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**PROFESSIONAL AGREEMENT
BETWEEN THE**

**WALNUT TOWNSHIP LOCAL
BOARD OF EDUCATION**

AND THE

**WALNUT TOWNSHIP EDUCATION
ASSOCIATION
OEA-NEA**

July 1, 2017 – June 30, 2020

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ARTICLE I

RECOGNITION

A. RECOGNITION

The Walnut Township Local Board of Education, hereinafter "Board," hereby recognizes the Walnut Township Education Association/OEA/NEA/Central OEA/NEA, Inc., hereinafter the "Association," as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for all professional, non-supervisory, full-time and 0.5 FTE or greater part-time personnel (as certified by the State Employment Relations Board) under contract, employed by the District performing any work currently being performed by bargaining unit members including by way of illustration only but not limited to; classroom teachers (K-12, adult, special, vocational), guidance counselors, librarians, media and program specialists, school social workers, and school nurses, excluding less than 0.5 FTE tutors, aides, and casual, day-to-day substitute teachers working less than sixty (60) consecutive days in the same position.

The Association recognizes that the Superintendent, Assistant Superintendent, and other Administrative Supervisory Personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. The employer recognizes that the Association will include any newly created position unless employment into the position is governed by Section §3319.02 of the Ohio Revised Code.

B. DEFINITIONS

Bargaining unit members shall mean any certificated employee represented by the bargaining unit as defined in A. above.

ARTICLE II

RIGHTS

A. BOARD RIGHTS

Recognition of Board

The Association recognizes the Board as the locally elected body charged by the statutes of the State of Ohio [ORC §4117.08 (C)] with the establishment of policies for public education in the Walnut Township Local School District and as the employer of all certificated personnel of the school system.

The Board of Education retains all rights to manage and control the operations of the school district. The exercise of such power and authority shall be limited only by the express provisions of this agreement and only to the extent that such limitation may lawfully be included in this collective bargaining agreement. These rights include the right to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

B. ASSOCIATION RIGHTS

The Association shall have the exclusive organizational rights listed in this Article.

1. a. **Information Concerning Board Meetings**

Prior to each regular or special Board meeting, the Board shall provide the Association with a copy of the Board agenda, and any other information deemed appropriate by the Superintendent.

b. **Notice of Board Meeting**

The Board shall give the Association advance notice via email of all regular and special Board meetings.

c. **Board Meeting Participants**

The Board shall allow an Association representative a reasonable period of time according to the Board President to speak during the time reserved for the Communications and Interviews section of the Board Agenda at regular Board meetings.

2. **Directory Information**

By October 1 of each school year, the Board shall provide the Association with a directory of the names, addresses, telephone numbers, and building assignments for all bargaining unit employees. The regular district personnel directory shall meet this requirement. Prior to the first day of school, the Board will provide the Association with the names, addresses, and phone numbers of new teachers.

3. **Dissemination of Information**

The Association will be allowed to post notices of activities and meetings on bulletin boards with one (1) in the elementary school and one (1) in the high school (staff lounge and workrooms). The Association may use the District inter-school mail service, employee mail boxes, computers, telephones and other technological applications for communication to bargaining unit members. Delivery of Association mail will be an internal Association responsibility in each school building.

The Association will be allowed to use the P. A. system for reminder notices for time, date, and location of Association activities and meetings. All announcements will be submitted to the building principal and announced according to normal announcement procedures.

4. **General Teachers Meetings**

The Board shall allow an Association representative(s) to address teachers for up to sixty (60) minutes during the general teachers' meeting at the beginning of the school year and will be included on the agenda for new teachers' orientation meeting.

5. **Use of School Building, Facilities, and Equipment**

- a. Upon completion of the building usage procedure and approval by the Superintendent, the Association shall be allowed to use the school buildings, facilities, and equipment for meetings.
- b. The Association shall have the right to use the school buildings for Association meetings before or after the teacher work day provided that such use does not conflict with normal school operation and school related activities.
- c. The Association will give the building principal reasonable advance notice of its desire to use a particular building for a meeting so that provisions may be made for appropriate custodial or security service.
- d. The Board will charge the Association only for custodial overtime costs, if any, incurred as a result of Association meetings.
- e. The Association may use school telephones, copiers, audio-visual equipment, computers and other technological applications, provided they are not being used or are not required for any school business or activity.
- f. The Association may pay for the reasonable cost of all materials and supplies incident to such use. Should any equipment and/or facilities owned by the District be damaged or lost through negligence or abuse by the Association, the Association may be assessed a reasonable repair and/or replacement fee.

6. **Transaction of Association Business**

Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before, after, or during the regular school day; provided, however, that no such business shall be transacted on any class time or assigned duty time, nor shall such Association business in any way interfere with scheduled student-teacher, parent-teacher, or administrator-teacher conferences or other school functions or activities. All visitors, including Association representatives, must report to the building office before transacting such business and sign in.

7. **Released Time for Association Representatives**

The Association representatives may use his/her daily planning period for Association business. In addition, the WTEA president or his/her designee will be released from duty without loss of pay to attend official meetings of the National Education Association, Ohio Education Association, and Central OEA/NEA, Inc. Such release time shall be limited to a maximum of four (4) days paid release time per contract year total. Other unpaid leave may also be granted by the Superintendent.

8. **Labor Management Committee**

The Superintendent and/or the Association President may call a meeting at a mutually agreeable time to deal with issues of concern. Superintendent The Labor Management Committee will be comprised of the Superintendent, local Association President, and other persons either party deems appropriate.

Upon mutual agreement, one (1) day of training with release time for the members of the Labor Management Committee (LMC) under the auspices of the Federal Mediation and Conciliation Service (FMCS) shall be arranged pending the schedule of the federal mediator and the availability of substitute teachers.

The Labor Management Committee will try to resolve any issue before it becomes a major concern. The Superintendent and Association President will consult at least once each quarter to determine if a meeting is necessary.

9. **Fair Share**

- a. Pursuant to Section §4117.09 of the Ohio Revised Code, each member of the bargaining unit, as defined in Article I of this Agreement, who is not a member of the Association, by the thirtieth (30th) calendar day after his/her initial employment, shall have a fair share fee, payable to the Association, deducted from his/her paycheck divided into equal installments over the remaining periods beginning with the first pay period after January 15th. Unit members hired after the beginning of the school year shall have fair share fee deductions commence the first pay date on or after sixty (60) days of employment as a bargaining unit member or January 15th, whichever is later.
- b. The Association shall keep the Board's Treasurer apprised of which members of the bargaining unit are not members of the Association, and of the total amount of the fair share fee to be deducted from each.
- c. If a unit member's employment ends or if he/she assumes unpaid status with the Board before all the deductions have been made, the unpaid balance shall be deducted from his/her final pay check to assumption of unpaid status. Following completion of each deduction, the Board's Treasurer shall remit the amount which was deducted to the Treasurer of

the Association by check, payable to the "Walnut Township Education Association." Each such check shall be accompanied by a list of bargaining unit members from whose pay deductions were made and the amount deducted from the pay of each such unit member.

- d. It shall be the responsibility of the Association to prescribe and provide an internal procedure to determine the amount of, and to effect the payment of, any rebate for fee payers. Such process of determination, the amount determined, and the execution of any rebate procedure shall be in compliance with the provisions of Section §4117.09 of the Ohio Revised Code and all other applicable state and federal law and of regulations having the authority of law.

C. INDIVIDUAL RIGHTS

1. Neither the Board nor the Association shall discriminate against bargaining unit personnel on the basis of race, color, age, creed, national origin, sex, religion, handicap, sexual orientation or for the exercise of rights protected by the Constitution of the United States and the laws of the State of Ohio.
2. The provision of this Agreement shall be applied uniformly to all teaching employees without regard to race, color, age, handicap, religious creed, sex, sexual orientation or national origin.
3. The private life of a teacher is not within the appropriate concern or attention of the Board except as it may directly or indirectly prevent the teacher from properly performing his/her assigned functions during the work day.
4. Bargaining unit members, administrators, and board members shall treat each other with professionalism and respect at all times including on social media.

ARTICLE III

NEGOTIATIONS PROCEDURE

- A. Negotiations for a successor agreement shall be as otherwise noted herein.
- B. Negotiations for a successor agreement shall be opened ninety (90) to one hundred twenty (120) days before the expiration date of the current agreement.
- C. At the initial session, the parties shall exchange their detailed written proposals. No new items shall be submitted thereafter except upon mutual agreement of the teams.
- D. Before each negotiation session officially adjourns, the agenda, time, and place for the next session shall be mutually agreed upon by the chief negotiators.
- E. When negotiations are conducted during regular school hours, released time shall be provided for the Union's negotiations committee and President.

- F. There shall be six (6) signed copies of the final agreement. One (1) copy shall be retained by the Board, one (1) by the Association, one (1) shall be submitted to the State Employment Relations Board, one (1) to the WTEA President, one (1) to the Elementary Building Representative and one (1) to the High School Building Representative. Each bargaining unit member will have access to an electronic copy of the current contract at the WTEA opening meeting in the fall.
- G. Forty-five (45) days prior to the expiration of the current agreement, if the parties have items as yet unresolved, the parties shall jointly request the services of the Federal Mediation and Conciliation Service. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. This provision shall constitute a modified impasse procedure to supersede ORC 4117.
- H. Mediation will continue until agreement is reached or until the Association exercises its right to strike upon expiration of the contract by serving the Board and the SERB with notice of its intent to do so ten (10) days prior to such action.
- I. The Association shall hold a ratification vote within ten (10) days of Tentative Agreement and the Board of Education shall hold a ratification vote within fifteen (15) days of Tentative Agreement.
- J. If during the life of this Agreement, bargaining for any reason is deemed necessary by the Board or the Association; the parties shall meet and bargain if mutually agreed in writing. If the parties are unable to reach agreement on any issue discussed during in-term bargaining within fifteen (15) days of the first bargaining session, impasse will be declared and the services of the Federal Mediation and Conciliation Services (FMCS) will be sought pursuant to Article III, Section G.
- K. The parties agree that any or all of the procedures contained in this Article may be amended at any time by written mutual agreement. Additionally, the parties may utilize Interest-Based Bargaining or other alternative methods in lieu of traditional bargaining upon mutual agreement.
- L. The Board and the Association shall equally split all costs related to the printing of the agreement.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITIONS

- 1. "Association" shall mean the Walnut Township Education Association.
- 2. "Administration" shall mean the Superintendent and Principals.
- 3. "Board of Education" and "Board" shall mean the Walnut Township Local Board of Education.

4. "Days" shall mean work days as determined by Article VII (F). In cases where a grievance filing would delay the timely processing until the following school year, the grievance may be processed during the summer by mutual agreement, considering the schedule of the grievant, Association representative and Administrator(s).
5. "Grievance" shall mean a complaint involving the alleged violation, misrepresentation, or misapplication of the written provisions of the negotiated agreement between the Association and the Board of Education.
6. "Grievant" shall mean a teacher(s) or the Association initiating a claim. No grievance will be filed without the advance knowledge of the affected unit members.
7. "Immediate Supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant.
8. "Teacher" shall mean a member of the bargaining unit.

B. RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

1. A grievant may be accompanied at all times and at all steps of the grievance procedure by a representative of the Association.
2. The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances.
3. All parties agree that the grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.

C. BOARD RIGHTS

1. Any Administrator or Board of Education member required or permitted to conduct a hearing under this Article may be represented at such a hearing.
2. Notice mailed, hand-delivered or emailed to the Association President shall be deemed notice to the Association for all purposes under this agreement.

D. TIME LIMITS

1. In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort will be made to expedite the procedures; however, the time limits may be extended in writing by mutual agreement of both parties. Absence of a party-in-interest will automatically provide a five (5) day extension.
2. If the grievant does not file a grievance in writing within twenty (20) working days of the occurrence of the act or condition on which the grievance is based, or

the time from which the act or occurrence could reasonably be known, then the grievance shall be considered waived.

3. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
4. All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested. The bargaining agent shall receive copies of all notices.
5. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and equal opportunity for all persons entitled to be present to attend, exclusive of during the school day, other than the arbitration step which will be held at the time determined by the arbitrator.

E. INFORMAL PROCEDURE

Prior to initiating a grievance through the formal procedures contained in this agreement, the person or the Association claiming to have been aggrieved shall first meet and confer with the administrator whose actions gave rise to the alleged grievance. Such meeting will be held for the purpose of attempting to resolve the grievance at the lowest possible level. The grievant may be accompanied by an Association representative. In the event that a grievance is initiated at Step One without such meeting first having been held, the grievance will indicate that no such meeting was held and the reasons for not being held.

F. FORMAL PROCEDURE

1. **Step One:** If the grievance is not resolved by the informal procedure, or if the grievant elects not to use the informal procedure, it may be pursued further by submitting a completed Grievance Report Form (See Appendix). A copy of this form shall be submitted by the grievant to the immediate supervisor. Within five (5) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant and his/her Association representative. The immediate supervisor shall write a disposition of the grievance within five (5) days after such meeting by completing Step One of the Grievance Report Form and returning a copy to the grievant, Association, and the Superintendent.
2. **Step Two A:** If the grievant is not satisfied with the disposition of the grievance in Step One, the grievant shall complete the Grievance Report Form, Step Two, and submit same to the Superintendent within ten (10) days of the receipt of its disposition at Step One. Within ten (10) school days of receipt of the grievance form, the Superintendent shall meet with the grievant and his/her Association representative. Within five (5) days of the meeting, the Superintendent shall write his/her disposition of the grievance by completing his/her portion of Step Two, forward a copy to the grievant, the Association, and the immediate supervisor.

3. **Step Two B:** The Superintendent or the Association has the option of initiating a Board level hearing for any grievance he/she deems appropriate. The hearing shall be held within ten (10) days after receiving the Superintendent's disposition of the grievance. A written decision will be forwarded to the grievant, the Association, and the Superintendent within five (5) days.
4. **Step Three:** If the grievant and the Association are not satisfied with the disposition of the grievance at Step Two-A or Step Two-B, the Association and the Board may, within ten (10) days from the receipt of the Step Two answer jointly submit a request to the Federal Mediation and Conciliation Service (FMCS) for a mediator to assist the parties. If the mediation is requested, it shall be conducted prior to the selection of an arbitrator and all time limits for selection of the arbitrator and conduct of arbitration proceedings will be stayed until the termination or completion of the mediation proceedings.

A mediator shall have the authority to hold mediation sessions and to confer with any person deemed necessary to resolve the grievance. The function of the mediator shall be to offer suggestions, ideas, concepts, impressions, etc., for the purpose of moving both parties to a negotiated settlement of the grievance.

After a good faith effort to resolve the grievance through mediation, either party may terminate mediation.

5. **Step Four:** If the grievant is not satisfied with the disposition of the grievance at Step Two-A or Step Two-B, the grievant, with the concurrence of the Association, may, within ten (10) days from the receipt of the Step Two answer, request a hearing before an arbitrator by completing Grievance Report Form, found in Step Three.

The grievant's request for arbitration shall be by certified mail with return receipt requested to the Superintendent. The grievant's designated representative shall petition the American Arbitration Association to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the voluntary rules of the American Arbitration Association. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding on the Board, the Association, and the grievant. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Collective Bargaining Contract nor add to, detract from, or modify the language therein. For non-renewal or termination, the professional judgment of the administrator shall not be subject to the arbitrator's decision in regards to evaluation content. All expenses for the arbitrator shall be shared equally by the Board and the Association.

A grievance may be withdrawn at any level without prejudice or record. At all levels, both formal and informal, the individual party (grievant, Association, Administration/ Board) shall be responsible for any representation cost.

ARTICLE V

LEAVES

A. GENERAL

Individuals on any approved unpaid leave may continue any and all of their group benefits for the duration of said leave providing they reimburse the Board for premium costs at the beginning of each month. This will be at no cost to the Board.

