11/15/2023
2306-01
23-MED-02-0127
43648

MASTER CONTRACT

BETWEEN THE

Warren City Board of Education

AND

Warren Education Association

June 30, 20203 - June 29, 2026

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ARTICLE I RECOGNITION

1.01 Statement of Recognition: The Warren Board of Education, hereinafter referred to as the "Board" or the "Employer," recognizes the Warren Education Association, hereinafter referred to as the "Association," as the sole and exclusive employee representative for all employees (teachers) in the bargaining unit.

1.02 Definition of Bargaining Unit

1.021 Inclusions: The bargaining unit, hereinafter referred to as "teachers," shall include (each of the following categories includes also personnel in State and Federal programs): classroom teachers, school counselors, librarians, home school coordinators, visiting teachers, vocational teachers, nurses (except as provided in Section 1.03 of the Agreement), psychologists, teachers on special assignment, speech and hearing therapists, teaching specialists, and auxiliary services personnel, whether under contract, on leave, employed or to be employed by the Board. A teacher will be deemed to be employed on a full-time basis if the teacher is utilized by the Board on a schedule of fifty percent (50%) or more of the regular teaching schedule. The unit includes all personnel assigned to newly created certified/licensed classroom teaching positions.

1.022 Exclusions: The Superintendent, Associate Superintendent, all Executive Directors, Directors, Principals, Assistant High School Principals, Pod Leaders, Supervisors, Administrative Coordinators, Supervisors of School Improvement, substitutes, and other persons engaged fifty percent (50%) of the time in the direct administration and supervision of professional personnel are excluded from the unit.

1.03 Nursing Services

1.031 Employment of Nurses:

a. The Board shall employ at least one (1) full time School Nurse with bargaining unit status. In order to meet any additional needs of the district, the Board shall be permitted to contract outside the district for nursing services. The Board has sole discretion to determine the district's need for additional nursing services. Registered nurses must be utilized to provide the needed services, but they shall not hold bargaining unit status.

b. Should an outside source(s) be unable to accommodate the district, at least one (1) additional full-time School Nurse with bargaining unit status shall be employed.

c. The subcontracting of additional nursing services by the district shall not constitute a precedent or practice on the part of the Board or the Association, nor shall it be used to reduce or supplant any other bargaining unit positions.

1.04 Non-Discrimination: The Association shall admit certificated/licensed personnel to membership without discrimination on the basis of race, creed, color, national origin, sex, or marital status.

1.05 Representation Election Procedures: Representation election procedures shall be as per the Ohio Revised Code 4117.

ARTICLE II NEGOTIATIONS PROCEDURE

2.01 Request for Negotiations: A meeting for the purpose of beginning negotiations shall be called between February 1 and February 15 upon the written request of the Association or the Board filed prior to February 1 of the year in which this Contract expires. Requests from the Association should be made to the Superintendent. Requests from the Board should be made to the President of the Association.

2.02 Exchange of Proposals: Proposals shall be exchanged by the parties at the first meeting and shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation. Thereafter, new proposals may not be submitted unless mutually agreed upon. Topical listings, or so-called "laundry lists," shall constitute a failure to comply with this paragraph and shall be disregarded.

2.03 Composition of the Negotiating Team: The parties, each in their sole discretion, shall select negotiating teams. Each team shall not exceed ten (10) members. Each team shall select a chief spokesperson who shall be in attendance at each negotiation session unless otherwise agreed to by the parties.

2.04 Exchange of Information and Views: The parties agree to furnish each other, upon written request and in reasonable time, available information concerning matters being negotiated. Access to available information in such form as it may exist constitutes compliance with this provision, and neither party is obligated to develop data or information not in existence or to re-word, re-draft, summarize, compute, or otherwise develop data or information in other than its existing form.

2.05 Request for Assistance: All participants have the right to utilize the services of lay or professional consultants.

2.06 Negotiations Period: The negotiations period shall be forty-five (45) calendar days or as mutually agreed to by the two (2) parties, commencing with the first meeting held in accordance with Article II, Section 2.01 above.

2.07 Agreement: When agreement is reached, it shall be reduced to writing and, when ratified by the teachers and when approved by the Board, shall become a part of the official minutes of the Board. When necessary, provisions in the Contract shall be reflected in individual contracts. Neither the present Contract nor any agreement reached pursuant to this Article shall discriminate against any member of the bargaining unit regardless of membership or non-membership in the Association.

2.08 Disagreement

2.081 Board of Education: When the representatives of the bargaining agent and the Superintendent cannot reach agreement, they shall present their separate reports to the Board. The representatives of the Association may appeal to the Board at a regular or special meeting.

2.082 Mediation – Fact-finding: In the event that agreement is not reached in thirty-five (35) days from the first bargaining session on a matter or matters being negotiated, either party may request that the Federal Mediation and Conciliation Service provide a mediator to facilitate bargaining. The assistance of the mediator shall begin on or after April 1 and shall conclude on April 30, although the mediator retains jurisdiction to call such meetings as she/he deems appropriate after the Fact-finding procedure.

Unless final agreement is reached by April 30, the parties shall present all unresolved issues to a Factfinder. The parties may either obtain a list of nine (9) neutrals who can serve in the capacity of a Factfinder from the American Arbitration Association (AAA), or they may jointly agree upon another neutral to serve as Factfinder. If an AAA list is used, the alternate strike method shall be used to select from the list of potential Factfinders after a coin flip or other method to determine who shall strike first. The Association and the Board shall initiate efforts to determine the identity of a suitable Factfinder by March 1. The appointed neutral shall, on May 1, assume the role of Factfinder. The Factfinder shall have the authority to hold such meetings as he/she deems appropriate and shall submit advisory recommendations on all unresolved issues to the parties between May 17 and May 21. The parties shall have ten (10) work days from receipt of the Factfinder's report within which to accept or reject the Factfinder's recommendations. Failure of either party to reject the recommendations by a three-fifths (3/5) vote of the total membership within those ten (10) work days shall be deemed acceptance of the Factfinder's recommendations. If neither party rejects the recommendations, the recommendations shall be deemed agreed upon as the final resolution of the issues submitted and the Agreement shall be

modified to reflect the Factfinder's recommendations. If either party rejects the Factfinder's recommendations in accordance with this provision, the Factfinder's report may be made public by either party.

2.083 **Cost of Mediation – Fact-finding:** The cost of mediation and/or Fact-finding, if any, shall be shared equally by the Board and the Association.

ARTICLE III GRIEVANCE PROCEDURE

3.01 Definitions

3.011 "Association" shall mean the Warren Education Association.

3.012 "Administration" shall mean the Superintendent, Associate Superintendent, Executive Directors, Directors, Supervisors, Coordinators, building Principals, Assistant High School Principals, Pod Leaders, and Supervisors of School Improvement.

3.013 "Board of Education" and "Board" shall mean the Warren City Board of Education.

3.014 "Days" shall mean actual working school days, or during the summer recess, days when the Central Office Administration building is open for business.

3.015 "Grievance" shall mean a claim by a teacher(s) that there has been a violation, misinterpretation, or misapplication of the language of the Contract between the Association and the Board.

3.016 "Grievant" shall mean a teacher(s) and his/her representative (which is the Association) initiating a claim as defined in Section 3.015. (Where more than one person is a grievant, each shall sign the grievance.)

3.017 "Immediate Supervisor" for the purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.

3.018 "Teacher" shall mean a member of the bargaining unit described in Article I, Section 1.02, of this Contract.

3.02 Rights of the Grievant and the Association

3.021 A grievant shall be accompanied at all times and at all formal steps of the grievance procedure by a representative of the Association.

3.022 The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.

3.023 The fact that a bargaining unit member participates in a grievance shall not be recorded in the bargaining unit member's personnel file or in any information used in the transfer, reassignment, promotion, or dismissal process; nor shall such fact be used in any recommendation for other employment.

3.03 Time Limits

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

3.032 If the grievant does not file a grievance in writing within twenty (20) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived, provided the basis for the grievance occurs during the months of November through August. If the basis for the grievance occurs during the months of September or October, the grievance must be filed within twenty-five (25) days of the occurrence of the act or conditions on which the grievance is based, or the grievance shall be considered waived.

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

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

3.035 All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand-delivered or mailed by certified mail, return receipt requested and email. The bargaining agent shall receive copies of all notices.

3.036 Every reasonable effort will be made to process grievances to a satisfactory conclusion by the end of the school year.

3.037 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

3.038 Whenever illness, incapacity, or reasonable unavailability of the grievant, his/her representative(s), or an administrator involved in the processing of the grievance prevents attendance at a grievance hearing, the time limit for such hearing shall be extended to a date when such persons can be present. Such date shall be within reasonable proximity of the originally scheduled date, and, if the delay extends beyond ten (10) days participation by telephone or proxy will be attempted. Every effort shall be made to provide at least a one (1) day notice of unavailability to the other party.

3.04 Grievance Procedure

3.041 Informal Procedure: A grievance shall first be presented to the immediate supervisor in an attempt to promptly resolve the problem. The immediate supervisor shall give an answer to the grievant and his/her WEA representative within five (5) days of the submission.

3.042 Formal Procedure

3.0421 Step I: If the grievance is not resolved within five (5) days of the informal claim disposition, it may be pursued further by submitting a completed Grievance Report Form, Step I (see Appendix A), in duplicate, no later than 9:00 a.m. on the eleventh (11^{th}) day following its disposition at the informal level. Copies of this form shall be submitted by the grievant to the immediate supervisor, President of WEA, and to the chairperson of the Association Grievance Committee. Within five (5) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within five (5) days after such meeting by completing the appropriate step of the Grievance Report Form and returning a copy to the grievant, chairperson of the Association Grievance Committee, President of WEA, and the Superintendent.

3.0422 Step II: If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall complete Step II of the Grievance Report Form (see Appendix B) and submit same to the Superintendent or designee within ten (10) days of receipt of its disposition at Step I level. Within five (5) days of receipt of the Grievance Form, the Superintendent or designee shall meet with the grievant. Within ten (10) days of this meeting, the Superintendent or designee shall write his/her disposition of the grievance by completing his/her portion of Step II, forwarding a copy to the grievant, the

Superintendent, the Association Grievance Chairperson, WEA President, and the Immediate Supervisor.

3.0423 **Step III:** If the grievant is not satisfied with the disposition made by the Superintendent or designee, then the grievant shall complete Step III of the Grievance Report Form (see Appendix C) and submit same to the President of the Board within ten (10) days of the disposition by the Superintendent or designee either by hand delivery with receipt acknowledged as set forth in Section 3.035, or by certified mail with a return receipt requested with the date of receipt recorded thereon.

The Board, at its option, may meet with the grievant for the purpose of reviewing such grievance. The meeting shall be held in executive session unless otherwise required by law. Such meeting shall be held within fifteen (15) days of receipt of the Step III Grievance Report Form by the President or at the next Board meeting. The disposition of the grievance shall be written by the President of the Board of Education within ten (10) days following the meeting with the grievant, or if no meeting is conducted, within fifteen (15) days following the delivery of the Grievance Report Form to the President of the Board. No official Board action shall be taken on the grievance. Delivery of the grievance shall either be by hand with receipt acknowledged as set forth in Section 3.035, or by certified mail, in which case the acknowledgement on the return receipt will indicate the date of delivery.

3.0424 **Step IV:** If the grievant is not satisfied with the disposition of the grievance by the Board of Education at Step III, the grievant (through the Association) may request a hearing before an arbitrator by completing Grievance Report Form, Step IV (see Appendix D). The grievant's request for arbitration shall be made within ten (10) days following either the receipt of the disposition of the grievance in Step III or the lapse of fifteen (15) days following grievant's submission of the Grievance Report Form to the President under Step III, whichever occurs first. The grievant's request for arbitration shall be either by hand delivery with receipt acknowledged or by certified mail with return receipt requested to the President of the Board. Within five (5) days following the filing of the grievant's request for arbitration, the grievant shall petition the American Arbitration Association to administer the selection of an arbitrator and the hearing proceedings under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The selection shall be made from an initial list of nine (9) arbitrators provided to the parties by the American Arbitration Association. Subsequent lists shall follow American Arbitration Association rules.

The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application. Unless the parties mutually agree to arbitrate the matter under the Expedited Labor Arbitration Rules of the American Arbitration Association, the arbitrator shall hold the necessary hearing promptly and issue the decision within thirty (30) calendar days of the closing of the hearing. Failure of the arbitrator to adhere to this provision shall not result in any negative consequences for either party. 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 both the Board and the Association.

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 a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving Board's discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

With the exception of Section 3.05 of this Article, the cost of arbitration at Step IV shall be shared equally by the Board and the Association.

3.05 **Miscellaneous:** Nothing contained in this procedure shall be construed as limiting the individual right of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

In the event the Association determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure but shall be liable for his/her share of any expense incurred thereafter in such proceeding.

3.06 **Exclusivity of the Grievance Procedure:** The parties agree that any dispute which is or could be the subject of a grievance is to be resolved through the grievance procedure of this Agreement.

It is further understood that the parties individually and collectively agree that there will be no interruption or cessation of work in connection with a dispute arising under this Contract.

ARTICLE IV RIGHTS

4.01 Board of Education Rights: Unless the Board agrees otherwise in this Collective Bargaining Agreement, nothing shall impair the right and responsibility of the Board to:

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

4.012 Direct, supervise, evaluate, or hire employees;

4.013 Maintain and improve the efficiency and effectiveness of governmental operations;

4.014 Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

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

4.016 Determine the adequacy of the work force;

4.017 Determine the overall mission of the Board as a unit of government;

4.018 Effectively manage the work force;

4.019 Take actions to carry out the mission of the Board as a governmental unit.

The Board is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

4.02 Association Rights

4.021 The bargaining agent shall have the sole and exclusive organization rights to process grievances under this Contract.

4.022 The bargaining agent shall have the sole and exclusive organizational right to use school mailboxes.

4.023 The bargaining agent shall have the sole and exclusive organizational right to use interschool mail privileges and district e-mail for text messages related to WEA/OEA/NEA business.

4.024 The bargaining agent shall have the sole and exclusive organizational right to payroll deduction of dues and/or service fees, if required.

4.025 The bargaining agent shall have the sole and exclusive organizational right to the exclusive use of a bulletin board designated by the principal in each building.

4.026 The bargaining agent shall have the sole and exclusive organizational right to have building meetings before or after school provided that said meetings do not interfere with the commencement or the ending of the school day. The building principal shall have at least twenty-four (24) hours advance notification of meetings.

4.027 These rights shall not be granted to another teacher representative organization under any circumstances for the duration of this agreement.

4.03 Release Time

4.031 The President of the Association, shall, at the request of the Association, be granted a leave of absence during the term of office for any part of one-half (½) day, or a full day. The Association shall reimburse the Board of Education in advance on a monthly basis as invoiced by the Board, based upon the leave taken, for the President's annual gross compensation, including the Board's employer share of contribution of retirement and all fringe benefits, such as cost of Worker's Compensation, hospitalization, life insurance, and dental. In the event payment of these invoiced charges is not made within ten (10) days of date of the invoice, the President will have authorized the amount of the invoice to be deducted from the President's next payroll check, and the monthly charges shall continue to be deducted in this manner until such time as the Association has made the applicable monthly advance payment. The Association shall request in writing no later than June 30 of the year prior to application for either part of the one-half (½) day or the full day leave of absence. Such assignment shall be for the school year and must be renewed by June 30 of each year by a written request from the Association prior to June 30.

4.032 The person so designated by the Association as the President, and granted this assignment by the Board, shall act in this capacity under this Contract for the entire school year. The Association may ask for a change in the designee because of elections for the next ensuing school year.

4.033 The President of the Association may conduct Association business on school premises while classes are in session with the approval of the Superintendent of Schools and/or his/her designated representative. At any time other than the aforementioned, the President of the Association may conduct Association business with the approval of the building principal.

4.034 If reassignment to another building is necessary, the President shall be notified prior to June 1.

4.04 Payroll Deduction of Dues: Once a teacher has joined the Association, he/she shall only remove his/her authorization for dues deduction as provided by law.

4.05 Association Dues

4.051 Association dues authorization is recognized annually from September 1 of the school year through the following August 31. Such dues authorization shall be continuous thereafter for each subsequent membership year unless the individual employee withdraws the dues authorization in writing by submission to both the Association and the Treasurer's Office between August 20 and August 31.

4.052 If the JANUS decision of the U.S. Supreme Court is vacated or otherwise altered to permit the charging of a service fee or "fair share fee" by collective bargaining representatives, upon receipt of written notice from the WEA of such change in the law, the parties agree to meet and commence bargaining in regard to the issue within thirty (30) days of receipt of the notice by the Superintendent.

4.06 Occupational Safety and Health

4.061 The Board shall adopt and implement policies and procedures required by O.R.C. Chapter 4167, by the Division of Occupational Safety & Health, by the Public Employment Risk Reduction Advisory Commission, and/or any rules or regulations adopted thereunder. The Board shall give a copy of all policies and procedures adopted by the Board to the President of the Association.

4.062 Duties of the Employer:

A. Each public employer shall:

1. Furnish to each of its public employees' employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious physical harm to its public employees;

2. Comply with Ohio employment risk reduction standards, rules, and orders adopted or issued pursuant to O.R.C. Chapter 4167.

B. Notwithstanding this section or any other provision in O.R.C. 4167 to the contrary, no public employer is required to take any action under that Chapter that would cause an undue hardship upon that public employer, unless the action is required to prevent imminent danger of death or serious harm to the public employee.

4.063 Duties of the Employee:

A. Each public employee shall:

1. Comply with Ohio employment risk reduction standards, rules, and orders adopted or issued pursuant to O.R.C. Chapter 4167 which are applicable to the public employee's actions and conduct.

2. Comply with safety rules the public employer establishes for the purpose of fulfilling compliance with Ohio employment risk reduction standards, rules, or orders adopted or issued pursuant to O.R.C. Chapter 4167. All such rules the public employer adopts shall be reasonable as determined in accordance with the purposes and objectives of that Chapter.

4.064 Report Internally First: The parties desire to deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations, unless it is a condition which the bargaining unit member or Association, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to her/him or other members of the bargaining unit, in which case the procedures in this section need not be followed. In all other cases the following procedure shall be used:

4.0641 A bargaining unit member or Association representative must first bring an alleged health or safety violation to the attention of the affected bargaining unit member(s)' immediate supervisor within five (5) work days of the occurrence of the alleged violation.

4.0642 If the immediate supervisor does not resolve the alleged violation to the complaining party's satisfaction, the bargaining unit member or Association must file a formal complaint with the Superintendent/designee within two (2) work days after the conference with the immediate supervisor. The Association President and the Superintendent will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based and the precise remedy

sought. The Superintendent/designee will respond to the complaint within two (2) work days.

4.0643 If the Superintendent/designee does not resolve the alleged violation to the satisfaction of the complaining party, the bargaining unit member or the Association may appeal the complaint to the Superintendent by filing a written appeal with the Superintendent within two (2) work days of the response of the Superintendent/designee. If Superintendent/designee fails to respond by the deadline, then the bargaining unit member or Association must file their appeal within two (2) work days of that deadline. The Superintendent or the Superintendent's designee shall meet with the complaining party in an attempt to resolve the alleged violation. Within five (5) work days after the conference, the Superintendent shall provide a written response to the alleged violation.

4.0644 Option of Employee: Absent resolution to the alleged violation via the Superintendent's response (4.0643) the employee may opt to file a complaint with the Ohio Department of Industrial Relations (4.064) or utilize the grievance procedure contained in this Master Contract.

4.0645 Board's Right to Reassign: Before exercising her/his right to refuse work under Revised Code Section 4167.06 because of a condition which the bargaining unit member, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to her/him, the bargaining unit member must immediately notify her/his supervisor of the condition. The bargaining unit member may be temporarily reassigned at no loss in pay or reduction in hours while the condition is being investigated and/or ameliorated.

