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# **Master Agreement**

Between the

**Warren Local Education Association**

And the

**Warren Local Board of Education**

**July 1, 2019 – June 30, 2022**

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## ARTICLE 1

### RECOGNITION AGREEMENT AND NEGOTIATIONS PROCEDURE

- A. This agreement is the collective bargaining agreement between the Warren Local School District Board of Education (the “Board”) and the Warren Local Education Association (the “Association”) a division of OEA, NEA.
- B. For the purposes of this agreement, “written” shall include electronic communications and documents.
- C. The Board recognizes the Association as the exclusive representative for the members of the bargaining unit, which shall consist of:
  - 1. All full-time and regular part-time certificated/licensed Bargaining Unit Members employed by the Board under a regular teaching contract. Regular part-time certificated Bargaining Unit Members are those who are contracted to work on a regularly scheduled basis.
  - 2. Those certificated substitutes who are employed by the Board to fill a vacancy caused by a Bargaining Unit Member who is on leave shall, upon completion of sixty (60) consecutive days of service in the same position, be placed on the bargaining unit member salary schedule at their academic training level, on Step zero (0), and afforded all rights and benefits of Bargaining Unit Members (Ref. ORC 3319.10). The employment contract of individuals so employed shall automatically and without any action of the Board expire at the end of the school year.
- D. Employees excluded from the bargaining unit include: superintendent; assistant superintendent(s); administrative assistants or specialists; treasurer; principals; assistant principals; full-time technology coordinator; homebound tutors; casual substitutes; educational psychologists; teacher coaches; and any other confidential, supervisory or management level employees as defined in Section 4117.01 of the Ohio Revised Code. All other full-time and regular part-time certificated employees shall be included in the bargaining unit.
- E. Recognition of the Association as the exclusive representative of members of the bargaining unit shall be for the term of this written contract without challenge as provided for in Section 4117.04(A) and 4117.05(B) of the Ohio Revised Code.
- F. Negotiations Procedure
  - 1. Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14(C)(2)(6) and any other procedures to the contrary.

2. If either party wishes to terminate, modify, or negotiate a successor agreement, it must serve written notice of that intention upon the other party not less than sixty (60) days prior to the expiration of this Agreement. Upon timely service of such notice, the parties shall collectively bargain in good faith to reach a successor agreement. At the first bargaining session both the Association and the Board shall submit their complete initial proposals for a successor agreement. In the event that both parties agree to bargain the intent of a successor agreement prior to writing specific language, the parties shall exchange a list of the items to be discussed rather than a complete initial proposal. Neither party may submit additional proposals unless the other party agrees.
  3. If no agreement is reached by the fourteenth (14th) calendar day preceding expiration of this Agreement, or some other mutually agreed date, both parties shall request the services of the Federal Mediation and Conciliation Service. The mediator shall have the authority to hold bargaining sessions or conferences with representatives of the parties.
  4. When tentative agreement on a successor contract is reached by the representatives, it shall be submitted to the Association within seven (7) days for ratification. Upon ratification by the Association, the Board shall meet within seven (7) days thereafter for approval. If both parties agree, an alternate time frame may be used for ratification and approval.
- G. Acknowledgement of Section 3302.10 of the ORC – As required by Section 3302.10(P) of the ORC, the provisions of Section 3302.10 are incorporated into this Agreement by reference.

## ARTICLE 2

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

1. “Grievance” shall mean a claim by a Bargaining Unit Member(s) or the Association that there has been a violation, misinterpretation or misapplication of this Agreement. Where the alleged grievance involves an individual, that individual’s name shall appear on the grievance forms.
2. A grievance procedure is a method by which an individual or group of employees can express a problem or dispute without fear of reprisal and obtain a fair hearing at progressively higher levels.
3. “Grievant” shall mean the Bargaining Unit Member(s) or the Association having a grievance.

4. A “day” in this section shall mean a work day. The number of days indicated at each level shall be considered as maximum and shall be adhered to in expediting the procedure. If a grievance begins in, or extends into, the months of June, July or August a mutually agreed upon timeline may be utilized.
5. The “appropriate supervisor” shall mean the lowest level supervisor with the authority to resolve the grievance.

## B. INTENT

1. The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time, equitable solutions to grievances which may arise from time to time.
2. Both parties agree that grievance proceedings should be handled in a confidential manner.
3. Nothing contained herein shall be construed as limiting the individual rights of a Bargaining Unit Member having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication, without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with terms of this contract. Further, the Association President shall be given reasonable notice prior to the adjustment and the Association President or his/her representative shall have the opportunity to be present at the adjustment to the extent allowed under O.R.C. 4117.03.
4. A Grievant shall initiate action within twenty (20) days of becoming aware of the event or condition upon which the grievance is based unless otherwise mutually agreed to by the parties.

## C. PROCEDURE

1. Time limits stipulated should be adhered to strictly as maximums to ensure rapid resolution of problems and issues concerned. Lack of adherence to the time limits by the Grievant shall result in the declaration that resolution has been obtained by the last level of hearing. Lack of adherence to the time limits by the administration shall advance the grievance to the next step in the procedure. Time limits may be extended only by mutual agreement of all parties concerned.

### 2. Informal Level

Within twenty (20) days of an event or condition that a Bargaining Unit Member(s) or the Association considers a grievance, he/she shall discuss the problem with the appropriate supervisor. The Grievant may do this alone or with his/her official Association representative. The Grievant shall state that it is an informal meeting under the Grievance Procedure.

3. Level One-Formal

In all levels of the formal proceedings, official Grievance Report Forms shall be made in triplicate-one (1) for the aggrieved; one (1) for the Administration; and, one (1) for the Association.

In the event the Grievant is not satisfied with the disposition at the informal level, or no decision has been rendered within ten (10) days after the informal meeting, it may be pursued further by filing a Grievance Report Form, Level One within ten (10) days after the informal decision was or should have been received. The form shall be complete, contain a concise statement of the grievance and must cite specific sections of the agreement being grieved.

Within ten (10) days of filing, a hearing shall be conducted between the Grievant, the appropriate supervisor and the Association representative, and may include other parties who may be needed to give information relative to the claim. The appropriate supervisor shall write a disposition of the grievance within ten (10) days after such hearing. The disposition shall contain a concise statement of the reasons for the disposition and cite specific sections of this agreement applied to the disposition.

4. Level Two

If the Grievant is not satisfied by the disposition of the grievance at Level One, the Grievant shall, within ten (10) days of such disposition, complete Grievance Report Form, Level Two and submit same to the Superintendent or his/her designee (unless the superintendent was the appropriate supervisor). Within the next ten (10) days, a hearing shall be arranged between the Grievant, the Superintendent, or his/her designated representative (who must be someone other than the level one appropriate supervisor), a representative of the Association, and other parties that may be needed to give information relative to the claim.

The disposition of the Superintendent or his/her designee shall be completed within ten (10) days subsequent to the adjournment of the hearing. The response shall contain a concise statement of the reasons for the disposition and cite specific sections of this agreement applied to the disposition.

5. Level Three

If both the Association and the Grievant are not satisfied with the disposition at Level Two, the Grievant may, within ten (10) days of receipt of such disposition file a written notice of intent with the Superintendent or his/her designee that the issue be submitted to arbitration.

Within fifteen (15) days following written notice of the Grievant's intent to seek arbitration, after notifying the Superintendent, the Association or their designated representative shall petition the American Arbitration Association for a list of fifteen (15) Arbitrators from which an arbitrator will be selected in accordance with the rules of the AAA. The representatives of either party may request a second list of fifteen (15) arbitrators. A copy of the written petition to AAA must either be hand delivered or mailed by certified mail, return receipt requested to the Superintendent within eight (8) days of the mailing to the AAA.

6. 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 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 in arriving at his/her decision concerning any issue presented that is proper within the limitation expressed herein. The arbitrator shall confine himself/herself to the issue(s) submitted for arbitration and shall have no authority to decide any other issues not so submitted to him/her.

The arbitrator shall have no authority to rule contrary to applicable law except as modified by the provisions of this agreement.

The Association shall pay all compensation and expenses of the arbitrator if the award of the arbitrator determines that no violation, misinterpretation, or misapplication of the contract exists. In all other instances the Board will be obligated to pay all compensation and expenses of the arbitrator. The arbitrator's decision, if within the limitations of his/her authority as set forth in this agreement, may only be appealed in accordance with Chapter 2711 of the Ohio Revised Code.

#### D. MISCELLANEOUS

1. Nothing in this procedure shall be construed so as to deny the Association or its representative the right to redress before an appropriate administrative agency or through the court, if such a course seems to them at their sole discretion more appropriate. Nevertheless, where a matter is covered by this contract and subject to the grievance procedure, a Grievant(s) must exhaust his/her (their) remedy through the grievance procedure prior to going to court. Nothing in this procedure shall be construed to deny the individual, the Association, or its representatives the right to seek redress by the law.
2. No Bargaining Unit Member(s) may be represented by any bargaining unit organization other than the Association in any grievance procedure initiated



pursuant to this procedure, however, no Bargaining Unit Member(s) shall be required to be represented by the Association.

3. No Bargaining Unit Member(s) shall be denied the right to legal advice and/or counsel in any of the levels above.
4. A grievance may be withdrawn at any level without prejudice or record, but once a specific grievance has been withdrawn, it may not be refiled. However, should the same situation arise again, this in no way limits a Bargaining Unit Member(s) from filing a new grievance.
5. Grievance hearings at all levels shall be at a time and place which will afford a reasonable opportunity for all persons involved to attend, but not during pupil contact time or regularly scheduled school hours whenever possible.
6. Copies of all written decisions of grievances shall be sent to all parties involved, the Association President, the Grievant, and the appropriate administrator.
7. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in procedures described in this Agreement.
8. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered, placed in interschool mail, or mailed by certified mail, return receipt requested. It is the responsibility of the Grievant to keep the Board informed as to the current mailing address.
9. Forms for processing grievances shall be made available through members of the Association Grievance Committee (see Sample Grievance Form in Appendix G).
10. Records of proceedings, exclusive of arbitration awards, shall be destroyed after three years of the date formal proceedings were inaugurated.
11. Parties of interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits. Under ordinary circumstances, parties of interest shall include the grievant and an association representative, unless other parties are subpoenaed or the Association President and the Superintendent agree that the presence of other parties is required.
12. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.

### ARTICLE 3

#### BOARD OF EDUCATION RIGHTS

The Board hereby retains and reserves unto itself, except where these prerogatives or functions are limited or restricted by the terms of this agreement, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Ohio and the United States.

### ARTICLE 4

#### ASSOCIATION RIGHTS AND RESPONSIBILITIES

The Board authorizes the WLEA:

- A. To use the inter-school mail and email systems in the school's offices to distribute Association bulletins, newsletters, or other circulars. Members' mailboxes may be identified with the Association's professional insignia.
- B. Consistent with Board building and equipment use policy, to use, at no charge, Board owned facilities and equipment, including but not limited to, meeting rooms, computers, duplication equipment, audio-visual equipment, fax machines, Internet and email terminals and other technology as may become available within the duration of this agreement. All expendable supplies will be furnished in this regard by the Association. The use of said facilities and equipment will not interfere with the normal operations of the school(s); however, such request shall not be unreasonably denied. Bargaining Unit Members may use school equipment in accordance with board policy for purposes related to their position at any time so long as this use does not interfere with normal school operation.
- C. To use bulletin boards in teacher lounges or workrooms to disseminate information to members.
- D. To allow building representatives to call meetings of Association members within the building but not during teachers' normal working hours or in conflict with other scheduled meetings.
- E. To use the telephones in any building to carry out WLEA business. Any fees or toll call charges shall be reimbursed to the Board by the Association. These calls are not to be made at a time that interferes with duties assigned by the Board and Administration. Use of the telephone will not interfere with the teachers' normal duties or with normal office operations.

- F. During the regular school day, the President or Vice-President of the Association shall be permitted to visit any school building to discuss special problems of Bargaining Unit Members. These visits shall create minimal interference with the Bargaining Unit Member's or the President's regular teaching duties.
- G. To be provided with copies of current Board agendas, minutes, financial reports, appropriations, budget, and training and experience grids upon specific request by the President of the Association. These shall be provided as soon as possible after the request is made in writing. One request for the routine agendas, etc., per year is acceptable. Requests are to be made to the Treasurer of the Board. The Board Policy Manual will be available electronically.
- H. To meet, if requested by the Association, for no more than one hour, for a WLEA general membership meeting when any district-wide in-service day is scheduled. The hour provided shall be within the normal work day of the staff.
- I. Two (2) members of the Association will be granted a thirty (30) minute block to meet with new hires on the day of the new teacher orientation. The two (2) Association members shall not receive additional compensation for this time.

## ARTICLE 5

### NON-DISCRIMINATION PROVISION

The Board agrees that all members of the Bargaining Unit are entitled to full rights of citizenship regardless of the race, color, national origin, ancestry, citizenship, veteran's status, military status, religion, disability, marital status, sexual orientation, gender expression, gender identity, age or gender of an employee. Moreover,

- A. Bargaining Unit Members have the right to participate or not participate in professional and civic organizations for their personal benefit and interest without fear of reprisal or discipline in any form.
- B. Bargaining Unit Members have the right to exercise their constitutional rights without fear of reprisal or discipline in any form.
- C. Bargaining Unit Members may wear on their person pins, or other identification of membership in an organization, civic, or professional.
- D. No Bargaining Unit Member(s) shall be required by Board policy or Administrative decision to perform any duty that will threaten his/her personal safety or well-being.
- E. The private personal life of any Bargaining Unit Member is not within the appropriate concern or attention of the Board as a condition of employment as long as it does not interfere with his/her teaching duties and effectiveness as determined through evaluation.

## ARTICLE 6

### ACADEMIC FREEDOM

- A. Bargaining Unit Members will be guaranteed academic freedom within the requirements of state and federal law, Board established curriculum, courses of study, grading and other policies and regulations pertaining to the academic program as determined by the Board and Superintendent. Bargaining Unit Members may select means and methods of instruction consistent with such policies, provided that a Bargaining Unit Member's means and methods of instruction are subject to evaluation and modification pursuant to Article 27.
- B. Freedom of individual conscience and expression, consistent with the obligation to respect the rights of all other parties, state and federal laws and Board policies, shall be encouraged to promote the best possible learning climate for pupils. A balanced and fair presentation of all sides of issues shall be encouraged in the classroom.

## ARTICLE 7

### AUTHORIZED PAYROLL DEDUCTIONS

- A. The Treasurer shall provide direct deposit for payroll checks upon completion of appropriate forms by Bargaining Unit Members. This deposit will reach participating financial institutions on or before the distributing date of regular paychecks.
- B. Deduction of yearly dues and of fees shall be authorized for payroll deduction to the Treasurer by the Bargaining Unit Member for the following:
  - 1. Unified Dues (WLEA, OEA, NEA, SEOEA)
  - 2. Departments of the Ohio Education Association as found on the yearly enrollment form.
  - 3. Health Insurance
  - 4. Savings Bonds
  - 5. Annuities
  - 6. Credit Union
  - 7. Fund for Children and Public Education
  - 8. Federal, state and municipal taxes.
  - 9. Warren Local School District Levy Campaigns

The length of the deduction shall be unlimited.

- C. Deductions shall be transmitted to the proper agency within ten (10) days after the deductions are made, except under extraordinary circumstances.
- D. Agents, brokers, or companies designated to write tax-sheltered annuities on or after August 9, 1982 shall comply with the provisions of Section 9.91(A) of the Ohio Revised

Code. There shall be no more than twenty (20) agents, brokers or companies designated for payroll deduction at any one time.

- E. The Association, on behalf of itself and on behalf of OEA/NEA, shall indemnify the Board, its members, and the Board’s Treasurer and Superintendent (all hereinafter, “the indemnitees”), for, and hold them harmless from, any and all liability, damages and expenses, including but not limited to legal fees at customary rates in the community and costs, directly or indirectly incurred by the indemnitees, or any of them because of any legal action or administrative claim brought against them as a result of the deduction of any union dues and/or fees.

## ARTICLE 8

### PERSONNEL FILES

- A. There shall be one personnel file which includes the following items shall be maintained in the office of the Superintendent of Schools for each Bargaining Unit Member.
1. Application for employment;
  2. Current employment contract(s);
  3. Ohio teaching certificate(s)/license(s);
  4. College transcripts and other in-service credits;
  5. Written reprimands with supporting evidence, together with any written replies thereto;
  6. Final Summative Evaluation Report required by the district’s evaluation procedure;
  7. Letters of commendation and certificates of award;
  8. Unsolicited letters of support and written positive comments from students, parents, community members, Board employees, representatives of outside agencies and members of the general public.
- B. Personnel files are public records and may be examined by anyone in accordance with state law and Board policy.

A Bargaining Unit Member shall be notified when anyone other than Board or Association leadership, or Board or Association legal counsel, examines his or her personnel file. This notification shall identify the person(s) viewing the file, if known. This notification shall take place within 24 hours of the examination.

- C. No anonymous item or report critical of a Bargaining Unit Member shall be included in the file.
- D. If a Bargaining Unit Member disputes the accuracy, timeliness, relevance or completeness of any item in his/her file, it shall be reviewed by the principal and Bargaining Unit Member involved and the Bargaining Unit Member shall be afforded the opportunity to file a written reply.
- E. A Bargaining Unit Member shall have the right to review evaluations in his/her file and to have a written reply to same included in his/her file.
- F. There shall be one personnel file kept on each bargaining unit member.  
  
A written reprimand shall be removed from the personnel file after two (2) years, or earlier if deemed appropriate by the Superintendent, if the occurrence subject to the reprimand does not recur during this period, except as required by 3319.314 of the Ohio Revised Code.
- G. A Bargaining Unit Member shall receive a copy of all written reprimands or complaints prior to placement of such documents in his/her personnel file. A Bargaining Unit Member may request and shall receive a reproduction of any item in his/her file, exclusive of confidential letters of recommendation or references.
- H. A written reprimand or complaint shall be removed from the personnel file after two (2) years, or earlier if deemed appropriate by the Superintendent, if the occurrence subject to the reprimand does not recur during this period.
- I. Supplemental contract personnel files will adhere to the provisions of this Article.

## ARTICLE 9

### MEDICAL EXAMINATION

For the protection of students, the Board may require of any employee a health certificate from a physician approved by the Board. The health certificate, if required, shall be filed in the office of the Superintendent, in a separate confidential medical file. The Board shall bear the cost of such examination.

Per the Americans with Disabilities Act, medical examinations may only be required if they are job-related and consistent with business necessity. A medical exam is “job-related and consistent with business necessity” when an employer “has a reasonable belief, based on objective evidence, that: (1) an employee’s ability to perform essential job functions will be impaired by a medical condition; or (2) an employee will pose a direct threat due to a medical condition.” Exams and inquiries in response to a request for reasonable accommodation when the disability or need for accommodation is unknown may be job-related and consistent with business necessity.

## ARTICLE 10

### FACULTY MEETINGS

- A. All Bargaining Unit Members assigned to a school building will be required to attend faculty meetings called by the principal. Any Bargaining Unit Member whose class or duty schedule interferes with attendance at faculty meetings scheduled by the principal may be excused by the principal from such faculty meetings. When possible faculty meetings, except emergency, will be announced at least one week prior to the faculty meeting. Announcements concerning Association activities may be made by Association representatives at the conclusion of faculty meetings. The number of required faculty meetings for any Bargaining Unit Member in one school year shall not exceed ten (10).
- B. Faculty meetings shall not extend beyond the Bargaining Unit Member's scheduled work day.

