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STATE EMPLOYMENT
RELATIONS BOARD

2011 JUN 27 P 2: 26

AGREEMENT

BETWEEN

**WESTERN BROWN
EDUCATION ASSOCIATION**

AND

**WESTERN BROWN
BOARD OF EDUCATION
[Brown County]**

July 1, 2011– June 30, 2014

(2)

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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 as they become available:

- a. Training and experience grid
- b. Treasurer's monthly financial reports
- c. Certificated Staff Form CS-1
- d. Any and all Auditor's Amended Certificates of Estimated Resources
- e. Annual Appropriation Resolution
- f. July Tax Budget
- g. Annual Summary Report and rate increase data for all insurance coverage
- h. Form SM-1

- i. Form S-2
- j. 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 shall be paid by the unsuccessful party in the arbitration proceeding. 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 a copy of the current Teacher Handbook. One current copy of the complete Board Policies, administrative manual and building handbook shall be kept in each building and shall be available to employees 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.

4.08 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 the opening day of school for the staff until September 15 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.

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. 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 four (4) persons shall represent each party and that should include the President of the Association and the Superintendent.

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:

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members.

4.141 NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE:

Notice of the amount of the annual fair share fee, shall be transmitted by the Association to the Treasurer of the Board on or about September 30th of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

4.142 SCHEDULE OF FAIR SHARE FEE DEDUCTIONS:

A. ALL FAIR SHARE FEE PAYORS:

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

1. Sixty (60) days employment in a bargaining unit position or
2. January 15th

B. UPON TERMINATION OF MEMBERSHIP DURING THE MEMBERSHIP YEAR:

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

4.143 TRANSMITTAL OF DEDUCTIONS:

The Board further agrees to accompany each transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deduction were made, the period covered, and the amount deducted for each.

4.144 PROCEDURE FOR REBATE:

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.07(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

4.145 ENTITLEMENT TO REBATE:

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

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.

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 two (2) 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 will not be placed in the employee's personnel file unless the employee engages in further misconduct within a period of two (2) years (specified period) from the date of the 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. 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. Provided that 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.

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. Staff members will also be notified by the district automated phone messaging system of summer postings.

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 ten (10) 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 written notice as to the reason(s) why the requested transfer/reassignment or selection was not approved.

6.024 FILLING SUPPLEMENTAL VACANCIES:

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. The evaluation shall take place during the term of the supplemental contract, ideally at the midway point of the supplemental season. Additional evaluations may be conducted as necessary. If it becomes apparent a supplemental contract holder's performance is substandard, the administration will make every effort to evaluate that individual before making a decision concerning his/her supplemental reemployment for the next year.

6.03 EVALUATIONS:

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 on Limited Contracts 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:

JANUARY 15 – First evaluation cycle completed which shall include two (2) observations of at least thirty (30) consecutive minutes each and post observation conference.

JANUARY 25 – Written report of first evaluation due to teacher.

After receipt of the first evaluation through April 1 – Second evaluation cycle completed which shall include two (2) observations of at least thirty (30) consecutive minutes each and post observation conference.

APRIL 10 – Written report of second evaluation 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 the building principal or the assistant building principal.

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 the minimum required by state law and/or the State Department of Education.

6.042 CALAMITY DAYS:

When school is closed due to inclement weather or other emergency conditions, calamity days will be utilized for the days of closing in any school year as determined by applicable law. School closures for inclement weather or other emergency conditions beyond the days allotted by law shall be made up on the day(s) scheduled for doing so in the school calendar adopted by the Board. After September 1 of each school year, the scheduled calamity make up days in the adopted school calendar shall not be changed without mutual agreement between the Board and the Association.

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 a twenty five (25) minute Teacher Data Team meeting at the beginning of every school day. Building administrators will assign specific topics for the meetings. IAT meetings shall also take place during this time. 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.

6.05 REDUCTION IN FORCE:

When the Board determines it is necessary due to decreased enrollment, return to duty of regular teachers after leaves of absence, the suspension of schools or territorial changes affecting the District, or financial reasons, to reduce the number of certified staff positions, the following procedure shall be followed:

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 chosen as follows:

6.0521 SENIORITY:

All (tenured and non-tenured) staff members in the bargaining unit will be placed on seniority lists in each teaching field (defined as area of licensure) for which they are certificated. 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.

