Fri, 04/17/2026 10:36:41 AM SERB

2487-01
25-CON-01-2487
46832

Master Agreement

Between the

Warren Local Education Association

And the

Warren Local Board of Education

July 1, 2025 – June 30, 2028

Table of Contents

Article 1	Recognition Agreement and Negotiations Procedure	4
Article 2	Grievance Procedure	5
Article 3	Board of Education Rights	10
Article 4	Association Rights and Responsibilities	10
Article 5	Non-Discrimination Provision	11
Article 6	Academic Freedom	12
Article 7	Authorized Payroll Deductions	12
Article 8	Personnel Files	13
Article 9	Medical Examination	14
Article 10	Faculty Meetings	15
Article 11	Length of School Year, Day, Preparation Periods	15
Article 12	Class Size	16
Article 13	Substitute Teachers	19
Article 14	Committees	19
Article 15	Transportation Reimbursement for Traveling Bargaining Unit Members	20
Article 16	District Required Training and Professional Development	20
Article 17	Classroom Rules	21
Article 18	Professional Development	22
Article 19	Leave Provisions	27
Article 20	Contracts	37
Article 21	Salary	38
Article 22	Insurance Program	45
Article 23	Severance Pay	48
Article 24	Vacancies, Transfers, and Promotions	49
Article 25	Reductions in Force	51
Article 26	Formal Reprimand of a Bargaining Unit Member	54
Article 27	Evaluation	55
Article 28	Non-Renewal of Limited Teaching Contracts	64
Article 29	Waiver of Negotiations	65
Article 30	Seniority	66
Article 31	Building Access	67
Article 32	Part-Time Bargaining Unit Members	67
Article 33	Health and Safety Provision	69
Article 34	Criminal Records Check	70
Article 35	Special Education	70
Article 36	Interviewing and Hiring	72
Article 37	Extracurricular Activity Admission	72

Article 38	Complaints Against Bargaining Unit Members	73
Article 39	Employment of Previously Retired Professional Staff Members	74
Article 40	Labor Management	75
Article 41	Entire Agreement Clause	76
Article 42	Duration of Contract	77
Appendix A	Certified Salary Schedule 2025-2026	78
Appendix B	Certified Salary Schedule 2026-2027	79
Appendix C	Certified Salary Schedule 2027-2028	80
Appendix D	Grievance Form	81

ARTICLE 1

RECOGNITION AGREEMENT AND NEGOTIATIONS PROCEDURE

A. This agreement is the collective bargaining agreement between the Warren Local School District Board of Education (the "Board") and the Warren Local Education Association (the "Association") a division of OEA, NEA.

B. For the purposes of this agreement, "written" shall include electronic communications and documents.

C. The Board recognizes the Association as the exclusive representative for the members of the bargaining unit, which shall consist of:

1. All full-time and regular part-time certificated/licensed Bargaining Unit Members employed by the Board under a regular teaching contract. Regular part-time certificated Bargaining Unit Members are those who are contracted to work on a regularly scheduled basis.

2. Those certificated substitutes who are employed by the Board to fill a vacancy caused by a Bargaining Unit Member who is on leave shall, upon completion of sixty (60) consecutive days of service in the same position, be placed on the bargaining unit member salary schedule at their academic training level, on Step zero (0), and afforded all rights and benefits of Bargaining Unit Members (Ref. ORC 3319.10). The employment contract of individuals so employed shall automatically and without any action of the Board expire at the end of the school year.

D. Employees excluded from the bargaining unit include: superintendent; assistant superintendent(s); administrative assistants or specialists; treasurer; principals; assistant principals; full-time technology coordinator; homebound tutors; casual substitutes; educational psychologists; teacher coaches; functional behavioral specialists; and any other confidential, supervisory or management level employees as defined in Section 4117.01 of the Ohio Revised Code. All other full-time and regular part-time certificated employees shall be included in the bargaining unit.

E. Recognition of the Association as the exclusive representative of members of the bargaining unit shall be for the term of this written contract without challenge as provided for in Section 4117.04(A) and 4117.05(B) of the Ohio Revised Code.

F. Negotiations Procedure

1. Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14(C)(2)(6) and any other procedures to the contrary.

2. If either party wishes to terminate, modify, or negotiate a successor agreement, it must serve written notice of that intention upon the other party not less than sixty (60) days prior to the expiration of this Agreement. Upon timely service of such notice, the parties shall collectively bargain in good faith to reach a successor agreement. At the first bargaining session both the Association and the Board shall submit their complete initial proposals for a successor agreement. In the event that both parties agree to bargain the intent of a successor agreement prior to writing specific language, the parties shall exchange a list of the items to be discussed rather than a complete initial proposal. Neither party may submit additional proposals unless the other party agrees.

3. If no agreement is reached by the fourteenth (14th) calendar day preceding expiration of this Agreement, or some other mutually agreed date, both parties shall request the services of the Federal Mediation and Conciliation Service. The mediator shall have the authority to hold bargaining sessions or conferences with representatives of the parties.

4. When tentative agreement on a successor contract is reached by the representatives, it shall be submitted to the Association within seven (7) days for ratification. Upon ratification by the Association, the Board shall meet within seven (7) days thereafter for approval. If both parties agree, an alternate time frame may be used for ratification and approval.

G. Acknowledgement of Section 3302.10 of the ORC – As required by Section 3302.10(P) of the ORC, the provisions of Section 3302.10 are incorporated into this Agreement by reference.

ARTICLE 2

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. "Grievance" shall mean a claim by a Bargaining Unit Member(s) or the Association that there has been a violation, misinterpretation or misapplication of this Agreement. Where the alleged grievance involves an individual, that individual's name shall appear on the grievance forms.

2. A grievance procedure is a method by which an individual or group of employees can express a problem or dispute without fear of reprisal and obtain a fair hearing at progressively higher levels.

3. "Grievant" shall mean the Bargaining Unit Member(s) or the Association having a grievance.

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

5. The "appropriate supervisor" shall mean the lowest level supervisor with the authority to resolve the grievance.

B. INTENT

1. The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time, equitable solutions to grievances which may arise from time to time.

2. Both parties agree that grievance proceedings should be handled in a confidential manner.

3. Nothing contained herein shall be construed as limiting the individual rights of a Bargaining Unit Member having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication, without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with terms of this contract. Further, the Association President shall be given reasonable notice prior to the adjustment and the Association President or his/her representative shall have the opportunity to be present at the adjustment to the extent allowed under O.R.C. 4117.03.

4. A Grievant shall initiate action within twenty (20) days of becoming aware of the event or condition upon which the grievance is based unless otherwise mutually agreed to by the parties.

C. PROCEDURE

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

2. Informal Level

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

3. Level One-Formal

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

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

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

4. Level Two

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

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

5. Level Three

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

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

6. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association and the Grievant.

   The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitation expressed herein. The arbitrator shall confine himself/herself to the issue(s) submitted for arbitration and shall have no authority to decide any other issues not so submitted to him/her.

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

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

D. MISCELLANEOUS

1. Nothing in this procedure shall be construed so as to deny the Association or its representative the right to redress before an appropriate administrative agency or through the court, if such a course seems to them at their sole discretion more appropriate. Nevertheless, where a matter is covered by this contract and subject to the grievance procedure, a Grievant(s) must exhaust his/her (their) remedy through the grievance procedure prior to going to court. Nothing in this procedure shall be construed to deny the individual, the Association, or its representatives the right to seek redress by the law.

2. No Bargaining Unit Member(s) may be represented by any bargaining unit organization other than the Association in any grievance procedure initiated

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

3. No Bargaining Unit Member(s) shall be denied the right to legal advice and/or counsel in any of the levels above.

4. A grievance may be withdrawn at any level without prejudice or record, but once a specific grievance has been withdrawn, it may not be refiled. However, should the same situation arise again, this in no way limits a Bargaining Unit Member(s) from filing a new grievance.

5. Grievance hearings at all levels shall be at a time and place which will afford a reasonable opportunity for all persons involved to attend, but not during pupil contact time or regularly scheduled school hours whenever possible.

6. Copies of all written decisions of grievances shall be sent to all parties involved, the Association President, the Grievant, and the appropriate administrator.

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

8. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered, placed in interschool mail, or mailed by certified mail, return receipt requested. It is the responsibility of the Grievant to keep the Board informed as to the current mailing address.

9. Forms for processing grievances shall be made available through members of the Association Grievance Committee (see Sample Grievance Form in Appendix G).

10. Records of proceedings, exclusive of arbitration awards, shall be destroyed after three years of the date formal proceedings were inaugurated.

11. Parties of interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits. Under ordinary circumstances, parties of interest shall include the grievant and an association representative, unless other parties are subpoenaed or the Association President and the Superintendent agree that the presence of other parties is required.

12. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.

ARTICLE 3

BOARD OF EDUCATION RIGHTS

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

ARTICLE 4

ASSOCIATION RIGHTS AND RESPONSIBILITIES

The Board authorizes the WLEA:

A. To use the inter-school mail and email systems in the schools' offices to distribute Association bulletins, newsletters, or other circulars. Members' mailboxes may be identified with the Association's professional insignia.

B. Consistent with Board building and equipment use policy, to use, at no charge, Board owned facilities and equipment, including but not limited to, meeting rooms, computers, duplication equipment, audio-visual equipment, fax machines, Internet and email terminals and other technology as may become available within the duration of this agreement. All expendable supplies will be furnished in this regard by the Association. The use of said facilities and equipment will not interfere with the normal operations of the school(s); however, such request shall not be unreasonably denied. Bargaining Unit Members may use school equipment in accordance with board policy for purposes related to their position at any time so long as this use does not interfere with normal school operation.

C. To use bulletin boards in teacher lounges or workrooms to disseminate information to members.

D. To allow building representatives to call meetings of Association members within the building but not during teachers' normal working hours or in conflict with other scheduled meetings.

E. To use the telephones in any building to carry out WLEA business. Any fees or toll call charges shall be reimbursed to the Board by the Association. These calls are not to be made at a time that interferes with duties assigned by the Board and Administration. Use of the telephone will not interfere with the teachers' normal duties or with normal office operations.

F. During the regular school day, the President or Vice-President of the Association shall be permitted to visit any school building to discuss special problems of Bargaining Unit Members. These visits shall create minimal interference with the Bargaining Unit Member's or the President's regular teaching duties.

G. To be provided with copies of current Board agendas, minutes, financial reports, appropriations, budget, and training and experience grids upon specific request by the President of the Association. These shall be provided as soon as possible after the request is made in writing. One request for the routine agendas, etc., per year is acceptable. Requests are to be made to the Treasurer of the Board. The Board Policy Manual will be available electronically.

H. To meet, if requested by the Association, for no more than one hour, for a WLEA general membership meeting on half of the scheduled district-wide in-service days. If an odd number of days are scheduled, this number will be rounded up (for example, if five (5) in-service days are scheduled, the Association will be permitted to meet on three (3) of those days). The Association meetings will be identified as part of the calendar committee. The hour provided shall be within the normal work day of the staff and shall occur during the first hour of the day.

I. Two (2) members of the Association will be granted a thirty (30) minute block to meet with new hires on the day of the new teacher orientation. The two (2) Association members shall not receive additional compensation for this time.

ARTICLE 5

NON-DISCRIMINATION PROVISION

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

A. Bargaining Unit Members have the right to participate or not participate in professional and civic organizations for their personal benefit and interest without fear of reprisal or discipline in any form.

B. Bargaining Unit Members have the right to exercise their constitutional rights without fear of reprisal or discipline in any form.

C. Bargaining Unit Members may wear on their person pins, or other identification of membership in an organization, civic, or professional.

D. No Bargaining Unit Member(s) shall be required by Board policy or Administrative decision to perform any duty that will threaten his/her personal safety or well-being.

E. The private personal life of any Bargaining Unit Member is not within the appropriate concern or attention of the Board as a condition of employment as long as it does not interfere with his/her teaching duties and effectiveness as determined through evaluation.

ARTICLE 6

ACADEMIC FREEDOM

A. Bargaining Unit Members will be guaranteed academic freedom within the requirements of state and federal law, Board established curriculum, courses of study, grading and other policies and regulations pertaining to the academic program as determined by the Board and Superintendent. Bargaining Unit Members may select means and methods of instruction consistent with such policies, provided that a Bargaining Unit Member's means and methods of instruction are subject to evaluation and modification pursuant to Article 27.

B. Freedom of individual conscience and expression, consistent with the obligation to respect the rights of all other parties, state and federal laws and Board policies, shall be encouraged to promote the best possible learning climate for pupils. A balanced and fair presentation of all sides of issues shall be encouraged in the classroom.

ARTICLE 7

AUTHORIZED PAYROLL DEDUCTIONS

A. The Treasurer shall provide direct deposit for payroll checks upon completion of appropriate forms by Bargaining Unit Members. This deposit will reach participating financial institutions on or before the distributing date of regular paychecks.

B. Deduction of yearly dues and of fees shall be authorized for payroll deduction to the Treasurer by the Bargaining Unit Member for the following:

1. Unified Dues (WLEA, OEA, NEA, SEOEA)
2. Departments of the Ohio Education Association as found on the yearly enrollment form.
3. Health Insurance
4. District-offered Supplemental Insurance
5. Annuities
6. OEA Fund
7. Federal, state and municipal taxes.

The length of the deduction shall be unlimited.

C. Bargaining Unit Members may also elect to direct deposit funds into a 529 account in accordance with applicable law.

D. Deductions shall be transmitted to the proper agency within ten (10) days after the deductions are made, except under extraordinary circumstances.

E. Agents, brokers, or companies designated to write tax-sheltered annuities on or after August 9, 1982 shall comply with the provisions of Section 9.91(A) of the Ohio Revised Code. There shall be no more than twenty (20) agents, brokers or companies designated for payroll deduction at any one time.

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

ARTICLE 8

PERSONNEL FILES

A. There shall be one personnel file which includes the following items shall be maintained in the office of the Superintendent of Schools for each Bargaining Unit Member.

1. Application for employment;

2. Current employment contract(s);

3. Ohio teaching certificate(s)/license(s);

4. College transcripts and other in-service credits;

5. Written reprimands with supporting evidence, together with any written replies thereto;

6. Final Summative Evaluation Report required by the district's evaluation procedure;

7. Letters of commendation and certificates of award;

8. Unsolicited letters of support and written positive comments from students, parents, community members, Board employees, representatives of outside agencies and members of the general public.

B. Personnel files are public records and may be examined by anyone in accordance with state law and Board policy.

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

C. No anonymous item or report critical of a Bargaining Unit Member shall be included in the file.

D. If a Bargaining Unit Member disputes the accuracy, timeliness, relevance or completeness of any item in his/her file, it shall be reviewed by the principal and Bargaining Unit Member involved and the Bargaining Unit Member shall be afforded the opportunity to file a written reply.

