as a result of a reduction in force will be placed on a recall list for up to twenty-four (24) months from the date of the reduction. Members on the recall list will have the following rights:

1. No new teachers will be employed by the Board while there are staff members on the recall list who are certified for the vacancy.
2. Staff members on the recall list will be recalled based on their previous evaluations and certification. If the evaluations are comparable, the recall will be based in order of seniority for vacancies in areas for which they are certificated.
3. If a vacancy occurs, the Board will send an announcement to the last known address of all staff members on the recall list. It is the staff member's responsibility to keep the Board informed of his/her current address. All staff members are required to respond in writing to the notice of vacancy within fifteen (15) calendar days, excluding Saturdays, Sundays and holidays, or within five (5) days if the notice is delivered within twenty (20) days prior to the start of the school year or semester. The most senior of those responding will be given the vacant position. Any staff member who fails to respond to the notice of vacancy shall be removed from the recall list.
4. A staff member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority as he/she enjoyed at the time of layoff. The recalled staff member's placement on the salary schedule and sick leave accumulation shall be determined in accordance with the *Ohio Revised Code.*

5. Any staff member placed on the recall list shall be placed at the head of the substitute list, if he/she so requests in writing. If such a request is made, the staff member is subject to all policies and practices of substitute service.

6.0525 SUPERSEDE PROVISION:

The provisions of Section 6.05 – Reduction in Force, where applicable, shall supersede and replace 3319.17, Ohio Revised Code.

6.06 IN-SCHOOL SUBSTITUTION:

After reasonable attempts to secure a substitute certificated employee have been unsuccessful, employees who are requested by administration and agree to substitute shall be compensated for in-school substitution. The daily rate of pay for in-school substitution shall be $150.00. Where students change classes on a period basis, the rate of pay shall be calculated by dividing the number of periods in that building. Where students are in self-contained classes, teachers shall share the pay on a pro-rated basis. Administration and staff of each building will cooperatively determine the procedure for assigning in-school substitution on an equitable basis.

6.07 TEACHING ENVIRONMENT:

Professional staff members shall be provided safe and healthful conditions within their teaching environment. Lounge and restroom facilities will be maintained for professional staff members in each building. Safety and maintenance problems shall be reported to the building principal.

6.071 HEALTH AND SAFETY:

The Board shall provide employees with a safe and healthy place to work in accordance with Chapter 4167, *Ohio Revised Code.* The parties agree that any allegations regarding health or safety issues shall be handled in the following manner.

6.0711 NOTIFICATION OF COMPLAINT:

In an effort to resolve all complaints internally, the Board and/or Administration will first be notified of any complaint and have at least five (5) business days to resolve the complaint.

6.0712 COMPLAINT TO OHIO DEPARTMENT OF INDUSTRIAL RELATIONS:

If the complaint has not been satisfactorily resolved after the initial five (5) day period, the Association or an individual bargaining unit member may file a complaint with the Ohio Department of Industrial Relations.

6.0713 IMMINENT DANGER OR HARM:

Any bargaining unit member who reasonably believes a condition presents an imminent danger of death or serious harm to the bargaining

unit member will immediately notify his/her supervisor of the condition. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or corrected. If the bargaining unit member continues to be assigned to work under such condition, the bargaining unit member may refuse to work under Section 4167.06 of the *Ohio Revised Code*.

6.0714 GRIEVANCE REMEDY:

Notwithstanding any provision of this contract or relevant law, a bargaining unit member may file a grievance for the Board's failure to provide a safe and healthful working environment.

6.0715 TOBACCO / SMOKE-FREE WORKPLACE:

All campuses and properties owned by the Board shall be tobacco-free, smoke-free and vape-free.

6.072 CLASS SIZE LIMITATIONS

The Board shall strive to maintain a minimum class size suitable to the subject area, with consideration for students and teachers. In addition, the Board will comply with State minimums and federal law pertaining to class size.

6.08 SPECIAL NEEDS / INCLUSION:

The administration shall make reasonable efforts to equitably assign inclusion students to classrooms at each grade and/or subject level. Teachers at each grade level at an affected building shall have the opportunity for input into the placement of inclusion students. Any teacher assigned a special education student may ask to reopen the IEP if the student is not making successful progress. Except in emergencies, teaching staff will not be required to administer medication, perform medically related procedures, or to perform other health or sanitary procedures except as provided by job description or when standing in loco parentis.

6.09 LPDC COMMITTEE:

The LPDC committee shall consist of seven (7) persons, four (4) of whom shall be appointed by the Association and three (3) by the Board or its designee.

Members participating on the LPDC shall receive a supplemental payment, Category J, for attending meetings of the LPDC outside of the regular workday of seven hundred fifty dollars ($750.00) for the school year. This supplemental payment shall not be subject to any additional increases.

The committee will prepare its own rules and regulations consistent with Ohio law.

6.10 RELEASE TIME FOR SPECIAL EDUCATION TEACHERS:

Release time will be provided to special education teachers for preparing and writing IEPs as follows:

1. A minimum of six (6) IEPs to a maximum of twelve (12) IEPs shall be provided one (1) day of release time.

2. More than twelve (12) IEPs shall be provided two (2) days of release time.

ARTICLE VII – LEAVES OF ABSENCE

7.01 SICK LEAVE:

7.011 ACCUMULATION:

Each full-time staff member shall be entitled to fifteen (15) days sick leave with pay for each year under contract and shall accrue sick leave at the rate of one and one-fourth (1-1/4) days for each calendar month under contract. Sick leave shall be cumulative to two hundred and fifty (250) days.

7.012 USE OF SICK LEAVE:

Sick leave shall be granted for absence due to personal illness, pregnancy-related illnesses or condition, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.

7.013 IMMEDIATE FAMILY DEFINED:

For the purpose of injury or illness in one's immediate family, immediate family will be interpreted as spouse, child, father, mother, sister, brother, sister-in-law, brother-in-law, grandparents, father-in-law, mother-in-law, grand-children, step-children, son-in-law, and daughter-in-law.

7.014 OTHER FAMILY:

With the approval of the Superintendent, sick leave may be used due to sickness or injury to a member of the employee's immediate family which is not listed above.

7.015 BEREAVEMENT LEAVE:

Up to five (5) days mayb e used by an employee in the event of death in the employee's or spouse's family, immediate family shall be defined as parent, child, spouse, sister, brother, grandparent, grandchild, aunts, uncles, father-in-law, mother-in-law, step-children, son-in-law, daughter-in-law, sister-in-law, and brother-in-law.

