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AGREEMENT

BETWEEN THE

WESTERN

BOARD OF EDUCATION

AND

WESTERN

EDUCATION ASSOCIATION

July 1, 2025 to June 30, 2028

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This contract entered into at Latham, Ohio, this 18th day of May 2022, is between the Board of Education of the Western Local School District ("Board") and the Western Education Association ("Association").

ARTICLE I - RECOGNITION AND NEGOTIATION PROCEDURE

1.01 Recognition

For the duration of this Agreement the Board of Education, of the Western Local School District recognizes the Western Education Association, affiliated with the Ohio Education Association and the National Education Association, as the exclusive collective bargaining representative of members of the bargaining unit which shall consist of all full and regular part-time certificated teachers, counselors, nurses, and librarians. Excluded are all noncertificated employees, substitute teachers, the Superintendent, Treasurer, principals and all other confidential, management and supervisory employees.

1.02 Principles

"Good Faith" Negotiations - "Good Faith" requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. "Good Faith" requires both parties to recognize negotiations as a shared process.

1.03 Procedures for Conducting Negotiations

A. Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14(C)(2)-(6) and any other procedures to the contrary, but it does not waive the Association's rights under 4117.14(D)(2).

B. Negotiating Teams - The Board, or designated representative(s) of the Board, will meet with the representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements. All negotiations shall be conducted exclusively between said teams. The parties may call upon professional or lay consultants to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them.

C. Submission of Issues - Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request. Such request shall be made no more than ninety (90) nor less than sixty (60) days before the contract expires. All complete written proposals for discussion shall be submitted in writing by both parties. No additional proposals shall be submitted by either party following the first meeting unless mutually agreed by the parties. All necessary subsequent meetings shall be called at times mutually agreed by the parties.

D. Negotiations Procedures - Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Association to negotiate in good faith. Following the initial meetings, as described in Paragraph C above, such additional meetings shall be held as the parties may require, to reach an understanding on the issue(s), or until an impasse is reached. Meetings shall not exceed three (3) hours and shall be held at a time other than the regular school day.

E. Caucus - Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes; to caucus, unless extended time is mutually agreed upon.

F. Exchange of Information - Prior and during the period of negotiations, the Board and the Association agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.

G. Progress Report - The parties shall be permitted to distribute news releases either during or at the conclusion of negotiations, provided a copy of the release is given to the other party prior to distribution.

H. Reaching Agreement - As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. Either party at its discretion may group two or more issues and treat them as a single issue. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Association and the Board for approval. Following approval by the Association and by the Board, the agreement shall become a contract between the parties for the term stated therein. The Board and the Association agree to abide by the terms of agreement. The Association agrees to take the necessary action to advise its members of the terms of the agreement.

I. Resolving Differences - If the parties reach impasse, they will request the services of the Federal Mediation and Conciliation Service. Mediation shall conclude when this agreement expires unless the parties mutually agree to extend the mediation period.

ARTICLE II - MANAGEMENT RIGHTS

2.01 The Association recognizes that the Board as the locally elected body charged with the establishment of policy for public education in the Western Local School District and as the employer of all personnel of this school system under Ohio state law. The Board and Superintendent have the right to take the actions necessary to effectuate the management rights expressed below.

2.02 The Association further recognizes that the Board has the right under Ohio state law to:

A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

B. Direct, supervise, evaluate, or hire employees;

C. Maintain and improve the efficiency and effectiveness of governmental operations;

D. Determine the overall methods, process, means, or personnel by which school operations are to be conducted;

E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the employer as a unit of government;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the public employer as a governmental unit.

2.03 The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices and furtherance thereof, shall be limited only by the specific and expressed terms of this agreement and the effects of management decisions as provided under O.R.C. 4117.08.

ARTICLE III - ASSOCIATION RIGHTS

3.01 Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal instructional programs or a teacher's assigned duties in keeping with provisions of Board policy and the Ohio Revised Code.

3.02 The Association shall have the right to use school facilities and all electronic equipment. The Association will reimburse the Board for the cost of any repairs resulting from Association use and all consumable supplies.

3.03 The Board shall assign a teacher bulletin board space in every school building. The Association shall have the right to post notices of its activities and matters of Association concern on such bulletin boards.

3.04 The Association may place Association communications in the mailboxes provided each teacher in the system. The Association will be provided access to the District's electronic communications system to communicate with the bargaining unit so long as such use does not interfere with the operation of the District.

3.05 Upon request and at the Association's cost, in the year negotiations are conducted, the Treasurer of the School District will send to the Association President:

A training and experience grid for bargaining unit employees, showing where on the salary schedules bargaining unit members are located and years of experience in the District.

3.06 The information that is provided to the news media regarding Board meetings will be put in the Association President's school mailbox on the same day it is provided to the news media. The Association shall be given each month's official Board of Education minutes, following approval of such minutes, and copies of all minutes of all special Board of Education meetings.

3.07 At the conclusion of the p.m. session of the teacher in-service day at the start of the school year, an Association representative(s) shall have the opportunity to meet and speak with teachers for no more than fifteen (15) minutes.

ARTICLE IV - GRIEVANCE PROCEDURE

4.01 Definitions

A. A "Grievance" is a claim that there has been an alleged violation, misinterpretation or misapplication of this agreement.

B. A "Grievant" is the bargaining unit member making a claim that there has been an alleged violation, misinterpretation or misapplication of this agreement. Where the grievance concerns the same or similar occurrence involving more than one grievant, each shall sign the grievance and it may be processed by the Association as a group grievance. The Association may bring a grievance where it claims that there has been an alleged violation, misinterpretation or misapplication of the Association rights contained in the Agreement.

C. "Days" shall mean school days and Monday through Friday when school is not in session, excluding holidays.

4.02 Purpose

A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise.

B. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association.

4.03 Time Limits/Representation

A. The number of days indicated at each step in the procedure shall be the maximum.

B. If the grievant does not present a grievance within fifteen (15) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

C. If a decision on a grievance is not appealed within the time limit specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

D. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

E. The grievance procedure shall be the exclusive method of resolving disputes concerning any alleged violation, misinterpretation or misapplication of the agreement. However, nothing herein shall abridge a teacher's right to pursue a legal or other remedy concerning a complaint other than a grievance.

F. Any grievant may be represented at all formal stages of the grievance procedure by himself or an organizational representative from the WEA or its affiliates. An employee may present grievances and have them adjusted without intervention of the Association as long as the adjustment is consistent with the Agreement and the Association is invited in writing to attend grievance meetings where an adjustment may occur.

G. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in procedures described in this Article.

H. In the course of investigation of any grievance, the investigating committee will report to the principal of the building being visited immediately upon arrival.

I. Grievances shall be processed outside the regular teacher workday.

4.04 Procedure

Informal Procedure

A grievance shall first be presented informally to the principal or immediate supervisor within the limits set forth in 4.03(B) above.

Level One

If the grievance is not resolved within five (5) days of the informal claim, it may be pursued further by submitting a completed Level One Grievance Report Form within five (5) days of the informal discussions to the principal or immediate supervisor.

The principal or immediate supervisor will meet with the grievant within five (5) days of being requested to meet.

The principal or immediate supervisor will render his decision to the grievant in writing within five (5) days after meeting with the grievant.

Level Two

In the event the grievance is not satisfactorily resolved at Level One, the grievant shall obtain and complete a Level Two Grievance Form and forward to the Superintendent within five (5) days of receipt of the decision of the principal.

The Superintendent will meet with the grievant within five (5) days of being requested to meet.

The Superintendent will render a decision to the grievant in writing within five (5) days after meeting with the grievant.

Level Three

In the event a grievance is not satisfactorily resolved at Level Two, the grievant may file with the Superintendent for transmission to the Board of Education, a Level Three Grievance Form setting forth the nature of the grievance and the basis for appeal from the decision of the Superintendent.

Application to the Board must be made within five (5) days of the date that the Superintendent rendered his/her decision.