Should a bargaining unit member deem it necessary to request that an approved leave of absence be adjusted, the member should make such request to the Superintendent prior to the expiration of the leave. If a vacancy exists and upon approval of the Board, the employee will be allowed to return to work in the same position, if open, or for a position for which the member is certified.

Any member of the bargaining unit may be required to submit to an independent medical or psychological examination by a physician designated by the Board for the purpose of verifying any condition of illness or disability in connection with any leave request based on the illness or disability of the member upon return from leave. Any such examination will be conducted at the expense of the Board. Any member of the bargaining unit returning from disability leave or sick leave consisting of more than ten (10) consecutive days may be required to provide evidence of ability to return to duty.

All leaves are unpaid unless expressly designated as paid leaves in Article V. Unless otherwise provided, all leaves will be requested by written request submitted not less than forty-eight (48) hours in advance of the commencement of the leave, except in cases of emergency and/or special consideration.

Any member whose leave extends through the end of the school year must provide written notice to the Superintendent of his/her intent to return to work the following school year by July 10th. If the member does not provide written notice of his/her intent to return to school the following year, it will be assumed that he/she does not intend to return and his/her position will be filled.

B. SICK LEAVE

1. Unit members shall be granted sick leave at the rate of one and one-fourth (1 ¼) days per month in accordance with Ohio law.
2. Sick leave shall be cumulative from year to year and shall accrue to an aggregate of two hundred twenty (220) days.

3. Unit members may be advanced the balance of sick leave days they would earn during that contract year if requested, provided that all accumulated sick leave has been exhausted.
4. In all cases where an advancement of sick leave days has been granted, a deduction for all unearned sick leave days used shall be made from the final pay of the individual for that contract year. Receipt of payment for sick leave not earned under the law, followed by failure to complete contractual obligations, shall result in a financial obligation to reimburse the Board of Education for any such overpayment.
5. A unit member whose sick leave and personal leave has been exhausted may receive additional sick leave days from other unit members who agree in writing to have such days deducted from their own accumulated sick leave and transferred to that unit member's account. The unit member shall notify the Treasurer in writing that they would like to request sick leave days from the sick leave bank. The Treasurer will solicit forms to staff for donation of days (Form C). The employee requesting a donation of sick leave cannot be given more than twenty (20) days in a contract year. Donated sick leave may not be used to delay the commencement of disability leave.
 - a. The Executive Committee of WTEA, along with the Treasurer of Walnut Township Schools, with one vote per member, will serve as the governing body to assure equitable treatment of all employees.
 - b. In no case shall this plan prevent or prolong a unit member's application for going on disability retirement.
 - c. The employee must use all personal leave and the statutory five days from Section 3319.141 of the Ohio Revised Code before receiving days from the sick leave donations.
 - d. After the exhaustion of the original sick leave donations, employees may reapply for additional days, however if none are given then days must be taken without pay.
 - e. Certified staff can only donate to other members of the certified classification of employees.
6. Sick leave may be used for:
 - a. **Personal Illness or Injury**
Leave (deducted from sick leave) may be allowed for illness, injury, exposure to a contagious disease which could be communicated to others, incapacitation due to physical and mental condition, doctor's appointments, and pregnancy disability.

For the purpose of this provision, disability is the period during which the bargaining unit member is not physically and/or mentally capable of performing all duties and functions of his/her position. The beginning date of disability and the termination of disability shall be established by written statement of the bargaining unit member's doctor. Examination and certification of continuing disability by a licensed physician of the Board's choosing may be required by the Superintendent, at Board expense, upon written notice to the bargaining unit member.

b. **Family Illness or Injury**

Leave (deductible from sick leave) each year may be allowed for illness or doctor's appointments in the teacher's family. Family shall be those residing under the same roof, blood or marital relatives, or others who are the responsibility of the teacher. Blood or marital relatives need not live with the teacher.

c. **Death in the Family**

A unit member shall be allowed to utilize sick leave credit for death in the employee's family. Such leave (deductible from sick leave) each year with full pay may be allowed for death in the teacher's family. Family shall be those residing under the same roof, blood or marital relatives, or others who are the responsibility of the teacher. Blood or marital relatives need not live with the teacher. Approval for use of sick leave due to death outside of the employee's family shall be requested of the Superintendent.

d. **Adoption Leave**

A unit member shall be allowed to utilize up to fifteen (15) days sick leave credit for the purposes of the member's adoption of a child. The leave must be taken immediately prior to or following adoption.

7. Deduction of sick leave use will be in whole or half days. Deduction of sick leave shall not be made for those days when schools are closed.
8. Use and accrual of sick leave days shall be reported on each pay stub issued a bargaining unit member.
9. Nothing in this Article precludes the unit member and the appropriate administrator from mutually agreeing to release time for meetings, doctor appointments, dentist appointments, etc., in small blocks of time (e.g., 1 hr., 1½ hr., ½ hr., etc.). This time will not be deducted from sick leave.

C. BEREAVEMENT LEAVE

Any bargaining unit member is entitled to three (3) days per contract year. Once the three (3) days have been exhausted, additional days may be approved by the Superintendent and will be deducted from sick leave.

D. PERSONAL LEAVE

1. All full-time bargaining unit employees shall be entitled to three (3) unrestricted days of personal leave in any school year, without loss of pay. Personal leave must be used prior to May 1st of each school year; however, true emergencies and family obligations which could not have been scheduled prior to May 1st will receive reasonable consideration.
2. All personal leave granted under the provisions of this policy will be either for one (1) full day or one-half (½) day.
3. Personal leave shall not be used for absences which are covered by another type of paid leave. Upon exhaustion of sick leave balance to zero, personal leave may be used.
4. Personal leave for employees who work on a part-time schedule shall be equal to the number of hours in their regular daily schedule. (i.e., an employee who regularly works three (3) hours per day may receive nine (9) hours per year.
5. Personal leave shall be limited to no more than two (2) teachers per building on any one (1) day. Personal leave shall not normally be granted on the day of opening teacher meetings, the first five (5) work days and the last five (5) work days of the school year, on the school day immediately preceding or following a day when school is closed for holidays or scheduled vacation periods, or on teacher work days, staff development days, or parent-teacher conference days, except in cases of emergency or request of special consideration as determined by the Superintendent.

Requests for personal leave in each building will be date and time stamped and signed by the principal. The first two (2) requests for any day per building will be granted leave by the Superintendent.

6. Requests for personal leave should be submitted to the building principal on the proper form at least forty-eight (48) hours in advance of the requested leave except in case of emergency. In cases of emergency, the employee shall notify his building principal as soon as possible that he will not be in attendance. It is also the responsibility of the employee to document his use of personal leave immediately following the emergency use.
7. At the end of each fiscal year each member's unused personal leave days shall be added to the member's sick leave accumulation.

8. If a member is going to be docked due to absences exceeding personal days, they will meet with the Treasurer on a case by case basis to determine how dock will be deducted from their pay.

E. PROFESSIONAL LEAVE

Professional leave days will be allowed teachers for professional meetings and visits to other schools at the discretion of the Superintendent. Such requests shall be in writing, using the appropriate form, at least three (3) days prior to the proposed leave day(s). The determination shall be based upon the professional growth needs of the teacher, contributions to the development of the profession, and the value to the school district. Such leave is also subject to budget controls (as will be the reimbursement for expenses while on such leave) and the availability of an appropriate substitute if needed.

Necessary meals, excluding gratuities, not covered by a conference registration, while on short-term, paid professional leave shall be reimbursed up to the following maximums:

Breakfast	\$5.00
Lunch	\$10.00
Dinner	\$15.00

F. SABBATICAL LEAVE

Sabbatical leave of absence for study and research shall be granted by the Board to full-time, annually contracted teachers under the following conditions:

1. In order to apply for sabbatical leave, the teacher must be properly certificated in his/her area of instruction, and must have completed five (5) consecutive years of regular employment in the Walnut Township Local School District immediately prior to application.
2. Each year up to two members of the eligible teaching staff may be granted such sabbatical leave of absence.
3. The applicant must not have been granted a sabbatical leave of absence from the Walnut Township Local School District during the seven (7) consecutive years of service immediately preceding current application.
4. The applicant must sign an agreement to return to service in the Walnut Township Local School District immediately upon termination of the sabbatical leave and continue in such service for a period of two (2) years, or to refund all of the compensation received from the Walnut Township Local School District during the sabbatical leave of absence.
5. All provisions of the Ohio Revised Code, Section §3319.131, shall be adhered to by all parties except as further provided under Sabbatical leave in this Professional Agreement.

If the substitute (replacement) teacher's pay is less than the pay of the regular teacher who is on leave, the teacher on leave shall receive one half (1/2) the difference.

6. Application for sabbatical leave shall be made in writing to the Superintendent not later than March 15 or October 15, preceding the school semester within which the leave is desired. The application shall include an acceptable plan for spending the leave in a manner of study and research calculated to contribute to the professional effectiveness of the applicant as a teacher and to the best interests of the school system.
7. A teacher on sabbatical leave shall not render teaching service for compensation in another educational institution, provided, however, that this shall not preclude the acceptance of a fellowship or other assistance in research.
8. Upon completion of sabbatical leave, the teacher shall file within sixty (60) days with the Superintendent a written report of his/her educational pursuits while on sabbatical leave.
9. The teacher returning from sabbatical leave shall be placed on the salary schedule reflecting earned credits and with no loss of longevity steps due to the leave.
10. The teacher returning from sabbatical leave shall be placed in a teaching position comparable to the one held prior to going on leave.
11. A teacher on sabbatical may receive all Board group insurance benefits during the duration of the sabbatical at the employee's expense. The employee shall make the appropriate payment to the Board Treasurer on the first of each month.

G. MANDATORY COURT APPEARANCES AND JURY SERVICE

The Board will grant leave with pay to those members of the bargaining unit in the case of jury duty. If on jury duty, pay for days of such absences shall be based on the difference between the employee's regular compensation and the remuneration received for serving as a juror, exclusive of mileage paid by the court. The Board will also grant leave with pay to those members of the bargaining unit when subpoenaed or required to make a court appearance (other than for personal criminal prosecution) for Walnut Township Local School related matters provided that the bargaining unit member's court appearance is not in connection with a matter adverse to the position of the Board.

H. MATERNITY/PATERNITY/CHILDCARE/ADOPTION LEAVE

1. A bargaining unit member has the right to apply for an unpaid leave of absence for the purpose of maternity/paternity/child care/or adoption. Except that during the period of maternity disability, the bargaining unit member is entitled to use sick leave.

2. A bargaining unit member requesting unpaid leave for maternity/paternity/child care/or adoption may apply for such leave with sixty (60) days' notice, or as early as possible, to the Superintendent of the proposed commencement of such leave. Such notification may be amended as circumstances warrant.
3. Such unpaid leave may be renewable, by semester, for up to four (4) semesters, at the bargaining unit member's option and upon the Superintendent's approval. An employee must specify, to the Superintendent, the date they are returning to work (provided a long term substitute has not been hired to replace the teacher on leave) and provide a note from a physician indicating they are physically and/or mentally capable of performing the necessary duties and functions of his/her position.
4. During such leave, the bargaining unit member shall have the option to continue any/all benefits at the group rate, provided appropriate payment is made by the employee to the Board Treasurer on the first of each month.

I. UNPAID DISABILITY LEAVE OF ABSENCE

Upon the receipt of a written request documented with a physician's statement from a bargaining unit member, the Board of Education may grant an unpaid disability leave of absence for a period of not more than one (1) school year or for a remainder of the current school year. However, such leave may be renewable from year to year upon annual resubmission of a written leave request accompanied by a physician's certification of the continuing disability.

For the purpose of this policy, disability is the period during which the employee is not physically and/or mentally capable of performing the necessary duties and functions of his/her position. The beginning date of disability and the termination of disability shall be established by written statement of the employee's doctor.

Examination and certification of the continuing disability by a licensed physician chosen by the Board may be required by the Superintendent, at Board expense, upon written notice to the bargaining unit member.

Upon the return to service of the employee at the expiration of the leave of absence, the employee shall resume the contract status which the employee held prior to such leave.

The employee shall not earn pay or sick leave during the period of disability leave of absence.

The employee may receive all Board group insurance benefits during the duration of the disability leave of absence at the employee's expense. The employee shall make the appropriate payment to the Board Treasurer on the first of each month.

J. MILITARY LEAVE

Teachers shall be granted military leave in compliance with Ohio Revised Code Sections §3319.14 and 5923.05.

K. ASSAULT LEAVE

In case of an assault on a teacher, arising out of and in the course of the teacher's employment whether or not on or off school property, including co-curricular activities, which results in the teacher's being disabled from performing teaching duties for which the teacher is qualified, the Board shall grant, without charge to sick leave, the first twenty-five (25) days of absence. Thereafter, sick leave shall be used until the teacher's sick leave accumulation is reduced to thirty (30) days, whereupon the Board shall then advance to the teacher up to thirty (30) days as needed of special assault leave not chargeable to any future sick leave accumulation. The Board may require an examination and certificate from a licensed physician chosen and paid by the Board that the teacher is disabled from performance of teaching duties and the nature and duration of such disability. If the twenty-five (25) days assault leave is exhausted before the teacher is able to return to regularly assigned duties, the teacher's sick leave shall then be utilized.

ARTICLE VI

JOB SECURITY - TEACHING CONTRACTS

A. SEQUENCE OF LIMITED CONTRACTS

1. Limited contracts, issued to all bargaining unit members who do not qualify for and who do not hold a continuing contract, shall be, upon the recommendation of the Superintendent for reemployment, as follows:
 - a. The initial limited contract offered to bargaining unit members new to the Walnut Township Schools (except teachers hired to fill vacancies occurring during the school year or as substitute teachers) shall be for a term of one (1) school year. Teachers hired during the school year to fill vacancies shall be offered contracts for the remainder of that school year.
 - b. Upon completion of the first contract of employment in the Walnut Township Schools, such teacher, if re-employed, shall receive a second limited contract for a term of one (1) year.
 - c. Upon completion of the second contract of employment in the Walnut Township Schools, such teacher, if re-employed, shall receive a third limited contract for a term of one (1) year.
 - d. Upon completion of the third consecutive one (1) year limited contract of employment in the Walnut Township Schools, such teacher, if re-employed, shall receive a limited contract for a term of three (3) years.

- e. Upon completion of the first three (3) year limited contract of employment in the Walnut Township Schools, such teacher, if re-employed, shall receive a limited contract for a term of five (5) years.
- f. Each subsequent limited contract such teacher receives, if re-employed, shall be for a term of five (5) years.
- g. The Board may interrupt the above sequence upon the recommendation of the Superintendent resulting from the evaluation procedure and grant not more than two (2) successive one (1) year probationary contracts. In granting a probationary contract, the following procedure will be utilized:

The Superintendent/designee will notify the unit member of written reasons directed at such improvements. The Board will notify the unit member by June 1 of its action on the Superintendent's recommendation.
- h. It is agreed that probationary contracts will be for only one (1) year in length. The Superintendent reserves the right to recommend a subsequent probationary one (1) year contract.
- i. Upon correction of the identified deficiencies the bargaining unit member shall be returned to the limited contract sequence that was interrupted.

B. NON-RENEWAL OF LIMITED CONTRACTS

The below stated procedures relative to non-renewal of limited contracts shall prevail. Just cause applies at the beginning of the fourth (4th) contract.