## ARTICLE 11

### LENGTH OF SCHOOL YEAR, DAY, PREPARATION PERIODS

- A. Planning time for bargaining unit members will be a minimum of 200 minutes per week, in blocks of no less than 40 minutes per day, (the daily requirement will not apply to the high school on modified block days) within the scope of the student contact day. Planning and preparation time shall be exclusive of homeroom, study hall, recess, lunch, hall, or bus duty; required meetings, conferences, or other assigned duties.
- B. Administration will make every effort to equalize planning time among teachers in Grades K-12.
- C. During the school day, each teacher shall have a thirty (30) consecutive minute duty-free lunch period each day to occur during the operational hours of the lunch room.
- D. The length of each school day in the district shall be seven and one-half (7 1/2) hours for Bargaining Unit Members.
- E. A committee consisting of one (1) administrator and three (3) Bargaining Unit Members shall meet in November to draw up two (2) proposed school calendars for the coming school year(s). The length of each school year shall not exceed one hundred eighty-four (184) days, specifically including two (2) conference days, three (3) professional development days and five (5) Bargaining Unit Member work days (one at the beginning of the year and one at the end of each grading period). The school year shall not end on a Monday. The certified staff shall be given an opportunity to vote on the proposed calendars, and the calendar with the most votes shall be given consideration by the Board.

In the event the Board determines the calendars proposed by the committee are unsatisfactory, it will so notify the committee and relate to the committee its concerns or objections. The committee will have seven (7) days after receipt of such notification to submit a new calendar for the Board's consideration.

- F. The Board may, in its discretion, determine teacher contact time with students and may modify the daily starting and dismissal times for students in order to increase or decrease such contact time.
- G. Upon approval of the building principal, a Bargaining Unit Member may work under a flexible schedule. Each Bargaining Unit Member's schedule proposal shall be individually reviewed and no proposal shall be denied for arbitrary and/or capricious reasons. The flexible schedule shall include all rights and responsibilities set forth in this Article and shall not result in a reduction of pupil contact time and other responsibilities including, but not limited to, duties, availability for parent conferences and homeroom. Bargaining Unit Members shall notify the principal of their schedules.
- H. Any regular classroom Bargaining Unit Member with extenuating circumstances may, with administrative approval, submit an "Extra Labor Form". Pay shall be at that Bargaining Unit Member's daily rate of pay.
- I. Any change to the calendar will be agreed upon by the board and association.
- J. All effort will be made to assign duties equitably among all bargaining unit members within a building.

## ARTICLE 12

### CLASS SIZE

- A. The work loads of members of the bargaining unit shall be regulated in accordance with this Article. The Board shall compensate members of the bargaining unit whose teaching loads exceed the established maximums as set forth below. Art, music, K-8 exploratory classes, and physical education teachers, librarians and teachers with paid aides are not covered by this article; however, if the teacher feels the class size is unsafe or unmanageable, the teacher may request a schedule or classroom environment adjustment. The aforementioned Bargaining Unit Members that teach in academic classes shall have their academic classes subject to the class size provision on a pro-rated basis.
- B. Class size shall be calculated based on the teaching load of the instructor, i.e., the total number of students the Bargaining Unit Member sees in a given school day. Students in homeroom periods, study halls, and seen in the course of other non-instructional responsibilities shall not be used to determine teaching load. For the purposes of calculating teaching load, a unit of instruction shall be defined as one hour or a major fraction thereof. Block classes shall be counted as two units of instruction.



- C. The teaching load of Bargaining Unit Members whose classes are “self-contained” shall be calculated as follows: number of students x 6 = class load. For teachers whose classes are “departmentalized,” the teaching load shall be calculated based upon the total number of students, excluding students in the areas listed in the second sentence of paragraph B above.
- D. In the event that a member of the bargaining unit has a teaching load in excess of 170 students, he/she should inform the administration of the overload as soon as possible. The member will be compensated at the following rate:

*A* = Annual salary  
*B* = Number of students in excess of teaching load during last week of grading period  
*C* = Compensation

$$\frac{A}{\text{Student Contact Days}} \times \frac{B}{5} = C$$

Example            *A* = \$54,550.00  
                          *B* = 20  
                          *C* = \$1,185.87

$$\frac{54,550.00}{\text{Student Contact Days}} \times \frac{20}{5} = 1,185.87$$

- E. Teachers in programs whose maximum enrollments are established by state guidelines shall, at the discretion of the Board and/or Superintendent either be provided with an aide or be compensated for an excess student load based on the following formula:

*A* = Annual salary  
*N* = maximum number of students allowed by state before extensions of waivers  
*C* = Compensation

$$\frac{A}{N} \times \frac{B}{5} = C$$

Following consultation with the teacher(s) qualifying under the above formula, the teacher shall receive either additional compensation or an aide. The days a Bargaining Unit Member has an aide assigned to his/her classroom, the Member shall not receive additional compensation under this Article.

- F. Teaching load shall be determined by the actual daily classroom enrollment and each Bargaining Unit Member shall be compensated for each day on which he/she has a class

overload. This payment shall be based on student contact days. Daily compensation rate shall be the compensation as calculated in section D or E above divided by the number of student contact days. Payment shall be made at the end of each nine-week grading period and shall be issued by the second pay following the end of such grading period.

$C$  = Compensation (See Section D or E)  
 $M$  = Days in nine week grading period  
 $P$  = Employee Payment for Nine Week Grading Period

$$\frac{C}{\text{Student Contact Days}} \times M = P$$

Example                       $C = \$1,185.87$   
    $M = 42$   
    $P = \$279.81$

$$\frac{1,185.87}{\text{Student Contact Days}} \times 42 = 279.81$$

G. Courses for College Credit

1. The teacher of record shall be a qualified bargaining unit member. Assignment as a teacher of record shall be on a voluntary basis. If no qualified bargaining unit member volunteers to perform as teacher of record, the Superintendent may assign the work to a qualified bargaining unit member. This shall be done on a rotation basis of seniority providing the teacher has been successful in this dual credit assignment.
2. Teachers of record shall be compensated per diem up to twenty-five (25) hours of work outside the workday for a high school equivalent semester course. With prior approval by superintendent or designee up to an additional twenty-five (25) hours may be paid. This compensation shall be prorated for any course longer or shorter than a high school equivalent semester. A teacher will provide timesheets describing work outside the school day to the Treasurer to be paid at year end.
3. Mileage must be approved shall be paid in accordance with the federal rate.

H. Alternative Instruction

1. Alternative Instruction will be defined as instruction that requires a different mode of delivery and different curriculum in a setting other than the traditional classroom and falls outside the contracted workday including but not limited to credit recovery, flex credit, online learning, etc.

2. The teacher of record shall be a bargaining unit member. Assignment as a teacher of record shall be on a voluntary basis. If no qualified bargaining unit member volunteers to perform as teacher of record, the Superintendent may assign the work to a qualified bargaining unit member. This shall be done on a rotation basis of seniority providing the teacher has been successful in this assignment of credit flex.
3. Teachers of record shall be compensated per diem up to twenty-five (25) hours of work outside the workday for a high school semester equivalent course. Compensation shall be prorated for any course longer or shorter than a high school semester equivalent. A teacher will provide timesheets describing work outside the school day to the Treasurer to be paid at semester end.
4. Mileage must be approved and will be paid in accordance with the federal rate.

### ARTICLE 13

#### SUBSTITUTE TEACHERS

- A. The Board through its Administration will make every effort to secure qualified substitute teachers when a regular Bargaining Unit Member is not able to cover his/her own class or classes. In the event the Administration is unable to obtain a qualified substitute, the Administration may assign a Bargaining Unit Member to substitute during his/her planning period. Assignments of Bargaining Unit Members to cover for Bargaining Unit Members on leave shall be made on a rotating basis. If neither a qualified substitute nor a Bargaining Unit Member is available to supervise a class, it may be necessary for the Administrator to double up classes in order to provide supervision.
- B. Any Bargaining Unit Member who is assigned to cover another Bargaining Unit Member's class by an administrator will be reimbursed at the rate of \$25.00 per period (or per equivalent unit in the elementary schools). A period will be defined based on an eight (8) period day. Alternatively, a Bargaining Unit Member may be assigned to cover another Bargaining Unit Member's class for the entire day and shall be paid (in addition to their regular salary) a total of \$90.00 for the day. In this case, the Bargaining Unit Member will not also receive \$25.00 per period for covering that Bargaining Unit Member's class for the entire day.
- C. The Administration shall not require a Bargaining Unit Member to substitute if by substituting the Bargaining Unit Member will not be able to provide all instructional and educational services required for a special needs student in his/her class.
- D. At the beginning of each school year the principal and staff will create a plan for coverage of classes when a substitute is not available.
- E. If a teacher will be on an extended leave of more than two weeks, the teacher may request a specific substitute.

## ARTICLE 14

### COMMITTEES

The Board and the Association agree that teachers should participate in reviewing current educational programs and making recommendations to the Superintendent.

Each Bargaining Unit Member participating on a committee will be compensated at a rate of \$25.00 per hour. The Board or its designee shall have the right to increase the rate of compensation if it determines that such increase is warranted.

## ARTICLE 15

### TRANSPORTATION REIMBURSEMENT FOR TRAVELING BARGAINING UNIT MEMBERS

Bargaining Unit Members who have regular assignments in more than one building or by nature of their assignments require travel during their regular day, shall be reimbursed at the IRS rate.

## ARTICLE 16

### DISTRICT-REQUIRED TRAINING AND PROFESSIONAL DEVELOPMENT

- A. The Board will pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, training sessions, exams/tests or other such programs which a Bargaining Unit Member is required or requested to take by the management team. Said Bargaining Unit Member will also be compensated for all time spent in actual attendance at said sessions at his/her regular hourly rate, which will be computed as follows:

$$\frac{\text{regular annual salary}}{\text{teacher contract days}} = \text{daily rate}$$

$$\frac{\text{daily rate}}{7.5} = \text{hourly rate}$$

Compensation for training and/or professional development required by the management team shall not be deducted from the negotiated Professional Leave Fund.

- B. Continuing education units (CEU's) shall be provided by the LPDC for all district in-service programs. Such credit shall only be available to Bargaining Unit Members who have a current IPDP on file at the time of the in-service.
- C. When there is a shortage of qualified staff due to changes in Ohio Revised Code and/or Ohio Department of Education requirements, the Board shall pay the full cost of tuition

and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, training sessions, exams/tests or other programs needed to meet requirements.

- D. Bargaining Unit Members will be given release time in the amount of one-half (1/2) day during a scheduled Professional Development day to complete required District training. All Bargaining Unit Members shall have all required District training completed by the end of this training day.

## ARTICLE 17

### CLASSROOM RULES

“Approved written guidelines” shall be defined as the student handbook used in each school.

The student handbook in each building shall contain a clause stating that not all situations can be anticipated and that the building principal retains the right to deal with individual situations as they arise, using his/her professional judgment.

Teachers may require that students meet and follow specific class guidelines in addition to those found in the student handbook. Each student will receive a copy of any additional written guidelines required for a specific class. These guidelines shall provide necessary class requirements and the consequences for failing to fulfill those requirements. Students shall receive such copies prior to the application of the additional requirements. Students in elective programs may request copies of such requirements at the time of enrollment.

The following procedure shall be used if a teacher’s class has specific requirements in addition to the student handbook.

- A. No later than the end of the tenth student contact day each year, the teacher shall provide his/her proposed list of additional class requirements to the building principal for review and approval. If the principal and the teacher cannot agree on the proposed class requirements, the principal shall provide his/her reasons to the teacher, in writing, within five (5) days of the original submission.
- B. If the principal does not approve the guidelines the teacher may either revise his/her class requirements or may submit a copy of the proposed guidelines along with the principal’s reason(s) for disapproval to the Superintendent for appeal. This appeal shall be filed within ten (10) days of the receipt of the building principal’s reasons for disapproval. The Superintendent shall meet with the teacher within ten (10) days of submission of the appeal and discuss the proposed guidelines. The Superintendent shall render a decision on the appeal within ten (10) days of the meeting. The Superintendent shall have the final authority to approve any additional student requirements for a specific class.
- C. If, in the best judgment of the teacher, modifications, and/or additions/deletions need to be made during the course of a school year the above process can be repeated at such

time as changes are needed. Approval for the changed guidelines must be obtained from the building principal or the Superintendent prior to distribution or application of the modified guidelines.

- D. The teacher may be accompanied at any meeting by a representative of his/her choice.

## ARTICLE 18

### PROFESSIONAL DEVELOPMENT

#### A. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The local professional development committee shall consist of the following voting members:

Superintendent or his/her designee  
Association President or his/her designee  
One teacher from each building in the district  
Two at-large teachers  
One administrator

Teacher members shall be appointed by the Association President. The administrative member shall be appointed by the Superintendent.

The local professional development committee shall operate according to the Bylaws of the committee. The Bylaws may be changed by a majority vote of the committee, subject to approval by the Association Executive Committee and the Board.

The local professional development committee shall also act as the Master Teacher Oversight Committee for the purpose of designating teachers in the building/district as Master Teachers in accordance with the recommendations of the Ohio Department of Education.

The local professional development committee shall establish a plan of operation for the appropriate procedure becoming designated as a Master Teacher, including but not limited to: the time and location of meetings, the application and review process, the dissemination of general information to local association members, and the appeal procedure.

Should the State no longer require the district to have a Master Teacher Program, Warren Local School District is not obligated to continue the program or committee.

#### B. PROFESSIONAL LEAVE

1. The amount of thirteen thousand (\$13,000.00) in each of the two (2) years of this contract shall be allocated from Board monies to be used for the payment of the

expenses of Bargaining Unit Members who are attending approved professional meetings, and/or workshops, and/or school visitations. The annual allocation shall be divided on a January 1, and July 1, basis.

2. A professional leave fund shall be included in the budget for each building. A total of \$30,000 shall be distributed to the four buildings as follows:

	7/1 through 12/31	1/1 through 6/30
High School	\$5,000.00	\$5,000.00
Middle School	\$5,000.00	\$5,000.00
Warren Elementary	\$2,500.00	\$2,500.00
Little Hocking	\$2,500.00	\$2,500.00

These funds will be utilized at the discretion of the building principal.

Any carryover from the July 1 money shall be carried over to the next half year in the building budget. Any carryover remaining on June 30 shall be carried over to the next school year in the building budget. An account summary of these expenditures will be given to the Association President at the end of December and the end of June.

3. The term "professional days" is not to include days when a Bargaining Unit Member accompanies students at meetings, competitions, field trips, and the like.
4. Money from the PLF shall not be used to reimburse BUMs that are accompanying students at school related functions such as meetings, competitions, and field trips in which the BUM will garner no professional development. Money from the PLF will not be used to pay substitutes for these absences.
5. Application to attend announced professional meetings or workshops or to make school visitations shall be filed with the building principal. Once approved at the building level, requests shall be submitted to the Superintendent for review. Upon approval by the Superintendent, copies of the application form shall be returned to the building principal and the Bargaining Unit Member. Administration shall provide written reasons for denial. If a Bargaining Unit Member's application is denied at the building level, he/she has the right to meet with the Curriculum Director and/or Superintendent to appeal the denial.
6. Every effort shall be made to rotate the approved attendance among the various Bargaining Unit Members in a department or special subject area.

#### C. TUITION REIMBURSEMENT

1. Bargaining Unit Members shall be eligible for consideration in professional growth. Recipients will be chosen from applicants who have a minimum of

previous professional service of at least two (2) school years (no less than 120 school days per year) in Warren Local Schools. No Bargaining Unit Member on a leave of absence shall be eligible for reimbursement under this Article.

2. A part-time Bargaining Unit Member as defined in Article 33 shall be eligible for tuition reimbursement after two (2) years of service. Tuition reimbursement shall be pro-rated according to the time he/she is contracted to work in the year in which the tuition reimbursement is approved.
3. If, following approval of a tuition reimbursement application, the applicant, for any reason, fails to take the approved or substituted course during the quarter or semester for which it was approved, the reimbursement amount allocated to that application shall become unencumbered and shall revert back to the general tuition reimbursement fund. The applicant shall notify the Superintendent's office of such an event as soon as possible.
4. The Board shall appropriate a minimum of thirty thousand dollars (\$30,000.00) during each year of this contract. The amount shall be divided equally among August 1, December 1, and April 1. The unencumbered portion shall carryover for the duration of this contract.

Reimbursement for approved coursework shall be at the rate of the lesser of \$210 per quarter hour (\$300 per semester hour) or the actual tuition expense of the Bargaining Unit Member for graduate level coursework or the lesser of \$140 per quarter hour (\$200 per semester hour) or the actual tuition expense of the Bargaining Unit Member for undergraduate level coursework. A Bargaining Unit Member failing to maintain a cumulative point average of "B" or better shall not receive reimbursement. The Bargaining Unit Member must teach in the Warren Local Schools the year following receipt of this credit to be entitled to payment.

5. In order to receive reimbursement the Local Professional Development Committee must first verify that the course matches the Bargaining Unit Member's Individual Professional Development Plan.
6. Any Bargaining Unit Member that wants to be considered for tuition reimbursement shall submit their name to the Superintendent's Office in writing by August 1 for courses beginning from September 1 through December 31, by December 1 for courses beginning January 1 through April 30, and by April 1 for courses beginning May 1 through August 31. A lottery shall be conducted among those names submitted by the deadline. Bargaining Unit Members shall be eligible for tuition reimbursement of three semester hours, or the equivalent, in order of their lottery number. If money remains after each member has received reimbursement, then members shall become eligible for a second course using the same lottery numbers. This procedure shall continue until all courses are reimbursed or all funds are depleted. Bargaining Unit Members who submit their names after the deadline shall be placed at the bottom of the rotation and shall



become eligible for reimbursement the next time their names come up in the rotation.

7. In order to receive reimbursement the Bargaining Unit Member must submit the following:
  - a. A course request form, which must be submitted by 10 days after the beginning of the course;
  - b. An itemized statement from the college or university showing tuition costs;
  - c. Proof of payment of tuition expenses;
  - d. Grade sheet or statement from the University or an official transcript.

Documentation for reimbursement must be submitted within 90 days following the end of the course except where the Superintendent has been notified within this time of special circumstances. A Bargaining Unit Member who thus notifies the Superintendent shall not have his/her reimbursement denied because of these circumstances.

8. Where the Bargaining Unit Member is employed by the Board under a continuing or multi-year contract that will not expire or be subject to non-renewal until no sooner than the end of the next school year following completion of the course work for which reimbursement is sought, payment will be made within a reasonable time but no more than fourteen (14) work days after submission of proper certification to the Treasurer.

Where the Bargaining Unit Member is employed by the Board under a contract that is subject to non-renewal prior to the end of the next school year following completion of the course work for which reimbursement is sought, if the Bargaining Unit Member is re-employed and accepts such employment, payment will be made within a reasonable period of time but no more than fourteen (14) work days after submission of proper certification to the Treasurer and after July 10 following completion of the course.

9. By accepting payment under either condition set forth in this Article, the Bargaining Unit Member agrees that if his/her employment with the Board ends for any reason whatsoever prior to completion of the next entire school year following payment, the Board and Treasurer may recover all monies paid under this Article by withholding salary or any other means.
10. When a Bargaining Unit Member presents evidence of completion of additional credit which would qualify the Bargaining Unit Member for a better salary schedule bracket, the salary of the Bargaining Unit Member will be adjusted. Evidence of credit can be by a grade sheet or statement from the university or the official transcript and shall be presented to the county superintendent and the

Board Treasurer on or before November 15 and on or before February 15, with adjustment to be made at the beginning of the semester.