The Board shall grant the grievant a hearing. The Board shall render its decision within fifteen (15) days after the conclusion of the hearing.

Level Four

In the event a grievance is not satisfactorily resolved at Level Three, the grievant may, within five (5) days of receipt of the written response, make written request to the Board and the Association that the grievance be submitted to an arbitrator. The Association shall determine if a grievance shall be processed to arbitration. The Association shall notify the Board within ten (10) days of the written response from Level Three that a demand for arbitration has been sent to the American Arbitration Association (A.A.A.). The arbitrator shall be selected from a list of nine (9) persons in accordance with the Voluntary Rules and Regulations of the American Arbitration Association. The

arbitrator shall conduct a hearing on the grievance in accordance with the rules and regulations of the A.A.A. The arbitrator's decision shall be in writing and a copy shall be sent to all parties present at the hearing. The decision of the arbitrator shall be binding upon the Board, the Association and the grievant.

Grievances concerning management's exercise of its discretionary judgment in areas such as the renewal or nonrenewal of contracts, assignments and transfers and the content of evaluations shall not be arbitrable.

The arbitrator shall not have the authority to add to, subtract from, or alter any of the provisions of this Agreement. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to arbitration.

The arbitrator's ruling shall not be contrary to law. Except with respect to the specific terms of this Agreement, he/she shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law and rules and regulations having the force and effect of law.

The costs of arbitration shall be shared equally by the parties.

ARTICLE V - EMPLOYMENT CONDITIONS

5.01 Specific Assignment

Section 3319.01 of the Ohio Revised Code makes the responsibility for the assignment of teachers that of the Superintendent.

Annually all certificated employees whose assignment will be changed shall be notified in writing of their teaching assignment for the ensuing school year prior to July 15. In case of an emergency the administration may alter teaching assignments after July 15 by giving written notice of the new assignment to the affected certificated person.

If a teacher's assignment is changed after the 15th day of July, the teacher or teachers affected may meet with the Local Superintendent to discuss reasons and advisability for making such a change.

5.02 Vacancies

A. The Superintendent shall determine when a vacancy exists, whether it shall be filled and by whom it shall be filled. In exercising this authority, the Superintendent will use the guidelines stipulated with Article 5.02 of this Agreement.

B. Vacancy Notices

1. Posting

All classified vacancies will be posted. Both supplemental and regular teaching vacancies will be posted by the personnel office. All openings will be posted via email to all staff members. When a job is posted, any special criteria required for that position must be listed with the job posting (i.e., experience, etc.). Internal applicants within the district will be given first consideration for any open position. If a position isn't filled by an internal transfer that position will be posted on the district website. Regarding certified, non-certified, and administrative positions, it will be at the discretion of the Superintendent to decide if an interview will be granted and who shall conduct interviews (i.e. school board, superintendent, principal, athletic director, etc.) Regarding supplemental positions, interviews shall be granted for all qualified applicants in the bargaining unit for any supplemental posting that has more than one applicant. It will be at the discretion of the Superintendent to decide who shall conduct the interviews (i.e. school board, superintendent, principal, athletic director, etc.). The Board has complete discretion in filling positions and, with regard to supplemental positions, shall not be bound by R.C. 3313.53 (D)(1).

2. Closing

(a) School Year: During the school year positions will be posted (according to B(1) above) for a minimum of five (5) working days prior to closing.

(b) Summer Recess: During summer recess, positions will be posted in the central administration office. These vacancies will be posted a minimum of five (5) working days prior to being closed. A copy of all postings will be emailed to certified staff.

(c) The Superintendent can shorten the posting period when there is an urgent need to fill the position.

C. Filling Vacancies

1. Teachers who desire a change in grade and/or subject assignment or desire to transfer to another school building may file a written statement of such desire with the Superintendent not later than five (5) working days after the first day on which the vacancy was posted.

2. In making appointments, teachers who filed such requests for change shall be given first consideration by the Superintendent before new teachers are chosen in their stead. In acting upon a request for transfer the following criteria shall all be considered:

a) Seniority (as defined in Article 5.08)
b) Individual Qualifications
c) Instructional Requirements
d) Staff availability and experience
e) Special criteria established by the administration to achieve staff balance or better staff utilization.

3. An employee making a request for a voluntary transfer to a vacancy, and whose request is denied shall be given written reason(s) for the denial upon request.

4. Supplemental positions filled by non-bargaining and bargaining unit members will not be posted until that person or the administration decides a change is needed. If a change is needed, notification must occur within 60 days of the end of the season/completion of the supplemental contract. If a change is determined to be needed a written explanation will be provided. Any person wishing to continue to fill the supplemental position for which that person is currently employed to fill, must notify the administration of their desire to return to that position for the following school year within 30 days of the end of the season/completion of the supplemental contract.

5.03 Personnel File

A. Teachers shall be informed of any complaint by a parent and/or student which is directed toward them which will become a matter of record. Anonymous letters or materials critical of a teacher's performance shall not be placed in the teacher's file nor shall they be made a matter of record. There shall be only one personnel file for each teacher, which shall be maintained in the Central Office. This file shall be kept private to the extent provided by law.

B. Each teacher shall have the right, upon reasonable advance request, to review the contents of his/her own personnel file. An Association representative may, at the teacher's request, accompany the teacher in such a review.

C. If a teacher considers any materials in his/her file to be inaccurate, irrelevant, untimely, or incomplete, he/she shall have the right to reply to such materials, including evaluations, in a written statement to be attached to the file copy. Removal of items in a file will be done in accordance with Board policy.

D. A teacher may only grieve noncompliance with the procedural requirements of this article but may not grieve the content of any item in his/her personnel file. A teacher shall be entitled to receive one copy of any performance-related document (e.g., evaluation, reprimand) and one copy of any other material put in that teacher's file after April 1, 1993 free of charge. A teacher shall be entitled, at his/her expense, to any additional copies of performance-related documents or other material in his/her file.

5.04 Board Policies

Copies of the Board Policy Handbook will be available online at westernlocalschools.com/western-local-board-polices and will be updated when changed, and each teacher shall be responsible for familiarizing himself with the Board policies contained therein.

5.05 Individual Contracts

A. Limited regular contracts shall be issued in the following order:

1. Upon initial employment, the first limited contract shall be for one (1) year.

2. Upon renewal of the first time of a teacher's regular limited contract, a limited contract of one (1) year shall be offered.

3. Upon renewal of the second one (1) year regular limited contract, a limited contract of two (2) years shall be offered.

4. Subsequent limited regular contracts shall be for no less than three (3) years.

B. A teacher who would otherwise be eligible for a two or three year limited contract may be given a one year contract if his or her performance is unsatisfactory.

C. This section does not apply to supplemental and extended service contracts.

D. All newly hired certified employees shall attend a new hire orientation meeting prior to the start of the school year. The meeting shall consist of the building principal, treasurer, and a member of the bargaining unit.

5.06 Work Year/Contract Year

The regular work year for teachers shall be 182 days. An additional five (5) days can be scheduled at the option of the Board of Education. If additional days are scheduled, each teacher who is scheduled for additional days shall receive his/her per diem rate for the day(s). If additional days are scheduled, they shall not be on a holiday break, weekend or during summer vacation, other than the first five (5) weekdays following the school year or the five (5) weekdays prior to the beginning of the school year. Holidays shall be only those days officially recognized by the Board as holidays. (New Year's Day, Martin Luther King Day, Memorial Day, Labor Day, Thanksgiving, and Christmas.)

The Calendar Committee will meet to discuss waiver days, parent/teacher conference day(s), and make any additional recommendations before the calendar is distributed.

5.07 Work Day

A. Each elementary and secondary teacher shall be granted an uninterrupted, free of duty lunch period of thirty minutes. Each elementary teacher shall receive no less than 200 minutes per week for planning and preparation. Each secondary teacher shall have a planning period each day.