6.0522 ORDER OF RIF / DISPLACEMENT:

Reductions in any area of certification will be made from the bottom of the seniority list for that area of certification. Reductions will be made from the non-tenured list before proceeding to the tenured list. A staff member

affected may elect to displace a less senior member in another area of certification if he/she currently holds the required certification.

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 thirty-six (36) 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 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 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 \$5.00 more than the regular substitute pay. 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 SMOKE-FREE WORKPLACE:

The buildings and vehicles owned by the Board shall be smoke-free.

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 twenty five (225) 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, 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:

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 furnish a written signed statement (Exhibit M) for the use of sick leave. Whenever an employee uses paid sick leave for five (5) consecutive days or more, appropriate verification may be required 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.

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:

Any employee shall be granted an unpaid leave of absence for reasons of health, and may be granted for other reasons 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 as follows:

An employee who has used no personal, sick or unpaid leave during the period of the first contracted day of work each school year through the first semester shall be paid a perfect attendance semester bonus of \$125.00, payable in the last paycheck in January. An employee who has used no personal, sick or unpaid leave during the period of the second semester shall be paid a perfect attendance semester bonus of \$125.00, payable in the first paycheck in July.

ARTICLE VIII – COMPENSATION

8.01 CERTIFIED SALARY SCHEDULE:

Employees covered by this bargaining unit will receive a 0% (zero) salary increase for the 2011-2014 school years. (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.

8.03 SUPPLEMENTAL SALARY SCHEDULES:

Salaries on the Supplemental Salary Schedule shall have a one time, 5% (five per cent) cut across the board, to enable the continuation of freshman teams. This reduction shall be implemented at the start of the 2011 school year. (See attached Supplemental Salary Schedules) Thereafter, 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.

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 percentages of the single and family premiums:

2011-2012	93%
2012-2013	92%
2013/2014	90%

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 INSURANCE OPT-OUT:

A bargaining unit member may annually elect to withdraw from the medical/hospitalization benefits as provided in Article 9.01 and shall receive an \$1,800 rebate. The opt-out provision shall not be available to a husband and a wife who are both employed by the Board. The rebate shall be paid within the first payroll check in June of the insurance year in which the employee has "opted out". A bargaining unit member who has "opted out" shall notify the District Treasurer by August 30th. A bargaining unit member who has opted not to participate shall have the right to reenter in the insurance program should family circumstances change. Any bargaining unit member reentering during the year shall forfeit any rebate. The bargaining unit member must show proof of medical insurance coverage in order to receive the opt-out rebate.

9.08 PART-TIME EMPLOYEE:

Any action of the Board of Education to hire less than full time, certificated, employees shall entitle each employee hired the following benefits: (1) Hospitalization, Major Medical – the right to choose either a single or family policy, pro-rated by the percentage of a regular full-time contract for each part-time employee at the time of employment.

9.09 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.

9.091 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.

9.092 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.

9.093 125 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.

9.10 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.

9.101 RETIREMENT INCENTIVE:

In addition to regular severance pay, certified teachers who retire their first year of eligibility pursuant to the eligibility standards of STRS or who retire at the end of the year they first have thirty (30) years of service credit pursuant to STRS guidelines shall receive an additional bonus of ten thousand dollars (\$10,000.00).

9.11 TUITION REIMBURSEMENT:

The Board shall allocate a sum of twenty-five thousand dollars (\$25,000) 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.

9.12 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.

]

9.13 ELECTRONIC BANKING:

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

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

9.141 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.

9.142 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.

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

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

9.145 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.

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

9.147 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.

9.148 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, 2014 except as it may be modified by a specific amendment executed by both parties.