11. In the event an approved course is canceled or full, the Bargaining Unit Member may substitute an alternative course in the field of study. The Bargaining Unit Member must submit a change of course form, which must be approved by the Local Professional Development Committee.
12. In addition, the Board shall appropriate an additional fifteen thousand dollars (\$15,000) during each year of this contract for the purpose of the reimbursement of coursework that is in the pursuit of additional licensure, certification, endorsement, credential, etc., up to 100% of the cost of each course. Eligibility for this reimbursement will be confirmed by the Local Professional Development Committee.

D. RESIDENT EDUCATOR

1. The Superintendent or his/her designee will make a determination as to the assignment of mentors to specific teachers on Resident Educator License cycles, teachers that are new to the District, and teachers who may move from one location/assignment to another within the District.
2. A meeting will be held prior to the start of the school year with Mentors and Mentees to explain the program, answer questions, and allow the Mentors the opportunity to meet and make initial plans with the Mentees.
3. Mentors who attend all scheduled meetings (not to exceed four (4)) will be paid according to the following scale:

Mentor to a Year 1 Resident Educator	\$1,200/year
Mentor to a Year 2 Resident Educator or mentor to a teacher or principal new to the District with 0-4 Years total experience	\$1,200/year
Mentor to a Year 3 Resident Educator or mentor to a teacher or principal new to the District with 5 or more years of experience	\$1,200/year
Mentor to a Year 4 Resident Educator if needed	\$1,200/year
Mentor to an experienced teacher who moves to another building/assignment in the District	No monetary compensation

Mentors will be notified of scheduled meetings in a timely manner.

4. In addition to the monetary compensation as listed above, any Mentor who attends the Mentor Workshop with his/her Mentee will be assigned an additional ½ day of personal leave to be used at his/her discretion.

5. Confidentiality

Mentors shall communicate directly with their mentees and shall hold all information in strict confidence. All interaction, written or verbal, between the mentor teacher and the mentee shall be confidential information.

No mentor shall participate in any informal or formal contractual evaluation of a Bargaining Unit Member. No mentor shall be directed, required, or requested to make any recommendation regarding the employment of a Bargaining Unit Member in the program.

6. Bargaining Unit Members who are working on their Resident Educator licensure and their mentors shall be granted, upon request, two days of professional leave for the purpose of completing certification requirements.

E. NATIONAL BOARDS

Bargaining Unit Members who are pursuing National Board Certification shall be granted, upon request, two days of professional leave for the purpose of completing certification requirements.

Bargaining Unit Members who are pursuing National Board Certification may enter the professional development lottery to cover any costs of application which have not been picked up by the state or other entity.

## ARTICLE 19

### LEAVE PROVISIONS

Seniority shall accrue for all approved paid leave. Seniority shall not accrue if a bargaining unit member is on unpaid leave for more than 64 days in any given year.

A. Court and Jury Duty Leave

1. When it becomes necessary for a Bargaining Unit Member to accept jury duty, the Bargaining Unit Member shall be paid his/her regular salary for the number of days involved. Such leave shall not be deducted from any other type of leave.
2. A Bargaining Unit Member shall also be paid his or her regular salary if he or she is a witness subpoenaed to testify in a court of law, except, if the Board or any of its members or administrators is a party to the lawsuit, neither a Bargaining Unit Member nor the Association may be an opposing party. In the event that a

Bargaining Unit Member is subpoenaed to testify and the above limitation cannot be met, the Bargaining Unit Member shall be granted his/her choice of unpaid leave or personal leave. Such leave shall not count against the perfect attendance incentive as defined by this Article. However, use of personal leave shall decrease the Bargaining Unit Member's personal days by the number of days involved.

3. When granted such leave, the Bargaining Unit Member shall be replaced by a qualified substitute according to Board adopted policy.

B. Military Leave

Military leave will be granted to Bargaining Unit Members pursuant to Ohio Revised Code. Benefits will be granted as a maximum allowable by law.

C. Parental Leave

1. Leave Rights

A Bargaining Unit Member who is pregnant shall be entitled to an unpaid leave of absence for maternity reasons to begin at any time between (1) the commencement of pregnancy, and (2) one (1) school year after the child is born. Such leave shall not be for more than a one (1) year period. A Bargaining Unit Member whose spouse gives birth to a child shall be entitled to an unpaid leave of absence to begin after the child is born. Such leave shall not be for more than a one (1) year period. A Bargaining Unit Member who adopts a child shall be entitled to an unpaid leave of absence. Such leave shall not be for more than a one (1) year period. Additional leave may be granted by the Board upon request of the Bargaining Unit Member.

2. Application for Leave

Applications for parental leave shall be in writing and shall contain a statement of the expected date of birth, the date on which the leave of absence is to commence and the date the Bargaining Unit Member anticipates return to service. Such return date shall coincide either with the commencement of a school year, or the commencement of the second semester. Application for parental leave shall be provided by the Board.

3. Time for Filing Application

Application for parental leave prior to or after the birth of a child should be made seventy-five (75) days before the beginning date of the parental leave. The Bargaining Unit Member's failure to make a timely application may be grounds for denying the approval of parental leave. The seventy-five (75) day notice may be waived with superintendent approval.

4. Reinstatement Rights

Upon return from approved parental leave at the time set forth in the application for leave, the Bargaining Unit Member shall be entitled to reinstatement to the same position he/she held prior to the leave, if a vacancy in such position exists at the time of his/her return, or to a similar position. Similar position means K-4 teachers to K-4, 5-8 teachers to 5-8 and high school teachers to high school.

If the Bargaining Unit Member desires to return to active service prior to that date stated in the application for leave, the Bargaining Unit Member shall notify the Superintendent in writing that an early return to service is requested, and the date upon which the Bargaining Unit Member wishes to return. If the Superintendent agrees to early return and says so in a recommendation to the Board, the Board may authorize the early return.

5. A Bargaining Unit Member on parental leave may at his/her expense continue health insurance and other fringe benefits, if the insurance carrier permits.

D. Sick Leave

1. Bargaining Unit Members shall be granted sick leave on the basis of one and one quarter (1 1/4) days for each completed month of service, or fifteen (15) days for each completed year of service. Sick leave may be accumulated up to maximum of 245 days. Up to five (5) days sick leave shall be advanced to Bargaining Unit Members who have exhausted their sick leave.
2. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the Bargaining Unit Member's immediate family.
3. "Immediate family" is defined as: The Bargaining Unit Member's mother, father, brother, sister, mother-in-law, father-in-law, daughter-in-law, and son-in-law, spouse, child, step child, grandparent, grandchild, or relative/significant other living in the same household, or at the discretion of the Superintendent.
4. Bargaining Unit Members will be required to state the reason for utilizing sick leave in the "administrator notes" section when entering sick leave in the District-provided system. Documentation may be requested by the Administration from any Bargaining Unit Member who uses ten (10) consecutive sick days, fifteen (15) total sick days within one academic year, or if a pattern of sick leave is determined by administration.

E. Bereavement Leave

In the case of death in the immediate family, a Bargaining Unit Member may have up to three (3) days of paid leave. "Immediate family" is defined as: mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law, spouse, child, step-child, grandparents, grandparents' in-law, grandchildren, and any person living in the same household. At the discretion of the Superintendent, this period may be extended due to such extenuating circumstances as distance, unusual family or personal responsibilities, and the like.

1. Absence from the first three (3) days of bereavement leave shall not be deducted from sick leave.
2. In the event the bereavement leave period is extended for more than three (3) days, the ensuing days absent will be deducted from sick leave.

#### F. Sabbatical Leave

A Bargaining Unit Member who has completed five (5) consecutive years of service will be entitled to take a leave of absence with part pay, for either one semester (fall or spring) or one year, subject to the following restrictions:

1. The Bargaining Unit Member shall submit to the Superintendent a request which includes a plan for professional growth. This plan must be approved prior to the granting of sabbatical leave. For a full year or fall semester, the request must be submitted by April 1. Requests for spring semester must be submitted by November 1.
2. Upon return from sabbatical leave, the Bargaining Unit Member shall submit to the Superintendent a report containing transcripts of courses taken while on leave, a description of travel and other information pertaining to evaluation of his or her program.
3. The Bargaining Unit Member may be required to return to the district at the end of the leave for a period of at least two years. In the event the Bargaining Unit Member does not return to the district for the requisite period, he/she may be required to return any money received from the Board during the sabbatical year.
4. A satisfactory replacement must be available. The actual teaching assignment may be filled by any satisfactorily certified employee, existing or new hire. For purposes of pay calculation the Bargaining Unit Member's replacement shall be the person employed on the most temporary contract, regardless of the replacement's actual teaching assignment. For these purposes a substitute contract is the most temporary type of contract. In the event two or more Bargaining Unit Members are hired on the same type of contract (i.e. one-year limited), the Bargaining Unit Member who has been advised that this is a temporary, one-year position shall be considered to be on the most temporary contract.

In the case of a semester sabbatical, the building administrator and Bargaining Unit Member must agree on a satisfactory substitute.

5. No more than two (2) percent of the certified staff may be granted sabbatical leave at any one time.
6. The excess difference between the replacement's pay and the Bargaining Unit Member's expected salary shall be paid the Bargaining Unit Member.
7. No Bargaining Unit Member may be granted a leave more often than once each five (5) years.
8. No Bargaining Unit Member may be granted a leave a second time when other members of the staff have filed a request to be granted such leave.
9. Upon return from a full-year sabbatical, a Bargaining Unit Member shall be returned to the same or similar assignment held prior to such leave. Similar assignment means K-4 teachers to K-4, 5-8 teachers to 5-8 and high school teachers to high school. Supplemental contracts or extended service do not apply. Bargaining Unit Members shall notify the Superintendent by March 15 if they do not intend to return.

G. Association Leave

1. The Association shall be granted 20 days leave with pay for its members to perform professional association duties that cannot be performed at times other than normal school days.
2. In order to obtain Association Leave, the Association shall reimburse the Board for the cost of the substitute teachers.
3. Bargaining Unit Members shall apply for Association Leave to attend the NEA, OEA, and/or SEOEA conferences by the end of October. For all other Association Leave, with the exception of an emergency or unexpected event, Bargaining Unit Members will make every effort to apply five (5) teacher working days in advance of the intent to use association leave.
4. No other leave provision, other than personal leave, of this contract may be used for a Bargaining Unit Member to perform association duties.

H. Personal/Emergency Leave

All Bargaining Unit Members shall be granted four (4) days of personal/emergency leave per year. Days may be used in half-day segments. Use of these days will be unrestricted. With the exception of an emergency or unexpected event, Bargaining Unit Members will make every effort to apply five (5) teacher working days in advance of the intent to use a

personal day. Bargaining Unit Members may roll one (1) personal day over to the following year, for a maximum accumulation of five (5), and must notify the Treasurer's office in writing no later than the last day of the school year. Opting to roll a personal day disqualifies the Bargaining Unit Member from the perfect attendance bonus in Section M (4).

I. Assault Leave

1. A Bargaining Unit Member who is required to be absent due to physical or mental disability resulting from an assault, which occurs in the course of Board employment while on duty on school grounds during school hours or where required to be in attendance at a school-sponsored function, shall receive assault leave. If such leave extends beyond five (5) days, the Bargaining Unit Member may be required to be evaluated by a licensed professional appointed by and paid for by the Board. The Board shall be entitled only to a simple certification of disability as a result of said examination. Upon determination of eligibility by the Board, such leave shall be granted for a period not to exceed one hundred eighty-four (184) school days upon the Bargaining Unit Member's delivering to the Treasurer a signed statement, unless unable to sign, on forms prescribed by the Board of Education and maintained by the Treasurer.
2. Such statements will indicate the nature of the injury, the date of its occurrence, the identity of individual(s) causing the assault, if known, the facts surrounding the assault and the willingness of the Bargaining Unit Member to participate and cooperate with the Board in pursuing legal action against the assailant(s). If medical attention is required, the Bargaining Unit Member shall supply a certificate from a licensed physician stating the nature of the disability and its duration. Need for absence because of assault may also be verified by a Board appointed physician.
3. Full payment for assault leave, less worker's compensation and any other financial remuneration, shall not exceed the Bargaining Unit Member's per diem rate of pay and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer. A Bargaining Unit Member absent from work because of an assault shall not be gainfully employed elsewhere. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under Ohio Revised Code Section 3319.16 Where the assaulted Bargaining Unit Member becomes eligible for benefits under the State Bargaining Unit Members Retirement System because of any disability or because of age, or where the Bargaining Unit Member's employment by this district ceases, this leave provision shall no longer apply.

J. Unpaid Leave of Absence

1. Any Bargaining Unit Member may request on appropriate forms provided for the same, an unpaid leave for reasons not provided under any other method.



2. All requests for such leaves, regardless of the number of days requested, shall be submitted upon appropriate forms to the Superintendent or his/her designee at least ten (10) working days prior to the leave requested, except in case of emergency.
3. The Superintendent shall have the initial authority to grant or deny an unpaid leave of absence upon the request of a Bargaining Unit Member for a period of one (1) to five (5) consecutive working days upon full review of the request and the reasonable exercise of discretionary judgment.
4. All requests for leaves of absence exceeding five (5) consecutive days shall require prior approval of the Board of Education. The Board may in the reasonable exercise of its judgment either grant or deny such request. The Bargaining Unit Member shall notify the Superintendent of his/her intentions to return five (5) days before the leave expires.

K. Family and Medical Leave Act

A Bargaining Unit Member, employed no less than half-time, with at least 12 months of service in the Warren Local Schools shall be granted 12 weeks of unpaid family medical leave (during each fiscal year period) for: 1) the birth and first year care of a child; 2) the adoption or foster placement of a child; 3) the serious illness of a spouse, son, daughter, guardian, parent of the bargaining unit member's family, or any dependent child residing in the bargaining unit member's house; and 4) the bargaining unit member's own serious health condition that keeps the teacher from performing the essential functions of his or her job in accordance with the following specifications:

1. The bargaining unit member shall apply in writing to the Superintendent or his/her designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence if leave request was foreseeable. The written application, requiring Superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and district operations. The Board may require the bargaining unit member to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he or she requests a medical leave. Pursuant to the Act, the employer, at its expense, may require a second medical certification by a medical provider of its choice.
2. While on family medical leave, the bargaining unit member will continue to receive the same group health coverage that he or she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each bargaining unit member had before beginning his or her leave.

3. Serious health condition is defined as an illness, injury, impairment or mental condition that involves a) in-patient care in a hospital, hospice, or residential medical facility; or b) continuing treatment by a health care provider.
4. A teacher on family medical leave shall not be entitled to advancement on the salary schedule for the period of absence.
5. Once the leave is approved by the Superintendent and the Board; it may be altered or cancelled with the approval of the Superintendent, the Board, and the applicant.
6. The taking of intermittent leave or leave on a reduced leave schedule is not permitted.
7. Leave provisions set forth in the FMLA which are also available under this Agreement shall not increase or expand the leaves provided in this Agreement.

L. Professional Leave

1. Application to attend announced professional meetings or workshops or to make school visitations shall be filed with the building principal. Once approved at the building level, requests shall be submitted to the Superintendent for review. Upon approval by the Superintendent, copies of the application form shall be returned to the building principal and the Bargaining Unit Member. Administration shall provide written reasons for denial. If a Bargaining Unit Member's application is denied at the building level, he/she has the right to meet with the Curriculum Director and/or Superintendent to appeal the denial.
2. Any Bargaining Unit Member serving as a coach or advisor will be granted Professional Leave when traveling to school related events with students during the contracted day.

M. Perfect Attendance Incentive

1. In the event a Bargaining Unit member does not use more than the following amounts of sick leave during a school year, he or she shall receive the following incentive payment:

0	days	\$300
1	day	\$270
2	days	\$240
3	days	\$210
4	days	\$180
2. Use of assault leave, military leave, Association Leave, bereavement leave, leave for jury duty, professional leave or donation of a sick leave day to the sick leave

bank shall not disqualify a Bargaining Unit Member from eligibility from this incentive.

3. In the event a Bargaining Unit Member does not use more than the following amount of personal leave during a school year, he or she shall receive the following incentive payment:

\$90 per unused day, up to a maximum of four (4)

4. A Bargaining Unit Member who uses no sick days and no personal days will receive an additional bonus of \$150.
5. Eligible Bargaining Unit Members will receive the incentive pay by the first paycheck in July.

N. Sick Leave Bank

There shall be a sick leave bank as follows:

1. All Bargaining Unit Members who contribute a maximum of one-half (1/2) day of accumulated sick leave a school year may participate in the sick leave bank.
2. Donation of sick leave shall occur on the second payday October, unless a Bargaining Unit Member informs the Sick Leave Bank Committee in writing prior to the first pupil contact day that he/she does not wish to participate. Any bargaining unit member who has no accumulated sick leave on the second payday of the school year will have his or her donated day deducted from accumulated sick leave in the first paycheck issued in January.
3. The Association shall forward to the Treasurer's office by September 30, a list of all Bargaining Unit Members not participating in the sick leave bank.
4. The maximum amount of sick leave available for Bargaining Unit Members in any school year shall be the amount of sick leave donated that year by Bargaining Unit Members. Sick leave days donated during any school year shall not be cumulative and any donated days not used in the year donated will carry over to the following year with a maximum accumulation of 125 days.
5. Sick leave bank days shall not be used to extend the time a Bargaining Unit Member is eligible for disability retirement.
6. The Sick Leave Bank Committee shall be organized and operated in accordance with rules and guidelines established by the Association. The Committee shall receive applications and determine eligibility for participation in the Sick Leave Bank.

O. Catastrophic Sick Leave Bank

1. Bargaining Unit Members who have reached the maximum allowed amount of sick leave days (245) can contribute up to ten (10) days of additional accumulated days over 245 each year.
2. Bargaining unit members who have exhausted all of their sick leave accumulation may request sick leave days from the Bank. The Catastrophic Sick Leave Bank may be used only for catastrophic or debilitating medical conditions, which shall be defined as an individual having reached the pooling point, as defined in the insurance plan document. In the event the Bargaining Unit Member is not insured through Warren Local School District, the member must provide documentation of a catastrophic or debilitating medical condition at the time of application.
3. A committee comprised of the Superintendent or designee, the President of the Association or designee, one (1) building principal chosen by the Superintendent, and one (1) Association member chosen by the Association President, shall administer the Bank. The Committee shall develop the approved form and shall approve applications at its discretion.
4. The committee may authorize Catastrophic Sick Leave in increments of 20 days. Additional increments may be requested.

P. Job Related Injury Leave

A Bargaining Unit member who is injured in the course of his/her employment shall be eligible for Job Related Injury Leave of up to seven (7) days. In the event there is a question of whether the injury was incurred in the course of employment, the Board and Bargaining Unit Member agree to be bound by the final decision of the Bureau of Worker's Compensation. Such leave shall cover time missed from work which is not paid for by Worker's Compensation. Additional Job-Related Injury leave will be granted for any time missed from work to attend hearings or other legal proceedings related to Worker's Compensation claims if the result of the hearing is a finding in favor of the Bargaining Unit Member.

## ARTICLE 20

### CONTRACTS

The Board shall provide each Bargaining Unit Member individually written contracts in keeping with the provisions of the Ohio Revised Code. The provisions of such written contracts shall be enumerated in the subsections of this article:

- A. Any agreement to act as supervisor for extra-curricular activities for which additional compensation is to be paid shall be made by supplemental contract.