B. The length of the regular instructional day for teachers shall be 7 hours and twenty minutes, including lunch as specified in Section A. The work day is 7:45 a.m. to 3:05 p.m. unless a condition occurs to necessitate changes.

C. In addition, teachers are expected to attend reasonable parent-teacher conferences, open houses, staff meetings and perform other reasonable duties outside of the regular instructional day which are an integral part of the teacher's assigned professional duties.

D. A teacher who finds it necessary to be absent shall call the principal as specified in the established building procedure.

E. If a teacher covers a class during his/her planning period, the teacher will be paid $20 per class. If an elementary teacher's planning time falls below 200 minutes per week, he/she will be eligible to file for the $20 per class. The form must be filed the Friday before the last payroll of the month.

5.01 Seniority

A. The definition of seniority and all other procedures delineated in this section shall be used to the extent permitted under R.C. 3319.17 during a reduction in force and for all contractual provisions using seniority.

B. Seniority will be computed from a teacher's most recent date of hire with the Western Local Schools and will begin to accrue as of his/her first day of actual service in a bargaining unit position. Seniority will continue to accrue during all paid leaves of absence and for a period of two (2) years from the effective date of a layoff.

C. Time spent on inactive pay status (unpaid leave) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

D. A tie in seniority shall be broken by the following method to determine the most senior member: (1) the member with the first day worked; (2) the member with the earliest date of employment (date of hire); (3) by lottery, with the most senior unit member being the one whose name is first drawn, etc.

E. Seniority shall be lost when a bargaining unit member retires or resigns; is terminated for cause; is nonrenewed or otherwise leaves the employment of the Board; or is on layoff for more than two (2) years.

F. The Superintendent will provide the Association with a seniority list at least thirty (30) calendar days before Board action to suspend any contract(s). Such a list shall include name, certification(s) held, type of contract (continuing or limited), and the first day of continued employment.

G. Each employee shall have a period of fourteen (14) calendar days after posting of the seniority list in which to advise the Employer or its agents in writing of any inaccuracies which affect his/her seniority. The Superintendent or designee and Association President shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after fourteen (14) calendar days of the posting of the seniority list and the list shall be considered as final until the next posting.

5.02 Occupational Safety and Health

1. Before exercising his or her right under R.C. §4167.06, an employee must contact his or her immediate supervisor, principal or Superintendent and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) and R.C. §4l67.06, the employee must exhaust the process set forth in paragraph 3(a-b) below.

2. An employee who wishes to assert a claim of discrimination as defined in R.C. §4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge.

3. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. §4167.10 until the following process has been completely exhausted:

    a. An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee's immediate supervisor or principal within two (2) workdays of the occurrence of the alleged violation.

    b. If the immediate supervisor or principal does not resolve the alleged violation to the employee's satisfaction, the employee or Association must file a formal complaint with the Superintendent within two (2) workdays after the employee's conference with the immediate supervisor or principal. The Superintendent will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Superintendent or his designee shall meet with the employee or Association representative in an attempt to resolve the alleged violation within two (2) workdays after receiving the complaint. Within two (2) workdays after the conference, the Superintendent shall provide his written response to the complaint.

5.03 Evaluation Procedure

If the Board decides to change its methods or instruments of evaluation (which were adopted in conformance with R.C. 3319.111 and are incorporated by reference) it shall provide written notice of such changes to all bargaining unit members at least thirty (30) days prior to the effective date of such change(s).

5.04 Personal Appearance

Teachers shall maintain a good personal appearance, and will dress appropriately for their work assignment and environment. Should the Board adopt specific fashion requirements for professional staff, the bargaining unit shall be provided those requirements in writing.

5.05 Educational Environment

A task force shall be established if deemed necessary by Board and Association representatives to recommend rules and regulations setting forth the procedures to be utilized in disciplining, or expelling students for misbehavior. Such written rules and regulations, if adopted by the Board, shall be distributed to students, teachers, and parents at the beginning of each school year.

The District shall assist classroom teachers in their efforts to implement the educational plans of students with disabilities who are assigned to their classes. In addition, the District shall provide problem-solving procedures to resolve issues prompted by the placement of disabled students in the regular classroom.

5.06 Public Complaint

Public complaints shall be handled in accordance with the adopted policies and procedures of the Board of Education. Such policies and procedures shall not be subject to collective bargaining. In each step of the Board's policy or procedure, a teacher may request, and be granted, an Association representative of the teacher's choosing. Except where the possibility of irreparable harm and damage might take place unless the Administration and/or the Board takes immediate action, complaints lodged against teachers by students, parents, or members of the community should be resolved informally by the building principal. Discipline of a teacher within the bargaining unit by an administration shall, upon request of the teacher, be in the presence of an Association representative and the administrator making the charge or imposing the disciplinary action.

5.07 Continuous Improvement Plan

The Association shall have a minimum of two (2) representatives on any committee working on a building or district-wide continuous improvement plan.

ARTICLE VI - LEAVES

6.01 Appearance in Court

In the event that an employee must appear in court for jury duty or as a witness in a school-related matter where the Board is not an adverse party, the Board will compensate the employee at the regular rate of pay minus any amount received for such court services.

6.02 Professional Leave

A teacher may be granted professional leave with pay for attendance at meetings or conferences of an instructional nature or visitation that, in the opinion of the Superintendent, can be beneficial in improving said teacher's instructional abilities. The opinion of the Superintendent will be based upon the recommendation of the respective building's Professional Development Committee, which will consist of the building principal, federal programs coordinator and two members from the Western Education Association's Board of Directors/Executive Committee. If a request for professional leave is denied a written explanation detailing the reason(s) for denial will be provided upon request.

A teacher granted such leave shall be provided a substitute according to the Board-approved policy.

A teacher requesting such leave shall notify the Superintendent in writing, barring unforeseen circumstances, at least ten (10) days in advance of such leave, which shall include the date(s) leave is requested, and the place and function for which leave shall be used.

A teacher granted such leave shall have all necessary and actual expenses of such leave paid for by the Board to a maximum of three hundred dollars ($300.00), inclusive of registration fees. Requests for reimbursement shall be accompanied by receipts. When the district requires an employee to attend a meeting, the district shall pay expenses associated with this meeting. Mileage reimbursement shall be at the current IRS rate per mile spent in travel to and from such leave location. The mileage reimbursement shall be in addition to the $300.00. "Necessary and actual expenses" shall not include the costs of employing substitute teachers.

Any employee who applies for professional leave to attend a meeting, and for some reason does not attend the meeting, will not be entitled to reimbursement for expenses or mileage.

6.03 Personal Leave

A. Each teacher shall be entitled to receive up to three (3) days of unrestricted personal leave with pay each year. Personal leave shall be for the purpose of attending to important personal matters that cannot be conducted at times other than regular school hours and shall not be used for gainful employment or recreation.

B. Each teacher shall request personal leave on the form prescribed by the Board at least three (3) days prior to the absence. Each request must be submitted through the building representative or supervisor/coordinator to the Superintendent of Schools, who shall approve or disapprove the request.

C. Personal leave may not be taken on the workday before or after a holiday or vacation period, on a Professional Development Day or during the last three (3) weeks of the work year, except in unusual circumstances approved in advance by the Superintendent upon submission of the specific reasons therefore. Personal leave will not be granted if 10% of the bargaining unit is out on personal leave on any school day.

D. Unused personal leave will be converted to sick leave after June 30 unless employees choose by May 10th to receive a $125 personal leave attendance stipend per used day.

6.04 Sick Leave

A. Each bargaining unit member shall be entitled to sick leave of one and one-fourth (1¼) workdays with pay for each completed month of service. Employees may use sick leave, upon approval of the responsible administrative officer, for absence due to illness, injury, pregnancy, exposure to contagious disease, and to illness or death in the employee's immediate family.