E. A Bargaining Unit Member shall have the right to review evaluations in his/her file and to have a written reply to same included in his/her file.

F. There shall be one personnel file kept on each bargaining unit member.

A written reprimand shall be removed from the personnel file after two (2) years, or earlier if deemed appropriate by the Superintendent, if the occurrence subject to the reprimand does not recur during this period, except as required by 3319.314 of the Ohio Revised Code.

G. A Bargaining Unit Member shall receive a copy of all written reprimands or complaints prior to placement of such documents in his/her personnel file. A Bargaining Unit Member may request and shall receive a reproduction of any item in his/her file, exclusive of confidential letters of recommendation or references.

H. A written reprimand or complaint shall be removed from the personnel file after two (2) years, or earlier if deemed appropriate by the Superintendent, if the occurrence subject to the reprimand does not recur during this period.

I. Supplemental contract personnel files will adhere to the provisions of this Article.

ARTICLE 9

MEDICAL EXAMINATION

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

Per the Americans with Disabilities Act, medical examinations may only be required if they are job-related and consistent with business necessity. A medical exam is "job-related and consistent

with business necessity" when an employer "has a reasonable belief, based on objective evidence, that: (1) an employee's ability to perform essential job functions will be impaired by a medical condition; or (2) an employee will pose a direct threat due to a medical condition." Exams and inquiries in response to a request for reasonable accommodation when the disability or need for accommodation is unknown may be job-related and consistent with business necessity.

ARTICLE 10

FACULTY MEETINGS

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

B. Faculty meetings may only extend beyond the Bargaining Unit Member's scheduled work day one time per quarter for up to 30 minutes.

ARTICLE 11

LENGTH OF SCHOOL YEAR, DAY, PREPARATION PERIODS

A. Planning time for bargaining unit members will be a minimum of 200 minutes per week, in blocks of no less than 40 minutes per day, (the daily requirement will not apply on modified block days or calamity days) within the scope of the student contact day. Planning and preparation time shall be exclusive of homeroom, study hall, recess, lunch, hall, or bus duty; required meetings, conferences, or other assigned duties.

B. Administration will make every effort to equalize planning time among teachers in Grades K-12.

C. During the school day, each teacher shall have a thirty (30) consecutive minute duty-free lunch period each day to occur during the operational hours of the lunch room.

D. The length of each school day in the district shall be seven and one-half (7 1/2) hours for Bargaining Unit Members.

E. A committee consisting of one (1) administrator and three (3) Bargaining Unit Members shall meet in November to draw up two (2) proposed school calendars for the coming school year(s). The length of each school year shall not exceed one hundred eighty-four (184) days, specifically including two (2) conference days, five (5) professional

development days and five (5) Bargaining Unit Member work days (one at the beginning of the year and one at the end of each grading period). The school year shall not end on a Monday. The certified staff shall be given an opportunity to vote on the proposed calendars, and the calendar with the most votes shall be given consideration by the Board.

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

F. The Board may, in its discretion, determine teacher contact time with students and may modify the daily starting and dismissal times for students in order to increase or decrease such contact time. Assigned start and end times will be at least five minutes before or after the contact day begins or ends

G. Upon approval of the building principal, a Bargaining Unit Member may work under a flexible schedule. Each Bargaining Unit Member's schedule proposal shall be individually reviewed and no proposal shall be denied for arbitrary and/or capricious reasons. The flexible schedule shall include all rights and responsibilities set forth in this Article and shall not result in a reduction of pupil contact time and other responsibilities including, but not limited to, duties, availability for parent conferences and homeroom. Bargaining Unit Members shall notify the principal of their schedules.

H. Any regular classroom Bargaining Unit Member with extenuating circumstances may, with administrative approval, submit an "Extra Labor Form". Pay shall be at that Bargaining Unit Member's daily rate of pay.

I. Any change to the calendar will be agreed upon by the board and association.

J. All effort will be made to assign duties equitably among all bargaining unit members within a building.

ARTICLE 12

CLASS SIZE

A. The work loads of members of the bargaining unit shall be regulated in accordance with this Article. The Board shall compensate members of the bargaining unit whose teaching loads exceed the established maximums as set forth below. Physical education teachers, media specialists, and teachers of performance-based courses, such as band, choir, handbells, and drama, and teachers with classroom support aides are not covered by this article; however, if the teacher feels the class size is unsafe or unmanageable, the teacher may request a schedule or classroom environment adjustment. The aforementioned Bargaining Unit Members that teach in academic classes shall have their academic classes subject to the class size provision on a pro-rated basis.

B. Class size shall be calculated based on the teaching load of the instructor, i.e., the total number of students the Bargaining Unit Member sees in a given school day. Students in homeroom periods, study halls, and seen in the course of other non-instructional responsibilities shall not be used to determine teaching load. In cases where instruction is required during otherwise non-instructional periods, the assigned roster will be considered for compensation. For the purposes of calculating teaching load, a unit of instruction shall be defined as one hour or a major fraction thereof. Block classes shall be counted as two units of instruction.

C. Payment shall be made at the end of each nine-week grading period and shall be issued by the second pay following the end of such grading period.

The calculation for class overage will be the following for art, music, and K-8 exploritory classrooms:

- Class sizes that are greater than 30 students will be compensated at the rate of fifty cents ($0.50) per excess student per day.
- Classes that are co-taught, the student number for that class, will be decreased by 50% when adding to the bargaining unit member's total roster.

The calculation for class overage will be the following in grades five through twelve:

- Class sizes that are greater than 25 students will be compensated at the rate of seventy-five cents ($0.75) per excess student per day.
- Classes that are co-taught, the student number for that class, will be decreased by 50% when adding to the bargaining unit member's total roster.

The calculation for class overage will be the following in any grade level at the elementary school that is departmentalized:

- Class sizes that are greater than 25 students will be compensated at the rate of seventy-five cents ($0.75) per excess student per day in English Language Arts and Math classes. Student enrollment beyond 25 will be multiplied by two (2) when calculating the class overage.
- The number of students greater than 25 for Science and Social Studies classes will be multiplied by one (1) when calculating the class overage.
- When calculating student overage, only English Language Arts, Math, Science and Social Studies classes will be used.

The calculation for class overage will be the following in any grade level at the elementary school that is not departmentalized:

- Homeroom size that are greater than 25 students will be compensated at the rate of seventy-five cents ($0.75) per excess student per day.
- The number of students greater than 25 will be multiplied by four (4) when calculating the class overage.
- When calculating student overage, only the homeroom class will be used.

D. Courses for College Credit

1. The teacher of record shall be a qualified bargaining unit member. Assignment as a teacher of record shall be on a voluntary basis. If no qualified bargaining unit member volunteers to perform as teacher of record, the Superintendent may assign the work to a qualified bargaining unit member. This shall be done on a rotation basis of seniority providing the teacher has been successful in this dual credit assignment.

2. Teachers of record shall be compensated at the rate of $1,000 per college credit plus course per semester. A teacher shall be eligible for a maximum compensation of up to $5,000 per year.

3. Mileage must be approved and shall be paid in accordance with the federal rate.

4. In order to be eligible for the payment set forth in this Section, a teacher may not be absent from a CCP course such that college credit cannot be awarded due to the teacher's absence.

E. Alternative Instruction

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

2. The teacher of record shall be a bargaining unit member. Assignment as a teacher of record shall be on a voluntary basis. If no qualified bargaining unit member volunteers to perform as teacher of record, the Superintendent may assign the work to a qualified bargaining unit member. This shall be done on a rotation basis of seniority providing the teacher has been successful in this assignment of credit flex.

3. Teachers of record shall be compensated per diem up to twenty-five (25) hours of work outside the workday for a high school semester equivalent course. Compensation shall be prorated for any course longer or shorter than a high school semester equivalent. A teacher will provide timesheets describing work outside the school day to the Treasurer to be paid at semester end.

F. Mileage must be approved and will be paid in accordance with the federal rate.

ARTICLE 13

SUBSTITUTE TEACHERS

A. The Board through its Administration will make every effort to secure qualified substitute teachers when a regular Bargaining Unit Member is not able to cover his/her own class or classes. In the event the Administration is unable to obtain a qualified substitute, the Administration may assign a Bargaining Unit Member to substitute during his/her planning period. Assignments of Bargaining Unit Members to cover for Bargaining Unit Members on leave shall be made on a rotating basis. If neither a qualified substitute nor a Bargaining Unit Member is available to supervise a class, it may be necessary for the Administrator to double up classes in order to provide supervision.

B. Any Bargaining Unit Member who is assigned to cover another Bargaining Unit Member's class by an administrator will be reimbursed at the rate of $25.00 per period (or per equivalent unit in the elementary schools). A period will be defined based on an eight (8) period day. Alternatively, a Bargaining Unit Member may be assigned to cover another Bargaining Unit Member's class for the entire day and shall be paid (in addition to their regular salary) a total equal to the lowest daily substitute pay offered by the District for the day. In this case, the Bargaining Unit Member will not also receive $25.00 per period for covering that Bargaining Unit Member's class for the entire day.

C. The Administration shall not require a Bargaining Unit Member to substitute if by substituting the Bargaining Unit Member will not be able to provide all instructional and educational services required for a special needs student in his/her class.

D. At the beginning of each school year the principal and staff will create a plan for coverage of classes when a substitute is not available.

E. If a teacher will be on an extended leave of more than two weeks, the teacher may request a specific substitute.

ARTICLE 14

COMMITTEES

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

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

ARTICLE 15

TRANSPORTATION REIMBURSEMENT FOR TRAVELING BARGAINING UNIT MEMBERS

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

ARTICLE 16

DISTRICT-REQUIRED TRAINING AND PROFESSIONAL DEVELOPMENT

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

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

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

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

B. Continuing education units (CEU's) shall be provided by the LPDC for all district in-service programs. Such credit shall only be available to Bargaining Unit Members who have a current IPDP on file at the time of the in-service.

C. When there is a shortage of qualified staff due to changes in Ohio Revised Code and/or Ohio Department of Education requirements, the Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, training sessions, exams/tests or other programs needed to meet requirements.

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

ARTICLE 17

CLASSROOM RULES

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

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

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

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

A. No later than the end of the tenth student contact day each year, the teacher shall provide his/her proposed list of additional class requirements to the building principal for review and approval. If the principal and the teacher cannot agree on the proposed class requirements, the principal shall provide his/her reasons to the teacher, in writing, within five (5) days of the original submission.

B. If the principal does not approve the guidelines the teacher may either revise his/her class requirements or may submit a copy of the proposed guidelines along with the principal's reason(s) for disapproval to the Superintendent for appeal. This appeal shall be filed within ten (10) days of the receipt of the building principal's reasons for disapproval. The Superintendent shall meet with the teacher within ten (10) days of submission of the appeal and discuss the proposed guidelines. The Superintendent shall render a decision on the appeal within ten (10) days of the meeting. The Superintendent shall have the final authority to approve any additional student requirements for a specific class.

C. If, in the best judgment of the teacher, modifications, and/or additions/deletions need to be made during the course of a school year the above process can be repeated at such time as changes are needed. Approval for the changed guidelines must be obtained from the building principal or the Superintendent prior to distribution or application of the modified guidelines.

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

ARTICLE 18

PROFESSIONAL DEVELOPMENT

A. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

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

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

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

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

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

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

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

B. PROFESSIONAL LEAVE

1. The amount of fifteen thousand ($15,000) in each year of this contract shall be allocated from Board monies to be used for the payment of the expenses of Bargaining Unit Members who are attending approved professional meetings, and/or workshops, and/or school visitations. The annual allocation shall be divided on a January 1, and July 1, basis.

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

	7/1 through 12/31	1/1 through 6/30
High School	$5,000	$5,000
Middle School	$5,000	$5,000
Elementary School	$5,000	$5,000

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

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

3. The term "professional days" is not to include days when a Bargaining Unit Member accompanies students at meetings, competitions, field trips, and the like.

4. Money from the PLF shall not be used to reimburse BUMs that are accompanying students at school related functions such as meetings, competitions, and field trips in which the BUM will garner no professional development. Money from the PLF will not be used to pay substitutes for these absences.

5. Application to attend announced professional meetings or workshops or to make school visitations shall be filed with the building principal. Once approved at the building level, requests shall be submitted to the Superintendent for review. Upon approval by the Superintendent, copies of the application form shall be returned to the building principal and the Bargaining Unit Member. Administration shall provide written reasons for denial. If a Bargaining Unit Member's application is denied at the building level, he/she has the right to meet with the Curriculum Director and/or Superintendent to appeal the denial.

6. Every effort shall be made to rotate the approved attendance among the various Bargaining Unit Members in a department or special subject area.

C. TUITION REIMBURSEMENT

1. Bargaining Unit Members shall be eligible for consideration in professional growth. Recipients will be chosen from applicants who have a minimum of previous professional service of at least two (2) school years (no less than 120 school days per year) in Warren Local Schools. No Bargaining Unit Member on a leave of absence shall be eligible for reimbursement under this Article.

2. A part-time Bargaining Unit Member as defined in Article 33 shall be eligible for tuition reimbursement after two (2) years of service. Tuition reimbursement shall be pro-rated according to the time he/she is contracted to work in the year in which the tuition reimbursement is approved.

3. If, following approval of a tuition reimbursement application, the applicant, for any reason, fails to take the approved or substituted course during the quarter or semester for which it was approved, the reimbursement amount allocated to that application shall become unencumbered and shall revert back to the general tuition reimbursement fund. The applicant shall notify the Superintendent's office of such an event as soon as possible.

4. The Board shall appropriate a minimum of thirty thousand dollars ($30,000.00) during each year of this contract. The amount shall be divided equally among August 1, December 1, and April 1. The unencumbered portion shall carryover for the duration of this contract.

   Reimbursement for approved coursework shall be at the rate of the lesser of $400 per quarter hour ($600 per semester hour) or the actual tuition expense of the Bargaining Unit Member for graduate level coursework or the lesser of $250 per quarter hour ($350 per semester hour) or the actual tuition expense of the Bargaining Unit Member for undergraduate level coursework. A Bargaining Unit Member failing to maintain a cumulative point average of "B" or better shall not receive reimbursement. The Bargaining Unit Member must teach in the Warren Local Schools the year following receipt of this credit to be entitled to payment.

5. In order to receive reimbursement the Local Professional Development Committee must first verify that the course matches the Bargaining Unit Member's Individual Professional Development Plan.