- B. Any Bargaining Unit member under contract will have the same assignment for the following year unless notified in writing by the first payroll check in July of a change in assignment. All salary notices will include the building, grade level or subject(s) to be taught, or department(s) in which the services are to be rendered if no classes are taught (such as Guidance). Exceptions are set forth in Article 24.
- C. In consideration of the services rendered by the Bargaining Unit Member, the Board agrees to pay said Bargaining Unit Member a base annual salary as prescribed by the salary schedule of the Warren Local School District, according to degree and years of experience. The initial compensation to be paid under a contract shall be according to the existing salary schedule and that amount shall appear on the contract.
- D. All Bargaining Unit Members who do not qualify for a continuing contract shall receive Limited Contracts as follows:
- a one (1) year contract followed by a one (1) year contract, then;
  - a two (2) year contract, then;
  - a three (3) year contract thereafter.
- The requirement of a two (2) year contract shall be waived for a period of one (1) year when professional improvement is needed as indicated through the evaluation procedure.
- If the two (2) year contract is waived and a one (1) year contract is given, an improvement plan shall be developed for the employee. The next contract offered to such employees shall be for two (2) years.
- E. Whenever a Bargaining Unit Member is absent more than 90 work days during the final year of a limited contract such year will not be counted as a year of service for purposes of application of the contract sequence provisions of Article 20 (D) and if such person returns he/she will be in the last year of his/her limited contract.
- F. A Bargaining Unit Member becomes eligible for a continuing contract by meeting the requirements of O.R.C. 3319.08. The bargaining unit member shall be considered for a continuing contract by making a request to the superintendent by January 15th of the current school year.
- G. Any Bargaining Unit Member who is filling a year-long vacancy shall be given a regular contract. Such contract shall automatically and without any action of the Board expire at the end of the school year.

## ARTICLE 21

### SALARY

#### A. Regular Salaries:

1. The base salary shall be \$34,980 effective June 30, 2019; \$35,855 effective June 30, 2020; \$36,572 effective June 30, 2021. See Appendices A, B, and C for salary index and scale.

The Board shall provide each Bargaining Unit Member an annual salary notice that includes a breakdown of the employee compensation package. The Board shall not be obligated to mail annual salary notices.

2. Bargaining Unit Members shall receive their annual salaries in twenty-four (24) pays by direct deposit, on the 5th and 20th of every month. If a payday falls on a day school is not in session, members shall be paid the preceding business day.

When a Bargaining Unit Member's services are terminated, voluntarily or involuntarily, prior to the end of the contract year, he/she shall be paid all salary due in a lump sum, and all fringe benefits shall terminate effective the day after his/her last day of service. If a Bargaining Unit Member's employment ends, and he/she has completed all required services, the member may elect to: (a) receive the balance of the salary due over the remaining regular pays and maintain all fringe benefits through the last day of the contract; or (b) receive the balance of the salary due in a lump sum on the payroll date after the last day of actual service and thereby terminate all fringe benefits effective the day after the last day of service. Supplemental contracts, at the option of the Bargaining Unit Member, shall be paid as follows: (a) a lump sum at the conclusion of the activity; or (b) biweekly commencing with the start of the activity to the end of the school year. Each Bargaining Unit Member shall notify the Treasurer in writing as to which option he/she has selected at the time he/she signs and returns his/her supplemental contract.

3. A Bargaining Unit Member who is employed by the district with more than 10 years of previous experience shall be initially placed on the salary schedule at step 10, degree status. Upon completion of ten (10) years of service in the Warren Local School District, the Bargaining Unit Member shall be moved to the step on the salary schedule which reflects his/her total years of experience, degree status.
4. All Extra Labor performed by Bargaining Unit Members will be paid twenty-five (\$25) dollars an hour unless otherwise specified in another portion of this contract.

B. Supplemental Salaries

1. The index figures from paragraph three (3) of this section shall be used to determine all supplemental salaries. Index figures shall be applied to the 150 Hours Column of the salary schedule (Step 0).
2. The Board shall have the authority to determine whether any supplemental positions shall be filled and to determine who shall fill any position. New positions may be added by the Board and the index figure set by written agreement between the Warren Local Education Association and the Warren Board of Education.
3. Bargaining Unit Members will have two options in the payment of his or her supplemental contract salary, either a lump sum payment at the conclusion of the supplemental contract or spread pay. The Supplemental salary will be calculated based on the following percentages of step zero (0) of the 150-hour column of the salary schedule:

Position	# of Positions	Index
<b>1. Football</b>		
a. Varsity	1	0.2110
b. Varsity – Coordinators	2	0.1290
c. Varsity Assistant – T1	2	0.1052
d. Varsity Assistant – T2	1	0.0806
e. Varsity Assistant – T3	2	0.06935
f. Freshman	1	0.0806
g. Junior High – Head Coach	1	0.1052
h. Junior High – Assistant	2	0.0565
<b>2. Basketball - Girls &amp; Boys</b>		
a. Varsity	2	0.2110
b. Varsity Asst.	2	0.1052
c. Junior Varsity	2	0.1052
d. Freshman	2	0.0806
e. Junior High		
1. WMS 7th	4	0.0645
2. WMS 8th	4	0.0645
<b>3. Wrestling</b>		
a. Varsity	1	0.1280
b. Varsity Assistant	1	0.0645
c. Junior High	1	0.0468

<b>4. Baseball</b>		
a. Varsity	1	0.1280
b. Varsity Assistant	1	0.0645
c. Junior Varsity	1	0.0645
<b>5. Softball</b>		
a. Varsity	1	0.1280
b. Varsity Asst.	1	0.0645
c. Junior Varsity	1	0.0645
d. Junior High	2	0.0565
<b>6. Soccer – Girls &amp; Boys</b>		
a. Varsity	2	0.1280
b. Assistant/Junior Varsity	4	0.0645
<b>7. Track – Girls &amp; Boys</b>		
a. Varsity	2	0.1280
b. Varsity Assistant	2	0.0645
c. Junior High	2	0.0565
<b>8. Volleyball</b>		
a. Varsity	1	0.1280
b. Varsity Asst.	1	0.0645
c. Junior Varsity	1	0.0645
d. Freshman	1	0.0468
e. Junior High 7/8	2	0.0565
<b>9. Cross Country</b>		
a. Varsity	2	0.1280
b. Junior High	1	0.0468
<b>10. Golf</b>		
a. Varsity	2	0.1280
b. Junior High	1	0.0468
<b>11. Cheerleading</b>		
a. Varsity – Football	1	0.0645
b. Varsity – Basketball	1	0.0645
c. Junior Varsity – Football	1	0.0468
d. Junior Varsity – Basketball	1	0.0468
e. Freshman – Football	1	0.0300



f. Freshman – Basketball	1	0.0300
g. Junior High – Football	1	0.0300
h. Junior High – Basketball	1	0.0300
<b>12. Weight Room Coach</b>	4	0.0468
<b>13. Band</b>		
a. Band Director	1	0.222
b. Assistant Director	2	0.09
c. Associate Director	1	0.059
d. Pep Band	1	0.03
<b>14. Musical/Choral</b>		
a. High School Director	1	0.095
b. Elementary Director	2	0.0193
c. High School Asst. Choral Dir.	1	0.0271
d. Middle School Director	2	0.03
e. High School Handbell	1	0.03
f. Middle School Handbell	1	0.02
<b>15. Webmaster</b>		
a. Webmaster, Master	1	0.09
b. Webmaster, Assistant	1	0.0645
<b>16. Head Teacher</b>		
a. Warren MS	1	0.052
b. Little Hocking	1	0.052
c. Warren Elementary	1	0.052
d. Warren High School	1	0.052
<b>17. Department Chairs</b>		
a. High School	7	0.06
b. Middle School	7	0.05
c. Elementary School	7	0.0433
<b>18. School Improvement</b>		
a. High School	4	0.0433
b. Middle School	4	0.0433
c. Warren Elementary	2	0.0433
<b>19. Building Tech Coordinators</b>		
a. High School	1	0.0433
b. Middle School	2	0.0433

c. Warren Elementary	1	0.0433
d. Little Hocking	1	0.0433
<b>20. MS Outdoor Education</b>		
a. Coordinator	1	0.03
b. Assistant Coordinator	2	0.015
<b>21. Summer School</b>		
a. Coordinator	1	0.085
b. Teacher	Varies	As stated in Article 21, Section 4
<b>22. MS Trip Coordinator</b>		
	1	0.03
<b>23. Student Council</b>		
a. High School	1	0.05
b. Middle School	1	0.03
<b>24. Class Advisors</b>		
a. Senior	2	0.04
b. Junior	2	0.04
c. Sophomore	1	0.03
d. Freshman	1	0.03
<b>25. Yearbook</b>		
a. High School	1	0.05
b. Middle School	1	0.03
c. Elementary School	1	0.03
<b>26. Play Director</b>		
a. High School (per production)	2	0.0404
b. Middle School (per production)	2	0.02
<b>27. National Honor Society</b>		
a. National Honor Society	1	0.035
b. Foreign Language Honor Society	2	0.0193
<b>28. Power of the Pen</b>		
	1	0.0211
<b>29. Spelling Bee Coordinator</b>		
	2	0.0193
<b>30. Science Olympiad</b>		
	6	0.05

<b>31. Mock Trial</b>	3	0.0404
<b>32. Model United Nations</b>	4	0.0211
<b>33. Archery</b>	4	0.0271
<b>34. Gaming Club</b>	2	0.02
<b>35. eSports Team Advisor</b>	2	0.04
<b>36. Student Technical Organization Advisors</b>	4	0.0404
<b>37. Credit Recovery/Digital Instruction Coordinator</b>	1	0.05
<b>38. Book Club Advisor</b>	1	0.02
<b>39. HPAC Advisor</b>	1	0.02
<b>40. ICU Lifeguards</b>	4	0.02

4. Positions for which extended service is normally granted, librarian/media specialist, high school yearbook, speech pathologist, vocational home economics, vocational agriculture, vocational business, occupational work adjustment and guidance counselor, shall be paid at the Bargaining Unit Member's daily rate of pay. The board shall establish the amount of extended service, if any, to be granted each year based upon the needs of the school district.
5. Bargaining Unit Members who participate in Kindergarten Screening will receive their per diem rate of pay. Administration has sole discretion in determining which Bargaining Unit Members participate. Priority will be given to the kindergarten teachers.
6. A written notification including, but not limited to, fund raising expectations, limitations, rules and procedures shall be provided to each individual accepting a supplemental position. This information shall be provided with the supplemental contract.
7. A job description for each supplemental position is on file at the administration office and will be provided to each Bargaining Unit Member receiving a supplemental contract. Changes in job descriptions shall be made through the interim bargaining process.

8. With the exception of spring athletics, Bargaining Unit Members with supplemental contracts shall be notified by May 31st of their reemployment for their current position. Spring athletics positions shall be notified no later than September 30th of their reemployment for that academic year.
9. Supplement leadership positions will not be filled by first-year district employees without superintendent approval.
10. Bargaining Unit Members will receive preference for Academic supplemental positions connected to WLSD courses. However, Assistants/Associates will be selected by the supplemental position director/advisor.

## ARTICLE 22

### INSURANCE PROGRAM

#### A. Medical Insurance

1. The Board shall provide group hospitalization, surgical and major medical insurance coverage.
2. Bargaining Unit Members shall individually have a Preferred Provider (PPO) and the option to elect a High Deductible Health Plan (HDHP) with a Health Savings Account. Effective July 1, 2017 all new hires will only have the option of the High Deductible Health Plan. The Board shall pay eighty percent (80%) of the premium cost for either the PPO plan or the HDHP.
3. PPO plan specifications will include a \$25 per office visit copay and eighty percent (80%) in-network coverage. In-patient admissions and outpatient hospital services will be subject to the deductible and coinsurance. In-network deductibles are \$750/\$1,500. Out-of-network coverage is sixty percent (60%) for covered services. Out-of-network deductibles are \$1,250/\$2,500.
4. The HDHP plan specifications in network will have \$3,000/\$6,000 deductibles for all medical and prescription drug benefits. Once this deductible is met the in-network coverage will be one hundred percent (100%) and include: \$25 Copay for a Physician Office Visit (excluding Preventative Office Visits), \$10/\$20/\$30/25% to \$2,500 Copays on Retail Generic/Brand Formulary/Brand Non Formulary/Specialty Prescriptions, as well as \$20/\$40/\$60/25% to \$2,500 Copays on Mail Order Generic/Brand Formulary/Brand Non Formulary/Specialty Prescriptions. The In-Network Out-of-Pocket Maximum will be \$4,000/\$8,000.

Out-of-network coverage is eighty percent (80%) for covered services. Out-of-network deductibles are \$6,000/\$12,000. Notwithstanding the foregoing, if either of the above HDHP plan deductibles falls below the minimum deductible required

by IRS regulations for HDHP plans, that deductible shall increase to comply with IRS regulations.

If the HDHP plan is chosen, the Board will make deposits into an HSA on behalf of the Participant and the amount of money deposited by the Board will be one amount for single contracts and a separate amount for contracts with dependents. The amount of deposits into the HSA by the District will be 50% of the deductible for single coverage and 50% of the deductible for contracts with dependent coverage. Also, employees will be able to make pre-tax deposits (via the S125 Plan) into the HSA. Beginning in calendar year 2020, the Board's deposits into the HSA will be made as follows: Seventy-Five Percent (75%) of the Board's deposit will be made on the first school day in January and Twenty-Five Percent (25%) of the Board's deposit will be made on the first school day in September. To receive an HSA deposit, a teacher must be currently employed by the Board and in paid status at the time the deposit is made. The Board's deposits into a new teacher's HSA will be made in the same manner beginning with the September deposit. Notwithstanding the foregoing, any teacher who is subject to a RIF under Article 25 will still receive the September HSA deposit following the school year in which they are RIF'd. Further, any teacher who informs the Superintendent of their retirement, in writing, prior to March 1st will still receive the September HSA deposit following the school year in which they retire.

The District will pay the costs of an electronic first stop health care/telemedicine benefit for members on both the PPO and HDHP plans. Applicable deductibles and co-pays will still apply.

Employees electing to waive medical/Rx insurance effective January 1, 2020, January 1, 2021, and January 1, 2022 will receive a taxable compensation incentive of \$1,500 each year. This taxable compensation shall be paid on the second pay in January.

- B. The Board shall provide group term life insurance coverage in the amount of \$30,000. The Board shall pay one hundred percent (100%) of the premium cost.
- C. The Board shall provide family group dental insurance coverage with specifications the same as or better than the plan currently in effect. The Bargaining Unit Member shall pay 20% towards the premium cost.

- D. The Board shall provide prescription drug insurance coverage for the PPO plan with the following or equivalent specifications. These prescription drug benefits are not available for those individuals covered under the HDHP as they are covered under major medical. The Bargaining Unit Member shall pay \$25.00/month towards the premium cost. The Board shall provide an individual card to each employee (two if utilizing the family plan).

Co-pays:       \$10 for generic drugs  
                  \$20 for brand formulary drugs  
                  \$30 for brand non-formulary drugs

A three-month supply of maintenance drugs shall be available for a double copay.

Co-pays:       \$20 for generic drugs  
                  \$40 for brand formulary drugs  
                  \$60 for brand non-formulary drugs

- E. The Board may change insurance providers or self-funding so long as the benefits provided are the same or better than exist under the plans/programs set forth in this article.
- F. If the Board's share of the monthly premium increases by ten (10) percent or more relative to the previous insurance year, the insurance committee must convene to formulate a proposal under which benefits and/or the insurance plan are modified to reduce the Board's cost increase of the insurance renewal to less than ten (10) percent; if the committee's proposal is not ratified/approved by the Warren Local Education Association (WLEA) the excess above ten (10) percent will be paid solely (100%) by the bargaining unit member. If the committee's proposal is ratified/approved by the WLEA but not by the Board, the excess above ten (10) percent will be paid solely (100%) by the Board.

If the Board's share of the monthly premium increase is five (5) percent to seven (7) percent, a bargaining unit member participating in the Board's major medical health plan will receive a premium holiday during the month of December of that plan year. If the Board's share of the monthly premium increase is less than five (5) percent, a bargaining unit member participating in the Board's major medical health plan will receive a premium holiday during the months of December and June of that plan year.

## ARTICLE 23

### SEVERANCE PAY

- A. Bargaining Unit Members who elect to retire and meet the requirements of the State Teacher Retirement System (STRS) or at least twenty (20) years of service for Warren Local Schools and are at least fifty-five (55) years of age shall be paid a lump sum equal to one-fourth (1/4) of the value of the total accrued but unused sick leave credit up to a

maximum of 53.75 days. Unless a Bargaining Unit Member qualifies for the additional payment set forth in paragraph 2 herein, payment for sick leave on this basis shall be considered to eliminate all sick leave accumulated by the Bargaining Unit Member.

- B. Bargaining Unit Members with ten (10) or more years in the Warren Local School District and meeting the requirements set forth in section A above will be eligible and will receive severance pay in addition to the amount set forth in section A. Eligible Bargaining Unit Members shall receive one (1) additional severance day for every four (4) days of unused sick leave remaining after the number of severance days received under section A is subtracted from the total number of sick leave days accumulated prior to any payment of severance. For example, severance pay for the Bargaining Unit Member eligible under this paragraph with 215 days of unused sick leave accumulated at the time of retirement would be paid as follows: (1) he/she would receive 53.75 days of severance under section A; (2) the 53.75 severance days paid under section A would be subtracted from the 215 days of total accumulated sick leave leaving a total of 161.25 days; he/she would then receive severance payment for 1/4 of the remaining accumulated sick leave days or 40.31 days of severance ( $1/4 \times 161.25 = 40.31$  days); the total amount of severance this Bargaining Unit Member would receive would be 94.06 (53.75 days under section A + 40.31 = 94.06 days). Payment for sick leave on this basis shall be considered to eliminate all sick leave accumulated by the Bargaining Unit Member. The provisions of this section (Article 23, Section B) shall not apply to Bargaining Unit Members hired for the first time on or after July 1, 2001.
- C. Only the first 215 days of accumulated sick leave shall be used in computing any severance pay.

## ARTICLE 24

### VACANCIES, TRANSFERS AND PROMOTIONS

- A. DEFINITIONS
1. A transfer shall be any change in a Bargaining Unit Member's school of assignment, grade level, or subject area.
  2. A vacancy shall be defined for purposes of this contract as a situation where a position previously held by an employee is no longer held by that employee or when a new position is created. When course assignments within the high school, middle school or grade level team are realigned by administration or impacted grade levels, grade level bands or subject areas, this shall not create a vacancy. The Superintendent shall determine whether to fill vacancies.
  3. A voluntary transfer shall be any transfer granted to and/or agreed to by the Bargaining Unit Member(s) involved.
  4. An involuntary transfer shall be any transfer made without the agreement or consent of the Bargaining Unit Member(s) involved.

## B. POSTING OF VACANCIES

1. The Board shall post all certified vacancies throughout the school year in each building, as well as by district e-mail, and district website for a period of five (5) work days.
2. Supplemental positions, including, but not limited to those funded by grants, shall be posted.
3. Notice of vacancies occurring in the months of June, July, and August shall be emailed to all Bargaining Unit Members and posted to the district website. Vacancies declared in June, July, and August shall be declared closed five (5) days following the e-mail posting. The posting period during these months may be waived by the Superintendent where, for unusual circumstances, a delay in filling the position reasonably could be expected to have a detrimental effect on the District. Incumbent staff members who express interest in a position shall be given consideration and, if not chosen, shall be so notified.

Each posting will contain the following information:

Certification requirements  
Grade level(s)/subject area(s)  
Building assignments  
Deadline for application  
Salary

## C. FILLING OF VACANCIES

1. Where more than one person including at least one Bargaining Unit Member applies for a vacancy, if the Superintendent in his/her discretion determines that the following factors are equal among all candidates, the most senior Bargaining Unit Member shall receive the job:
  - a. Performance as reflected in evaluations and the Bargaining Unit Member's personnel files.
  - b. Experience and training in a position comparable to the vacant position.
  - c. Teaching and classroom management strengths and weaknesses.
  - d. Previous employment in the Warren Local School District.
  - e. Qualifications of the applicants to perform the duties and responsibilities of the vacant position, including classroom management, knowledge of and education in the area(s) of instruction, and ability to work with parents.
  - f. Number and recency of voluntary position moves by the Bargaining Unit Member(s).