B. For the purpose of this section, "immediate family" shall include spouse, children, mother, father, brother or sister, grandparents, grandchildren, and legal ward. Use of sick leave for illness or injury in the immediate family will be limited to five (5) days unless the family member's condition is so serious that the teacher's presence as a primary caregiver is required for a longer period and extended absence is approved by the Superintendent. Use of sick leave for death in the immediate family will be limited to five (5) days unless the Superintendent approves a longer absence. The Superintendent's approval for extending sick leave in cases of illness, injury or death in the immediate family shall not be unreasonably withheld.

C. Any person being employed by the Board of Education who, immediately preceding his Board employment, has been in the service of another board of education or state, county or municipal government in Ohio, shall receive full credit for the sick leave accumulated in this previous service as shown in the records of the last employing organization.

D. Sick leave may be accumulated to a maximum of 278 days.

E. A sick leave excuse signed by the employee shall be submitted to the School Board Treasurer following each absence. The Superintendent may request a letter from a physician following each absence lasting three (3) or more consecutive days. The Board may also request an employee to be examined by a physician of his/her choice at the employee's cost to determine his/her fitness to perform the duties of the position. If the board disagrees with the employee's physician's determination, the Board may require the employee to be examined by a physician appointed by the Board at the Board's cost. If the two physicians reach conflicting determinations, the employee and the Board will mutually agree on an independent physician who will make a final and binding determination of the employee's fitness to perform the duties of the position. The costs of the independent physician's examination will be equally shared (50/50) by the employee and the Board.

F. Paychecks issued the last pay of each month shall reflect any use of sick leave, and shall also reflect any added sick leave days since the previous month.

G. Teachers for whom sufficient sick leave is not available to cover a disability due to pregnancy or childbirth who elect not to use sick leave shall be entitled to an unpaid leave of absence for that portion of the period of disability not covered by sick leave. For the purpose of this section, disability means the teacher is physically unable to perform her assigned duties as certified in writing by her physician.

H. Sick Leave Bank – When an employee exhausts all of his/her accumulated sick leave due to a serious illness or injury of the employee and/or his/her immediate family and additional days are still needed, then he/she may request through the WEA that the additional days be transferred from other bargaining unit members accumulated sick leave. A committee shall be comprised of the Superintendent, and administrative designee, WEA president, and a WEA designee. Any revisions made to the sick bank policy must be approved by the Western Board of Education and the Western Education Association.

Serious illness or injury shall be defined as disease, injury, or illness which is life-threatening or requires a significant period of absence. Examples of qualifying conditions would include, but not be limited to, heart conditions, cancer or stroke. Examples of non-qualifying conditions are normal pregnancies (including cesarean section) and elective surgeries. All donations are one a volunteer basis and will remain anonymous except to the Treasurer, Superintendent, and the Clerk.

a) A teacher who meets or will meet the criteria set forth above shall notify the Superintendent of his/her desire to request sick leave donations. If the request is approved by the Superintendent, he/she shall so advise the

WEA President, in writing, who then shall notify the bargaining unit members of the donation opportunity.

b) Teachers who have a balance of at least fifty (50) sick leave days may donate a maximum of two (2) sick days to a single applicant by submitting a signed sick leave donation form to the Treasurer. No employee shall donate more than five (5) sick days in a single school year. Donations must be received by the Treasurer within ten (10) calendar days of the Superintendent's approval of the donation request referenced above. Donations will be accepted in units of up to twenty (20) days.

c) Donated sick leave may not result in an increase in severance pay.

d) Unused donated sick leave shall not be returned to the donor and will be removed from the recipient's sick leave balance.

e) Before applying for sick bank days, a signed doctor's statement detailing the reason(s) the employee cannot return to work; and an estimated number of additional days the employee may be off work, will need to be included with a member's application to the sick bank committee.

2022) Contributions to the sick leave bank shall not count against a member's record of perfect attendance.

6.05 Unpaid Leave

A. Upon the written request of a bargaining unit member, the Board of Education may grant a leave of absence for a period of not more than two consecutive school years for educational, family (including child care and adoption), or emergency purposes, and shall grant such leave where illness or other disability is the reason for the request.

Leaves of absence will not be granted for recreational or vacation purposes, or for the purpose of seeking or taking other employment or entering into self-employment. A leave of absence shall be for the remainder of the school year in which the leave commences or the remainder of that year and the succeeding year. All applicants shall submit a written request to the Superintendent at least sixty (60) days prior to the starting date of the leave setting forth the reasons for the leave and the requested duration. The Superintendent may waive this latter requirement in an emergency.

1. The leave may only be terminated, prior to its expiration, upon written request of the teacher at the Superintendent's discretion in accordance with the needs and interests of the school system.

2. Upon return to service, the teacher shall resume the same contract status and seniority which he/she had prior to the leave. Return to part-time or limited service shall be permitted only upon the approval of the Superintendent.

3. The teacher shall inform the Superintendent in writing by March 15 of his/her intention to return to duty for the coming school year.

4. The Board of Education maintains the right to require the teacher's physician to certify in writing the nature of the teacher's disability and its expected duration.

5. A bargaining unit member on any leave of absence under this provision surrenders, in addition to regular pay, all Board-paid fringe benefits while on leave, except that the bargaining unit member may elect, if the insurance contract permits, to continue coverage by making full premium payments in advance to the Board of Education.

6.06 Military Service Leave

A. Unpaid Military Leave

1. In accordance with Section 3319 of the Ohio Revised Code, military leave of absence, without pay, shall be granted to any regular employee who shall be inducted, called to active duty, or who enlists for military duty with any branch of the armed forces of the United States

2. Any employee whose services in the Western Local School District have been interrupted by active duty service in the armed forces shall be re-employed in accordance with the provisions of Section 3319.14 of the Revised Code.

B. Paid Military Leave

1. A teacher called for field training or active duty in the Ohio National Guard or the reserve components of the United States armed forces shall be entitled to paid leave for up to thirty-one (31) days in accordance with Section 5923.05 of the Ohio Revised Code. The leave in this paragraph shall not apply when the service or training in this paragraph has been requested by

the teacher and is not at the sole request and for the sole convenience of the federal or state government.

6.07 Assault Leave

A. The Board shall grant assault leave to an employee who meets the following conditions and specifications:

1. The employee is absent due to actual disability resulting from a clearly unprovoked physical attack upon the employee (e.g., an injury resulting from the employee breaking up a fight between students).

2. The injury occurred on Board premises or while in attendance at an official school function and in the course of the employee's employment.

3. The employee has requested assault leave as provided in paragraph (B) and the Superintendent has approved the leave.

B. An employee requesting assault leave will complete and submit to the Superintendent an assault leave request form, provided by the Board which includes the following:

1. Date and time of occurrence.

2. Identification of the individual(s) causing the assault (if known).

3. Facts and circumstances surrounding the assault.

4. A certificate from a licensed physician describing the nature of the injury sustained causing absence. The Board may also require the employee to be examined by its physician at its expense.

5. A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assailant(s).

6. Signature of the assaulted employee.

C. The employee shall be granted a maximum of twenty (20) working days of assault leave. During assault leave, the employee shall be maintained on full pay basis, and the leave shall not be charged against sick leave or personal leave. At the

expiration of the twenty (20) working days of assault leave, if the employee is still disabled, the employee may use his accumulated sick leave or apply for workers' compensation, if eligible, for the period of physical disability.

D. The employee shall, as a condition of receiving assault leave, file criminal charges against the assailant(s) involved, if known.

E. An employee disabled as a result of assault and who has been granted a leave will be returned to the same position held at the time of the incident whenever possible.

6.08 Family and Medical Leave

A. A full-time teacher, who is eligible under the Family and Medical Leave Act, may use unpaid family medical leave for the purposes and on the conditions set forth in the federal Family and Medical Leave Act of 1993.

B. A teacher desiring to use family or medical leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the teacher learns of the need for the leave. The teacher's notice to the Superintendent that he or she will use family medical leave must specify that "Family Medical Leave" will be the type of leave taken.