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

7. In order to receive reimbursement the Bargaining Unit Member must submit the following:

   a. A course request form, which must be submitted by 10 days after the beginning of the course;
   b. An itemized statement from the college or university showing tuition costs;
   c. Proof of payment of tuition expenses;
   d. Grade sheet or statement from the University or an official transcript.

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

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

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

9. By accepting payment under either condition set forth in this Article, the Bargaining Unit Member agrees that if his/her employment with the Board ends for any reason whatsoever prior to completion of the next entire school year following payment, the Board and Treasurer may recover all monies paid under this Article by withholding salary or any other means.

10. When a Bargaining Unit Member presents evidence of completion of additional credit which would qualify the Bargaining Unit Member for a better salary schedule bracket, the salary of the Bargaining Unit Member will be adjusted. Evidence of credit can be by a grade sheet or statement from the university or the official transcript and shall be presented to the county superintendent and the Board Treasurer on or before November 15 and on or before February 15, with adjustment to be made at the beginning of the semester.

11. In the event an approved course is canceled or full, the Bargaining Unit Member may substitute an alternative course in the field of study. The Bargaining Unit Member must submit a change of course form, which must be approved by the Local Professional Development Committee.

12. In addition, the Board shall appropriate an additional fifteen thousand dollars ($15,000) during each year of this contract for the purpose of the reimbursement of coursework that is in the pursuit of additional licensure, certification, endorsement, credential, etc., up to 100% of the cost of each course. Eligibility for this reimbursement will be confirmed by the Local Professional Development Committee.

D. RESIDENT EDUCATOR

1. The Superintendent or his/her designee will make a determination as to the assignment of mentors to specific teachers on Resident Educator License cycles, teachers that are new to the District, and teachers who may move from one location/assignment to another within the District. No Bargaining Unit Member shall be assigned more than two (2) mentees at a time.

2. A meeting will be held prior to the start of the school year with Mentors and Mentees to explain the program, answer questions, and allow the Mentors the opportunity to meet and make initial plans with the Mentees.

3. Mentors who attend all scheduled meetings (not to exceed four (4)) will be paid according to the following scale:

Mentor to a Year 1 Resident Educator	$1,200/year
Mentor to a Year 2 Resident Educator or mentor to a teacher	$1,200/year
Mentor to an experienced teacher who moves to another building/assignment in the District	No monetary compensation
Mentor to a teacher new to the District	$500

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

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

5. Confidentiality

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

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

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

E. NATIONAL BOARDS

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

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

ARTICLE 19

LEAVE PROVISIONS

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

A. Court and Jury Duty Leave

1. When it becomes necessary for a Bargaining Unit Member to accept jury duty, the Bargaining Unit Member shall be paid his/her regular salary for the number of days involved. Such leave shall not be deducted from any other type of leave.

2. A Bargaining Unit Member shall also be paid his or her regular salary if he or she is a witness subpoenaed to testify in a court of law, except, if the Board or any of its members or administrators is a party to the lawsuit, neither a Bargaining Unit Member nor the Association may be an opposing party. In the event that a Bargaining Unit Member is subpoenaed to testify and the above limitation cannot be met, the Bargaining Unit Member shall be granted his/her choice of unpaid leave or personal leave. Such leave shall not count against the perfect attendance incentive as defined by this Article. However, use of personal leave shall decrease the Bargaining Unit Member's personal days by the number of days involved.

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

B. Military Leave

Military leave will be granted to Bargaining Unit Members pursuant to Ohio Revised Code. Benefits will be granted as a maximum allowable by law in accordance with ORC 5923.05.

C. Parental Leave

1. Leave Rights

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

2. Application for Leave

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

3. Time for Filing Application

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

4. Reinstatement Rights

Upon return from approved parental leave at the time set forth in the application for leave, the Bargaining Unit Member shall be entitled to reinstatement to the same position he/she held prior to the leave, if a vacancy in such position exists at

the time of his/her return, or to a similar position. Similar position means K-4 teachers to K-4, 5-8 teachers to 5-8 and high school teachers to high school.

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

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

D. Sick Leave

1. Bargaining Unit Members shall be granted sick leave on the basis of one and one quarter (1 1/4) days for each completed month of service, or fifteen (15) days for each completed year of service. Sick leave may be accumulated up to maximum of 245 days. Up to five (5) days sick leave shall be advanced to Bargaining Unit Members who have exhausted their sick leave.

2. Sick leave may be used in full, half, or quarter day increments for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the Bargaining Unit Member's immediate family.

3. “Immediate family” is defined as: The Bargaining Unit Member's mother, father, brother, sister, mother-in-law, father-in-law, daughter-in-law, and son-in-law, spouse, child, step child, grandparent, grandchild, or relative/significant other living in the same household, or at the discretion of the Superintendent.

4. Bargaining Unit Members will be required to state the reason for utilizing sick leave in the “administrator notes” section when entering sick leave in the District-provided system. Documentation may be requested by the Administration from any Bargaining Unit Member who uses ten (10) consecutive sick days, fifteen (15) total sick days within one academic year, or if a pattern of sick leave is determined by administration.

E. Bereavement Leave

In the case of death in the immediate family, a Bargaining Unit Member may have up to three (3) days of paid leave. "Immediate family" is defined as: mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law, spouse, child, step-child, grandparents, grandparents’ in-law, grandchildren, and any person living in the same household. At the discretion of the Superintendent,

this period may be extended due to such extenuating circumstances as distance, unusual family or personal responsibilities, and the like.

1. Absence from the first three (3) days of bereavement leave shall not be deducted from sick leave.

2. In the event the bereavement leave period is extended for more than three (3) days, the ensuing days absent will be deducted from sick leave.

F. Sabbatical Leave

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

1. The Bargaining Unit Member shall submit to the Superintendent a request which includes a plan for professional growth. This plan must be approved prior to the granting of sabbatical leave. For a full year or fall semester, the request must be submitted by April 1. Requests for spring semester must be submitted by November 1.

2. Upon return from sabbatical leave, the Bargaining Unit Member shall submit to the Superintendent a report containing transcripts of courses taken while on leave, a description of travel and other information pertaining to evaluation of his or her program.

3. The Bargaining Unit Member may be required to return to the district at the end of the leave for a period of at least two years. In the event the Bargaining Unit Member does not return to the district for the requisite period, he/she may be required to return any money received from the Board during the sabbatical year.

4. A satisfactory replacement must be available. The actual teaching assignment may be filled by any satisfactorily certified employee, existing or new hire. For purposes of pay calculation the Bargaining Unit Member's replacement shall be the person employed on the most temporary contract, regardless of the replacement's actual teaching assignment. For these purposes a substitute contract is the most temporary type of contract. In the event two or more Bargaining Unit Members are hired on the same type of contract (i.e. one-year limited), the Bargaining Unit Member who has been advised that this is a temporary, one-year position shall be considered to be on the most temporary contract.

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

5. No more than two (2) percent of the certified staff may be granted sabbatical leave at any one time.

6. The excess difference between the replacement's pay and the Bargaining Unit Member's expected salary shall be paid the Bargaining Unit Member.

7. No Bargaining Unit Member may be granted a leave more often than once each five (5) years.

8. No Bargaining Unit Member may be granted a leave a second time when other members of the staff have filed a request to be granted such leave.

9. Upon return from a full-year sabbatical, a Bargaining Unit Member shall be returned to the same or similar assignment held prior to such leave. Similar assignment means K-4 teachers to K-4, 5-8 teachers to 5-8 and high school teachers to high school. Supplemental contracts or extended service do not apply. Bargaining Unit Members shall notify the Superintendent by March 15 if they do not intend to return.

G. Association Leave

1. The Association shall be granted 20 days leave with pay for its members to perform professional association duties that cannot be performed at times other than normal school days.

2. In order to obtain Association Leave, the Association shall reimburse the Board for the cost of the substitute teachers.

3. Bargaining Unit Members shall apply for Association Leave to attend the NEA, OEA, and/or SEOEA conferences by the end of October. For all other Association Leave, with the exception of an emergency or unexpected event, Bargaining Unit Members will make every effort to apply five (5) teacher working days in advance of the intent to use association leave.

4. No other leave provision, other than personal leave, of this contract may be used for a Bargaining Unit Member to perform association duties.

H. Personal/Emergency Leave

All Bargaining Unit Members shall be granted four (4) days of personal/emergency leave per year. Days may be used in half-day segments. Use of these days will be unrestricted. Not more than fifteen percent (15%) of teachers in a school building may be approved for personal leave on the same day unless approval is received, in advance by the Superintendent or designee. Eligibility will be determined on first-come, first-serve basis. (This shall become effective on July 1, 2026.) With the exception of an emergency or unexpected event, Bargaining Unit Members will make every effort to apply five (5) teacher working days in advance of the intent to use a personal day. Bargaining Unit Members may roll one (1) personal day over to the following year, for a

maximum accumulation of five (5), and must notify the Treasurer's office in writing no later than the last day of the school year. In lieu of receiving an incentive payment under Section M (3) for unused personal/emergency leave, a Bargaining Unit Member may elect to convert their entire unused balance of personal/emergency leave for the year to sick leave. Notification must be made to the Treasurer's office in writing no later than the last day of the school year. Failure to notify the Treasurer's office shall result in the days being paid under Section M (3). Opting to roll a personal day and/or convert remaining personal days to sick leave disqualifies the Bargaining Unit Member from the perfect attendance bonus in Section M (4).

I. Assault Leave

1. A Bargaining Unit Member who is required to be absent due to physical or mental disability resulting from an assault, which occurs in the course of Board employment while on duty on school grounds during school hours or where required to be in attendance at a school-sponsored function, shall receive assault leave. If such leave extends beyond five (5) days, the Bargaining Unit Member may be required to be evaluated by a licensed professional appointed by and paid for by the Board. The Board shall be entitled only to a simple certification of disability as a result of said examination. Upon determination of eligibility by the Board, such leave shall be granted for a period not to exceed one hundred eighty-four (184) school days upon the Bargaining Unit Member's delivering to the Treasurer a signed statement, unless unable to sign, on forms prescribed by the Board of Education and maintained by the Treasurer.

2. Such statements will indicate the nature of the injury, the date of its occurrence, the identity of individual(s) causing the assault, if known, the facts surrounding the assault and the willingness of the Bargaining Unit Member to participate and cooperate with the Board in pursuing legal action against the assailant(s). If medical attention is required, the Bargaining Unit Member shall supply a certificate from a licensed physician stating the nature of the disability and its duration. Need for absence because of assault may also be verified by a Board appointed physician.

3. Full payment for assault leave, less worker's compensation and any other financial remuneration, shall not exceed the Bargaining Unit Member's per diem rate of pay and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer. A Bargaining Unit Member absent from work because of an assault shall not be gainfully employed elsewhere. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under Ohio Revised Code Section 3319.16 Where the assaulted Bargaining Unit Member becomes eligible for benefits under the State Bargaining Unit Members Retirement System because of any disability or because of age, or where the Bargaining Unit Member's employment by this district ceases, this leave provision shall no longer apply.

J. Unpaid Leave of Absence

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

2. All requests for such leaves, regardless of the number of days requested, shall be submitted upon appropriate forms to the Superintendent or his/her designee at least ten (10) working days prior to the leave requested, except in case of emergency.

3. The Superintendent shall have the initial authority to grant or deny an unpaid leave of absence upon the request of a Bargaining Unit Member for a period of one (1) to five (5) consecutive working days upon full review of the request and the reasonable exercise of discretionary judgment.

4. All requests for leaves of absence exceeding five (5) consecutive days shall require prior approval of the Board of Education. The Board may in the reasonable exercise of its judgment either grant or deny such request. The Bargaining Unit Member shall notify the Superintendent of his/her intentions to return five (5) days before the leave expires.

K. Family and Medical Leave Act

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

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

2. While on family medical leave, the bargaining unit member will continue to receive the same group health coverage that he or she had while employed. The

Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each bargaining unit member had before beginning his or her leave.

3. Serious health condition is defined as an illness, injury, impairment or mental condition that involves a) in-patient care in a hospital, hospice, or residential medical facility; or b) continuing treatment by a health care provider.

4. A teacher on family medical leave shall not be entitled to advancement on the salary schedule for the period of absence.

5. Once the leave is approved by the Superintendent and the Board; it may be altered or cancelled with the approval of the Superintendent, the Board, and the applicant.

6. The taking of intermittent leave or leave on a reduced leave schedule is not permitted.

7. Leave provisions set forth in the FMLA which are also available under this Agreement shall not increase or expand the leaves provided in this Agreement.

L. Professional Leave

1. Application to attend announced professional meetings or workshops or to make school visitations shall be filed with the building principal. Once approved at the building level, requests shall be submitted to the Superintendent for review. Upon approval by the Superintendent, copies of the application form shall be returned to the building principal and the Bargaining Unit Member. Administration shall provide written reasons for denial. If a Bargaining Unit Member's application is denied at the building level, he/she has the right to meet with the Curriculum Director and/or Superintendent to appeal the denial.

2. Any Bargaining Unit Member serving as a coach or advisor will be granted Professional Leave when traveling to school related events with students during the contracted day.

M. Perfect Attendance Incentive

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

0	days	$400
1	day	$350
2	days	$300
3	days	$250
4	days	$200

2. Use of assault leave, military leave, Association Leave, bereavement leave, leave for jury duty, professional leave or donation of a sick leave day to the sick leave bank shall not disqualify a Bargaining Unit Member from eligibility from this incentive.

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

   $100 per unused day, up to a maximum of four (4)
   $50 per unused half day

4. A Bargaining Unit Member who uses no sick days and no personal days for the entire school year will receive an additional bonus of $200.

5. Eligible Bargaining Unit Members will receive the incentive pay by the first paycheck in July (and January for the first semester incentive payment).

N. Sick Leave Bank

There shall be a sick leave bank as follows:

1. All Bargaining Unit Members who contribute a maximum of one-half (1/2) day of accumulated sick leave a school year may participate in the sick leave bank.

2. Donation of sick leave shall occur on the second payday in October, unless a Bargaining Unit Member informs the Sick Leave Bank Committee in writing prior to the first pupil contact day that he/she does not wish to participate. Any bargaining unit member who has no accumulated sick leave on the second payday of the school year will have his or her donated day deducted from accumulated sick leave in the first paycheck issued in January.

3. The Association shall forward to the Treasurer's office by September 30, a list of all Bargaining Unit Members not participating in the sick leave bank.

4. The maximum amount of sick leave available for Bargaining Unit Members in any school year shall be the amount of sick leave donated that year by Bargaining Unit Members. Sick leave days donated during any school year shall not be cumulative and any donated days not used in the year donated will carry over to the following year with a maximum accumulation of 200 days.