1. The Superintendent shall, on or before June 1, deliver to the teacher, a written notification that the intent of the Superintendent is to recommend to the Board of Education that the teacher will not be re-employed at the expiration date of the limited contract. Reasons for the decision to non-renew must be stated in the letter, and must be supported by evidence contained in the teacher's evaluation file. The evaluation file shall be open for the inspection of the teacher and/or his/her designated representative at all times.
2. In the event that the teacher desires a hearing before the Board, the teacher shall deliver, or cause to be delivered, an original copy of the request to the President of the Board and copies to the Treasurer of the Board and Superintendent.
3. The Board shall honor a request for the specified hearing. A hearing date shall be scheduled within ten (10) days after the receipt of the request. The Board shall notify the teacher in writing of the date, time, and place.
4. The hearing shall be of a private nature and shall be conducted in executive session of the Board.

5. The teacher shall have the right to be accompanied and to be represented by a representative at the hearing.
6. If the Board overrules the recommendation of the Superintendent for renewal, written reasons must be given for the non-renewal by the Board.
7. Notwithstanding the provisions of Ohio Revised Code 3319.11 and 3319.111 or the foregoing requirements, the Board and the Association have agreed that the sole requirement for the non-renewal of any of the initial three (3) limited contracts with the District shall be non-renewal by action of the Board and written notice to the teacher not later than June 1 of the year of contract expiration. Any teacher whose limited employment contract is non-renewed within that period of time shall not be entitled to a written statement of reasons, a post non-renewal hearing before the Board, grievance or any other process of any kind.
8. Any decisions for non-renewal must be based on just cause.

C. CONTINUING CONTRACT

1. Continuing contracts are governed by Section §3319.11 of the Ohio Revised Code and will be awarded in accordance with that section of the law.
2. The Board shall adhere to the laws of the State of Ohio in regard to continuing contracts and teacher tenure.

D. INABILITY TO CONDUCT EVALUATION

A teacher who is unavailable for evaluation due to a leave of absence or extended sick leave in the year of contract expiration shall be awarded a one (1) year limited contract for the subsequent year, regardless of eligibility for any other contract unless mutually agreed otherwise.

E. CONTRARY TO LAW

The parties expressly intend that any provisions of this article which are contrary to the laws of the State of Ohio as presently enacted or which may be enacted or amended during the term of this contract shall be superseded by this Article.

F. REDUCTION IN FORCE

When the Board determines that staff reductions shall occur, it may effectuate such reductions by means of a reduction in force. As used in this Article, "reduction in force" means the suspension of contracts in the affected teaching fields as set forth in Ohio Revised Code Section 3319.17 and this Article. "Reduction in force," as used herein, does not refer to or include contract non-renewals as set forth in Ohio Revised Code Section 3319.11.

Reduction in force shall be in accordance with the provisions of Ohio Revised Code Section 3319.17 and shall be for one or more of the following reasons:

1. A decline in enrollment;
2. A return to duty of a unit member from leave of absence;
3. The suspension of schools;
4. Territorial changes affecting the District;
5. Financial reasons.

a. **SENIORITY LIST**

All unit members shall be placed on a seniority list in their areas of certification, subject to the following rules. Unit members shall be placed on all lists for which they are certified (temporary certifications excluded). "Seniority" shall be defined in the following manner:

1. All unit members on continuing contracts have seniority over unit members on limited contracts.
2. Otherwise, seniority is determined by the length of continuous service in the Walnut Township Local School District. Among those with the same length of continuous service, seniority shall be determined by:
 - a. the date of the Board meeting at which the unit member was hired, and then by,
 - b. the date on which the unit member submitted a completed job application.
3. Length of continuous service will not be interrupted or affected by authorized leaves of absence.
4. The continuous service of a unit member who has returned to employment following a resignation, reduction in force, or contract termination will be measured from the date of return unless the return occurs in the school year immediately following or returning from RIF, in which case the unit member's service will be considered to be uninterrupted. Substitute teaching for less than one hundred twenty (120) days in a school year, does not constitute a "return" within the meaning of this Article.

Retired/re-hired teachers will not accrue seniority.

b. **ATTRITION**

The Board will attempt to keep the number of persons affected by a reduction in force to a minimum by not employing replacements for

employees who retire, resign, succumb to death, or whose limited contracts are not renewed as per Ohio Revised Code Section 3319.11.

c. **SUSPENSION OF CONTRACTS**

Reductions not achieved through attrition may be made by the suspension of contracts.

REDUCTION IN FORCE

When the Board determines that it shall implement a reduction in force, the following shall apply:

Before implementing a reduction in force, the Board shall give written notice to the Association, through its President, of its intent to affect a reduction in force. The Association shall be given the opportunity to address the Board in an open meeting during the next regularly scheduled meeting for the purpose of presenting, both orally and in writing, its views on the proposed reduction in force.

The Board shall proceed to suspend contracts in accordance with the recommendations of the Superintendent. Affected unit members shall be given written notice thirty (30) days prior to Board action of the Board's intent to suspend the contract or no later than May 15th. Within each area of certification affected by the reduction in force, contracts shall be suspended pursuant to the recommendations of the Superintendent who shall give preference to those unit members who have been rated higher on their summative evaluations and, within each rating, to those unit members who have continuing contracts. For unit members who have comparable summative evaluations, preference shall be given based on seniority.

Comparable evaluations shall be defined as follows:

- a. Unit members shall be placed in one (1) of three (3) groups for the purpose of a reduction in force, as described below. These groups shall be called "Group One," "Group Two," and "Group Three." Members within each group shall be deemed "comparable," except that members under continuing contracts shall be given preference over all members under limited contracts within the same Group.
 - i. Group One shall be comprised of all members who were rated "Ineffective" on their final summative evaluation using the calculation set forth below;
 - ii. Group Two shall be comprised of all members who were rated "Developing" on their final summative evaluation using the calculation set forth below; and

- iii. Group Three shall be comprised of all members who were rated “Skilled” or “Accomplished” on their final summative evaluation using the calculation set forth below.
- b. Any reduction in force shall begin with members in Group One, followed by Group Two, and finally, Group Three.
- c. Teachers shall be placed in the three groups based upon an average of the three (3) most recent final summative evaluation ratings calculated as follows:
 - i. Ratings of Accomplished shall equal four (4) points;
 - ii. Ratings of Skilled shall equal three (3) points;
 - iii. Ratings of Developing shall equal two (2) points;
 - iv. Ratings of Ineffective shall equal one (1) point.
- d. The sum of teachers’ most recent three (3) years’ final summative evaluation ratings shall be added together, divided by three (3), and rounded to the nearest whole number to find the “average” rating. The teacher shall then be placed in the appropriate Group based on his/her average rating. For example, a teacher rated Developing, Skilled, and Skilled in the most recent three (3) years would be placed in Group Three ($2+3+3 = 8 / 3 = 2.666$ which is rounded to 3 = Skilled).
- e. Experienced teachers new to the District shall have their final summative evaluation ratings from their prior district used in the calculation. First and second year teachers shall have their evaluation ratings averaged. Third year teachers shall have their two (2) years’ scores from their final rating averaged for placement in the appropriate Group.
- f. Teachers rated Accomplished and who are evaluated once every three (3) years shall be deemed to be Accomplished (i.e., shall receive 4 points) for the years in which they are not formally evaluated. Teachers rated Skilled and who are evaluated once every three (3) years shall be deemed to be Skilled (i.e., shall receive 3 points) for the years in which they are not formally evaluated.
- g. During implementation of a RIF, no reassignment or transfer shall occur that will cause a more senior unit member to be laid off before a less senior unit member.
- h. Unit members placed on the RIF list may continue with the District’s group insurance policies for the full length of time on the RIF list notifying the Treasurer, in writing, prior to the receipt of their last

paycheck, and by paying the full premium on those policies they wish to keep in force, provided that such is consistent with COBRA.

Reduction in force shall be implemented at the end of a work year only.

A unit member who is certified in multiple areas and whose contract has been suspended may elect to replace or "bump" another unit member with a lower final summative evaluation rating in an area of certification unaffected by the RIF, or if the other unit member in an unaffected area of certification has a comparable final summative evaluation rating, he/she may be bumped if he/she has less seniority. The unit member "bumped" must have the lowest final summative evaluation rating and be the least senior unit member in the unaffected area of certification.

Unit members whose contracts have been suspended shall be placed on a Reduction in Force (RIF) list. Unit members employed under continuing contracts at the time of contract suspension may remain on the RIF list for a period of five (5) years. Unit members employed under limited contracts at the time of contract suspension may remain on the RIF list for a period of thirty-six (36) months after the contract suspension.

A unit member whose name appears on the RIF list shall be recalled when a position becomes available for which he/she is certified (temporary certifications excluded). Within a given area of certification, such offers are to be made in the reverse order of layoff. No new unit members may be employed by the Board while there are unit members on the RIF list who are certified (temporary certifications excluded) for the opening in question. Unit members who have acquired a new area of certification after being laid off shall be considered/interviewed for any vacancy not filled by recall in the area of certification they acquired after they were laid off.

The Board shall give written notice of an offer of recall by sending a registered or certified letter to said unit member at his/her last known address. It shall be the responsibility of each unit member to notify the Board of any change in address. The unit member's address, as it appears on the Board's records, shall be conclusive when used in connection with an offer or other notice to the unit member. If a unit member fails to accept the offer of recall in writing within fifteen (15) calendar days, excluding Saturdays, Sundays, and holidays (or within five (5) days, if the offer is delivered within ten (10) days prior to the start of a school year or semester) from the date said offer is delivered at the last known address of the unit member, said unit member shall be considered to have rejected said offer and shall be removed from the RIF list. No unit member whose continuing contract has been suspended shall be removed by the RIF list by reason of having declined recall to a position requiring a lesser percentage of full-time employment than the position the unit member last held while employed in the district.

A unit member on the RIF list upon accepting an offer shall return to the system with the same seniority, accumulation of sick leave days, and salary schedule placement as the unit member had at the time of contract suspension.

After being removed from the RIF list, a unit member must make application for employment in accordance with established procedures if he/she so desires to be considered for re-employment by the school district.

G. AVAILABILITY OF SENIORITY AND REDUCTION IN FORCE LISTS

Both the seniority lists and the Reduction in Force (RIF) lists described in this Article shall be made available to the Association President, the Treasurer, and each building principal.

ARTICLE VII

TERMS & CONDITIONS

A. PERSONNEL FILES

1. Location and Maintenance

The official personnel file system for all employees shall be kept and administered by the Superintendent.

2. Contents of Personnel Files

The official personnel file shall contain the following to the extent that such records are retained:

- a. Application for employment.
- b. Confidential pre-employment references.
- c. Transcripts of training and education records.
- d. Copies of current, valid certificates and/or licenses.
- e. Copies of the evaluations of the employee performance made by the supervisory personnel.
- f. Employee response to the evaluation.
- g. Such information as may be required by state or federal government.
- h. Anonymous material or material from an unidentified source will not be placed in a personnel file.

3. Information relative to compensation and payroll deductions will be kept by the Treasurer in a separate but related file.

4. All personnel records of individual employees of the Board will be considered confidential; however, the law requires that all public records be promptly

prepared and made available for inspection to any member of the general public at all reasonable times during regular business hours. Upon written request, the person responsible for maintenance of the public records is required to make copies available, at cost, within a reasonable period of time.

Bargaining unit member shall be notified of such written request within five (5) days of such request.

All requests to review the personnel files of any bargaining unit member will be administered under the terms and conditions contained in the Privacy Act, Chapter 1347 of the Ohio Revised Code.

5. The public will have access to all records in the personnel file with the following exceptions:
 - a. Medical records;
 - b. Records pertaining to adoption, probation, or parole proceedings;
 - c. Trial preparation records;
 - d. Confidential law enforcement investigatory records;
 - e. Records of which the release is prohibited by State or Federal law and records that are not “public records” under R.C. 149.43.
6. Access to the official personnel file shall be available during the regular office hours to the employee and/or his/her representative. The review of such personnel file shall be in the presence of the Superintendent or his/her designee. Neither the file nor any part thereof shall be removed from the Board of Education office.
7. Each member of the bargaining unit shall have the right to respond in writing to any material contained in the file which would be generally considered as detrimental to the professional interest of such teacher and have the response attached to the specific material.
8. Each member of the bargaining unit shall have the right to indicate those documents and/or other materials in his/her personnel file which he/she believes to be obsolete, inappropriate, and/or inaccurate. The member shall have the right to request that the obsolete, inappropriate, and/or inaccurate materials be removed from the file and destroyed. Such requests shall be investigated by the Superintendent and the Board.

If the investigation indicates that there is evidence that certain material in the teacher's file is irrelevant, inappropriate, incorrect, or obsolete, such material shall be removed from the file or corrected so long as such action is not prohibited by law.

B. SCHOOL DAY

The work day for members of the bargaining unit, inclusive of at least duty-free continuous thirty (30) minute lunch period, shall be:

Elementary	7 hrs. 25 minutes
Middle and High School	7 hrs. 25 minutes

Building principals shall have the authority to vary building starting and ending times in the best interest of the building instructional program and consistent with Board of Education guidelines.

C. FACULTY MEETINGS

Scheduled faculty meetings during the school year shall not exceed two (2) per month. Attendance at emergency meetings is voluntary.

The Association and the administration will jointly and cooperatively plan for in-service, innovative training, curriculum, etc. Up to four (4) times a year the Board will shorten the student day, either by early dismissal or late start. All services (excluding new teacher orientation) shall be scheduled during the teacher work day.

Bargaining unit members will attend staff meetings up to one (1) hour beyond the normal work day. In any month that bargaining unit members attend in-service, training, curriculum, etc., then there will be only one (1) faculty meeting for that month. In case of emergency, a meeting can be called; attendance is voluntary at emergency meetings.

D. FACULTY PASSES

All bargaining unit members shall present a school ID to admit them free of admission charge to all sports, musical, and drama events sponsored by the Walnut Township Schools.

E. PLANNING/GRADING TIME

Senior/Junior High - One (1) full class period per day, while students are present for all full-time employees.

Elementary - One (1) planning period daily, with a minimum of forty (40) minutes which shall include any and all time students are in specials (music, physical education, library, etc.).

The parties agree that the Superintendent will make every effort to provide elementary teachers with the same amount of early release time as is provided for high school teachers for the purposes of grading, provided this can be legally accomplished within the bounds of the current school calendar.

F. SCHOOL YEAR/SCHOOL CALENDAR

The school calendar for the ensuing school year will be prepared by the Superintendent and presented to the Board of Education for approval in the spring of each year. The number of days scheduled for students shall be one hundred eighty-one (181) days or exceeding by one (1) day the requirements by state law.

The Superintendent shall develop one or more suggested school calendars for the next school year. Make up calamity days, if needed, will be scheduled to begin after the last regularly scheduled school day. The Superintendent will provide the suggested school calendar(s) to the Association President or designee prior to making a calendar recommendation to the Board of Education for adoption. The Association will have ten (10) working days to respond, which response shall be considered prior to the recommendation of a proposed calendar to the Board for adoption.

The total work days for teachers and students will not exceed one hundred eighty-four (184) days except for teachers new to the district who shall work one (1) additional day at the beginning of their first year in the district so designated "New Teacher Orientation Meetings" on the calendar. If, however, the State of Ohio mandates additional school days, negotiations will be re-opened.

G. PUBLIC COMPLAINT PROCEDURE

When a complaint is made to the Board or any of its members or administrators by a student's parents or any other member of the public concerning a teacher's conduct or other activities that relate to the teacher's employment duties, and the concern is thought to be serious enough to become a matter of record, the teacher shall be informed of the stated concern by the appropriate administrator. Anonymous complaints will be disregarded.

Complaints about bargaining unit members shall be processed by the Board and its administrators as follows:

1. Complainant shall first discuss the complaint with the teacher or teachers involved.
2. If the Complainant is not satisfied, with the result in Step 1, the Complainant shall be directed to put the complaint in writing. Next, the Complainant shall be required to meet with the building administrator and the teacher(s) involved.
3. If the Complainant is not satisfied with the result in Step 2, the Complainant shall be directed to meet with the Superintendent, building administrator, and the teacher(s) involved.
4. If the Complainant is not satisfied with the result in Step 3, the Complainant shall be directed to contact the Superintendent to be placed on the next Board agenda for an executive session.