2. Using the foregoing criteria, the Superintendent shall have the right to hire the applicant he/she determines to be the most qualified person for the position.
3. In the event the Superintendent/Board does not award the vacant position to the most senior Bargaining Unit Member, he/she shall be given written specific reasons for the decision. If the most senior Bargaining Unit Member is not chosen for a vacancy, he/she will be given the written notice prior to the successful candidate being notified.
4. In the event one or more positions are eliminated, the least senior person teaching at the affected grade level or department shall be displaced.
5. Vacancies will not be filled during the posting period.

D. INVOLUNTARY TRANSFER

1. A Bargaining Unit Member shall be provided written notice that he/she may be involuntarily transferred. An involuntary transfer or reassignment will be made only after a meeting between the Bargaining Unit Member involved and the Superintendent. The Bargaining Unit Member and the Superintendent may at their option have a representative of their choice present at such meeting. If requested by the Bargaining Unit Member in writing, the Superintendent shall furnish the reason for the transfer or reassignment in writing.
2. An involuntary transfer shall be made only to a vacant position as defined in A.2. in this Article. No Bargaining Unit Member will be subject to an involuntary transfer to create a vacancy.
3. No full-time Bargaining Unit Member shall be involuntarily transferred into a part-time position and no part-time Bargaining Unit Member shall be involuntarily transferred into a full-time position.

E. MISCELLANEOUS

1. In addition to the posting of vacancies, all Bargaining Unit Members will be issued a survey each spring to indicate their preferences for assignment for the next school year. Bargaining Unit Members indicating on this survey the desire for a transfer or change in assignment will be granted a conference with the superintendent to review their request prior to the closing of school.
2. Bargaining Unit Members shall be notified of their building and subject assignment, except in cases of emergency, no later than with the first payroll check issued in July.
3. The Board declares its support of a policy of filling vacancies in supervisory positions from within its own teaching staff, provided, however, nothing herein

shall preclude the Board from determining that the interest of the school system can best be served by actively seeking candidates from outside the district. Vacancies shall be filled on the basis of experience, competency, qualification of applicant, length of service in the District, and other relevant factors.

## ARTICLE 25

### REDUCTIONS IN FORCE

A. When the Board determines that it is necessary to reduce the number of certificated staff positions because of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, suspension of schools, territorial changes affecting the district, or financial reasons, it may make a reasonable reduction. Reductions shall be made by suspension of contracts.

B. Procedure

If it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure of the Agreement. Suspension of contracts shall be recommended by Certification/Licensure area and an order shall be based on the following:

1. First, the Board shall accomplish any necessary reductions in staff through attrition (i.e. retirement, voluntary resignation, etc.), before any suspension of contracts.
2. Second, should it be necessary to suspend contracts to achieve the necessary reduction in staff, limited contract teachers shall be reduced first utilizing the following order:
  - a. Certification/Licensure within the affected teaching field
  - b. Comparable evaluations as defined in this Agreement
  - c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
3. Third, should the necessary reduction of staff exceed the number of limited contract teachers in the affected field, only then shall continuing contract teacher be reduced by utilizing the following order:
  - a. Certification/Licensure within the affected teaching field
  - b. Comparable evaluations as defined in this Agreement
  - c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

4. Using the exclusive criteria in this provision, the District will establish the order in which members' contracts are suspended and will recall members in reverse order.
5. The following summative ratings will be used to determine whether evaluations are comparable for the purpose of a reduction in force: a rating of Accomplished or Skilled is comparable to another Accomplished or Skilled rating; a rating of Developing is comparable to another Developing rating; and a rating of Ineffective is comparable to another Ineffective rating.
6. A Bargaining Unit Member affected by reduction in force may elect to displace a Bargaining Unit Member with a comparable, or lower, final summative rating (as defined above) who holds the lowest position on the seniority list in the affected teaching field as a Bargaining Unit Member affected by the reduction in force. Any such election must be made within five (5) work days of the time when the Bargaining Unit Member is notified that he/she will be affected by a reduction in force. In the event a RIF takes place over the summer, a work day will be considered a day when the administration office is open. To displace a Bargaining Unit Member under this Section, the displacing Bargaining Unit Member must be qualified for the position and must possess a valid certification/license for the position at the time the Bargaining Unit Member is notified that he/she will be affected by a reduction in force. The Superintendent shall determine, in his/her sole discretion, whether the displacing Bargaining Unit Member is qualified for the position. The displaced Bargaining Unit Member shall be placed on the recall list.
7. Notice of recall will be given by Certified Mail to the last address given to the Board by a Bargaining Unit Member. A copy of the notice of recall will be given to the Association. If a Bargaining Unit member fails to respond within ten (10) calendar days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.
8. A Bargaining Unit Member who is laid off will remain on the recall list for twenty-four (24) months after the effective date of his/her layoff unless he/she:
  - a. waives his/her recall rights in writing;
  - b. resigns;
  - c. fails to accept recall to the position he/she held immediately prior to layoff or to a substantially equivalent position; or
  - d. fails to report to work in a position that he/she has accepted within ten (10) calendar days after receipt of the notice of recall unless such employee is sick or injured and notifies the Board, in writing, unless physically impossible, that he/she is unable to report because of the aforementioned condition. Bargaining Unit Members unable to accept recall because of illness/injury will not be considered for recall until the Bargaining Unit Member recovers from such illness or injury and informs the Board in

writing. At that time such Bargaining Unit Member(s) will be again placed on the recall list with the same seniority, less the previous time spent on layoff.

9. If the insurance carrier permits, while on layoff, a Bargaining Unit Member will have the option to remain an active participant in fringe benefit programs by contributing thereto the amount necessary to maintain such fringe benefits.
  10. If a Bargaining Unit Member is offered a position working less time than the position which he or she previously held, the Bargaining Unit Member may refuse or accept such a position without loss of recall rights.
- C. All benefits to which a Bargaining Unit Member was entitled at the time of his/her layoff, including unused accumulated sick leave and credits toward sabbatical eligibility will be restored to him/her upon return to active employment and he/she will be placed on the proper step of the salary schedule for his/her experience and education. A Bargaining Unit Member will not receive increment credits for the time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring continuing contract status.
  - D. No vacancy in a teaching position will be filled by the Board until the procedures set forth in the Article have been complied with. Bargaining Unit Members on the recall list will be recalled to any remaining vacant position(s) for which they are qualified, as evidenced by a valid certificate/license on file with the Ohio Valley Educational Service Center at the time of recall. It is the responsibility of each Bargaining Unit Member to make certain any certificate/license is on file with the Ohio Valley Educational Service Center.
  - E. Nothing in this Article shall limit or impair the Board's authority to terminate a contract pursuant to O.R.C. 3319.11 and Article 23 of this Agreement.
  - F. If a Bargaining Unit Member remains on the payroll for payment for services already rendered, the Board will continue the Bargaining Unit Member's insurance fringe benefit coverage for that period of time, if allowed by the insurance carrier.
  - G. In the event that an Administrator needs to return to a Bargaining Unit position, a position held by a current Bargaining Unit Member shall not be taken by that returning administrator.

## ARTICLE 26

### FORMAL REPRIMAND OF BARGAINING UNIT MEMBER

- A. A formal reprimand of any employee in the Bargaining Unit shall be in writing and shall include the cause/reason for the reprimand and the administrator's suggested remedy. No member of the Bargaining Unit shall be reprimanded without just cause. "Just cause," for

the purpose of this Article, means gross inefficiency or immorality, willful and persistent violations of reasonable rules and regulations of the Board, or for other good cause.

- B. Prior to issuing a formal reprimand a fact finding meeting will take place. The Bargaining Unit Member shall be informed prior to or at the beginning of the meeting that it is a fact finding meeting. Such meeting shall take place within 15 days after the administration receives knowledge of the incident or complaint. Any written reprimand concerning this incident or complaint shall be issued within 5 days of the fact-finding meeting.
- C. A Bargaining Unit Member may have an Association representative of his/her choice in an interview with any supervisor, if the Bargaining Unit Member reasonably believes the interview will result in a formal written reprimand or formal disciplinary action. If the Bargaining Unit Member is unable to secure representation of his/her choice, such meeting shall not continue until the Bargaining Unit Member is given sufficient time to secure representation.
- D. The Board agrees that no Bargaining Unit Member shall be reprimanded in the presence of, or in any communications with, any other Bargaining Unit Member (other than the Bargaining Unit Member's representative), students, or parents of students, or any noncertified employee or any member of the general public.
- E. Bargaining Unit Members shall not reprimand any employee of the Board in the presence of any other Board employee, student, parent of students, or any members of the general public.

## ARTICLE 27

### EVALUATION

The Warren Local School District Teacher Evaluation Policy (the "Policy") is attached to this contract and applies to the Bargaining Unit Members defined on page 2 of the Policy. The evaluation of Bargaining Unit Members who are teachers as defined in the Policy shall follow the Policy.

The evaluation of Bargaining Unit Members who do not fall under the definition of "Teacher" on page 2 of the Policy shall follow the provisions set forth by the Evaluation Committee.

#### A. PURPOSE AND STRUCTURE

- 1. The purpose of Bargaining Unit Member evaluations is:
  - a. To improve instruction
  - b. To support educators and invest in their professional development

2. The evaluation process consists of the following:
  - a. Bargaining Unit Member Performance, and;
  - b. Student Growth, and/or;
  - c. A Locally Determined, Ohio Department of Education approved component

## B. EVALUATION COMMITTEE

The association and the board agree to establish a standing joint evaluation committee for the purpose of establishing the policy, procedures, and processes, including the evaluation instrument, for the evaluation of Bargaining Unit Members in the district and to regularly review the effectiveness of said factors for the evaluation of Bargaining Unit Members in the district.

The committee will collaborate to enhance and improve the evaluation system in order to make any needed recommendations and improvements.

### 1. Committee Composition

- a. The committee shall be comprised of 8 Association Members appointed by the WLEA president/designee and up to 6 administration members appointed by the board or its designee. In addition, each party may appoint up to one ad-hoc non-voting member to assist and/or attend committee meetings.
- b. Committee members shall serve staggered terms of not more than 3 years.
- c. An attempt shall be made to include committee members' representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the district.

### 2. Committee Operation

- a. A committee member from the association and a committee member appointed by the board shall chair the committee jointly.
- b. Members of the committee shall receive training in all aspects of OTES, the state adopted evaluation framework, the standards for the teaching profession, teacher of record, shared attribution, and teacher-student data linkage prior to service on the committee. Additionally, members of the committee shall receive training on the writing of student learning objectives (SLOs), value-added (including, but not limited to, ODE SGM trainings, teacher of record, shared attribution and teacher-student data linkage) prior to beginning their work, and any other training that may become necessary for the committee. (For example: when the district approves a new vendor assessment, all committee members and the bargaining unit shall be trained on the new system and SGM application). The cost, if any, shall be borne by the board.

- c. The committee shall establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks. Each year, the committee will set meeting dates by the first of September.
- d. One task of the committee shall be to determine those conditions that would likely have an adverse impact on student growth measures (SGM), such as threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments/transfers, implementation of Common Core State Standards, student attendance, job sharing, co-teaching, etc. The committee will make recommendations as to how these conditions could be addressed.
- e. The co-chairpersons of the committee shall develop committee agendas jointly.
- f. All decisions of the committee shall be achieved by consensus.
- g. Members of the committee shall receive release time for committee work and training.
- h. Minutes of meetings shall be distributed to committee members, association President, and district Superintendent within 5 days following meetings of the committee.

3. Compensation

Any committee work performed outside of the contractual work day shall be paid at a rate of \$50/hour.

4. Secretarial Support

The district shall provide secretarial support and assistance to the committee.

5. Adoption and Revision of the Evaluation Policy

- a. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the board and the association.
- b. Recommendations for any needed modifications to the evaluation process, including the corresponding evaluation instrument, will be made with sufficient time prior to the beginning of the school year to allow for the implementation of any changes.
- c. In the event of legislative or policy action by the Ohio General Assembly or Ohio Department of Education that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

C. ORIENTATION

1. Not later than September 15 of each year or in the case of a new Bargaining Unit Member, within thirty (30) days of the first day worked, each Bargaining Unit Member, shall be notified in writing of the name and position of his or her evaluator and the Bargaining Unit Member's Student Growth Measure(s) (SGMs).
2. A Bargaining Unit Member, newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be with two (2) weeks of the first day in a new assignment.

D. EVALUATOR

A member shall initially be evaluated by his/her immediate supervisor who holds an administrator's license and is a full-time credentialed contracted employee of the district. A member serving more than one (1) school shall be evaluated by only one supervisor. An evaluator must complete state-sponsored evaluation training and is required to pass the credentialing assessment.

E. BARGAINING UNIT MEMBER PERFORMANCE

1. Within the first sixty (60) calendar days of the adopted school-calendar year, a group conference shall be held between the evaluator and the members being evaluated to explain the evaluation process. Bargaining Unit Members that are employed during the course of the school-calendar year shall have their meeting within the first thirty (30) days following employment.
2. The evaluation process consists of the following cycles:
  - a. First Cycle:
    - 1) Professional Growth Plan or Improvement Plan (Ohio Teacher Evaluation System Professional Growth Plan Document - Attachment \_\_\_\_\_)
    - 2) Evidence Gathering  
Walk-Through(s)  
Pre-Conference  
Formal Observation of at least 30 minutes
    - 3) Post-Conference occurring within 10 bargaining unit member work days after the formal observation (summation of all evaluation evidence)



- b. Second Cycle:
  - 1) Evidence Gathering
    - Walk-Through(s)
    - Optional Pre-Conference
    - Formal Observation of at least 30 minutes
  - 2) Post-Conference occurring within 10 bargaining unit member work days after the formal observation (summation of all evaluation evidence)
3. Walkthroughs

A walkthrough should last approximately 10-15 minutes. It is a formative assessment process that may gather evidence on any component of the Standards for Ohio Educators and rubrics approved for Bargaining Unit Member, evaluation.
4. Unless mutually agreed upon by the evaluator and the Bargaining Unit Member:
  - a. There shall be at least three (3) weeks between formal observations.
  - b. Bargaining Unit Members, shall not receive a formal observation on a day before or after the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence of three (3) or more days.
  - c. Entry-level Bargaining Unit Members, shall not have a formal observation in the first six (6) weeks of employment.
  - d. The first cycle shall be completed by the end of the first semester.
5. The evaluations shall be completed not later than the first day of May, and the Bargaining Unit Member being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.
6. If the Board has entered into a limited contract or extended limited contract with a Bargaining Unit Member pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a Bargaining Unit Member pursuant to division (B), (C) (3), (D), or (E) of that section.
7. After the first formal observation, notification of a formal observation for evaluation purposes shall be given no later than the beginning of the school day on which the observation will occur.

8. Bargaining Unit Members shall be provided with documentation of evidence of any formal observation evaluation report within five (5) days after the Post-Conference.
9. Bargaining Unit Members may be evaluated less than once annually, as set forth in Ohio Revised Code. The Evaluation Committee shall recommend policies and any revisions as needed.
10. A Bargaining Unit Member may request a formal observation at any time in addition to those required by this procedure, by either the same or a different evaluator mutually agreed upon by the Superintendent and the member.
11. If a formal observation disrupts the classroom learning environment, the Bargaining Unit Member may request a replacement formal observation.
12. The evaluator shall, upon request, provide the Bargaining Unit Member with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.
13. Any evaluation timeline which cannot be met due to the closing of schools or unavailability of a necessary party due to circumstances beyond the control of that party (such as illness or family emergency) shall be extended by the number of days the parties were unavailable.
14. Criteria for Performance Assessment
  - a. Bargaining Unit Member performance assessments shall be based on evidence. Evidence includes that which is provided by the Bargaining Unit Member and that which is gathered in formal observations of the Bargaining Unit Member by the Bargaining Unit Member's assigned evaluator and the walkthroughs that are set forth in this agreement.
  - b. A Bargaining Unit Member may provide evidence to the credentialed evaluator, which must be taken into consideration by the evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples at the post observation conference.
  - c. No hearsay, unsubstantiated, misleading, inaccurate, untimely, or undocumented information may become part of a Bargaining Unit Member's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.
  - d. In implementing performance assessments, the district shall conduct all assessments so as to observe the legal and constitutional rights of teachers. All monitoring or observation of the work performance of a Bargaining Unit Member shall be conducted openly and with full knowledge of the

Bargaining Unit Member. No Bargaining Unit Member performance information shall be collected by video or audio devices, unless the Bargaining Unit Member agrees. If it is collected electronically, a printed copy of the information will be provided to the Bargaining Unit Member upon request. The tools utilized to collect evidence will be selected from the Ohio Teacher Evaluation System Model and Resources or those developed locally.

F. PROFESSIONAL SUPPORT PLAN

1. The evaluator and Bargaining Unit Member may develop a Professional Support Plan for area(s) in which the Bargaining Unit Member has opportunities for growth and such plan shall be reduced to writing and provided to the Bargaining Unit Member. The plan may be initiated by either the evaluator or the Bargaining Unit Member. It will detail the desired level of performance, resources and assistance available, and timelines in which to accomplish the goal(s) set forth in the plan.
2. The administrator shall develop a professional support plan with the Bargaining Unit Member if requested by the Bargaining Unit Member.

G. STUDENT GROWTH MEASURES (SGMs)

1. The annual final summative rating of teacher effectiveness shall utilize SGM data from the previous year for all teachers (Value-Added, Vendor Assessments, and SLOs), in conjunction with the teacher performance rating from the current year.
2. The Value-Added progress dimension established under section 3302.021 of the Ohio Revised Code, or an alternative student academic progress measure, if adopted by the State Board of Education, shall be used in the SGM portion of an evaluation in proportion to the part of the teacher's schedule of courses or subjects for which the Value-Added progress dimension is applicable.
3. When utilizing Student Learning Objectives (SLOs) to construct SGMs, they shall be derived through a pre- and post-assessment process. The teacher shall submit the completed SLO template for approval of the SLO by the deadline established annually by the SLO committee.
  - a. The SLO committee shall review and approve all submitted SLOs by dates established annually as established by the SLO Committee. Once an SLO is approved by the committee, it will be used as the data for student growth for that teacher.
  - b. Any SLO that is rejected by the SLO committee shall be returned to the teacher/group with specific designation of deficiencies with a timeline of 10 days for the re-submittal of the corrected SLO.

4. Teachers shall submit all SLO results to his/her evaluator by a date determined by the Evaluation Committee.
5. Each teacher shall have the opportunity to review the students for whom they are identified as teacher of record and the attendance of students, as it relates to the SGM rating, prior to the district verifying the teacher's data and SGM rating in order to ensure accuracy in reporting. If the teacher believes either the teacher of record designation or the underlying student information is inaccurate, s/he shall notify the appropriate administrator as soon as possible.
6. Teachers whose schedules are comprised of a combination of Value-Added and other SGMs shall have the opportunity to review the percentage of value-added measures, vendor assessments and/or SLOs the teacher teaches proportionate to his/her individual schedule.
7. Teachers whose schedules require them to administer Vendor Assessments only or develop SLOs shall receive notice of the SGM results for vendor assessments, the numerical ratings for the SLO and how the results were calculated in writing prior to them being reported, as may be statutorily required. If the teacher believes the SGM result is inaccurate, s/he shall notify the superintendent or his/her designee within ten (10) calendar days of the date of the notice.
8. If inaccurate SGM data has been reported the administration shall remedy the error by reporting the correct information. If the administration is unable to report the correct information the teacher shall not have the SGM data count towards their final summative rating and the SGM data shall not be used against them in any type of job action.
9. If requested, the teacher will be provided documents that show the above information.