7.016 SICK LEAVE FORM:

Each staff member will enter their absence through the KIOSK system as soon as possible, but no later than two (2) days after return. Whenever an employee uses paid sick leave for five (5) consecutive days or more, a persistent pattern of usage

is noted, and/or falsification of sick leave is suspected, the Board will request appropriate verification which must be provided to justify the use of such sick leave. In situations where a persistent pattern of usage is noted, an administrator will have a verbal discussion with the employee informing them of the noted pattern prior to requiring appropriate verification to justify the use of such sick leave.

7.017 NOTIFICATION:

Employees shall notify the administration of the use of sick leave prior to 6:30 a.m. of the day sick leave is used, except in the case of emergency.

7.018 SICK LEAVE BANK:

The purpose of the sick leave bank is to provide paid days for catastrophic personal illness or family illnesses or death to contributors to the bank who have exhausted their accumulated sick days due to reasons stated above. Allotments will be limited to participating employees for use only in cases of illness, injury, non-elective surgery occurring under unusual, severe or emergency conditions or death as determined by the Sick Leave Bank Committee (SBC).

7.0181 ENROLLMENT:

Employees may enroll in the sick leave bank during the month of September of each school year.

7.0182 CONTRIBUTION REQUIREMENT:

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

7.0183 PARTICIPATION:

Enrollment in the sick leave bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Leave Bank Committee (SBC) of his/her intent to withdraw.

7.0184 SICK LEAVE BANK COMMITTEE:

The Sick Leave Bank Committee shall be composed of the Superintendent or his/her designee and three members appointed by the Association President.

7.01841 SBC RESPONSIBILITIES:

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 needs for said contributions. The SBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer. Decisions of the SBC are final.

7.01842 MODIFICATIONS:

The SBC shall review the operation of the Sick Leave Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board.

7.0185 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. Allotments will be limited to use for personal illness or serious illness or death in the immediate family. A doctor's statement is required with the application in order for the request to be considered.

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

D. Days allotted from the Sick Leave Bank will be paid 100% of the member's daily rate of pay.

E. Once qualified to receive an allotment from the bank, the maximum number of days a member may receive from the Sick Leave Bank shall not exceed the annual number of work days. Allotments from the Sick Leave Bank shall commence on the sixth consecutive day of absence for which a member has no accumulated sick days, and shall be renewed, upon request from the member and approval of the SBC, each ten (10) day payroll period.

F. Allotments from the Sick Leave Bank will be made only for absences under a member's normal 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.

G. Days may not be received from the bank for absences due to childbirth (natural or cesarean section). Utilization of the Sick Leave Bank for complications arising from pregnancy or childbirth may be authorized by the SBC.

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

I. In consideration of the benefits of participating in the Sick Leave Bank, each applicant for membership in the Bank and for benefits from the Bank shall, as a condition of such application, agree in writing to the following:

I specifically acknowledge and agree that the granting of days from the Sick Leave Bank shall be at the sole discretion of the SBC. All decisions of the SBC will be final and binding and are not subject toe the grievance procedures. I further agree to abide by such decision and to indemnify and hold harmless the Western Brown Local School District, the WBEA, the SBC and their agenda, for any loss they may sustain as the result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application.

7.0186 ASSESSMENTS:

Whenever the total number of available days in the Sick Leave Bank falls below fifteen (15), 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.

7.02 UNRESTRICTED PERSONAL LEAVE:

Employees covered by this Agreement shall be entitled to up to three (3) school days per school year of unrestricted personal leave with pay. Personal leave shall not be taken within three (3) school days of the beginning or end of the school year, or the day before or after vacation or holidays, or to extend any other leave of absence, except sick leave, unless the reason for same is fully stated and approved by the Superintendent. No more than three (3) teachers per building may be out on personal leave on the same day. In case of an emergency, the building principal may waive this rule.

7.021 NOTIFICATION:

Except in cases of emergencies, requests to take personal leave shall be made in writing to the building principal or the Superintendent at least three (3) days prior to the date for which the leave is requested. (Exhibit G)

7.022 PAY FOR UNUSED PERSONAL LEAVE:

On the second pay in June, teachers will receive payment of one hundred twenty five dollars ($125.00) for each unused personal day for that year. Teachers, who have a master degree and 15 years of experience or more, will receive payment of one hundred fifty dollars ($150.00) for each unused personal day for that year.

7.03 CHILD CARE:

A certificated staff member who wishes to remain home with a newly born infant or newly adopted child shall file a request for child care leave with the Superintendent no later than thirty (30) days prior to initiating said leave.

7.031 PERIOD OF LEAVE:

The Board will grant an unpaid child care leave for the remainder of the school year in which the leave is requested provided the request is made and the leave begins prior to March 1. If the request is made and the leave begins on March 1 or thereafter, the leave may be for the remainder of the school year in which the leave is requested and/or for the next succeeding semester.

7.032 REINSTATEMENT RIGHTS:

A staff member returning from child care leave shall be returned to a position for which the staff member is licensed to teach except when leave is taken and the staff member returns within the same school year. In that event, the staff member will be assigned to the position/class that the staff member held at the time of going on child care leave.

7.04 PROFESSIONAL LEAVE:

Each staff member shall be entitled to receive one (1) paid professional leave day during the school year. Said professional days are non-cumulative. Professional leave shall be used for attending professional conferences, workshops, conventions or other such training activities relating to the requesting staff member's teaching responsibilities. Such leave shall not be used to attend Association, governmental and/or collective bargaining functions or to attend graduate course sessions in which the staff member would be absent from parent teacher conferences. All requests for professional leave must be submitted to the Superintendent on the proper leave form at least ten (10) days prior to the date for which professional leave is requested. Requests for professional leave shall be granted in the order received, and no more than three (3) professional leave requests shall be granted for any one (1) day. The Superintendent may grant additional professional leave days under this article at his/her discretion.

7.05 JURY DUTY:

When a teacher is called for jury service or court appearance, he/she shall give his/her immediate supervisor proper notice and the Board shall reimburse the teacher his/her regular pay. The teacher shall surrender his/her per diem, excluding transportation, meals, and room, for court services to the Treasurer of the Board. It is the responsibility of the teacher to collect for his/her court services.