This agreement entered into this 23rd day of June, 2011

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

FOR THE WESTERN BROWN EDUCATION
BOARD
ASSOCIATION

Michael K. Chyn
Its President

Amy M. Smulej
Negotiating Team Member

Negotiating Team Member

FOR THE WESTERN BROWN
OF EDUCATION

Richard E. Pude *
Its President

Christy J. Bernaus
Superintendent

Denny Dunlap
Treasurer

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 – TEACHER OBSERVATION FORM
WESTERN BROWN LOCAL SCHOOLS
TEACHER OBSERVATION FORM

TEACHER NAME: _____ EVALUATOR: _____
 SCHOOL: _____ SUBJECT/GRADE: _____
 DATE OF PRECONFERENCE: _____ DATE OBSERVED: _____
 BEGINNING TIME OF LESSON: _____ ENDING TIME: _____
 LESSON TOPIC/ACTIVITIES: _____

DATE OF POST CONFERENCE: _____

NOTE: Employees are evaluated on standards. Examples of performance indicators are included to help document performance of standards; some indicators will not be applicable to all teachers. Explanations must be provided for each standard assessed NI or U. Exemplary performance should be noted under comments.

MEETS STANDARD (M) —Performance in this area meets the standard. The teacher demonstrates personal and professional qualities in the area.

NEEDS IMPROVEMENT (NI) —Performance in this area requires improvement to attain a "Meets Standard" rating. The teacher is not performing at an acceptable level.

UNSATISFACTORY (U) —Performance in this area is unacceptable. The teacher needs immediate improvement to be at the "Meets Standard" level.

NOT OBSERVED (NO) — There was not chance to observe this area.

DOMAIN A:
ORGANIZING CONTENT KNOWLEDGE FOR STUDENT LEARNING

A1: Becoming familiar with relevant aspects of students' background knowledge and experiences.

★ In what ways do you find out about students' foundation for understanding of the content?

COMMENTS:

M	NI	U	NO

A2: Articulating clear learning goals for the lesson that are appropriate to the students.

★ What are your outcomes/goals for the lesson?

★ Do you have any differentiated goals for groups or individual students?

COMMENTS:

M	NI	U	NO

A3: Demonstrating an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future.

★ How does the content of this lesson build on what has been learned previously and what will be learned in the future?

COMMENTS:

M	NI	U	NO

A4: Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson.

M	NI	U	NO

- ★ Methods—What did you do?
- ★ Activities—What are the students doing?
- ★ Materials—What resources are used?

COMMENTS:

A5: Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.

- ★ How will you evaluate whether the students have learned what you intended them to learn?
- ★ How will the results of the assessment affect the planning of future instruction?

M	NI	U	NO

COMMENTS:

**DOMAIN B:
CREATING AN ENVIRONMENT FOR STUDENT LEARNING**

B1: Creating a climate that promotes fairness

- ★ Teacher demonstrates respect for individual differences (culture, religious, gender, socio-economic, ethnicity, and exceptionalities)
- ★ Teacher encourages students to treat each other fairly
- ★ Helps students feel equally valued
- ★ Solicits comments, questions, examples, and other contributions from all students

M	NI	U	NO

COMMENTS:

B2: Establishing and maintaining rapport with students

- ★ Demonstrates and maintains positive, respectful interactions with students in all school settings
- ★ Relates positively, demonstrates warmth, concern, sincerity, humor, interest in students and listens
- ★ Communicates enthusiasm for learning

M	NI	U	NO

COMMENTS:

B3: Communicating challenging learning expectations to each student

- ★ Believes that all students can achieve significantly
- ★ Encourages students to produce high quality work
- ★ Students demonstrate understanding of teachers expectations for achievement

M	NI	U	NO

COMMENTS:

B4: Establishing and maintaining consistent standards of classroom behavior

- ★ Evidence of consistent standards for classroom behavior
- ★ Communicates clear behavioral expectations
- ★ Enforces disciplinary procedures promptly and with fairness and consistency

M	NI	U	NO

COMMENTS:

B5: Making the physical environment as safe and conducive to learning as possible

- ★ Environment adjusted to lesson (move desk)
- ★ All students have access to instruction
- ★ Displays student work and instructional resources

M	NI	U	NO

COMMENTS:

**DOMAIN C:
TEACHING FOR STUDENT LEARNING**

C1: Making learning goals and instructional procedures clear to students

- ★ Communicates clear goals
- ★ Provides clear, concise directions and explanations of lessons
- ★ Engages all learners