Should the complaining party bring the concern to the Board, the teacher shall be so informed and have the right to provide the Board information concerning the issue.

In no case shall such a complaint be grounds for action or reprimands or discipline against a teacher without the teacher having prior notice that would allow a minimum of seven (7) school days for the teacher to attempt to resolve the concern or provide information on the issue to the administration.

The above procedures shall not apply if the complaint alleges sexual harassment against a teacher. In that case, the procedures in the district's policies regarding sexual harassment complaints shall apply.

The term "evaluation" is used to describe the philosophy, criteria, and procedures by which professional judgments are made regarding each teacher's performance.

1. Purpose:

- a. To serve as a tool to advance the professional development of teachers;
- b. To inform instruction;
- c. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement;
- d. To aid in objective self-analysis;
- e. To establish goals;
- f. to provide information for establishing contract status, retention, and promotion;
- g. to assist the teacher in implementing the prescribed curriculum.

2. Definitions:

Evaluation Cycle--The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessments that were conducted for the current school year to assign an evaluation rating.

Evaluation Instrument--The forms used by the teacher's evaluator.

Evaluation Procedure--The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the

framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

Poorly Performing Teacher--A teacher who continues to receive an overall summative rating of ineffective after receiving an ineffective rating for a period of no less than two out of the last three years, who takes the written examination required pursuant to section 3319.58 of the Ohio Revised Code, and who completes a remediation and/or improvement plan during the subsequent school year.

Remediation Plan--A written plan which shall be collaboratively put into place with the teacher and the assigned credentialed evaluator, in order to directly address any deficiencies cited in the evidence that is gathered during walkthroughs and formal observations.

Teacher Performance-- The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher's practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator.

3. Evaluators

- a. For the purposes of this article, the "evaluating administrator" must be a full-time, credentialed administrator who is an employee under contract with the district.
- b. In the event a teacher performs work under the supervision of more than one building administrator, one building administrator will be designated as the evaluating building administrator but evidence-based input from both building administrators will be included in the teachers' evaluation. The decision will be based on one of the following:
 1. Building where the majority of the teacher time is spent.
 2. If time spent is equivalent, the teacher shall select the evaluating building administrator.
- c. With the exception of a PAR program, the evaluator shall not be a bargaining unit member. The supervisor must be employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of the Ohio Revised Code and must hold at least one (1) certificate/license named under division (E), (F), (H), (J), or (L) of section 3319.22 of the Ohio Revised Code and must be credentialed as stated in Ohio law.
- d. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation,

marital status, military status, disability, union membership or union activism.

4. Data Collection

Data collection shall consist of informal walkthroughs, classroom observations, and student growth measures. Additional data may be supplied by the teacher up to two (2) days after the post-conference or walkthrough, unless deadlines require an earlier submission.

5. The evaluation procedures contained herein shall be the sole procedure utilized in the Walnut Township Local Schools and shall supersede Section §3319.111 of the Ohio Revised Code (ORC).

6. Teacher Goals:

If a teacher's final, summative rating from the previous year was Accomplished, Proficient, or Developing, they shall begin each school year on a Professional Growth Plan. If a teacher's final, summative rating from the previous year was Ineffective, they shall begin the school year on an Improvement Plan. An evaluating administrator/teacher conference shall be held prior to September 30 of each year for the purpose of establishing teacher individual goals for attainment during the remaining school year. The goal(s) for the Professional Growth Plan goal may be based on the evaluating administrator's area of refinement from the previous year's evaluation cycle or the Summary Self-Assessment Tool. If completing an Improvement Plan, the goals must be based on the evaluating administrator's area of refinement from the previous year.

7. Teacher Evaluation: Each teacher shall be evaluated according to the procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code:

a. Teacher Performance

The assessment of a teacher's performance results in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed building administrator.

1. A teacher's performance shall be assessed based on the standards for the teaching profession site and the criteria set forth in the evaluation instrument.
2. No teacher shall be evaluated on his or her work performance except based on the observations of the teacher by the teacher's

assigned evaluator and the walkthroughs that are set forth in this agreement.

3. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
4. No misleading, inaccurate, untimely or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments must be documented and supported by evidence.
5. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers, and no teacher performance information shall be collected by electronic devices without the consent of the teacher.

b. Schedule of Observation

All observations shall be consistent with the terms of this Agreement. A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) consecutive minutes. There shall be at least six (6) weeks between formal observations. If after the first formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted.

The evaluator involved shall make written recommendations at the post-observation conference or formal debriefing and otherwise assist the teacher for the purpose of remediation of identified deficiencies.

The evaluator and teacher shall develop a plan for remediation of identified deficiencies at the post-observation conference or formal debriefing and such plan shall be reduced to writing and provided to the teacher within three (3) working days following the post-observation conference or formal debriefing.

The first observation will be conducted by January 15 with the post conference being conducted with the teacher no later than 10 school days after the observation but no later than January 25. The second observation will be conducted by May 1 with the post conference conducted with the teacher no later than 10 school days after the observation but no later than May 10.

Walkthroughs—A walkthrough is an informal observation that is a tool to inform evaluation that provides the opportunity to gather evidence of

instruction over a series of short classroom visits. The teacher shall be provided a copy of the walkthrough from no later than two (2) workdays following the walkthrough. At the request of the teacher, a formal debriefing shall occur no later than two (2) workdays after the walkthrough to discuss observations noted. No more than two (2) walkthroughs shall be conducted in each evaluation cycle. Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.

c. Observation Conference

A pre-observation conference will precede formal observations. Notes of classroom observation(s) will be provided to the teacher at the post-observation conference following each observation. Post-observation conferences will follow the observation. The observations provided for herein shall be planned for a minimum of thirty (30) minutes duration.

Observations of classroom performance shall not be conducted the day prior to Thanksgiving, Christmas, or spring break, or, when the employee has had an extended absence of one (1) week or more, within two (2) working days of his/her return.

Results of all of the observations conducted by the evaluator shall be scored based on a Teacher Performance Evaluation Rubric. The results from the two Rubric scores will be combined to create the Cumulative Teacher Performance Rating as reported on the Final Summative Rating of Teacher Effectiveness-(Form J). The teacher may provide additional information to the evaluator that shall become part of the Summative Record up to two (2) days after the post-conference or walkthrough, unless deadlines require an earlier submission.

d. Improvement Plan

The evaluating administrator who identifies, based on evidence, that a teacher's performance to be rated as Ineffective during classroom observations or the evaluation process shall set forth in writing.

1. Formal observations and/or walkthroughs resulting in the identification of performance deficiencies shall be addressed during the post-observation conference or the formal debriefing following a walkthrough. All deficiencies identified by the evaluator shall be compiled and reported in writing and a copy of the written report shall be provided to the teacher at the post-observation conference or formal debriefing.
2. The evaluator involved shall make recommendations and otherwise assist the teacher for the purpose of remediation of identified deficiencies.

3. The evaluator and teacher shall develop a plan for remediation of identified deficiencies and such plan shall be reduced to writing and provided to the teacher.
4. The remediation plan, as outlined in this section, shall detail:
 - i. Performance issues documented as deficient;
 - ii. Specific performance expectations;
 - iii. The allocation of financial and other resources and assistance to be provided by the District to support professional development of the teacher;
 - iv. Sufficient, specific timelines, not less than six (6) weeks, as to allow for the remediation of identified deficiencies.
 - v. The provision for a trained teacher mentor/coach as appropriate. The mentor/coach will be provided release time to allow for meetings/observations with the teacher under a remediation plan.
5. If a remediation plan is developed after March 1, the plan shall be continued into the next school year.

e. Student Growth Measures

Student Growth Measures will be based on current Ohio Revised Code and will be a combination of Value Added, vendor assessment and/or Student Learning Objectives (SLO).

SLO Approval Committee

The Approval Committee shall consist of a minimum of three teachers per building, and one administrator from each building. The WTEA President shall be responsible for the appointment of the members of the SLO Approval Committee.

Student Growth SLO goals must be submitted on the SLO Template and turned into the SLO Approval Committee by the 2nd Monday after Labor Day. After submission, the SLO Approval Committee will review the submitted goals by using the SLO Template checklist and shall mark them as Approved or Not Approved on the SLO Approval Status and Accompanying Rationale. Final approval must be obtained no later than 30 calendar days after submission the SLO Goals.

At the Summative Rating of Student Growth Measures Data Conference with the evaluating administrator, teachers will prepare and present evidence to support the "Numerical Rating" of the SLO goals.

All committee members will be released from their duties and substitutes will be provided during the time the committee needs during the approval process.

f. Summative Rating of Teacher Effectiveness

Written Summative Rating of Teacher Effectiveness shall be submitted to the Superintendent on or before May 1 of the current school year or as early as the rating is available in years when unit member is subject to renewal. The Summative Rating of Teacher Effectiveness shall be comprised of two sections, each 50% of the Rating. Each section will result in a rating designation of Ineffective, Developing, Proficient, or Accomplished. The two section ratings will then be combined for a Final Summative (Overall) rating. The Final Summative (Overall) Rating will be the designation that will be reported to the Ohio Department of Education (ODE).

Teachers receiving a rating of accomplished may be evaluated every three years as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher or if it is not the school year in which the teacher's contract is due to be renewed.

Teachers receiving a rating of skilled may be evaluated every two years as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher or if it is not the school year in which the teacher's contract is due to be renewed.

In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled, a credentialed evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher.

TEACHERS ON LEAVE OR RETIRING

A teachers who: (1) was on leave for 50 percent or more of the school year; or (2) has submitted notice of retirement on or before December 1 of the school year shall not have an evaluation. The notice of retirement must be received and accepted by the Board by December 1 of the school year in which they are retiring.

The summary of the written formal evaluation shall be reviewed in cooperative conference between the teacher and the evaluating administrator and shall bear the signature of both. The signatures indicate

that the teacher and evaluator have discussed the Summative Rating. The teacher shall receive a copy of the evaluation on or before May 10.

8. Deficiency(ies) in Job Performance

The Board may non-renew an employee for continuing deficiency(ies) in job performance only if said deficiency(ies) have been identified through the Improvement Plan process and the procedure detailed below has been followed:

- a. When the Summative Rating of Teacher Effectiveness of an employee is unsatisfactory, building administrator shall give the employee at least five (5) days written notice of a conference to discuss the employee's alleged deficiency(ies). The employee may have an Association representative present at said conference. During the conference the principal or designated observer/evaluator shall provide the employee with a written statement of the specific deficiency(ies) on an Improvement Plan and attempt to develop mutually with the employee a program to correct such deficiency(ies). Said program shall be directly related to correcting the employee's specific deficiency(ies).
- b. If the deficiency(ies) is not improved upon the employee shall, within twenty (20) work days following the conference provided in "a." above, receive a written warning notice setting forth the specific deficiency (ies) not corrected.
- c. At the end of the 20 work days specified in "b." above, employee will be provided a conference with the Superintendent, unless the employee waives the right in writing. At such conference the employee may be represented by the Association and shall be afforded the opportunity to present testimony and evidence and to make statements in the employee's own behalf. The employee shall be notified of the Superintendent's decision.

9. Evaluations for School Counselors, Librarians/Media Specialists, and School Nurses

- a. School Counselors, Librarians/Media Specialists, and School Nurses be evaluated on a yearly basis.
- b. School Counselors, Librarians/Media Specialists, and School Nurses will set yearly goals either on a Professional Growth Plan or an Improvement Plan based on the previous year's evaluation. For Librarians/Media Specialists, if the Final Profile Average is a 3 or 4, a Professional Growth Plan will be written. If the Final Profile Average is a 0-1-2, an Improvement Plan will be written.

H. ASSIGNMENT AND TRANSFER

1. General Assignment

- a. No discrimination shall be made in the employment or assignment of teachers because of race, color, religion, national origin, ancestry, sex, sexual orientation, or marital status.
- b. It shall be the responsibility of the Superintendent, or designee, to determine the personnel needs of the school district and to locate suitable candidates to recommend for employment.

Assignments shall be made at the discretion of the administration and within the area of teacher competence, teacher certification/licensure, or fields of study, except temporarily in emergency situations.

- c. All certified personnel shall be appointed by the Board only upon recommendation of the Superintendent. (Source: ORC §3319.07)
- d. Bargaining unit members will maintain in effect valid and current teaching certificates/licensure for all teaching fields in which such members are currently assigned. Bargaining unit members will file all teaching certificates/license (subject and area) with the Treasurer of the school district.
- e. Professionally certified employees of the Board shall be required to have a record of all college work on file in the District Office. (Source: ORC §3319.36)
 - 1) The college record of official transcripts shall be submitted to the District Office at the time of employment. These transcripts shall become the property of the Board.
 - 2) Grade slips shall be submitted for completed courses when requirements for a degree are in progress. When the degree in progress has been completed, a complete official transcript shall be submitted.
 - 3) Duplicate grade slips or transcripts shall be returned to the staff member.

2. Transfer

- a. An opportunity to make a declaration of intention or to request a change of assignment to a specific building, grade, or subject for the following year shall be provided each teacher in February.

- b. Each teacher requesting a transfer shall have the opportunity to meet with the Superintendent to discuss reasons for request to transfer and available openings.
- c. Although the Board and the Association recognize that frequent transfers of teachers from one school to another may be disruptive of the educational process, they also recognize that reassignment of staff personnel may become necessary.
- d. Transfers may be made when, in the judgment of the Superintendent of Schools, such transfers are necessary to ensure a fair distribution of experienced and qualified personnel to meet load conditions resulting from enrollment changes, to meet instructional and co-curricular requirements, to maintain a balance of experienced teachers on a particular staff, to maintain a building balance of teacher certification/licensure (temporary, permanent, subject area, etc.), and to honor the requests of employees for service elsewhere in the system.
- e. In all instances of transfer, a personal interview between the teacher and the principal of the building to which the teacher is transferring shall be scheduled.
- f. When it is necessary to transfer a teacher, the Superintendent shall so indicate to the teacher in writing at the earliest possible time. A personal interview for further discussion of the transfer shall be scheduled upon request of the teacher.
- g. Except when it is impossible or impracticable, teachers involved in transfers shall be consulted, and consideration shall be given to the morale of the entire staff when plans for transfer are made.

Volunteers who qualify shall be considered first in reassignments.

Written notices of involuntary transfer for the next school year shall be given to the teacher concerned as soon as practicable and under normal circumstances not later than May 10. Explanation shall be provided when a staff member is transferred or when teacher initiated requests for transfer are not granted. No bargaining unit member shall be transferred for arbitrary or capricious reasons.

- h. Teachers who request transfers and do not receive transfers shall be given priority consideration in the next school year if transfer is still desired and requested.
- i. In order to facilitate transfers, as well as general recruitment, the Association agrees to encourage teachers to communicate to their principal and Superintendent their plans for the following year.

3. **Job Opportunities/Postings**

A vacancy in the bargaining unit shall be defined as an opening in the certificated /licensed bargaining unit created by the death, resignation, retirement or termination of a bargaining unit member that the Board determines to fill or the creation of a new position.

- a. When teaching vacancies, supplemental contracts, or job opportunities occur, bargaining unit members who meet qualifications and who are already employed by the Board shall receive first consideration. Job opportunities are defined as positions paying a salary and/or positions on the administrative or supervisory level.

When vacancies occur after the beginning of the school year, the Superintendent may fill such a vacancy on a temporary or tentative basis until the end of the normal school year, at which time the position may be considered open for transfer requests. Any person hired for the vacancy will have no further expectations of employment beyond the current school year, and this will be clearly stated on his/her limited contract. If the Board determines to fill the position, then that vacancy shall be posted for the next school year. Should a vacancy result due to the transfer of a unit member after the beginning of the school year, said vacancy is subject to posting for the next school year.