C. During the leave, for up to twelve (12) weeks per year, the Board shall continue to pay the contribution it makes for a teacher on the active payroll to continue participation in life, dental, and health insurance. The teacher must pay the portion of the premium for any of such insurance to the Treasurer by the first day of the month in which the teacher desires to have the insurance coverage continued. If the teacher does not pay his or her contribution to the premium cost, then the Board will not be obligated to contribute its share in order to maintain the coverage.

D. Eligible employees are entitled to a total of twelve (12) workweeks of leave during any 12-month period ("the plan year") for qualifying circumstances. The plan year for purposes of this leave shall begin on the first day the employee's Family Medical Leave begins. When two spouses are employed by the board, they are entitled to a combined total of twelve (12) weeks of leave, rather than twelve (12) weeks each, for birth or placement leave or for the serious health condition of a parent. In the case of the employee's own serious health condition or the serious health condition of their spouse or child, each employee will be eligible for twelve (12) weeks of leave during the 12-month period.

E. FMLA leave will, when applicable, run concurrently with sick leave.

ARTICLE VII - SALARY AND FRINGE BENEFITS

7.01 Salary

2025-2026– Base Salary increase of 2%
2026-2027– Base Salary increase of 2%
2027-2028– Base Salary increase of 2%

Add a step at 27 years

7.02 Additional Training

Each teacher who has completed training which would qualify him/her for a higher salary bracket shall file with the Treasurer by the fifteenth day of September.

7.03 Extracurricular Salary Schedule

The dollar amounts on the extra-curricular salary schedule reflect a 0% increase to Extra-Curricular salary schedules for the length of contract ending June 30, 2028, with the exception of updating the High School Soccer Coach, Assistant High School Soccer Coach to match the salary schedule of the High School Volleyball Coach and Reserve Volleyball Coach respectively. The Board shall have sole discretion to determine whether these positions are filled. Supplemental Salary Schedules are attached as Appendix F.

7.04 Insurance

Newly employed bargaining unit members become eligible for insurance benefits on September 1 or the first day of the month after their employment if employed after September 1.

A. Life

The Board shall provide each full-time employee a $30,000 life insurance policy with double indemnity.

B. Medical and Major Medical

Effective July 1st of each year, the Board will pay up to the following amounts per month for full-time employees for single or family medical insurance coverage:

School Year	Single	Family	Family Traditional
2025-2026	$1,103	$2,019	$2,387

For the duration of this contract the Board will pay any increase in coverage up to an increase of 5% of the previous school year's amount. Any increase greater than 5% will be split equally between the Board and the employee.

If the Board elects to utilize a health savings account approach to insurance coverage and if the above stated Board contribution to coverage exceeds the total cost of the premium, then the excess amount shall be paid into the applicable employee's health savings account, not to exceed the amount allowed by the Internal Revenue Service.

C. Dental

Effective July 1st of each year, the Board will pay up to the following amounts per month for full-time employees for single or family dental insurance coverage:

School Year	Single	Family
2025-2028	$60	$89

However, when both spouses are employed by the Board, the Board shall offer and pay 100% of the premium for one family plan, or 100% of the premium for one single plan per employee, provided the Board shall not pay a dollar amount that is greater than twice the rate of the Board's payment for one family plan.

D. Part-time Employees:

Part-time employee is defined as an employee working 22 hours per week or less. All part-time employees shall receive one-half of the medical and major medical benefits and dental benefits received by full-time employees.

E. In order to facilitate an understanding of current employee insurance coverages and to periodically explore the market place for improved coverages and/or reduced costs, an Insurance Study Committee maybe established by the Board and Association. Both will appoint up to three (3) representatives to serve on this committee. The Insurance Study Committee will establish its own rules for meeting and operations. The Committee will have the authority to analyze and monitor claims utilization, review benefit plans, and screen different plans for recommendation to the parties. The Board shall retain the authority to accept, reject or modify the Committee's recommendation. In no instance shall any confidential medical information be viewed by the Committee.

7.05 Severance Pay

A. Severance pay will be paid at the rate of 1/4 of the total sick leave days accumulated, with a maximum of 70 days.

B. To be eligible, bargaining unit members must apply for and qualify for retirement in the State Teachers Retirement System of Ohio within ninety (90) days of their last day of actual service.

C. Upon an employee's retirement, the Treasurer will give the employee the form to make application for severance pay. Said employee shall submit the form to the Treasurer together with proof of retirement within one hundred and twenty (120) days after his/her last day of service. Failure of the employee to apply in a timely fashion will result in a forfeiture of severance pay.

D. The District shall pay severance pay amounts within sixty (60) days of the effective date of the employee's retirement. Payment of severance pay shall eliminate all sick leave credited to the employee.

7.06 Mileage Reimbursement

A. The Board will reimburse bargaining unit members at the current IRS rate per mile for mileage necessary in carrying out approved business of the school district.

Mileage will be paid to all employees who are required to serve more than one (1) building or the county office or to those employees who have received prior approval from the Superintendent. Proper forms must be filed with the Treasurer of the School Board and approved by the local Superintendent. Any anticipated reimbursement must have prior approval of the local Superintendent and/or Board approval before such expenses are incurred.

7.07 Pay Periods and Practices

A. Effective with the 2010-2011 school year, employees shall be paid bi-weekly (twenty-six installments).

B. Pay for supplemental contracts will be made in one (1) payment after the end of the season or activity. If supplemental pay exceeds $2,000, it may be requested to be paid in two (2) pays. Pay needs to be requested five (5) working days before the last pay of the month.

C. Teachers shall be granted payroll deductions for monthly payments of professional dues, for insurance and for annuities. A minimum of five (5) participants is required to establish payroll deduction for any new tax shelter annuity or other program. All teachers who are employed at the beginning of the year must submit a request for professional dues payroll deductions on or before October 1 of each school year. Such deductions shall be in equal amounts and shall be deducted beginning with the first and second pay periods in October and continuing with each month's first and second pay periods for nine (9) months.

The Treasurer shall normally distribute salary notice to each teacher no later than July 1 for the succeeding school year. However, when the salary schedule for the

succeeding year has not been agreed upon by July 1, the Treasurer shall then distribute salary notice within thirty (30) days after the new salary schedule is established.

D. Direct Deposit

Employees will be paid via direct deposit.

7.08 Workers' Compensation

Bargaining unit members are covered by "Workers' Compensation" which may provide some benefits for on-the-job injuries. If an injury occurs, an immediate report in writing should be filed with the Treasurer of the Board. Any witness(es) to the injury should countersign the report.

7.09 Section 125 Plan (Premium Only)

The Board shall adopt and implement a "cafeteria plan" which is designed to provide that employees who are members of the bargaining unit and participants in the payroll deducted benefit plan of the Board will pay any employee contributions required under such plan on a pre-tax basis, as permitted under Internal Revenue Code Section 125 and all Treasury Regulations and rulings therein ("Code Section 125"). Employees shall elect to participate in the cafeteria plan in accordance with its terms; and an employee shall be permitted to change his election to participate in the cafeteria plan to the extent provided in such plan and to the extent it is not inconsistent with the terms of the payroll deducted benefit plan of the Board.

The Board shall be entitled to amend the cafeteria plan at any time to comply with the requirements of Code Section 125 or in any other manner upon notification to the Association.

7.10 Longevity

Longevity will be based on the number of years of experience in education. After fifteen (15) years of completed service, teachers will be eligible for a longevity increment of fifteen hundred dollars $1500.00) per year; after twenty (20) years of completed service, twenty-one hundred dollars $2100.00) per year; after twenty (25) years of completed service, twenty-seven hundred dollars $2700.00) per year; and after thirty years of completed service, thirty three hundred dollars ($3300.00) per year. Such longevity shall be paid the first pay in June. All years of completed teaching service shall consist of at least one hundred twenty (120) days of regular full-time service under a teacher's contract. A year of military service shall only be counted as a year of completed service for longevity pay when such military service interrupts teaching service and consists of at least eight (8) continuous months or more on active service.

Longevity pay amounts shall be shown on the bottom of each salary schedule.