5. Sick leave bank days shall not be used to extend the time a Bargaining Unit Member is eligible for disability retirement.

6. The Sick Leave Bank Committee shall be organized and operated in accordance with rules and guidelines established by the Association. The Committee shall receive applications and determine eligibility for participation in the Sick Leave Bank.

O. Catastrophic Sick Leave Bank

1. Bargaining Unit Members who have reached the maximum allowed amount of sick leave days (245) can contribute up to ten (10) days of additional accumulated days over 245 each year.

2. Bargaining unit members who have exhausted all of their sick leave accumulation may request sick leave days from the Bank. The Catastrophic Sick Leave Bank may be used only for catastrophic or debilitating medical conditions, which shall be defined as an individual having reached the pooling point, as defined in the insurance plan document. In the event the Bargaining Unit Member is not insured through Warren Local School District, the member must provide documentation of a catastrophic or debilitating medical condition at the time of application.

3. A committee comprised of the Superintendent or designee, the President of the Association or designee, one (1) building principal chosen by the Superintendent, and one (1) Association member chosen by the Association President, shall administer the Bank. The Committee shall develop the approved form and shall approve applications at its discretion.

4. The committee may authorize Catastrophic Sick Leave in increments of 20 days. Additional increments may be requested.

P. Job Related Injury Leave

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

ARTICLE 20

CONTRACTS

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

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

B. Any Bargaining Unit member under contract will have the same assignment for the following year unless notified in writing by the first payroll check in July of a change in assignment. All salary notices will include the building, grade level or subject(s) to be taught, or department(s) in which the services are to be rendered if no classes are taught (such as Guidance). Exceptions are set forth in Article 24.

C. In consideration of the services rendered by the Bargaining Unit Member, the Board agrees to pay said Bargaining Unit Member a base annual salary as prescribed by the salary schedule of the Warren Local School District, according to degree and years of experience. The initial compensation to be paid under a contract shall be according to the existing salary schedule and that amount shall appear on the contract.

D. All Bargaining Unit Members who do not qualify for a continuing contract shall receive Limited Contracts as follows:

a one (1) year contract followed by a one (1) year contract, then;
a two (2) year contract, then;
a three (3) year contract thereafter.

The requirement of a two (2) year contract shall be waived for a period of one (1) year when professional improvement is needed as determined by the Superintendent or designee.

If the two (2) year contract is waived and a one (1) year contract is given, an improvement plan shall be developed for the employee. The next contract offered to such employees shall be for two (2) years.

E. Whenever a Bargaining Unit Member is absent more than 90 work days during the final year of a limited contract such year will not be counted as a year of service for purposes of application of the contract sequence provisions of Article 20 (D) and if such person returns he/she will be in the last year of his/her limited contract.

F. A Bargaining Unit Member becomes eligible for a continuing contract by meeting the requirements of O.R.C. 3319.08. The bargaining unit member shall be considered for a

continuing contract by making a request to the superintendent by January 15th of the current school year.

G. Any Bargaining Unit Member who is filling a year-long vacancy shall be given a regular contract. Such contract shall automatically and without any action of the Board expire at the end of the school year.

ARTICLE 21

SALARY

A. Regular Salaries:

1. The base salary shall be $41,173 effective June 30, 2025; $41,996 effective June 30, 2026; $42,836 effective June 30, 2027. See Appendices A, B, and C for salary index and scale.

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

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

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

3. A Bargaining Unit Member who is employed by the district with more than 10 years of previous experience shall be initially placed on the salary schedule at step 10, degree status. Upon completion of ten (10) years of service in the Warren Local School District, the Bargaining Unit Member shall be moved to the step on the salary schedule which reflects his/her total years of experience, degree status.

For Bargaining Unit Members employed after September 1, 2025, a Bargaining Unit Member who is employed by the district with more than 15 years of previous experience shall be initially placed on the salary schedule at step 15, degree status. Upon completion of ten (10) years of service in the Warren Local School District, the Bargaining Unit Member shall be moved to the step on the salary schedule which reflects his/her total years of experience, degree status.

4. All Extra Labor performed by Bargaining Unit Members will be paid twenty-five ($25) dollars an hour unless otherwise specified in another portion of this contract.

B. Supplemental Salaries

1. The index figures from paragraph three (3) of this section shall be used to determine all supplemental salaries. Index figures shall be applied to the 150 Hours Column of the salary schedule (Step 0).

2. The Board shall have the authority to determine whether any supplemental positions shall be filled and to determine who shall fill any position. New positions may be added by the Board and the index figure set by written agreement between the Warren Local Education Association and the Warren Board of Education.

3. Bargaining Unit Members will have two options in the payment of his or her supplemental contract salary, either a lump sum payment at the conclusion of the supplemental contract or spread pay. The Supplemental salary will be calculated based on the following percentages of step zero (0) of the 150-hour column of the salary schedule:

Position	**# of Positions**	**Index**
1. Football		
a. Varsity	1	0.2110
b. Varsity – Coordinators	2	0.1290
c. Varsity Assistant – T1	2	0.1052
d. Varsity Assistant – T2	1	0.0806
e. Varsity Assistant – T3	2	0.06935
f. Freshman	1	0.0806
g. Junior High – Head Coach	1	0.1052
h. Junior High – Assistant	2	0.0565
2. Basketball - Girls & Boys		
a. Varsity	2	0.2110

b. Varsity Asstistant	2	0.1052
c. Junior Varsity	2	0.1052
d. Freshman	2	0.0806
e. Junior High		
1. WMS 7th	4	0.0645
2. WMS 8th	4	0.0645
3. Wrestling		
a. Varsity	1	0.192
b. Varsity Associate	2	0.1290
c. Varsity Assistant	1	0.0645
d. Junior High	1	0.0468
4. Baseball		
a. Varsity	1	0.1280
b. Varsity Assistant	1	0.0645
c. Junior Varsity	1	0.0645
5. Softball		
a. Varsity	1	0.1280
b. Varsity Assistant	1	0.0645
c. Junior Varsity	1	0.0645
d. Junior High	2	0.0565
6. Soccer – Girls & Boys		
a. Varsity	2	0.1280
b. Assistant/Junior Varsity	4	0.0645
7. Track – Girls & Boys		
a. Varsity	1	0.192
b. Varsity Associate	2	0.1290
c. Varsity Assistant	2	0.0645
d. Specialty Coach	1	0.0565
e. Junior High	2	0.0565
8. Volleyball		
a. Varsity	1	0.1280
b. Varsity Assistant	1	0.0645
c. Junior Varsity	1	0.0645
d. Freshman	1	0.0468
e. Junior High	4	0.0565

9. Cross Country		
a. Varsity	2	0.1280
b. Junior High	1	0.0468
10. Golf		
a. Varsity	2	0.1280
b. Varsity Assistant	2	0.0645
c. Junior High	1	0.0468
11. Cheerleading		
a. Varsity – Football	1	0.0645
b. Varsity – Basketball	1	0.0645
c. Junior Varsity – Football	1	0.0468
d. Junior Varsity – Basketball	1	0.0468
e. Freshman – Football	1	0.0300
f. Freshman – Basketball	1	0.0300
g. Junior High – Football	1	0.0300
h. Junior High – Basketball	1	0.0300
12. Weight Room Coach	4	0.0468
13. eSports Coach		
a. Varsity	1	0.1280
b. Junior Varsity	1	0.0645
c. Junior High	1	0.0468
14. Swimming and Diving	2	0.1280
15. Archery		
a. Varsity	1	0.1280
b. Assistant Varsity	3	0.0645
16~~15~~. Band		
a. Band Director	1	0.222
b. Assistant Director	2	0.09
c. Associate Director	1	0.059
d. Pep Band	1	0.03
e. Winter Guard	1	0.02
f. Winter Percussion	1	0.02
17. Event Coordinator	4	0.0468

18. Musical/Choral		
a. High School Director	1	0.095
b. Elementary Director	2	0.0193
c. High School Asst. Choral Dir.	1	0.0271
d. Middle School Director	2	0.03
e. High School Handbell	1	0.03
f. Middle School Handbell	1	0.02
19.Webmaster		
a. Webmaster, Master	1	0.09
b. Webmaster, Assistant	1	0.0645
20. Head Teacher		
a. High School	1	0.052
b. Middle School	1	0.052
c. Elementary School	1	0.052
21. Department Chairs		
a. High School	7	0.06
b. Middle School	7	0.06
c. Elementary School	7	0.06
22. School Improvement		
a. High School	4	0.0433
b. Middle School	4	0.0433
c. Elementary School	4	0.0433
23. Building Tech Coordinators		
a. High School	1	0.0433
b. Middle School	2	0.0433
c. Elementary School	2	0.0433
24. MS Outdoor Education		
a. Coordinator	1	0.03
b. Assistant Coordinator	2	0.015
25. Summer School		
a. Coordinator	1	0.085
b. Teacher	Varies	As stated in Article 21, Section 4

26. MS Trip Coordinator	1	0.03
27. Student Council		
a. High School	1	0.05
b. Middle School	1	0.03
28. Class Advisors		
a. Senior	2	0.04
b. Junior	2	0.04
c. Sophomore	1	0.03
d. Freshman	1	0.03
29. Yearbook		
a. High School	1	0.05
b. Middle School	1	0.03
c. Elementary School	1	0.03
30. Play or Musical Director(s)		
a. High School (per production)	5	0.0404
b. Middle School (per production)	2	0.02
31. National Honor Society		
a. National Honor Society	1	0.035
b. Foreign Language Honor Society	2	0.0193
c. Music Honor Society	1	0.0193
32. Power of the Pen	1	0.0211
33. Spelling Bee Coordinator	2	0.0193
34. Science Olympiad		
High School		
a. Head Coach	1	0.075
b. Associate Coach	1	0.03
c. Assistant Coach	4	0.02
Middle School		
a. Head Coach	1	0.075
b. Associate Coach	1	0.03
c. Assistant Coach	4	0.02
35. Mock Trial	3	0.0404
36. Model United Nations	4	0.0211

37. Gaming Club	2	0.04
38. Student Technical Organization Advisors	4	0.0404
39. Credit Recovery/Digital Instruction Coordinator	1	0.05
40. Book Club Advisor	1	0.02
41. HPAC Advisor	1	0.02
42. ICU Lifeguards	4	0.02
43. FFA Advisor	1	0.1280
44. Technology Club Advisor	1	0.04
45. Sewing Club	1	0.04

4. Positions for which extended service is normally granted, librarian/media specialist, high school yearbook, speech pathologist, vocational home economics, vocational agriculture, vocational business, occupational work adjustment and guidance counselor, shall be paid at the Bargaining Unit Member's daily rate of pay. The board shall establish the amount of extended service, if any, to be granted each year based upon the needs of the school district.

5. Bargaining Unit Members who participate in Kindergarten Screening will receive their per diem rate of pay. Administration has sole discretion in determining which Bargaining Unit Members participate. Priority will be given to the kindergarten teachers.

6. A written notification including, but not limited to, fund raising expectations, limitations, rules and procedures shall be provided to each individual accepting a supplemental position. This information shall be provided with the supplemental contract.

7. A job description for each supplemental position is on file at the administration office and will be provided to each Bargaining Unit Member receiving a supplemental contract. Changes in job descriptions shall be made through the interim bargaining process.

8. With the exception of spring athletics, Bargaining Unit Members with supplemental contracts shall be notified by May 31st of their reemployment for

their current position. Spring athletics positions shall be notified no later than September 30th of their reemployment for that academic year.

9. Supplement leadership positions will not be filled by first-year district employees without superintendent approval.

10. Bargaining Unit Members will receive preference for Academic supplemental positions connected to WLSD courses. However, Assistants/Associates will be selected by the supplemental position director/advisor.

11. If a Bargaining Unit Member is fulfilling two congruent and simultaneous supplemental athletic contracts in the same sport (i.e. Boys and Girls Cross Country), the member will receive 100% of the largest supplemental athletic contract and 75% of the smaller supplemental athletic contract.

    In the event the Bargaining Unit Member wishes to receive 100% of all awarded supplemental contracts, he/she must demonstrate the justification of being paid the remaining portion of the supplemental athletic contracts (i.e. increased or separate practices).

12. Upon the signed written agreement the Superintendent and the WLEA President, may post and fill additional coaches, associate coaches, and/or assistant coaches beyond the numbers set forth in the table above, if needed.

13. Upon the signed written agreement the Superintendent and the WLEA President, post and fill additional advisors beyond the numbers set forth in the table above, if needed.

ARTICLE 22

INSURANCE PROGRAM

A. Medical Insurance

1. The Board shall provide group hospitalization, surgical and major medical insurance coverage.

2. Bargaining Unit Members shall individually have a Preferred Provider (PPO) and the option to elect a High Deductible Health Plan (HDHP) with a Health Savings Account. Effective July 1, 2017 all new hires will only have the option of the High Deductible Health Plan with a Health Savings Account. The Board shall pay eighty percent (80%) of the premium cost for either the PPO plan or the HDHP.

3. PPO plan specifications will include a $25 per office visit copay and eighty percent (80%) in-network coverage. In-patient admissions and outpatient hospital

services will be subject to the deductible and coinsurance. In-network deductibles are $750/$1,500. Out-of-network coverage is sixty percent (60%) for covered services. Out-of-network deductibles are $1,250/$2,500.

4. The HDHP plan specifications in network will have $3,300/$6,600 deductibles for all medical and prescription drug benefits. Once this deductible is met the in-network coverage will be one hundred percent (100%) and include: $25 Copay for a Physician Office Visit (excluding Preventative Office Visits), $10/$20/$30/25% to $2,500 Copays on Retail Generic/Brand Formulary/Brand Non Formulary/Specialty Prescriptions, as well as $20/$40/$60/25% to $2,500 Copays on Mail Order Generic/Brand Formulary/Brand Non Formulary/Specialty Prescriptions. The In-Network Out-of-Pocket Maximum will be $4,000/$8,000.

   Out-of-network coverage is eighty percent (80%) for covered services. Out-of-network deductibles are $6,000/$12,000. Notwithstanding the foregoing, if either of the above HDHP plan deductibles falls below the minimum deductible required by IRS regulations for HDHP plans, that deductible shall increase to comply with IRS regulations.

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

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

B. The Board shall provide group term life insurance coverage in the amount of $30,000. The Board shall pay one hundred percent (100%) of the premium cost.

C. The Board shall provide family group dental insurance coverage with specifications the same as or better than the plan currently in effect. The Bargaining Unit Member shall pay 20% towards the premium cost.

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

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

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

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

E. The Board may change insurance providers or self-funding so long as the benefits provided are the same or better than exist under the plans/programs set forth in this article.