- b. Information about teaching vacancies, supplemental contracts, or job opportunities within the school system will be emailed to all employees. Postings will be for at least five (5) work days. Postings in the summer shall be for seven (7) calendar days. Vacancies shall be posted by sending an email to each bargaining unit member who has an email address on file with the Board office and by posting a notice of the vacancy(ies) on the Board website. Electronic notification to staff, instead of paper postings, will be used all year, including summers and breaks. Additionally, notice of vacancy(ies) shall be provided to the Association President who shall be responsible for starting the Association telephone tree to notify members of the vacancy(ies). Any member interested in the vacancy(ies) must contact the Superintendent's office within forty-eight (48) hours of the later of: 1) notification to the Association President or 2) the email notice/website posting to be considered as a candidate, unless interest has been previously submitted in writing to the Superintendent.
- c. The Board shall email vacancy notices to the Association President at the same time they are posted electronically.
- d. Teachers who desire to apply for such vacancies shall file their applications and qualifications in writing with the Superintendent and/or building principals within the time limit specified in the posted notice. Email replies are acceptable.

- e. In filling such positions the Board agrees to give consideration to such factors as the professional background of the applicants, their length of service and work performance in the school district, and experience elsewhere. It is expected that such consideration is done objectively.
- f. The filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions according to job description posting is the responsibility of the Board, and the decision of the Board with respect to such matters shall be final.

4. **Miscellaneous**

Teachers shall be provided with a written copy of their tentative teaching assignments on or before the close of the school year with the express understanding that such assignments may be revised. However, no bargaining unit member shall be reassigned after August 1, without good cause and only under extreme circumstances. Teachers shall be advised as soon as possible when changes in tentative assignments become necessary.

I. **ACADEMIC FREEDOM**

- 1. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof, will be grounds for any discipline or discrimination with respect to the employment of such teacher providing said activities are not a violation of the law or a violation of the Licensure Code of Conduct for Ohio Educators.
- 2. Academic freedom may be defined as the right of qualified scholars in their own field of expertise to pursue the search for truth in its many forms, and to make public their methods and findings. Opinion(s) should be stated as such and theory for what it is. It is the right of teachers to encourage freedom of discussion of controversial questions in the classroom, and to develop in students a love of knowledge and a desire to search for truth. The teachers should keep in mind that academic freedom is not a guaranteed political right, but rather a necessary condition for the successful practice of the academic profession in a free society. However, the application of the principle of academic freedom at the elementary/secondary school level involves considerations that are not always equally present in a college or university setting. The teachers should take into account the relative immaturity of their students, and the need for guidance and help in studying the issues and arriving at balanced views.
- 3. The teacher should also recognize that academic freedom presupposes the teacher to be an expert in the problem area being considered, and that the teacher to be truly expert in everything he/she teaches.
- 4. The Board shall assure teachers the right to pursue truth in fulfilling their classroom duties; it also expects that controversial issues will be presented in a fair and unbiased manner, and that the maturity and intellectual grasp of students

will be taken into account and presentation will encompass the Board adopted goals and curriculum.

J. PROHIBITION AGAINST PUBLIC CRITICISM

Any criticism of a bargaining unit member by a supervisor, administrator or member of the Board and/or any criticism of a supervisor, administrator or Board member by a member of the bargaining unit shall be made in confidence and never in the presence of pupils, other employees, members of the community, on social media, or at public gatherings. All critiques shall be made confidentially.

K. REQUIRED MEETINGS OR HEARINGS

Whenever any employee is required to meet with any employer representative concerning any matter which could adversely affect the employee's status, the employee shall be given reasonable, prior written notice of the time and nature of the meeting and may be entitled to have present an Association representative.

L. INCLUSION

Bargaining unit members assigned special needs students will be provided support and training should the need arise.

The administration will make every reasonable attempt to reach mutual agreement with the bargaining unit member as to the appropriate needs and responses.

If any special medical needs student is placed in the classroom, the teaching staff will not be required to perform medical procedures, unless it is an emergency, or to handle problems with bladder and bowel control, or bodily fluids, unless it is an emergency. This procedure applies only to special medical needs students.

However, the parties further agree that it is in the best interest of the special needs student, bargaining unit members and the school district for bargaining unit members to attend all or part of such meetings that are relevant to their particular special need student(s) that they are available to attend.

M. CLASS SIZE

The Board and the Association are committed to maintaining a reasonable class size. The Board will make every reasonable effort to maintain the following guidelines:

K	Max. 25
1-3	Max. 28
4-6	Max. 30
7-12	Max. 30

Certain activity classes such as Instrumental and Vocal Music, Physical Education, and study halls will be exempt from these guidelines.

The resource teacher will spend time in classroom in proportion to the needs of disabled students in any particular class.

If the average daily teacher's class size exceeds the maximum above, the bargaining unit member will receive one hundred dollars (\$100) per student/per semester above the maximum. Teachers shall maintain all necessary records relating to class size and present them to their principal(s) within one (1) week after the end of the first semester and on teacher checkout day at the end of the school year.

In no event will this class size provision require the construction of additional facilities.

No class shall be initially scheduled to exceed thirty-five (35) students. In the event a class does exceed thirty-five (35) students, the instructor, Association representative(s) and the administration shall meet and discuss options to remedy the situation.

N. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE/ENTRY YEAR PROGRAM

1. Purpose

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

2. Term Of Office

The term of office for members serving on the LPDC shall be two (2) years with each term commencing on July 1. The LPDC shall determine a means of accomplishing a staggering of terms for LPDC members so as to provide continuity to the committee.

3. Committee Composition and Selection

- a. The LPDC shall be comprised of five (5) members as follows: Three (3) unit members, and two (2) administrators.
- b. The three (3) unit members shall be appointed by the Association.
- c. In the event of a vacancy, the committee member shall be replaced in accordance with (b) above.

4. Chairperson

The committee chairperson shall alternate annually between the Association and District representatives.

5. **Decision Making**

A quorum shall be defined as a majority of the entire committee with representatives from both the Association and the District present.

6. **Training**

a. All members of the LPDC shall be afforded the opportunity to attend training for the purpose, responsibilities, functioning, and legal requirements of LPDC's as well as the professional skills necessary to carry out the duties of the LPDC. Any such training arranged by the District shall be equitably available to all members of the LPDC.

b. LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training. Such training shall be pursuant to the reimbursement provisions of Article V (E).

7. **Meetings**

The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 10 each year, the committee shall post in each building their meeting schedule. Additional meetings may be scheduled as necessary.

8. **Compensation**

Each member of the LPDC Committee shall receive a six hundred dollar (\$600) stipend for the fiscal year in which they serve. The stipend will be paid in the last pay of June annually.

9. No entry year program shall be implemented unless the Association is a full partner in its planning and implementation. The Association shall appoint the required number of bargaining unit members that will serve on any entry year or related planning/oversight committee.

10. The Fairfield County LPDC Appeals Committee (FCAC) may hear appeals of teachers/administrators from participating school districts LPDC with no independent appeals process, or review upon request, the decision of a local LPDC.

The FCAC will be comprised of one (1) teacher member and one (1) administrative member from each participating school district, excluding the school district from which the appeal originates. When the appeal is from an administrator, the FCAC will, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the appeal.

ARTICLE VIII
COMPENSATION

A. SALARY

1. Effective July 1, 2017, the base salary BA degree, 0 experience, shall increase 2%; effective July 1, 2018, the base salary BA degree, 0 experience, shall increase 3%; effective July 1, 2019, the base salary BA degree, 0 experience, shall increase 3%.
2. Effective July 1, 2017, each bargaining unit member who had his/her step movement frozen at Walnut Township, will receive a one-step recovery on the salary schedule.
3. All salary increases for bargaining unit members shall be effective with the beginning of the school year except as provided in Section I. of this Article.
4. The supplemental salary base for regular teachers' contracts shall be the regular base salary.
5. See Appendix for salary schedules.

B. PAYROLL PRACTICES

1. There shall be twenty-six (26) equal, bi-weekly paydays. Payday shall occur every other Friday commencing the second Friday of each contract year. Every seven (7) years ("creep year"), there shall be twenty-seven (27) equal paydays in that year.
2. All wage payments shall be by direct deposit.
3. All pay stubs shall be e-mailed, via school e-mail address, to each bargaining unit member on payday. Any unit member who does not have access to an e-mail account at home may request a paper copy to be mailed to their home address prior to leaving school for the summer.
4. All payroll deductions to credit unions shall be sent to the appropriate agency or company within one (1) working day of each and every payday.
5. Compensation for supplemental contracts will be paid with regular payroll as a separate line item on or before the following dates:

Fall activities: October 15th and at the conclusion of the last fall sport

Winter activities: January 15th and at the conclusion of the last winter sport

Spring activities: At the conclusion of the last spring sport provided that, the employee has completed all of the contracted duties and upon notification to the Treasurer's office by the supervising administrator, that the supplemental position tasks are completed. In addition, for those on year long supplementals, payment will be made on January 15th and the Spring activities pay date. Note: Year long supplementals will be identified by an asterisk (*).

For supplemental positions that are split between two (2) bargaining unit members, the Board will issue payment to each member equaling one-half (1/2) of the supplemental pay.

6. With the exception of year-long supplemental contracts, compensation for supplemental contracts shall be paid at the conclusion of the athletic or academic season. Approval for payment will come from the supervising administrator. All supplemental pays will be included as part of a regular payroll.
7. **Credit for Experience**
 - a. Credit will be awarded as follows to bargaining unit members initially employed after the effective date of this contract: One (1) year's credit = one hundred twenty (120) days of service in a school year.
 - b. Full credit will be given for up to five (5) years prior military service as defined in Section §3317.13 of the Revised Code.
 - c. Full credit will be given for up to eight (8) prior years teaching experience in an accredited public or private school.
 - d. At the Superintendent's discretion, credit on the supplemental salary schedule may be given for up to eight (8) years prior experience in the area of the supplemental or comparable area.
8. **Hourly Rate**
 - a. **Tutors** - Shall be paid at the established district rate of hourly paid instruction as indicated on the Supplementary Salary Schedule for hours during which service was actually provided to students.
 - b. **Class Coverage** - when a principal finds that it is impossible or impracticable to secure a substitute for a bargaining unit member, then the teacher who covers an absent teacher's class shall be paid one-sixth (1/6) of the substitute daily rate per period at the high school or per hour at the elementary school provided the teacher providing the class coverage had to use his/her planning time to cover the class. If a teacher requests reimbursement for more than loss of planning time, then approval of the building principal and superintendent will be required.

- c. Zero period teachers that must work beyond their normal workday shall be paid for each hour or fraction of an hour at the substitute daily rate (divided by 7.25 hrs. to determine hourly rate). Said teachers may be assigned duties during this period.
- d. In an effort to compensate teachers who are required to participate in quarterly assessments the following will apply:
 - i. Teachers grading 1-3 sets of tests quarterly assessments, will get one half (1/2) day of sub pay or one half (1/2) day off for the purpose of grading quarterly assessments

Teachers grading 4-6 sets of quarterly assessments will get one (1) full day of sub pay or one (1) full day off for the purpose of grading quarterly assessments
 - ii. Each classroom/subject set in the elementary is to be considered a set.

Paragraph d. expires at the end of the 2017-2018 school year.

- 9. **Board Approved Extended Time** - paid at the individual bargaining unit member's per diem rate of pay spread over twenty-six (26) or twenty-seven (27) pays per year.
- 10. **Column Placement on Salary Schedule** – One hundred fifty (150) semester hours - graduate or undergraduate semester hours regardless of when earned.
- 11. Enrollment in tax sheltered annuities is available to all bargaining unit members. In order for a new tax sheltered annuity to be approved for payroll deduction, a minimum of five (5) bargaining unit members must participate in open enrollment.

C. SUPPLEMENTAL SALARIES

- 1. No unit member shall have their regular teaching contract non-renewed because of a failure to accept a supplemental duty contract.
- 2. In the event a unit member is hired by the Board for a supplemental position and student participation or interest are not sufficient to sustain the activity, the unit member shall be given first consideration for another vacant supplemental position or be given first consideration when a vacancy becomes known.
- 3. Supplemental Pay Schedule attached in Appendix.

D. STRS PICK-UP: SALARY REDUCTION METHOD

1. The Board agrees to STRS "pick-up" utilizing the salary reduction method. Contributions to the State Teacher Retirement System will be paid on behalf of the employees in the bargaining unit, at no cost to the Board, under the following terms and conditions.
 - a. The amount to be "picked-up" on behalf of each employee shall be an amount equal to the Employee Contribution to STRS, as established by STRS, (of the employee's gross annual compensation). The employee's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
 - b. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
 - c. 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.
 - d. Payment of all paid leaves, sick leave, personal leave, and severance, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (ex: gross pay divided by the number of days worked.)
2. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations, with respect to the "pick-up" in combination with other tax deferred compensation plans. Each employee will indemnify and hold the Board harmless from any loss, costs, damages, or penalties which may result from efforts by the employee to shelter income from taxation in excess of the maximum permitted by law.
3. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of Agreement shall be declared null and void. The Board shall then return to the former method of employer and employee retirement system contributions as soon as is necessary.

E. RETIREMENT INCENTIVE

Each bargaining unit member, upon retirement under the rules of the State Teachers Retirement System (STRS) shall receive an additional forty (40) days of severance pay.

To be eligible for this retirement incentive, the teacher must: (1) be eligible for service retirement under the rules of the State Teachers Retirement System with thirty (30) years of service, or (2) be eligible for retirement under the rules of the State Teachers Retirement System with fewer than thirty (30) years of service. Teachers may only receive the retirement incentive with fewer than thirty (30) years of service upon

application of the teacher and approval of the Superintendent. Teachers must notify the District in writing of such retirement by March 31st of the year in which he/she intends to retire from the Walnut Township Local Schools and complete the school year. Except as otherwise provided herein, the retirement incentive will not be available to teachers who do not retire in the year in which they first attain thirty (30) years of credited STRS service.

F. SEVERANCE PAY

All employees covered by Section §3319.141 of the Revised Code, State of Ohio, who present evidence of service retirement from the State Teachers Retirement System (STRS) or School Employees Retirement System (SERS), at the time of retirement from active service with the Walnut Township Local School District shall be granted severance pay for their accrued but unused sick leave days according to the following provisions:

1. To be eligible for severance pay, the employee must apply in writing to the Walnut Township Local Board of Education no later than ninety (90) days after the last paid date of service with the school district.
2. The application must be accompanied by an appropriate document from the retirement system stating that the applicant has been approved to begin receiving a service retirement benefit and listing the number of years of retirement credit allowed by the system.
3. Contributions to the employee's retirement system for severance pay will not be made by either the Board of Education or the employee.
4. Severance pay shall be paid only once to any employee.
5. Payment shall be made only upon service retirement.
6. The pay shall be subjected to all legal deductions.
7. The payment of severance pay shall eliminate all unused sick leave of the employee in this district.
8. To be eligible to collect severance pay, an employee must have a minimum of ten (10) years' service in any State related retirement system. A year of service shall be at least one hundred twenty (120) days of employment from July 1 to the following June 30 of any year.
9. Employees will be paid severance pay based on their daily rate of pay at the time of retirement times one-fourth ($\frac{1}{4}$) of their accumulated days of unused sick leave at retirement not to exceed fifty-five (55) days of pay.
10. Severance pay shall be paid, within sixty (60) calendar days after submitting proof of retirement to the Walnut Township Local Board of Education. However, if the retiring employee dies prior to receipt of severance pay, such severance pay

shall be made to the deceased retirant's heirs, successors, or assigns as provided by law, will, or the courts.

Retiring teachers may elect to use severance pay for the purchase/change of Board-approved tax-sheltered annuities consistent with Internal Revenue Service regulations. Any such request must be submitted to the Treasurer, in writing, not less than thirty (30) days in advance of the desired date of purchase.