7.11 Academic Stipend

A. Teachers with at least three years of full-time experience in the Western Local School District shall be reimbursed for actual tuition costs at the rate of up to $450 per semester or the equivalency per quarter hour for course work taken from an accredited institution in a field related to teaching approved in advance by the Superintendent. No teacher shall be reimbursed for more than six (6) semester hours or nine (9) quarter hours per fiscal year. Semester and quarter hour limits apply to the hours taken in that fiscal year, though reimbursement is sought in a subsequent fiscal year. If course work crosses over into the next fiscal year, the reimbursement will be paid during the fiscal year for which the course is completed and will count towards the hours earned for that fiscal year. The Board shall appropriate a maximum of $9,000 per school year to implement the terms of this article.

B. In order to receive reimbursement, a teacher must receive a grade of B or better in the course for which tuition reimbursement is sought. Reimbursement shall be made within sixty (60) days following submission of a grade report and evidence the fee has been paid. Applications for reimbursement will be processed in the order they are received in the office of the Superintendent until the funds appropriated for a particular year are exhausted. Applications shall be in writing and a copy shall be returned to the Treasurer.

C. Applicants must apply for approval of reimbursement before course work is taken, and notice of approval or disapproval shall be given to the applicant within ten (10) days of application.

7.12 Attendance Stipend

A teacher will receive $250 if 0 days of sick leave and personal leave are used per quarter.

Payment will be made on a separate payroll check (since it isn't subject to retirement) on the last pay of June.

ARTICLE VIII - BOARD PICKUP OF EMPLOYEE CONTRIBUTIONS TO STRS

A. The Board shall assume and pay, or pick up, the mandatory employee contributions to STRS required for all STRS participants, subject to the provisions of this section, in lieu of payment of those contributions by said members.

B. For purposes of this Pickup Plan, total salary or salary per pay period for each member shall be the salary otherwise payable under their contracts and applicable Board policies. The total annual salary or salary per pay period of each member shall be payable by the Board in two parts: (1) deferred annual salary and (2) cash

salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the Ohio State Teachers Retirement System ("STRS") to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as a "pickup" of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's continued total expenditures for members' total annual salaries or salaries per pay period otherwise payable under this Section (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

C. The Board shall compute and remit its employer contributions to STRS based upon total annual salary or salary per pay period, including, the "pickup." The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary or salary per pay period, less the amount of the "pickup." The Board shall report for municipal income tax purposes as a member's gross income said member's total annual salary or salary per pay period, including the amount of the "pickup." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

D. The "pickup" shall be included in the member's total annual salary or salary per pay period for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

E. The Pickup Plan shall be effective no later than forty-five (45) days after the execution date of this Agreement. The Plan shall terminate immediately if any provision hereof is determined to be contrary to law or if employer pickup should no longer be authorized by the Internal Revenue Service, Ohio Attorney General or by the Ohio State Teacher's Retirement System.

ARTICLE IX - SUBSTANCE ABUSE

A. As a condition of employment, each employee of the Western Local School District shall not unlawfully manufacture, distribute, dispense, possess, or use any illegal drugs, alcohol, any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substances as defined in Federal and State Law on Western Local School District premises or as a part of any of its activities.

B. School premises include any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school, and off school property during any school activity. A school activity is defined as any school-sponsored or school-related activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the Western Local School District.

C. As a condition of employment, each employee shall notify his/her supervisor of his/her conviction of any criminal drug statute for a violation occurring on school premises as defined above, not later than five (5) days after such conviction.

D. An employee who violates this policy will be subject to disciplinary action under the Ohio Revised Code and the negotiated contract up to and including termination and referral for prosecution. A disciplinary action may include the completion of an appropriate rehabilitation program.

E. Information will be provided to all employees about any drug and alcohol counseling and rehabilitation and re-entry programs available to employees.

F. The Board of Education shall send a copy of the notice included as Appendix E to all employees so affected.

ARTICLE X - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

In accordance with Senate Bill 230, there shall be a Local Professional Development Committee (LPDC) established in the Western Local School District in accordance with the following provisions:

1. The purpose of the committee shall be to oversee, review, and approve professional development plans for course work, continuing education units, or other equivalent activities for the renewal of professional certificates or license renewal of all certified employees of the District, and any other activity established by law for LPDCs.

2. The committee shall be composed of members: three (3) teachers and two (2) administrators. Terms shall be for two (2) years each, except that initial selection of two (2) teachers and one (1) administrator shall be for three (3) year terms.

3. Teacher members shall be selected by the WEA.

4. Administrator members shall be selected by the Superintendent.

5. The LPDC shall meet on a regular basis, as needed, and shall adopt its own regulations for such meetings.

6. Committee members may be reappointed for successive terms, without limitation.

7. The LPDC shall be charged with the obligation to be operational for renewal of licenses effective September 1, 1998. The committee shall operate under the rules and regulations of Senate Bill 230, relevant adopted rules and regulations of the State Department of Education. The committee shall establish a procedure by which a teacher may appeal the decision of the LPDC.

8. If any LPDC member is unable to complete his or her term of office, the Superintendent shall appoint an administrative person to fill any administrative vacancies, and the Association shall select any bargaining unit member replacements for the remainder of the unexpired term.

   The leaders of the LPDC and SLO Committees shall receive $35 per hour and the members of the committees shall receive $25 per hour. Monthly meetings will be held for each group.

ARTICLE XI - GENERAL PROVISIONS

11.01 Distribution of Contract

Each teacher, administrator, Board member, County Superintendent, County Supervisor, and school library shall be provided with a professionally printed copy of this contract as soon as practicable after ratification and adoption by the parties. Teachers new in the District will receive a copy upon employment. The President of the Association shall be given ten (10) additional copies of the contract for the use of the Association. The Board shall likewise receive ten (10) additional copies for its use. Costs of printing the contract shall be shared equally by the Association and the Board.

11.02 Conflict with the Law

The provisions of this Agreement govern the wages, hours and terms and conditions of employment of members of the bargaining unit. This Agreement supersedes all applicable state or local laws pertaining to wages, hours, or terms and conditions of employment to the extent permitted by Section 4117.10(A) of the Ohio Revised Code. If a court of competent jurisdiction determines, after all appeals or times for appeal have been exhausted, that any provision of this Agreement violates Ohio or federal law, such provision shall be inoperative but the remaining provisions herein shall remain in effect. At such time, both parties shall meet to discuss and re-negotiate the item affected.

11.03 No Strike Clause

The Association and any and all of its members shall not cause, engage in, or sanction any strike, slowdown, or any other similar cessation or disruption of services for the term of the Agreement **and no lock-out protection for union members.**

11.04 Implementation and Duration

Provisions in this contract shall supersede any rules, regulations, individual contracts or practices of the Board which may be contrary or inconsistent with the terms of this contract. This contract contains the full, complete, and entire contract between the Board and the Association.

All prior negotiated agreements between the parties not contained in this contract are null and void.

11.05 Waiver of Negotiations

Except as required by Chapter 4117 of the Ohio Revised Code, it is agreed that during the negotiations leading to the execution of this Agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining and that the parties expressly waive the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement.

11.06 Non-Discrimination

The provisions of this Agreement shall be applied to all employees in the bargaining unit without discrimination as to age, sex, race, color, religion, membership or non-membership in the Association, disability, or national origin.

All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

After notifying the Association of the action to be taken, the Board may take any action necessary to comply with the Americans with Disabilities Act.

11.07 Term of Agreement

This Agreement shall be effective from July 1, 2025 to June 30, 2028.