F. If the Board's share of the monthly premium increases by ten (10) percent or more relative to the previous insurance year, the insurance committee must convene to formulate a proposal under which benefits and/or the insurance plan are modified to reduce the Board's cost increase of the insurance renewal to less than ten (10) percent; if the committee's proposal is not ratified/approved by the Warren Local Education Association (WLEA) the excess above ten (10) percent will be paid solely (100%) by the bargaining unit member. If the committee's proposal is ratified/approved by the WLEA but not by the Board, the excess above ten (10) percent will be paid solely (100%) by the Board.

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

G. Spousal Surcharge

Starting with employees hired after September 1, 2025, if the spouse of a member has insurance available through the spouse's employer and the spouse wants to enroll and/or

continue with Warren Local School District plan, the member will pay a surcharge on the monthly premiums in the amount of one hundred fifty dollars ($150.00) per month, in addition to the family premium. The Spousal surcharge shall not apply to married couples in which both individuals are employed by the district and both are eligible for the district's medical insurance plan.

H. The Board shall provide group vision insurance. The bargaining member shall pay 20% of the premium cost.

ARTICLE 23

SEVERANCE PAY

A. Bargaining Unit Members who elect to retire and meet the requirements of the State Teacher Retirement System (STRS) or at least twenty (20) years of service for Warren Local Schools and are at least fifty-five (55) years of age shall be paid a lump sum equal to one-fourth (1/4) of the value of the total accrued but unused sick leave credit up to a maximum of 56.25 days. Unless a Bargaining Unit Member qualifies for the additional payment set forth in paragraph 2 herein, payment for sick leave on this basis shall be considered to eliminate all sick leave accumulated by the Bargaining Unit Member.

B. Bargaining Unit Members with ten (10) or more years in the Warren Local School District and meeting the requirements set forth in section A above will be eligible and will receive severance pay in addition to the amount set forth in section A. Eligible Bargaining Unit Members shall receive one (1) additional severance day for every four (4) days of unused sick leave remaining after the number of severance days received under section A is subtracted from the total number of sick leave days accumulated prior to any payment of severance. For example, severance pay for the Bargaining Unit Member eligible under this paragraph with 225 days of unused sick leave accumulated at the time of retirement would be paid as follows: (1) he/she would receive 56.25 days of severance under section A; (2) the 56.25 severance days paid under section A would be subtracted from the 225 days of total accumulated sick leave leaving a total of 168.75 days; he/she would then receive severance payment for 1/4 of the remaining accumulated sick leave days or 42.19 days of severance (1/4 x 168.75 = 42.19 days); the total amount of severance this Bargaining Unit Member would receive would be 98.44 (56.25 days under section A + 42.19 = 98.44 days). Payment for sick leave on this basis shall be considered to eliminate all sick leave accumulated by the Bargaining Unit Member. The provisions of this section (Article 23, Section B) shall not apply to Bargaining Unit Members hired for the first time on or after July 1, 2001.

C. Only the first 225 days of accumulated sick leave shall be used in computing any severance pay.

ARTICLE 24

VACANCIES, TRANSFERS AND PROMOTIONS

A. DEFINITIONS

1. A transfer shall be any change in a Bargaining Unit Member's school of assignment, grade level, or subject area.

2. A vacancy shall be defined for purposes of this contract as a situation where a position previously held by an employee is no longer held by that employee or when a new position is created. When course assignments within the high school, middle school or grade level team are realigned by administration or impacted grade levels, grade level bands or subject areas, this shall not create a vacancy. The Superintendent shall determine whether to fill vacancies.
3. A voluntary transfer shall be any transfer granted to and/or agreed to by the Bargaining Unit Member(s) involved.

4. An involuntary transfer shall be any transfer made without the agreement or consent of the Bargaining Unit Member(s) involved.

B. POSTING OF VACANCIES

1. The Board shall post all certified vacancies throughout the school year in each building, as well as by district e-mail, and district website for a period of five (5) work days.

2. Supplemental positions, including, but not limited to those funded by grants, shall be posted.

3. Notice of vacancies occurring in the months of June, July, and August shall be emailed to all Bargaining Unit Members and posted to the district website. Vacancies declared in June, July, and August shall be declared closed five (5) days following the e-mail posting. The posting period during these months may be waived by the Superintendent where, for unusual circumstances, a delay in filling the position reasonably could be expected to have a detrimental effect on the District. Incumbent staff members who express interest in a position shall be given consideration and, if not chosen, shall be so notified.

Each posting will contain the following information:

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

C. FILLING OF VACANCIES

1. Where more than one person including at least one Bargaining Unit Member applies for a vacancy, if the Superintendent in his/her discretion determines that the following factors are equal among all candidates, the most senior Bargaining Unit Member shall receive the job:

    a. Performance as reflected in evaluations and the Bargaining Unit Member's personnel files.
    b. Experience and training in a position comparable to the vacant position.
    c. Teaching and classroom management strengths and weaknesses.
    d. Previous employment in the Warren Local School District.
    e. Qualifications of the applicants to perform the duties and responsibilities of the vacant position, including classroom management, knowledge of and education in the area(s) of instruction, and ability to work with parents.
    f. Number and recency of voluntary position moves by the Bargaining Unit Member(s).

2. Using the foregoing criteria, the Superintendent shall have the right to hire the applicant he/she determines to be the most qualified person for the position.

3. In the event the Superintendent/Board does not award the vacant position to the most senior Bargaining Unit Member, he/she shall be given written specific reasons for the decision. If the most senior Bargaining Unit Member is not chosen for a vacancy, he/she will be given the written notice prior to the successful candidate being notified.

4. In the event one or more positions are eliminated, the least senior person teaching at the affected grade level or department shall be displaced.

5. Vacancies will not be filled during the posting period.

D. INVOLUNTARY TRANSFER

1. A Bargaining Unit Member shall be provided written notice that he/she may be involuntarily transferred. An involuntary transfer or reassignment will be made only after a meeting between the Bargaining Unit Member involved and the Superintendent. The Bargaining Unit Member and the Superintendent may at their option have a representative of their choice present at such meeting. If requested by the Bargaining Unit Member in writing, the Superintendent shall furnish the reason for the transfer or reassignment in writing.

2. An involuntary transfer shall be made only to a vacant position as defined in A.2. in this Article. No Bargaining Unit Member will be subject to an involuntary transfer to create a vacancy.

3. No full-time Bargaining Unit Member shall be involuntarily transferred into a part-time position and no part-time Bargaining Unit Member shall be involuntarily transferred into a full-time position.

E. MISCELLANEOUS

1. In addition to the posting of vacancies, all Bargaining Unit Members will be issued a survey each spring to indicate their preferences for assignment for the next school year. Bargaining Unit Members indicating on this survey the desire for a transfer or change in assignment will be granted a conference with the superintendent to review their request prior to the closing of school.

2. Bargaining Unit Members shall be notified of their building and subject assignment, except in cases of emergency, no later than with the first payroll check issued in July.

3. The Board declares its support of a policy of filling vacancies in supervisory positions from within its own teaching staff, provided, however, nothing herein shall preclude the Board from determining that the interest of the school system can best be served by actively seeking candidates from outside the district. Vacancies shall be filled on the basis of experience, competency, qualification of applicant, length of service in the District, and other relevant factors.

ARTICLE 25

REDUCTIONS IN FORCE

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

B. Procedure

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

1. First, the Board shall accomplish any necessary reductions in staff through attrition (i.e. retirement, voluntary resignation, etc.), before any suspension of contracts.

2. Second, should it be necessary to suspend contracts to achieve the necessary reduction in staff, limited contract teachers shall be reduced first utilizing the following order:

    a. Certification/Licensure within the affected teaching field
    b. Comparable evaluations as defined in this Agreement
    c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

3. Third, should the necessary reduction of staff exceed the number of limited contract teachers in the affected field, only then shall continuing contract teacher be reduced by utilizing the following order:

    a. Certification/Licensure within the affected teaching field
    b. Comparable evaluations as defined in this Agreement
    c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

4. Using the exclusive criteria in this provision, the District will establish the order in which members' contracts are suspended and will recall members in reverse order.

5. The following summative ratings will be used to determine whether evaluations are comparable for the purpose of a reduction in force: a rating of Accomplished or Skilled is comparable to another Accomplished or Skilled rating; a rating of Developing is comparable to another Developing rating; and a rating of Ineffective is comparable to another Ineffective rating.

6. A Bargaining Unit Member affected by reduction in force may elect to displace a Bargaining Unit Member with a comparable, or lower, final summative rating (as defined above) who holds the lowest position on the seniority list in the affected teaching field as a Bargaining Unit Member affected by the reduction in force. Any such election must be made within five (5) work days of the time when the Bargaining Unit Member is notified that he/she will be affected by a reduction in force. In the event a RIF takes place over the summer, a work day will be considered a day when the administration office is open. To displace a Bargaining Unit Member under this Section, the displacing Bargaining Unit Member must be qualified for the position and must possess a valid certification/license for the position at the time the Bargaining Unit Member is notified that he/she will be affected by a reduction in force. The Superintendent

shall determine, in his/her sole discretion, whether the displacing Bargaining Unit Member is qualified for the position. The displaced Bargaining Unit Member shall be placed on the recall list.

7. Notice of recall will be given by Certified Mail to the last address given to the Board by a Bargaining Unit Member. A copy of the notice of recall will be given to the Association. If a Bargaining Unit member fails to respond within ten (10) calendar days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.

8. A Bargaining Unit Member who is laid off will remain on the recall list for twenty-four (24) months after the effective date of his/her layoff unless he/she:

   a. waives his/her recall rights in writing;
   b. resigns;
   c. fails to accept recall to the position he/she held immediately prior to layoff or to a substantially equivalent position; or
   d. fails to report to work in a position that he/she has accepted within ten (10) calendar days after receipt of the notice of recall unless such employee is sick or injured and notifies the Board, in writing, unless physically impossible, that he/she is unable to report because of the aforementioned condition. Bargaining Unit Members unable to accept recall because of illness/injury will not be considered for recall until the Bargaining Unit Member recovers from such illness or injury and informs the Board in writing. At that time such Bargaining Unit Member(s) will be again placed on the recall list with the same seniority, less the previous time spent on layoff.

9. If the insurance carrier permits, while on layoff, a Bargaining Unit Member will have the option to remain an active participant in fringe benefit programs by contributing thereto the amount necessary to maintain such fringe benefits.

10. If a Bargaining Unit Member is offered a position working less time than the position which he or she previously held, the Bargaining Unit Member may refuse or accept such a position without loss of recall rights.

C. All benefits to which a Bargaining Unit Member was entitled at the time of his/her layoff, including unused accumulated sick leave and credits toward sabbatical eligibility will be restored to him/her upon return to active employment and he/she will be placed on the proper step of the salary schedule for his/her experience and education. A Bargaining Unit Member will not receive increment credits for the time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring continuing contract status.

D. No vacancy in a teaching position will be filled by the Board until the procedures set forth in the Article have been complied with. Bargaining Unit Members on the recall list

will be recalled to any remaining vacant position(s) for which they are qualified, as evidenced by a valid certificate/license on file with the Ohio Valley Educational Service Center at the time of recall. It is the responsibility of each Bargaining Unit Member to make certain any certificate/license is on file with the Ohio Valley Educational Service Center.

E. Nothing in this Article shall limit or impair the Board's authority to terminate a contract pursuant to O.R.C. 3319.11 and Article 23 of this Agreement.

F. If a Bargaining Unit Member remains on the payroll for payment for services already rendered, the Board will continue the Bargaining Unit Member's insurance fringe benefit coverage for that period of time, if allowed by the insurance carrier.

G. In the event that an Administrator needs to return to a Bargaining Unit position, a position held by a current Bargaining Unit Member shall not be taken by that returning administrator.

ARTICLE 26

FORMAL REPRIMAND OF BARGAINING UNIT MEMBER

A. A formal reprimand of any employee in the Bargaining Unit shall be in writing and shall include the cause/reason for the reprimand and the administrator's suggested remedy. No member of the Bargaining Unit shall be reprimanded without just cause. "Just cause," for the purpose of this Article, means gross inefficiency or immorality, willful and persistent violations of reasonable rules and regulations of the Board, or for other good cause.

B. Prior to issuing a formal reprimand a fact finding meeting will take place. The Bargaining Unit Member shall be informed prior to or at the beginning of the meeting that it is a fact finding meeting. Such meeting shall take place within 15 days after the administration receives knowledge of the incident or complaint. Any written reprimand concerning this incident or complaint shall be issued within 5 days of the fact-finding meeting.

C. A Bargaining Unit Member may have an Association representative of his/her choice in an interview with any supervisor, if the Bargaining Unit Member reasonably believes the interview will result in a formal written reprimand or formal disciplinary action. If the Bargaining Unit Member is unable to secure representation of his/her choice, such meeting shall not continue until the Bargaining Unit Member is given sufficient time to secure representation.

D. The Board agrees that no Bargaining Unit Member shall be reprimanded in the presence of, or in any communications with, any other Bargaining Unit Member (other than the Bargaining Unit Member's representative), students, or parents of students, or any noncertified employee or any member of the general public.

E. Bargaining Unit Members shall not reprimand any employee of the Board in the presence of any other Board employee, student, parent of students, or any members of the general public.

ARTICLE 27

EVALUATION

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

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

A. PURPOSE AND STRUCTURE

1. The purpose of Bargaining Unit Member evaluations is:

    a. To improve instruction
    b. To support educators and invest in their professional development

2. The evaluation process consists of the following:

    a. Bargaining Unit Member Performance

B. EVALUATION COMMITTEE

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

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

1. Committee Composition

    a. The committee shall be comprised of 8 Association Members appointed by the WLEA president/designee and up to 6 administration members appointed by the board or its designee. In addition, each party may appoint up to one ad-hoc non-voting member to assist and/or attend committee meetings.
    b. Committee members shall serve staggered terms of not more than 3 years.

c. An attempt shall be made to include committee members' representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the district.

2. Committee Operation

a. A committee member from the association and a committee member appointed by the board shall chair the committee jointly.
b. Members of the committee shall receive training in all aspects of OTES, the state adopted evaluation framework, the standards for the teaching profession, teacher of record, shared attribution, and teacher-student data linkage prior to service on the committee. Additionally, members of the committee shall receive training on the writing of student learning objectives (SLOs), value-added (including, but not limited to, ODE SGM trainings, teacher of record, shared attribution and teacher-student data linkage) prior to beginning their work, and any other training that may become necessary for the committee. (For example: when the district approves a new vendor assessment, all committee members and the bargaining unit shall be trained on the new system and SGM application). The cost, if any, shall be borne by the board.
c. The committee shall meet at least once per year.
d. One task of the committee shall be to determine those conditions that would likely have an adverse impact on student growth measures (SGM), such as threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments/transfers, implementation of Common Core State Standards, student attendance, job sharing, co-teaching, etc. The committee will make recommendations as to how these conditions could be addressed.
e. The co-chairpersons of the committee shall develop committee agendas jointly.
f. All decisions of the committee shall be achieved by consensus.
g. Members of the committee shall receive release time for committee work and training.
h. Minutes of meetings shall be distributed to committee members, association President, and district Superintendent within 5 days following meetings of the committee.