G. DISABILITY RETIREMENT

All bargaining unit members who are disabled shall apply for and begin disability retirement status with the State Teachers Retirement System at the earliest possible time. Sick leave may not be used as an alternative to disability retirement benefits.

Unit members who are approved for STRS disability retirement shall choose one of the following two options for their remaining sick leave, if any:

1. Take severance pay pursuant to Article VIII, G.
2. Be paid the difference between the daily rate the retiree receives under STRS disability and the unit member's daily rate at the time of retirement from the District. Such payment shall be made for the number of days the retiree had remaining on the books at the time of retirement, and shall be made in a lump sum payment within thirty (30) days of the submission of proof of retirement. Such payment shall eliminate all of the unit member's remaining sick leave.

H. COVERING CLASSES OTHER THAN ASSIGNED

Only when a qualified substitute teacher is not available or an emergency arises during the school day will teachers be assigned by the principal to cover classes of an absent teacher.

When a professional staff member is asked to substitute for an absent teacher and as a result, loses his or her planning period, a record shall be kept of this waiver of planning period. The principal shall assign teachers to cover classes of absent teachers on an equitable rotating basis unless mutually agreed otherwise; however, the principal's judgment shall be final in deciding whether such assignments are in the best educational interest of the students in such classes.

Compensation for teachers so assigned to waive their planning period and take the place of absent teachers shall be at one-sixth (1/6) of the daily substitute rate. When pupils of an absent elementary school teacher are divided among more than one (1) elementary teacher, the teachers receiving such pupils shall equally share in the substitute teacher's daily rate for the time involved.

The principal shall submit a record of such assignments two (2) times (end of each semester) during the school year to the Treasurer's office for payment.

I. SALARY ADJUSTMENT

A bargaining unit member receiving additional training credits will be permitted to make a lateral move on the teaching salary schedule effective with the 45th calendar day after submission of his/her official transcript and request for column movement form to the Treasurer's office.

J. TUITION REIMBURSEMENT

The bargaining unit must be employed in the Walnut Township Local Schools the year following receiving this credit to be eligible to be reimbursed under this provision, unless RIFed or non-renewed. If a bargaining unit member leaves the employ of the district before completing the agreed to year of service, that year's previously paid tuition reimbursement shall be deducted from the bargaining unit member's last paycheck.

1. The Board will provide \$25,000 for the purpose of reimbursing teachers for courses completed in their teaching area, area of licensure or is otherwise related to their teaching position. The Treasurer shall add the total amount for reimbursement for the previous 12 months as of September 15th of each year. This amount shall be divided into the total allocated as stated above to determine the percent each teacher shall receive for the course work completed. Payment to the teacher shall be made by November 1st. Payment will not exceed 100% of the tuition cost. Each member must submit a completed grade slip and an itemized paid fee receipt for reimbursement. Any amount of the total allocation for reimbursement not used 1 (one) year, shall be rolled over to the following year provided the total amount does not exceed the annual limits set forth above.
2. The staff member must be employed in the district at the time such reimbursement is due, otherwise payment shall be forfeited.
3. Reimbursement will occur for only those courses where prior approval has been granted by the Superintendent; that approval must precede the registration for and the beginning date of the course(s). Only those courses which directly relate to the respective reaching field or those courses needed for additional certification requirements qualify under this program.
4. Reimbursement Guidelines:
 - a. Complete the form to reflect your plan for the completion of the course(s) and submit it to the Superintendent for approval prior to registering for course work.
 - b. After the Superintendent has approved your coursework request, the original form will be returned to you with the appropriate approval.
 - c. As you are completing the coursework, make sure you keep the RECEIPT indicating the amount you paid for the TUITION COST of the class.

(Reimbursement is NOT available for material fees, bus transportation charges, general registration fees, etc.)

- d. When you have completed your class and have received your final grade of C or better, attach the grade slip to the form along with the paid fee receipt and keep these items in your possession until September 15th of the year you are to be reimbursed. DO NOT TURN IN ANY OF YOUR DOCUMENTATION UNTIL SEPTEMBER 15TH. It is acknowledged that some universities do not have the grades processed by September 15th. We will accept your coursework documentation up to three days prior to the November 1st deadline to make payment to each individual staff member.
- e. Failure to submit all required documentation by the required date may result in reimbursement being delayed until the next year.

K. MEMBERSHIP DUES DEDUCTION

1. Membership dues of the Association and its District, State and National affiliates, shall be deducted in twenty (20) equal installments beginning with the first pay check of each school year on the basis of deduction authorizations supplied by the Association to the Treasurer. Such deduction shall be for a period of one (1) year except that authorizations may be withdrawn during a period of fifteen (15) days each year ending September 15, provided that notification of withdrawal is submitted to the Treasurer during such fifteen (15) day period. Those joining the bargaining unit after September 30 shall be added to payroll deduction.
2. The enrollment period for such deduction shall be from September 1 to September 30 each year. Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted in writing to the Treasurer of the Board, with a copy to the Association.
3. The balance of the annual deductions shall be deducted from the final pay check of a member resigning his/her position, receiving a leave of absence, or terminating his/her employment after January 1 of any year.
4. The Association shall have exclusive payroll deduction rights for union dues for members of the bargaining unit.
5. Contributions to OEA/FCPE, if authorized by the unit member (\$1.00 minimum per installment), will be deducted at the discretion of the unit member. Such contributions shall be made concurrently with OEA membership dues deductions and shall continue year to year.

L. INSURANCE BENEFITS

The Board reserves the right to choose the carrier providing the benefits for medical, dental, and vision that meet or exceed the levels and conditions of the coverage offered under the Master Agreement.

1. Medical

The Board shall pay 80% of the monthly premium for both single and family coverage.

The Board shall have the right to open negotiations for salary and insurance in the event that the cost of the medical insurance plan provided in this Agreement shall increase by more than twenty percent (20%) annually. Any such negotiations shall be conducted in accordance with Article III, Section J. of this Agreement.

The parties agree that they will form an Insurance Committee with equal numbers of administrators and bargaining unit members to monitor insurance costs and make recommendations regarding cost containment measures.

Any mandates, such as Best Practices, from the School Employees Health Care Board shall become a part of this agreement.

For any open enrollment period for a January start date, bargaining unit members may elect to enroll in a high-deductible health insurance plan with Health Savings Account contributions as set forth in the appendix. Such election may not be revoked to avoid plan selection.

2. Life Insurance

The full amount of the premium for thirty thousand dollars (\$30,000) of group term insurance for each unit member.

3. Dental Insurance

Single - 100% Premium; Family - 80% Premium

4. The parties agree that the Board has the right to change carriers for hospitalization and major medical insurance, life, and dental insurance, provided:

- a. Benefits and services equal or exceed current benefit levels.
- b. The Board provides a copy of any proposed insurance plan to the Association for its review and discussion with Board representatives at least sixty (60) days prior to proposed implementation date of the new carrier.

5. The Board will provide a premium only IRS 125 Plan for all regular unit members.

M. TRAVEL EXPENSES

Bargaining unit members will be paid travel expenses for approved travel in connection with school business. The Superintendent may authorize and approve trips for which travel expenses are paid for school employees.

Travel expenses will be paid at the current rate of the Internal Revenue Service (IRS). Requests for approval of travel expenses are to be made on the Professional Leave Form. Bargaining unit members are to submit such approved forms at the end of each month to the Superintendent. If the amount is less than ten dollars (\$10.00), the Treasurer's office may accumulate these forms until a ten dollar (\$10.00) total is obtained before issuing payment.

N. EMPLOYMENT OF RETIRED TEACHERS

A teacher retired under STRS ("re-employed teacher") may be employed under the following conditions:

1. Subject to these provisions, re-employed teachers are part of the bargaining unit and subject to the provisions of the Agreement.
2. The re-employed teacher will start with salary schedule placement at step zero BA Index of the Salary Schedule. The re-employed teacher will be advanced one (1) year on the salary schedule for each year of re-employment service to the District.
3. The re-employed teacher will be eligible for Board-paid health/medical insurance only if employed full time.
4. The re-employed teacher will be employed under a one-year limited contract, which will be automatically non-renewed at the conclusion of that year without the need for completion of evaluation procedures or completion of non-renewal procedures. [The administration may conduct formal or informal observations and/or written evaluations, as it deems appropriate.] The Board and W.T.E.A. intend that this provision expressly supersedes any rights the re-employed teacher may otherwise have under O.R.C. Sections 3319.11 and 3319.111.
5. Re-employed teachers are not eligible to participate in any mentoring or retirement incentive program; nor are they eligible for severance pay under Articles VIII, Sections E and F.
6. Re-employed teachers will commence their employment with up to five (5) days accumulated sick leave. If said days are carried forward from other prior public employers or the Walnut Township School District, the district may advance a re-employed teacher up to five (5) days sick leave, but he/she may not participate in the sick leave bank under Article V, Section B.5.

7. In the event of a Reduction in Force, the re-employed teacher will not have any bumping rights under Section 19 of this Agreement, and will be the first to be laid off.
8. Such re-employment will not jeopardize the continuation of existing academic programs nor result in the Reduction in Force of faculty employed at the commencement of each such re-employment contract.
9. The Association President shall be advised of any re-employment situation.
10. To the extent this provision of the agreement conflicts with other provisions of the agreement, it will not be grievable under the grievance procedure of the agreement, nor through any claim or action filed before the State Employment Relations Board (SERB), or any court of law. However, the misapplication or interpretation of this provision of the agreement may be subject to the grievance procedure.
11. If an employee receives or takes advantage of any district provided retirement incentive, they will be employed at and remain at step zero for the duration of their employment.
12. There is no right to re-employment upon retirement.

The provisions of this Article shall supersede ORC 3317.14, and any and all provisions of conflicting Ohio law.

O. SUPPLEMENTAL PAY SCHEDULE

1. **INDEX**

GROUP	<u>Experience Steps</u>			
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
<u>RATE</u>	<u>0-1 Years</u>	<u>2-4 Years</u>	<u>5-7 Years</u>	<u>8+ Years</u>
I	0.120	0.145	0.170	0.195
II	0.084	0.096	0.108	0.120
III	0.072	0.084	0.096	0.108
IV	0.060	0.072	0.084	0.096
V	0.048	0.054	0.060	0.066
VI	0.024	0.030	0.036	0.042
VII	0.018	0.024	0.030	0.036

GROUP RATE **POSITIONS** (* Indicates Year-Long Supplementals)

I Athletic Director*
Head Football
Head Boys Basketball
Head Girls Basketball
Head Track
Head Volleyball
Band Director*
Dean of Students with Full-Time Principal*
H.S. Music/Select Director*

II Assistant Football
Assistant Boys Basketball
Assistant Girls Basketball
Head Baseball
Head Softball

III Assistant Volleyball
Freshmen Boys Basketball
Freshman Girls Basketball
Assistant Track
Senior Class Advisor*
Lead Teacher Elementary*
Junior Class/Prom Advisor*
Football Cheerleading
Basketball Cheerleading

IV Boys Golf
Girls Golf
Cross Country
Jazz Band Director*
Marching Band/Auxiliary Director
Assistant Baseball
Head Jr. High Football
Jr. High Basketball
Freshman Volleyball

V Jr. High Track
Assistant Jr. High Football
Jr. High Volleyball
Quiz Team Advisor
Year Book Advisor*
HS Athletic Game Manager
Destination Imagination Coordinator

The Board and Association agree to remove the supplemental contract position "Student Activity Director" from this Article and Section and from the bargaining unit when the holder of that position becomes qualified to receive an Ohio Supervisory (or higher grade administrative) Certificate. The Student Activity Director position shall then be considered an administrative position and shall fall under Article VII, Section I, Part 3 - Job Opportunities/Postings.

Guidance Counselor: Up to twenty-five (25) days Extended Service at his/her daily rate.

Coordinator of Technology: Elementary: Up to twenty-five (25) days of extended service time
High School: Up to twenty-five (25) days of extended service time in lieu of four (4) technology supplementals.

P. OPEN ENROLLMENT OF TEACHER’S CHILDREN

The parties agree that children of bargaining unit members who wish to enroll in the Walnut Township Local School District do not have to reside in a contiguous school district to qualify for open enrollment. Additionally, once the children (child) of a bargaining unit member are enrolled in the Walnut Township Local School District, they may complete their education in the district as long as the attendance, discipline and academic achievement are of a satisfactory nature as determined by the building administrator.

Q. SUBSTITUTE TEACHERS

Employed in the same position for more than sixty (60) consecutive days, then the rate of pay after the expiration of the sixtieth (60th) day shall be:

Bachelor's Degree, Experience Step-0;
Pro-rated on a Daily Basis

R. HOURLY PAID INSTRUCTION

Home Instruction	\$20.00/hr.
Saturday School/Detention Monitor	\$20.00/hr.
Instructional Tutors	\$20.00/hr.
Summer School – 10 Students in a Class	\$20.00/hr.
Summer School – 11 to 15 Students in a Class	\$22.00/hr.

Note: Preparation time for summer school shall be calculated on the basis of 40 minutes per day of scheduled summer school classes. This time may be used in blocks as needed for group planning.

S. MENTOR TEACHERS – FOR RESIDENT EDUCATORS

Mentor teachers will be paid one time per year at the end of the year based on the year of the Resident Educator that is being mentored as follows:

Years 1 and 2	\$400
Year 3	\$300
Year 4	\$200

The above amount will be prorated if the resident educator leaves the district in the middle of the school year.

ARTICLE IX

COMMUNICABLE DISEASES AND PHYSICAL EXAMINATIONS

A. NONDISCRIMINATION

1. No unit member shall be subjected to indiscriminate testing by the Board of Education for a chronic communicable/infectious disease. All testing, if performed at all, shall be performed in accordance with the procedures outlined in this Article.
2. The Board shall not discharge any unit member nor otherwise discriminate against any unit member with respect to wages, hours, terms or other conditions of employment on the basis of the fact that such unit member has contracted a chronic communicable/infectious disease, as determined by law.

B. REPORTS OF SUSPECTED CARRIERS

1. All reports of suspected carriers or of carriers who have either been exposed to or who have contracted a communicable/infectious disease shall be directed to the Superintendent.
2. All reports of suspected carriers shall be in writing except from the affected individual and shall identify the person(s) making the report and shall note the reasons why the reported unit member is suspected of being a carrier. In determining whether to act upon such a report, the Superintendent shall also consult with the affected employee, the employee's personal physician, if available, and with a physician selected by the Board. If a report is received which does not meet the specified requirements, it shall not be acted on by the Superintendent.

C. TESTING CRITERIA

No unit member shall be required to submit to a medical evaluation of his physical or mental condition in regard to a chronic communicable infectious disease without determination of probable cause for said evaluation. The probable cause determination

shall consist of: 1) a report in writing as defined above, or; 2) the unit member agreeing to voluntarily submit to such an evaluation.

D. MEDICAL EXAMINATION

1. Within ten (10) working days after a determination that probable cause exists for medical evaluation or if a unit member voluntarily submits to a medical evaluation, a medical review team comprised of: a) a physician specializing in contagious diseases (if possible); b) a physician from the appropriate public health district; c) the unit member's primary care physician, and; d) the physician designated by the Superintendent as the school physician shall be convened by the Superintendent to conduct a medical evaluation of the unit member's condition. The medical review team shall provide for the examination of the unit member and may obtain, upon written, voluntary authorization of the unit member, unless otherwise provided by law, all relevant and pertinent medical information from the unit member's personal physician.
2. The report rendered by the medical review team shall be restricted to an evaluation of the unit member's medical condition and shall clearly provide:
 - a. Whether or not the unit member has been infected with a chronic communicable disease as alleged in the report to the Superintendent. If so, then the medical review team shall determine:
 - 1) Whether or not the unit member's current medical condition imposes a substantial health risk to himself/herself and/or to others in the school environment and the rationale for the finding. In making that determination, the medical review team shall consider:
 - a) the nature of the risk of the unit member's medical condition (how the disease is transmitted);
 - b) the duration of the medical condition (how long is the carrier infectious);
 - c) the severity of the risk of the medical condition (what is the potential harm to third parties);
 - d) the probability the disease will be transmitted and will cause varying degrees or harm;
 - e) other factors deemed pertinent by the review team, such as, but not limited to, the current state of medical knowledge and applicable law, the particular class assignment in question, and the degree to which the disease affects the employee's job performance.