ARTICLE V LEAVES OF ABSENCE

5.01 Sick Leave

5.011 Annual Allowance

a. Teachers shall be granted sick leave on the following basis: one and one-quarter (1/4) days for each completed month of service, or fifteen (15) days for each completed year of service. Sick leave accumulation for bargaining unit members working less than full time (less than 100%) is prorated based on their percentage of full-time service. This means that teachers working less than five (5) days per week are granted sick time in proportion to their percentage of full-time service. Teachers working five days per week for partial days are granted sick time as days, and one day accumulated equals one day taken.

b. Any teacher who moves from a full time to a less than full time (less than 100%) position, or vice versa, shall have his/her accumulated sick leave total prorated so the resulting value will reflect the increase or decrease in his/her employment status.

5.012 Manner of Calculation: Any sick leave earned or unused in prior employment with another Ohio public school district or other agency of the State of Ohio, shall, upon presentation of a certified copy stating the number of sick leave days earned and unused from such employers, be transferred to the teacher's account at the time of employment in the manner prescribed by state law.

5.013 Accumulated Sick Leave: The maximum number of sick leave days accumulated shall be unlimited.

5.014 Approved Use of Sick Leave Days: Sick leave may be used by bargaining unit members 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 member's immediate family.

5.015 Definition of Immediate Family: As applied to absence because of illness, injury, or death in the employee's immediate family, the immediate family shall include the husband, wife, children, father, mother, brothers, sisters, grandparents, in-laws, aunts, uncles, cousins, spouse's relatives, and any other person who is a member of the immediate household.

5.016 Exhaustion of Sick Leave (Continued Fringes): In the event a teacher uses all of his/her sick leave, the Board shall provide fringe benefits as per this Contract for up to ninety (90) days following the exhaustion of the sick leave benefits provided however, that as a condition of said payment the teacher furnished the Board written verification from a physician of the need for the teacher to remain away from employment. In the event benefits provided by the Board are exhausted, the teacher may, upon approval of the respective insurance carrier, continue any or all benefits by making payment to the Treasurer not later than the 25th day of each month preceding the month for which the premium is due.

5.017 Falsification of Certificates: Falsification of either the physician's certificate, if submitted, or the member's statement is grounds for suspension or termination of employment.

5.02 Sick Leave Bank

5.021 Establishment:

a. Each bargaining unit member may contribute one day of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. Enrollment periods will be for a two week period as determined by the Warren Education Association. The donated day is not returnable.

b. During the year, additional days may be donated by bank members upon the agreement of the Sick Leave Committee. At this time a second day may be contributed.

c. No donations may be made except as provided in this section.

5.022 Operational Procedures:

a. Use of days from the Sick Leave Bank will be limited to those individuals who have contributed to the bank.

b. Use of days from the Sick Leave Bank will be limited to personal illness of the Bargaining Unit member or the Bargaining Unit member's spouse, or the Bargaining Unit member's dependent children. A doctor's statement is required with the application in order to be considered.

c. Use of days from the Sick Leave Bank will be considered only after the individual has used all of his/her accumulated sick leave days and has used possible advances of sick leave days.

d. The maximum number of days that a person may use is 20% of the total days in the Bank at the end of the enrollment period. Additional days may be granted at the discretion of the Sick Leave Bank Committee.

5.023 Sick Leave Bank Committee:

a. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the business office of the Warren City School District will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This committee will be titled the "Sick Leave Bank Committee" (hereafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:

(1) Superintendent of Schools of the Warren City School District or his/her designee.

(2) The Warren Education Association President or his/her designee.

(3) One Warren City School District business office or building level administrator. This member is to be appointed by the Superintendent of Schools of the Warren City School District.

(4) Two bargaining unit members. These members are to be appointed by the Warren Education Association President. Effort should be made with these appointments to provide bargaining unit representation from the elementary, middle, and secondary levels.

b. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.

c. One of the three bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The Warren Education Association President will designate the chairperson prior to the first meeting of the SBC.

d. The SBC will be responsible for developing the forms needed to operate the Bank except for the Application to Use Days form.

e. Guidelines will be reviewed annually by the Sick Leave Bank Committee.

5.03 Personal Leave

5.031 Each teacher shall be entitled to three (3) days of personal leave each school year, non-cumulative, with pay. Personal day entitlement for part-time bargaining unit members is prorated. Such leave shall be granted upon written request filed by the member with the Superintendent's designee no later than forty-eight (48) school-day hours (when the Board office is open) hours prior to the taking of the leave, except in the case of an emergency where prior notice is not possible. The number of teachers taking personal leave on any one school day shall be a maximum of five (5) people per day per building. For calculation purposes, Association Leave shall be calculated towards the Personal Leave total.

** Personal leave may not be taken on the day preceding or the day following a holiday, vacation, any conference compensation day ("comp day") extending any holiday, vacation or break or holiday recess

(see Appendix E). Exceptions to this provision may be granted by the Superintendent on a case by case basis.

5.032 Coaches will not be included in the calculation of the above *formula and **restrictions if their request for personal leave is directly related to duties involved in a coach's supplemental contract.

5.033 Personal leave days not utilized will be reimbursed no later than the first pay in August of each school year at the rate of $150 for each unused day.

5.034 An employee shall be responsible for knowing the number of personal leave days requested each year. An employee who is mistakenly granted and mistakenly takes personal day time in excess of allotted days will be docked pay for the time in question.

5.035 An employee who resigns or retires from his/her position prior to having completed 120 days of service shall have personal leave days pro-rated based on the percentage of the work year for that position worked July 1 through June 30 of the year of employment, rounded to the nearest one-fourth (1/4) day. An employee who resigns or retires who has utilized personal leave days in excess of the pro-rated amount earned, or who has unused personal days, shall have their final pay adjusted accordingly.

5.04 Emergency Leave

5.041 Emergency leave of absence from normal teaching duties up to a total of five (5) days per school year without pay will be granted by the administration.

5.042 Submission of satisfactory evidence acceptable to the administrator of an actual emergency situation shall be required. Falsification of the member's statement for the use of emergency leave shall be grounds for suspension or termination of employment.

5.05 Association Leave: When it is necessary for an official representative of the Association to engage in Association activities directly relating to the Association's duties as representative of the teachers during the school day, they may be given such free time, without loss of pay, as is necessary to perform any such activities, provided such activities and free time have been approved by the Superintendent or his/her designated representative in accordance with established administrative regulations and provided that it is not contrary to law. The Association and its officers recognize and agree that this privilege should not be abused.

5.06 Sabbatical Leave

5.061 A leave of absence, if requested, shall be granted to any teacher for professional study and improvement for a period not to exceed one or two semesters in the same school year after five (5) years of teaching in the Warren City Schools. The teacher taking sabbatical leave shall be paid the greater of fifty percent (50%) of their annual compensation or the difference between their annual compensation and the annual compensation of their replacement per school year or a prorated amount for any fraction thereof. The leave must be based upon a prospectus for professional growth submitted to and upon a prior approval of the Superintendent of Schools. Evidence will be required to show that the plan was followed prior to payment which shall be in one (1) total check issued not later than sixty (60) days after the conclusion of the leave and upon evidence of successful completion thereof. The teacher will be required to spend at least two (2) years following the leave of absence in the Warren City Schools unless he/she has completed twenty (20) years of teaching in Ohio. No more than two percent (2%) of the teachers may be on such leave at one time, nor shall this leave be granted to the same teacher more than once in a three (3) year period, nor to the same teacher when other members of the staff have filed a request for such leave.

5.062 All fringe benefits provided by the Board and desired by the teacher shall be continued, upon approval by the respective insurance carrier, for those who are on sabbatical leave, upon the payment of the premium by the teacher to the Treasurer not later than the 25th day of each month preceding the month for which the premium is due.

5.063 Teachers, while on sabbatical leave, shall not be eligible for tuition reimbursement as defined in this Contract.

5.07 Parental Leave

5.071 **Definition:** A "parental leave" is defined as absence from school without pay, leave accrual, or Board paid benefits by a teacher who is pregnant, is adopting a child, or is to become a parent by reason of spouse's pregnancy.

5.072 **Notification of Pregnancy:** In the event that a teacher becomes pregnant, the teacher shall, as soon as possible, notify Superintendent/designee. Said notification of the condition of pregnancy shall be by the end of the fifth month as designated by a certificate of the attending physician. This notification shall be in writing and shall include the following:

a. A medical certificate signed by the teacher's physician confirming the pregnancy.

b. The medical certificate shall indicate the anticipated birth date of the baby.

c. In the event a teacher may desire a parental leave, the teacher's statement should include the approximate date of the commencement of said leave.

5.073 **Procedure for Parental Leave:** A teacher who desires parental leave shall notify the Superintendent/designee at least thirty (30) calendar days in advance of the commencement of said leave. This notification shall be in writing and shall indicate the actual date for commencement of said leave. In emergency and unusual situations, the thirty (30) calendar day written notification requirement shall be waived by the Superintendent of Schools.

5.074 **Term of Parental Leave:** All parental leaves may be for the remainder of the semester, or the school year in which the child is born or adopted as elected by the teacher at the time of providing notice of the leave. The leave shall be extended, if requested by April 1, for the next succeeding school year, and if requested by the subsequent April 1, the leave shall be extended for one (1) additional full year. If the initial leave begins after April 1, the request for the following school year must be made with the initial request. If the teacher indicates his/her intention to return to work, he/she shall follow the same procedure enumerated in all subsequent sections of the parental leave policy.

5.075 All insurance coverage provided by the Board and desired by the teacher shall be continued, upon approval by the respective insurance carrier, for those who are on parental leave, upon the payment of the premium by the teacher to the Treasurer not later than the 25th day of each month preceding the month for which the premium is due.

5.076 **Termination of Parental Leave:** Upon written request of the teacher to Superintendent/designee, which shall be tendered no later than April 1, a parental leave of absence may be terminated at any time after the birth of the child under the following conditions:

a. In the case of a teacher who was pregnant, the teacher will be declared eligible to return to regular duties when she submits a written medical certification signed by her physician that she is physically able to resume full-time employment. In the case of a teacher who has adopted a child or whose spouse has been pregnant, the teacher will be declared eligible to return to regular duties upon notification by the teacher to the Superintendent/designee, said notice to be by April 1 or six months from the delivery of the child, whichever comes first. The

teacher shall be permitted to use all of the leave period stated in Section 5.074 of this Article.

b. Return to duties will be guaranteed no later than the first work day of the school year following the date that the individual is declared eligible for reinstatement.

c. After reinstatement eligibility has been determined, the Superintendent of Schools may recommend reassignment to duty at an earlier time than that which is stated herein. It is further understood reassignment to duty in all cases of parental leave shall be in accordance with the recommendation of the Superintendent of Schools and the needs of the school system. At the end of the leave, the teacher shall be returned to the same position, provided the leave was for the remainder of the school year in which the child is born. In all other situations, the teacher shall be returned to the same or similar position for which he/she holds a valid teacher's certificate/license.

5.077 Use of Sick Leave for Pregnancy Purposes:

a. A teacher shall be permitted to use accumulated unused sick leave days for absence due to pregnancy. Where a teacher is absent due to pregnancy, but has used all accumulated sick leave, she shall be given a Medical Leave of Absence without pay for not more than one full school year. Such leave may be extended for a period not to exceed an additional school year due to special circumstances upon approval of the Superintendent of Schools.

b. All insurance coverage provided by the Board and desired by the teacher shall be continued, upon approval by the respective insurance carrier, for those who are on such leave, upon payment of the premium by the teacher to the Treasurer not later than the 25th day of each month preceding the month for which the premium is due.

c. The use of sick leave after the birth of a child is comparable to the use of sick leave for other medical reasons. Therefore, as soon as medical examination verifies that a teacher is medically able to come back to work, parental leave shall become effective and sick leave pay ends.

d. Sick leave may not be used by a teacher taking parental leave for the pregnancy of teacher's spouse or the adoption of a child except for those reasons listed in the Ohio Revised Code 3319.141.

5.08 Professional Leave

5.081 Each teacher may be granted at least two (2) days of professional leave per school year with pay for attendance at

conferences or visitations or meetings of a professional nature, upon prior approval of the Superintendent of Schools. The Superintendent's disapproval of any request shall not be arbitrary or capricious. To secure such leave the teacher must file a written request at least two (2) weeks before the commencement of the leave.

5.082 The number of teachers eligible to be granted professional leave may not exceed eight (8) teachers.

5.083 Where leave is granted under the provisions of this Section, a substitute will be provided in accordance with the Board-approved policy governing employment practice.

5.09 Medical Leave

5.091 A written application for a leave of absence, or an extension of a leave of absence, without pay, leave accrual, or Board paid benefits, for medical reasons due solely to the physical condition of the teacher making such request, must be accompanied by a statement from the attending doctor and be approved by the school physician; said statement must indicate the nature of the illness and definitely recommend that the teacher be relieved of duties.

5.092 The request for leave shall be granted for the remainder of the semester or the remainder of the school year, or for an entire school year, with the possibility of a renewal of the leave, upon written request, according to the provisions of Section 3319.13 of the Ohio Revised Code. An earlier termination of this leave, if requested in writing by the teacher, shall be at the discretion of the Superintendent, and in accordance with the needs and interest of the schools.

5.093 At least thirty (30) days before a teacher on a leave of absence for medical reasons expects to resume his/her duties, the teacher or someone acting in the teacher's behalf, must request, in writing, the reinstatement of said teacher to the staff. Failure to comply with this regulation shall be deemed an automatic resignation.

5.094 Not less than ten (10) days before termination of leave, a doctor's statement approved by the school physician must be submitted by the teacher. This statement shall certify that the teacher has been examined and that the teacher will be able to resume duties with the Board when the leave of absence expires.

5.095 Whenever any teacher has been absent from active service a sufficient number of days to exhaust his/her accumulated sick days, and continues in absence without applying for a leave of absence under this Section, the Superintendent shall investigate the facts of the case and shall have the authority to recommend to the Board that an

unrequested leave of absence be granted according to the provisions set forth in Section 3319.13 of the Ohio Revised Code. Any teacher who refuses to comply with the terms of such a leave shall be considered to have terminated his/her contract.

5.096 All insurance coverage provided by the Board and desired by the teacher shall be continued, upon approval by the respective insurance carrier, for those who are on such leave, upon payment of the premium by the teacher to the Treasurer not later than the twenty-fifth (25th) day of each month preceding the month for which the premium is due.

5.10 Assault Leave

5.101 The Board shall grant a paid assault leave not to exceed eighty (80) workdays per assault, in lieu of paid sick leave, for bargaining unit employees who are disabled due to a physical disability resulting from an assault which occurs in the course of Board employment or which occurs while carrying out an approved school-related assignment. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any worker's compensation awarded for temporary disability due to said assault injury for the period for which such salary is paid. In order to be eligible for a leave, the employee shall be required to submit a physician's verification that a disabling condition exists due to the employment-related assignment.

5.102 A teacher who is assaulted and takes time off to visit a doctor or hospital shall have that time charged to assault leave.

5.11 Leave of Absence Without Pay or Benefits

5.111 Duration of Leave:

A. Full Year Leave of Absence: A bargaining unit member shall during the term of this Master Contract, be granted one leave of absence without pay or benefits for one full school year provided:

1. The bargaining unit member has filed a written request with the Superintendent/designee prior to July 10 of the school year in which the leave is requested.

2. The reason for such leave shall not be employment in another school district unless the Superintendent authorizes leave for such purpose.

B. Partial Year Leave of Absence: A bargaining unit member may request and the Superintendent may grant a leave of absence without pay or benefits for the remainder of the school year.

C. Extension of a Leave of Absence: No later than April 1, a bargaining unit member may request and the Superintendent may extend a leave of absence without pay or benefits for an additional school year.

D. The Superintendent's discretion under Section 5.111 (b) and (c) shall not be exercised in an arbitrary or capricious manner.

5.112 Restrictions:

A. Return from a Leave of Absence: The Board will not be obligated to return the bargaining unit member to active status prior to the expiration of the requested leave.

B. Seniority: The bargaining unit member shall not receive seniority credit for any school year where the bargaining unit member has less than one hundred twenty (120) days of active paid work status.

5.12 Leave of Absence Under Family Medical Leave Act

5.121 Entitlement: An eligible employee is entitled to a total of twelve workweeks of leave during any twelve month period for one or more of the following reasons: (1) the birth of a son or daughter and in order to care for such son or daughter; (2) the placement of a son or daughter with the employee for adoption or foster care; (3) to care for the employee's spouse, son, daughter, or parent who has a serious health condition; or (4) because of the employee's own serious health condition that renders the employee unable to perform the functions of the job; or (5) any exigency (as defined in relevant Federal regulations) arising out of the circumstances that a teacher's spouse, son, daughter or parent is on active duty (or has been notified of an impending call/order to active duty) in the Armed Forces to support a contingency operation. Where spouses are both employed by the same employer, the aggregate number of workweeks to which both may be entitled may be limited to twelve during any twelve month period in which the leave is taken (1) for the birth of a son or daughter; (2) for the placement of a son or daughter with the employee for adoption or foster care; or (3) to care for a parent (not, however, parent-in-law) who has a serious health condition.

5.122 During the first thirty (30) days of any FMLA qualifying leave, employees who have accrued but unused sick leave must use that sick concurrently with the FMLA leave. After the first thirty (30) days of concurrent sick leave/FMLA use, the employee shall not be required to continue utilizing paid sick days even though the employee has accrued but unused sick days available for the use but may continue o the remaining FMLA qualifying leave while maintaining all group health

benefits with the Board paying its required portion of the premium cost and the employee making timely payment for the employee's share of the premium cost.

5.123 **Return from Leave:** On return from leave, the employee is entitled to be restored to the position held when leave began. Taking leave cannot result in the loss of any benefits accrued prior to leave, but benefits do not accrue during the period of leave. The employer can require an employee to report periodically on his status and intention to return to work.

5.13 Military Leave

A. Teachers who are members of the Reserve Forces of the United States or Organized Militia as defined in ORC 5923.01 are entitled to leave of absence from their respective duties without loss of pay for such time as they are in military service on field training or active duty as defined in ORC 5923.01 for periods not to exceed thirty-one (31) days in any one calendar year. Military leaves and right to re-employment upon completion of military service shall be granted in accordance with ORC 3319.14, ORC 5903.06, ORC 5903.061, and ORC 5923.05.

B. During a national emergency, should the period of active duty exceed thirty-one (31) days the teacher shall continue to receive the difference between his/her normal pay and his/her base military pay (without allowances) for the duration of military service and all benefits shall remain in force. Upon return, the teacher shall be reinstated to his/her previous assignment if within the same school year or the same or similar assignment if the leave is longer than one year. For purposes of seniority and placement on the salary schedule, years of absence for military service shall be counted as though teaching service had been performed during that time.

5.14 Jury Duty Leave

5.141 An employee shall be granted a leave with pay for the period of jury duty service.

5.142 Each employee shall notify his/her building principal/immediate supervisor upon receipt of summons served.

5.143 Jury duty is considered a day of work. During the period of the jury duty service, if the Court does not need the employee for a given day, or if the employee is released by the Court with more than two (2) hours of their regular work day remaining, the employee will call his/her building principal/immediate supervisor. Unless the building principal/immediate supervisor indicates otherwise, the employee will

report to his/her regular classroom/work assignment for the remainder of their work day.

5.144 Within fifteen (15) days of the receipt of any jury duty compensation the employee is required to endorse over or pay the amount received from the Court for the day(s) served. The employee shall also provide a Court signed slip, or a copy of the pay stub to verify the day(s) served. The compensation, along with the verification slip or pay stub must be sent to the Treasurer of the Warren City Schools.

5.145 If the employee fails to follow the procedure outlined in Section 5.144 of the Agreement, the Treasurer is authorized to payroll deduct the amount equivalent to their daily rate of pay for the day(s) absent.