7.06 ASSAULT LEAVE:

Any service-connected case of physical assault on a member of the bargaining unit causing injuries to said member occurring while the member is performing his/her contractual duties shall entitle the member to use of assault leave if he/she is medically unable to perform his/her duties as a result of the assault. When an assault results in

absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of twenty (20) days per member each work year. Assault leave is not accumulative.

7.061 MEDICAL VERIFICATION:

Medical verification shall be furnished to the Superintendent of Schools for all absences requiring more than three (3) days leave. The Board shall have the right to require a medical examination by a physician of its choice after the member has been absent for three (3) days per occurrence. In such event, the Board shall pay the full cost of the examination.

7.07 UNPAID LEAVES OF ABSENCE:

Pursuant to Ohio Revised Code 3319.13, upon written request, any employee shall be granted an unpaid leave of absence for reasons of illness or other disability, and may be granted for other reasons stated in statute up to a period of two consecutive school years.

7.08 FAMILY AND MEDICAL LEAVE ACT (FMLA):

The parties agree to abide by the provisions of the Federal Family and Medical Leave Act (FMLA) of 1993.

7.09 ATTENDANCE BONUS:

Each employee covered by this Agreement shall be eligible for an attendance bonus according to the below tiered bonus schedule, payable in the second paycheck in June:

182 days of attendance	$300.00
180-181 days of attendance	$200.00
178-179 days of attendance	$100.00

7.10 In the event a member takes any type of leave day outlined in this Article on a professional development day, the member shall be required to make up all federal, state or District training that was provided during that day on the member's own time.

ARTICLE VIII – COMPENSATION

8.01 CERTIFIED SALARY SCHEDULE:

Employees covered by this bargaining unit will the following base salary increase:

2024/2025	4.0%
2025/2026	3.5%
2026/2027	3.5%

(See Attached Salary Schedule)

8.02 SALARY REGULATIONS:

One year's teaching experience shall be defined as not less than one hundred twenty (120) days of teaching during a given school year. A year of military service is defined as

twelve (12) months or major fraction thereof (i.e., 43 months – 3 years 7 months – 4 years).

8.021 SALARY CREDIT DOCUMENTATION:

For proper placement on the salary schedule, the teacher being employed shall furnish an official transcript of credits, a valid teaching certificate, and if Armed Forces credit is to be granted, a copy of Discharge or Separation Form 214, to the Treasurer of the Board no later than September 15. Upon submission of such information, the teacher shall immediately be moved to the proper placement on the salary schedule retroactive to the beginning of that teacher's contract year.

8.022 In order to qualify for horizontal movement beyond the Master's Degree, a bargaining unit member must have accumulated appropriate credit in semester hours after the date of his/her Master's Degree.

8.03 SUPPLEMENTAL SALARY SCHEDULES:

See attached Supplemental Salary Schedules. The Salaries on the supplemental salary schedule shall increase at the same rate as the teachers' base salary (BA/0).

8.031 SUPPLEMENTAL EXPERIENCE COLUMNS:

The Supplemental Salary Schedules shall provide for experience in that respective supplemental position in the Western Brown Local School District only. The experience columns shall add three percent (3%) to the previous column and shall be as follows:

0-2 years experience; 3-5 years experience; 6-8 years experience; 9-11 years experience; 12-14 years experience; 15-17 years experience; 18-20 years experience; and 20+ years experience.

8.032 SUPPLEMENTAL REVIEW COMMITTEE:

If requested by either party, a supplemental review committee shall meet to review the supplemental salary schedule and supplemental evaluation. The committee shall be comprised of five (5) representatives appointed by the superintendent and five (5) representatives appointed by the WBEA president. The recommendations of this committee shall be advisory only and forwarded to the respective negotiation teams of WBEA and the district for final review.

8.033 PRORATED PAYMENTS

Any payment made shall be contingent upon the individual holding additional duties contract(s) completing the entire season or activity calendar. In the event such duties are not fully completed, then the affected supplemental will be paid a prorated amount based on the percentage of the season or supplemental work competed at the time of cancelation / termination. When applicable and available, season time set by OHSAA shall be utilized. If an extracurricular activity is canceled prior to the start of the season, then the supplemental will not be paid.

ARTICLE IX – FRINGE BENEFITS

9.01 MEDICAL BENEFITS:

The Western Brown Board of Education will provide the health insurance benefits available through the Brown County Benefit Consortium. During this period the Board has the right to choose carriers for the medical, hospital, vision, dental, and life insurance programs. The parties agree that any insurance plan offered in accordance with this Article shall conform to the School Employee Health Care Board's best practices for public school district health plans as more fully set forth in Ohio Administrative Code Chapter 3306.

9.02 MEDICAL BENEFIT PREMIUM CONTRIBUTION:

The Board shall offer the Medical Benefits as described in Article 9.01 and pay the following for the single and family premiums for the term of this contract: 85%.

Less than full-time employees shall have their benefits paid pursuant to Article 9.08 of the contract. The Board shall pay the remaining portion of the premiums for single and family medical benefit coverage for all eligible employees.

9.03 DENTAL:

The Board shall provide the dental plan available through the Brown County Health Consortium and pay one hundred percent (100%) of the premium during each year of the financial settlement. However, if a husband and wife are both employed by the Board, the Board shall provide one dental plan for the family.

9.04 OPTICAL:

The Board shall provide the vision plan available to it through its current source or a comparable plan if available through the Brown County Health Consortium and pay one hundred percent (100%) of the premium for same during the term of the financial settlement. If a husband and wife are employed by the Board, the Board shall provide one family vision plan.

9.05 TERM LIFE INSURANCE:

The Board shall continue to pay one hundred (100%) of the premium for the existing term life insurance policy for each member of the bargaining unit. The face value of the policy shall be fifty thousand dollars ($50,000.00). A bargaining unit member may purchase additional personal life insurance, dependent life insurance, and accidental death and dismemberment (AD&D) coverage by payroll deduction. The employee shall pay the full cost of such additional coverage.

9.06 HUSBAND/WIFE EMPLOYED BY BOARD:

If a husband and wife are both employed by the Board of Education, and have no other dependents, they are only entitled to two single health insurance plans. If employees or single employee have/has other dependents, they are eligible for one family health

insurance plan. The Board will pay one hundred percent (100%) of the premium(s) in either case.

9.07 PLAN 125 (PREMIUM SECTION ONLY):

A plan under Internal Revenue Code Section 125 shall be adopted as soon as practical for every member of the bargaining unit who qualifies. Each bargaining unit member who is qualified shall have the right to participate in the premium/salary reduction section only of Section 125.