- 2) Whether or not the unit member is otherwise qualified to remain in his/her current job, for how long, and whether and under what circumstances the individual case should be reconsidered by the review team. "Otherwise qualified" means that the unit member is able to adequately perform all of the job requirements in spite of the unit member's medical condition.
- 3) All costs of the medical evaluation, above and beyond those which are paid for by the insurance coverage(s) available to the unit member, shall be borne by the Board.

E. REASONABLE ACCOMMODATION

1. Within ten (10) working days of receipt of a medical evaluation report indicating that a unit member's current medical condition imposes a substantial health risk to himself/herself and for others in the school environment or prevents the unit member from adequately performing all of the said unit member's job requirements, the Superintendent shall provide written notification to the unit member specifying the action the Board shall take to reasonably accommodate the unit member's disabling condition, if the Board deems such accommodation to be warranted under the circumstances of the particular case.
2. Any attempt to reasonably accommodate the unit member's disabling condition shall not violate the existing contractual rights of other unit members. Prior to any attempt to reasonably accommodate the unit member's disabling condition, the Board shall seek input from Association representatives. If the Association believes that the proposed accommodation would violate the contract, the Association may request that the Board meet with appropriate representatives of the Association to negotiate a reasonable accommodation.
3. Any dispute regarding whether the Board has made a reasonable accommodation or whether the proposed accommodation is in compliance with the contract shall be subject to expedited final and binding grievance arbitration, or if discrimination is alleged, the normal procedures of the law.

F. INVOLUNTARY REMOVAL OF A DISABLED UNIT MEMBER

Prior to implementing a temporary or permanent involuntary removal of a unit member with a chronic communicable disease, the Board shall first determine whether the provisions of Ohio Revised Code §3319.13 are applicable under the circumstances of the particular case.

G. DISABILITY RETIREMENT

Subsequent to the determination that permanent removal of a disabled employee is justified, the Board shall support the unit member's application for disability retirement, to the same extent as it would for any other unit member's disability retirement application, if the unit member elects to make such application.

H. CONFIDENTIALITY

All reports of suspected carriers and all aspects of the medical evaluation shall be treated as "highly confidential" unless the affected employee otherwise consents. Any report received or rendered during these procedures shall be released only to the Superintendent and the unit member unless otherwise permitted by state and/or federal law. Any discussion of a report by the Board shall be conducted in executive session. The sharing of information about a unit member with a chronic communicable disease will be on a "need to know" basis.

I. EDUCATION

The Board recognizes the need for education programs for all unit employees regarding chronic communicable diseases and their transmission, with specific emphasis on AIDS. The purpose of such programs shall be to reduce irrational fears regarding the diseases and their transmission within the school environment. The Board of Education will take all steps necessary and practical to provide such a program. Informational materials may be obtained directly from the Fairfield County Board of Health and the Ohio Department of Health.

J. TIME LIMITS

The time limits above may be extended by mutual agreement.

K. LAW

Nothing herein shall otherwise qualify the rights of the Superintendent and Board of Education or the unit member granted by law. Given the rapidly changing state of the law in this area, to the extent that there are any conflicts between the provisions of this Article and applicable law, applicable law shall govern.

ARTICLE X

TOTAL AGREEMENT

This agreement represents the full understanding and commitment between the parties and replaces all previous agreements relative to items contained herein. This Agreement may be added in, deleted from, or otherwise changed by an agreement properly signed by each party.

No agreement, alteration, or variation, waiver or modification of any of the terms or conditions contained in this Agreement shall be binding upon the parties herein unless executed in writing by the parties. The parties acknowledge that this Agreement, together with any written modifications thereof, embody the complete and final understanding reached by the parties as to the wages, hours, and other terms and conditions of employment of all employees covered by this Agreement.

The Walnut Township Board of Education shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Agreement. Should there be a conflict between this Agreement and any such policy or practice(s) then the terms of this Agreement shall prevail.

The duration of this Agreement shall be from July 1, 2017 through June 30, 2020. In witness whereof, we affix our signatures on this 9th day of April, ~~2017~~ 2018

FOR THE ASSOCIATION:

FOR THE BOARD



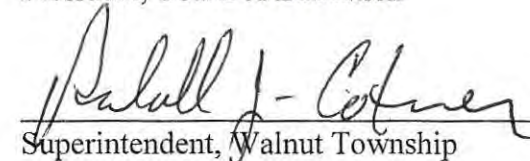
President, WTEA



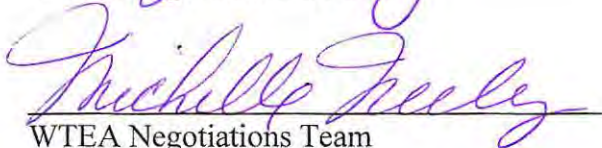
President, Board of Education



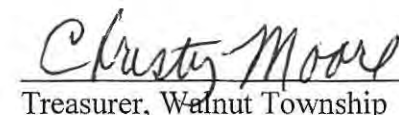
WTEA Negotiations Team



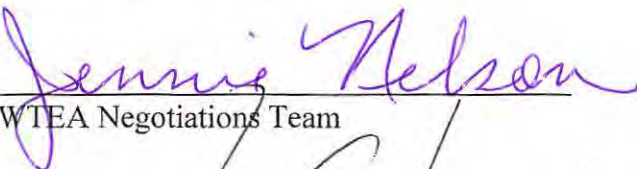
Superintendent, Walnut Township



WTEA Negotiations Team



Treasurer, Walnut Township



WTEA Negotiations Team



Board Negotiations Team



WTEA Negotiations Team



APPENDIX

FORM A

WALNUT TOWNSHIP SCHOOL DISTRICT

FORMAL GRIEVANCE FORM

CHECK APPROPRIATE BOX:

Step One	<input type="checkbox"/>	Step Two-B	<input type="checkbox"/>
Step Two-A	<input type="checkbox"/>	Step Three	<input type="checkbox"/>

Date _____ Time _____

Name of Grievant _____

Section of Contract Violated _____

Statement of Grievance _____

Resolution Sought: _____

FOR THE ASSOCIATION

Signature

Date

Received By: _____

Date

FORM B

TO BE USED FOR ALL CLASSROOM TEACHERS ANNUALLY

CLASS VISITATION REPORT
(OBSERVATIONS TO HELP IMPROVE INSTRUCTION)

Name _____ Date _____
School Assigned _____ Years in Building _____
Years in Assignment _____ Period _____
School Influences _____
Class _____ Level _____ Grade _____
Time _____ Weather Condition _____
Class Activity _____

GENERAL:

COMMENDATIONS:

RECOMMENDATIONS: (Any deficiencies will be reported on Form D)

Educator may comment or react on reverse side of this form.

SIGNATURES: Signatures do not necessarily mean concurrence; rather that the process was carried out.

Educator _____ Date _____
Evaluator _____ Date _____

Form C

Sick Leave Donation Request

A member of the Walnut Township Local School staff, _____, has requested a donation of sick leave due to the inability to report to work as normal. If you would like to donate a portion of your accumulated sick leave, please return this form to the Treasurer, by _____ so that plans can be made to address this request. **If you donate sick leave, it will be deducted from your accumulation of sick leave (as shown on your pay check every two weeks) and you will not have the use of the donated leave and you cannot ask for it to be returned after it is used.** If for unknown reasons the sick days are not used, they will not be taken from your accumulation and you will not lose them. The employee requesting a donation of sick leave cannot be given more than 20 days per contract year.

Employee requesting a donation of sick leave _____

Employee DONATING sick leave _____

I have _____ days of sick leave accumulated. (Please look on your check stub)

I wish to donate _____ days of sick leave to the requesting employee.

Signature _____

Date _____

Form D

WALNUT TOWNSHIP LOCAL SCHOOL DISTRICT

School Nurse Evaluation

Name _____

Building _____

Years in Building _____

Date _____

0 - 1 - 2 - 3 - 4

Final Profile Average

Teacher comments _____ See attached

Evaluator comments _____ See attached

_____ One (1) Year Limited Contract - Yearly

_____ Three (3) Year Limited Contract - Yearly

_____ Five (5) Year Limited Contract - Yearly

_____ Continuing Contract - Yearly No later than March 15

_____ If a Profile Average of LESS THAN TWO (2)
IN RATING (if re-employed) the teacher will
be appraised using forms A, B, and C the following year.

Signature of Nurse _____ Date _____

Signature of Evaluator _____ Date _____

* SIGNATURE: Signatures do not necessarily mean concurrence; rather that the process was carried out.

Directions: For each major category, circle the profile average

- *4 – Distinguished
 - 3 - Commendable
 - 2 - Meets Requirements
 - **1- Needs Improvement
 - **0- Unsatisfactory
- * Comments needed
 - ** Suggestions for improvements needed

For each major category, circle the profile average.

<p>I. <u>THEORY</u></p> <p style="padding-left: 40px;">Applies appropriate theory as basis for decision making in nursing practice.</p> <p>1. Demonstrates evidence of use of theory by sharing information with peers, students, family, staff, other professionals, and the community to assist change.</p> <p>2. Demonstrates application of theory by use of most recent techniques and information which govern actions.</p>	<p><u>Profile</u></p> <p>0 1 2 3 4</p>	<p><u>Comments</u></p>
<p>II. <u>PROGRAM MANAGEMENT</u></p> <p style="padding-left: 40px;">Maintains the standards of the school health program by following the guidelines from Fairfield County School Nurses' Handbook, Ohio Department of Health, Ohio Association of School Nurses, and National Association of School Nurses.</p> <p>1. Assumes responsibility for in-service programs for school personnel regarding health-related issues.</p> <p>2. Establishes process to identify students at-risk for physical and psychosocial problems.</p> <p>3. Communicates student health needs to other school personnel, as appropriate.</p> <p>4. Establishes follow-up mechanism for referral of identified students.</p>	<p><u>Profile</u></p> <p>0 1 2 3 4</p>	<p><u>Comments</u></p>

III. NURSING PROCESS

Collects information about the health and developmental status of the student in a systematic and ongoing manner.

Profile
0 1 2 3 4

Comments

1. Assumes responsibility for initiation of the pupil health record upon enrollment.
2. Collects, records, and interprets health status data.

Uses data collected about the health and developmental status of the student to determine nursing care.

Profile
0 1 2 3 4

Comments

1. Formulates a nursing diagnosis based on a comprehensive assessment.
2. Coordinates efforts with those of other providers and school personnel to decrease duplication of care.
3. Identifies the relationship between health status and the student's ability to learn.

Develops, implements, and evaluates a nursing care plan with specific goals and interventions delineating school nursing actions unique to students' needs, when indicated.

Profile
0 1 2 3 4

Comments

1. Writes nursing care plans, when appropriate.
2. Revises nursing care plan as goals are achieved, changed, or updated.
3. Intervenes prudently, in a timely manner, observing standards of care based on current medical and nursing knowledge.
4. Ensures that student, family and school personnel are informed about current health status and the interventions taking place within the school setting.
5. Engages in appropriate and necessary school nursing care to ensure optimal educational opportunity for handicapped, chronically ill, or terminally ill students and all students.

6. Reviews and evaluates documentation of nursing actions and pursues new information as appropriate.
7. Determines new priorities and goals in collaboration with student family, and school personnel, if appropriate.

IV. INTERDISCIPLINARY COLLABORATION

Profile
0 1 2 3 4

Comments

Collaborates with other professionals in assessing, planning, implementing, and evaluating programs in other school health activities.

1. Participates as an integral member of interdisciplinary teams.
2. Assumes leadership in the individualized education plan when primary service for the student is health related.

V. HEALTH EDUCATION

Profile
0 1 2 3 4

Comments

Assists students, families, and groups to achieve optimal levels of wellness through health education.

1. Demonstrates use of the principles of learning and appropriate teaching methods.
2. Teaches the basic principles of health promotion and disease prevention to individuals and groups.
3. Acts as a resource in health education to school personnel, students, and families.

VI.	<u>PROFESSIONAL DEVELOPMENT</u>	<u>Profile</u> 0 1 2 3 4	<u>Comments</u>
	<p>Participates in evaluation to assure quality of health services provided for students and assumes responsibility for continuing education and professional development.</p> <ol style="list-style-type: none"> 1. Participates in continuing education programs to increase understanding and update skills. 2. Assumes professional responsibilities demonstrated by membership and active support and/or participation in appropriate organizations. 		
VII.	<u>COMMUNITY HEALTH SYSTEMS</u>	<u>Profile</u> 0 1 2 3 4	<u>Comments</u>
	<p>Participates with others to assess, plan, implement, and evaluate school health and community services.</p> <ol style="list-style-type: none"> 1. Interprets school health services needs and the role of the school nurse to the school and community. 2. Collaborates with agencies within and outside the community to ensure continuity of service and care, when appropriate. 		

Form E

WALNUT TOWNSHIP LOCAL SCHOOL DISTRICT

Librarian/Media Specialist Evaluation

Name _____

Building _____

Years in building _____

Date _____

0 - 1 - 2 - 3 -4

Final Profile Average

Teacher comments _____ See attached

Evaluator comments _____ See attached

_____ One (1) Year Limited Contract - Yearly

_____ Three (3) Year Limited Contract - Yearly

_____ Five (5) Year Limited Contract - Yearly

_____ Continuing Contract – Yearly - No later than March 15

_____ If a Profile Average of LESS THAN TWO (2) IN RATING
(if re-employed) the teacher will be appraised using
forms A, B, and C the following year.

Evaluator's Signature _____ Date _____

Educator's Signature _____ Date _____

Signature: Signatures do not necessarily mean concurrence; rather that the process was carried out.

Directions: For each major category, circle the profile average

- *4 – Distinguished
 - 3 – Commendable
 - 2 - Meets Requirements
 - **1 - Needs Improvement
 - **0 - Unsatisfactory
- * - Comments needed
 - ** - Suggestions for improvements needed

For each major category, circle the profile average.

<u>I. PROFESSIONAL RESPONSIBILITIES</u>	<u>Profile</u>	<u>Comments</u>
	0 1 2 3 4	
1. Evaluates, selects and requisitions new media center books, materials, supplies and equipment.		
2. Assists teachers in the selection of books and other instructional materials.		
3. Informs teachers and other staff members concerning new materials acquired.		
4. Maintains a comprehensive and efficient system for cataloging and organizing all library and media materials, and instructs teachers and students in the use of the system.		
5. Maintains accurate, complete and correct written records as required by law, written district policy and written district and building administrative regulation.		
6. Prepares and administers the library budget.		
<u>II. PROFESSIONAL RESPONSIBILITIES INSTRUCTION</u>	<u>Profile</u>	<u>Comments</u>
	0 1 2 3 4	
1. Plans a program of study compatible with the curriculum that as much as possible, meets the individual needs, interests and abilities of the students.		
2. Creates a media center environment that is conducive to learning and appropriate to the maturity and interests of students.		