ARTICLE VI EMPLOYMENT PROCEDURES

6.01 Teacher Assignment

6.011 No teacher shall be assigned to a position ("primary teaching assignment(s)") for which he/she is not certificated/licensed/credentialed. (This section does not apply to casual substituting referred to in Article VI, Section 6.10.)

6.012 Teacher(s) who will be affected by change of grade, subject, or building assignment will be notified in writing and consulted by the immediate supervisor as soon as it is practicable. Every effort will be made to notify such teacher in a manner that affords him/her time to obtain the required instructional materials and to prepare for the change, prior to its implementation. Such changes will be voluntary where possible.

6.02 Transfers

6.021 Voluntary Transfers:

a. A bargaining unit member may not request a voluntary transfer until he/she has completed two (2) full years of employment as a teacher in the Warren City School District.

b. Teachers who desire a transfer for the subsequent school year must submit a completed Transfer Request form (see Appendix I) by May 1. The request must contain a first preference and, if possible, a second preference. No more than two (2) preferences will be accepted. A voluntary transfer request may not be withdrawn or altered after May 1 and it shall remain in effect until 12:01 a.m. of the first work day for all

teachers of the following school year. Any withdrawal or alteration to a request for a voluntary transfer before May 1 must be in writing.

c. The following positions shall not be available for voluntary transfer or selection by a displaced teacher, unless he/she has previously served in that specific position, or unless it will result in another bargaining unit member losing employment:

Teacher in Charge of Student Services

Teacher on Special Assignment

Teacher assigned to a non-public school

Technology Specialist

Technology Teacher

Literacy, Math and Pre-School Coordinators

Reading/Recovery Teacher

d. In addition to all other open positions, any position that has been filled by a new hire after the first day of the school year shall be made available for voluntary transfer for the subsequent school year, provided the position is to be continued. Said position(s) shall be posted no later than April 1.

e. Subject to section 6.021 g. below, the position shall be awarded to the most senior qualified bargaining unit member as follows:

1. First, to the teachers who have been previously displaced, who shall have the option of returning to the position from which they were originally displaced or similar position if such displacement occurred within the past five (5) years, unless the exercise of such option would result in another bargaining unit member losing employment.

2. Second, to teachers, in order of seniority, who have requested voluntary transfers, unless the exercise of such option would result in another bargaining unit member losing employment. If the teacher is granted a voluntary transfer, the teacher must follow the educational program already in place in the building (e.g., inclusion, early literacy programs, looping, etc.)

3. Third, to currently displaced teachers, in order of seniority, unless the exercise of such option would result in another bargaining unit member losing employment.

4. Teachers shall remain in the positions to which they transfer for a minimum of three (3) years before they can request another transfer

unless an earlier move is mutually agreed upon by the parties or the building closes.

5. A teacher granted a voluntary transfer shall be entitled to remain in the position for a minimum of one (1) year before the Superintendent can invoke an involuntary transfer per Section 6.022 B. of the Agreement. The exception to this prohibition is if the Superintendent determines that a specific voluntary transfer or continuation of the teacher in the position transferred to is likely to have a negative impact on students, then the Superintendent shall provide the affected teacher, and the Association President, with a written statement indicating reason(s) for the transfer or assignment within seven (7) days of the transfer.

6. No teacher may be transferred to a position for which he/she does not possess the appropriate certification/licensure/credentials.

7. Any teacher impacted by a Performance Improvement Plan (PIP) who is granted a voluntary transfer shall continue to be impacted by the PIP after the transfer, unless the PIP expires prior to the effective date of the transfer.

f. Any teacher who is granted a voluntary transfer shall not have the right to decline the transfer.

g. Notwithstanding the rights of bargaining unit members in Section 6.021 e. above, the Superintendent/designee shall, whenever possible, offer a vacant position to the bargaining unit member on the recall list as provided in Section 6.073 e.

6.022 Involuntary Transfers:

A. Procedure: When a reduction in the number of teachers in a school is necessary, or when involuntary transfers between schools are necessary, all volunteers shall be given consideration for transfer consistent with their areas of certification/licensure/credentials.

Thereafter, involuntary transfers will be made on the same basis of certification/licensure/credentials in the area and the lowest number of years of service in the school system, those lowest in service being transferred first. All such transfers shall be consistent with the areas of certification/licensure/credentials of the affected teacher.

Involuntary transfers related to grade-level assignments and/or subject assignments or any other assignments within a building shall be at the sole discretion of the building principal.

B. Assignment: The final right of assignment of teachers shall remain with the Superintendent. In the event the Superintendent makes an assignment or a transfer of a teacher which is not made pursuant to the criteria contained in Section 6.022-A, the Superintendent shall within seven (7) days of the notification of the proposed transfer, give the affected teacher a written statement indicating reason for the transfer or assignment.

C. Preparation: The bargaining unit member being transferred shall be granted two (2) workdays off to effect such transfer if such transfer is after the beginning of the school year and to a different building.

6.023 Displaced Teacher:

A. A displaced teacher is an employee of the District who has lost his/her position due to the closing of a building, discontinuation of course offerings, movement to a different building due to a reduction in the number of teachers needed at a building, or moved to another position caused by implementation of the reduction in force procedures.

1. Currently displaced teachers are teachers who are affected by the current reassignment.

2. Previously displaced teachers are teachers who have been affected by previous reassignments.

B. Previously displaced teachers shall be subject to the following:

1. The initial listing of displaced teachers shall be those qualifying teachers who notify the Superintendent/designee by April 1 of their desire to be placed on the list.

2. Effective September 1, 2005, any teacher without high school certification/licensure cannot have previously displaced teacher status to a seventh or eighth grade core academic teaching position.

3. They will remain on the list for five (5) years from the date of their last reassignment.

4. Their name will be removed from the list if they have had the opportunity to make a transfer and have chosen not to do so.

5. They will have the option to return to the position from which they were originally displaced or similar position if the displacement occurred within the last five (5) years.

6. Should a previously displaced teacher receive a voluntary transfer, he/she shall no longer have rights of a previously displaced teacher.

7. Prior to the beginning of the 2006-07 school year and thereafter, any teacher who has declared his/her previous displaced teacher status shall be returned to his/her previous position so long as: (1) the position exists, (2) it was not filled with a more senior bargaining unit member, and (3) the return does not result in another bargaining unit member losing employment.

This will be accomplished by transferring the teacher who ended up in the previously displaced teacher's former position into a "pool" of available teacher(s) for reassignment to a position for which they hold appropriate certification/licensure. If no such position becomes available prior to the beginning of the school year, the previously displaced teacher will be displaced again. This second displacement shall not extend the five (5) year period of displaced teacher rights for previously displaced teacher.

C. Displaced Bargaining Unit members shall, in order of seniority as displaced Bargaining Unit members, have preference in the filling of posted vacancies for which the Bargaining Unit member is certification/licensure.

D. Currently displaced teachers shall be selected in the following manner: 1) volunteers in the affected building who are qualified by certification/licensure; 2) the least senior bargaining unit member in the building in the affected area of certification/licensure.

6.024 Disabled Employee: Notwithstanding any of the provisions of this Master Contract, the Board may transfer, after consultation with the Association, a disabled employee (as identified by the Americans with Disabilities Act of 1990 (ADA), 42 USCA 1210 et seq.) in order to provide a "reasonable accommodation," where necessary for such disabled employee.

6.03 Employment of Retired Teachers: Any successful applicant for a vacant bargaining unit position who is retired under the State Teachers Retirement System of Ohio, or who will be retired into STRS prior to the first day of instruction, shall be treated as a newly-hired teacher in the district with respect to contract status, salary, benefits, seniority, and all other aspects of employment. To the extent this Section of the Agreement is in conflict with ORC § 3319.11, this Section shall take precedence.

6.04 Certificated/Licensed Vacancies

6.041 Vacancy is defined as any certificated/licensed position or supplemental position in the school district which is newly created, or which has been occupied and for whatever reason it becomes no longer occupied and the Superintendent, in his/her discretion, decides the position is to be continued and filled. The exception to this definition shall be any position adjustment that occurs after the start of instruction that is caused by a fluctuation in student enrollment.

6.042 Posting Procedures: Vacancies shall be posted as provided herein for at least five (5) work days. The notice shall clearly set forth a description of the qualifications for the position, including duties, salary ratio, and procedure for application. Each member of the bargaining unit submitting an application within the proper time frame and meeting the required job certification/licensure/credentials and qualifications as set forth in the job posting for the posted vacancy shall be granted an interview.

6.0421 Any objection by the Association or an employee for failure to post a certificated/licensed vacancy, or administrative/supervisory position opportunity shall be made to the Superintendent/designee prior to the Board meeting at which employment action is to be taken. Failure to post said positions shall require the Board to post prior to filling the position; this shall be the only remedy for failure to post.

6.043 Schedule for Posting of Vacancies:

6.0431 First day of Instruction through May 1: Subject to the exception stipulated in Section 6.041 of the Agreement, all newly created vacancies including but not limited to regular, and/or supplemental positions along with administrative/ supervisory position opportunities that occur during the school year shall be adequately published by being posted in all buildings.

6.0432 Effective May 1 through June 1: All positions not filled by voluntary transfer, involuntary transfer, and/or completion of the displacement procedure shall be posted on a weekly basis as vacancies occur until June 1. The Superintendent/designee shall issue a generic posting(s) for positions that might become available over the summer months on the last day of instruction. Applicants for the generic posting(s) shall be as specific with regards to building, grade level, and/or subject area assignment as the generic posting indicates.

6.0433 Administrative/Supervisory Vacancies: All administrative/supervisory position opportunities that are identified as

vacancies shall be posted throughout the entire year. During the summer months when school is not in session, all members of the bargaining unit shall be notified of any administrative/supervisory position opportunities by regular U.S. Mail/email.

6.0434 <u>Vacancy in an Existing Position or an Additional Position after the Beginning of the School Year</u>: Notwithstanding the right of a displaced bargaining unit member as identified in Section 6.023 B 7, any position which existed as of the first day of instruction that becomes vacant after the start of the school year or is added after the first day of instruction shall be filled by the most senior bargaining unit member who is on the recall list provided he/she possesses the proper certification/licensure.

Any bargaining unit member on the recall list who possesses the proper certification/licensure for the vacancy and declines the position will not lose his/her recall rights.

The District may, absent a properly certified/licensed individual on the recall list or if there is a properly certified/licensed individual on the recall list and said individual declines the vacancy, hire a new employee, or if after the start of the second semester, hire a substitute to fill the vacancy for the remainder of the school year.

Positions filled under this Section of the Agreement shall be posted by April 1, and shall be made available to all bargaining unit members for the subsequent school year through a voluntary transfer per Section 6.043 of the Agreement.

6.044 Teaching positions in summer school and night school will be filled first by properly certificated/ licensed teachers regularly employed in the school system.

6.045 Application for night school or summer school, or other educational programs requiring teachers, shall be made directly to the Superintendent/designee. The decision of the Board on such applications and filling of such vacancies shall be final.

6.046 Notice shall be given to each applicant that:

a. He/she has been appointed.

b. Possibility of appointment at a later date.

c. He/she will not be appointed.

6.047 When applications for extended school instructors' positions exceed the positions available, the best qualified applicant shall be selected. The applicant's area of competence, major or minor field of

study, quality of teaching performance, years of service, and prior service in extended educational instruction shall be considered.

6.048 The Superintendent shall have the right to determine the final placement of any and all teachers and/or promotional placements in administrative and supervisory positions.

6.05 Contracts of Employment

6.051 Individual Contract: All teachers employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code. Such contracts shall include the following information:

a. Name of teacher.

b. Name of the school district and Board of Education employing said teacher.

c. The number of year's contract is to be in effect.

d. Annual compensation (schedule and step).

e. Teacher agreement that he/she shall abide by Board adopted policies.

f. Provision for signature and date of signature of the teacher being contracted.

g. Any provisions called for by the terms of this contract.

6.052 Salary Notices: Teachers employed by the Board shall be issued written notices of salary in accordance with the Ohio Revised Code. Such notice of salary shall include the following information:

a. Name of teacher.

b. Name of the school district and Board of Education employing said teacher.

c. Annual compensation (schedule and step) to be paid for the period of the notice.

6.053 Between May 1st and July 10th, a letter of resignation may not be withdrawn once it has been submitted to the Superintendent or Office of Human Resources.

6.06 Evaluation: "All evaluation procedures will follow Warren City Schools Board of Education Policy #3220."

6.061 In the event that Ohio law changes to require bargaining regarding teacher evaluations (either by statutory amendment or Court decision with the exhaustion of appeal rights), the parties will meet within 120 days of such change to commence bargaining on the subject. The existing Board policy will be followed while the parties negotiate.

6.062 Evaluation Committee: An ongoing committee shall be maintained over the life of the agreement to review and analyze the District's evaluation system. The committee will look at and explore aspects of the evaluation process it believes will be useful to ensure the continuation of an effective evaluation process. Any recommendations will be brought back to the Board for consideration. Annually, the committee will review and update, if needed, the "Evaluation Procedure and Forms" for certificated/licensed staff not identified as "Teacher" as identified by definition in Board policy 3220.

The committee will be comprised of four Warren Education Association members appointed by the WEA President and four administrator members appointed by the Superintendent, or designee. The committee shall have one co-chair from the association and one from the administration.

6.07 Reduction in Staff Procedure

6.071 Scope of Procedure:

a. The following procedures shall govern the reduction of Bargaining Unit members made necessary through decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools, or territorial changes affecting the district, changes in programmatic needs of the district (no more than 15 members per year), or lack of funds. For the purpose of this Section, "Lack of Funds" shall be defined as when the District is compelled to borrow over the year end (invade the spending reserve) to balance the budget, or when grant funding is reduced or not renewed. When grant funding is reduced or not renewed, the resulting reduction in force shall be limited to the number of positions (full time equivalent) funded by the specific grant funding.

b. Reduction Floor – Effective 6/30/06: Notwithstanding the ability to reduce staff under Section 6.071 a. members of the bargaining unit may not be reduced below an absolute floor of 375 during the 2023-2024 school year, 370 during the 2024-2025 school year and 365 during the 2025-2026 school year.

6.072 Attrition:

a. Subject only to the exceptions contained herein, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for teachers who die, retire, or resign, or whose limited contracts are not renewed on the basis of performance.

b. The employment of replacements for some positions may be necessary in the event that teachers in the system do not possess the necessary certification/licensure.

6.073 Seniority:

a. 1. Whenever it becomes necessary to implement RIF procedures relative to certificated/licensed employees, seniority and areas of certification/licensure shall be the exclusive criteria in determining suspension of contracts in all cases.

2. Employees whose initial employment to an administrative position occurs after September 1, 1988 (9-01-88) shall be granted bargaining unit seniority only for those years of service earned while a member of the bargaining unit. Length of continuous service will not be interrupted or affected by authorized leaves of absence or placement on the recall list.

b. For purposes of reduction in staff, any and all certificated/licensed teachers who are certificated/licensed in more than one area of certification/licensure shall be placed on each and every seniority list for which they have proper certification/licensure. The exclusive criteria for a reduction in force shall be seniority within an area of certification/licensure.

c. Consistent with the provisions of 6.073-a above, exceptions to preferences for retention based on seniority may be made when it is necessary to do so in order to comply with State and Federal laws relating to employment with the aforesaid 6.073-a.

d. Seniority shall be determined by the length of continuous service in the District. Length of continuous service will not be interrupted or affected by authorized leaves of absence or placement on the recall list. If two (2) or more teachers have the same length of continuous service, then seniority will be determined by:

1. The date of the Board meeting at which the teacher was hired, and then by:

2. The date the Board's job offer was accepted in writing, and then by:

3. The date on which the teacher submitted a completed job application.

e. Teachers whose contracts are suspended shall immediately be placed upon a RIF list compiled from the seniority lists provided for in 6.073-b. above. Teachers on the recall list shall be offered re-employment to positions for which they are certified/licensed in the order of seniority at the time of contract suspension. A teacher reinstated after having their contract suspended pursuant to the RIF procedure, shall have seniority restored for the period during which they are on the recall list. No new teachers shall be employed by the Board while there are teachers on the recall list who are certificated/licensed for any opening of a teaching position.

f. Notice of recall shall be given by telephone, telegram, or registered mail to the last telephone number or last address given by the teacher to the Board. It shall be the responsibility of the teacher to keep the Board advised in writing of a telephone number and mailing address at which he/she can be reached.

g. Teachers shall be notified on or before April 30 that their contracts are being suspended for the next school year. They shall be offered reinstatement based upon seniority should openings occur for which they have the necessary certification/licensure during the period that they are on the recall list. Limited contract teachers placed on the recall list and not recalled shall remain on the recall list for 48 months beginning September 1, or any additional fraction of a month thereof up to and including the first day of the fifth school year following notification of RIF. Teachers who are offered but who decline reinstatement for such an opening need not be offered reinstatement again in openings which may occur after the teacher's declination of reinstatement. Teachers not offered reinstatement during the period for which they remain on the recall list as defined in this Section must make application for employment in accordance with established procedures if they desire to be considered for employment any time after which their name is removed from the recall list. Such teacher shall be hired as a new employee due to a break in continuous service and shall be granted seniority as a new employee. The rights herein granted to a teacher with a suspended contract shall be forfeited by the teacher should he/she:

1. Waive his/her recall rights in writing;

2. Resign;

3. Fail to accept recall as provided for herein; or

4. Fail to report to work in a position that he/she has accepted within five school days after receipt of the notice of recall, unless such recalled teacher is prohibited from doing so because of physical illness or injuries.

h. On or before December 31 of each school year, the Superintendent shall provide the bargaining agent with a list showing the seniority of each teacher then employed by the Board. Copies of the list shall be made available to all principals and all staff rooms on or before January 15 annually. Each teacher will be notified that the list is available and must be examined for accuracy. A teacher who believes his/her seniority is inaccurate must present the matter as a grievance.

i. Voluntary surrender of an area of certification/licensure, or intent to not renew a certificate/license.

1. The deadline for notifying the administration in writing of the teacher's desire to voluntarily surrender an area of certification/licensure, or the teacher's intent to not renew a certificate/license for the succeeding school year is November 15.

2. Failure to timely notify the administration in compliance with this section may result in the teacher being placed on the RIF list for the following school year. The seniority list is official notification of those teaching areas for which a teacher will be certificated/licensed during the succeeding school year.

6.08 Length of School Year/School Day

6.081 School Year: The length of the school year shall consist of a minimum of:

A. Hours

- 455 hours for students in half-day kindergarten;
- 910 hours for students in full-day kindergarten through Grade 6; and
- 1,001 hours for students in Grades 7-12.

NEOEA Day shall be a scheduled, unpaid day in the school calendar.

B. Four (4) non-teaching days:

1. The first day of the school year shall be composed of the following:

a. Not to exceed one (1) hour for an Association meeting in the A.M.

b. Not to exceed two and one-half (2.5) hours for a building meeting.

c. The remainder of the day shall be available for individual preparation for at least two and one-half (2.5).

2. Two (2) Workshop Days: These two days can be used as part of the minimum hours of instruction required by law.

3. Clerical Day

C. Professional Development: The WEA and the Board recognize that, as amended, the Teacher Licensure Law and regulations, which provide the requirements for obtaining, renewing and upgrading teachers' licenses/certificates, have significantly increased both the costs and the need for coursework, continuing education units, and other equivalent professional development activities. In recognition of these factors the WEA and the Board agree as follows:

1. Each teacher shall attend six (6) hours of professional development as directed by the teacher's building administrator/Program Supervisor. Said hours shall be District professional development hours, District/Specialized professional development shall be scheduled for, and provided on a day teachers are on duty.

2. On or before September 1st the building administrator shall provide the teachers in his/her building with a complete calendar of District professional development dates (not topics), along with the make-up dates for said District professional development. Teachers shall be notified of the specific topics for the District professional development at least two (2) weeks in advance of the scheduled date.