#### H. PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

1. In the event that a Bargaining Unit Member and evaluator are unable to agree on the evaluator's expectations for the professional growth or improvement plan, the Bargaining Unit Member may request a mutually agreed upon district educator to facilitate further discussion between the Bargaining Unit Member and the evaluator.
2. Professional growth and improvement plans, as defined in the Policy in Appendix D, for a school year shall be developed not later than the end of September.
3. Professional growth and improvement plans shall describe the specific performance expectations, resources and assistance to be provided.

4. The Board shall provide for professional development and for the allocation of financial resources to accelerate and continue Bargaining Unit Member growth and improvement and to provide support to poorly performing Bargaining Unit Member as set forth in this agreement and as provided by the superintendent.
5. For the purpose of this agreement, improvement plans shall be based on the overall student growth measure level, and not for individual subjects or classes taught.
6. A Bargaining Unit Member coming from another school district or state shall not be placed on an improvement plan in their first year.
7. A first year Bargaining Unit Member shall not be placed on an improvement plan.

#### I. FINALIZATION OF EVALUATION

1. Each evaluation will result in an effectiveness rating for Bargaining Unit Members who meet the criteria for “teacher” (see Policy). The effectiveness rating is based on the following categories, percentages of which shall be determined through the Evaluation Committee process: teacher performance, student growth, and/or a locally determined, ODE-approved component. These components will be combined to form the Final Summative Rating.
2. Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator before May 1.
3. The annual final summative rating of teacher effectiveness shall utilize SGM data from the previous year for all teachers (Value-Added, Vendor Assessments, and/or SLOs), in conjunction with the teacher performance rating from the current year. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated, as well as opportunities for refinement and reinforcement. The evaluator shall note evidence of all the data used to support the conclusions reached in the formal evaluation report. The Final Summative Report shall be signed by the evaluator, and be signed by the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.
4. The Bargaining Unit Member shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the Bargaining Unit Member's personnel file. A copy, signed by both parties, shall be provided to the Bargaining Unit Member.
5. The only Bargaining Unit Member evaluation information provided to the ODE by the district shall be found in O.R.C. 3319.111(G). The Evaluation Committee

shall discuss the use of eTPES annually, and may explore other options for recording evaluation data.

#### J. DUE PROCESS

1. Bargaining Unit Members who disagree with the rating of performance and/or the summative evaluation rating shall be allowed to request a different credentialed evaluator for the following year; and such request shall be honored by the district to the greatest extent possible. In extreme cases, the Superintendent may assign a different evaluator.
2. A Bargaining Unit Member shall be entitled to have an Association Representative accompany them to any conference/meeting held during this procedure. The Bargaining Unit Member shall notify the evaluator prior to the conference/meeting.
3. If an employee believes the evaluator has violated the procedure established in this Article or that the evaluator's judgment or conclusion is arbitrary, capricious, or unreasonable, the employee may file a grievance as defined in Article II.
4. Failure by the district to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require continued employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

#### K. PERSONNEL ACTION REQUIREMENTS

1. The consideration of the student growth portion of the teacher evaluation must consist of a minimum of three consecutive years of SGM data for employment decisions. The SGM data must be gathered using a similar tool.
2. Seniority shall not be a basis for making retention and promotion decisions, except when making a decision between teachers who have comparable evaluations.

#### L. COMPARABLE EVALUATIONS

For the duration of this contract, all Bargaining Unit Members who receive a rating of developing, skilled or accomplished will be considered to have "comparable" evaluations.

#### M. REMOVAL OF POORLY PERFORMING TEACHERS

The Board will comply with ORC 3319.58 in removing poorly-performing teachers. A "poorly-performing teacher" is 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, and who takes the written examinations 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.

## ARTICLE 28

### NON-RENEWAL OF LIMITED TEACHING CONTRACTS

A.

1. If the Superintendent intends to recommend the non-renewal of a limited teaching contract, the Bargaining Unit Member in question shall be given the reason(s) for such a recommendation at least two (2) work days prior to the Board taking action on the Bargaining Unit Member's contract. The Superintendent shall put the reason(s) for his recommendation in writing. The Bargaining Unit Member may be accompanied by a representative of his/her choice (but not someone who is a member of a union other than OEA/NEA) at the time the Superintendent submits the reason(s).
2. Prior to official Board action, Bargaining Unit Members whose limited teaching contracts are subject to renewal shall be notified in writing at least two (2) work days in advance of the date when the Board intends to act on the Superintendent's recommendation.
3. If the Board does not renew a limited teaching contract which has been recommended for renewal by the Superintendent, the Board shall give the Bargaining Unit Member the written reason(s) for such action in executive session and the Bargaining Unit Member may be accompanied by a representative of his/her choice, but not someone who is a member of a union other than OEA/NEA.
4. If the Bargaining Unit Member referred to in paragraph three (3) is not present at the Board meeting when official action is taken to nonrenew the limited teaching contract, the Bargaining Unit Member shall, upon request, be given the reason(s) for the Board's action in executive session not later than the next regular Board meeting. If the Bargaining Unit Member does not attend that meeting, there shall be no further requirement of the Board to state its reason(s).

B. The Board may non-renew a Bargaining Unit Member's contract for "just cause." "Just cause," for the purposes of this Article, means gross inefficiency or immorality, willful and persistent violations of reasonable rules and regulations of the Board, or for other good cause.

- C. Bargaining Unit Members in their first two (2) one-year limited contracts, or extended one year limited contract, as provided in Article 20 (d) may be non-renewed without just cause. A Bargaining Unit Member whose contract is going to be non-renewed under this subsection shall receive written notice at least two (2) days prior to the Board taking action.
- D. The limited contract of any Bargaining Unit Member may be terminated during its term for just cause as provided in O.R.C. 3319.16.
- E. This article does not apply to nonrenewal of contracts for the purpose of achieving a reduction in force, as provided for in Article 25.
- F. Supplemental contracts are exempt from the provisions of this Article.
- G. When the Board determines that uncertainty regarding staffing needs in the district so requires, it may suspend the contracts of Bargaining Unit Members employed under either the first or second one (1) year limited contract rather than non-renewing such person's contract. A person suspended under this subsection shall be recalled if the Board and/or Superintendent determine that a vacancy exists for which the person is qualified. A Bargaining Unit Member suspended under this subsection shall have recall rights for 24 months. Nothing herein shall restrict the right of the Board to non-renew the contract of a Bargaining Unit Member employed under the first or second one (1)-year limited contract.

## ARTICLE 29

### BOARD PICKUP OF EMPLOYEE CONTRIBUTIONS TO STRS/SERS

- A. For purposes of this Article, total annual salary per pay period for each Bargaining Unit Member shall be the salary otherwise payable under this Agreement and their contracts. The total annual salary per pay period of each Bargaining Unit Member shall be payable by the Board in two parts: (1) deferred annual salary and (2) cash salary. A Bargaining Unit Member's deferred annual salary shall be equal to that percentage of said Bargaining Unit Member's total annual salary or salary per pay period which is required from time to time by State Teachers Retirement System (STRS/SERS) to be paid as an employee contribution by said Bargaining Unit Member and shall be paid by the Board to STRS/SERS on behalf of said Bargaining Unit Member as a "pickup" of the STRS/SERS employee contribution otherwise payable by said Bargaining Unit Member. A Bargaining Unit Member's cash salary shall be equal to said Bargaining Unit Member's total annual salary or salary per pay period less the amount of the pickup for said Bargaining Unit Member and shall be payable, subject to the applicable payroll deductions, to said Bargaining Unit Member.
- B. The Board's total combined expenditures for Bargaining Unit Member's total annual salaries otherwise payable under their contracts and applicable Board policies, including



pickup amounts and its employer contributions to STRS/SERS, shall not be greater than the amounts it would have paid for those items had this Article not been in effect.

- C. The Board shall compute and remit its employer contributions to STRS/SERS based upon total annual salary, including the “pickup”. The Board shall report for federal and Ohio income tax purposes as an employee’s gross income said employee’s total salary less the amount of the “pickup.” The Board shall report for municipal income tax purposes as a Bargaining Unit Member’s gross income said Bargaining Unit Member’s total annual salary, including the amount of the “pickup.” The Board shall compute income tax withholding based upon the gross income as reported to the respective taxing authorities.
- D. The “pickup” provided for in paragraphs A-C of this Article shall be included in the Bargaining Unit Member’s total annual salary for the purpose of computing daily rate of pay, for determining paid salary, adjustments to be made due to absence, or any other similar purpose.
- E. Notwithstanding the foregoing provisions, the Board, without reducing the Bargaining Unit Members’ salary, shall pay 5% of the Bargaining Unit Members’ retirement contribution to the State Teachers Retirement System/State Employees Retirement System. The pickup provided for in this subsection shall be included in the Bargaining Unit Members’ total annual salary for the purpose of determining salary for STRS/SERS purposes.

## ARTICLE 30

### WAIVER OF NEGOTIATIONS

- A. The Board and the Association acknowledge that during negotiations resulting in this Contract, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this Contract was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association agree that neither party shall be obligated to bargain any subject or matter specifically referred to or covered in this Contract.
- B. In the event that the Board is required to bargain changes in the wages, hours, or other terms and conditions of employment for the Bargaining Unit Members, the Board will give notice of such implementation to the Association. The Board, or if authorized by the WLEA Executive Committee, the Association may, within twenty (20) calendar days, submit a written demand to bargain the effects of the implementation of the wages, hours, or other terms and conditions of employment for members of the Bargaining Unit. If such demand is made, the parties will engage in good faith bargaining for a period of not less than thirty (30) calendar days or until resolution is reached, whichever occurs first. Bargaining shall be conducted by the interim bargaining council (“IBC”) which shall consist of six (6) members; three (3) members appointed by the Board and three (3) members appointed by the Association.

- C. If the bargaining teams have not reached agreement by the end of the thirty (30) day bargaining period, the parties will engage in mediation for a period of not less than an additional thirty (30) days or until resolution is reached, whichever occurs first. The mediator will be an agreed to member of the Federal Mediation and Conciliation Service. In the event the parties are unable to agree on a mediator, a mediator will be assigned by the Federal Mediation and Conciliation Service.
- D. Any bargaining during the duration of this contract, except the bargaining for a successor contract, shall be through the IBC. A majority of the IBC shall be required for approval of an addendum to this contract.
- E. If the parties have not reached agreement by the end of the mediation period, either the Board or the Association may, through their respective representatives on the IBC declare impasse. In the event of an impasse, the Board may implement its last position of changes in the wages, hours or other terms and conditions of employment as required. Adoption of the last position shall be an addendum to the contract.

## ARTICLE 31

### SENIORITY

#### A. DEFINITIONS

- 1. “Seniority” shall be defined as the total number of years or fractions thereof of a Bargaining Unit Member’s total continuous service in the district.
- 2. “Continuous service” shall be continuous employment in a position that is a part of the bargaining unit.

#### B. COMPUTING SENIORITY

- 1. Seniority shall be computed from the Bargaining Unit Member’s most recent date of continuous hire and shall begin to accrue as of his/her first day of actual service. If two or more Bargaining Unit Members have the same length of continuous service, then seniority shall be determined by lottery.
- 2. Seniority shall continue to accrue during the following:
  - a. Absences while on an approved paid leave;
  - b. Military Leave;
  - c. A resignation or non-renewal where the Bargaining Unit Member is reemployed or reinstated and returns to work the following school year;
  - d. Layoff;
  - e. A dismissal for just cause in which the Bargaining Unit Member is reinstated.

3. Seniority shall be maintained, but shall not accrue during approved unpaid leaves of absence or employment by the Board in a position which is not in bargaining unit. For periods where seniority does not accrue, the seniority date of the employee will be adjusted accordingly.
4. Seniority shall be broken by the following:
  - a. Retirement, except according to Article 40
  - b. Resignation, except according to B.2.c
  - c. Non-renewal, except according to B.2.c
  - d. Discharge for just cause, except according to B.2.e

C. SENIORITY LIST

On or about September 30 of each school year, the Superintendent shall provide the Association with a list showing the seniority of each Bargaining Unit Member and of each other employee who is entitled to a continuing teaching contract. The list shall contain a notation of whether the employee is on a continuing or a limited contract, certification, licensure, classification, hire date, and adjusted seniority date (including adjustments for leave).

**ARTICLE 32**

**BUILDING ACCESS**

- A. All Bargaining Unit Members shall be provided access to a key or keys which access the room(s) in which they work. These areas include classrooms, offices, workrooms, and other facilities in which the Bargaining Unit Member conducts business on a regular basis.
- B. No Bargaining Unit Member shall be compelled to accept a key to any Board owned facility, nor by having such a key, shall any Bargaining Unit Member be required to work on any day which is not a contracted work day, nor beyond the number of hours in any day for which that Bargaining Unit Member is contracted to work.

**ARTICLE 33**

**PART-TIME BARGAINING UNIT MEMBERS**

- A. Definition

Part-time Bargaining Unit Members are those individuals who are employed by the Board to work less than the 7 1/2 hour day 184 days per school year as is set forth in Article 21 of this Agreement.

- B. Compensation

A part-time Bargaining Unit Member shall be paid a fraction of the fulltime salary to which he/she would be entitled as a full-time employee. This fraction shall be equal to the fraction of a full-time work load, based on 1,380 hours per year (7.5 hours x 184 days) which he/she is contracted to work. For example, if a teacher is employed to work half-time, he/she would be paid .5 times his/her salary as set forth on the salary schedule.

- C. Original placement on the salary schedule for part-time employees new to the Warren Local School District will be based upon the number of years of experience afforded under Ohio Revised Code Section 3317.13.

After each contracted year of employment served part-time employees shall receive one (1) year of service credit for purposes of placement on the salary schedule. In order to qualify for the full increment, the part-time employee must work his/her pro-rated portion for the school year (in this subsection “school year” shall mean 120 or more work days) or work full-time for at least 92 school days. For example, a .5 teacher who works .5 time for 120 or more school days will receive a full year’s credit for purposes of placement on the salary schedule.

Compensation for part-time employees shall always be pro-rated in accordance with the percentage of full-time work performed (see paragraph B herein). Thus, a part-time employee who qualifies under this article for an additional year of service credit for purposes of placement on the salary schedule, the next year shall be placed at the next step on the salary schedule and have his/her salary pro-rated. For example, a .5 employee who works more than 120 school days at .5 of full-time during a school year shall for the subsequent school year be placed at the next step on the salary schedule and receive .5 of that salary.

- D. Working Conditions

A part-time Bargaining Unit Member shall have preparation time in proportion to that provided a full-time Bargaining Unit Member. Proration of planning time shall be based upon multiplication of the amount of planning time for a full-time teacher by the percentage of full-time employment worked by the Bargaining Unit Member. Therefore, for example, a Bargaining Unit Member employed 2/3 time shall be provided 2/3 of the amount of preparation time due a full-time employee. It is the intent of the parties that there shall be flexibility in the scheduling of a part-time Bargaining Unit Member’s preparation time.

A part-time Bargaining Unit Member shall have a total class load proportional to the amount of time he/she is employed. This prorated class load may be distributed in a way which best fits the particular situation but may not exceed the fraction of a full-time load for which the Bargaining Unit Member is employed without compensation as provided in Article 12 of the Agreement. Therefore, for example, a 1/5 time Bargaining Unit Member could be assigned a full class load 1 day out of every five, or 1/5 of a class load every day or any other combination which is mathematically equivalent to 1/5 of the fulltime

student load. Part-time Bargaining Unit Members with class overloads shall be compensated according to the formulas in Article 12 (Class Size). When using the formulas for part-time employees the words “annual salary” shall be interpreted to mean the annual salary the Bargaining Unit Member would receive if he/she were a full-time employee.

E. Benefits

A part-time Bargaining Unit Member shall have his/her health insurance premium prorated in accordance with the percentage of time he/she is contracted to work. For example, the Board will pay one-half its premium payment for a half-time Bargaining Unit Member and the Bargaining Unit member shall pay the remaining amount. Thus, if the Board pays 80% of the health insurance premium for a full-time employee, it will pay  $.5 \times 80\%$  or 40% of the premium for a half-time Bargaining Unit Member. Bargaining Unit Members employed by the Board during the 1993-94 school year shall be grandfathered in to this subsection.

Part-time Bargaining Unit members shall be eligible for all leave in accordance with Article 19 of this Agreement except as listed below.

Sick leave shall be prorated in accordance with the amount of time a Bargaining Unit member is contracted to work. For example, a half-time Bargaining Unit member shall receive  $.5 \times 112.5$  hours (7.5 hours per day  $\times$  15 days per school year) or 56.25 hours of sick leave each school year.

Personal leave shall be prorated in the same manner as sick leave. For example, a half-time Bargaining Unit Member shall receive  $.5 \times 30$  hours (7.5 hours  $\times$  4 days per school year) or 15 hours of personal leave each school year.

Bereavement leave shall also be prorated in the same manner.

- F. Beginning with the 2007-2008 school year, a part-time Bargaining Unit Member who works .5 time or less will accrue .5 years seniority for each year worked. A part-time Bargaining Unit Member that works more than .5 time will accrue a full year of seniority.

## ARTICLE 34

### HEALTH AND SAFETY PROVISIONS

- A. If the Association and/or a Bargaining Unit Member has a concern or complaint it and/or he/she believes to be a violation of Ohio’s O.S.H.A. laws and regulations, the concern or complaint shall be communicated to the building principal or Superintendent. Concern/complaints shall be investigated by a qualified professional within 5 business days. It is the intent of the parties that before a complaint or charge is filed with government O.S.H.A. officials, the school district will be given a reasonable opportunity to undertake corrective action.

- B. When a complaint or concern has been communicated to the Administration, it will reply to the Bargaining Unit Member and/or Association in writing within 60 days, stating what action, if any, is to be taken to correct the violation.
- C. Bargaining Unit Members will not be required to work in conditions deemed in violation of O.S.H.A. and/or E.P.A. regulations, or direct other employees to do so.
- D. Reprisals for reporting unsafe conditions or for refusing to work in unsafe conditions are prohibited.
- E. Bargaining Unit Members, with the exception of the School Nurse, shall not be required to dispense student medication or be custodians of student medication.
- F. Bargaining Unit Members will be covered at 100% of the cost for job-related Hepatitis B vaccinations.
- G. Bargaining Unit Members shall not be required to perform duties such as cleaning restrooms, cleaning up bodily fluids or other janitorial work.

## **ARTICLE 35**

### **CRIMINAL RECORDS CHECK**

- A. In the event a person new to the district is employed by the Board before the results of a criminal records check have been received by the Board and the records check establishes that the person has a conviction that under Ohio's criminal records statute disqualifies him/her from employment, the person's employment will be void and automatically end without the necessity of action by the Board.
- B. Candidates for employment are responsible for the costs associated with the initial required BCII/ and FBI background checks.
- C. If the member chooses to have their fingerprints taken at the Board Office, the cost of BCII and/or FBI background checks required by the State of Ohio shall be paid by the Board.

## **ARTICLE 36**

### **SPECIAL EDUCATION**

The following shall apply to Bargaining Unit Members serving students on individual education plans (IEP's):

- A. Bargaining Unit Members involved with the delivery of education to a special needs student will be afforded the opportunity to participate in the preparation of an IEP Plan

for that student. Each IEP team member has the right to give an opinion on what support services, devices, adaptations, aides, and resource materials are needed for a child with special needs to succeed.