M	NI	U	NO

COMMENTS:

C2: Making content comprehensible to students

- ★ Makes instruction relevant to students' lives and experiences
- ★ Lesson has a logical and coherent structure
- ★ Provides for the instructional needs of all students

M	NI	U	NO

COMMENTS:

C3: Encouraging students to extend their thinking

- ★ Encourages academic curiosity and critical thinking
- ★ Uses a variety of questioning techniques at appropriate level

M	NI	U	NO

COMMENTS:

C4: Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands

- ★ Provides specific, meaningful feedback
- ★ Uses a variety of monitoring techniques to check for understanding
- ★ Adjusts learning activities as needed

M	NI	U	NO

COMMENTS:

C5: Using instructional time effectively

- ★ Paces instruction appropriately
- ★ All materials readily available
- ★ Demonstrates ability to engage and maintain students' attention and to recapture or refocus it as necessary

M	NI	U	NO

COMMENTS:

DOMAIN D:

TEACHER PROFESSIONALISM

D1: Reflecting on the extent to which the learning goals were met

- ★ What would you do differently?
- ★ What would you do the same?
- ★ What will you do next?

M	NI	U	NO

COMMENTS:

D2: Demonstrating a sense of efficacy

- ★ What specific actions will you take to work with individual students who are not meeting the learning goal?

COMMENTS:

M	NI	U	NO

D3: Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students

- ★ Who could you consult with on matters related to learning and instruction?
- ★ In what ways have you collaborated with other colleagues?
- ★ What can other colleagues do to help you?

M	NI	U	NO

COMMENTS:

<p>D4: Communicating with parents or guardians about student learning</p> <ul style="list-style-type: none"> ★ What forms of communication do you use? ★ When do you feel it is necessary to communicate with parents? <p>COMMENTS:</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">M</td> <td style="width: 25%;">NI</td> <td style="width: 25%;">U</td> <td style="width: 25%;">NO</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	M	NI	U	NO				
M	NI	U	NO						
<p>D5: Professional Development</p> <ul style="list-style-type: none"> ★ Participates in professional development activities ★ Attends workshops, in service days and other appropriate opportunities aligned with district goals/CIP <p>COMMENTS:</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">M</td> <td style="width: 25%;">NI</td> <td style="width: 25%;">U</td> <td style="width: 25%;">NO</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	M	NI	U	NO				
M	NI	U	NO						
<p>D6: Complies with school district policies, procedures and programs</p> <ul style="list-style-type: none"> ★ Attendance ★ Licensure ★ Assigned responsibility ★ Maintains professional demeanor ★ Professional appearance appropriate to responsibilities <p>COMMENTS:</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">M</td> <td style="width: 25%;">NI</td> <td style="width: 25%;">U</td> <td style="width: 25%;">NO</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	M	NI	U	NO				
M	NI	U	NO						

EXHIBIT C -- EVALUATION FORM

**WESTERN BROWN LOCAL SCHOOLS
TEACHER EVALUATION FORM**

Check only one: First Evaluation Second Evaluation Additional

Teacher Name _____ Date _____
Building _____ Assignment _____

Domain A: ORGANIZING CONTENT KNOWLEDGE FOR STUDENT LEARNING

Strengths:

Areas for Improvement:

Domain B: CREATING AN ENVIRONMENT FOR STUDENT LEARNING

Strengths:

Areas for Improvement:

Domain C: TEACHING FOR STUDENT LEARNING

Strengths:

Areas for Improvement:

Domain D: TEACHER PROFESSIONALISM

Strengths:

Areas for Improvement:

RECOMMENDATION:
 Continued Employment Continued Employment with Action Plan Non-renewal of Contract

Evaluator: _____ Date: _____

Teacher: _____ Date: _____
(Signature means that I have seen this report, but not necessarily that I agree with it.)

ACTION PLAN (Any area marked needs improvement or an area of concern should be addressed in an Action Plan and attached to this evaluation. The teacher should complete this plan with assistance from the administration.)