3. Continuing Education Unit (CEU) credit may be granted through the Warren LPDC toward certificate/license renewals for courses offered through this program, provided that the appropriate forms are completed and submitted to the WLPDC.

4. The Administration shall post all District/Specialized professional development on PD Express at least two (2) months in advance.

5. Any teacher who fails to complete the required six (6) hours of professional development shall receive a deduction of one (1) day per diem rate of pay, unless the teacher has completed three (3) hours of

professional development then the teacher will receive a deduction of one half (1/2) day per diem, deducted from the last pay check in June, for each year of the Agreement the teacher fails to complete the required six (6) hours of professional development.

6. All teachers are free to take professional development hours in excess of the required six (6) hours. These additional hours shall be at the discretion/selection of the teacher and may be obtained from District/Specialized professional development, Building professional development provided in a building other than their own, the Trumbull County ESC, or any other professional development source. All cost associated with any additional professional development hours shall be the responsibility of the teacher wishing to take the additional professional development.

7. Any teacher presenting will receive professional development hours for the length of a session (same as participants) for any sessions that are provided for Professional Development. The presenter will receive one-hour preparation time paid at the currently hourly rate for each three-hour session presented. Sessions in increments other than the three hours will receive the adjusted hourly rate for preparation. The hourly rate is based upon the contractual hourly rate at the time the session was presented. If a presenter conducts sessions in excess of his/her contractual obligation, he/she will be paid the hourly rate for any hours in excess. The hourly rate is based upon the contractual hourly rate at the time the session was presented.

6.082 School Day:

A. The present school day which is 7 hours and 30 minutes for all schools, shall not be extended without the consent of the Association. The existing practice concerning building meetings outside the regular school day shall not be affected by this provision.

B. Whenever a school has parental involvement with concerts, open house, holiday or seasonal programs, family involvement activities, etc., teachers shall not be required to attend more than three (3) affairs of this type during the school year as determined by the building principals, although the Board and the Association encourage teachers to attend additional such programs and activities.

C. It is recommended that all certificated/licensed employees attend all scheduled PTA meetings during the school year.

D. Early Dismissal: There shall be a two hour early dismissal of students on the last day of the first, second, third and fourth grading

period for teachers to use for clerical and/or other record keeping purposes.

6.083 Lunch Period: The school day shall include a daily, minimum thirty (30) minute, duty-free, uninterrupted lunch period.

6.084 Planning/Preparation Time/Teaming: A five (5) day school week shall include planning time as follows:

A. Not less than forty-five (45) continuous, uninterrupted, duty free minutes per day during the instructional day. Elementary Specialists and Elementary Special Education Teachers may have individual planning time outside the regular instructional day to accommodate special scheduling needs of the building.

B. For All Teachers

1. On two (2) weekdays as determined by the Superintendent, teachers shall have a block of up to thirty (30) minutes to be used as planning/co-planning/preparation and clerical time outside of the instructional day.

2. On three (3) weekdays as determined by the Superintendent, a block of up to thirty (30) minutes per day shall be reserved for meeting/teaming time outside the instructional day to include but not be limited to principal/pod meetings, teacher based team meetings and professional development guided by the building and/or district. A teacher who does not have a meeting or teaming obligation to be accomplished during the thirty (30) minute period, shall be afforded the time as additional teacher planning/preparation time.

3. After School Staff Meetings shall be mandatory, one hour in duration, structured with an agenda, start no later than fifteen (15) minutes after the contractual work day and be limited to five (5) meetings per school year.

6.09 Personnel Files

6.091 Personnel File Inspection and Rebuttal Material: All employees will be accorded the right to examine their personnel files and to make additions of pertinent rebuttal material in accordance with Section 1347 Revised Code. There shall be no more than one (1) official personnel file maintained for each employee and such file shall be maintained in the Office of Human Resources.

6.092 **Restrictions:** The right to review letters of recommendation is excluded from the above provision. No item from any anonymous source may be placed in the personnel file.

6.093 **Expunging Material from File:** Except for evaluations and letters of recommendation, all materials, at the request of the employee, shall be expunged after three (3) years of placement in the file. The expunged material shall be removed from the employee's personnel file and archived in an "inactive file" awaiting destruction per the district's records retention policy.

6.10 Substitutes

6.101 The Board shall attempt to supply properly certificated/licensed substitutes for all elementary and secondary teachers including special education teachers, co-teaching or inclusion teachers, and special teachers of Art, Music, Physical Education, and computers/technology (provided they cover three or more teacher preparation periods on that day). In the event that no substitutes are available, the teacher assuming all or any part of the class, except while on administrative assignment, will receive the approved hourly rate (apportioned equally if a class is split between other teachers) for subsidiary teaching duties to a maximum of the daily base rate for substitute teachers.

6.102 A teacher in a co-teaching or inclusion classroom setting will not be paid the hourly rate in the event a substitute teacher cannot be secured for an absence within their inclusion or co-teaching classroom setting.

6.103 The Administration will seek to pull teachers from their primary assignments to cover absences on a rotating basis. Specialists should only be pulled from their primary assignment when the Administration deems it necessary and then normally on a rotating basis.

6.11 **Labor/Management Committee:** The committee shall be a forum to deal with issues of concern or interest to the parties to this Agreement. The committee shall be composed of three (3) members of the Warren Education Association (one high school, one Middle School, and one elementary teacher) designated by the Warren Education Association President and three (3) administrators to be designated by the Superintendent for the purpose of discussing, not negotiating, these issues. The committee shall meet at mutually agreed upon times no less than once per month while school is in session.

Within five (5) work days of each meeting, the committee shall file a report to the Superintendent stating its findings and/or recommendations. The Superintendent shall respond in writing to the committee within fifteen (15) work days. A copy of

all reports and responses shall be sent to the Warren Education Association President.

6.12 Noon Aides: The Board shall provide sufficient noon aides for the supervision of noon extra duties (lunch and playground) in all elementary schools, grades kindergarten through fourth. In particular, these noon aides shall relieve those teachers who normally had supervised the lunchroom and playgrounds during the regularly scheduled lunch period in order to provide teachers with duty-free lunch period. In the event of emergency absences of the aides and substitute aides, the classroom teachers may be requested by the principal to assume the duty. Teachers assuming this duty shall receive the approved hourly rate for the noon aide duties.

6.13 Teacher Tentative Assignment List: The Board shall publish a tentative assignment list showing building, grade, and subject for each teacher prior to the end of the school year, it being understood that final assignment may have to be modified when and after student schedules are developed and the final needs of the system with respect to staff availability are known.

6.14 Continuing Contract Requests

6.141 At its regularly scheduled meeting in October, January, and April, the Board will act upon all requests for continuing contracts which have been submitted by completing a Continuing Contract Request Form (see Appendix H).

6.142 The administration's processing procedure to get requests to the Board shall not exceed six (6) weeks. In the event the six (6) weeks is exceeded, the request will be acted upon at the next regular Board meeting after the State processing is complete.

6.15 Ohio Resident Educator Program

6.151 The Warren City School District will implement the Ohio Department of Education Resident Educator Program for all teachers that meet the criteria of Resident Educator as defined by the Ohio Department of Education Resident Educator Program.

- Year one Resident Educators will work 1:1 with Mentors
- Year two and beyond Resident Educators will work in cohorts with a cohort leading mentor, or 1:1, as determined by the committee.

6.152 Resident Educator Committee: An ongoing committee comprised of four teachers appointed by the association, one of which is the Resident Educator Program Coordinator, and four administrators, one of which is the Superintendent/designee, shall be maintained over the life of the agreement.

The committee shall act as a screening committee to select teachers who will act as mentor teachers. Each committee member shall be paid at the approved hourly rate for subsidiary teaching duties.

6.153 Minimal Selection Criteria for Mentor Teachers:

a. To be considered as a mentor teacher, applicants must be volunteers, submit a written request to the Office of Human Resources and meet all of the requirements set forth by the Ohio Department of Education Resident Educator Program.

b. The applicant must have a minimum of five years consecutive teaching experience, three of which are in the district.

c. The applicant must be able to demonstrate quality teaching performance. Quality teaching shall be demonstrated via resume of the applicant, letters of recommendation provided by the peers of the applicant and district administrators, and the district evaluations of the applicant. Upon application, the applicant waives, for purposes of this procedure only, the confidentiality of performance evaluations, in order for the Resident Educator Committee to review the applicant's evaluations.

d. The Program Coordinator shall provide opportunities for professional growth and development for both Resident Educators and mentor teachers to support their needs in working with the Resident Educator Program guidelines.

6.154 Restrictions:

a. The Resident Educator Program cannot be used, in any way, as a remediation program.

b. No mentor teacher shall participate in any formal evaluation of their assigned Resident Educator, nor make, nor be requested or directed to make any recommendation regarding their formal evaluation or continued employment.

c. All interaction, written or verbal, between the mentor teacher and Resident Educator, shall be regarded with the highest level of confidentiality. Any violation of this confidentiality may be considered unprofessional and grounds for removal from the role of mentor teacher.

6.155 Protections: A mentor teacher shall be held harmless in the event that a Resident Educator does not successfully complete the requirements of the Resident Educator Program.

6.156 Compensation:

a. Provisions shall be made for the release of both mentor teachers and resident educators to complete the required observations and related work needed for completion of requirements for the Resident Educator Program.

b. In addition to released time, the Program Coordinator and mentor teachers shall receive a supplemental contract as per provisions in section 8.043, Supplemental Contracts, of the negotiated agreement.

6.157 Program Coordinator: The Resident Educator Committee shall select a Program Coordinator who will implement the general requirements as defined by the Ohio Department of Education Resident Educator Program and report to the committee and Superintendent/designee.

6.158 Program Options: Program options in addition to 1:1 Resident Educator/mentor assignment include cohort groupings, half time release of a mentor teacher and full time release of a mentor teacher, to complete the requirements outlined in the Resident Educator Program.

6.159 Program Review/Revisions: Mentor teachers shall complete an electronic survey for the Resident Educator Committee to be used to assess and evaluate the effectiveness of the Resident Educator Program. The committee shall meet to discuss the survey and any recommendations provided. Survey results and committee recommendations shall be communicated, in writing, to the Association and Superintendent/designee, no later than May 15.

6.16 Job Security: No member of the Bargaining Unit shall be adversely evaluated, disciplined, non-renewed, terminated or denied any professional advantage except for just cause. Sections 6.161 and 6.162 apply to discipline only.

6.161 Option of the Bargaining Unit Member: Any bargaining unit member confronted with the termination of their employment contract by the Board shall have the option of challenge to said action by utilizing the provisions of ORC 3319.16 and 3319.161 or by utilizing the provisions of this Master Contract, but not both. Should the bargaining unit member wish to utilize the provisions of this Master Contract to challenge said action, he/she must notify the Board of that decision within ten days of receiving notice that the Board is considering contract termination.

6.162 Progressive Discipline:

A. Informal Procedure:

Informal Warning: It is expected that most cases will be disposed of by an informal verbal warning without formal disciplinary action.

B. Formal Procedure:

1. Formal disciplinary action taken, except in cases requiring immediate suspension, shall be commensurate with the employee's offense, including the repetition of an action, without progressing to the next step.

2. The steps:

a. First Step - Written reprimand;

b. Second Step - Suspension(s) two (2) days with or without pay (Only the Superintendent shall have the right to suspend a teacher);

c. Third Step - Suspension(s) five (5) days with or without pay (Only the Superintendent shall have the right to suspend a teacher);

d. Fourth Step - Discharge (Only the Board of Education shall have the authority to discharge an employee).

3. Discharge shall be preceded by suspension, with or without pay, pending investigation and the completion of the due process procedure. A suspension may be converted to a discharge following investigation and the completion of the due process procedure provided an employee has been advised at the time of the suspension that discharge may follow. The suspension pending potential discharge envisioned in this paragraph is not the same as a suspension under paragraph (B)(2) or (C)(2) of this section, and may continue until the Board acts on a resolution to terminate the affected teacher's contract(s). If the suspension pending potential discharge does not result in discharge, the employee, unless otherwise agreed by the parties, shall be reimbursed for lost pay, if any.

C. Due Process Procedure:

1. Except in cases requiring immediate suspension, no employee shall be disciplined without first having been given due process in accordance with the following procedure:

a. Notice of Allegation and Conference: A written notice setting forth the allegations, which, if substantiated, could result in disciplinary action, shall be delivered in person and receipted

or sent to the employee by certified mail. The notice shall include the time and place of a conference to discuss the allegations.

b. Conference: The conference to discuss the allegations shall be attended by the employee, the employee's Association representative(s), and the Board's representative(s). The conference shall be held no sooner than three (3) days nor later than ten (10) days following the employee's receipt of the notice of allegations or at the time and place mutually agreed upon by the parties.

c. Notification of Disposition: The employee and the Association President shall be notified immediately by certified mail in writing and via email of the disposition of the matter. If a determination has been made to take disciplinary action, the notice of disposition shall include the disciplinary action to be taken and the reason(s) for the action.

2. In cases of immediate suspension, the written notice of allegations shall be presented to the employee within twenty-four hours following the suspension, and the conference shall be held as expeditiously as possible.

D. Privacy of Proceedings: No employee shall be disciplined in the presence of other employees or in public. To the extent provided by law, all matters herein shall be kept confidential.

6.17 Class Size

6.171 Ratio - District Wide:

A. The ratio of teachers to pupils on a district-wide basis shall be at least one full-time equivalent classroom teacher per twenty-five (25) pupils in average daily membership. Said ratio shall be calculated in accordance with Sections 3317.02 and 3317.023 of the Revised Code.

B. Adjustments at the beginning of the school year must be completed by October 15th.

6.172 Elementary Class Size:

a. No regular class, Grades K-8 shall have more than twenty-seven (27) pupils. A teacher will be compensated $500.00 for the twenty-eighth (28) student, $750.00 for the twenty-ninth (29) student and $1,000.00 for the thirtieth (30) student each semester, provided the class roster reflects 28 or more students for forty five days or more of the semester. No regular elementary class (K-8) shall exceed 30 pupils.

b. When a class size is such that it exceeds the limits set forth in this section and a solution is not available by transfer in the building where it occurs, the Superintendent/designee will have a twenty (20) working day period in which to cure the situation by some alternative action.

c. Special education pupils who spend more than half of their instructional time inside the regular class shall be counted in the calculation of class size in their regular class.

d. Elementary specialist teachers (art, music, physical education, and computers/ technology) shall meet with and teach students from one regular classroom teacher at a time. Small classes of self-contained special education students may be combined into teaching groups of up to a maximum of twenty-five (25) students per group provided the elementary specialist agrees to the compatibility of the students.

6.173 **High School Class Size**: No regular class in the High School shall have more than twenty-nine (29) pupils, except Physical Education which shall have a limit of forty (40). A teacher will be compensated $500.00 for the thirtieth (30) student each semester, provided the class roster reflects thirty (30) or more students for forty-five days or more of the semester.

6.18 Class Load

1. All teachers shall have 45 minutes of planning per day.

3. Each teacher may have an administrative assignment each day in lieu of an instructional assignment.

4. During the first week of any grading period, the Principal shall attempt to correct imbalances in class loads.

5. Lunch period shall not be an instructional period.

A. Class Load Number - Grades 6-7-8: No teacher in grades 6-7-8 shall have more than one hundred seventy (170) students per day.

6.182 High School Class Load:

1. All teachers shall have 45 minutes of planning per day.

2. Each teacher may have an administrative assignment each day in lieu of an instructional assignment.

3. During the first week of any grading period, the Principal shall attempt to correct imbalances in class loads.

4. Lunch is not an instructional period.

A. Class Load Number: No teacher in the High School shall have more than one hundred eighty (180) students per day.

6.183 Block Scheduling--Middle School and High School: The administration shall have the flexibility to utilize block scheduling.

The class size shall not exceed the provisions of Section 6.17 of The Agreement per block period, however, under block scheduling the class load shall be calculated by multiplying the number of periods in the block by the number of students in the class.

6.184 Exemptions:

a. The standards listed in 6.17 and 6.18 shall not apply to the following:

1. Physical education 6th-7th-8th grades

2. Study hall (the number of students assigned to a study hall shall not exceed the number of seats in the room.)

3. Directed co-curricular activities

4. Community service courses

5. Instrumental music classes

6. Vocal music classes

b. The standards listed in 6.172 shall not apply to the following:

1. Directed co-curricular activities

2. Instrumental music classes

3. Vocal music classes

c. The standards listed in 6.173 and 6.174 shall not apply to the following:

1. Physical education Grades 5-8 at Middle School shall have a limit of forty (40) pupils.

2. Study hall

3. Directed co-curricular activities

4. Community service courses

5. Instrumental music classes

6. Vocal music classes

6.19 **Implementation - Student Enrollment:** Class size will be based upon a student count taken at the end of the second full week in October and at the end of the second week of the second semester for the second semester classes.

6.20 **Criminal Background Check(s):** All potential new hires offered employment as part of the bargaining unit shall be required to receive a status of "NO CRIMINAL HISTORY RECORD on file" or its equivalent on both an Ohio BCI criminal background check (completed by The Ohio Bureau of Criminal Identification and Investigation) and an FBI criminal background check (completed by The Federal Bureau of Investigations). In cases that the potential new hire has successfully completed both the Ohio BCI and the FBI criminal background check(s) within the last 365 days, a valid copy of the criminal background check(s) must be provided to the Office of Human Resources for validation. Until this process is complete, the district will not proceed any further with the new hire process until this requirement has been met.

6.21 **Ohio Improvement Process:** The Ohio Improvement Process (OIP) is the collaborative model used in the district for participation in academic and non-academic decision-making. The three areas include Teacher Based Team (TBT), Building Leadership Team (BLT) and District Leadership Team (DLT). The goal for the Ohio Improvement Process is to improve educational outcomes for students.

All teachers shall participate in Teacher Based Teams. Participation in Building Leadership Team and District Leadership Team is voluntary. Any teacher wishing to participate in either Building or District Leadership Teams shall submit their interest to the Superintendent in writing for consideration. The Association President may also provide recommendations in writing of individuals for Building and District Leadership Teams to the Superintendent for consideration.

6.22 **Petty Cash:** A petty cash fund shall be established in each building in an amount not to exceed five hundred ($500.00) dollars per building. Such fund shall be used for the reimbursement of expenditures not to exceed forty ($40.00) dollars per occurrence. In order for a teacher to be reimbursed for expenditures, prior approval must be obtained from the building principal. Purchases that are to exceed forty ($40.00) dollars will not be eligible for reimbursement through petty cash and must be handled through the normal purchase order process.

The Treasurer retains the right to discontinue the petty cash fund in any building which does not manage the fund according to appropriate audit/control procedures.

6.23 Local Professional Development Committee

6.231 Definition/Purpose: Pursuant to O.R.C. 3319.22(A) and O.A.C. 3301-24-08 (Teacher Licensure Law and Regulations), a Warren Local Professional Development Committee ("WLPDC") shall be maintained over the life of the Agreement to review individual professional development plans, to approve certification/licensure renewals, to approve programs and requests for CEU credit, and to educate district personnel on WLPDC policies.

6.232 Committee Members: The WLPDC shall have six (6) teacher members appointed by the Association and five (5) administration members appointed by the Superintendent. Vacancies shall be appointed by the Association for teacher member vacancies and by the Superintendent for administrative vacancies. Whenever an administrator's plan is being discussed or voted upon, the WLPDC shall, at the request of one of its administrative members cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.

6.233 Term of Office: Each member of the WLPDC shall serve a three (3) year term, with the terms staggered to provide continuity.

6.234 Compensation and Release Time: WLPDC members shall not receive any extra compensation for work during release time. WLPDC members will meet at least three times a year. Dates of those meetings will be set prior to convocation. WLPDC teacher members working outside of regular work hours shall be compensated at the contractual hourly rate up to a total of forty (40) hours per teacher per fiscal year. Additional time may be granted upon the approval of the Superintendent.