3. Compensation

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

4. Secretarial Support

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

5. Adoption and Revision of the Evaluation Policy

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

C. ORIENTATION

1. Not later than September 15 of each year or in the case of a new Bargaining Unit Member, within thirty (30) days of the first day worked, each Bargaining Unit Member, shall be notified in writing of the name and position of his or her evaluator and the Bargaining Unit Member's Student Growth Measure(s) (SGMs).

2. A Bargaining Unit Member, newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be with two (2) weeks of the first day in a new assignment.

D. EVALUATOR

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

E. BARGAINING UNIT MEMBER PERFORMANCE

1. Within the first sixty (60) calendar days of the adopted school-calendar year, a group conference shall be held between the evaluator and the members being evaluated to explain the evaluation process. Bargaining Unit Members that are employed during the course of the school-calendar year shall have their meeting within the first thirty (30) days following employment.

2. The evaluation process consists of the following cycles:

   a. First Cycle:

      1) Professional Growth Plan or Improvement Plan (Ohio Teacher Evaluation System Professional Growth Plan Document - Attachment _____)

      2) Evidence Gathering
         Walk-Through(s)
         Pre-Conference
         Formal Observation of at least 30 minutes

      3) Post-Conference occurring within 10 bargaining unit member work days after the formal observation (summation of all evaluation evidence)

   b. Second Cycle:

      1) Evidence Gathering
         Walk-Through(s)
         Optional Pre-Conference
         Formal Observation of at least 30 minutes

      2) Post-Conference occurring within 10 bargaining unit member work days after the formal observation (summation of all evaluation evidence)

3. Walkthroughs

   A walkthrough should last approximately 10-15 minutes. It is a formative assessment process that may gather evidence on any component of the Standards for Ohio Educators and rubrics approved for Bargaining Unit Member, evaluation. A bargaining unit member shall be provided documentation of any evidence gathered during any walkthrough within two school days of the walkthrough.

4. Unless mutually agreed upon by the evaluator and the Bargaining Unit Member:

   a. There shall be at least three (3) weeks between formal observations.
   b. Bargaining Unit Members, shall not receive a formal observation on a day before or after the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence of three (3) or more days.

c. Entry-level Bargaining Unit Members, shall not have a formal observation in the first six (6) weeks of employment.
d. The first cycle shall be completed by the end of the first semester.

5. The evaluations shall be completed not later than the first day of May, and the Bargaining Unit Member being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the fifth day of May.

6. If the Board has entered into a limited contract or extended limited contract with a Bargaining Unit Member pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a Bargaining Unit Member pursuant to division (B), (C) (3), (D), or (E) of that section.

7. After the first formal observation, notification of a formal observation for evaluation purposes shall be given no later than the beginning of the school day on which the observation will occur.

8. Bargaining Unit Members shall be provided with documentation of evidence of any formal observation evaluation report within five (5) days after the Post-Conference.

9. Bargaining Unit Members may be evaluated less than once annually, as set forth in Ohio Revised Code. The Evaluation Committee shall recommend policies and any revisions as needed.

10. A Bargaining Unit Member may request a formal observation at any time in addition to those required by this procedure, by either the same or a different evaluator mutually agreed upon by the Superintendent and the member.

11. If a formal observation disrupts the classroom learning environment, the Bargaining Unit Member may request a replacement formal observation.

12. The evaluator shall, upon request, provide the Bargaining Unit Member with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

13. Any evaluation timeline which cannot be met due to the closing of schools or unavailability of a necessary party due to circumstances beyond the control of that party (such as illness or family emergency) shall be extended by the number of days the parties were unavailable.

14. Criteria for Performance Assessment

a. Bargaining Unit Member performance assessments shall be based on evidence. Evidence includes that which is provided by the Bargaining Unit Member and that which is gathered in formal observations of the Bargaining Unit Member by the Bargaining Unit Member's assigned evaluator and the walkthroughs that are set forth in this agreement.

b. A Bargaining Unit Member may provide evidence to the credentialed evaluator, which must be taken into consideration by the evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples at the post observation conference.

c. No hearsay, unsubstantiated, misleading, inaccurate, untimely, or undocumented information may become part of a Bargaining Unit Member's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.

d. In implementing performance assessments, the district shall conduct all assessments so as to observe the legal and constitutional rights of teachers. All monitoring or observation of the work performance of a Bargaining Unit Member shall be conducted openly and with full knowledge of the Bargaining Unit Member. No Bargaining Unit Member performance information shall be collected by video or audio devices, unless the Bargaining Unit Member agrees. If it is collected electronically, a printed copy of the information will be provided to the Bargaining Unit Member upon request. The tools utilized to collect evidence will be selected from the Ohio Teacher Evaluation System Model and Resources or those developed locally.

F. PROFESSIONAL SUPPORT PLAN

1. The evaluator and Bargaining Unit Member may develop a written Professional Support Plan for area(s) in which the Bargaining Unit Member has opportunities for growth and such plan shall be provided to the Bargaining Unit Member. The plan may be initiated by either the evaluator or the Bargaining Unit Member. It will detail the desired level of performance, resources and assistance available, and timelines in which to accomplish the goal(s) set forth in the plan as well as provide ongoing administrative feedback. Agreed upon professional development and resources will be provided at the expense of the Board.

2. The administrator shall develop a professional support plan with the Bargaining Unit Member if requested by the Bargaining Unit Member.

G. PROFESSIONAL IMPROVEMENT PLANS

1. The Ohio Teacher Evaluation System 2.0 calls for an educator who has a Final Holistic Rating of Ineffective to be placed on a written Improvement Plan. However,

the Board has discretion to place any teacher on an Improvement Plan at any time based on any individual deficiency in the evaluation system.

2. When an administrator initiates an Improvement Plan, he/she must:
    a. Identify, in writing, the specific areas(s) for improvement, aligned to the Ohio Standards for the Teaching Profession;
    b. Specify, in writing, the level of performance the teacher is expected to reach and a reasonable timeframe to correct the deficiencies;
    c. Develop and implement a written plan for improvement that will be initiated immediately and include available resources and assistance;
    d. Determine additional education or professional development the teacher needs to improve in the identified area(s).
    e. Gather evidence of progress or lack of progress; and
    f. Reassess the educator's performance using multiple walkthroughs.

3. An evaluator must reassess the educator's performance in accordance with the written plan on at least a monthly basis.

4. The Board, as they see fit, shall provide for professional development to accelerate and continue Bargaining Unit Member growth and improvement and to provide support to poorly performing Bargaining Unit Member.

5. When the reassessment is completed, if the evaluator has documented an acceptable level of performance improvement, the teacher may transition to a Professional Growth Plan.

6. A Bargaining Unit Member coming from another school district or state shall not be placed on an Improvement Plan in his/her first year.

7. A first year Bargaining Unit Member shall not be placed on an Improvement Plan.

H. PROFESSIONAL GROWTH PLANS

1. The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

2. The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The Board should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial).

3. Bargaining Unit Members whose most recent Final Holistic Rating is Accomplished will Develop the Professional Growth Plan by himself/herself. Bargaining Unit Members whose most recent Final Holistic Rating is Skilled may develop the Professional Growth Plan with his/her evaluator. Bargaining Unit Members whose most recent Final Holistic Rating is Developing may be provided a Professional Growth Plan developed by his/her evaluator. Bargaining Unit Members whose most recent Final Holistic Rating is Ineffective will be placed on an Improvement Plan and will not complete a Professional Growth Plan

I. FINALIZATION OF EVALUATION

1. Each evaluation will result in an effectiveness rating for Bargaining Unit Members who meet the criteria for "teacher" (see Policy). The effectiveness rating is based solely on teacher performance according to the OTES 2.0 evaluation instrument.

2. Before the evaluation cycle is final, and not later than May 5, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator before May 1.

3. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated, as well as opportunities for refinement and reinforcement. The evaluator shall note evidence of all the data used to support the conclusions reached in the formal evaluation report. The Final Summative Report shall be signed by the evaluator, and be signed by the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.

4. The Bargaining Unit Member shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the Bargaining Unit Member's personnel file. A copy, signed by both parties, shall be provided to the Bargaining Unit Member.

5. The only Bargaining Unit Member evaluation information provided to the ODE by the district shall be found in O.R.C. 3319.111(G). The Evaluation Committee shall discuss the use of Ohio Evaluation System annually, and may explore other options for recording evaluation data.

J. DUE PROCESS

1. Bargaining Unit Members who disagree with the rating of performance and/or the summative evaluation rating shall be allowed to request a different credentialed evaluator for the following year; and such request shall be honored by the district to the greatest extent possible. In extreme cases, the Superintendent may assign a different evaluator.

2. A Bargaining Unit Member shall be entitled to have an Association Representative accompany them to any conference/meeting held during this procedure. The Bargaining Unit Member shall notify the evaluator prior to the conference/meeting.

3. If an employee believes the evaluator has violated the procedure established in this Article or that the evaluator's judgment or conclusion is arbitrary, capricious, or unreasonable, the employee may file a grievance as defined in Article II.

4. Failure by the district to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require continued employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

K. PERSONNEL ACTION REQUIREMENTS

1. The consideration of the student growth portion of the teacher evaluation must consist of a minimum of three consecutive years of SGM data for employment decisions. The SGM data must be gathered using a similar tool.

2. Seniority shall not be a basis for making retention and promotion decisions, except when making a decision between teachers who have comparable evaluations.

L. COMPARABLE EVALUATIONS

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

M. REMOVAL OF POORLY PERFORMING TEACHERS

The Board will comply with ORC 3319.58 in removing poorly-performing teachers. A "poorly-performing teacher" is a teacher who continues to receive an overall summative rating of ineffective after receiving an ineffective rating for a period of no less than two out of the last three years, and who takes the written examinations required pursuant to section 3319.58 of the Ohio Revised Code, and who completes a remediation and/or improvement plan during the subsequent school year.

ARTICLE 28

NON-RENEWAL OF LIMITED TEACHING CONTRACTS

A.

1. If the Superintendent intends to recommend the non-renewal of a limited teaching contract, the Bargaining Unit Member in question shall be given the reason(s) for such a recommendation at least two (2) work days prior to the Board taking action on the Bargaining Unit Member's contract. The Superintendent shall put the reason(s) for his recommendation in writing. The Bargaining Unit Member may be accompanied by a representative of his/her choice (but not someone who is a member of a union other than OEA/NEA) at the time the Superintendent submits the reason(s).

2. Prior to official Board action, Bargaining Unit Members whose limited teaching contracts are subject to renewal shall be notified in writing at least two (2) work days in advance of the date when the Board intends to act on the Superintendent's recommendation.

3. If the Board does not renew a limited teaching contract which has been recommended for renewal by the Superintendent, the Board shall give the Bargaining Unit Member the written reason(s) for such action in executive session and the Bargaining Unit Member may be accompanied by a representative of his/her choice, but not someone who is a member of a union other than OEA/NEA.

4. If the Bargaining Unit Member referred to in paragraph three (3) is not present at the Board meeting when official action is taken to nonrenew the limited teaching contract, the Bargaining Unit Member shall, upon request, be given the reason(s) for the Board's action in executive session not later than the next regular Board meeting. If the Bargaining Unit Member does not attend that meeting, there shall be no further requirement of the Board to state its reason(s).

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

C. Bargaining Unit Members on one-year limited contracts as provided in Article 20 (d) may be non-renewed without just cause. A Bargaining Unit Member whose contract is going to be non-renewed under this subsection shall receive written notice at least two (2) days prior to the Board taking action.

D. The limited contract of any Bargaining Unit Member may be terminated during its term for just cause as provided in O.R.C. 3319.16.

E. This article does not apply to nonrenewal of contracts for the purpose of achieving a reduction in force, as provided for in Article 25.

F. Supplemental contracts are exempt from the provisions of this Article.

G. When the Board determines that uncertainty regarding staffing needs in the district so requires, it may suspend the contracts of Bargaining Unit Members employed under either the first or second one (1) year limited contract rather than non-renewing such person's contract. A person suspended under this subsection shall be recalled if the Board and/or Superintendent determine that a vacancy exists for which the person is qualified. A Bargaining Unit Member suspended under this subsection shall have recall rights for 24 months. Nothing herein shall restrict the right of the Board to non-renew the contract of a Bargaining Unit Member employed under the first or second one (1)-year limited contract.

ARTICLE 29

WAIVER OF NEGOTIATIONS

A. The Board and the Association acknowledge that during negotiations resulting in this Contract, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this Contract was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association agree that neither party shall be obligated to bargain any subject or matter specifically referred to or covered in this Contract.

B. In the event that the Board is required to bargain changes in the wages, hours, or other terms and conditions of employment for the Bargaining Unit Members, the Board will give notice of such implementation to the Association. The Board, or if authorized by the WLEA Executive Committee, the Association may, within twenty (20) calendar days, submit a written demand to bargain the effects of the implementation of the wages, hours, or other terms and conditions of employment for members of the Bargaining Unit. If such demand is made, the parties will engage in good faith bargaining for a period of not less than thirty (30) calendar days or until resolution is reached, whichever occurs first. Bargaining shall be conducted by the interim bargaining council ("IBC") which shall consist of six (6) members; three (3) members appointed by the Board and three (3) members appointed by the Association.

C. If the bargaining teams have not reached agreement by the end of the thirty (30) day bargaining period, the parties will engage in mediation for a period of not less than an additional thirty (30) days or until resolution is reached, whichever occurs first. The mediator will be an agreed to member of the Federal Mediation and Conciliation Service. In the event the parties are unable to agree on a mediator, a mediator will be assigned by the Federal Mediation and Conciliation Service.

D. Any bargaining during the duration of this contract, except the bargaining for a successor contract, shall be through the IBC. A majority of the IBC shall be required for approval of an addendum to this contract.

E. If the parties have not reached agreement by the end of the mediation period, either the Board or the Association may, through their respective representatives on the IBC declare impasse. In the event of an impasse, the Board may implement its last position of changes in the wages, hours or other terms and conditions of employment as required. Adoption of the last position shall be an addendum to the contract.