9.071 PLAN ADMINISTRATION:

The Board shall select a company to provide for the implementation of the plan and the Treasurer shall keep the Association President informed. Forms provided by the Board shall be completed by the employee in order for him/her to be able to participate in the plan. The forms shall be submitted to the Treasurer on or before September 1 of each year.

9.072 EMPLOYEE PARTICIPATION:

Once an employee has volunteered to participate in the plan he/she must continue in the plan for the school year except for reasons of death, resignation, or retirement.

9.073 125 FLEXIBLE SPENDING ACCOUNT:

The Board will make available to any employee that requests a 125 plan which includes a Flexible Spending Account (FSA). This plan shall allow employees to use pre-tax dollars to pay child and elder dependent care expenses and non-reimbursed medical, dental, vision, and/or prescription drug bills.

9.08 SEVERANCE PAY:

An employee covered by this agreement shall be entitled to one-fourth (1/4) of his/her accumulated sick leave upon retirement through the State Teachers Retirement fund. For purposes of this section only, the teacher shall be allowed to accumulate unlimited sick leave.

9.09 TUITION REIMBURSEMENT:

The Board shall allocate a sum of thirty thousand dollars ($30,000) for tuition reimbursement. From this fund, the Board shall reimburse one hundred percent (100%) of tuition cost of a successfully completed graduate course which qualifies for certification/license renewal or re-certification of the employee. Tuition cost shall be limited to six (6) semester hours or equivalent quarter hours per teacher applicant each year. However, in the event that the total request for tuition reimbursement exceeds the total dollar amount allocated per year, then teachers requesting payment shall be paid on a pro-rata basis from the fund the same percentage of the tuition cost for the hours which

he/she turned in for reimbursement. The reimbursement payment for these hours shall be made by September 15th of the next school year to those teachers who request payment and return to work as an employee for the Western Brown Board during the next school year.

9.10 ATTENDANCE OF EMPLOYEE'S CHILD TUITION FREE:

Children of employees who do not reside in the District shall be permitted to attend the Western Brown Schools tuition free provided the children have not been suspended or expelled from a public or non-public school.

9.11 ELECTRONIC BANKING:

Electronic direct deposit for payroll purposes will be mandatory for all bargaining unit members.

9.121 PAY PERIODS

The Contract year shall be divided into twenty-four (24) equal pay periods. The pay dates will be the first (1st) and the sixteenth (16th) of the month.

9.12 RETIRED EMPLOYEES RE-EMPLOYED BY BOARD IN BARGAINING UNIT POSITIONS:

9.121 Teachers who have retired and who are or will be receiving benefits through STRS may be employed by the Western Brown Local School District Board of Education. There shall be no expectation that any such teacher, whether formerly an employee of the Western Brown Board of Education or not, will be offered employment. The District reserves the right to offer or not to offer such employment selectively, based on the needs of the District, and no reason will be given for declining to offer such employment to anyone pursuant to this provision.

9.122 The salary to be paid to the retired teacher shall be based on the appropriate placement on the existing teacher salary schedule training column with years of experience being granted to a teacher hired pursuant to this provision to be determined by the Board but no less than five (5) years or more than fifteen (15) years. To the extent this provision shall be in conflict with Chapter 3317 of the Ohio Revised Code or any other section of the Ohio Revised Code, this subparagraph shall supersede and replace those sections of law with which it is in conflict.

9.123 Individuals employed pursuant to this provision shall secure their health insurance coverage as specified in the collective bargaining agreement.

9.124 Teachers employed pursuant to this provision shall receive one (1) or two (2) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held.

9.125 Each one (1) year contract shall automatically expire upon the completion of the year and it shall not be necessary for the District to take formal action to not re-employ the employee pursuant to 3319.11, Ohio Revised Code, in order to

terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

9.126 Returning retirees are not entitled to any severance benefits or retirement incentive benefits.

9.127 In the event of a reduction in force, a teacher employed pursuant to this provision will not be considered to have any seniority over any other teacher although a teacher employed pursuant to this provision will be a member of the bargaining unit.

9.128 Teachers employed pursuant to this provision, upon initial employment, shall start with a zero (0) sick leave accumulation balance but shall earn sick leave at the same rate as other members of the bargaining unit.

All of the terms and conditions of employment set forth in the preceding numbered paragraphs shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict including, but not limited to, Sections 3319.11, 3319.111 and Chapter 3317 of the Ohio Revised Code.

ARTICLE X – EFFECTS OF THE AGREEMENT AND DURATION

10.01 SEVERABILITY:

In the event that any of the provisions of the agreement shall become legally invalid or unenforceable, because of changes in Federal or State law it shall not affect the remaining provisions of this agreement. In such event, the parties agree to meet and negotiate within thirty (30) days after learning of the invalidity or unenforceability of the provisions to negotiate a replacement for such provisions.

10.02 HEADINGS:

The headings of the various sections of the agreement are inserted merely for the purpose of convenience and do not, expressly or by implication, limit, define or extend the specific terms of the section so designated.

10.03 COMPLETE AGREEMENT:

This contract constitutes the entire and complete agreement between the two parties. All prior contracts and agreements are hereby declared null and void.

10.04 DURATION:

This contract shall take effect upon ratification by both parties and shall continue in full force and effect through the end of the day on June 30, 2027, except as it may be modified by a specific amendment executed by both parties.

This agreement entered into this _____ day of _____, 2024

IN WITNESS WHEREOF, the parties hereto have set their hands:

FOR THE WESTERN BROWN EDUCATION ASSOCIATION

Wendel E. Donathan
Its President

Amy M. Smiley
Negotiating Team Member

Brandi Gill
Negotiating Team Member

FOR THE WESTERN BROWN BOARD OF EDUCATION

Jennifer Patrick
Its President

Raegan L. White
Superintendent

Denny Dunlap
Treasurer

Doc ID: 005721b0f079ef00b8d56274e0eeba8dea01eb79

EXHIBIT A – GRIEVANCE REPORT FORM

Grievance # _____

Distribution of Form: 1. Superintendent
2. Principal/Supervisor
3. Association
4. Grievant

Submit to Supervisor/Principal

Building _____ Assignment _____

Name of Grievant _____ Date Filed _____

FORMAL STEP ONE

A. Date Cause of Grievance Occurred: _____

B. Statement of Grievance and Specific Article(s) Violated: _____

Relief Sought: _____

Signature: _____ Date: _____

C. Disposition of Supervisor / Principal: _____

Signature of Principal / Supervisor _____ Date: _____

D. Disposition of Grievant and/or Association: _____

Signature: _____ Date: _____

If additional space is needed in reporting any section, attach an additional sheet. *(Continued on reverse side)*

GRIEVANCE REPORT FORM

FORMAL STEP TWO

A. Date Received by Superintendent: _____

B. Disposition by Superintendent: _____

_____

_____

Signature: _____ Date: _____

C. Position of Grievant and/or Association: _____

_____

_____

Signature: _____ Date: _____

FORMAL STEP THREE

A. Date Submitted to Arbitration: _____

B. Disposition of Arbitrator (Attach Award) _____

_____

_____

Signature of Arbitrator: _____ Date: _____

_____

EXHIBIT B – BUS TRAVEL CERTIFICATE

Permit requests must be submitted to Building Principals three (3) weeks prior to trip.