6.235 Board Support: The Board will provide the WLPDC with meeting space, filing space, certificate/license tracking services and secretarial support. The WLPDC shall be allocated an appropriate budget as requested by the WLPDC and as determined by the Superintendent/designee.

6.236 Committee Autonomy: The WLPDC shall determine its own meeting times, governing rules and criteria for approval of individual education plans and training requirements for members.

6.237 Appeals Process:

a. Any decisions made by the WLPDC may be appealed by the teacher or administrator first to the full WLPDC. A teacher or administrator who disagrees with the decision of the WLPDC may then appeal to a three person panel consisting of one (1) district teacher/administrator selected by the teacher/ administrator, one (1) district teacher/administrator selected by the WLPDC, and one (1) district teacher/administrator mutually agreed upon by the teacher/administrator and the WLPDC. The panel shall be composed of a majority of teachers for an appeal filed by a teacher or a majority of administrators for an appeal filed by an administrator.

b. Should the teacher/administrator and the WLPDC be unable to reach mutual agreement on the third panel member within thirty (30) calendar days of the filing of the appeal, the Superintendent and the WEA President shall develop a list of five (5) panel candidates. The teacher/administrator and the WLPDC shall then use the alternate strike method to select the third panel member from the list. The teacher/administrator shall strike first and third, while the WLPDC shall strike second and fourth.

6.238 Evaluation of Services: Other than a notation to the effect that a teacher served as a member of the WLPDC, the teacher's activities as a member shall not be part of his/her evaluation.

6.239 Report of Activities: By the close of each school year, the Committee shall submit a report of its activities, structure and plans to the Superintendent of Schools and the President of the Warren Education Association.

6.24 Provision of a Free Appropriate Public Education For Disabled Students

6.241 District Obligations: The WEA and the Board recognize that state and federal statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not disabled by providing a special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual disabled student will dictate the environment in which the child is educated and that each student's educational plan will be developed in accordance with his/her individual special needs.

6.242 Factors in Determining Options: Recognizing all statutory obligations, the continuum of options available to disabled students and the potential impact of these obligations and options in the regular classroom setting, the following factors will be considered:

A. The education benefits, both academic and nonacademic, available to a disabled student in the regular classroom setting and the disabled student's progress, with appropriate supplemental aids and services;

B. The effects and impact of the disabled student's inclusion in the regular education classroom setting upon the other children in the class, both positive and negative (e.g. unreasonable classroom disruptions or diversions of instructional time despite appropriate supplemental aids or services); and

C. The cost of necessary supplemental services.

6.243 Rights and Responsibilities of Staff: Any teacher directly involved in educating a student who is being served under an IEP or 504 plan, will be given a copy of the student's plan which will be clarified when clarification is needed. Said teachers will be given the opportunity to be present at the IEP/504 Plan team meeting to provide input and feedback in the development, implementation, or revision of that plan. Teachers are encouraged to seek assistance in implementing the plan. The IEP/504 plan will designate the individual to whom the teacher should go to discuss questions and concerns related to subsection (B) above or seek revisions or interventions. A teacher who has been directly involved for a reasonable period of time (a minimum of one grading period) in educating the student served on an IEP/504 Plan and believes the IEP/504 Plan needs modification to be appropriate for the student may request a meeting to review the IEP/504 Plan. The meeting shall be scheduled within fifteen (15) working days from the date of the request. All affected parties shall be properly notified in accordance with state and federal law.

6.244 Responsibilities of the District: Recognizing that special classes, separate schooling, or removal of children with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily, the District will be pro-active in:

1. Exploring outside resources that will support and assist the affected teacher in providing education in the least restrictive environment;

2. Providing in-service training to teachers to assist in addressing the legal and educational needs of the disabled students in a regular classroom environment;

3. Exploring successful models of inclusive programs in a regular education environment for consideration and possible implementation; and

4. Providing the individualized supplementary aids and services, including personnel, that may be necessary to provide instruction, medical procedures, or custodial care in a regular education environment.

6.245 Special Education Class Load:

A. No special education teacher shall have more than the maximum number of pupils permitted by the Ohio Department of Education Operating Standards for Ohio Educational Agencies Serving Children with Disabilities. If the district will exceed pupil maximums of the Ohio Department of Education Operating Standards for Ohio Educational Agencies Serving Children with Disabilities, the Association must be invited to participate in the background meetings occurring during the term of this Agreement. The Association President shall annually be given the opportunity to meet with the Executive Director of Special Education to review those aspects of the Ohio Department of Education Operating Standards for Ohio Educational Agencies Serving Children with Disabilities and supporting documentation related to pupil maximums. In the event such rules are amended during a school year, then appropriate adjustments will be made beginning at the start of the next school year. The WEA and the Board agree that changes will not be made during the middle of a school year.

B. The population of students with identified disabilities as part of a regular education classroom or specialists' classroom may not exceed instructional maximums for special education classrooms except in band and choir.

6.246 Movement of a Special Education Classroom Unit: A special education teacher and a core of his/her assigned students may be moved to a different school when a building is reconfigured, when a building is closed or when appropriate space limitations so require.

6.247 Continuum of Special Education Services to Students with Identified Disabilities:

A. Students with identified disabilities may be served in a variety of ways. Not all methods will be used in any one building. All services shall be delivered in accordance with Model Policies and Procedures for the Education of Children with Disabilities. Such methods may include but are not limited to:

co-teaching using a Special Education (Intervention Specialist) teacher and a regular education teacher in the same classroom setting*;

a floating special education (Intervention Specialist) teacher supporting and supplementing the inclusion efforts of the regular classroom teachers*;

resource room (may include cross-categorical groupings of special needs children);

consulting services by a special education (Intervention Specialist) teacher to a regular education teacher; and

mainstreaming, where appropriate, so a general education teacher provides all services in a general education setting.

* With regard to scheduling of special education teachers at the middle school and high school level, reasonable efforts shall be made to take into account special education teachers' areas of strength and necessary preparation time in the regular education curriculum.

B. No educational aide shall take the place of the services of a special education teacher.

6.248 Nothing in this article should be considered in a manner inconsistent with federal or state laws governing the education of disabled students.

6.25 Newly Hired Teachers

6.251 All teachers new to the district, including those rehired by the district after retiring into STRS, must provide the following documentation to the Office of Human Resources within thirty (30) calendar days beginning with the teachers first day of instruction with the district:

- Valid Ohio teaching certificate/license or acceptable proof of certification/licensure;
- Official transcript(s) of all college/university coursework, including a copy of all degrees earned;
- Official verification of a current satisfactory TB test;
- Official verification of a current satisfactory doctor's examination;

- If in the possession of the employee, a copy of a current BCI/FBI report;

- Copy of the employee's valid government issued photo ID, social security card and/or birth certificate.

6.252 Failure on the part of the employee to provide said documentation within the required time frame could result in the employer withholding 25% of the affected employee's gross pay. Said withholding could begin with the first pay after the 30th calendar day of instruction and would end with the first paycheck after the Human Resources Office is in possession of all required documentation. Any compensation withheld under this Section of the Agreement will be paid to the affected employee in the second paycheck after the Human Resources Office is in possession of all required documentation.

6.253 Should an employee fail to provide the required documentation within forty-five (45) calendar days after the first day of instruction he/she may be suspended without pay until the Human Resources Office is in possession of all required documentation.

6.254 For purposes of placement on the salary schedule, employees affected by Section 6.25 of the Agreement must provide the Human Resources Office with official verification of all previous years of teaching employment before he/she can be credited with previous experience per Section 8.11 of the Agreement. Any advancement on the salary schedule due the employee shall become effective once the Human Resources Office is in possession of the required documentation and will be reflected in the next pay check due the affected employee.

6.26 **Textbooks:** Teachers who have concerns about the adequacy of the supply of textbooks or instructional materials necessary to deliver the Board-adopted curriculum should express their concerns to the Superintendent or Superintendent's designee and follow up in writing. If the matter is not resolved to the teacher's satisfaction, the matter may be brought to the Superintendent.

6.27 Workplace Injuries/Worker's Compensation/Return to Work

6.271 When an employee sustains an injury believed to be work related, he/she must report the injury as soon as possible to his/her immediate supervisor. The injured employee must complete an Employee Accident Report.

6.272 An injured employee who is off work must be on a leave, and may apply for any leave he/she qualifies for under Article V.

6.273 The Board, the employee and the Association will meet to discuss the specifics of any transitional work plan proposed for an employee in

advance of implementation. If the Association does not object to the specifics of the plan, the Board may follow such plan.

6.28 Drug and Alcohol Program:

6.281 Purpose: Employees are the Board's most valuable resource, and for that reason their safety and health is of paramount concern. The Warren City Schools Board of Education maintains a strong commitment to its employees to provide a safe workplace and to establish programs promoting high standards of safety and health. Consistent with the spirit and intent of this commitment, the board expects employees to report for work in proper condition to perform their duties. One intent of this program is to prevent the use of or the possession of drugs and alcohol in the working environment or arrival at work with them in the employee's system. Use of these substances poses a serious threat to the health and safety of all employees. This provision is intended to allow the Board to adopt a policy and implement a program that complies with the minimum requirements for the Bureau of Workers Compensation's Level 1 Drug Free Workplace Program.

6.282 Employee Responsibilities: Under this program, employees are responsible for the following actions:

A. Avoiding the use of, and any involvement with, illegal drugs;

B. Avoiding the use of alcohol while at work and controlling off-the-job use of alcohol and other substances so as to ensure that such use does not adversely affect safety, productivity or job performance;

C. Using medication or prescription drugs only in accordance with prescriptions and physician's directives;

D. Abiding by the terms of this program;

E. If convicted of violating a criminal drug statute based on actions involving illegal drugs that occur in the workplace, notifying the Office of Human Resources within five (5) calendar days of the conviction.

6.283 Prohibitions:

A. Illegal Drugs: The manufacture, use, sale, trafficking, purchase, transfer, distribution, dispensing or possession of any illegal drug by any employee while on duty, or on or about the District's premises is prohibited and may result in disciplinary action (and may subject the individual to criminal prosecution).

B. Alcohol: The unauthorized use of or intoxication by alcohol by an employee while at work may be subject to disciplinary action. This does

not attempt to regulate off-the-job alcohol use, except to the extent an employee comes to work under the influence of alcohol.

C. Medications: In certain situations, an employee's use of medication can pose a risk to the safety of the employee or to others. If an employee's use of any medication could adversely affect the safety of the employee, co-workers, students or members of the public; the employees job performance; or safe or efficient District operation, then the employee must provide his/her supervisor with a physician's notice that specifies any on-duty-related limitations resulting from use of the medication. The knowing failure to provide such notice of work limitation may subject the employee to disciplinary action.

D. Discipline: Discipline implemented for violation of this policy shall be considered on a case by case basis and is subject to Section 6.16 of this Agreement.

6.284 Employee Assistance: It is the District's intention to help any employee who has a substance-abuse problem in situations where the individual seeks assistance. We will attempt to accommodate an employee who seeks and undergoes treatment and will attempt to protect the privacy of the individual. An employee who seeks assistance for a problem with drugs or alcohol prior to any infraction of this policy will not be subject to any adverse discipline taken for seeking such assistance. This does not protect the employee from disciplinary action for violation of the prohibitions in 6.293.

If you seek assistance for a problem with drugs or alcohol, contact the Superintendent/designee about available counseling, rehabilitation and employee assistance. An employee may also call toll free the national Institute on Drug Abuse Hotline at 1-800-662-HELP.

Please do not hesitate to contact the Superintendent/designee if you have any questions about employee assistance for a drug or alcohol problem.

6.285 Drug and Alcohol Testing: The following provisions are being established to ensure and maintain that the Warren City School District is a drug-free workplace. There will be testing of current employees only if there is reasonable suspicion as defined in the BWC Drug Free Workplace Program that the employee is at work under the influence of illegal drugs or alcohol. The Board's policy will allow for testing under the following conditions:

1. Provide for the supervisor trained in the detection of alcohol and drug use, to order a drug screen and/or alcohol breathalyzer test(s) immediately when there is reasonable suspicion that an employee has been using drugs or alcohol.

2. Drug or alcohol testing may be administered to any employee to determine their fitness for duty when there is reasonable suspicion to believe the employee may be unfit for duty.

3. A refusal to submit to a drug or alcohol test or engage in conduct that clearly obstructs the testing process shall be treated as a positive test.

4. The urinalysis procedure for obtaining the urine specimens will be done in accordance with an accredited procedure established by the provider of service.

5. Alcohol Breathalyzer Test: The Superintendent or designee shall order the employee to report for an alcohol test after the appropriate arrangements have been made, if there is reasonable suspicion that an employee is under the influence of alcohol.

6.29 Credit Flex Program:

6.291 Credit Flex Committee: A Credit Flex Committee (CFC) shall be established at Warren G. Harding High School. The functions of the CFC shall be to:

- Establish a calendar of CFC meeting dates, times, places for the academic school year,
- Develop a rubric to be used for credit approval of all Credit Flex classes,
- Review/approve/reject individual student plan(s) for participation in the Credit Flex Program,
- Determine the credit value to be assigned to each individual student plan for a Credit Flex class,
- Inform the school community and parents about the Credit Flex Program, and
- Maintain a library of courses offered under the Credit Flex Program.

6.292 The CFC shall be comprised of one (1) Guidance Counselor (to be the Counselor of record for the student applicant), one (1) content classroom teacher to be selected from volunteers within the department from which the student is seeking approval for a Credit Flex class, and three (3) consistent teacher members. Initially, consistent teacher member A. shall serve a three (3) year term of office, consistent teacher member B. shall serve a two (2) year term of office, and consistent teacher member C. shall serve a one (1) year term of office. As the initial terms of office for the consistent teacher members A, B, and C expire, their individual successor shall serve a three (3) year term of office.

6.293 Upon execution of this Agreement and thereafter, the three (3) consistent CFC member positions shall be posted and offered to members of the bargaining unit as a supplemental contract under Salary Table B of the Agreement. Said supplemental contracts shall be compensated at an index of 3.0.

6.294 Any Guidance Counselor and Content area teacher serving as a non-consistent member of the CFC shall be compensated at the Subsidiary Teaching Duty rate of pay contained in Section 8.043 of the Agreement for all time working on the Credit Flex Program outside of his/her work day, and for their attendance at the Credit Flex Program training provided by the Board outside of his/her work day.

6.295 The Board shall provide to all CFC consistent and non-consistent members the training necessary for said members to perform their responsibilities on the CFC.

6.296 **Teacher of Record:** The Teacher of Record (TOR) shall be a member of the bargaining unit who volunteers to serve as a TOR for a student participating in the Credit Flex Program. The responsibilities of the TOR shall include:

- Overseeing the Credit Flex Program of his/her student(s),
- Evaluating the progress of his/her student(s) towards the completion of their Credit Flex Program,
- Conferencing, as needed, with the student(s)/parents/guardians of his/her Credit Flex student(s),
- Issuing quarterly interim and final grades for his/her Credit Flex student(s), and
- In the event an internship is a part of the Credit Flex Program of his/her student(s), to communicate/work, as needed, with the community mentor of his/her student(s).

6.297 **Compensation for the TOR:** The TOR for each student using the testing out option of the Credit Flex Program, shall be compensated at the Subsidiary Teaching Duty rate of pay contained in Section 8.043 of the Agreement for up to five (5) hours of for his/her time outside of the normal workday. The TOR for each Credit Flex student shall be awarded a supplemental contract for work outside of his/her normal workday and be compensated at an index of 2.0 for each ½ credit hour that his/her Credit Flex student could earn upon completion of their Credit Flex Program. The TOR for each Credit Flex student that involves an internship as a component of the Credit Flex Program shall be awarded a supplemental contract for work outside of his/her normal workday and be compensated at an index of 1.0 for each ½ credit hour that his/her Credit Flex student could earn upon completion of their Credit Flex Program.

6.298 **Limitations on TOR:** No teacher shall be the TOR for more than three (3) students participating in the Credit Flex Program at any one time. Furthermore, the credit recovery program of the Board is excluded from the provisions of Section 6.30 (Credit Flex Program) of the Agreement.

6.299 In the event a minimum of ten (10) students select the Credit Flex Program option in the same course, the Board shall have the option to establish a class for the Credit Flex students and the TOR as a part of the regular teaching duties of the TOR in lieu of the additional compensation identified in Section 6.307 of the Agreement.

ARTICLE VII EMPLOYEE BENEFITS

7.01 Insurances

7.011 General Provisions:

a. The Board agrees to provide at Board expense, except as provided in Section 7.011 c. below, hospital, surgical, major medical, dental, prescription drugs and vision benefits for all full-time members of the Bargaining Unit and their dependents (see Appendix J).

b. The Board agrees to provide at Board expense, on a pro-rated basis and except as provided in Section 7.011 c. below, hospital, surgical, major medical, dental, prescription drugs and vision benefits for all part-time members of the Bargaining Unit and their dependents (see Appendix J).

c. Employee Cost Sharing:

1. Effective July 1, 2023 each employee (exclusive of the spouse of another employee of the District who is affected by this provision and as described below in Section 7.011 c. 2.) shall pay thirteen (13) percent of the premium cost of health care. Said payment shall occur through payroll deduction and shall be calculated on twenty-four equal installments. Said payments shall be made with “pre-tax” dollars.

2. Married couples who are both employed by the District shall share in the cost of health care as follows: in the event both spouses are covered by the same Family or Employee/Spouse plan, then the spouse with the highest annual salary shall have the appropriate contribution for the cost of health care deducted from his/her pay checks; in the event one spouse has a Family Plan and the other spouse has a Single plan, then both spouses shall have the appropriate

contribution for the cost of his/her health care plan deducted from his/her individual pay checks.

d. Tiers of Coverage: For coverage beginning on July 1, 2013, eligible employees shall have the option of selecting from the following tiers of coverage:

- Single Coverage
- Employee/Spouse Coverage
- Employee/Child(ren) Coverage
- Family Coverage

e. A bargaining unit member whose effective date of employment or re-employment is the 1st through the 5th day of the month shall have their insurance benefits made effective the 1st of the month. If the effective date is the 6th through the end of the month, the bargaining unit member's insurance benefits shall be effective the 1st day of the next month.

f. The complete coverage is expected to be outlined in the plan booklet published by the carrier, and is expected to be distributed to all members of the bargaining unit.

g. Insurance coverage under Article VII will be continued through August for teachers whose limited contracts are suspended that year and who are eligible for re-employment with the Warren City Schools.

h. Upon receipt, the Warren Board of Education shall provide the bargaining agent with a comprehensive copy and each addendum for each of the aforementioned insurances.

i. <u>Spousal Coverage</u>:

(1) Notwithstanding Section 7.011(a) and (b) If an employee's spouse is eligible to participate as a current employee or retire in group health, prescription drug, dental and/or vision insurance or coverage (other than Medicare) sponsored by his/her employer or retirement system (collectively referred to as "employer-sponsored group insurance coverage"), the spouse must enroll in such employer-sponsored group insurance coverage, or must pay $325 per month toward their family coverage in addition to any other payments otherwise due. Upon the spouse's enrollment in any such employer-sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Warren City Schools (WCS) will become the secondary payor of benefits for

the spouse. This Spousal Coverage Section does not apply to spouses who are eligible for Medicare.

(2) If a spouse's eligibility for coverage with employer-sponsored group insurance coverage is terminated, the spouse may return to Warren City Schools primary coverage without penalty.