For the Western Local School District Board of Education

Date 7-31-25

For the Western Education Association

Carla Wayland

Kimberlee S. Montarron

Date 7/31/25

APPENDIX A

GRIEVANCE REPORT FORM I, LEVEL ONE
WESTERN LOCAL SCHOOL DISTRICT

Grievance # _____

_____
(Name of Grievant) (Date)

_____
(Building) (Assignment)

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance and provision(s) of contract allegedly violated:

_____

_____

_____

_____

_____

2. Relief Sought _____

_____

_____
(Signature) (Date)

C. Disposition of Principal/Immediate Supervisor _____

_____

_____

_____
(Signature) (Date)

APPENDIX B

GRIEVANCE REPORT FORM II, LEVEL TWO
WESTERN LOCAL SCHOOL DISTRICT

Grievance # _____

In regard to GRIEVANCE REPORT FORM I (attached):

A. Position of Grievant_____

_____

_____

_____
(Signature) (Date)

B. Date Received by Superintendent_____

C. Disposition by Superintendent_____

_____

_____

_____

_____

_____
(Signature) (Date)

APPENDIX C

GRIEVANCE REPORT FORM III, LEVEL THREE
WESTERN LOCAL SCHOOL DISTRICT

Grievance # _____

In regard to GRIEVANCE REPORT FORMS I & II (attached):

A. Position of Grievant _____

_____

_____

_____
(Signature) (Date)

B. Date Received by Board_____

C. Disposition by Board_____

_____

_____

_____

_____

_____
(Signature) (Date)

APPENDIX D

GRIEVANCE REPORT FORM IV, LEVEL FOUR
WESTERN LOCAL SCHOOL DISTRICT

Grievance # _____

In regard to GRIEVANCE REPORT FORMS I, II, & III (attached); request is made for a hearing before an arbitrator as provided in Level IV of the grievance procedure.

_____
(Signature of Grievant) (Date)

Received by Superintendent or His/Her Designated Representative:

_____
(Signature) (Date)

APPENDIX E

SUBSTANCE ABUSE NOTICE

YOU ARE HEREBY NOTIFIED that it is a violation of the policy of the Western Local School District for any employee to unlawfully manufacture, distribute, dispense, possess or use any illegal drug, alcohol, any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance, as defined by State and Federal Law on Western Local School premises or as a part of any of its activities.

School premises and activities include a school building or other school premises; any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities; and off school property during any school activity. A school activity is defined as any school-sponsored or school-related activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the Western Local School District.

YOU ARE FURTHER NOTIFIED, that it is a condition of your continued employment that you will comply with the above policy of the school district and will notify your supervisor of your conviction of any criminal drug statute for a violation occurring on school premises. Such notification shall be given no later than five (5) days after such conviction.

An employee who violates this policy will be subject to disciplinary action under the Ohio Revised Code and the negotiated contract up to and including termination and referral for prosecution. A disciplinary action may include the completion of an appropriate rehabilitation program. Information will be provided to all employees about any drug and alcohol counseling and rehabilitation and re-entry programs available to employees.

APPENDIX F

CERTIFICATED SALARY SCHEDULE
WESTERN LOCAL SCHOOL DISTRICT
~~2022-2023~~ 2025-2026 School Year

STEP	NON-DEGREE	BACHELOR DEGREE	150 HRS. BACHELOR DEGREE	MASTERS DEGREE
0	$39,427	$45,582	$47,314	$50,266
1	$41,023	$47,314	$49,756	$52,097
2	$42,174	$49,043	$49,756	$52,097
3	$44,212	$50,775	$53,193	$56,474
4	$45,808	$52,509	$55,150	$58,661
5	$47,404	$54,240	$57,110	$60,850
6	$48,998	$56,286	$59,072	$63,039
7	$50,590	$57,703	$61,031	$65,225
8	$52,188	$59,437	$62,991	$67,413
9	$53,784	$61,168	$64,950	$69,600
10	$55,377	$62,899	$66,912	$71,789
11	$56,975	$64,634	$68,870	$73,974
14	$59,385	$66,364	$70,830	$76,163
18	$61,760	$67,878	$72,791	$78,351
22	$62,995	$69,458	$74,246	$79,920
24	$64,255	$70,847	$75,731	$81,518
27	$66,182	$72,972	$78,003	$83,964
30	$68,168	$75,161	$80,343	$86,483

Note: Longevity pay is paid in addition to this schedule as follows:

15 years of completed service in education - $1,500
20 years of completed service in education - $2,100
25 years of completed service in education - $2,700
30 years of completed service in education - $3,300

Note: Any Bargaining unit member who has or obtains 15 graduate semester hours of more after receiving a master's degree shall be paid the appropriate masters degree amount plus $500 per year.

CERTIFICATED SALARY SCHEDULE

WESTERN LOCAL SCHOOL DISTRICT

~~2023-2024~~ 2026-2027 School Year

STEP	NON-DEGREE	BACHELOR DEGREE	150 HRS. BACHELOR DEGREE	MASTERS DEGREE
0	$40,216	$46,494	$48,261	$51,271
1	$41,844	$48,261	$50,751	$53,140
2	$43,018	$50,025	$52,257	$55,374
3	$45,097	$51,791	$54,258	$57,605
4	$46,725	$53,560	$56,254	$59,835
5	$48,352	$55,326	$58,252	$62,068
6	$49,979	$57,412	$60,254	$64,300
7	$51,602	$58,857	$62,253	$66,530
8	$53,233	$60,626	$64,252	$68,762
9	$54,861	$62,392	$66,249	$70,993
10	$56,486	$64,158	$68,251	$73,226
11	$58,115	$65,927	$70,248	$75,455
14	$60,574	$67,692	$72,248	$77,687
18	$62,996	$69,236	$74,248	$79,919
22	$64,256	$70,848	$75,732	$81,519
24	$65,541	$72,265	$77,246	$83,150
27	$67,507	$74,432	$79,564	$85,644
30	$69,532	$76,665	$81,951	$88,214

Note: Longevity pay is paid in addition to this schedule as follows:

15 years of completed service in education - $1,500
20 years of completed service in education - $2,100
25 years of completed service in education - $2,700
30 years of completed service in education - $3,300

Note: Any Bargaining unit member who has or obtains 15 graduate semester hours of more after receiving a master's degree shall be paid the appropriate master's degree amount plus $500 per year.

CERTIFICATED SALARY SCHEDULE

WESTERN LOCAL SCHOOL DISTRICT

~~2024-2025~~ 2027-2028 School Year

STEP	NON-DEGREE	BACHELOR DEGREE	150 HRS. BACHELOR DEGREE	MASTERS DEGREE
0	$41,020	$47,424	$49,226	$52,296
1	$42,681	$49,226	$51,766	$54,202
2	$43,878	$51,025	$53,301	$56,481
3	$45,998	$52,826	$55,343	$58,756
4	$47,659	$54,630	$57,378	$61,031
5	$49,319	$56,432	$59,417	$63,309
6	$50,978	$58,560	$61,459	$65,586
7	$52,634	$60,034	$63,497	$67,860
8	$54,297	$61,838	$65,536	$70,137
9	$55,957	$63,640	$67,574	$72,412
10	$57,615	$65,441	$69,615	$74,690
11	$59,277	$67,245	$71,653	$76,963
14	$61,785	$69,046	$73,692	$79,240
18	$64,255	$70,620	$75,732	$81,517
22	$65,540	$72,264	$77,246	$83,149
24	$66,852	$73,710	$78,791	$84,812
27	$68,856	$75,920	$81,155	$87,356
30	$70,922	$78,198	$83,589	$89,977

Note: Longevity pay is paid in addition to this schedule as follows:

15 years of completed service in education - $1,500
20 years of completed service in education - $2,100
25 years of completed service in education - $2,700
30 years of completed service in education - $3,300

Note: Any Bargaining unit member who has or obtains 15 graduate semester hours of more after receiving a master's degree shall be paid the appropriate master's degree amount plus $500 per year.