ITEM 1 _____

Date Applied _____ Date of Trip _____ Number of Students _____

Group or Organization _____

Destination _____

This is to certify that the trip is in conformity with the rules and regulations set forth by the State Department of Education and Western Brown Local Board of Education. If non-athletic trip, reasons/objectives for trip must be stated below. Field trips during the last two weeks of May will be limited. All field trips must be approved by Building Principal and Superintendent. Approval will be based upon the appropriateness of the trip, overall cost to the school and students, the extent of disruption to the students, other teachers and classes, and upon the availability of buses for transportation.

Requested by _____ Chaperone(s) _____

Non-athletic reasons/objectives: _____

_____

_____

Departure Time: _____ Return Time: _____

Extra Stop Requested: _____

ITEM 2 _____

Approval by Building Principal _____

ITEM 3 _____

Certificate Number _____

Approval by Superintendent _____

ITEM 4 _____

Bus Driver _____ Bus Number _____

Beginning Mileage _____ Ending Mileage _____ Total Miles _____

Conduct of Pupils on Bus _____

_____

_____

Driver _____ Transportation Coordinator _____

Certificates must be made in duplicate. Item 1 is to be completed by Teacher; Item 2 is to be completed by Building Principal; Item 3 is to be completed in District Office; Item 4 is to be completed by Driver and Transportation Coordinator. Copies to Transportation Department; original filed in District Office. Upon final approval by District Office, copy returned to requesting teacher(s).

EXHIBIT C – IN-SCHOOL SUBSTITUTION FORM

Treasurer's Use Only

This is to certify that the teacher(s) listed below acted as IN-SCHOOL SUBSTITUTE(S) for _____(Name of Absent Teacher) at the _____(Building) of the Western Brown Local School District on _____(Date).

_____

_____

_____

Self-contained Class was covered by _____ teachers today.

PERIOD

1st	_____ Signature	_____ Signature
2nd	_____ Signature	_____ Signature
3rd	_____ Signature	_____ Signature
4th	_____ Signature	_____ Signature
5th	_____ Signature	_____ Signature
6th	_____ Signature	_____ Signature
7th	_____ Signature	_____ Signature

_____ Approved: Principal

_____ Approved: Superintendent

EXHIBIT D – PERSONAL LEAVE REQUEST – CERTIFICATED EMPLOYEES

Due to the importance of maintaining an appropriate educational setting for students at the end of school year, employees are encouraged to limit the use of personal leave during the month of May. If personal leave is essential, employees are requested to provide as much advance notice as possible.

Employee's Name _____ Date _____

Date Personal Leave is Requested _____

Employee's Signature _____

Supervisor's Signature _____ Date Received _____

---

1. Employees shall be entitled up to three (3) days per school year personal leave with pay.

2. Personal leave shall not be taken within three (3) days of the beginning or end of the school year, or the day before or after vacation or holidays, or in lieu of or to extend sick leave, or to extend any other leave of absence, unless the reason for same if fully stated and approved by the *Superintendent.*

3. Except in cases of emergencies, requests to take personal leave shall be made in writing to the building Principal or the Superintendent at least three (3) days prior to the date for which the leave is requested.

4. No more than three (3) teachers per building may be out on personal leave on the same day. In case of an emergency, the building principal may waive this rule.

_____ Approved

_____ Denied

Superintendent's Signature _____

EXHIBIT E – SALARY SCHEDULE

WESTERN BROWN LOCAL SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
2024-25 4.00%

YEARS	BACHELOR	+150 HOURS	MASTERS	MASTERS +15	MASTERS +30
0	43241	45403	47565	49727	54051
	1.0000	1.0500	1.1000	1.1500	1.2500
1	44979	47349	49762	52175	58838
	1.0402	1.0950	1.1508	1.2066	1.3607
2	46718	49295	51958	54622	58946
	1.0804	1.1400	1.2016	1.2632	1.3632
3	48456	51241	54155	57069	61394
	1.1206	1.1850	1.2524	1.3198	1.4198
4	50194	53186	56352	59517	63841
	1.1608	1.2300	1.3032	1.3764	1.4764
5	51932	55132	58548	61964	66288
	1.2010	1.2750	1.3540	1.4330	1.5330
6	53671	57078	60745	64412	68710
	1.2412	1.3200	1.4048	1.4896	1.5890
7	55409	59024	62942	66859	71183
	1.2814	1.3650	1.4556	1.5462	1.6462
8	57147	60970	65138	69307	73631
	1.3216	1.4100	1.5064	1.6028	1.7028
9	58886	62916	67335	71754	76078
	1.3618	1.4550	1.5572	1.6594	1.7594
10	60624	64862	69532	74202	78526
	1.4020	1.5000	1.6080	1.7160	1.8160
11	62362	66807	71728	76649	80973
	1.4422	1.5450	1.6588	1.7726	1.8726
12	64100	68754	73925	79096	83291
	1.4824	1.5900	1.7096	1.8292	1.9262
13			76121	81544	85868
			1.7604	1.8858	1.9858
15	65839	70699	78318	83991	89613
	1.5226	1.6350	1.8112	1.9424	2.0724
17	66708	71672	79416	85215	90836
	1.5427	1.6575	1.8366	1.9707	2.1007
20	67577	72645	80515	86439	92060
	1.5628	1.6800	1.8620	1.9990	2.1290
25	69315	74591	82711	88886	94508
	1.6030	1.7250	1.9128	2.0556	2.1856
28	71054	76969	84908	91334	96955
	1.6432	1.7800	1.9636	2.1122	2.2422