(3) Every WCS employee whose spouse participates in the Warren City School's group health, prescription drug, dental and/or vision insurance coverage shall annually and upon request complete and submit to the WCS, a written declaration (Spouse Eligibility Certification form) verifying whether his/her spouse is eligible to participate in employer-sponsored group insurance coverage. If a completed form is not returned and received by the Benefits Insurance office by September 1 of any year, it will be assumed the spouse is eligible for and declined employer sponsored group insurance coverage and the $325 per month will be deducted from the employee's salary on a nonrefundable basis until the form is provided. If the form is requested at another time of year, it must be returned within thirty (30) days or, again, it will be assumed the spouse is eligible and declined employer sponsored group insurance coverage and the $325 per month will be deducted from the employee's salary on a nonrefundable basis until the form is provided. Once the form is provided, the monthly fee assessment will be in accordance with 7.011 (i.)(1), above.

(4) Employees must timely notify the Warren City Schools Plan of a change in their spouse's eligibility for employer-sponsored group insurance coverage. Failure to timely notify is considered the equivalent of falsification of the certification form.

j. A committee consisting of representatives from the various bargaining units representing district employees shall be established by the Superintendent. The Committee shall meet at least three (3) times per school year, and more frequently if the Committee determines there is a need to do so. The first meeting date will be determined prior to convocation. The Warren Education Association shall be represented on such committee by three (3) members, chosen by the WEA President. The Board shall be represented by three (3) members, chosen by the Superintendent. The purpose of this committee shall be to address the quality and cost of health insurance for all enrollees of any district health insurance plan. The duties of the committee shall be to review and analyze all pertinent healthcare and health insurance information germane to the stated purpose of the committee and make recommendations regarding health insurance and healthcare systems for the district to the Superintendent and the Association Presidents. If accepted by both the Superintendent and the Association Presidents,

the recommendation(s) shall be binding during the life of the Agreement without the need for ratification.

k. The parties recognize that a provider can notify the Board of its intent to no longer make available certain coverage options. If, over the life of this Agreement, the Board receives notice that a provider will no longer make available any portion of the coverage provided in the Agreement, inclusive of Appendix J, the Board will convene the insurance committee to solicit bids from an alternative carrier(s). The committee shall seek to maintain the coverage as provided in the Agreement at the same or lower costs to the Board. Should the committee be unable to meet this charge, the Board and the Association shall meet to bargain a change in the insurance coverage. If thirty (30) days from the initial negotiation session have passed and a tentative agreement has not been reached, any unresolved issues shall be submitted to binding arbitration under the Expedited Labor Arbitration Procedures of the American Arbitration Association. The arbitrators' role, rather than contract interpretation, shall be to determine a resolution of the unresolved issues that is fair to all parties. The costs of said arbitration shall be divided equally between the Board and the Association.

7.012 Life Insurance: During the term of this Contract, the Board shall provide group life term and accidental death and dismemberment benefits for all teachers. The amount of life insurance and accidental death and dismemberment benefits shall be determined on the anniversary date of the present coverage. The Board shall provide thirty thousand dollars ($30,000) of term life insurance and dismemberment benefits with the premium to be paid by the Board.

7.013 Dental:

a. During the term of this Contract, dental care coverage shall be provided for all teachers and their dependents, up to age 26, if unmarried. The dental plan shall be in accordance with the Ohio Medical Indemnity, Inc. endorsement of February 1, 1977, as follows:

1. Dependent children to age 26.

2. Orthodontics for unmarried dependent children to age 26.

3. Deductible amount payable by employee for each member of family: $50

4. Percentage payable by Ohio Medical for orthodontics $1,000.00 maximum: 60%

5. Percentage payable by Ohio Medical for all other covered dental services and supplies: 80%

6. Maximum amount payable for each dependent child for orthodontics during dependent child's lifetime: $1,000

b. The Board shall pay the premium for the dental plan for all teachers and their dependents.

7.014 Prescription Drugs: During the term of this Contract, prescription drug coverage shall be provided for all teachers and their dependents who elect to receive such coverage. The Board shall pay the premium. The coverage shall be an "open" Formulary Plan ("open" shall be defined as prescriptions for both formulary and non-formulary drugs are covered, but at different levels of co-payment by the employee). Generics shall be mandatory unless the patient has had a negative reaction to the generic medication or the physician requires a brand name formulary or non-formulary as applicable. The carrier shall establish the formulary list of drugs, and the employee co-payments shall be as follows:

Generic	$5 per prescription
Brand Name - Preferred	$30 per prescription
Brand Name - Non-Preferred	$40 per prescription
Specialty	$50 per prescription

Mail Order (90 day supply) Plan:

Generic	$10 per prescription
Brand Name - Preferred	$60 per prescription
Brand Name - Non-Preferred	$80 per prescription

7.015 Vision Care Insurance:

a. Vision care coverage shall be provided for all teachers and their dependents up to age 26, if unmarried, as per the specifications below. The premium shall be paid by the Board.

In Network Benefits:

1.	Examination	One in any 12 month period
2.	Lenses (if required)	One in any 12 month period
3.	Frames (if required)	One in any 24 month period

4.	Exam Co-pay	$15.00
5.	Materials Co-pay	$40.00
6.	Wholesale Frame Allowance	$45.00

Out of Network Benefits:

1.	Examination	One in any 12 month period
2.	Lenses (if required)	One in any 12 month period
3.	Frames (if required)	One in any 24 month period
4.	Exam $35.00	
5.	Single Vision Lens	$25.00
6.	Bifocal Lens	$40.00
7.	Trifocal Lens	$55.00
8.	Lenticular Lens	$80.00
9.	Frame $45.00	
10.	Elective Contact Lenses	$105.00
11.	Necessary Contact Lenses	$210.00

7.016 Voluntary Non-Participation in Health Insurance Coverage:

a. The Board shall establish a qualified cafeteria plan subject to Section 125 of the Internal Revenue Code of 1986 as amended, and any and all of the rules and/or regulations promulgated thereunder, with the intent being that there is no tax liability to those who choose the health insurance plan rather than the waiver. Employees electing to waive the health insurance plan will be responsible to pay tax on any money received in lieu of the coverage. The Board will withhold taxes, as per past practice.

b. In accordance with the terms of the cafeteria plan, any bargaining unit member who voluntarily elects not to participate in any of the

Board-provided health insurance, or elects to receive only prescription drug, dental, and vision coverage, shall indicate so on a waiver form provided by the Board. Bargaining unit members are eligible to not participate in Board-provided insurance only if they have coverage from a source other than the Warren City School District. The waiver shall have an effective date of the next following first day of the month. (Health insurance is defined as any Board provided insurance except life insurance.)

c. Any bargaining unit member who elects to withdraw from the insurance program as provided above shall be paid $125 per full month ($1,500.00 a year), or an appropriate proration for part-time employees based upon the board payment of their benefit costs. Said bargaining unit members shall not contribute towards the cost of health care, as specified in Section 7.011 c. of the Agreement. Any bargaining unit member who elects to receive prescription drug, dental and vision coverage only shall be paid $62.50 per full month ($750.00 a year), or an appropriate proration for part-time employees based upon the Board payment of their benefit costs. Said bargaining unit members shall make a proportional contribution towards the cost of health care, as specified in Section 7.011 c. of the Agreement.

d. Any bargaining unit member who voluntarily waives participation in the health insurance program shall be entitled to return to coverage under this Agreement during the annual open enrollment period, or at any time at the member's option if it is permissible under the terms of the cafeteria plan. A member who opts back into the insurance plan shall have an effective date the succeeding first day of the month, and, at that time, shall be required to participate in any applicable cost sharing as specified in Section 7.011 c. of the Agreement.

7.017 **Flexible Spending Account (FSA)**: Effective January 1, 2012, all members of the bargaining unit shall have the option to participate in a Flexible Spending Account (FSA). Options available are:

1. Health Care Account with an annual maximum contribution as determined by IRS regulations.

2. Dependent Daycare/Elder Care Account with a maximum annual contribution as determined by IRS regulations.

7.02 **Severance Pay:**

7.021 A teacher with ten (10) or more years of service in the district who elects to retire from active teaching service or who dies while on active service, shall receive, or his/her estate shall receive, in one lump sum one-fourth (1/4) of the value of his/her accrued and unused sick leave to a maximum of thirty (30) days (1/4 of 120 days) multiplied times

his/her per diem rate at the time of retirement. In addition, there shall be added a sum equal to one-eighth (1/8) of the accrued and unused sick leave in excess of one hundred twenty (120) days multiplied times his/her per diem rate at the time of retirement. Subsequent to notification by the Treasurer to the teacher that the teacher is eligible for severance pay, the teacher shall make application for the same. (Payment shall then be made within thirty (30) work days of receipt by the Treasurer of written evidence of retirement into the State Teachers Retirement System. In the case of death in the interim period, the severance pay would become due and payable to the estate of the deceased. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accumulated by the teacher at that time. Such payment shall be made only once to any teacher.

7.022 The definition of "per diem" for the purpose of calculation of severance pay shall be the regular teaching salary, inclusive of the compensation for Professional Development days contained in the salary tables and exclusive of income earned from any or all supplemental contracts and/or extended time, divided by one hundred eighty-four (184) work days.

7.03 **Non-Resident Student Attendance:** Members of the bargaining unit represented by the Warren Education Association who are non-residents of the Warren City School District shall be permitted to have their children attend school in the District tuition-free.

7.04 **Early Retirement Incentive:** An employee shall be entitled to an early retirement incentive as set forth herein if he/she meets all the requirements of this Section and retires during his/her first year of eligibility (see definition of "first becomes eligible" and "first year of eligibility" and program exclusions below). Those individuals who first become eligible and do not elect this incentive during the year he/she first become eligible under this agreement and applicable STRS requirements will no longer be considered eligible. The early retirement incentive for each year of this Contract is specifically agreed to be:

2014-2015 school year	$	20,000
2015-2016 school year	$	10,000
2016-2017 school year	$	5,000

7.041 Qualification Requirements – The individual must:

7.0411 Be under contract at the time of application.

7.0412 Have completed a minimum of fifteen (15) years of consecutive service in the Warren City School District.

7.0413 Be eligible to retire under STRS requirements and meet the filing deadlines as listed in this Agreement.

7.042 "First year of eligibility" and "first becomes eligible" as used in this Section means a school year in which the employee:

1) meets the qualifications of Section 7.041, and

2) meets one of the following:

a) the teacher first becomes eligible for any age and service retirement benefits under the State Teachers Retirement System, having not previously been eligible for any age and service retirement benefits, or

b) the teacher becomes eligible for age and service retirement benefits under the State Teachers Retirement System with 30 years of service, even if the teacher had previously been eligible for an age and service retirement with fewer than 30 years of service, or

c) the teacher is eligible for age and service retirement benefits under the State Teachers Retirement System and has not been previously eligible for an early retirement incentive under the Early Retirement Incentive Program of 2005.

7.043 No Early Retirement Incentive shall be granted unless the employee submits his/her irrevocable resignation for retirement purposes by April 1 of the first year of eligibility under this provision and actually retires at the end of the regular school year, effective June 1, July 1, or August 1 with the STRS.

7.044 Payment Procedures: The Board of Education will pay the retirement incentive in January of the next year.

7.045 **Program Exclusions:** The following conditions will cause a teacher to be ineligible to participate in this retirement incentive program:

7.0451 Terminated, non-renewed, or resigned effective prior to the end of the school year of retirement.

7.0452 Failure to meet deadlines as listed in this Agreement.

7.0453 Currently retired and/or receiving retirement benefits from STRS.

7.0454 Failure to retire during the teacher's first year of eligibility as provided in this ERI program.

7.05 **Severance Pay Deferral Plan:**

1. Notwithstanding anything to the contrary in the Collective Bargaining Agreement between the Board and the WEA (the "Agreement") or Board policy, in accordance with the terms of this Section and any related provisions of a plan document subsequently adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring employees shall have their "Severance Pay" mandatorily paid into an annuity contact or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). Such payment shall be in lieu of the payment being made directly to the retired employee; and such payment shall eliminate all sick leave credit of the retired employee. For purposes of this Section, this arrangement is referred to as the 403(b) Plan.

For the purposes of this Agreement, a retiring teacher's "Severance Pay" is the teacher's severance pay under Section 7.02 of the Collective Bargaining Agreement between the Board and the WEA (the "Agreement") along with any payments under the Early Retirement Incentive Plan of 2005. Notwithstanding anything in this Agreement or Board policy to the contrary, the terms of the 403(b) Plan shall comply with the requirements of this Section 7.05.

2. Participation in the 403(b) Plan shall be mandatory for any teacher who meets all of the following requirements:

a. The teacher is employed after April 30, 2005.

b. The teacher retires and is thereby entitled to Severance Pay pursuant to the provisions of Section 7.02 and/or the Early Retirement Incentive Plan of 2005.

c. The teacher's last day of employment is in the calendar year in which he/she will attain age 55.

3. The terms of the 403(b) Plan shall include the following:

a. If a retiring teacher is a participant in the 403(b) Plan, in lieu of the teacher receiving a cash payment of his or her Severance Pay and/or the ERIP of 2005, an employer contribution shall be made on his or her behalf under the 403(b) Plan, in an amount equal to his or her Severance Pay and/or the ERIP of 2005.

b. If a retiring teacher is entitled to severance pay under Section 7.02 or a payment under the ERIP of 2005, but is not required to be a participant in the 403(b) Plan, the retiring teacher's severance pay and any payment under the ERIP of 2005 shall be payable to the retiring teacher in cash.

c. In the calendar year of retirement, or in any other calendar year, the total amount of severance pay that may be paid to a TSA under

the 403(b) Plan shall not exceed the maximum contribution amount allowable under the federal income tax law for TSAs that are intended to be tax qualified under IRC Section 403(b).

d. To the extent that a member's Severance Pay exceeds the maximum contribution allowable under the 403(b) Plan for any calendar year, the excess amount shall be payable to the 403(b) Plan in the following January, up to the maximum 403(b) Plan limits for that calendar year. If there is any remaining excess, it shall be paid in cash to the retiring member.

e. A member who is participant in the 403(b) Plan shall designate the TSA provider who is to receive the contribution under the 403(b) Plan; provided, however, that any such provider must be on the approved list of TSA providers that is in effect at the time of the employee's retirement; and the Board shall continue to have authority to continue to approve or disapprove of TSA contract providers. No contributions shall be paid by the Board to a TSA provider unless, and until, the retiring teacher has completed any TSA provider enrollment forms or other legal documents that will establish the TSA. TSAs shall be individual contracts owned by the 403(b) Plan participants. However, the Board, in its sole discretion, may offer one or more group 403(b) Plan contracts to participants.

f. If a member is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to the 403(b) Plan provider and shall be paid to a Beneficiary of the member in accordance with the terms of the 403(b) Plan provider's contract.

g. The Treasurer shall be the administrator of the 403(b) Plan, unless the Board delegates administration to a third party administrator. The 403(b) Plan administrator shall be permitted to administer, interpret and operate the plan as the Plan administrator shall deem necessary for compliance with IRC Section 403(b) and applicable regulations (including proposed regulations) and rulings thereunder.

4. All contributions to 403(b) Contracts shall be subject to reduction for any required tax withholding or any other withholding that the Treasurer, in his or her sole discretion, determines is required by law. Neither the Board, nor the Warren Education Association, guarantee any investment or tax results associated with the 403(b) Plan or elective deferrals that are made by a retiring teacher to a 403(b) Contract.

ARTICLE VIII SALARY TABLES

8.01 Salary Information:

8.011 Effective July 1, 2023 Base Salary $40,054 (4.89%), effective July 1, 2024 Base Salary $41,256 (3.0%), effective July 1, 2025 base salary $42,494 (3.0%).

a. Years of Service (steps) will pick-up from where they were frozen on June 30, 2011. Educational column placement will pick-up from where they are as of June 30, 2014**.**

8.012 Teachers with a Doctor's Degree shall receive $550 above the salary rate of the 30 graduate semester hours beyond the Master's Degree placed on respective step according to years of experience.

8.13 Longevity Step:

a. A longevity step at seventeen (17) years shall be added to Salary Table A providing for a one-time additional increment to those teachers having complete sixteen (16) years of service on the salary schedule, and thereafter, and having attained the seventeenth (17^{th}) step, the said teachers shall be subject to any further general wage increases negotiated between the parties.

b. A longevity step at twenty (20) years shall be added to Salary Table A providing for a one-time additional increment to those teachers having complete nineteen (19) years of service on the salary schedule, and thereafter, and having attained the twentieth (20th) step, the said teachers shall be subject to any further general wage increases negotiated between the parties.

c. A longevity step at twenty-four (24) years shall be added to Salary Table A providing for a one-time additional increment to those teachers having completed twenty-three (23) years of service on the salary schedule, and thereafter, and having attained the twenty-fourth (24^{th}) step, the said teachers shall be subject to any further general wage increases negotiated between the parties.

d. A longevity step at twenty-eight (28) years shall be added to Salary Table A providing for a one-time additional increment to those teachers having completed twenty-seven (27) years of service on the salary schedule, and thereafter, and having attained the twenty-eighth (28^{th}) step, the said teachers shall be subject to any further general wage increases negotiated between the parties.

8.02 a. **Salary Table - Teachers, School Nurses:** As determined by a calendar approved by the Board of Education, effective June 30, 2023.

Step	Bachelors Degree	Bachelors Plus 18	Masters Degree	Masters Plus 30	Doctor
1	40**,054** 1.00	**41**,656 1.04	44,059 1.10	46,062 1.15	46,612
2	41,656 1.04	43,258 1.08	46,062 1.15	48,065 1.20	48,615
3	43,258 1.08	44,860 1.12	48,065 1.20	50,068 1.25	50,618
4	44,860 1.12	46,863 1.17	50,068 1.25	52,070 1.30	52,620
5	46,863 1.17	48,866 1.22	52,070 1.30	54,073 1.35	54,623
6	48,866 1.22	50,869 1.27	54,073 1.35	56,476 1.41	57,026
7	50,869 1.27	52,871 1.32	56,476 1.41	58,879 1.47	59,429
8	52,871 1.32	55,275 1.38	58,879 1.47	61,283 1.53	61,833
9	55,275 1.38	57,678 1.44	61,283 1.53	64,086 1.60	64,636
10	57,678 1.44	60,081 1.50	64,086 1.60	66,890 1.67	67,440
11	60,081 1.50	62,484 1.56	66,890 1.67	69,694 1.74	70,244
12	62,484 1.56	65,288 1.63	69,694 1.74	72,498 1.81	73,048
13	65,288 1.63	68,092 1.70	72,498 1.81	75,702 1.89	76,252
14	68,092 1.70	71,296 1.78	75,702 1.89	78,506 1.96	79,056
17	70,896 1.77	74,500 1.86	78,906 1.97	81,310 2.03	81,860
20	73,699 1.84	77,705 1.94	82,111 2.05	84,113 2.10	84,663
24	76,503 1.91	80,909 2.02	85,315 2.13	86,917 2.17	87,467
28	79,307 1.98	84,113 2.10	88,519 2.21	89,721 2.24	90,271

8.02 b. **Salary Table - Teachers, School Nurses:** As determined by a calendar approved by the Board of Education, effective June 30, 2024.