**WESTERN BROWN LOCAL SCHOOLS
TEACHER EVALUATION FORM
ACTION PLAN**

AREAS OF IMPROVEMENT:

ACTION PLAN:

Suggestions/Needs for Improvement:

Assistance/Resources for Desired Improvement:

Evaluator: _____

Date: _____

Teacher: _____

Date: _____

EXHIBIT D – 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 E – 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).

PERIOD

Self-contained Class was covered by
_____ teachers today.

1st _____
Signature

2nd _____
Signature

3rd _____
Signature

4th _____
Signature

5th _____
Signature

6th _____
Signature

7th _____
Signature

Approved: Principal _____

Approved: Superintendent _____

EXHIBIT F – MAINTENANCE DEPARTMENT REPAIR OR SPECIAL SERVICE REQUEST

Date: _____

Building _____

Room Number _____

Repair Needed _____

Signed: _____

Date and person receiving this request in Principal's Office:

Date: _____

Received by: _____

Date and person receiving this request in Maintenance Supervisor's Office:

Date: _____

Received by: _____

Principal or Maintenance Supervisor comments (optional)

NOTE: Once this triplicate form is completed by the person making the request, the Principal, and the Maintenance Supervisor's office, the original is to remain with the Maintenance Supervisor's office, the 1st copy is to be promptly returned to the Principal, and the 2nd copy is to be promptly returned to the person making the request.

Revised 1995

EXHIBIT G – 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 is 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 H-1 – SALARY SCHEDULE 2011-2014

**WESTERN BROWN LOCAL SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
0.0%**

YEARS	BACHELOR	+15 HOURS	MASTERS	MASTERS +15	MASTERS +30
0	32721 1.0000	34357 1.0500	35993 1.1000	37629 1.1500	40901 1.2500
1	34036 1.0402	35829 1.0950	37655 1.1508	39481 1.2066	44523 1.3607
2	35352 1.0804	37302 1.1400	39318 1.2016	41333 1.2632	44605 1.3632
3	36667 1.1206	38774 1.1850	40980 1.2524	43185 1.3198	46457 1.4198
4	37983 1.1608	40247 1.2300	42642 1.3032	45037 1.3764	48309 1.4764
5	39298 1.2010	41719 1.2750	44304 1.3540	46889 1.4330	50161 1.5330
6	40613 1.2412	43192 1.3200	45966 1.4048	48742 1.4896	51994 1.5890
7	41929 1.2814	44664 1.3650	47629 1.4556	50593 1.5462	53865 1.6462
8	43244 1.3216	46137 1.4100	49291 1.5064	52445 1.6028	55717 1.7028
9	44559 1.3618	47609 1.4550	50953 1.5572	54297 1.6594	57569 1.7594
10	45875 1.4020	49082 1.5000	52615 1.6080	56149 1.7160	59421 1.8160
11	47190 1.4422	50554 1.5450	54278 1.6588	58001 1.7726	61273 1.8726
12	48506 1.4824	52027 1.5900	55940 1.7096	59853 1.8292	63027 1.9262
13			57602 1.7604	61705 1.8858	64977 1.9858
15	49821 1.5226	53499 1.6350	59264 1.8112	63557 1.9424	67811 2.0724
20	51136 1.5628	54971 1.6800	60927 1.8620	65409 1.9990	69663 2.1290
25	52452 1.6030	56444 1.7250	62589 1.9128	67261 2.0556	71515 2.1856