Western Local School District
Extra-Curricular Salary Schedule
2025-2028

Experience	0	1	2	3	4	5
Summer Basketball Coordinator	$3,417	$3,541	$3,663	$3,789	$3,904	$4,026
Athletic Director	$8,650	$8,900	$9,150	$9,400	$9,650	$9,900
Jr. High Athletic Director	$2,538	$2,598	$2,658	$2,718	$2,778	$2,838
Head Basketball	$4,744	$5,005	$5,272	$5,529	$5,782	$6,038
Summer Youth Recreation	$1,776	$1,828	$1,871	$1,927	$1,950	$2,013
Assistant Basketball (2)	$2,973	$3,041	$3,105	$3,172	$3,239	$3,303
8th Grade Basketball	$2,280	$2,344	$2,387	$2,437	$2,498	$2,538
7th Grade Basketball	$2,280	$2,344	$2,387	$2,437	$2,498	$2,538
5th & 6th Grade Basketball	$1,189	$1,199	$1,253	$1,299	$1,350	$1,399
Head Baseball	$2,516	$2,584	$2,642	$2,720	$2,784	$2,852
Assistant Baseball	$1,781	$1,835	$1,880	$1,929	$1,956	$2,021
Golf	$2,516	$2,584	$2,642	$2,720	$2,784	$2,852
Head Softball	$2,516	$2,584	$2,642	$2,720	$2,784	$2,852
Assistant Softball	$1,781	$1,835	$1,880	$1,929	$1,956	$2,021
High School Track	$2,516	$2,584	$2,642	$2,720	$2,784	$2,852
Jr. High Track	$1,776	$1,828	$1,871	$1,927	$1,950	$2,013
High School Volleyball	$2,852	$2,912	$2,972	$3,032	$3,092	$3,152
Reserve Volleyball	$1,956	$2,016	$2,076	$2,136	$2,196	$2,256
Jr High Volleyball	$1,781	$1,841	$1,901	$1,961	$2,201	$2,261
Head Football Coach	$2,973	$3,041	$3,105	$3,172	$3,239	$3,303
Assistant Football Coach (2)	$1,956	$2,2016	$2,076	$2,136	$2,196	$2,256
Jr. High Football Coach	$2,580	$2,640	$2,700	$2,760	$2,820	$2,880
Assistant Jr. High Football Coach	$1,956	$2,016	$2,076	$2,136	$2,196	$2,256
Powerlifting Coach (2)	$2,280	$2,334	$2,387	$2,437	$2,498	$2,538
High School Soccer Coach	$2,852	$2,912	$2,972	$3,032	$3,092	$3,152
Assistant High School Soccer	$1,956	$2,016	$2,076	$2,136	$2,196	$2,256
Jr. High Soccer Coach	$1,781	$1,841	$1,901	$1,961	$2,021	$2,081
H.S Cheerleading Advisor	$1,956	$2,016	$2,076	$2,136	$2,196	$2,256
Jr. High Cheerleading Advisor	$1,657	$1,717	$1,777	$1,837	$1,897	$1,957

Experience	0	1	2	3	4	5
H.S. Musical Production Advisor **	$1,800	$1,860	$1,920	$1,980	$2,040	$2,100
Elem. Musical Production Advisor **	$1,800	$1,860	$1,920	$1,980	$2,040	$2,100
Musical Assistant **	$1,600	$1,660	$1,720	$1,780	$1,840	$1,900
Elem Musical Assistant **	$1,600	$1,660	$1,720	$1,780	$1,840	$1,900
Yearbook Advisor	$2,030	$2,083	$2,137	$2,185	$2,238	$2,280
Media Club Advisor	$1,015	$1,042	$1,069	$1,093	$1,119	$1,140
Newspaper Advisor	$258	$273	$288	$306	$322	$336
eSports	$2,280	$2,344	$2,387	$2,437	$2,498	$2,538
Cross Country	$2,516	$2,584	$2,642	$2,720	$2,784	2,852
Quiz Bowl	$824	$841	$873	$897	$919	$951
Freshman Advisor	$61	$76	$93	$110	$123	$146
Sophomore Advisor	$61	$76	$93	$110	$123	$146
Junior Advisor	$772	$791	$823	$847	$870	$902
Senior Advisor	$772	$791	$823	$847	$870	$902
Art Club	$479	$497	$513	$530	$547	$564
Flag Corps Advisor	$479	$497	$513	$530	$547	$564
Science Fair	$479	$497	$513	$530	$547	$564
Spelling Coach	$479	$497	$513	$530	$547	$564
Student Council Advisor	$699	$715	$745	$767	$787	$816
Vocal Music	$772	$791	$823	$847	$870	$902
National Honor Society	$772	$791	$823	$847	$870	$902
YLA Advisor	$1,000	$1,060	$1,120	$1,180	$1,240	$1,30
Band Director *	$2,000	$2,052	$2,105	$2,152	$2,204	$2,245

***Band Director will receive $150 per parade**
with a maximum of 4 parades per fiscal year
**** $150 per performance with a maximum of**
4 performances per fiscal year

APPENDIX G

PUBLIC COMPLAINTS AND GRIEVANCES

Any person or group having a legitimate interest in the operations of this District shall have the right to present a request, suggestion, complaint, or grievance concerning District personnel, the program, or the operations of the District. At the same time, the Board of Education has a duty to protect its staff and permit individual staff members to have an opportunity to present his/her side of the story and to defend him/herself. It is the intent of this policy to provide the means for judging each public complaint and grievance in a fair and impartial manner and to seek a remedy where appropriate.

It is the desire of the Board to rectify any misunderstandings between the public and the District by direct discussions of an informal type among the interested parties. It is only when such informal meetings fail to resolve the differences, shall more formal procedures be employed.

Any requests, suggestions, complaints, or grievances reaching the Board, Board members, and the administration shall be referred to the Superintendent for consideration according to the following procedure.

Matters Regarding a Professional Staff Member

A. First Level

If it is a matter specifically directed toward a professional staff member, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within his/her authority and District administrative guidelines.

This level does not apply if the matter involves suspected child abuse, substance abuse, or other serious allegation which may require investigation or inquiry by school officials prior to approaching the professional staff member.

B. Second Level

If the matter was not or cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the staff member's supervisor and in compliance with provisions of a collective bargaining agreement, if applicable.

C. Third Level

If a satisfactory solution is not achieved by discussion with the staff member's supervisor, a written request for a conference shall be submitted to the Superintendent. This request should include:

1. the specific nature of the complaint and a brief statement of the facts giving rise to it.

2. the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;
3. the action which the complainant wishes taken and the reasons why it is felt that such action be taken.

D. Fourth Level

Should the matter still not be resolved, or if it is one beyond the Superintendent's authority and requires a Board decision or action, the complainant shall request, in writing, a meeting with the Board.

The Board, after reviewing all material relating to the case, shall grant a meeting of the Board or a meeting in an executive session of the Board.

The complainant shall be advised, in writing, of the Board's recommendation or decision within a reasonable period of time following the meeting.

Matters Regarding an Administrative Staff Member

Since administrators are considered members of the District's professional staff, the general procedure specific in "Matters Regarding a Professional Staff Member" shall be followed.

Matters Regarding a Support Staff Member

In the case of a support staff member, the same procedure is to be followed as for "Matters Regarding a Professional Staff Member".

Matters Regarding District Services or Operations

If the request, suggestion, complaint, or grievance relates to a matter of District procedure or operation, it should be addressed, initially, to the staff member with immediate responsibility and then brought, in turn, to higher levels of authority in the manner prescribed in "Matters Regarding a Professional Staff Member".

Matters Regarding the Educational Program

If the request, suggestion, complaint, or grievance relates to a matter of District program, it should be addressed, initially, to the Director of Instruction and then brought, in turn, to higher levels of authority in the manner prescribed in "Matters Regarding a Professional Staff Member".

Matters Regarding Instructional Materials

If the request, suggestion, complaint, or grievance relates to instructional materials such as textbooks, library books, reference works, and other instructional aids used in the District, the procedure outlined in other Board policies regarding the topic at issue shall be followed.

Adopted: 7/12/2004

The Language in this contract is in effect for three years. A memorandum of understanding will be done when resident teacher language is finalized at the state level.