Step	Bachelors Degree	Bachelors Plus 18	Masters Degree	Masters Plus 30	Doctor
1	41**,256** 1.00	**42**,906 1.04	45,382 1.10	47,444 1.15	47,994
2	42,906 1.04	44,556 1.08	47,444 1.15	49,507 1.20	50,057
3	44,556 1.08	46,207 1.12	49,507 1.20	51,570 1.25	52,120
4	46,207 1.12	48,270 1.17	51,570 1.25	53,633 1.30	54,183
5	48,270 1.17	50,332 1.22	53,633 1.30	55,696 1.35	56,246
6	50,332 1.22	52,395 1.27	55,696 1.35	58,171 1.41	58,721
7	52,395 1.27	54,458 1.32	58,171 1.41	60,646 1.47	61,196
8	54,458 1.32	56,933 1.38	60,646 1.47	63,122 1.53	63,672
9	56,933 1.38	59,409 1.44	63,122 1.53	66,010 1.60	66,560
10	59,409 1.44	61,884 1.50	66,010 1.60	68,898 1.67	69,448
11	61,884 1.50	64,359 1.56	68,898 1.67	71,785 1.74	72,335
12	64,359 1.56	67,247 1.63	71,785 1.74	74,673 1.81	75,223
13	67,247 1.63	70,135 1.70	74,673 1.81	77,974 1.89	78,524
14	70,135 1.70	73,436 1.78	77,974 1.89	80,862 1.96	81,412
17	73,023 1.77	76,736 1.86	81,274 1.97	83,750 2.03	84,300
20	75,911 1.84	80,037 1.94	84,575 2.05	86,638 2.10	87,188
24	78,799 1.91	83,337 2.02	87,875 2.13	89,526 2.17	90,076
28	81,687 1.98	86,638 2.10	91,176 2.21	92,413 2.24	92,963

8.02 c. **Salary Table - Teachers, School Nurses:** As determined by a calendar approved by the Board of Education, effective June 30, 2025.

Step	Bachelors Degree	Bachelors Plus 18	Masters Degree	Masters Plus 30	Doctor
1	42**,494** 1.00	**44**,194 1.04	46,743 1.10	48,868 1.15	49,418
2	44,194 1.04	45,894 1.08	48,868 1.15	50,993 1.20	51,543
3	45,894 1.08	47,593 1.12	50,993 1.20	53,118 1.25	53,668
4	47,593 1.12	49,718 1.17	53,118 1.25	55,242 1.30	55,792
5	49,718 1.17	51,843 1.22	55,242 1.30	57,367 1.35	57,917
6	51,843 1.22	53,967 1.27	57,367 1.35	59,917 1.41	60,467
7	53,967 1.27	56,092 1.32	59,917 1.41	62,466 1.47	63,016
8	56,092 1.32	58,642 1.38	62,466 1.47	65,016 1.53	65,566
9	58,642 1.38	61,191 1.44	65,016 1.53	67,990 1.60	68,540
10	61,191 1.44	63,741 1.50	67,990 1.60	70,965 1.67	71,515
11	63,741 1.50	66,291 1.56	70,965 1.67	73,940 1.74	74,490
12	66,291 1.56	69,265 1.63	73,940 1.74	76,914 1.81	77,464
13	69,265 1.63	72,240 1.70	76,914 1.81	80,314 1.89	80,864
14	72,240 1.70	75,639 1.78	80,314 1.89	83,288 1.96	83,838
17	75,214 1.77	79,039 1.86	83,713 1.97	86,263 2.03	86,813
20	78,189 1.84	82,438 1.94	87,113 2.05	89,237 2.10	89,787
24	81,164 1.91	85,838 2.02	90,512 2.13	92,212 2.17	92,762
28	84,138	89,237	93,912	95,187	95,737

1.98 2.10 2.21 2.24

8.03 **Horizontal Movement on the Salary Schedule:** When a bargaining unit member has attained the required number of graduate credit hours and wishes to qualify for a horizontal move on the salary schedule, he/she shall request in writing to be moved to the appropriate column on the salary schedule. Supportive documentation of successful completion of graduate semester hours completed after the date of the last degree earned and/or official transcripts with degree posted must be attached to the request or be on file with the Superintendent/designee. (For example, graduate semester hours taken before the first Bachelor's Degree is granted shall not be counted towards the B+18 step. Official transcript(s) issued from the course(s) provider(s) shall constitute supportive documentation. Requests not received over the summer months must be received on or before the end of the third (3) week of instruction for the salary adjustment to become retroactive to the first (1) week of instruction, or be received on or before the twenty-second (22) week of instruction for the salary adjustment to become retroactive to the twentieth (20th) week of instruction. After the start of instruction, the Board will act on said requests only in the months of October and February.

8.04 **Salary Table B - Teachers with Additional Duties**

8.041 Increments beyond Salary Table A, for additional responsibilities, longer hours, and additional training, will be paid in addition to Salary Table A and in accordance with responsibilities outlined in the Rules and Regulations of the Board of Education.

8.042 The index is based on the beginning teacher's salary - Bachelor's Degree.

8.043 **Supplemental Contracts**	**Index**
General:	
Case Manager	8.0
Mentor Teacher	
1 on 1	3.5
Cohort (per mentee)	2.0
College in High School Instructor	2.0
(Each course taught for each college/university)	
Supervisor Swimming Pool	7.0
Teacher in Charge	10.0

High School Academics:

Department Chair English, Math, Science, Social Studies, Fine Arts, Foreign Lang., PE/Health, Special Educ., AP and Voc/Computer Science	5.0

High School Advisors & Clubs:

Academic Coach	6.0
Biology Club and/or Science Club	3.0
Cheerleading (Gr.10-12)	16.0
Cheerleading (Gr. 9)	8.0
Dramatics Coach	8.0
Dramatics Assistant Coach	5.6
F.I.R.S.T. Project Coordinator	12.0
Robotics Assistant	6.0
FTA	8.0
Interact	3.0
Key Club	3.0
Poetry Club	4.0
National Honor Society	6.0
Renaissance Program	4.0
Senior Class - Head	8.0
Senior Class - Assistant	4.0
Ski Club - Head	6.0
Ski Club - Assistant	2.0
Speech/Debate - Head Coach	7.0
Speech/Debate - Assistant Coach	3.5
Student News Publication	4.0
Student Council	4.0
WSCN Director	10.0
WSCN Assistant	5.0
Yearbook	13.5

High School Athletics:

Baseball - Head Coach	11.2
Baseball - Assistant Coach	5.6
Basketball - Head Coach (Boys)	30.0
Basketball - Head Coach (Girls)	30.0
Basketball - Assistant Coach (Boys)	16.0
Basketball - Assistant Coach (Girls)	16.0
Basketball - Head Coach (Boys-9th)	16.0
Basketball - Head Coach (Girls-9th)	16.0
Bowling (Boys)	7.0
Bowling (Girls)	7.0

Cross Country (Boys)	7.0
Cross Country (Girls)	7.0
Cross Country Assistant	3.5
[3] Faculty Manager - High School	30.0
Football - Head Coach	35.0
Football - Assistant Coach	16.0
Football - Head Coach (9th)	16.0
Golf (Boys)	7.0
Golf (Girls)	7.0
Indoor Track – Head Coach (Boys)	7.0
Indoor Track – Head Coach (Girls)	7.0
Indoor Track Assistant Coach	3.5
Soccer - Head Coach (Boys)	11.2
Soccer - Head Coach (Girls)	11.2
Soccer - Assistant Coach (Boys)	5.6
Soccer - Assistant Coach (Girls)	5.6
Softball - Head Coach	11.2
Softball - Assistant Coach	5.6
Swimming - Head Coach (Boys)	11.2
Swimming - Head Coach (Girls)	11.2
Swimming - Assistant Coach (Boys)	5.6
Swimming - Assistant Coach (Girls)	5.6
Tennis (Boys)	7.0
Tennis (Girls)	7.0
Track - Head Coach (Boys)	11.2
Track - Head Coach (Girls)	11.2
Track - Assistant (Boys)	5.6
Track - Assistant (Girls)	5.6
Volleyball - Head Coach	11.2
Volleyball - Assistant Coach	5.6

High School Music:

Band Director	16.0
Assistant Band Director	11.2
Director, A'Cappella High School	10.0
Assistant Vocal Director High School	9.1
Majorette and Flag Line Advisors	6.0

High School Other:

Alternative School Teacher in Charge	10.0
IT Resource Liaison (9-12)	3.5
IT Resource Coordinator	2.0

K-8 Academics:

Challenge 24 Coach	2.0
Destination Imagination Coach	4.0
District Coordinator Challenge 24	4.0
English Festival Coach	2.0
Great Books Coach	2.0
Math Counts Coach	2.0
National Geographic Bee Coach	2.0
Power of the Pen Coach	2.0
Prep Bowl Coach	2.0
Science Fair Coordinator	2.0
Spelling Bee Coach	2.0

K-8 Advisors & Clubs:

Cheerleading (7th)	8.0
Cheerleading (8th)	8.0
Dramatics Coach	4.6
Junior National Honor Society Advisor	3.0
Junior Robotics Coach	3.0
Science Club Advisor	3.0
Student Council Advisor (Gr. 3-5)	4.0
Student Council Advisor (Gr. 6-8)	4.0
Student News Publication Advisor	3.0
Yearbook	6.0

K-8 Athletics:

Basketball - Head Coach (Boys - 7th)	8.0
Basketball - Head Coach (Boys - 8th)	8.0
Basketball - Head Coach (Girls - 7th)	8.0
Basketball - Head Coach (Girls - 8th)	8.0
Faculty Manager - K-8	10.0
Football - Head Coach (7th)	8.0
Football - Head Coach (8th)	8.0
Football - Assistant Coach	4.0
Intramurals (fall sports)	2.0
Intramurals (winter sports)	2.0
Intramurals (spring sports)	2.0
Swim Coach	8.0
Track	4.0
Volleyball (7th)	4.0
Volleyball (8th)	4.0

K-8 Music:

Band (Gr. 5-8) (without summer supplemental)	6.0
Choir (Gr. 5-8)	6.0

K-8 Other:

A-V Coordinator	3.5
IT Resource Liaison (K-2)	3.5
IT Resource Liaison (3-5)	3.5
IT Resource Liaison (6-8)	3.5
IT Resource Coordinator	2.0
Science (K-8)	4.5

[1] Assistant Band Directors will receive up to ten (10) weeks extended time at $732 per week starting 7/1/2023, $754 per week starting 7/1/2024, and $777 per week starting 7/1/2025.

[2] Band Directors will receive ten (10) weeks extended time at $818 per week starting 7/1/2023, $843 per week starting 7/1/2024, and $868 per week starting 7/1/2025.

[3] Works forty-one (41) weeks. The three (3) additional weeks shall not be paid at a per diem rate.

Additional pay will be allotted for the following:

2023	$30.04
2024	$30.94
2025	$31.87

8.044 **Supplemental Contracts:** The WEA and the Board recognize that fairness dictates that supplemental contracts should be equitable. The WEA and Board also recognize that circumstances change over time, which should be addressed on an ongoing basis to ensure equity in supplemental contracts.

A. The parties to this Agreement may make recommendations to each other concerning the creation, adjustment (increase or reduction), or elimination of supplemental contracts.

B. Any recommendations shall be implemented only with the mutual agreement of the parties.

8.045 Applicants from the bargaining unit for supplemental positions shall be considered before anyone from outside the system or a non-certified person with the understanding that the Board's decision is final.

8.046 Within thirty (30) days after the Board action awarding a supplemental contract, the successful applicant shall complete all payroll forms and file them with the building principal or appropriate

administrator. Failure to comply with this requirement will result in loss of the option to have three (3) supplemental payments per Section 8.047 B.

8.047

A. Annually, there shall be three (3) pay dates for supplemental salaries. The first shall be on the first pay date in December, the second shall be on the second pay date in March, and the third shall be on the second pay date in June.

B. At the option of the teacher, the compensation provided in Section 8.043 of the Agreement shall be paid to him/her on the pay date immediately following the completion of the regularly scheduled season/supplemental responsibilities, provided he/she has completed all required duties and reports associated with the supplemental contract, or it shall be paid to him/her in three (3) equal installments on the pay dates identified above. The teacher shall select the payment option at the time he/she accepts the supplemental contract.

C. Failure on the part of the employee to submit a pay voucher to the building principal or appropriate administrator within fifteen (15) workdays prior to the pay date will result in the supplemental being paid at the next specified supplemental pay date.

D. In the event of a mid-year change in building/assignment, a partial year leave of absence, suspension of supplemental duties, late issuance of a contract due to 8.048 or other change in status such that supplemental duties are not completed, the supplemental payment will be prorated. Any overpayment must be repaid by the teacher.

8.048 All athletic coaches and marching band director and assistant director(s) must provide the Athletic Office with verification of all required certifications, including but not limited to, a current valid CPR certificate, and verification of a current valid PAP (Pupil Activity Permit) and current valid First Aid for Coaches certification prior to officially being awarded the supplemental contract.

8.05 **STRS Pickup (Salary Reduction/Restatement):** The Board agrees to implement a "pick-up" of all of the STRS retirement contributions under the salary reduction method for all of the members in the bargaining unit, at no cost to the Board, under the following terms and conditions.

The amount to be "picked-up" on behalf of each bargaining unit member shall be the mandatory contribution of the bargaining unit member's gross annual compensation. The bargaining unit member's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up (deferred)" by the Board for the purpose of State and Federal tax only.

Each bargaining unit member will be responsible for compliance with Internal Revenue Service Salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void. The Board shall then return to the former method of employer/employee retirement system contributions as soon as the law requires.

8.06 Authorized Payroll Deductions:

a. The Board shall provide for payroll deductions authorized by the teacher for the following: dues to professional organizations (NEA, OEA, NEOEA, WEA, and affiliates), U.S. savings bonds, Fund for Children and Public Education, tax sheltered annuities, authorized Employees Credit Union, United Way, and cancer insurance. Authorized deductions for U.S. savings bonds must be in divisible multiples which will from time to time equal the cost of the denomination of the bond authorized to be purchased. Authorization by the teacher for payroll deductions approved herein must be in writing, on the proper forms, and delivered to the Treasurer's Office at least seven (7) calendar days prior to the applicable pay ending date.

b. New annuity carriers must have a minimum of thirty (30) bargaining unit clients registered for their annuity product(s) in order to qualify for the payroll deduction program described in (a) above.

c. A program of direct deposit of payroll checks to Board of Education authorized banks is available and is mandatory for all newly hired teachers and for all teachers effective October 1, 2014. A newly hired teacher's request for direct payroll deposit shall be on proper forms, submitted at least seven (7) calendar days prior to their first pay date. Any teacher who has been considered "newly hired" under this section or its predecessor may not cancel direct deposit, however may change a banking institution. Any changes to the banking establishment receiving the deposits approved herein shall also be in writing and presented at least seven (7) calendar days prior to the applicable change date. All funds will be timely deposited so as to have accessibility to the funds on the pay date.

8.07 Special Education, Speech and Hearing Therapy and Home-School Coordinator Stipend (Visiting Teacher Certification): All Special Education Teachers, Speech and Hearing Therapists, and Home-School Coordinators be paid $725.00 in addition to the amount provided for by the applicable salary table. To receive the stipend, the employee must submit all I.E.P.s and a

Stipend Pay Voucher to the Special Education Supervisor no later than May 15 for payment in the current school year. The stipend shall be paid the first pay period subsequent to the acceptance of the I.E.P.s by the Special Education Supervisor. Payment of the $725.00 shall be prorated in the event the employee works part-time, is transferred to an inapplicable position partially through a school year, or is on a leave of absence for a portion of the year.

8.08 Payroll Procedures:

a. Members of the bargaining unit shall receive their salary in 24 semimonthly equal pays with a pay date scheduled for the fourteenth (14th) and twenty-eighth (28th) of every month.

b. If the Board fails to issue a paycheck to a bargaining unit member on the regular pay date, or if the paycheck is issued in an inappropriate amount through no fault of the bargaining unit member, and the bargaining unit member notifies the Treasurer's Office of the error on the pay date, the bargaining unit member shall be made whole within one (1) work day of the notification. The Board shall be held harmless for a delay in the delivery of the pay check caused by the U.S. Postal Service, provided the pay checks are delivered to the U.S. Post Office on or before the Wednesday of the week of the pay date. In such instance, however, the Board shall make the bargaining unit member whole on the next regularly scheduled pay date.

8.09 Tuition Reimbursement:

a. Subject to the limitation stated in paragraph b, the Board shall reimburse teachers for the cost of:

1. Credit courses taken by a teacher in his/her area of certification/licensure from an accredited college and/or university.

2. Credit courses from an accredited college and/or university taken by a teacher that is required for additional certification/licensure recognized by the Ohio Department of Education (i.e. principal certification/ licensure, supervisory certification/licensure, guidance counseling certification/licensure, etc.)

3. Other credit courses taken by a teacher with prior approval of the Superintendent and which directly relate to performance of the teacher's duties as a teacher in the district.

4. License renewal, up to $250, through the Ohio Department of Education.

b. The maximum total payment per teacher per school year pursuant to this Article shall be $500. The district shall allocate a total of

$40,000 annually for tuition reimbursement for all Warren Education Association bargaining unit members. In order to be eligible for any payment, the teacher: (1) must obtain written approval from the Superintendent prior to taking a credit course not within his/her area of certification/licensure and assignment and/or credit courses required for additional certification/licensure as described in Section 8.09(a)(2) above; (2) must present evidence of satisfactory completion of the course; and (3) must present satisfactory documentation of all costs for which reimbursement is sought. Payment shall be approved at the first regular Board meeting after compliance with the requirements of this paragraph. Request for approval of payment shall be submitted to the Board ten (10) days prior to and shall be approved at the first regular Board meeting after compliance with the requirements of this paragraph.