WESTERN BROWN LOCAL SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
2025-26 3.50%

YEARS	BACHELOR	+150 HOURS	MASTERS	MASTERS +15	MASTERS +30
0	44754	46992	49229	51467	55943
	1.0000	1.0500	1.1000	1.1500	1.2500
1	46553	49006	51503	54000	60897
	1.0402	1.0950	1.1508	1.2066	1.3607
2	48352	51020	53776	56533	61009
	1.0804	1.1400	1.2016	1.2632	1.3632
3	50151	53033	56050	59066	63542
	1.1206	1.1850	1.2524	1.3198	1.4198
4	51950	55047	58323	61599	66075
	1.1608	1.2300	1.3032	1.3764	1.4764
5	53750	57061	60597	64132	68608
	1.2010	1.2750	1.3540	1.4330	1.5330
6	55549	59075	62870	66666	71114
	1.2412	1.3200	1.4048	1.4896	1.5890
7	57348	61089	65144	69199	73674
	1.2814	1.3650	1.4556	1.5462	1.6462
8	59147	63103	67417	71732	76207
	1.3216	1.4100	1.5064	1.6028	1.7028
9	60946	65117	69691	74265	78740
	1.3618	1.4550	1.5572	1.6594	1.7594
10	62745	67131	71964	76798	81273
	1.4020	1.5000	1.6080	1.7160	1.8160
11	64544	69145	74238	79331	83806
	1.4422	1.5450	1.6588	1.7726	1.8726
12	66343	71159	76511	81864	86205
	1.4824	1.5900	1.7096	1.8292	1.9262
13			78785	84397	88872
			1.7604	1.8858	1.9858
15	68142	73173	81058	86930	92748
	1.5226	1.6350	1.8112	1.9424	2.0724
17	69042	74180	82195	88197	94015
	1.5427	1.6575	1.8366	1.9707	2.1007
20	69942	75187	83332	89463	95281
	1.5628	1.6800	1.8620	1.9990	2.1290
25	71741	77201	85605	91996	97814
	1.6030	1.7250	1.9128	2.0556	2.1856
28	73540	79662	87879	94529	100347
	1.6432	1.7800	1.9636	2.1122	2.2422

WESTERN BROWN LOCAL SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
2026-27 3.50%

YEARS	BACHELOR	+150 HOURS	MASTERS	MASTERS +15	MASTERS +30
0	46320	48636	50952	53268	57900
	1.0000	1.0500	1.1000	1.1500	1.2500
1	48182	50720	53305	55890	63028
	1.0402	1.0950	1.1508	1.2066	1.3607
2	50044	52805	55658	58511	63143
	1.0804	1.1400	1.2016	1.2632	1.3632
3	51906	54889	58011	61133	65765
	1.1206	1.1850	1.2524	1.3198	1.4198
4	53768	56974	60364	63755	68387
	1.1608	1.2300	1.3032	1.3764	1.4764
5	55630	59058	62717	66377	71009
	1.2010	1.2750	1.3540	1.4330	1.5330
6	57492	61142	65070	68999	73602
	1.2412	1.3200	1.4048	1.4896	1.5890
7	59354	63227	67423	71620	76252
	1.2814	1.3650	1.4556	1.5462	1.6462
8	61217	65311	69776	74242	78874
	1.3216	1.4100	1.5064	1.6028	1.7028
9	63079	67396	72130	76863	81495
	1.3618	1.4550	1.5572	1.6594	1.7594
10	64941	69480	74483	79485	84117
	1.4020	1.5000	1.6080	1.7160	1.8160
11	66803	71564	76836	82107	86739
	1.4422	1.5450	1.6588	1.7726	1.8726
12	68665	73649	79189	84729	89222
	1.4824	1.5900	1.7096	1.8292	1.9262
13			81542	87350	91982
			1.7604	1.8858	1.9858
15	70527	75733	83895	89972	95994
	1.5226	1.6350	1.8112	1.9424	2.0724
17	71458	76775	85071	91283	97304
	1.5427	1.6575	1.8366	1.9707	2.1007
20	72389	77818	86248	92594	98615
	1.5628	1.6800	1.8620	1.9990	2.1290
25	74251	79902	88601	95215	101237
	1.6030	1.7250	1.9128	2.0556	2.1856
28	76113	82450	90954	97837	103859
	1.6432	1.7800	1.9636	2.1122	2.2422

EXHIBIT F – SUPPLEMENTAL SALARY SCHEDULE

WESTERN BROWN LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE

WESTERN BROWN LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE
2024-25 4.00%

CATEGORY	0-2 YEARS	3-5 YEARS	6-8 YEARS	9-11 YEARS	12-14 YEARS	15-17 YEARS	18-20 YEARS	20+ YEARS
A	6663 1.0000	6863 1.0300	7063 1.0600	7263 1.0900	7463 1.1200	7662 1.1500	7862 1.1800	8062 1.2100
B	5997 0.9000	6197 0.9300	6396 0.9600	6596 0.9900	6796 1.0200	6996 1.0500	7196 1.0800	7396 1.1100
C	5330 0.8000	5530 0.8300	5730 0.8600	5930 0.8900	6130 0.9200	6330 0.9500	6530 0.9800	6730 1.0100
D	4664 0.7000	4864 0.7300	5064 0.7600	5264 0.7900	5464 0.8200	5664 0.8500	5863 0.8800	6063 0.9100
E	3998 0.6000	4198 0.6300	4398 0.6600	4597 0.6900	4797 0.7200	4997 0.7500	5197 0.7800	5397 0.8100
F	3332 0.5000	3531 0.5300	3731 0.5600	3931 0.5900	4131 0.6200	4331 0.6500	4531 0.6800	4731 0.7100
G	2665 0.4000	2865 0.4300	3065 0.4600	3265 0.4900	3465 0.5200	3665 0.5500	3865 0.5800	4064 0.6100
H	1999 0.3000	2199 0.3300	2399 0.3600	2599 0.3900	2798 0.4200	2998 0.4500	3198 0.4800	3398 0.5100
I	1333 0.2000	1532 0.2300	1732 0.2600	1932 0.2900	2132 0.3200	2332 0.3500	2532 0.3800	2732 0.4100
J	750	750	750	750	750	750	750	750
K	500	500	500	500	500	500	500	500
L	2000	2000	2000	2000	2000	2000	2000	2000
M	1500	1500	1500	1500	1500	1500	1500	1500
N	1000	1000	1000	1000	1000	1000	1000	1000