3. Establishes clear objectives for all lessons, units and projects.
4. Employs instructional methods and available materials that are most appropriate for meeting state objectives.
5. Employs a variety of instructional techniques and educational media consistent with the physical limitations of the location provided and the needs and capabilities of the individuals or student groups involved.
6. Works with teachers in planning those assignments likely to lead to extended use of the media center resources.
7. Develops reasonable rules of media center behavior and procedure and maintains order in the media center in a fair and just manner.
8. Helps students to develop habits of independent reference work and to develop skill in the use of reference materials.
9. Presents and discusses materials with a class studying a particular topic, on the invitation of the teacher.
10. Plans and supervises purposeful assignments for student media center aides, volunteer and student teachers, and evaluates their job performance when applicable.

III. **PERSONAL EFFICIENCIES/
ATTRIBUTES**

Profile
0 1 2 3 4

Comments

1. Takes all necessary and reasonable precautions to protect students, equipment, materials and facilities.
2. Provides for her/his own professional growth through such activities as reading, workshops, seminars, conferences, classroom visitations and/or advanced course work at institutions of higher learning, etc.

3. Attends staff meetings as required.
4. Has good attendance and is punctual.
5. Dresses appropriately and is well-groomed.
6. Exercises self-control.
7. Performs duties in a timely manner.

IV. **SCHOOL-COMMUNITY RELATIONS**

Profile
0 1 2 3 4

Comments

1. Coordinates with other school Librarian/Media Specialists in the district in the performance of their duties.
2. Assists the student in the development of a positive self-concept.
3. Assists in upholding and enforcing school rules, administrative regulations and Board policy.
4. Establishes and maintains cooperative relations with other members of the professional and non-professional staff.
5. Cooperates with other members of the staff in planning goals, objectives, and methods, and strives to implement them by instruction and action.
6. Makes provision for being available to students and parents for conferences outside the instructional day when requested to do so under reasonable terms.
7. Serves on staff committees.

WALNUT TOWNSHIP LOCAL SCHOOLS					
SUPPLEMENTALS					
2017-2018					
SUPPLEMENTAL BASE SALARY	\$	36,295			
POSITION		<u>0 - 1 YRS</u>	<u>2 - 4 YRS</u>	<u>5 - 7 YRS</u>	<u>8 + YRS</u>
GROUP RATE I					
ATHLETIC DIRECTOR*	\$	4,355	\$ 5,263	\$ 6,170	\$ 7,078
HEAD FOOTBALL	\$	4,355	\$ 5,263	\$ 6,170	\$ 7,078
HEAD BOYS BASKETBALL	\$	4,355	\$ 5,263	\$ 6,170	\$ 7,078
HEAD GIRLS BASKETBALL	\$	4,355	\$ 5,263	\$ 6,170	\$ 7,078
HEAD TRACK	\$	4,355	\$ 5,263	\$ 6,170	\$ 7,078
HEAD VOLLEYBALL	\$	4,355	\$ 5,263	\$ 6,170	\$ 7,078
BAND DIRECTOR*	\$	4,355	\$ 5,263	\$ 6,170	\$ 7,078
DEAN OF STUDENTS WITH PRINCIPAL*	\$	6,533	\$ 7,440	\$ 8,348	\$ 9,255
H.S. MUSIC/SELECT DIRECTOR*	\$	4,355	\$ 5,263	\$ 6,170	\$ 7,078
GROUP RATE II					
ASSISTANT FOOTBALL	\$	3,049	\$ 3,484	\$ 3,920	\$ 4,355
ASSISTANT BOYS BASKETBALL	\$	3,049	\$ 3,484	\$ 3,920	\$ 4,355
ASSISTANT GIRLS BASKETBALL	\$	3,049	\$ 3,484	\$ 3,920	\$ 4,355
HEAD BASEBALL	\$	3,049	\$ 3,484	\$ 3,920	\$ 4,355
HEAD SOFTBALL	\$	3,049	\$ 3,484	\$ 3,920	\$ 4,355
GROUP RATE III					
ASSISTANT VOLLEYBALL	\$	2,613	\$ 3,049	\$ 3,484	\$ 3,920
FRESHMEN BOYS BASKETBALL	\$	2,613	\$ 3,049	\$ 3,484	\$ 3,920
FRESHMEN GIRLS BASKETBALL	\$	2,613	\$ 3,049	\$ 3,484	\$ 3,920
ASSISTANT TRACK	\$	2,613	\$ 3,049	\$ 3,484	\$ 3,920
SENIOR CLASS ADVISOR*	\$	2,613	\$ 3,049	\$ 3,484	\$ 3,920
LEAD TEACHER ELEMENTARY*	\$	2,613	\$ 3,049	\$ 3,484	\$ 3,920
JUNIOR CLASS/PROM ADVISOR*	\$	2,613	\$ 3,049	\$ 3,484	\$ 3,920
FOOTBALL CHEERLEADING	\$	2,613	\$ 3,049	\$ 3,484	\$ 3,920
BASKETBALL CHEERLEADING	\$	2,613	\$ 3,049	\$ 3,484	\$ 3,920
GROUP RATE IV					
BOYS GOLF	\$	2,178	\$ 2,613	\$ 3,049	\$ 3,484
GIRLS GOLF	\$	2,178	\$ 2,613	\$ 3,049	\$ 3,484
CROSS COUNTRY	\$	2,178	\$ 2,613	\$ 3,049	\$ 3,484
JAZZ BAND DIRECTOR*	\$	2,178	\$ 2,613	\$ 3,049	\$ 3,484
MARCHING BAND/AUX DIRECTOR	\$	2,178	\$ 2,613	\$ 3,049	\$ 3,484
ASSISTANT BASEBALL	\$	2,178	\$ 2,613	\$ 3,049	\$ 3,484
HEAD JR HIGH FOOTBALL	\$	2,178	\$ 2,613	\$ 3,049	\$ 3,484
JR HIGH BASKETBALL	\$	2,178	\$ 2,613	\$ 3,049	\$ 3,484
FRESHMEN VOLLEYBALL	\$	2,178	\$ 2,613	\$ 3,049	\$ 3,484
GROUP RATE V					
JR HIGH TRACK	\$	1,742	\$ 1,960	\$ 2,178	\$ 2,395
ASSISTANT JR HIGH FOOTBALL	\$	1,742	\$ 1,960	\$ 2,178	\$ 2,395
JR HIGH VOLLEYBALL	\$	1,742	\$ 1,960	\$ 2,178	\$ 2,395
QUIZ TEAM ADVISOR	\$	1,742	\$ 1,960	\$ 2,178	\$ 2,395
YEARBOOK ADVISOR*	\$	1,742	\$ 1,960	\$ 2,178	\$ 2,395
GROUP RATE VI					
SOPH CLASS ADVISOR*	\$	871	\$ 1,089	\$ 1,307	\$ 1,524
JR HIGH CHEERLEADING	\$	871	\$ 1,089	\$ 1,307	\$ 1,524
SCHOOL PLAY DIRECTOR	\$	871	\$ 1,089	\$ 1,307	\$ 1,524
HIGH SCHOOL STUDENT COUNCIL*	\$	871	\$ 1,089	\$ 1,307	\$ 1,524
ELEMENTARY STUDENT COUNCIL*	\$	871	\$ 1,089	\$ 1,307	\$ 1,524
WEB MASTER-DISTRICT*	\$	871	\$ 1,089	\$ 1,307	\$ 1,524
WEB MASTER-JR/SR. HIGH*	\$	871	\$ 1,089	\$ 1,307	\$ 1,524
WEB MASTER-ELEMENTARY*	\$	871	\$ 1,089	\$ 1,307	\$ 1,524
ELEM PROGRESS BOOK COORD*	\$	871	\$ 1,089	\$ 1,307	\$ 1,524

WEB MASTER-DISTRICT*		\$ 871		\$ 1,089		\$ 1,307		\$ 1,524
WEB MASTER-JR /SR. HIGH*		\$ 871		\$ 1,089		\$ 1,307		\$ 1,524
WEB MASTER-ELEMENTARY*		\$ 871		\$ 1,089		\$ 1,307		\$ 1,524
ELEM PROGRESS BOOK COORD*		\$ 871		\$ 1,089		\$ 1,307		\$ 1,524
GROUP RATE VII								
NATIONAL HONOR SOCIETY*		\$ 653		\$ 871		\$ 1,089		\$ 1,307
SPANISH CLUB*		\$ 653		\$ 871		\$ 1,089		\$ 1,307
GERMAN CLUB*		\$ 653		\$ 871		\$ 1,089		\$ 1,307
STIPENDS								
ART CLUB STIPEND		\$ 150		\$ 150		\$ 150		\$ 150
SPELLING BEE STIPEND		\$ 150		\$ 150		\$ 150		\$ 150
RIGHT TO READ STIPEND		\$ 150		\$ 150		\$ 150		\$ 150
Dean of Students with full-time Principal will receive an additional stipend of .06.								
* Indicates Year-Long Supplemental								
The Board may fill or not fill any supplemental position in any given year , upon recommendation of the Superintendent								

MEMORANDUM OF UNDERSTANDING
Regarding Teacher of Record Stipends
Revised November 28, 2017

The Walnut Township Local School District Board of Education (“the Board”) and the Walnut Township Education Association (“the Association”) enter into this Memorandum of Understanding to agree to pay WTEA teachers or other qualified teachers a stipend of \$125.00 per student/per half credit to serve as the student’s “Teacher of Record” for an on-line course. All assignments of a teacher to a student must be pre-approved by the building principal and the Superintendent. Payment of the stipend will be made at the end of each semester. (If a student drops within the 14 days of enrollment in the class, there will be no stipend paid; and, after 14 days full stipend will be paid).

Agreed:

Michelle Peters WTEA President Date

Randy Cotner, Superintendent Date

	Current Plan		Effective 1/1/2019		Effective 1/1/2020		H.S.A. Optional Plan	
			Includes Ded, Co-Ins & Copays		Includes Ded, Co-Ins & Copays		Employee can select any January 1st	
	In-Network	Out-of-Network	In Network	Out-of-Network	In Network	Out-of-Network	In Network	Out-of-Network
Physician Office Visit	\$15 copay (all inclusive)	Deductible and 70%	\$25 copay (all inclusive)	\$50 copay (all inclusive)	\$25 copay (all inclusive)	\$50 copay (all inclusive)	Deductible and 80%	Deductible and 60%
Urgent Care Visit	\$35 copay (all inclusive)	Deductible and 70%	\$50 copay (all inclusive)	\$100 copay (all inclusive)	\$50 copay (all inclusive)	\$100 copay (all inclusive)	Deductible and 80%	Deductible and 60%
Preventive Care								
Child Preventative Care	100%	Deductible and 70%		100%		100%		100%
Mammogram	100%	Deductible and 70%		100%		100%		100%
Routine Pap Smear - Lab Work	100%	Deductible and 70%		100%		100%		100%
Routine Preventive Office Visit	100%	Deductible and 70%		100%		100%		100%
Other Preventive Care - Lab	100%	Deductible and 70%		100%		100%		100%
Benefits								
Hospital Emergency Room	\$100 copay; waived if admitted within 48 hours		\$200 copay; waived if admitted within 48 hours		\$200 copay; waived if admitted within 48 hours		Deductible and 80%	
Deductible amount (per calendar year)								
Per Individual	\$100	\$100	\$250	\$500	\$250	\$500	\$2,700	\$5,200
Per Family	\$200	\$200	\$500	\$1,000	\$500	\$1,000	\$5,200	\$10,400
Out-of-Pocket Limit (Including deductibles)								
Per Individual	\$300	\$300	\$1,500	\$3,000	\$1,750	\$3,500	\$3,500	\$7,000
Per Family	\$600	\$600	\$3,000	\$6,000	\$3,500	\$7,000	\$7,000	\$14,000
Other Benefits Limits								
Skilled Nursing	Deductible and 90%, 60 day annual max	Deductible and 70%, 60 day annual max	Deductible and 80%, 30 day annual max	Deductible and 60%, 30 day annual max	Deductible and 80%, 30 day annual max	Deductible and 60%, 30 day annual max	Deductible and 80%, 30 day annual max	Deductible and 60%, 30 day annual max
Home Health Care	Deductible and 90%, 60 visits per Calendar Year	Deductible and 70%, 60 visits per calendar Year	Deductible and 80%	Deductible and 60%	Deductible and 80%	Deductible and 60%	Deductible and 80%	Deductible and 60%
Hospice Care	Deductible and 90%, Lifetime Max, 360 Days	Deductible and 70%, Lifetime Max, 360 days	Deductible and 80%	Deductible and 60%	Deductible and 80%	Deductible and 60%	Deductible and 80%	Deductible and 60%
Neuromuscular Skeletal Adj.	100% after copay, 46 visits annual maximum	Deductible and 70%, 46 visits annual maximum	Deductible and 80%, 20 visits annual maximum	Deductible and 60%, 20 visits annual maximum	Deductible and 80%, 20 visits annual maximum	Deductible and 60%, 20 visits annual maximum	Deductible and 80%, 20 visits annual maximum	Deductible and 60%, 20 visits annual maximum
Outpatient Physical Therapy and Occupational Therapy	100% after copay, 20 visits per calendar year	Deductible and 70%, 20 visits per calendar year	Deductible and 80%, 15 visits; additional visits must have prior authorization	Deductible and 60%, 15 visits; additional visits must have prior authorization	Deductible and 80%, 15 visits; additional visits must have prior authorization	Deductible and 60%, 15 visits; additional visits must have prior authorization	Deductible and 80%, 15 visits; additional visits must have prior authorization	Deductible and 60%, 15 visits; additional visits must have prior authorization
Speech Therapy	100% after copay, 20 visits per calendar year, services will not be duplicated	Deductible and 70%, 20 visits per calendar year, services will not be duplicated	Deductible and 80%, services will not be duplicated	Deductible and 60%, services will not be duplicated	Deductible and 80%, services will not be duplicated	Deductible and 60%, services will not be duplicated	Deductible and 80%, services will not be duplicated	Deductible and 60%, services will not be duplicated
Emergency Ambulance Service - Air & Ground	Deductible and 90%	Deductible and 70%	Deductible and 80%	Deductible and 60%	Deductible and 80%	Deductible and 60%	Deductible and 80%	Deductible and 60%
Other Covered Services	Deductible and 90%	Deductible and 70%	Deductible and 80%	Deductible and 60%	Deductible and 80%	Deductible and 60%	Deductible and 80%	Deductible and 60%
Infertility Services	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered
Lifetime Human Organ Transplant Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Plan Maximum Lifetime Benefit	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Prescription Drug Card Program	\$5 copay generic \$15 copay Formulary \$20 Brand Name 30 day supply	Same as In-Network	\$5 copay generic \$35 copay Formulary \$50 Brand Name 30 day supply	Same as In-Network	\$5 copay generic \$35 copay Formulary \$50 Brand Name 30 day supply	Same as In-Network	Deductible and 80%	Same as In-Network
Mail-Order Drug Program	\$10 copay generic \$20 copay Formulary \$30 Brand Name 90 day supply	Same as In-Network	\$10 copay generic \$50 copay Formulary \$100 Brand Name 90 day supply	Same as In-Network	\$10 copay generic \$50 copay Formulary \$100 Brand Name 90 day supply	Same as In-Network	Deductible and 80%	Same as In-Network
Specialty	NA	N/A	\$150 annual max \$1,800 30 day supply	Same as In-Network	\$150 annual max \$1,800 30 day supply	Same as In-Network	Deductible and 80%	Same as In-Network
Single FY18	\$849.14	\$169.83					\$653.84	\$130.77
Family FY18	\$2,156.54	\$431.31					\$1,660.54	\$332.11
	Current Rates	20% contribution					Saves 23%	
							Board Contributions to the H.S.A.	
							Year 1 - \$2,500 Single, \$5,000 Family *	
							Paid in 2 installments (January & July)	
							Years 2 & 3 \$1,250 Single, \$2,500 Family **	
							Paid monthly	
							Employee cannot elect to move back to PPO Plan	
							* First year of employee's election	
							** Subsequent years of 2017-2020 contract.	