- B. If the placement of any student into a regular classroom setting significantly disrupts the education of the other students or the teacher has a reasonable basis to believe that a student's current IEP is not meeting the student's unique needs, he/she may request that the local district coordinator review the concern, identify needed action, if any, and/or reconvene the IEP team. The Bargaining Unit Member, however, must have already sought the assistance of his/her principal.
- C. A list of special needs students by name, by grade, and by primary disabling condition/accommodations for each district building will be available to affected Bargaining Unit Members from the building principal or his/her designee at the start of the school year. Affected Bargaining Unit Members will be offered an orientation for disabling conditions.
- D. Each year, the Board shall make available professional development for regular and special education teachers who are providing service to integrated, included, mainstreamed or resource room students.
- E. No Bargaining Unit Member shall be required to perform any medical procedure that requires specialized skills. No regular education Bargaining Unit Member shall be required to perform individual hygiene procedures.
- F. No Bargaining Unit Member shall be required to routinely administer medication. Bargaining Unit Members assigned a special needs student may be required to administer medication on an emergency basis. If the teacher voluntarily agrees to perform any such assistance, then he/she shall be considered to be acting in accordance with Board Policy.
- G. Notwithstanding the provisions of subparagraphs F & G, a Bargaining Unit Member may perform such functions that are related to his/her area of certification to the extent allowed by federal and state law.

Support services identified in the IEP (e.g. classroom aides) will be provided to meet the identified needs of the child in the regular classroom. All necessary resources and materials as determined by the IEP team shall be provided to the educator.

- H. Bargaining Unit Members shall be given the opportunity to provide input into the hiring decision for aides that will be working in their classrooms. Bargaining Unit Members shall have input in the evaluation of an educational aide working in their classroom. Such input shall be taken into consideration by the administration in completing the aide's formal evaluation.
- I. A Bargaining Unit Member shall have the opportunity to give input prior to application to the state for any waiver that affects him/her.

## ARTICLE 37

### INTERVIEWING AND HIRING

The parties believe that the best educational environment exists within a framework of cooperation and collaboration among staff members. It is the further belief that those persons with the most familiarity of a particular position, as well as those persons who work most closely with the person in that position, have a valuable insight into which candidate might best add to the educational climate by filling said vacant position. In light of these beliefs the parties agree that:

- A. All formal interviews for new certified staff members shall be conducted by an Interview Team. It will be the responsibility of the Superintendent or designee to assemble Bargaining Unit Members for the Interview Team. This will provide the opportunity for the Interview Team to consist of administrators and a minimum of two (2) Bargaining Unit Members.
- B. At the conclusion of each set of interviews, the Interview Team shall make its recommendations for hiring based upon the interview process.
- C. This article excludes interviewing for Superintendent or Treasurer and is recommended but optional for other administrative positions.

## ARTICLE 38

### EXTRACURRICULAR ACTIVITY ADMISSION

- A. Bargaining Unit Members and their spouse will be admitted free of charge to all extracurricular events held in the Warren Local School district. To obtain free admission, Bargaining Unit Members will be required to obtain a pass for their spouse each year prior to September 1<sup>st</sup>. This includes, but is not limited to, athletic competitions, concerts, plays, art shows and academic competitions. This article is to apply to all events at which the admission price goes into any Board fund to be utilized within the Warren Local School District by any party affiliated with the Board.
- B. Excluded from this provision are events which are held in Board owned facilities but at which the price of admission is collected by an agency which is not the Board, any athletic or parent booster group, or any school sponsored club or group. This exception is meant to apply only to activities such as regional or state competitions at which an outside agent receives the profits, or to situations where the Board has rented or leased its facilities to an outside agent.



## ARTICLE 39

### COMPLAINTS AGAINST BARGAINING UNIT MEMBERS

The following procedures are to ensure that a citizen's complaint is given respectful attention, that the integrity of the educational program is upheld and that the bargaining unit member's rights are protected. Complaints about bargaining unit members will be investigated fully and fairly; however, before any such complaint is investigated, it must be submitted in writing and signed. Bargaining Unit Members shall receive a copy of any written complaint. Charges or complaints that are made anonymously shall be disregarded.

- A. The matter must initially be addressed to the concerned staff member who shall discuss it promptly with the complainant and attempt to resolve the complaint by providing a reasoned explanation or taking appropriate action within his/her authority and District administrative guidelines. If appropriate, the staff member shall report the matter and whatever action he/she may have taken to his/her immediate supervisor.
- B. If accusations are made to any administrator against any teacher, it is the responsibility of the administration to inform the teacher and, if warranted, to investigate such charges. If accusations are made directly to a member(s) of the Board of Education, it will be referred to the school administration and addressed as above.
- C. If the complaint is not resolved at Step B, it shall be discussed by the complainant with the staff member's principal. Either the complainant, the staff member, or the administrator may request a meeting of all parties involved.
- D. If a satisfactory solution is not achieved by discussion with the principal, the Superintendent will attempt to resolve the complaint by meeting with the complainant.
- E. Should the matter still not be resolved the complainant shall request, in writing, a meeting by the Board. The Board, after reviewing all material relating to the case, shall grant a hearing before the Board in Executive Session.
- F. At each level of these meetings, the teacher may be accompanied by legal counsel and/or representation of his/her choosing.
- G. These procedural steps shall not be required when an accusation is made in accordance with ORC 2151.421 requiring the reporting of injury and neglect of children nor in the case of an official investigation.

## ARTICLE 40

### EMPLOYMENT OF PREVIOUSLY RETIRED PROFESSIONAL STAFF MEMBERS

Bargaining Unit Member retirement followed by reemployment with the Board of Education assumes that both the Board and the Bargaining Unit Member will benefit. The Board will gain

through savings, reduced salary, and the professional expertise of the Bargaining Unit Member. The Bargaining Unit Member will gain through receipt of salary and retirement benefits. In order to clarify certain areas of this relationship (reemployment of retired Bargaining Unit Members) the following provision will apply.

The following provisions apply to previously retired professional staff members (PRTS) reemployed prior to July 1, 2009:

- A. Re-employed Bargaining Unit Members shall be placed at step 10, degree status.
- B. Re-employed Bargaining Unit Members are eligible for Board paid health care, prescription drug plans, dental plans and life insurance.
- C. The re-employed Bargaining Unit Member shall be responsible for the entire employee's share of STRS.
- D. Re-employed Bargaining Unit Members will be governed, for contractual status, by the new Bargaining Unit Member clause, Article 28, Section C. Re-employed Bargaining Unit Members shall only become eligible for a continuing contract after completing a contract sequence of 1, 1, 2, 3.

The following provisions apply to the employment of a previously retired professional staff member (PRT) after July 1, 2009:

- A. Any current Bargaining Unit Member eligible to retire under STRS and wishing to continue teaching in their same position as a rehired retiree may do so by written notification to the Superintendent prior to March 1.
- B. For purposes of transfer, involuntary transfer, reassignment or a reduction in force, the upcoming retired/rehired Bargaining Unit Member's seniority will remain in effect through the first work day of the following school year.
- C. PRTS shall be placed on the Bargaining Unit Member's salary schedule at their academic training level at step 0 and advance in typical fashion from step to step based upon years of service as a reemployed retiree.
- D. PRTS shall receive a two-year limited contract of employment. Such contract shall automatically terminate at the end of the contract without further action, notice or procedure by the board. Continued employment beyond the initial two-year limited contract shall be solely at the discretion of the Board. Any subsequent contracts issued to the PRT shall be one-year limited contracts which shall also automatically terminate at the end of each contract. A PRT shall be ineligible for a continuing contract of employment.
- E. PRTS who have had a break in service, or who are not former WLEA members, shall receive a one-year limited contract of employment. Such contract shall automatically

terminate at the end of the contract without further action, notice or procedure by the board. Continued employment beyond the initial one-year limited contract shall be solely at the discretion of the Board. Any subsequent contracts issued to the PRT shall be one-year limited contracts which shall also automatically terminate at the end of each contract. PRTS who have had a break in service, or who are not former WLEA members, shall have no benefit of prior seniority, but will be placed at step zero with their degree status.

- F. PRT's shall be eligible for supplemental contracts at the sole discretion of the Board.
- G. PRTS shall receive all benefits and leaves provided by this Master Agreement with the following exceptions. PRT's shall be ineligible for sabbatical leave and for tuition reimbursement. In no event shall leave taken by a PRT extend beyond the end of the PRT's current contract. The PRT shall be responsible for the entire employee share of STRS contributions. PRT's shall be ineligible for severance pay, buyouts or separation incentives from the district.
- H. PRT's shall maintain seniority for purposes of reduction in force (RIF) only.
- I. PRT's shall not be eligible to participate in the Board's insurance programs unless they are ineligible to participate in the applicable retirement system insurance programs. If PRT's are ineligible for the applicable retirement system insurance programs, then they may participate in the Board's insurance programs in the same manner as other Bargaining Unit Members.
- J. The parties intend for the provision of this section to supersede, to the maximum extent permitted by law, all sections of the Ohio Revised Code that may be in conflict with this section. This shall include, but not be limited to, Ohio Revised Code Sections 124.39(b), 3319.11, 3319.111, 3319.16 and 3319.17.

## ARTICLE 41

### LABOR MANAGEMENT COMMITTEE

There will be a Labor Management Committee, consisting of the Association President, Association Vice President, one (1) Association building representative per building, Superintendent, Treasurer, and each building Principal. The Committee will meet outside the work day at a mutually agreeable time. The Committee will hold meetings upon the request of either party. The purpose of the Committee will be to discuss any issues in the District and/or the implementation of the Master Agreement. To make each meeting productive, each side will notify the other of any agenda items it wishes to discuss at least one (1) week prior to any meeting. Each Bargaining Unity Member shall receive one (1) hour of pay at the rate set forth in Article 14 for attending Labor Management Committee meetings. Each Bargaining Unity Member shall not receive more than four (4) total hours of pay for attending Labor Management Committee meetings per school year. Additional Association building representatives may attend a Labor Management Committee meeting, but will not receive compensation.

In addition to the Labor Management Committee, there shall be a Building Labor Management Committee, consisting of the building Principals and the building representatives. The Committee will meet outside the student day at a mutually agreeable time. The Committee will hold meetings upon the request of either party. The purpose of the Committee will be to discuss any issues in the building and/or the implementation of the Master Agreement. To make each meeting productive, each side will notify the other of any agenda items it wishes to discuss at least one (1) day prior to any meeting. Bargaining Unit Members shall not receive additional pay for attending the Building Labor Management Committee meetings.

The attendance of Bargaining Unit Members under this Article shall not count as “meeting” for any purpose set forth in the Master Agreement.

## ARTICLE 42

### ENTIRE AGREEMENT CLAUSE

This Contract supersedes and cancels all previous agreements, verbal or written, between the Board and the Association, and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing and ratified by the parties hereto.

## ARTICLE 43

### DURATION OF CONTRACT

This contract shall become effective 12:01 A.M. June 30, 2019, and shall expire at midnight June 30, 2022.

IN WITNESS WHEREOF, the parties have caused this contract to be executed on the day and year first mentioned above.

For the Board:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President

For the Association:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President

34,980

## APPENDIX A Warren Local School District Certified Salary Schedule 2019-2020

Bachelors			Bachelors 150			Masters			Masters + 15			Masters + 30		
Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary
0	1.00	34,980	0	1.04	36,379	0	1.10	38,478	0	1.15	40,227	0	1.30	45,474
1	1.04	36,379	1	1.09	38,128	1	1.15	40,227	1	1.20	41,976	1	1.35	47,223
2	1.08	37,778	2	1.13	39,527	2	1.20	41,976	2	1.25	43,725	2	1.40	48,972
3	1.12	39,177	3	1.18	41,276	3	1.25	43,725	3	1.30	45,474	3	1.45	50,721
4	1.16	40,577	4	1.22	42,675	4	1.30	45,474	4	1.35	47,223	4	1.50	52,470
5	1.20	41,976	5	1.27	44,424	5	1.35	47,223	5	1.40	48,972	5	1.55	54,219
6	1.24	43,375	6	1.31	45,824	6	1.40	48,972	6	1.45	50,721	6	1.60	55,968
7	1.28	44,774	7	1.36	47,573	7	1.45	50,721	7	1.50	52,470	7	1.65	57,717
8	1.32	46,173	8	1.40	48,972	8	1.50	52,470	8	1.55	54,219	8	1.70	59,466
9	1.36	47,573	9	1.45	50,721	9	1.55	54,219	9	1.60	55,968	9	1.75	61,215
10	1.40	48,972	10	1.49	52,120	10	1.60	55,968	10	1.65	57,717	10	1.80	62,964
11	1.44	50,371	11	1.54	53,869	11	1.65	57,717	11	1.70	59,466	11	1.85	64,713
12	1.44	50,371	12	1.54	53,869	12	1.70	59,466	12	1.75	61,215	12	1.90	66,462
13	1.44	50,371	13	1.54	53,869	13	1.70	59,466	13	1.75	61,215	13	1.90	66,462
14	1.46	51,071	14	1.56	54,569	14	1.72	60,165	14	1.77	61,914	14	1.92	67,161
15	1.46	51,071	15	1.56	54,569	15	1.72	60,165	15	1.77	61,914	15	1.92	67,161
16	1.46	51,071	16	1.56	54,569	16	1.72	60,165	16	1.77	61,914	16	1.92	67,161
17	1.46	51,071	17	1.56	54,569	17	1.72	60,165	17	1.77	61,914	17	1.92	67,161
18	1.46	51,071	18	1.56	54,569	18	1.72	60,165	18	1.77	61,914	18	1.92	67,161
19	1.46	51,071	19	1.56	54,569	19	1.72	60,165	19	1.77	61,914	19	1.92	67,161
20	1.48	51,770	20	1.61	56,318	20	1.74	60,865	20	1.79	62,614	20	1.94	67,861
21	1.49	52,120	21	1.61	56,318	21	1.76	61,565	21	1.82	63,663	21	1.97	68,910
22	1.49	52,120	22	1.61	56,318	22	1.76	61,565	22	1.82	63,663	22	1.97	68,910
23	1.49	52,120	23	1.61	56,318	23	1.76	61,565	23	1.82	63,663	23	1.97	68,910
24	1.49	52,120	24	1.61	56,318	24	1.76	61,565	24	1.82	63,663	24	1.97	68,910
25	1.49	52,120	25	1.61	56,318	25	1.76	61,565	25	1.82	63,663	25	1.97	68,910
26	1.49	52,120	26	1.61	56,318	26	1.76	61,565	26	1.82	63,663	26	1.97	68,910
27	1.50	52,470	27	1.62	56,667	27	1.78	62,264	27	1.84	64,363	27	2.00	69,960
28	1.50	52,470	28	1.62	56,667	28	1.78	62,264	28	1.84	64,363	28	2.00	69,960
29	1.50	52,470	29	1.62	56,667	29	1.78	62,264	29	1.84	64,363	29	2.00	69,960
30	1.50	52,470	30	1.62	56,667	30	1.78	62,264	30	1.84	64,363	30	2.00	69,960
31	1.50	52,470	31	1.62	56,667	31	1.78	62,264	31	1.84	64,363	31	2.00	69,960
32	1.50	52,470	32	1.62	56,667	32	1.78	62,264	32	1.84	64,363	32	2.00	69,960
33	1.50	52,470	33	1.62	56,667	33	1.78	62,264	33	1.84	64,363	33	2.00	69,960
34	1.50	52,470	34	1.62	56,667	34	1.78	62,264	34	1.84	64,363	34	2.00	69,960
35	1.50	52,470	35	1.62	56,667	35	1.78	62,264	35	1.84	64,363	35	2.00	69,960
36	1.50	52,470	36	1.62	56,667	36	1.78	62,264	36	1.84	64,363	36	2.00	69,960
37	1.50	52,470	37	1.62	56,667	37	1.78	62,264	37	1.84	64,363	37	2.00	69,960
38	1.50	52,470	38	1.62	56,667	38	1.78	62,264	38	1.84	64,363	38	2.00	69,960
39	1.50	52,470	39	1.62	56,667	39	1.78	62,264	39	1.84	64,363	39	2.00	69,960
40	1.50	52,470	40	1.62	56,667	40	1.78	62,264	40	1.84	64,363	40	2.00	69,960

35,855

**APPENDIX B**  
**Warren Local School District**  
**Certified Salary Schedule 2020-2021**

Bacehlors			Bachelors 150			Masters			Masters + 15			Masters + 30		
Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary
0	1.00	35,855	0	1.04	37,289	0	1.10	39,440	0	1.15	41,233	0	1.30	46,611
1	1.04	37,289	1	1.09	39,081	1	1.15	41,233	1	1.20	43,025	1	1.35	48,404
2	1.08	38,723	2	1.13	40,516	2	1.20	43,025	2	1.25	44,818	2	1.40	50,196
3	1.12	40,157	3	1.18	42,308	3	1.25	44,818	3	1.30	46,611	3	1.45	51,989
4	1.16	41,591	4	1.22	43,742	4	1.30	46,611	4	1.35	48,404	4	1.50	53,782
5	1.20	43,025	5	1.27	45,535	5	1.35	48,404	5	1.40	50,196	5	1.55	55,574
6	1.24	44,460	6	1.31	46,969	6	1.40	50,196	6	1.45	51,989	6	1.60	57,367
7	1.28	45,894	7	1.36	48,762	7	1.45	51,989	7	1.50	53,782	7	1.65	59,160
8	1.32	47,328	8	1.40	50,196	8	1.50	53,782	8	1.55	55,574	8	1.70	60,953
9	1.36	48,762	9	1.45	51,989	9	1.55	55,574	9	1.60	57,367	9	1.75	62,745
10	1.40	50,196	10	1.49	53,423	10	1.60	57,367	10	1.65	59,160	10	1.80	64,538
11	1.44	51,630	11	1.54	55,216	11	1.65	59,160	11	1.70	60,953	11	1.85	66,331
12	1.44	51,630	12	1.54	55,216	12	1.70	60,953	12	1.75	62,745	12	1.90	68,124
13	1.44	51,630	13	1.54	55,216	13	1.70	60,953	13	1.75	62,745	13	1.90	68,124
14	1.46	52,348	14	1.56	55,933	14	1.72	61,670	14	1.77	63,462	14	1.92	68,841
15	1.46	52,348	15	1.56	55,933	15	1.72	61,670	15	1.77	63,462	15	1.92	68,841
16	1.46	52,348	16	1.56	55,933	16	1.72	61,670	16	1.77	63,462	16	1.92	68,841
17	1.46	52,348	17	1.56	55,933	17	1.72	61,670	17	1.77	63,462	17	1.92	68,841
18	1.46	52,348	18	1.56	55,933	18	1.72	61,670	18	1.77	63,462	18	1.92	68,841
19	1.46	52,348	19	1.56	55,933	19	1.72	61,670	19	1.77	63,462	19	1.92	68,841
20	1.48	53,065	20	1.61	57,726	20	1.74	62,387	20	1.79	64,180	20	1.94	69,558
21	1.49	53,423	21	1.61	57,726	21	1.76	63,104	21	1.82	65,255	21	1.97	70,633
22	1.49	53,423	22	1.61	57,726	22	1.76	63,104	22	1.82	65,255	22	1.97	70,633
23	1.49	53,423	23	1.61	57,726	23	1.76	63,104	23	1.82	65,255	23	1.97	70,633
24	1.49	53,423	24	1.61	57,726	24	1.76	63,104	24	1.82	65,255	24	1.97	70,633
25	1.49	53,423	25	1.61	57,726	25	1.76	63,104	25	1.82	65,255	25	1.97	70,633
26	1.49	53,423	26	1.61	57,726	26	1.76	63,104	26	1.82	65,255	26	1.97	70,633
27	1.50	53,782	27	1.62	58,084	27	1.78	63,821	27	1.84	65,972	27	2.00	71,709
28	1.50	53,782	28	1.62	58,084	28	1.78	63,821	28	1.84	65,972	28	2.00	71,709
29	1.50	53,782	29	1.62	58,084	29	1.78	63,821	29	1.84	65,972	29	2.00	71,709
30	1.50	53,782	30	1.62	58,084	30	1.78	63,821	30	1.84	65,972	30	2.00	71,709
31	1.50	53,782	31	1.62	58,084	31	1.78	63,821	31	1.84	65,972	31	2.00	71,709
32	1.50	53,782	32	1.62	58,084	32	1.78	63,821	32	1.84	65,972	32	2.00	71,709
33	1.50	53,782	33	1.62	58,084	33	1.78	63,821	33	1.84	65,972	33	2.00	71,709
34	1.50	53,782	34	1.62	58,084	34	1.78	63,821	34	1.84	65,972	34	2.00	71,709
35	1.50	53,782	35	1.62	58,084	35	1.78	63,821	35	1.84	65,972	35	2.00	71,709
36	1.50	53,782	36	1.62	58,084	36	1.78	63,821	36	1.84	65,972	36	2.00	71,709
37	1.50	53,782	37	1.62	58,084	37	1.78	63,821	37	1.84	65,972	37	2.00	71,709
38	1.50	53,782	38	1.62	58,084	38	1.78	63,821	38	1.84	65,972	38	2.00	71,709
39	1.50	53,782	39	1.62	58,084	39	1.78	63,821	39	1.84	65,972	39	2.00	71,709
40	1.50	53,782	40	1.62	58,084	40	1.78	63,821	40	1.84	65,972	40	2.00	71,709