WESTERN BROWN LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE
2025-26 3.50%

CATEGORY	0-2 YEARS	3-5 YEARS	6-8 YEARS	9-11 YEARS	12-14 YEARS	15-17 YEARS	18-20 YEARS	20+ YEARS
A	6896 1.0000	7103 1.0300	7310 1.0600	7517 1.0900	7724 1.1200	7930 1.1500	8137 1.1800	8344 1.2100
B	6206 0.9000	6413 0.9300	6620 0.9600	6827 0.9900	7034 1.0200	7241 1.0500	7448 1.0800	7655 1.1100
C	5517 0.8000	5724 0.8300	5931 0.8600	6137 0.8900	6344 0.9200	6551 0.9500	6758 0.9800	6965 1.0100
D	4827 0.7000	5034 0.7300	5241 0.7600	5448 0.7900	5655 0.8200	5862 0.8500	6068 0.8800	6275 0.9100
E	4138 0.6000	4344 0.6300	4551 0.6600	4758 0.6900	4965 0.7200	5172 0.7500	5379 0.7800	5586 0.8100
F	3448 0.5000	3655 0.5300	3862 0.5600	4069 0.5900	4276 0.6200	4482 0.6500	4689 0.6800	4896 0.7100
G	2758 0.4000	2965 0.4300	3172 0.4600	3379 0.4900	3586 0.5200	3793 0.5500	4000 0.5800	4207 0.6100
H	2069 0.3000	2276 0.3300	2483 0.3600	2689 0.3900	2896 0.4200	3103 0.4500	3310 0.4800	3517 0.5100
I	1379 0.2000	1586 0.2300	1793 0.2600	2000 0.2900	2207 0.3200	2414 0.3500	2620 0.3800	2827 0.4100
J	750	750	750	750	750	750	750	750
K	500	500	500	500	500	500	500	500
L	2000	2000	2000	2000	2000	2000	2000	2000
M	1500	1500	1500	1500	1500	1500	1500	1500
N	1000	1000	1000	1000	1000	1000	1000	1000

WESTERN BROWN LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE
2026-27 3.50%

CATEGORY	0-2 YEARS	3-5 YEARS	6-8 YEARS	9-11 YEARS	12-14 YEARS	15-17 YEARS	18-20 YEARS	20+ YEARS
A	7137 1.0000	7351 1.0300	7565 1.0600	7779 1.0900	7993 1.1200	8208 1.1500	8422 1.1800	8636 1.2100
B	6423 0.9000	6637 0.9300	6852 0.9600	7066 0.9900	7280 1.0200	7494 1.0500	7708 1.0800	7922 1.1100
C	5710 0.8000	5924 0.8300	6138 0.8600	6352 0.8900	6566 0.9200	6780 0.9500	6994 0.9800	7208 1.0100
D	4996 0.7000	5210 0.7300	5424 0.7600	5638 0.7900	5852 0.8200	6066 0.8500	6281 0.8800	6495 0.9100
E	4282 0.6000	4496 0.6300	4710 0.6600	4925 0.6900	5139 0.7200	5353 0.7500	5567 0.7800	5781 0.8100
F	3569 0.5000	3783 0.5300	3997 0.5600	4211 0.5900	4425 0.6200	4639 0.6500	4853 0.6800	5067 0.7100
G	2855 0.4000	3069 0.4300	3283 0.4600	3497 0.4900	3711 0.5200	3925 0.5500	4139 0.5800	4354 0.6100
H	2141 0.3000	2355 0.3300	2569 0.3600	2783 0.3900	2998 0.4200	3212 0.4500	3426 0.4800	3640 0.5100
I	1427 0.2000	1642 0.2300	1856 0.2600	2070 0.2900	2284 0.3200	2498 0.3500	2712 0.3800	2926 0.4100
J	750	750	750	750	750	750	750	750
K	500	500	500	500	500	500	500	500
L	2000	2000	2000	2000	2000	2000	2000	2000
M	1500	1500	1500	1500	1500	1500	1500	1500
N	1000	1000	1000	1000	1000	1000	1000	1000

EXHIBIT G – SUPPLEMENTAL POSITIONS

CATEGORIES	POSITION	POSITION	POSITION
A	Head Varsity Football	HS	Fall
	Head Varsity Basketball (x2)	HS	Winter
	Head Wrestling Coach	HS	Winter
B	Asst. Varsity Football Coach (x6)	HS	Fall
	Reserve Basketball Coach (x2)	HS	Winter
	Head Varsity Soccer Coach (x2)	HS	Fall
	Head Varsity Volleyball Coach	HS	Fall
	Asst. Wrestling Coach (x3)	HS	Winter
	Strength Coach	HS	Yearly
	Head Varsity Baseball Coach	HS	Spring
	Head Varsity Softball	HS	Spring
C	Head Varsity Track Coach (x2)	HS	Spring
	9th Grade Basketball Coach (x2)	HS	Winter
	Golf Coach (Boys & Girls Combined)	HS	Fall
	Girls Golf Coach (Must have at least 5 Girls)	HS	Fall
	(If less than 5 it is assumed into the Varsity Golf Coach Position)		
	Head Varsity Girls Tennis Coach	HS	Fall
	Head Varsity Boys Tennis Coach	HS	Spring
	Varsity Football Cheerleader Sponsor	HS	Fall
	Varsity Basketball Cheerleader Sponsor	HS	Winter
	Head Varsity Boys Bowling Coach	HS	Winter
	Head Varsity Girls Bowling Coach	HS	Winter
	Head Varsity Cross Country Coach (x2)	HS	Fall
	Choir Extension	HS	Yearly
	Theatre Director	HS	Fall
D	Reserve Boys Soccer Coach	HS	Fall
	8th Grade Head Jr. High Football Coach	MS	Fall
	7th Grade Head Jr. High Football Coach	MS	Fall
	Reserve Volleyball Coach	HS	Fall
	Freshman Volleyball Coach	HS	Fall
	Reserve Girls Soccer Coach	HS	Fall
	Reserve Softball Coach	HS	Spring
	Reserve Baseball Coach	HS	Spring
	8th Grade Basketball Coach (x4)	MS	Winter
	(2-HEMS; 2-MOMS)		
	7th Grade Basketball Coach (x4)	MS	Winter
	(2-HEMS; 2-MOMS)		
	Jr. High Wrestling Coach	MS	Winter