ARTICLE 30

SENIORITY

A. DEFINITIONS

1. "Seniority" shall be defined as the total number of years or fractions thereof of a Bargaining Unit Member's total continuous service in the district.

2. "Continuous service" shall be continuous employment in a position that is a part of the bargaining unit.

B. COMPUTING SENIORITY

1. Seniority shall be computed from the Bargaining Unit Member's most recent date of continuous hire and shall begin to accrue as of his/her first day of actual service. If two or more Bargaining Unit Members have the same length of continuous service, then seniority shall be determined by lottery.

2. Seniority shall continue to accrue during the following:

   a. Absences while on an approved paid leave;
   b. Military Leave;
   c. A resignation or non-renewal where the Bargaining Unit Member is reemployed or reinstated and returns to work the following school year;
   d. Layoff;
   e. A dismissal for just cause in which the Bargaining Unit Member is reinstated.

3. Seniority shall be maintained, but shall not accrue during approved unpaid leaves of absence or employment by the Board in a position which is not in bargaining unit. For periods where seniority does not accrue, the seniority date of the employee will be adjusted accordingly.

4. Seniority shall be broken by the following:

   a. Retirement, except according to Article 40
   b. Resignation, except according to B.2.c
   c. Non-renewal, except according to B.2.c
   d. Discharge for just cause, except according to B.2.e

C. SENIORITY LIST

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

ARTICLE 31

BUILDING ACCESS

A. All Bargaining Unit Members shall be provided access to a key or keys which access the room(s) in which they work. These areas include classrooms, offices, workrooms, and other facilities in which the Bargaining Unit Member conducts business on a regular basis.

B. No Bargaining Unit Member shall be compelled to accept a key to any Board owned facility, nor by having such a key, shall any Bargaining Unit Member be required to work on any day which is not a contracted work day, nor beyond the number of hours in any day for which that Bargaining Unit Member is contracted to work.

ARTICLE 32

PART-TIME BARGAINING UNIT MEMBERS

A. Definition

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

B. Compensation

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

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

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

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

D. Working Conditions

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

A part-time Bargaining Unit Member shall have a total class load proportional to the amount of time he/she is employed. This prorated class load may be distributed in a way which best fits the particular situation but may not exceed the fraction of a full-time load for which the Bargaining Unit Member is employed without compensation as provided in Article 12 of the Agreement. Therefore, for example, a 1/5 time Bargaining Unit Member could be assigned a full class load 1 day out of every five, or 1/5 of a class load every day or any other combination which is mathematically equivalent to 1/5 of the fulltime student load. Part-time Bargaining Unit Members with class overloads shall be compensated according to the formulas in Article 12 (Class Size). When using the formulas for part-time employees the words "annual salary" shall be interpreted to mean the annual salary the Bargaining Unit Member would receive if he/she were a full-time employee.

E. Benefits

A part-time Bargaining Unit Member shall have his/her health insurance premium prorated in accordance with the percentage of time he/she is contracted to work. For example, the Board will pay one-half its premium payment for a half-time Bargaining

Unit Member and the Bargaining Unit member shall pay the remaining amount. Thus, if the Board pays 80% of the health insurance premium for a full-time employee, it will pay .5 x 80% or 40% of the premium for a half-time Bargaining Unit Member. Bargaining Unit Members employed by the Board during the 1993-94 school year shall be grandfathered in to this subsection.

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

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

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

Bereavement leave shall also be prorated in the same manner.

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

ARTICLE 33

HEALTH AND SAFETY PROVISIONS

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

B. When a complaint or concern has been communicated to the Administration, it will reply to the Bargaining Unit Member and/or Association in writing within 60 days, stating what action, if any, is to be taken to correct the violation.

C. Bargaining Unit Members will not be required to work in conditions deemed in violation of O.S.H.A. and/or E.P.A. regulations, or direct other employees to do so.

D. Reprisals for reporting unsafe conditions or for refusing to work in unsafe conditions are prohibited.

E. Bargaining Unit Members, with the exception of the School Nurse, shall not be required to dispense student medication or be custodians of student medication.

F. Bargaining Unit Members will be covered at 100% of the cost for job-related Hepatitis B vaccinations.

G. Bargaining Unit Members shall not be required to perform duties such as cleaning restrooms, cleaning up bodily fluids or other janitorial work.

ARTICLE 34

CRIMINAL RECORDS CHECK

A. In the event a person new to the district is employed by the Board before the results of a criminal records check have been received by the Board and the records check establishes that the person has a conviction that under Ohio's criminal records statute disqualifies him/her from employment, the person's employment will be void and automatically end without the necessity of action by the Board.

B. Candidates for employment are responsible for the costs associated with the initial required BCII/ and FBI background checks.

C. If the member chooses to have their fingerprints taken at the Board Office, the cost of BCII and/or FBI background checks required by the State of Ohio shall be paid by the Board.

ARTICLE 35

SPECIAL EDUCATION

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

A. Bargaining Unit Members involved with the delivery of education to a special needs student will be afforded the opportunity to participate in the preparation of an IEP Plan for that student. Each IEP team member has the right to give an opinion on what support services, devices, adaptations, aides, and resource materials are needed for a child with special needs to succeed.

B. If the placement of any student into a regular classroom setting significantly disrupts the education of the other students or the teacher has a reasonable basis to believe that a student's current IEP is not meeting the student's unique needs, he/she may request that the local district coordinator review the concern, identify needed action, if any, and/or reconvene the IEP team. The Bargaining Unit Member, however, must have already sought the assistance of his/her principal.

C. A list of special needs students by name, by grade, and by primary disabling condition/accommodations for each district building will be available to affected Bargaining Unit Members from the building principal or his/her designee at the start of the school year. Affected Bargaining Unit Members will be offered an orientation for disabling conditions.

D. Each year, the Board shall make available professional development for regular and special education teachers who are providing service to integrated, included, mainstreamed or resource room students.

E. No Bargaining Unit Member shall be required to perform any medical procedure that requires specialized skills. No regular education Bargaining Unit Member shall be required to perform individual hygiene procedures.

F. No Bargaining Unit Member shall be required to routinely administer medication. Bargaining Unit Members assigned a special needs student may be required to administer medication on an emergency basis. If the teacher voluntarily agrees to perform any such assistance, then he/she shall be considered to be acting in accordance with Board Policy.

G. Notwithstanding the provisions of subparagraphs E & F, a Bargaining Unit Member may perform such functions that are related to his/her area of certification to the extent allowed by federal and state law.

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

H. Bargaining Unit Members shall be given the opportunity to provide input into the hiring decision for aides that will be working in their classrooms. Bargaining Unit Members shall have input in the evaluation of an educational aide working in their classroom. Such input shall be taken into consideration by the administration in completing the aide's formal evaluation.

I. A Bargaining Unit Member shall have the opportunity to give input prior to application to the state for any waiver that affects him/her.

J. If a Bargaining Unit Member requests time to work on IEP's, ETR's, adapted testing, or related work due to extended testing, he/she may request up to two days professional leave. This leave shall be approved by the building administrator and will be taken in no less than half-day increments.

ARTICLE 36

INTERVIEWING AND HIRING

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

A. All formal interviews for new certified staff members shall be conducted by an Interview Team. It will be the responsibility of the Superintendent or designee to assemble Bargaining Unit Members for the Interview Team. This will provide the opportunity for the Interview Team to consist of administrators and a minimum of two (2) Bargaining Unit Members.

B. At the conclusion of each set of interviews, the Interview Team shall make its recommendations for hiring based upon the interview process.

C. This article excludes interviewing for Superintendent or Treasurer and is recommended but optional for other administrative positions.

ARTICLE 37

EXTRACURRICULAR ACTIVITY ADMISSION

A. Bargaining Unit Members will be admitted free of charge to all extracurricular events held in the Warren Local School District with an optional "plus one" ticket. This includes, but is not limited to, athletic competitions, concerts, plays, art shows and academic competitions. This article is to apply to all events at which the admission price goes into any Board fund to be utilized within the Warren Local School District by any party affiliated with the Board.

B. Excluded from this provision are events which are held in Board owned facilities but at which the price of admission is collected by an agency which is not the Board, any athletic or parent booster group, or any school sponsored club or group. This exception is meant to apply only to activities such as regional or state competitions at which an outside agent receives the profits, or to situations where the Board has rented or leased its facilities to an outside agent.

ARTICLE 38

COMPLAINTS AGAINST BARGAINING UNIT MEMBERS

The following procedures are to ensure that a citizen's complaint is given respectful attention, that the integrity of the educational program is upheld and that the bargaining unit member's rights are protected. Complaints about bargaining unit members will be investigated fully and fairly; however, before any such complaint is investigated, it must be submitted in writing and

signed. Bargaining Unit Members shall receive a copy of any written complaint. Charges or complaints that are made anonymously shall be disregarded.

A. The matter must initially be addressed to the concerned staff member who shall discuss it promptly with the complainant and attempt to resolve the complaint by providing a reasoned explanation or taking appropriate action within his/her authority and District administrative guidelines. If appropriate, the staff member shall report the matter and whatever action he/she may have taken to his/her immediate supervisor.

B. If accusations are made to any administrator against any teacher, it is the responsibility of the administration to inform the teacher and, if warranted, to investigate such charges. If accusations are made directly to a member(s) of the Board of Education, it will be referred to the school administration and addressed as above.

C. If the complaint is not resolved at Step B, it shall be discussed by the complainant with the staff member's principal. Either the complainant, the staff member, or the administrator may request a meeting of all parties involved.

D. If a satisfactory solution is not achieved by discussion with the principal, the Superintendent will attempt to resolve the complaint by meeting with the complainant.

E. Should the matter still not be resolved the complainant shall request, in writing, a meeting by the Board. The Board, after reviewing all material relating to the case, shall grant a hearing before the Board in Executive Session.

F. At each level of these meetings, the teacher may be accompanied by legal counsel and/or representation of his/her choosing.

G. These procedural steps shall not be required when an accusation is made in accordance with ORC 2151.421 requiring the reporting of injury and neglect of children nor in the case of an official investigation, nor in the case of complaints related to Title IX or student safety. However, the teacher shall be notified of the complaint unless the district is directed otherwise by an outside agency.

ARTICLE 39

EMPLOYMENT OF PREVIOUSLY RETIRED PROFESSIONAL STAFF MEMBERS

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

A. Any current Bargaining Unit Member eligible to retire under STRS and wishing to continue teaching in their same position as a rehired retiree may do so by written notification to the Superintendent prior to March 1.

B. For purposes of transfer, involuntary transfer, reassignment or a reduction in force, the upcoming retired/rehired Bargaining Unit Member's seniority will remain in effect through the first work day of the following school year.

C. PRTS shall be placed on the Bargaining Unit Member's salary schedule at their academic training level at step 0 and advance in typical fashion from step to step based upon years of service as a reemployed retiree.

PRTS rehired after January 1, 2026 shall be placed on the Bargaining Unit Member's salary schedule at their academic training level at step 5 and advance in typical fashion from step to step based upon years of service as a reemployed retiree.

D. PRTS shall receive a two-year limited contract of employment. Such contract shall automatically terminate at the end of the contract without further action, notice or procedure by the board. Continued employment beyond the initial two-year limited contract shall be solely at the discretion of the Board. Any subsequent contracts issued to the PRT shall be one-year limited contracts which shall also automatically terminate at the end of each contract. A PRT shall be ineligible for a continuing contract of employment.

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

F. PRT's shall be eligible for supplemental contracts at the sole discretion of the Board.

G. PRTS shall receive all benefits and leaves provided by this Master Agreement with the following exceptions. PRT's shall be ineligible for sabbatical leave and for tuition reimbursement. In no event shall leave taken by a PRT extend beyond the end of the PRT's current contract. The PRT shall be responsible for the entire employee share of STRS contributions. PRT's shall be ineligible for severance pay, buyouts or separation incentives from the district.

H. PRT's shall maintain seniority for purposes of reduction in force (RIF) only.

I. PRT's shall not be eligible to participate in the Board's insurance programs unless they are ineligible to participate in the applicable retirement system insurance programs. If PRT's are ineligible for the applicable retirement system insurance programs, then they may participate in the Board's insurance programs in the same manner as other Bargaining Unit Members.

J. The parties intend for the provision of this section to supersede, to the maximum extent permitted by law, all sections of the Ohio Revised Code that may be in conflict with this section. This shall include, but not be limited to, Ohio Revised Code Sections 124.39(b), 3319.11, 3319.111, 3319.16 and 3319.17.

ARTICLE 40

LABOR MANAGEMENT COMMITTEE

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

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

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

ARTICLE 41

ENTIRE AGREEMENT CLAUSE

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

ARTICLE 42
DURATION OF CONTRACT

This contract shall become effective 12:01 A.M. June 30, 2025, and shall expire at midnight June 30, 2028.