EXHIBIT I-1 – SUPPLEMENTAL SALARY SCHEDULE 2011-2014

**WESTERN BROWN LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE**

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	5044 1.0000	5195 1.0300	5347 1.0600	5498 1.0900	5649 1.1200	5801 1.1500	5952 1.1800	6103 1.2100
B	4540 0.9000	4691 0.9300	4842 0.9600	4994 0.9900	5145 1.0200	5296 1.0500	5448 1.0800	5599 1.1100
C	4035 0.8000	4187 0.8300	4338 0.8600	4489 0.8900	4640 0.9200	4792 0.9500	4943 0.9800	5094 1.0100
D	3531 0.7000	3682 0.7300	3833 0.7600	3985 0.7900	4136 0.8200	4287 0.8500	4439 0.8800	4590 0.9100
E	3026 0.6000	3178 0.6300	3329 0.6600	3480 0.6900	3632 0.7200	3783 0.7500	3934 0.7800	4086 0.8100
F	2522 0.5000	2673 0.5300	2825 0.5600	2976 0.5900	3127 0.6200	3279 0.6500	3430 0.6800	3581 0.7100
G	2018 0.4000	2169 0.4300	2320 0.4600	2472 0.4900	2623 0.5200	2774 0.5500	2926 0.5800	3077 0.6100
H	1513 0.3000	1665 0.3300	1816 0.3600	1967 0.3900	2118 0.4200	2270 0.4500	2421 0.4800	2572 0.5100
I	1009 0.2000	1160 0.2300	1311 0.2600	1463 0.2900	1614 0.3200	1765 0.3500	1917 0.3800	2068 0.4100
J	750	750	750	750	750	750	750	750

EXHIBIT J – SUPPLEMENTAL POSITIONS

<u>CATEGORIES</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>SEASON</u>
A	Head Varsity Football	HS	Fall
	Head Varsity Basketball (x2)	HS	Winter
	Head Wrestling Coach	HS	Winter
	Choir Extension* (Madrigal included)	HS	Yearly
B	Asst. Varsity Football Coach (x5)	HS	Fall
	Asst. Varsity Basketball Coach (x2)	HS	Winter
	Jr. High Athletic Director (x2) (1-HAMS; 1-MOMS)	ELEM	Yearly
	Strength Coach	HS	Yearly
	Head Varsity Soccer Coach (x2)	HS	Fall
	Head Varsity Volleyball Coach	HS	Fall
	Asst. Wrestling Coach (x2)	HS	Winter
C	Head Varsity Baseball Coach	HS	Spring
	Head Varsity Softball Coach	HS	Spring
	Head Cross Country Coach	HS	Fall
	Head Varsity Track Coach (x2)	HS	Spring
	Asst. Band Director	HS	Yearly
	9 th Grade Basketball Coach (x2)	HS	Winter
D	Original Opera (x4) (2-HAMS; 2-MOMS)	ELEM	Yearly
	Head Varsity Boys Tennis Coach	HS	Spring
	Head Varsity Girls Tennis Coach	HS	Fall
	Head Varsity Golf Coach	HS	Fall
	Head Jr. High Football Coach	MOMS	Fall
	Reserve Volleyball Coach	HS	Fall
	Freshman Volleyball Coach	HS	Fall
	Reserve Girls Soccer Coach	HS	Fall
	Asst. Varsity Softball Coach	HS	Spring
	Asst. Varsity Baseball Coach	HS	Spring
	8 th Grade Basketball Coach (x4) (2-HAMS; 2-MOMS)	ELEM	Winter
	7 th Grade Basketball Coach (x4) (2-HAMS; 2-MOMS)	ELEM	Winter
	Varsity Football Cheerleader Sponsor	HS	Fall
	Varsity Basketball Cheerleader Sponsor	HS	Winter
Jr. High Wrestling Coach	MOMS	Winter	
E	Color Guard	HS	Yearly
	Reserve Basketball Cheerleader Sponsor	HS	Winter
	8 th Grade Volleyball Coach (x2) (1-HAMS; 1-MOMS)	ELEM	Fall
	Jr. High Asst. Football Coach (x3)	MOMS	Fall
	9 th Grade Basketball Cheerleader Sponsor	HS	Winter
7 th Grade Volleyball Coach (x2) (1-HAMS; 1-MOMS)	MS	Fall	