36,572

**APPENDIX C**  
**Warren Local School District**  
**Certified Salary Schedule 2021-2022**

Bachelors			Bachelors 150			Masters			Masters + 15			Masters + 30		
Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary
0	1.00	36,572	0	1.04	38,035	0	1.10	40,229	0	1.15	42,058	0	1.30	47,544
1	1.04	38,035	1	1.09	39,864	1	1.15	42,058	1	1.20	43,887	1	1.35	49,372
2	1.08	39,498	2	1.13	41,326	2	1.20	43,887	2	1.25	45,715	2	1.40	51,201
3	1.12	40,961	3	1.18	43,155	3	1.25	45,715	3	1.30	47,544	3	1.45	53,030
4	1.16	42,424	4	1.22	44,618	4	1.30	47,544	4	1.35	49,372	4	1.50	54,858
5	1.20	43,887	5	1.27	46,447	5	1.35	49,372	5	1.40	51,201	5	1.55	56,687
6	1.24	45,349	6	1.31	47,909	6	1.40	51,201	6	1.45	53,030	6	1.60	58,515
7	1.28	46,812	7	1.36	49,738	7	1.45	53,030	7	1.50	54,858	7	1.65	60,344
8	1.32	48,275	8	1.40	51,201	8	1.50	54,858	8	1.55	56,687	8	1.70	62,173
9	1.36	49,738	9	1.45	53,030	9	1.55	56,687	9	1.60	58,515	9	1.75	64,001
10	1.40	51,201	10	1.49	54,492	10	1.60	58,515	10	1.65	60,344	10	1.80	65,830
11	1.44	52,664	11	1.54	56,321	11	1.65	60,344	11	1.70	62,173	11	1.85	67,658
12	1.44	52,664	12	1.54	56,321	12	1.70	62,173	12	1.75	64,001	12	1.90	69,487
13	1.44	52,664	13	1.54	56,321	13	1.70	62,173	13	1.75	64,001	13	1.90	69,487
14	1.46	53,395	14	1.56	57,052	14	1.72	62,904	14	1.77	64,733	14	1.92	70,218
15	1.46	53,395	15	1.56	57,052	15	1.72	62,904	15	1.77	64,733	15	1.92	70,218
16	1.46	53,395	16	1.56	57,052	16	1.72	62,904	16	1.77	64,733	16	1.92	70,218
17	1.46	53,395	17	1.56	57,052	17	1.72	62,904	17	1.77	64,733	17	1.92	70,218
18	1.46	53,395	18	1.56	57,052	18	1.72	62,904	18	1.77	64,733	18	1.92	70,218
19	1.46	53,395	19	1.56	57,052	19	1.72	62,904	19	1.77	64,733	19	1.92	70,218
20	1.48	54,127	20	1.61	58,881	20	1.74	63,635	20	1.79	65,464	20	1.94	70,950
21	1.49	54,492	21	1.61	58,881	21	1.76	64,367	21	1.82	66,561	21	1.97	72,047
22	1.49	54,492	22	1.61	58,881	22	1.76	64,367	22	1.82	66,561	22	1.97	72,047
23	1.49	54,492	23	1.61	58,881	23	1.76	64,367	23	1.82	66,561	23	1.97	72,047
24	1.49	54,492	24	1.61	58,881	24	1.76	64,367	24	1.82	66,561	24	1.97	72,047
25	1.49	54,492	25	1.61	58,881	25	1.76	64,367	25	1.82	66,561	25	1.97	72,047
26	1.49	54,492	26	1.61	58,881	26	1.76	64,367	26	1.82	66,561	26	1.97	72,047
27	1.50	54,858	27	1.62	59,247	27	1.78	65,098	27	1.84	67,293	27	2.00	73,144
28	1.50	54,858	28	1.62	59,247	28	1.78	65,098	28	1.84	67,293	28	2.00	73,144
29	1.50	54,858	29	1.62	59,247	29	1.78	65,098	29	1.84	67,293	29	2.00	73,144
30	1.50	54,858	30	1.62	59,247	30	1.78	65,098	30	1.84	67,293	30	2.00	73,144
31	1.50	54,858	31	1.62	59,247	31	1.78	65,098	31	1.84	67,293	31	2.00	73,144
32	1.50	54,858	32	1.62	59,247	32	1.78	65,098	32	1.84	67,293	32	2.00	73,144
33	1.50	54,858	33	1.62	59,247	33	1.78	65,098	33	1.84	67,293	33	2.00	73,144
34	1.50	54,858	34	1.62	59,247	34	1.78	65,098	34	1.84	67,293	34	2.00	73,144
35	1.50	54,858	35	1.62	59,247	35	1.78	65,098	35	1.84	67,293	35	2.00	73,144
36	1.50	54,858	36	1.62	59,247	36	1.78	65,098	36	1.84	67,293	36	2.00	73,144
37	1.50	54,858	37	1.62	59,247	37	1.78	65,098	37	1.84	67,293	37	2.00	73,144
38	1.50	54,858	38	1.62	59,247	38	1.78	65,098	38	1.84	67,293	38	2.00	73,144
39	1.50	54,858	39	1.62	59,247	39	1.78	65,098	39	1.84	67,293	39	2.00	73,144
40	1.50	54,858	40	1.62	59,247	40	1.78	65,098	40	1.84	67,293	40	2.00	73,144

## APPENDIX D

# Warren Local School District

2018-  
2019

*Policy, Procedures, & Process*

### **Teacher Evaluation Policy**

Legal References: ORC 3319.111; 3319.112

Legislative Reference: Am. Sub. HB 153 (September 29, 2011); Sub. SB 316 (September 24, 2012); Am. Sub. HB 555 (March 22, 2013); Am. Sub. HB 59 (September 29, 2013); HB 362 (September 11, 2014); HB 64 (September 15, 2015).

Within the document all legislated and/or Ohio Department of Education requirements are denoted with the following superscript <sup>ORC/ODE</sup>.

### **Overview**

The purpose of Warren Local School District's evaluation process is to improve instruction. To do that, the district will invest in the professional development and support for its educators and their craft. This process is fluid and will continue to improve with the collaboration of our district educators.

The evaluation process will include two parts: Teacher Performance and Student Growth. These parts will work together to allow our educators to have focused growth through learning opportunities that are self-identified, as well as data driven. This focus will allow teachers at various levels of their careers to be supported differently, and in turn create internal capacity and efficiency. It is the goal of this process to improve instruction by identifying opportunities for improvement and then providing support through focused professional development.

The Warren Local School District Board of Education adopts the following teacher evaluation policy in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education in November 2011. The Board acknowledges that this teacher evaluation policy aligns with the *Standards for the Teaching Profession* as set forth in State law.  
ORC/ODE

The Board directs the Superintendent to implement this policy in accordance with State law.

Annually, a work group of district educators, the composition of which is determined by the Collective Bargaining Agreement, will collaborate to enhance and improve this policy in order to make any needed recommendations.



## **Definition of “Teacher”**

This policy applies to District employees who meet one of the following categories:

1. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, or 3319.222 who spends at least 50% of his/her time providing content-related student instruction; <sup>ORC/ODE</sup> or
2. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing content-related student instruction; <sup>ORC/ODE</sup> or
3. A teacher working under an eight (8) year professional certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing content-related student instruction; <sup>ORC/ODE</sup> or
4. A teacher working under a permit issued under ORC 3319.301 who spends at least 50% of his/her time providing content-related student instruction. <sup>ORC/ODE</sup>

Principals and assistant principals shall be evaluated in accordance with the principal evaluation policy adopted by the Board in accordance with ORC 3319.02. <sup>ORC/ODE</sup>

Guidance Counselors will be evaluated using the ODE Ohio School Counselors Evaluation System (OSCES).

Speech and Language Pathologists (SLPs) will be evaluated using the Related Services Personnel Performance Evaluation Rubric.

This policy does not apply to the superintendent, assistant superintendent(s), business manager, treasurer or “other administrator” as defined by ORC 3319.02. This policy also does not apply to substitute teachers or instructors of adult education. <sup>ORC/ODE</sup>

## **Assigning an Effectiveness Rating/Final Summative Rating**

Each evaluation will result in an effectiveness rating of “Accomplished,” “Skilled,” “Developing,” or “Ineffective.” An effectiveness rating is based on the following two categories: 1) Teacher Performance; and 2) Student Growth Measures. Fifty percent (50%) of the evaluation will be attributed to teacher performance and fifty-percent (50%) may be attributed to multiple measures of student growth. <sup>ORC/ODE</sup> For whatever reason, if there is no Student Growth Measure Available, Teacher Performance will count for 100% of the teacher’s Effectiveness Rating/Final Summative Rating.

Teacher Performance and Student Growth Measures ratings shall be combined to reach the summative teacher effectiveness rating. <sup>ORC/ODE</sup> To calculate the rating a teacher’s student growth measure and teacher performance must be converted to a point value ranging from zero to six

hundred. These values will be multiplied by .5 and then added. The sum will be placed on a scale ranging from zero to six hundred. See the chart below.

**(Student Growth X .5) + (Performance X .5) = Final Summative Rating**

Most Effective (5)	600	Accomplished (4)	600	Accomplished	500-600
Above Average (4)	400	Skilled (3)	400	Skilled	300-499
Average (3)	300	Developing (2)	200	Developing	100-299
Approaching Average (2)	200	Ineffective (1)	0	Ineffective	0-99
Below Average (1)	0				

Example: Mr. Smith has a SGM of Approaching Average (200 points) and a Teacher Performance of Skilled (400), he will have a Final Summative Rating of 300, Skilled.

$$(200 \times .5) + (400 \times .5) = 300$$

*Two hundred multiplied by point five added to four hundred multiplied by point five equals three hundred.*

The Board shall annually submit to the Ohio Department of Education (ODE), in accordance with ODE guidelines, the number of teachers assigned an effectiveness rating, aggregated by building and by the teacher preparation programs from which, and the years in which, the teachers graduated. <sup>ORC/ODE</sup>

The Effectiveness Rating/Final Summative Rating will be the only document kept in each employee's personnel file. In the event that the employee is not formally evaluated, a "place holding" document will be kept in the employee's personnel file.

**Calculating Teacher Performance**

Teacher Performance is evaluated during a minimum of two cycles of formal observations, as well as a minimum of two classroom walkthroughs. Fifty-percent (50%) of the effectiveness rating will be attributed to Teacher Performance through a holistic process based upon the

following *Ohio Standards for the Teaching Profession* and training for credentialed evaluators  
ORC/ODE:

1. Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach;
2. Understanding the Content Area for which they have Instructional Responsibility;
3. Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;
4. Planning and Delivering Effective Instruction that Advances Individual Student Learning;
5. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;
6. Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning; and
7. Assuming Responsibility for Professional Growth, Performance and Involvement.

Teacher Performance will be measured using Ohio Teacher Evaluation System Performance Rubric (Attachment I) which is aligned to the *Ohio Standards for the Teaching Profession*.  
ORC/ODE

Evidence to support current teacher performance on the rubric will be collected from teachers through multiple measures. Those measures can include, but are not limited to: informal observations, walk-throughs, formal observations, pre- and post- conference conversations, teacher submissions, and growth and improvement plan dialogues.

The tools utilized to collect evidence will be selected from the Ohio Teacher Evaluation System Model and Resources as of the adoption date of this policy. Electronic Teacher and Principal Evaluation System (eTPES) will be utilized for the Final Summative Rating only.

### **Calculating Student Growth Measures**

For purposes of the Ohio Teacher Evaluation System (OTES), “student growth” means the change in student achievement for an individual student between two or more points in time.

ORC/ODE This component of the evaluation includes one or more of the following: 1) Teacher-level Value-Added Data; 2) ODE-Approved Assessments; 3) Locally-determined Measures.

1. Teacher-level Value-Added: “Value-Added” refers to the Value-Added methodology provided by ODE. The student academic growth measure of the evaluation shall be based on the Value-Added data for a teacher whose schedule is comprised of courses or subjects for whom teacher-level Value-Added data is applicable. ORC/ODE This includes anyone who receives teacher-level value-added reports through EVAAS (A1-Teacher instructs Value-Added subjects exclusively; A2-Teacher instructs Value-Added subjects, but not exclusively).

Student eligibility is determined through the ODE linkage process.

2. ODE Approved List of Vendor Assessments: Assessments, if utilized by the district, must be included as one of the multiple measures of student growth for teachers that **do not have** value-added data. Assessments utilized must be included when calculating the fifty percent (50%) attributed to student growth measures. The Superintendent/designee, in consultation with teachers, will utilize the assessments on the approved list as he/she deems necessary and appropriate.

Student and teacher eligibility coincides with the capability of the vendor assessment (B-Approved vendor assessment teacher-level data available).

3. Locally-Determined Measures: For courses of instruction in which neither teacher level value-added data nor ODE-approved assessments are available, the Superintendent/designee, in consultation with teachers, shall establish a process in accordance with ODE guidance to create Student Learning Objectives (SLOs) to measure student growth in the courses of instruction (C-No teacher-level Value-Added or approved vendor assessment data available).

Data from these multiple measures will be scored on five levels in accordance with ODE guidance (“Most Effective,” “Above Average,” “Average,” “Approaching Average,” and “Least Effective”) and converted to a score in one of three levels of student growth: 1) “Above”; 2) “Expected”; and 3) “Below.” These ratings will be translated into “Below,” “Expected,” or “Above” student growth. <sup>ORC/ODE</sup>

Five Levels of Student Growth	Final Summative Rating
Most Effective (5)	Above
Above Average (4), Average (3)	Expected
Approaching Average (2), Least Effective (1)	Below

**Evaluation Timeline**

Credentialed evaluators shall follow the timelines established by the negotiated agreement and this policy.

The first cycle shall include the creation of a professional growth plan or improvement plan, at least one walk-through, a pre-conference, a formal observation of at least 30 minutes, and a post-conference. The post-conference shall occur within ten school days after the formal observation. Teachers will be provided with documentation of evidence (paper or electronic) within five days after the post-conference. The first cycle shall be completed by the end of the first semester, unless agreed upon by the evaluator and the teacher.

The second cycle shall include at least one walk-through, a formal observation of at least 30 minutes, and a post-conference. The post-conference shall occur within ten school days after the

formal observation. Teachers will be provided written documentation of evidence (paper or electronic) within five days after the post-conference.

For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three formal observations must be conducted annually by the first day of May. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the tenth day of May.<sup>ORC/ODE</sup>

A teacher receiving an Effectiveness Rating/Final Summative rating of “Accomplished” on the teacher’s most recent evaluation will complete a professional growth plan, one 15 to 30-minute observation, one conference to follow the observation, and maintain a student growth measure, provided that an “Average” or above growth measure is maintained.

A teacher receiving an effectiveness rating/final summative rating of “Skilled” on the teacher’s most recent evaluation will complete a professional growth plan, one 15 to 30-minute observation, one conference to follow the observation, and maintain a student growth measure, provided that an “Average” or above growth measure is maintained.

*Note:* A teacher may instead choose to participate in the full evaluation process. If a teacher does not receive a student growth measure in the previous year, regardless of the Effectiveness Rating/Final Summative Rating, the teacher must go through the entire evaluation process.

### **Professional Growth and Improvement Plans**

Teachers must develop professional growth or improvement plans based on the Evaluation Matrix:

#### **Requirements for Professional Growth Plan or Improvement Plan**

Processes: A Professional Growth Plan or an Improvement Plan is based on Student Growth Measures as designated on the Summative Evaluation Matrix and/ or performance on the standards as noted in the teacher performance rubric (see Appendix A).

Above Expected Growth	Expected Growth	Below Expected Growth	Description of Requirements for Professional Growth or Improvement Plan
✓	✓		Growth Plan
		✓	Improvement Plan
✓			Self-Directed by Teacher
	✓		Collaborative –Teacher and Evaluator
		✓	Directed by the Evaluator
✓	✓	✓	Professional Conversations
✓	✓	✓	Mid-Year Progress Check
✓	✓	✓	End-of-Year Evaluation



ORC/ODE

Teachers who meet Above-Expected levels of student growth must develop a professional growth plan. The Ohio Teacher Evaluation System Professional Growth Plan Document will be utilized. (Attachment I)

Teachers who meet Expected levels of student growth must develop a professional growth plan collaboratively with a credentialed evaluator for the evaluation cycle from the Board-approved list. The teacher will have input on the selection of a credentialed evaluator for the evaluation cycle. The Ohio Teacher Evaluation System Professional Growth Plan Document will be utilized. (Attachment I)

Teachers who meet Below-Expected levels of student growth must comply with an improvement plan developed by the credentialed evaluator assigned by the Superintendent/designee for the evaluation cycle from the Board-approved list. The Ohio Teacher Evaluation System Improvement Plan Document will be utilized. (Attachment I)

### **Professional Development**

The purpose of Warren Local School District's evaluation process is to improve instruction. To do that, the district will invest in professional development reflective of teacher instructional needs.

*Evaluation Committee Adoption Date: 6/12/18*

**APPENDIX E**

Grievance # \_\_\_\_\_ Distribution: 1. Superintendent  
2. Immediate Supervisor  
3. Association  
4. Grievant

Building: \_\_\_\_\_ Assignment: \_\_\_\_\_

Name: \_\_\_\_\_ Date Filed: \_\_\_\_\_

Date of Informal Level: \_\_\_\_\_ Date of Response: \_\_\_\_\_

**Level 1-Formal**

**A. Date(s) Grievance Occurred:** \_\_\_\_\_

**B. Statement of Grievance:**

**C. Relief Sought:**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Disposition by Supervisor:**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Level 2-Formal (Superintendent)**

**Position of Grievant:**

**Date received by Superintendent or Designee:**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Disposition by Superintendent:**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Level 3-Formal (Arbitration)**

**Position of Grievant and Association:**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Date received for submission to arbitration:**

**Disposition and Award of Arbitrator:**