		Asst. Varsity Track Coach (x4)		HS		Spring
E		Reserve Basketball Cheerleader Sponsor		HS		Winter
		8th Grade Volleyball Coach (x2)		MS		Fall
		(1-HEMS; 1-MOMS)				
		Jr. High Asst. Football Coach (x2)		MS		Fall
		9th Grade Basketball Cheerleader Sponsor		HS		Winter
		7th Grade Volleyball Coach (x2)		MS		Fall
		(1-HEMS; 1-MOMS)				
		Asst. Volleyball Coach		HS		Fall
		Asst. Varsity Basketball Coach (x2)		HS		Winter
		Asst. Varsity Soccer Coach (x2)		HS		Fall
		Jr. High Cross Country Coach (x2)		MS		Fall
		(1-HEMS; 1-MOMS)				
F		Jr. High Track Coach (x4) (2-HEMS; 2-MOMS)		MS		Spring
		Jr. High Football Cheerleader Sponsor		MS		Fall
		Jr. High Basketball Cheerleader Sponsor (x2)		MS		Winter
		(1-HEMS; 1-MOMS)				
		Asst. Varsity Baseball Coach		HS		Spring
		Asst. Varsity Softball Coach		HS		Spring
		Asst. Bowling Coach		HS		Winter
		Mock Trial Sponsor		HS		Yearly
		Asst. Band Director (x2)		HS		Yearly
G		Art Extension * (5)		All		Yearly
		(2-HS;1-HEMS;1-MOMS;1-MOES)				
		Accompanist		HS		Yearly
		Asst. Theatre Director		HS		Yearly
		Asst. Jr. High Track Coach		MS		Spring
H		Yearbook Sponsor (x4)		ALL		Yearly
		(1-HS; 1-HEMS; 1-MOMS; 1-MOES)				
		Student Council Sponsor		HS		Yearly
		Jr. Class/Prom Sponsor (x2)		HS		Yearly
		National Honor Society Sponsor		HS		Yearly
		Theatre Director (x2) (1-HEMS; 1-MOMS)		MS		Yearly
I		Foreign Language Club Sponsor (x2)*		HS		Yearly
		Jr. National Honor Society Sponsor (x2)		MS		Yearly
		(1-HEMS; 1-MOMS)				
		Jr. High Student Council Sponsor (x2)		MS		Yearly
		(1-HEMS; 1-MOMS)				
		Science Fair Sponsor (x3)		MS		Yearly

			(1-HEMS; 1-MOMS; 1-MOES)			Elem		
		Elementary Music Extension * (HEMS;MOES)				Elem		Yearly
		Western Brown United Coordinator				HS		Yearly
		Academic Team Sponsor				HS		Yearly
		LPDC Chair				Any		Yearly
J		It's Academic Sponsor (x2) (1-HEMS; 1-MOMS)				MS		Yearly
		LPDC Member (x3)				All		Yearly
K		None						
L		Off-Season				HS		Yearly
		(Football, Boys/Girls Basketball, Wrestling)						
M		Off-Season				HS		Yearly
		(Boys/Girls Soccer, Volleyball)						
N		Off-Season				HS		Yearly
		(Baseball, Softball, Boys/Girls Cross Country)						
		(Boys/Girls Track)						
	*These positions will be assigned to those staff members who teach the corresponding							
	Subjects. They will not be posted.							

EXHIBIT H-1 – SUPPLEMENTAL EVALUATION FORM (NON-COACHING)

WESTERN BROWN LOCAL SCHOOL DISTRICT
SUPPLEMENTAL EVALUATION FORM (NON-COACHING)
(Use back of form or attach additional sheets as needed)

Check only one: _____First Evaluation _____Second Evaluation _____Additional

Employee's Name_____Date_____

Assignment_____ School Year_____

COMMENDATIONS: Areas of Strength/Practices to be Continued

SUGGESTIONS: Needs for Improvement

ASSISTANCE: Resources for Desired Improvement

Additional Comments by Administrator

Additional Comments by Employee

Overall Rating: _____Acceptable _____Unacceptable

Evaluator_____Date_____

Employee_____Date_____
(Signature means that I have seen this report but not necessarily that I agree with it.)

Revised 1995

EXHIBIT H-2 – ATHLETIC COACHES EVALUATION FORM

WESTERN BROWN SCHOOLS
ATHLETIC COACHES EVALUATION FORM

Name _____ School _____ Position _____

Professional and Personal Relations

	S	NI	U	NO	NA
1. Cooperates with Building Principal					
2. Cooperates with District Athletic Director					
3. Rapport with coaching staff at his/her school					
4. Organization of staff					
5. Relationship with participants					
6. Relationship with student body					
7. Relationship with faculty					
8. Relationship with parents and community					
9. Relationship with news media					
10. Relationship with game officials					
11. Relationship with opponents					
12. Conduct during games					
13. Conduct during time-outs					
14. Attendance at district and league meetings					
15. Attends coaching clinics, banquets, other athletic events, etc.					
16. Appearance and dress					
17. Ability to motivate staff and players to ward desired goals					
18. Encourages athletes to participate on other athletic teams					

Comments on the above items:

Item # _____

Item # _____

Item # _____

Coaching and Related Areas

	S	NI	U	NO	NA
1. Caliber and quality of instruction					
2. Teaches fundamental skills					
3. Handling of athletic injuries					
4. Care of equipment					
5. Supervision of participants and team discipline (including bus, locker rooms, etc.)					
6. Organization of practice sessions					
7. Pre-season planning (conditioning, practice)					
8. Management of budget					
9. Follows purchasing procedures					
10. Game organization					
11. Follows District and League policy					
12. Willing to devote time and energy to coaching duties (off season work-outs)					

Comments on the above items:

Item # _____

Item # _____

Code: S = Satisfactory NI = Needs Improvement U = Unsatisfactory NO = Not Observed NA - Not Applicable
DATE _____ A.D./ADMINISTRATOR _____ COACH
_____

EXHIBIT J – PARENTAL COMPLAINT FORM

WESTERN BROWN LOCAL SCHOOL DISTRICT

Parent: _____ Date: _____

Student: _____ Grade: _____

Employee: _____

Date the event or condition upon which this complaint is based: _____

Nature of Complaint: _____

_____

_____

_____

_____

Relief Requested: _____

_____

_____

_____

_____

Reason for Request (rationale): _____

_____

_____

_____

_____

Parent Signature: _____

NOTE: Any participant may summarize events to date and attach same to this form for review by parties in subsequent meetings.