<u>CATEGORIES</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>SEASON</u>
F	Jr. High Track Coach (x4) (2-HAMS; 2-MOMS)	Elem	Spring
	Jr. High Football Cheerleader Sponsor	MOMS	Fall
	Jr. High Basketball Cheerleader Sponsor (x2) (1-HAMS; 1-MOMS)	Elem	Winter
	Dance Team	HS	Winter
G	Jr. High Cross Country Coach (x2) (1-HAMS; 1-MOMS)	Elem	Fall
	Art Extension (x5)* (2-HS; 1-HAMS; 1-MOMS; 1-MOPS)	ALL	Yearly
	Mock Trial Sponsor	HS	Yearly
	Pep Club Sponsor	HS	Yearly
H	Drama Club Sponsor*	HS	Yearly
	Yearbook Sponsor (x4) (1-HS; 1-HAMS; 1-MOMS; 1-MOPS)	ALL	Yearly
	Student Council Sponsor	HS	Yearly
	Jr. Class/Prom Sponsor (x2)	HS	Yearly
	National Honor Society Sponsor	HS	Yearly
I	Academic Team Sponsor	HS	Yearly
	It's Academic Sponsor (x2) (1-HAMS; 1-MOMS)	ELEM	Yearly
	Accompanist	HS	Yearly
	Foreign Language Club Sponsor (x2)*	HS	Yearly
	National Jr. Honor Society Sponsor (x2) (1-HAMS; 1-MOMS)	ELEM	Yearly
	Play Director (x2) (1-HAMS; 1-MOMS)	ELEM	Yearly
	Jr. High Student Council Sponsor (x2) (1-HAMS; 1-MOMS)	ELEM	Yearly
	Science Fair Sponsor (x3) (1-HAMS; 1-MOMS; 1-MOPS)	ELEM	Yearly

***These positions will be assigned to those staff members who teach the corresponding subjects.
They will not be posted.**

EXHIBIT K – HOSPITALIZATION / SURGICAL / MAJOR MEDICAL WAIVER "OPT-OUT"

I, _____, have Hospital / Surgical / Major Medical Insurance with _____ (INSURANCE COMPANY) under the name of _____. The Policy / Contract Number is _____.

IN WITNESS WHEREOF, I have hereunto signed my name this _____ day of _____, 20____, at _____, Ohio.

Signature _____

STATE OF OHIO)
COUNTY OF _____)

Signed before a notary public in and for said County and State.

In testimony whereof, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 20_____.

Notary Public _____

My commission expires _____

EXHIBIT L-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.)

EXHIBIT L-2 – ATHLETIC COACHES EVALUATION FORM

**WESTERN BROWN SCHOOLS
ATHLETIC COACHES EVALUATION FORM**

Name <u>Professional and Personal Relations</u>	School		Position		
	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 M – SICK LEAVE

WESTERN BROWN LOCAL SCHOOL DISTRICT

Name: _____ Date: _____

School: _____ No. of Days Requested: _____

1. Justification for use of sick leave

_____ Personal Illness

_____ Illness, injury or death in employee's immediate family

2. Sick Leave Date(s) Requested _____

3. If the absence was five consecutive days or more, please furnish the following information:

(a) Name of attending physician _____

(b) Address _____

(c) Date(s) of consultation(s) _____

NOTE: Falsification of a statement justifying sick leave payment is grounds for suspension or termination of employment under Sections 3319.081 and 3319.16, Ohio Revised Code.

Employee Date Filed

Principal/Supervisor Date Filed

EXHIBIT N – PARENTAL COMPLAINT FORM

WESTERN BROWN LOCAL SCHOOL DISTRICT

Parent: _____

Date: _____

Student: _____

Grade: _____

Teacher: _____

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.



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

June 24, 2011

State Employment Relations Board
65 E. State St., Suite 1200
Columbus, Ohio 43215-4213

Re: Western Brown Education Association
-AND-
Western Brown Board of Education

STATE EMPLOYMENT
RELATIONS BOARD
2011 JUN 27 P 2: 26

Dear Sirs:

Please be advised that the Western Brown Education Association/ OEA / NEA, and the Western Brown Board of Education have reached a settlement in the above-reference case. Enclosed, you will find the ratified and signed successor agreement, effective July 1, 2011 through June 30, 2014.

Enclosed are two (2) copies of the contract. Please return one copy time-stamped to our office in the enclosed postage-paid envelope.

Thank you for your assistance.

Sincerely,

Jeff Nolasco
Labor Relations Consultant

JN/jjs

Enc: Western Brown Education Association Master Contract

C: Christopher Burrows, Superintendent (w/o encl.)
Mike Chapman, President WBEA (w/o encl.)