8.10 a. **Salary Table - School Psychologist - 2023-2024**

	Master Degree			Masters + 30 Degree			Doctor
	185 Days	20 days	205 days	185 Days	20 days	205 days	
Step							
1	61,283 1.53	6,625	67,908	64,086 1.60	6,928	71,014	71,564
2	64,086 1.60	6,928	71,014	66,890 1.67	7,231	74,121	74,671
3	66,890 1.67	7,231	74,121	69,694 1.74	7,534	77,228	77,778
4	69,694 1.74	7,534	77,228	72,498 1.81	7,838	80,336	80,886
5	72,498 1.81	7,838	80,336	75,702 1.89	8,184	83,886	84,436
6	75,702 1.89	8,184	83,886	78,506 1.96	8,487	86,993	87,543
17	78,906 1.97	8,530	87,436	81,310 2.03	8,790	90,100	90,650
20	82,111 2.05	8,877	90,988	84,113 2.10	9,093	93,206	93,756
24	85,315 2.13	9,223	94,538	86,917 2.17	9,396	96,313	96,863
28	88,519 2.21	9,570	98,089	89,721 2.24	9,700	99,421	99,971

Add $550 for Doctorate Degree

8.10 b. **Salary Table - School Psychologist - 2024-2025**

	Master Degree			Masters + 30 Degree			Doctor
	185 Days	20 days	205 days	185 Days	20 days	205 days	
Step							
1	63,122	6,824	69,946	66,010	7,136	73,146	73,696
	1.53			1.60			
2	66,010	7,136	73,146	68,898	7,448	76,346	76,896
	1.60			1.67			
3	68,898	7,448	76,346	71,785	7,761	79,546	80,096
	1.67			1.74			
4	71,785	7,761	79,546	74,673	8,073	82,746	83,296
	1.74			1.81			
5	74,673	8,073	82,746	77,974	8,430	86,404	86,954
	1.81			1.89			
6	77,974	8,430	86,404	80,862	8,742	89,604	90,154
	1.89			1.96			
17	81,274	8,786	90,060	83,750	9,054	92,804	93,354
	1.97			2.03			
20	84,575	9,143	93,718	86,638	9,366	96,004	96,554
	2.05			2.10			
24	87,875	9,500	97,375	89,526	9,678	99,204	99,754
	2.13			2.17			
28	91,176	9,857	101,033	92,413	9,991	102,404	102,954
	2.21			2.24			

Add $550 for Doctorate Degree

8.10 c. **Salary Table - School Psychologist - 2025-2026**

	Master Degree			Masters + 30 Degree			Doctor
	185 Days	20 days	205 days	185 Days	20 days	205 days	
Step							
1	65,016 1.53	7,029	72,045	67,990 1.60	7,350	75,340	75,890
2	67,990 1.60	7,350	75,340	70,965 1.67	7,672	78,637	79,187
3	70,965 1.67	7,672	78,637	73,940 1.74	7,994.47	81,934	82,484
4	73,940 1.74	7,994.47	81,934	76,914 1.81	8,315	85,229	85,779
5	76,914 1.81	8,315	85,229	80,314 1.89	8,683	88,997	89,547
6	80,314 1.89	8,683	88,997	83,288 1.96	9,004	92,292	92,842
17	83,713 1.97	9,050	92,763	86,263 2.03	9,326	95,589	96,139
20	87,113 2.05	9,418	96,531	89,237 2.10	9,647	98,884	99,434
24	90,512 2.13	9,785	100,297	92,212 2.17	9,969	102,181	102,731
28	93,912 2.21	10,153	104,065	95,187 2.24	10,290	105,477	106,027

Add $550 for Doctorate Degree

8.10 d. **Salary Table – Speech Pathologists:** As determined by a calendar approved by the Board of Education, effective June 30, 2023

Doctor's Degree: $550

Step	Masters Degree	Masters Plus 30	Doctor
1	48,065 1.20	50,068 1.25	50,618
2	50,068 1.25	52,070 1.30	52,620
3	52,070 1.30	54,073 1.35	54,623
4	54,073 1.35	56,476 1.41	57,026
5	56,476 1.41	58,879 1.47	59,429
6	58,879 1.47	61,283 1.53	61,833
7	61,283 1.53	64,086 1.60	64,636
8	64,086 1.60	66,890 1.67	67,440
9	66,890 1.67	69,694 1.74	70,244
10	69,694 1.74	72,498 1.81	73,048
11	72,498 1.81	75,702 1.89	76,252
12	75,702 1.89	78,506 1.96	79,056
17	78,906 1.97	81,310 2.03	81,860
20	82,111 2.05	84,113 2.10	84,663
24	85,315 2.13	86,917 2.17	87,467
28	88,519	89,721	90,271

2.21 2.24

8.10 e. **Salary Table – Speech Pathologists:** As determined by a calendar approved by the Board of Education, effective June 30, 2024

Doctor's Degree: $550

Step	Masters Degree	Masters Plus 30	Doctor
1	49**,507** 1.20	**51**,570 1.25	52,120
2	51,570 1.25	53,633 1.30	54,183
3	53,633 1.30	55,696 1.35	56,246
4	55,696 1.35	58,171 1.41	58,721
5	58,171 1.41	60,646 1.47	61,196
6	60,646 1.47	63,122 1.53	63,672
7	63,122 1.53	66,010 1.60	66,560
8	66,010 1.60	68,898 1.67	69,448
9	68,898 1.67	71,785 1.74	72,335
10	71,785 1.74	74,673 1.81	75,223
11	74,673 1.81	77,974 1.89	78,524
12	77,974 1.89	80,862 1.96	81,412
17	81,274 1.97	83,750 2.03	84,300
20	84,575 2.05	86,638 2.10	87,188
24	87,875 2.13	89,526 2.17	90,076

28	91,176 **2**.21	92,413 2.24	92,963

8.10 f. **Salary Table – Speech Pathologists:** As determined by a calendar approved by the Board of Education, effective June 30, 2025

Doctor's Degree: $550

Step	**Masters Degree**	**Masters Plus 30**	**Doctor**
1	50**,993** 1.20	**53**,118 1.25	53,668
2	53,118 1.25	55,242 1.30	55,792
3	55,242 1.30	57,367 1.35	57,917
4	57,367 1.35	59,917 1.41	60,467
5	59,917 1.41	62,466 1.47	63,016
6	62,466 1.47	65,016 1.53	65,566
7	65,016 1.53	67,990 1.60	68,540
8	67,990 1.60	70,965 1.67	71,515
9	70,965 1.67	73,940 1.74	74,490
10	73,940 1.74	76,914 1.81	77,464
11	76,914 1.81	80,314 1.89	80,864
12	80,314 1.89	83,288 1.96	83,838
17	83,713 1.97	86,263 2.03	86,813
20	87,113 2.05	89,237 2.10	89,787
24	90,512 2.13	92,212 2.17	92,762

28	93,912	95,187	95,737
	2.21	2.24	

8.11 **Experience Credit:** For the purpose of salary placement only, teachers new to the district or those rehired by the district after retiring into STRS shall be granted up to their total years of teaching experience. Up to ten years may be granted for non-educational, professional or military experience. Said experience shall be in accordance with the provisions of ORC § 3317.13, except that public school experience in states other than Ohio shall also be credited. A year of experience shall be one hundred twenty (120) days or more of teaching during a given school year.

8.12 **Mileage:** The Board shall pay for authorized automobile expense an amount equal to the per mile allowance being utilized by the Internal Revenue Service. The Board shall modify the mileage allowance up or down in accordance with the allowance in effect by the Internal Revenue Service at January 1 of each year of this Contract. The modification will be made effective January 1 of each year and continue through December 31 of each year.

ARTICLE IX EFFECTS

9.01 **Equal Opportunity:** The Board is an equal employment opportunity employer and will continue to abide by all state and federal equal employment laws. In so doing, the Board will depend heavily on the full and effective utilization of qualified persons regardless of race, color, age, sex, religion, creed, handicap, national origin, political affiliation, marital status, beliefs, or other prejudicial restrictions. Furthermore, it is the Board's moral and legal obligation to insure that all applicants are considered for employment without regard to the aforementioned prejudicial restrictions. Likewise, there shall be no discrimination against any incumbent teacher based upon any of these prejudicial limitations.

9.02 **Maintenance of Standards:** The Board shall maintain all terms, conditions, and benefits of employment provided for in this contract, at not less than the level in effect as of its effective date.

9.03 **Conflict with Law:** If any provision of this document, or any application of the provisions of this document, or any agreement reached under its terms, conflicts with any federal or state law, now or hereafter enacted or issued in a manner not permitted by 4117 O.R.C., such provision (only to the extent such provision, application, or agreement is in conflict with any federal or state law), application, or agreement shall be inoperative but the remaining provisions hereof shall remain in effect.

9.04 Waiver of Negotiations During the Term of Agreement: The Board shall retain all rights, powers, duties and authority granted by law and shall adopt, rescind, or modify such policies, rules and regulations as it deems appropriate except when expressly and specifically limited or restricted by the terms of this Contract. However, the parties shall remain obligated to negotiate mid-term on mandatory subjects of bargaining not already contained in this Contract, and were not addressed during the bargaining process.

9.05 Entire Agreement Clause: This Contract supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and 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 by the parties hereto.

9.06 Agreement in Writing:

9.061 Upon completion of this Contract, it shall be printed at the joint expense of the Association and Board and copies distributed by the Association to the teachers and by the Superintendent to the Board and administration. Members of the Board shall be entitled to ten (10) copies each, and the Superintendent shall be entitled to fifty (50) copies. In addition, one hundred (100) copies will be furnished to the Association.

9.062 If any portion of this Contract is ruled invalid for any reason, the remainder of the Contract shall remain in full force and effect.

9.063 This Contract may not be modified in whole or in part by the parties except by an instrument in writing fully executed by both parties.

9.064 It is expressly agreed by and between the parties that any matter not covered in this Contract shall be the sole responsibility of the Board of Education except those matters mandated as negotiable during the term of an agreement by Ohio Revised Code Chapter 4117.

9.065 It is mutually agreed that this Collective Bargaining Agreement will continue in full force and effect until June 29, 2023, and that all teachers will continue performing their duties in a normal manner during the duration of the Contract. During any and all negotiations, the teachers agree to continue performing their duties in a normal and efficient professional manner.

9.07 Duration of Contract: This Contract shall become effective at 12:01 a.m. on June 30, 2023, and shall continue in full force and effect until midnight, June 29, 2026.

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

Warren Education Association

Eugene Mach
President

Lisa Mesaros
Vice President

Andrew Kelly
Team Member

Courtney Susko
Team Member

Board of Education of the Warren City Schools

Julian Walker
President

Steve Chiaro
Superintendent/CEO

Karen Sciortino
Treasurer

Wendy Hartzell
Chief Academic Officer

Dante Capers
Associate Superintendent of Student Services, Student Wellness and Success

APPENDIX A

GRIEVANCE REPORT FORM
WARREN CITY SCHOOL DISTRICT

Grievance No. _____

Distribution:
1. Grievant
2. Immediate Supervisor
3. WEA

STEP I

_____
Building Assignment Name of Grievant(s) Date Filed

A. Date Cause of Grievance Occurred _____

B. An Informal Grievance was Presented to _____ or _____ and was not resolved.

C. 1. Statement of Grievance: _____
_____

2. Section or Sections of Collective Bargaining Contract claimed to be involved: _____

3. Relief Sought: _____
_____

_____
Signature of Grievant Date

D. Disposition by Supervisor: (to be completed and returned to grievant and Superintendent within five days after meeting.)
_____
_____
_____
_____

_____
Signature of Grievant Date

The space limitations indicated above should, wherever needed, be supplemented by additional paper to be attached to this form.

APPENDIX B

GRIEVANCE REPORT FORM
WARREN CITY SCHOOL DISTRICT

Grievance No. _____

STEP II

(To be sent to Superintendent or designee within ten days of receipt of disposition by Supervisor.)

_____
Building Assignment Name of Grievant(s) Date Filed

A. Date Cause of Grievance Occurred _____

B. 1. Reasons Why Grievance is Now at Step II: _____

_____

2. Restatement of Grievance: _____

_____

3. Relief Sought: _____

_____

_____
Signature of Grievant Date

C. Superintendent
or designee: _____

D. Disposition by Superintendent or designee (to be completed within ten days after meeting and sent to Grievant, Superintendent, Association Grievance Chairperson, and Immediate Supervisor.)

_____

_____

_____
Signature of Grievant Date
or Designee

The space limitations indicated above should, wherever needed, be supplemented by additional paper to be attached to this form.

APPENDIX C

GRIEVANCE REPORT FORM
WARREN CITY SCHOOL DISTRICT

Grievance No. _____

STEP III

(Request for hearing before Board to be made within ten days following the receipt of disposition of grievance in Step III.)

_____
Building Assignment Name of Grievant(s) Date Filed

A. Date Submitted to Superintendent _____

B. 1. Reasons Why Grievance is Now at Step III: _____

_____

2. Restatement of Grievance: _____

_____

3. Relief Sought: _____

_____

_____
Signature of WEA President Date

C. Received by Treasurer of Board of Education:

_____
Signature Date Received

D. Disposition by Board: _____

_____

_____
Signature of Board President Date

The space limitations indicated above should, wherever needed, be supplemented by additional paper to be attached to this form.

APPENDIX D

REQUEST FOR ARBITRATION
WARREN CITY SCHOOL DISTRICT

Grievance No. _____

STEP IV

TO BE SENT BY CERTIFIED MAIL TO
THE PRESIDENT OF THE BOARD OF EDUCATION

RETURN RECEIPT REQUESTED

Request is hereby made for a hearing before an arbitrator as provided in Step IV of the Grievance Procedure. Attached is a complete set of forms heretofore filed in this grievance.

Building	Assignment	Name of Grievant(s)	Date Grievance Originally Filed

_____
Signature of Grievant(s) Date

_____
Signature of WEA President Date

The space limitations indicated above should, wherever needed, be supplemented by additional paper to be attached to this form.

EMPLOYEE ABSENCE REQUEST

Warren City Schools. .. Warren, Ohio

Please TYPE all necessary information on this form.

Name of Employee	Building	Date

The building principal and department supervisor/director are to make the decision to recommend approval or disapproval of this request in accordance with the Rules and Regulations of the Board of Education, Warren City School District, for the period and reason indicated below. FORM MUST BE SENT TO FRINGE BENEFITS OFFICE PRIOR TO THE DATE OF ABSENCE.

Period: Beginning: _____ Ending: _____

No. of days to be Absent: Work Days _____ Non-Work Days _____ Total Days _____

If Personal Leave, number of Personal Leave days used this school year _____

PERSONAL LEAVE:

- ☐ Personal Leave – unrestricted
- ☐ Personal Leave – restricted; must give reason: _____
- ☐ JURY DUTY
- ☐ RELIGIOUS HOLIDAY LEAVE; indicate holiday: _____
- ☐ SALARY DEDUCTED LEAVE; must give reason: _____
- ☐ PROFESSIONAL LEAVE; must give reason: _____
- ☐ SCHOOL BUSINESS LEAVE; must give reason: _____
- ☐ ASSOCIATION LEAVE; must give reason: _____
- ☐ OTHER; must give reason: _____

	NO	*YES*	*EST. COST*	
Substitute Requested	☐	☐	$_____	From What Fund? _____
Mileage or Fares	☐	☐	$_____	From What Project? _____
Registration	☐	☐	$_____	
Meals	☐	☐	$_____	
Lodging	☐	☐	$_____	
Other (explain)	☐	☐	$_____	
			_____	_____ _____
		TOTAL	$_____	*Date* *Signature of Employee*

	NO	**YES**		
Request Recommended for Approval by Principal.....	☐	☐	_____ *Date*	_____ *Signature of Principal*
Request Recommended for Approval by Department Supervisor/Director ...	☐	☐	_____ *Date*	_____ *Signature of Supervisor/Director*

Comments by Principal/Department Supervisor/Director: _____

EMPLOYEE ABSENCE AUTHORIZATION

To be completed by Superintendent of Schools:

- Absence Granted / Expenses Authorized ..... ☐
- Absence Granted / Expenses Not Authorized ..... ☐
- Absence Granted but with deduction from salary ..... ☐
- Absence Denied ..... ☐

Remarks: _____

_____ _____

Date *Superintendent's Signature*

APPENDIX F

WARREN CITY SCHOOLS
Warren, Ohio

ASSAULT LEAVE FORM

NAME: _____ DATE: _____

SCHOOL or DEPARTMENT: _____

Assault leave has been taken in accordance with ORC 3319.143 and Article 5.10, of the Agreement between the Warren Board of Education and the Warren Education Association.

_____ day(s) of assault leave was/were taken beginning at

_____ on _____ _____, 20___ and ending
Time Month Day

at _____ on _____ _____, 20___.
Time Month Day

Medical attention _____ required.
was/was not

If medical attention was obtained, the following information must be stated:

Name of Physician _____

Office Address _____

_____

_____
Teacher's Signature

_____ _____
Principal Date

_____ _____
Superintendent or Designee Date

Warren City Schools' Sick Leave Bank Application

Name: _____ Home Phone: _____

School: _____ School Phone: _____

Number of Days Requested

Dates Requested:

Begin Date: End Date:

Number of years in the system:

Please list catastrophic illnesses that may have contributed to depletion of your sick days.

_____

_____

_____

Reason for days requested- **please be specific. Failure to provide as much information as needed may result in either a delay in processing the request or a denial of request.** Attach all information regarding your request. (physician's statement, etc.,) to this form. (Remember, you must have used all of your sick and personal days AND have asked the Board of Education to advance you five sick days before being granted any sick leave bank days.)

_____

_____

_____

_____

_____

_____

_____

Employee Signature *Date*

Please remember that abuse of the sick leave bank affects your colleagues.
The bank was set up in order to help out a fellow member in time of crisis. Thank you.

----------(do not write below)----------

Days Approved:

Notes:

_____

Committee Chairman, Sick Leave Bank Committee *Date*

_____

_____

Revised 9/27/05

CONTINUING CONTRACT REQUEST FORM

(for WEA Staff)

Directions:

If you qualify for and wish to apply for a continuing contract:

In accordance with Section 6.141 of the WEA Contract, please complete this form and return it to the Office of Human Resources. Requests will be processed in accordance with deadlines in the contract. Qualifications listed on reverse side.

To: Office of Human Resources

I hold a current professional certificate/license (or permanent) in the State of Ohio. I have completed the service requirements and semester hours in order to apply for continuing contract status/tenure.

I hereby request consideration for a continuing contract.

_____
PRINT NAME HERE

_____
Signature

_____
Date

Qualifications for Continuing Contract Status in Ohio
(Must be currently/actively employed):

For a teacher that was initially issued a teacher's certificate or educator license prior to January 1, 2011:

- 5-year professional, senior professional or lead professional educator license, and
- Master's Degree or thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since initial issuance of certificate/license *****, and
- Three years of service in the district within the last five years.
- *** In the event Master's Degree held at time of initially receiving the certificate/license, six semester graduate hours of coursework in the area of licensure or in an area related to the teaching field required since the initial issuance of certificate/license.**

OR

- 5-year professional, senior professional or lead professional educator license, and
- Master's Degree or thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since initial issuance of certificate/license *****, and
- Continuing status elsewhere in Ohio, and
- Two years of service in the district within the last five years.
- *** In the event Master's Degree held at time of initially receiving the certificate/license, six semester graduate hours of coursework in the area of licensure or in an area related to the teaching field required since the initial issuance of certificate/license.**

For a teacher that was initially issued a teacher's certificate and was initially issued an educator license on or after January 1, 2011:

- 5-year professional, senior professional or lead professional educator license, and
- Master's Degree or thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since initial issuance of certificate/license *****,
- The teacher has held an educator license for at **LEAST 7 years**, and
- *** In the event Master's Degree held at time of initially receiving the certificate/license, six semester graduate hours of coursework in the area of licensure or in an area related to the teaching field required since the initial issuance of certificate/license.**

In accordance with the WEA contract, Continuing Contract requests will be acted upon at regular scheduled Board Meetings in October, January and April.

MEMORANDUM

To:

From:

Delivery via Email

Date:

Re: CONTINUING CONTRACT STATUS

_____has met requirements of teaching time and certification/licensure for a continuing contract.

We need a frank statement concerning your estimate of their ability. Do you recommend that the continuing contract be granted? Yes _____ No _____

Comments:

If you answered no, is this person on a performance improvement plan? Yes _____ No_____

Comments:

Signature of Principal/Supervisor _____

Directions to Principal/Supervisor: Please complete and return immediately.

If you have any questions please call.

Administration will communicate approval or denial status of continuing

contract application specific in reference to Appendix J.

APPENDIX K

Transfer Request Form

For WEA Teaching Staff Only

Directions: In accordance with the WEA contract, this request must be submitted to the Personnel Office of the Warren City Schools **no later than May 1**, for the ensuing school year. **No more than two (2) preferences will be accepted**. A voluntary transfer request may not be withdrawn or altered after May 1 and it shall remain in effect until the first workday for all teachers of the following school year. Any withdrawal or alteration to a request for a voluntary transfer before May 1 must be in writing.

The following positions shall not be available for voluntary transfer: Teacher in Charge of Student Services, Teacher on Special Assignment, Lead Mentor Teacher, Mentor Teacher, Teacher assigned to a non-public school, Technology Specialist, Technology Teacher, Literacy Collaborative Building Coordinator, Reading Recovery Teacher.

Any teacher who is granted a voluntary transfer shall not have the right to decline the transfer.

Teachers shall remain in the positions to which they transfer for a minimum of three (3) years before they can request another transfer unless an earlier move is mutually agreed upon.

NAME (print): _____

SIGNATURE: _____ DATE: _____

CURRENT POSITION: _____ BUILDING: _____
Assignment & Grade Level

Transfer Preference #1: _____

Transfer Preference #2: _____

Note: You may not individually list more than one building, position, and/or grade level per preference. You may, however, make your choice generic.

As examples/samples, you MAY request, (each as one preference):

- Any regular teaching position at Garfield
- Any primary teaching position at any elementary except Lincoln or Garfield
- 1st grade at Lincoln
- Middle school social studies teaching position
- Any regular elementary middle school teaching position except 5th grade

As examples/samples, you may **NOT** request (numerous choices as one preference or other):

- Grade 6, 7, 8 at East or Turner
- 1st grade at Lincoln, Laird or McGuffey
- Physical Education or Health at Middle School or High School
- Special Education Inclusion Classroom (reason: inclusion is not a position)

If a request does not comply with Section 6.03 of the WEA Contract, is improperly worded or not submitted on the proper form, it will be returned to the individual via interoffice mail for re-submission.

Summary of Benefits and Coverage can be found on the Warren City School District Website under “Employee Forms”, “Summary of Coverage”.