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

For the Board:

President

Vice President/Member

For the Association:

8/18/25

8/18/25

APPENDIX A
Warren Local School District
Certified Salary Schedule 2025-2026

Bachelors			Bachelors 150			Masters			Masters + 15			Masters + 30		
Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary
0	1.00	41,173	0	1.04	42,820	0	1.10	45,290	0	1.15	47,349	0	1.30	53,525
1	1.04	42,820	1	1.09	44,879	1	1.15	47,349	1	1.20	49,408	1	1.35	55,584
2	1.08	44,467	2	1.13	46,525	2	1.20	49,408	2	1.25	51,466	2	1.40	57,642
3	1.12	46,114	3	1.18	48,584	3	1.25	51,466	3	1.30	53,525	3	1.45	59,701
4	1.16	47,761	4	1.22	50,231	4	1.30	53,525	4	1.35	55,584	4	1.50	61,760
5	1.20	49,408	5	1.27	52,290	5	1.35	55,584	5	1.40	57,642	5	1.55	63,818
6	1.24	51,055	6	1.31	53,937	6	1.40	57,642	6	1.45	59,701	6	1.60	65,877
7	1.28	52,701	7	1.36	55,995	7	1.45	59,701	7	1.50	61,760	7	1.65	67,935
8	1.32	54,348	8	1.40	57,642	8	1.50	61,760	8	1.55	63,818	8	1.70	69,994
9	1.36	55,995	9	1.45	59,701	9	1.55	63,818	9	1.60	65,877	9	1.75	72,053
10	1.40	57,642	10	1.49	61,348	10	1.60	65,877	10	1.65	67,935	10	1.80	74,111
11	1.44	59,289	11	1.54	63,406	11	1.65	67,935	11	1.70	69,994	11	1.85	76,170
12	1.44	59,289	12	1.54	63,406	12	1.70	69,994	12	1.75	72,053	12	1.90	78,229
13	1.44	59,289	13	1.54	63,406	13	1.70	69,994	13	1.75	72,053	13	1.90	78,229
14	1.48	60,936	14	1.58	65,053	14	1.74	71,641	14	1.80	74,111	14	1.95	80,287
15	1.48	60,936	15	1.58	65,053	15	1.74	71,641	15	1.80	74,111	15	1.95	80,287
16	1.48	60,936	16	1.58	65,053	16	1.74	71,641	16	1.80	74,111	16	1.95	80,287
17	1.48	60,936	17	1.58	65,053	17	1.74	71,641	17	1.80	74,111	17	1.95	80,287
18	1.48	60,936	18	1.58	65,053	18	1.74	71,641	18	1.80	74,111	18	1.95	80,287
19	1.48	60,936	19	1.58	65,053	19	1.74	71,641	19	1.80	74,111	19	1.95	80,287
20	1.50	61,760	20	1.61	66,289	20	1.77	72,876	20	1.83	75,347	20	1.98	81,523
21	1.50	61,760	21	1.61	66,289	21	1.77	72,876	21	1.83	75,347	21	1.98	81,523
22	1.50	61,760	22	1.61	66,289	22	1.77	72,876	22	1.83	75,347	22	1.98	81,523
23	1.50	61,760	23	1.61	66,289	23	1.77	72,876	23	1.83	75,347	23	1.98	81,523
24	1.53	62,995	24	1.64	67,524	24	1.80	74,111	24	1.86	76,582	24	2.02	83,169
25	1.53	62,995	25	1.64	67,524	25	1.80	74,111	25	1.86	76,582	25	2.02	83,169
26	1.53	62,995	26	1.64	67,524	26	1.80	74,111	26	1.86	76,582	26	2.02	83,169
27	1.57	64,642	27	1.67	68,759	27	1.83	75,347	27	1.88	77,405	27	2.04	83,993
28	1.57	64,642	28	1.67	68,759	28	1.83	75,347	28	1.88	77,405	28	2.04	83,993
29	1.57	64,642	29	1.67	68,759	29	1.83	75,347	29	1.88	77,405	29	2.04	83,993
30	1.57	64,642	30	1.67	68,759	30	1.83	75,347	30	1.88	77,405	30	2.04	83,993
31	1.57	64,642	31	1.67	68,759	31	1.83	75,347	31	1.88	77,405	31	2.04	83,993
32	1.61	66,289	32	1.70	69,994	32	1.86	76,582	32	1.92	79,052	32	2.08	85,640
33	1.61	66,289	33	1.70	69,994	33	1.86	76,582	33	1.92	79,052	33	2.08	85,640
34	1.61	66,289	34	1.70	69,994	34	1.86	76,582	34	1.92	79,052	34	2.08	85,640
35	1.61	66,289	35	1.70	69,994	35	1.86	76,582	35	1.92	79,052	35	2.08	85,640
36	1.61	66,289	36	1.70	69,994	36	1.86	76,582	36	1.92	79,052	36	2.08	85,640
37	1.61	66,289	37	1.70	69,994	37	1.86	76,582	37	1.92	79,052	37	2.08	85,640
38	1.61	66,289	38	1.70	69,994	38	1.86	76,582	38	1.92	79,052	38	2.08	85,640
39	1.61	66,289	39	1.70	69,994	39	1.86	76,582	39	1.92	79,052	39	2.08	85,640
40	1.61	66,289	40	1.70	69,994	40	1.86	76,582	40	1.92	79,052	40	2.08	85,640

APPENDIX B
Warren Local School District
Certified Salary Schedule 2026-2027

Bachelors			Bachelors 150			Masters			Masters + 15			Masters + 30		
Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary
0	1.00	41,996	0	1.04	43,676	0	1.10	46,196	0	1.15	48,295	0	1.30	54,595
1	1.04	43,676	1	1.09	45,776	1	1.15	48,295	1	1.20	50,395	1	1.35	56,695
2	1.08	45,356	2	1.13	47,455	2	1.20	50,395	2	1.25	52,495	2	1.40	58,794
3	1.12	47,036	3	1.18	49,555	3	1.25	52,495	3	1.30	54,595	3	1.45	60,894
4	1.16	48,715	4	1.22	51,235	4	1.30	54,595	4	1.35	56,695	4	1.50	62,994
5	1.20	50,395	5	1.27	53,335	5	1.35	56,695	5	1.40	58,794	5	1.55	65,094
6	1.24	52,075	6	1.31	55,015	6	1.40	58,794	6	1.45	60,894	6	1.60	67,194
7	1.28	53,755	7	1.36	57,115	7	1.45	60,894	7	1.50	62,994	7	1.65	69,293
8	1.32	55,435	8	1.40	58,794	8	1.50	62,994	8	1.55	65,094	8	1.70	71,393
9	1.36	57,115	9	1.45	60,894	9	1.55	65,094	9	1.60	67,194	9	1.75	73,493
10	1.40	58,794	10	1.49	62,574	10	1.60	67,194	10	1.65	69,293	10	1.80	75,593
11	1.44	60,474	11	1.54	64,674	11	1.65	69,293	11	1.70	71,393	11	1.85	77,693
12	1.44	60,474	12	1.54	64,674	12	1.70	71,393	12	1.75	73,493	12	1.90	79,792
13	1.44	60,474	13	1.54	64,674	13	1.70	71,393	13	1.75	73,493	13	1.90	79,792
14	1.48	62,154	14	1.58	66,354	14	1.74	73,073	14	1.80	75,593	14	1.95	81,892
15	1.48	62,154	15	1.58	66,354	15	1.74	73,073	15	1.80	75,593	15	1.95	81,892
16	1.48	62,154	16	1.58	66,354	16	1.74	73,073	16	1.80	75,593	16	1.95	81,892
17	1.48	62,154	17	1.58	66,354	17	1.74	73,073	17	1.80	75,593	17	1.95	81,892
18	1.48	62,154	18	1.58	66,354	18	1.74	73,073	18	1.80	75,593	18	1.95	81,892
19	1.48	62,154	19	1.58	66,354	19	1.74	73,073	19	1.80	75,593	19	1.95	81,892
20	1.50	62,994	20	1.61	67,614	20	1.77	74,333	20	1.83	76,853	20	1.98	83,152
21	1.50	62,994	21	1.61	67,614	21	1.77	74,333	21	1.83	76,853	21	1.98	83,152
22	1.50	62,994	22	1.61	67,614	22	1.77	74,333	22	1.83	76,853	22	1.98	83,152
23	1.50	62,994	23	1.61	67,614	23	1.77	74,333	23	1.83	76,853	23	1.98	83,152
24	1.53	64,254	24	1.64	68,873	24	1.80	75,593	24	1.86	78,113	24	2.02	84,832
25	1.53	64,254	25	1.64	68,873	25	1.80	75,593	25	1.86	78,113	25	2.02	84,832
26	1.53	64,254	26	1.64	68,873	26	1.80	75,593	26	1.86	78,113	26	2.02	84,832
27	1.57	65,934	27	1.67	70,133	27	1.83	76,853	27	1.88	78,952	27	2.04	85,672
28	1.57	65,934	28	1.67	70,133	28	1.83	76,853	28	1.88	78,952	28	2.04	85,672
29	1.57	65,934	29	1.67	70,133	29	1.83	76,853	29	1.88	78,952	29	2.04	85,672
30	1.57	65,934	30	1.67	70,133	30	1.83	76,853	30	1.88	78,952	30	2.04	85,672
31	1.57	65,934	31	1.67	70,133	31	1.83	76,853	31	1.88	78,952	31	2.04	85,672
32	1.61	67,614	32	1.70	71,393	32	1.86	78,113	32	1.92	80,632	32	2.08	87,352
33	1.61	67,614	33	1.70	71,393	33	1.86	78,113	33	1.92	80,632	33	2.08	87,352
34	1.61	67,614	34	1.70	71,393	34	1.86	78,113	34	1.92	80,632	34	2.08	87,352
35	1.61	67,614	35	1.70	71,393	35	1.86	78,113	35	1.92	80,632	35	2.08	87,352
36	1.61	67,614	36	1.70	71,393	36	1.86	78,113	36	1.92	80,632	36	2.08	87,352
37	1.61	67,614	37	1.70	71,393	37	1.86	78,113	37	1.92	80,632	37	2.08	87,352
38	1.61	67,614	38	1.70	71,393	38	1.86	78,113	38	1.92	80,632	38	2.08	87,352
39	1.61	67,614	39	1.70	71,393	39	1.86	78,113	39	1.92	80,632	39	2.08	87,352
40	1.61	67,614	40	1.70	71,393	40	1.86	78,113	40	1.92	80,632	40	2.08	87,352

APPENDIX C
Warren Local School District
Certified Salary Schedule 2027-2028

	Bachelors		Bachelors 150			Masters			Masters + 15			Masters + 30		
Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary
0	1.00	42,836	0	1.04	44,549	0	1.10	47,120	0	1.15	49,261	0	1.30	55,687
1	1.04	44,549	1	1.09	46,691	1	1.15	49,261	1	1.20	51,403	1	1.35	57,829
2	1.08	46,263	2	1.13	48,405	2	1.20	51,403	2	1.25	53,545	2	1.40	59,970
3	1.12	47,976	3	1.18	50,546	3	1.25	53,545	3	1.30	55,687	3	1.45	62,112
4	1.16	49,690	4	1.22	52,260	4	1.30	55,687	4	1.35	57,829	4	1.50	64,254
5	1.20	51,403	5	1.27	54,402	5	1.35	57,829	5	1.40	59,970	5	1.55	66,396
6	1.24	53,117	6	1.31	56,115	6	1.40	59,970	6	1.45	62,112	6	1.60	68,538
7	1.28	54,830	7	1.36	58,257	7	1.45	62,112	7	1.50	64,254	7	1.65	70,679
8	1.32	56,544	8	1.40	59,970	8	1.50	64,254	8	1.55	66,396	8	1.70	72,821
9	1.36	58,257	9	1.45	62,112	9	1.55	66,396	9	1.60	68,538	9	1.75	74,963
10	1.40	59,970	10	1.49	63,826	10	1.60	68,538	10	1.65	70,679	10	1.80	77,105
11	1.44	61,684	11	1.54	65,967	11	1.65	70,679	11	1.70	72,821	11	1.85	79,247
12	1.44	61,684	12	1.54	65,967	12	1.70	72,821	12	1.75	74,963	12	1.90	81,388
13	1.44	61,684	13	1.54	65,967	13	1.70	72,821	13	1.75	74,963	13	1.90	81,388
14	1.48	63,397	14	1.58	67,681	14	1.74	74,535	14	1.80	77,105	14	1.95	83,530
15	1.48	63,397	15	1.58	67,681	15	1.74	74,535	15	1.80	77,105	15	1.95	83,530
16	1.48	63,397	16	1.58	67,681	16	1.74	74,535	16	1.80	77,105	16	1.95	83,530
17	1.48	63,397	17	1.58	67,681	17	1.74	74,535	17	1.80	77,105	17	1.95	83,530
18	1.48	63,397	18	1.58	67,681	18	1.74	74,535	18	1.80	77,105	18	1.95	83,530
19	1.48	63,397	19	1.58	67,681	19	1.74	74,535	19	1.80	77,105	19	1.95	83,530
20	1.50	64,254	20	1.61	68,966	20	1.77	75,820	20	1.83	78,390	20	1.98	84,815
21	1.50	64,254	21	1.61	68,966	21	1.77	75,820	21	1.83	78,390	21	1.98	84,815
22	1.50	64,254	22	1.61	68,966	22	1.77	75,820	22	1.83	78,390	22	1.98	84,815
23	1.50	64,254	23	1.61	68,966	23	1.77	75,820	23	1.83	78,390	23	1.98	84,815
24	1.53	65,539	24	1.64	70,251	24	1.80	77,105	24	1.86	79,675	24	2.02	86,529
25	1.53	65,539	25	1.64	70,251	25	1.80	77,105	25	1.86	79,675	25	2.02	86,529
26	1.53	65,539	26	1.64	70,251	26	1.80	77,105	26	1.86	79,675	26	2.02	86,529
27	1.57	67,253	27	1.67	71,536	27	1.83	78,390	27	1.88	80,532	27	2.04	87,385
28	1.57	67,253	28	1.67	71,536	28	1.83	78,390	28	1.88	80,532	28	2.04	87,385
29	1.57	67,253	29	1.67	71,536	29	1.83	78,390	29	1.88	80,532	29	2.04	87,385
30	1.57	67,253	30	1.67	71,536	30	1.83	78,390	30	1.88	80,532	30	2.04	87,385
31	1.57	67,253	31	1.67	71,536	31	1.83	78,390	31	1.88	80,532	31	2.04	87,385
32	1.61	68,966	32	1.70	72,821	32	1.86	79,675	32	1.92	82,245	32	2.08	89,099
33	1.61	68,966	33	1.70	72,821	33	1.86	79,675	33	1.92	82,245	33	2.08	89,099
34	1.61	68,966	34	1.70	72,821	34	1.86	79,675	34	1.92	82,245	34	2.08	89,099
35	1.61	68,966	35	1.70	72,821	35	1.86	79,675	35	1.92	82,245	35	2.08	89,099
36	1.61	68,966	36	1.70	72,821	36	1.86	79,675	36	1.92	82,245	36	2.08	89,099
37	1.61	68,966	37	1.70	72,821	37	1.86	79,675	37	1.92	82,245	37	2.08	89,099
38	1.61	68,966	38	1.70	72,821	38	1.86	79,675	38	1.92	82,245	38	2.08	89,099
39	1.61	68,966	39	1.70	72,821	39	1.86	79,675	39	1.92	82,245	39	2.08	89,099
40	1.61	68,966	40	1.70	72,821	40	1.86	79,675	40	1.92	82,245	40	2.08	89,099

APPENDIX D

Grievance # _____ Distribution:

1. Superintendent
2. Immediate Supervisor
3. Association
4. Grievant

Building: _____ Assignment: _____

Name: _____ Date Filed: _____

Date of Informal Level: _____ Date of Response: _____

Level 1-Formal

A. Date(s) Grievance Occurred: _____

B. Statement of Grievance:

C. Relief Sought:

Signature _____ Date _____

Disposition by Supervisor:

Signature _____ Date _____

Level 2-Formal (Superintendent)

Position of Grievant:

Date received by Superintendent or Designee:

Signature _____ **Date** _____

Disposition by Superintendent:

Signature _____ **Date** _____

Level 3-Formal (Arbitration)

Position of Grievant and Association:

Signature _____ **Date** _____

Date received for submission to arbitration:

Disposition and Award of Arbitrator: