Tue, 12/16/2025 11:34:59 AM SERB

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25-MED-02-0103
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MASTER CONTRACT

between the

Whitehall City School District Board of Education

and the

Whitehall Education Association*

2025 - 2028

*Affiliated with the Ohio Education Association/National Education Association

July 1, 2025 - June 30, 2028

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CHAPTER ONE

101 PREAMBLE/DEFINITIONS

101o01 Purpose

It is the purpose of this Agreement to establish an orderly procedure to govern the collective bargaining relationship between the Whitehall City Board of Education and the Whitehall Education Association and to promote resolution of issues of concern pertaining to this relationship in accord with this Agreement.

101o02 Definition of Terms

1. Board: shall mean Whitehall City Board of Education.
2. Association: shall mean the Whitehall Education Association.
3. Bargaining Unit: all of those employees in the District specified in Article 102.02.
4. Superintendent: shall mean the Superintendent of Whitehall City Schools.
5. Teacher: shall mean any bargaining unit member.
6. NEA: shall mean the National Education Association.
7. OEA: shall mean the Ohio Education Association
8. Days: shall mean calendar days unless otherwise indicated.

102 RECOGNITION

102.01

The Whitehall Board of Education, hereinafter referred to as the Board, recognizes the Whitehall Education Association/OEA/NEA hereinafter referred to as the Association, as the sole and exclusive bargaining representative for the purposes of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised Code.

102.02

The bargaining unit shall include all professional, non-supervisory full-time and part-time personnel under contract performing any work currently performed by bargaining unit members, as well as future work of a similar nature. Examples of bargaining unit positions are: classroom teacher, tutor, counselor, nurse, and other special programs. The Board may hire teachers who will not be members of the bargaining unit on a per period basis up to two (2) periods per day.

A. The instructional preparation for and teaching of courses offered through the CCP program shall be deemed bargaining unit work and shall be offered to bargaining unit members in accordance with the vacancy/posting/teacher selection (citation) provisions of this Agreement. If no bargaining unit member is properly credentialed to teach the course and/or no bargaining unit member chooses to participate in the CCP program or the student(s) choose to participate in the CCP off campus, the Board may arrange for such courses to be taught by non-bargaining unit members. Prior to offering in-District positions outside of the bargaining unit, the Board must first seek volunteers who would be willing to become properly credentialed.

102.03

The bargaining unit shall exclude the Superintendent, Deputy Superintendent, Principals, Psychologists, Athletic Director, and other administrative or supervisory personnel. "Other administrative or supervisory personnel" shall include any credentialed or professional employee having the authority to responsibly direct other credentialed or professional employees and the authority to hire, transfer, assign, promote, discharge and discipline other certificated or professional employees or to responsibly recommend such action.

A. Hereinafter, employee(s) in the defined unit shall be referred to as bargaining unit member(s), employee(s) or teacher(s).

B. Full-time employees shall be those who work five (5) hours per day or more and are contracted to work a minimum of 120 days or more in a work year.

C. Part-time employees shall be those who work less than five (5) hours per day and who work less than 120 days in a work year.

D. All employees of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of the Contract unless otherwise specified.

102.04

The Athletic Trainer shall be a bargaining unit member; however, this is a part-time position with a calendar and work day that may be different from other bargaining unit members.

103 FORMS

103.01

New administrative forms to be used as required by a written provision of the Master Contract shall be mutually developed by the Board and Association. The development of the forms may include discussion between the Board and the Association of the procedures for the use of such forms, but the mutual development of the forms shall not include mutual development of the procedure for the use of such forms.

103.02

A. The goal of mutually developing forms is to provide for a mutually acceptable form within a reasonable period of time. In the event mutual acceptance of a form or part of a form does not occur, the Board shall be free to utilize those parts of the form which were mutually acceptable and/or its preferred form as long as the finalized form does not violate any written provisions of the Master Contract.

B. Utilization of the Board's preferred form, which in its effect is alleged to violate a provision of the Master Contract, shall be subject to the grievance procedure.

C. Modification to Existing Forms

1. Changes in current forms applicable to provisions of the Master Contract shall be subject to pre-notification of the Association prior to use of such forms. If within five days after such notification the Association objects to the change, the changed from shall not be used unless changes are made by mutual development as per section 103.01 and 103.02A and subject to 103.02B.

2. If no objection is received within ten (10) days, the change shall be considered acceptable.

3. Reasonable efforts will be made to provide the Association President with copies of forms applicable to a written provision of the Master Contract. Any provision(s) of said form(s) subsequent to the effective date of the Agreement will be identified by date and added to the appendix of the subsequent contract.

D. Current forms as adopted and agreed to are to appear in the appendix of this Contract.

104 RIGHTS OF THE PARTIES

104.01 Board

A. The Board, unless specifically stated otherwise in this Agreement, shall have the exclusive managerial rights provided for in Section 4117.08(c) (1) through (9) of the Ohio Revised Code and any other enabling provision of the Ohio Revised Code. The Board's exercise of its

managerial and/or policy making authority shall not be the subject of collective bargaining by and between the Board and the Association except as the exercise of its rights affects wages, hours, terms, and conditions of employment, and the continuation, modification, or deletion of an existing provision of this agreement.

104.02 WEA has the Right:

A. To use school mailboxes, e-mail, and staff room bulletin boards for organization communications;

B. To have the opportunity to announce building membership meetings and discuss matters under consideration at regularly scheduled faculty meetings;

C. To use school facilities (when not otherwise used for educational purposes) for legitimate WEA activities;

D. To have access to members of the bargaining unit at their place of assignment, provided such access does not interfere with the contractual duties of any employee of the Whitehall City Schools;

E. Members of the Association Executive Committee and its committees may be permitted to leave their assigned school building after their pupils' departure in the afternoon in order to attend scheduled meetings of the Association provided such scheduled meetings do not interfere with the regular school responsibilities of such Association members. Such departure shall occur no more than two times per month, and the committee member(s) shall notify the building principal that they are leaving and the meeting that they will be attending. These requirements will apply whether or not the meeting is in that member's building or another.

F. To have a maximum of five (5) days professional leave each school year granted from the Board for the purpose of sending association officers/delegates to district, state, or national association meetings. For any such leave days, the Board shall not pay the expense of such officers/delegates. The Board shall not be reimbursed for the cost of any substitute hired to assume the regularly scheduled duties of the association officers/delegates attending the district, state or national association meetings.

G. Upon request by the Association, the Association shall be given the names and addresses of new employees following Board approval of their contracts.

H. Unit members, as authorized by the superintendent, may negotiate during the school day and suffer no loss of pay.

I. The Association President and Vice President shall receive one copy each of the Board member meeting agenda, together with copies of items submitted to Board members for actions, but excluding informational communications and privileged communications.

105 NEGOTIATIONS PROCEDURES

105.01 Initiating Negotiations Guidelines

A. It would be the intention of the Board and Association to utilize Interest-Based Bargaining (as defined by FMCS) to conduct negotiations in the district.

B. Bargaining teams shall be organized and empowered with the same authority as described in Section 105.02, except that the teams shall be limited to members of the bargaining unit, the Board and the Administration. Outside agents will not be members of the bargaining teams.

C. Interest-Based Bargaining is dependent upon the appropriate and timely exchange of financial information and limiting the number of items to negotiate. Every effort will be made to limit the number of negotiation items to twenty (20).

D. The time frames under Interest-Based Bargaining may be mutually developed by the parties but may not be less than the minimum time frames as stated in 105.02 of this article. This schedule is intended to give adequate time for review of information and to give both teams reassurance that the procedure holds the potential to bring resolution to the issues. If either the Board or the Association determines, after reviewing the proposals initially exchanged, that Interest-Based Bargaining would be unsatisfactory, negotiations shall commence in accordance with the Negotiations Procedures as per 105.02 of this article.

After the initiation of actual discussions by and between the Board and the Association, Interest-Based Bargaining shall remain the exclusive method for negotiating the new agreement until either an agreement is reached or impasse declared.

105.02 Negotiations Procedures

A. Each party shall designate a negotiations team of up to six persons. All negotiations shall be conducted between said teams.

B. Bargaining teams shall be empowered to make proposals and counterproposals, to consider proposals and counterproposals, and to indicate tentative agreement on behalf of the parties. When tentative agreement is reached on each issue, it shall be reduced to writing and initialed by each of the parties.

C. Negotiations shall be conducted in good faith. Good faith shall be defined to include adherence to these procedures and a willingness to react to the other party's proposals. This shall mean that if a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith does not require either party to agree to a proposal or make a concession.

D. Notification of Intent to Negotiate

1. No earlier than 150 and no later than 120 days prior to expiration of the existing agreement either party may notify the other of a desire to commence negotiations for a successor agreement. Such notice shall be in writing and directed to the Superintendent, if from the Association and to the Association president if from the district. Accompanying the notice shall be a list of items proposed for negotiations. The other party will respond within ten (10) days ofreceipt of the request for a meeting accompanied by that party's list of items proposed for negotiations.

2. It is the responsibility of each party to submit appropriate notices to SERB pertaining to initiation of the negotiations procedure.

E. Both parties shall meet and exchange initial proposals not less than 100 days prior to expiration of the existing agreement. No additional proposals shall be added to the agenda after the first meeting unless mutually agreed to by the parties.

F. The second meeting shall be held no later than ninety (90) days prior to expiration of the agreement unless mutually agreed otherwise.

G. Negotiations meetings shall be scheduled so as not to interfere with the contractual duties of members of the bargaining unit except as indicated in 104.02 H. Meetings shall be held in executive session unless otherwise mutually agreed.

H. The parties may appoint joint *ad hoc* study committees to research and study proposals, and to make recommendations on matters under consideration. The committee shall report all findings to both parties. Any cost will be mutually shared.

I. Each party shall have the right to recess its group for independent caucus at any time for a period of thirty (30) minutes or as the parties otherwise mutually agree. Either party may call upon professional and lay consultants to assist in negotiations and may use its consultants in the manner it deems necessary. Each party agrees to pay for the services of consultants which it obtains.

J. Both parties agree not to release information concerning negotiations to persons or groups not immediately concerned in negotiations without mutual consent.

K. The Board will provide the final typed copies of mutually agreed upon items.

L. The Board and the WEA will share equally the cost of providing printed contracts to all parties in the bargaining unit, the Board and the administration.

M. The parties agree to furnish upon written request and in a reasonable time, available information concerning the financial status of the district and such other routinely available information as will assist the parties in the development and evaluation of proposals.

N. Time frames of this article may be altered by mutual agreement of the parties.

O. Those sections in existing agreement which are not proposed to be changed by either party shall become part of the next agreement.

105.03 Agreement

A. Individual proposals tentatively agreed to during the bargaining process will be initialed by the appropriate representative (e.g. chief spokesperson). Such tentative agreements shall be subject to final approval of the parties as per 105.02.

B. When final tentative agreement is reached between the teams, it shall be submitted to the Board and Association for approval. Both parties agree to act on approval at the next regular or special meeting provided the Board shall not act prior to the action by the WEA. Following approval by both parties, the agreement shall be signed by both parties.

105.04 Disagreement

A. Mediation

1. Either party may request the use of mediation at any time during the negotiations period in an effort to reach an acceptable agreement. Such request shall be made so that mediation, if utilized, will commence thirty (30) days before the expiration of the agreement and consume no more than fifteen (15) days.

2. The parties may mutually agree to seek mediation from sources other than FMCS (e.g. *ad hoc* appointment, AAA).

3. The cost of the mediator, if any, shall be shared equally by the parties.

B. In the event the members of the Negotiations Teams are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14 D (2) and Section 4117.18 (c) of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code.

106 BOARD - ASSOCIATION CONSULTATION

106.01

A committee shall be established as an aid to communication between the parties. The membership of this committee shall be the President of the Board or Board member designee, Superintendent/designee and a maximum of three persons appointed at the discretion of the Superintendent, plus the Association President/designee and a maximum of three persons appointed at the discretion of the Association President.

106.02

This committee shall meet twice each semester, or more frequently upon the agreement of the Superintendent and the Association President.

106.03

The purpose of the committee shall be to aid in communications. Its procedures shall consist of informal discussion aimed at clarifying issues or answering questions. Under no circumstances shall the discussions and/or recommendations of this committee be construed as negotiations or as any official decision-making process.

106.04

A. The Association shall designate a member of the bargaining unit to be in attendance at all public Board of Education meetings for the purpose of representing the views and positions of the Association and not those of individual staff members.

B. The Association's designee may state the Association position in Board discussions in keeping with that meeting's agenda items.

C. If said designee is not the Association President, Vice President, or President- Elect, the designee's name shall be sent to the Board President or the Superintendent's office at least one week prior to any regularly scheduled board meeting. The one week requirement would be suspended in case of an emergency with notification as soon as practicable.

107 GRIEVANCE PROCEDURE

107.01 Purpose

The purpose of this procedure is to resolve, in a timely manner, problems which may arise concerning provisions of this agreement.

107.02 Grievance

A grievance is an alleged violation, misinterpretation or misapplication as determined by the Association or bargaining unit member of a written provision of the Master Contract.

107.03 General Provisions

A. The grievant may select a member of the WEA to be in attendance at each level of the formal grievance procedure.

B. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement of the parties involved.

C. All bargaining unit members must utilize the grievance procedure before seeking other methods of resolving an alleged grievance.

D. A grievance may be withdrawn, but not re-filed, at any level without record.

E. No record, document, or communication arising from a grievance shall be placed in the personnel file of any participants involved in the procedure herein described unless so ordered by an arbitrator or court of competent jurisdiction.

F. For purposes of this section during the adopted school year, "days" shall mean school days. During the summer break, such "days" shall mean week days (Monday through Friday) excluding legal holidays.

G. If the grievant does not file a grievance within twenty (20) days of the date on which the grievant knew or should have known of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

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

I. Grievance hearings, shall be held so as not to interfere with the teaching responsibilities of the grievant(s). All notices of hearings, dispositions of grievance, and appeals shall be made in writing and hand delivered.

J. If a grievance appears to arise from the action or inaction of an authority higher than an immediate supervisor, if it affects a group or class of unit members, or the Association, it may be initiated at Level II after an attempt to resolve the issue informally with the superintendent.

K. Any cost incurred in the process of the grievance shall be paid by the party that incurs that cost.

L. Failure of the grievant at any step to timely complete the notices, requests or appearances required of him/her/them shall automatically terminate the grievance with prejudice to refiling and without record.

107.04 Informal Procedure

During the course of this Agreement, problems may arise concerning the alleged violation of provisions of this Agreement. When such problems arise, an attempt should be made to settle them informally by the teacher or teachers involved and the immediate administrative supervisor. During the effort to settle such a problem at the informal level, the teacher or teachers involved shall advise the supervisor of the section or sections of the Agreement which relate to the

grievance. At this meeting, the administrator and the bargaining unit member shall sign the informal grievance card which acknowledges this meeting. A problem which cannot be resolved informally will be processed as a grievance.

107.05 Formal Procedure

LEVELd

If the grievance is not resolved to the satisfaction of the grievant by the informal procedure, the grievant may further pursue the grievance by submitting a formal grievance form, Level I, to the immediate supervisor, with copies to the Chairperson of the Grievance Committee, and the Superintendent. Within five (5) days after receipt of the Level I form, the immediate supervisor shall meet with the grievant. If the immediate supervisor is the building level principal, the grievant may request to have the level one meeting with the Superintendent or designee. Within five (5) days after such meeting the immediate supervisor shall write a disposition of the grievance by completing the Level I form and returning a copy to the grievant, the Association's Grievance Committee chairperson and the Superintendent.

LEVEL II

If the grievant is not satisfied with the disposition at Level I, the grievant may within ten (10) days after receipt of the disposition at Level I request a hearing before the Board and Superintendent by delivering a written request for such hearing to the Treasurer. The Board shall conduct a hearing on the Grievance at the next regularly scheduled Board meeting following the grievant's request for hearing before the Board contingent upon at least a five (5) day notice prior to the Board meeting by the grievant. The hearing before the Board shall be conducted in Executive Session unless both the Board and the grievant agree otherwise in writing. The Association may invite parties for its side of the grievance; the Board may invite parties for its rebuttal. All parties may stay for entirety at executive session upon mutual agreement of the Association and the Board. The Board's decision shall be given in writing to the grievant and the Association within ten (10) days.

LEVEL III

1. If the grievant is not satisfied with the Board's decision at Level II, the grievant, with the concurrence of the Association, may appeal from Level II decision by submitting a demand for arbitration to the American Arbitration Association within ten (10) days after the Level II disposition. The demand for arbitration shall specify the act or condition upon which the grievance is based, the date of the act or condition, the names and addresses of the parties, the contractual clause(s) alleged to have been misinterpreted or misapplied and the remedy sought. Copies of the demand form will be mailed to the Superintendent with return receipt requested or hand delivered with date of receipt noted. The mailing or delivery shall be done so that date of receipt will comply with the ten (10) day time limit for submission to arbitration.

2. The arbitration procedures and selection of the arbitrator shall be in accordance with the Voluntary Labor Arbitration Rules of the AAA.

3. The arbitrator shall not have the authority to add to, subtract from, or alter any of the provisions of the master contract, nor add to, detract from or modify the language therein in arriving at a determination of any issue.

4. The cost and expenses of the arbitrator and the fees of the AAA shall be borne equally by the parties.

5. The written decision of the arbitrator shall be final and binding on the Board, the Association and the grievant.

108 BUILDING LEADERSHIP TEAMS

108.01

Each school shall have a Building Leadership Team to be organized no later than September 15th, consisting of the building principal and a representative number of stakeholders from each building. Each team will determine the number of members.

108.02

The Building Leadership Team shall be a collaborative effort intended to assist the principal and school staff in developing policies and programs for the school. The Building Leadership Team shall assume the responsibility for providing at least one teacher member to attend the District Leadership meeting, for being knowledgeable about the district Ohio Improvement Plan, Ohio Department of Education and Workforce expectations and requirements, building plans and data analysis processes. The Building Leadership Team will lead the staff in implementing the District/School Ohio Improvement Plan. The Building Leadership Team will solicit input from all school stakeholders.

108.03

The Building Leadership Team shall prepare and post agendas and distribute minutes from all meetings. The team will be responsible for planning and facilitating Building Leadership meetings. Each team will be given $3,300.00 to complete continuous improvement activities. The team will be responsible for determining how the funds are to be allocated. Monies may be used for stipends and/or release time.

108.04

The Building Leadership meetings shall be open to staff members and community members specific to the building.

108.05

Members of the Building Leadership Team shall be appointed by consensus of the Association President and the building principal. All members shall serve by consent with a term of office of one school year.

109 REDRESS OF BUILDING CONCERNS

109.01 General Provisions

The complaint procedure is a method by which an individual employee or group of employees can express a concern, problem, or dispute.

A. No records, documents, or communications generated as a result of a complaint shall be placed in the personnel file of any participant in the procedure without his/her permission.

B. Complaints may not be filed on the content of an evaluation.

C. Complaints may not be filed regarding items placed in a personnel file.

D. Complaints may not be filed regarding a grievance procedure nor may a grievance be filed upon what is properly the subject of the complaint procedure.

109.02 Complaint Procedure

Bargaining unit member(s) may formally pursue a complaint resulting from the action or inaction of an administrator by submitting a complaint form. The administrator shall render his/her disposition in writing within five days of receiving the complaint form. (See form in back of contract.

CHAPTER TWO

201 TEACHER WORK DAY

The contractual day for any bargaining unit member shall be 7 hours and 40 minutes. The contractual day shall encompass a 30-minute duty-free lunch and minimum of 44 minutes planning period. Teachers will be notified of their report & dismissal times no later than the end of the current school year, (except for new hires). Any change to those times would not be done unless mutually agreed upon in writing.

The work day for teachers during parent conference days may be other than those listed in this agreement, provided the Association is in agreement with the proposed parent conference day schedule. Parent conference days may not be scheduled before a holiday or an in-service day unless agreed to in writing by both the Superintendent and the Association President, or their duly appointed designees. Parent conference days will be designated in the approved school calendar.

201.01 Teacher Record Days

Teachers will be granted three (3) record days each school year.

On teacher record days, teachers may be required to attend Administrative meetings for a maximum of 2.0 hours but must be completed prior to the½ way point of the teacher's contractual day.

The Administration and the Association agree that on the last teacher record day teachers may leave the building after they have checked out with the principal and have completed all required duties.

202 ASSIGNMENTS, VACANCIES, AND TRANSFERS

202.01 Assignments

A. Teachers under contract during a school year will be notified in writing of their teaching assignment for the following school year not later than July 10th prior to the beginning of that school year. Such notification shall include the teacher's school assignment and subject assignment. Any change in such assignment required by the needs of the school district will be made known to the teacher, in writing, as soon as possible. Any teacher so affected shall have the opportunity to confer with the Superintendent/designee before the assignment change takes place. A change in assignment for current staff members after July 10th may be interpreted as an involuntary transfer.

B. The Superintendent or designee will give notice of assignment to new teachers as soon as practicable.

202.02 Teachers on Special Assignment

A. Teachers on Special Assignment (hereafter "TOSA") shall be defined as those employees who work in a position that requires a professional license, but whose primary responsibility does not include direct instruction of students. The purpose of TOSA positions shall be to utilize the experience, education and specific skills of individual teachers to perform unique, seasonal and/or support tasks to augment the essential services necessary for the District to accomplish its purpose and mission. The Administration and the Association shall mutually agree on positions to be classified as a TOSA.

B. Any TOSA who holds a supplemental contract for their TOSA position shall not receive a designated planning period as part of their schedule.

C. TOSAs who do not hold a supplemental contract for their TOSA position retain the flexibility to set their own schedules in alignment with their assigned duties and program needs.

D. This language is considered interim and will be reevaluated after one year, with the understanding that role clarity is essential. Over the course of the 2025–2026 school year, the Administration and Association will:

   a. Review and revise job descriptions and supplementals to clearly define roles and responsibilities of positions,
   b. Identify which positions qualify as TOSAs, and
   c. Collaboratively develop and pilot an evaluation tool(s) specifically designed for TOSA roles.

202.03 Vacancies

A. Vacancy defined as follows: A vacancy, as determined by the administration, results from the creation of a new position, a resignation, a leave of absence, a retirement, a non-renewal or a termination.

B. The Superintendent/designee will email Association building representative copies of the official posting within two (2) days of such posting. All job postings can be accessed on the Whitehall City Schools website.

C. Posting of a vacancy shall not be construed as requiring the Board to fill such a position, but as creating an opportunity for unit member(s) to indicate an interest in transferring to such a position.

D. No action to fill a vacancy shall be taken until such vacancy has been officially posted for five (5) days excluding weekends and legal holidays.

E. Time frames established by 202.02D of this provision shall not apply to vacancies occurring during the first ten (10) days of the school year. Unfilled transfer requests will be considered for vacancies occurring during this ten day period.

F. When vacancies occur ten (10) days after the beginning of the school year, the Superintendent may fill such a vacancy on a temporary or tentative basis until the end of the normal school year, at which time the position may be considered open for transfer requests. Recommendations to fill vacancies shall be made at the discretion of the Superintendent.

G. Not later than May 5th of each year the Superintendent will prepare a list of all known vacancies in teaching positions for the following school year. Vacancies to be identified shall be those vacancies filled on a temporary basis pursuant to 202.02F and others as defined in 202.02A.

H. Recommendations to fill vacancies shall be made by the Superintendent on the basis of experience, seniority, the competency and qualifications of the applicant, and service as a substitute in the Whitehall Schools. Seniority shall be as defined in Layoff Procedure.

I. Vacancies of supplemental contract positions, when possible, shall be posted seasonally: fall, winter, spring, and summer.

J. CORRECTION OF INACCURACIES. The Association shall have a period of thirty (30) days after posting of the seniority list (as defined in 203) in which to advise the Employer or its agents in writing of any inaccuracies which affect their seniority. The Employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) days of the posting of the seniority list, and the list shall be considered as final until the next posting.

202.04 Voluntary Transfers

A. Transfers are those requested changes in teaching assignments from one building to another or one subject area to another.

B. Requests for transfer shall be made in writing by the teacher on or before May 15th each year. (The request shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's qualifications.) Such request shall not affect the teacher's existing assignment in the event no vacancy exists in the area to which the transfer is requested.

C. The staff member who has the greatest seniority, who has made written request for a transfer to the position and who possesses certification/licensure and qualifications for the position will be given consideration, however seniority shall not be the determining factor in approval of a transfer. In all cases transfers shall be made in the best interest of the instructional program, which shall be the overriding consideration as determined by the administrative staff. When a transfer is not approved, the Superintendent shall notify the unit member(s) in writing. Notice shall be given to the unit member(s) no later than fifteen (15) days after the decision has been made. If a vacancy exists and the request is denied or granted to a less senior teacher, the teacher so denied may request and be granted a conference with the Superintendent/designee, who shall discuss the reasons for denial of the request.

D. Requests for transfer may not be given priority consideration over staff reduction transfers.

202.05 Involuntary Transfer

A. Transfers will be on a voluntary basis, whenever possible. However, correct and proper operation of the school district will necessarily require that involuntary transfers be made. In making involuntary transfers, the convenience, and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school district and the pupils. If the teacher so elects, involuntary transfers will only be made after a conference between the teacher, principal, and/or Superintendent/designee, concerning the basis for this transfer. The teacher shall be given a minimum of two (2) school days' notice before receiving students in their new assignment if the involuntary transfer is to be carried out. A teacher transferred involuntarily during the school year, after students have initially reported, shall be provided two (2) school days, without pupils, to work in the school they are leaving and/or work in their newly assigned school in preparation for their new teaching duties.

B. Any teacher involved in an involuntary transfer may, at the end of the school year, and after written application, have first priority for voluntary transfers as defined in section 202.03. An exception to this would be staff reduction transfers which would have first priority.

C. Unit members subject to involuntary transfer may be offered a choice of available assignments for which they may qualify at the time any transfer is being considered.

D. Unit members being transferred as a result of administrative initiated request shall be informed by July 10th when practicable.

E. An involuntary transfer shall only be for just and good cause, including but not limited to the needs of the district.

Highly Qualified Teachers and School Improvement

If staffing changes are needed because of HQT and/or School Improvement the Superintendent or designee and the leadership of W.E.A. will meet to confer in order to develop a process.

202.05 Emergency Transfers

A. An emergency transfer shall be defined as positions which are eliminated or substantially altered by building closure, grade relocation to another building, redistricting, open enrollment, or building consolidation. Emergency transfers will be processed according to the provisions of this section only.

B. All emergency transfer assignments shall be implemented prior to any implementation of unrelated voluntary or involuntary transfers.

C. All transfers of members covered by this provision shall be deemed involuntary transfers with inherent protection contained in section 202.04B Involuntary Transfer.

202.06 Hiring of Retired Teachers—Previously Retired Teachers (PRT)

The Board may, under appropriate circumstances, find it necessary to fill one or more bargaining unit vacancies with a previously retired applicant (i.e. a person retried from any school district in Ohio). Such applicants will be known as ***previously retired teachers or PRT.***

A. For purposes of salary schedule placement, a **PRT** will be placed at their appropriate educational level with no less than five (5) years of experience on the salary schedule. A **PRT** will advance on the step salary if employed for subsequent years.

B. A **PRT** will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year, without notification, Board action or the need to comply with O.R.C. 3319.11 and 3319.111. No performance evaluation shall be required.

C. A **PRT** will not accrue seniority and will not have bumping rights under Section 203.

D. A **PRT** will not be eligible for severance pay upon separation from employment nor be eligible to participate in retirement incentive programs.

E. A **PRT** will be eligible to participate in the District's hospitalization, dental, vision or other health insurance programs offered to employees at a 50% cost of single or family coverage.

F. A **PRT** will be eligible for sick leave and personal leave, accumulation commencing with the first year of re-employment.

G. A **PRT** will be eligible for supplemental contracts at the discretion of the Board of Education.

H. The Board of Education reserves the right to decide whether to hire a **PRT** and that decision will be made on a case by case basis. Teachers who retire and desire to be considered for reemployment in the Whitehall City Schools shall complete a new employment application and provide the required employment application materials.

I. A **PRT** will be part of the bargaining unit and bound by all terms of the bargaining unit contract, with the exceptions outlined in this section.

J. Supersede O.R.C.

The Board and the Association intend the provisions of this article (202.06) to supersede and take the place of all applicable sections of the Ohio Revised Code including but not limited to section 3319.11, section 3319.111, section 3319.17 and section 124.39(B).

203 LAYOFF PROCEDURE

203.01 Scope of Procedure

When the Board determines that it is necessary to reduce the number of credentialed staff positions, such reductions shall only be made in accordance with Ohio Revised Code 3319.17. No unit member shall have their contract non-renewed for the purposes set forth in this section, except for the following: long term substitutes, leaves of absence, and mid-year hires (anyone hired after the 10th day of the school year). Prior to initiating a Reduction in Force (RIF) the board/designate/superintendent/treasurer will meet with the president of the association to discuss the intent and rationale of the reduction in force.

1. To the extent possible, persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire, resign, or whose limited contracts are not renewed.

2. The Association will make every effort to encourage bargaining unit members to notify the office of the Superintendent, or designee, in writing, of their intent to request leave, retire, return from leave or resign.

3. Reductions needed beyond those by attrition shall be made by suspension of contracts.

4. A seniority list of all teachers in each area of their licensure shall be developed annually by the administration according to the seniority provisions set forth below. The Association president shall receive a copy of this list by January 15th of each year.

5. The Association and the teacher whose contract is being considered for suspension shall be notified at least thirty (30) days prior to formal action by the Board. The Superintendent shall notify the teacher that his/her contract may be suspended because of reasons under this Article and a copy of this letter shall be placed in the teacher's personnel file.

203.02 Procedure for Reduction

A. In making such reduction by suspending contracts, the Board shall proceed in accordance with the following:

1. Unit members who leave the district by reasons of retirement, resignation, or approved leave of absence.

2. Limited contract teachers will be reduced first utilizing the following order:
   a. Licensure/Certification
   b. Competency as determined by final evaluation rating
   c. When evaluations are comparable, seniority shall prevail:

      i. Comparable evaluations shall be defined as follows, with reductions made in the following order: Comparable is defined using OTES ratings: Accomplished, Skilled, Developing, and Ineffective

         1. Bargaining unit members with an Ineffective final summative evaluation rating.
         2. Bargaining unit members with a Developing, Skilled or Accomplished final summative evaluation rating.

3. Continuing contract teachers will be reduced second utilizing the following order:
   a. Licensure/Certification
   b. Competency as determined by final evaluation rating
   c. When evaluations are comparable, seniority shall prevail:

i. Comparable evaluations shall be defined as follows, with reductions made in the following order: Comparable is defined using OTES ratings: Accomplished, Skilled, Developing, and Ineffective

1. Bargaining unit members with an Ineffective final summative evaluation rating.
2. Bargaining unit members with a Developing, Skilled or Accomplished final summative evaluation rating.

B. Seniority: The term seniority shall mean the longest period of continuing employment (including time spent on lay-off status) beginning with the date the Board initially approved the issuance of a contract to a bargaining unit member. Approved leaves of absence will not be counted in seniority but neither will they result in a break in continuing employment status. (e.g., 8 years' service before leave; 8 years' service upon return). The more senior bargaining unit member is:

1. The one who has a valid continuing contract.

2. The one who has the longer period of continuing employment (including time spent on lay-off status) under that valid contract.

3. The one who has a valid limited contract.

4. The one who has the longer period of continuing employment (including time spent on lay-off status) under that valid limited contract.

C. If two (2) or more bargaining unit members are equal in seniority, the following criteria will be applied in numbered sequence until the tie is broken:

1. The one who has the greater number of years of actual teaching experience in Ohio's accredited and/or charter schools.

2. The one who has the greater number of years of actual teaching experience in non-Ohio accredited and/or charter schools.

3. After the above methods have been exhausted and a tie still exists, a draw will be utilized to break the tie.

D. Once it is determined which teachers are to be suspended, the Board shall establish a layoff list and such list shall be given to the Association.

E. Any bargaining unit member whose contract is to be suspended as a result of the layoff procedure, shall have the right to displace any less senior member of the bargaining unit whose work he/she is licensed to perform. Written notice of the intent to exercise this

right shall be given to the Superintendent and the Association within ten (10) days of notification of the "lay-off". A member who is displaced according to this section has the same displacement rights vis-a-vis any less senior member.

203.03 Procedure for Recall

A. The names of teachers whose contracts are suspended will be placed on a recall list for up to eighteen (18) months from the date of reduction.

B. Teachers on the recall list shall be offered re-employment to full time positions, as they become available, for which they are licensed in the reverse order of layoff-last laid off, first re-employed.

C. A teacher who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.

D. When an opening(s) occurs, the Board shall send a certified letter to all teachers licensed for the position to their last known address to advise them of such position. It is the teacher's responsibility to keep the Board informed of their whereabouts. The teacher shall within ten (10) days from the postmark date of the letter, indicate availability and desire for such position by certified mail or by appearing in person to the District Office. The Board shall reinstate that teacher indicating availability and desire for such position who has the greatest seniority. If the teacher fails to notify the Board within the specified period of time, or if the teacher rejects the offered full-time position, said teacher shall be considered to have rejected the position and to have forfeited the right to recall to service in the district. The position will then be made available to the next eligible teacher on the layoff list.

E. No teachers new to the district shall be employed until all properly licensed teachers on the layoff list have been offered a contract for the position in accordance with the provisions of this procedure.

F. Teachers remaining laid off, if requested, will be given preferential consideration as substitute teachers and part-time teachers. Teachers accepting such positions shall retain all recall rights guaranteed by the original suspension.

G. Where group insurance policies permit, a teacher whose contract has been suspended may continue to participate in those benefits which are provided to those teachers in active employment for a period of eighteen (18) months for the employee, spouse, and children, and eighteen (18) months for an employee only, from date of layoff (or after earned credit is completed) provided that the teacher pays the total premium to the Board's Treasurer one (1) week prior to the date the Board normally pays the premium to the company.

H. No teacher who is laid off shall lose his/her privilege for use of fee waivers on the same or higher preference and priority level for one (1) year from layoff date.

I. Transfers of teachers employed but not affected by the layoff shall be limited to positions not affected by said program. If a position(s) initially abolished is reinstated or if a new position(s) is established, the position(s) will be staffed first from the teacher layoff list. Transfers may be made to a position affected by the layoff after the position(s) has been offered to all properly certificated teachers on the layoff list.

J. These procedures apply only to suspension of contracts for reasons as set forth in 203.01.

204 CLASS LOAD/ASSIGNMENT

204.01

The maximum number of teaching minutes for teachers will total 1,500 per week. Academic class shall be defined as student contact time for which a bargaining unit member makes lesson plans and/or instructs students and/or evaluates students (this in no way is meant to include study halls).

The following provision applies to Middle School and High School core academic, special education, foreign language and Career and Technical Education (CTE) classes. The aforementioned teachers' schedules will be developed so that a teacher will not have more than three (3) preparations. In the cases where teachers have four (4) or more courses to prepare for, a stipend of $1,000.00 per semester will be paid to the teacher. A prep is defined as classes taught that use separate course codes. Should a teacher or group of teachers choose to utilize a block schedule, their class load shall be comparable to the aforementioned load.

204.02 Planning Time

With the exception of TOSA positions, all full-time teachers shall have a minimum of 44 consecutive minutes per day. Full-time teachers at the elementary schools shall have a minimum of 44 consecutive minutes of planning time. each work day, within the regular student contact hours, for every day that students are in session. This planning time shall be part of the unassigned time in the teacher's schedule and shall not include class transition time. On days with modified schedules, teachers may occasionally miss their planning time for that day. Such isolated occurrences shall not be subject to the grievance process.

204.03

A minimum of 30 minutes of the time beyond the student contact day will primarily be used for common planning, teacher based team (TBT) meetings, staff meetings, and professional development. Additional meetings such as BLT, IAT, MTSS, MFE, and IEP meetings, may occasionally be scheduled, but with the understanding that balance must be achieved between

those and the teachers' needs to commonly plan, perform TBT tasks, and complete other self-directed tasks. A certified staff member may be required to perform a duty during the defined time above. The supervisor must consider the certified staff member's necessary level of involvement during the defined time when assigning duties.

204.04

A bargaining unit member should demonstrate adherence to the adopted curriculum. In doing so, a bargaining unit member may present his/her subject according to his/her professional judgment and is expected to demonstrate responsible, professional standards of scholarship.

204.05

The unit members should be able to present their subjects without interruption. Classroom interruptions should be kept to a minimum and used in the case of an emergency. Regular announcements should be made at the beginning and the close of the school day when practicable. Other interruptions for administrative or other purposes should be held to a minimum.

204.06 In the Event No Substitute Is Available For Absent Teacher or Loss of Personal Planning

A. Any teacher who loses any or all of his/her conference/preparation/lunch period(s) to cover the assignment(s) and or duty(ies) of an absent teacher, or to attend meetings such as IEP / MFE shall be paid at the rate of one sixth (1/6) of the daily rate of the BA-0 step of the salary index rounded to the next highest dollar to be calculated in 15-minute increments or major portions thereof. Teachers at the elementary school who cover for an absent teacher by taking extra students will be compensated at a rate no less than 25% of sub pay. Classes cannot be split among more than four (4) teachers in order to receive this compensation.

B. The building administrator in the middle and high schools will attempt to equitably utilize teachers interested in participating. If an insufficient number of interested participants is available at any particular time, the administrator shall assign a teacher(s) as necessary for the efficient operation of the school.

C. Teachers who participate in this provision and who have been financially compensated for the loss of the conference/preparation period(s) shall not be permitted to grieve or otherwise contest in any way the loss of same period(s), or the effect of such loss on average planning time *vis-a-vis* 204.02 of the Master Contract.

D. Excluded from this provision are teachers who are temporarily assigned to replace another teacher on a daily basis so long as an appropriate number of conference/preparation period(s) are afforded to the replacement teacher.

E. In no way shall any portion of this provision inhibit or prevent any voluntary *quid pro quo* arrangement between or among teachers for the coverage of their assignments or duties as long as such arrangements have been approved by the building administrator.

All unit members shall have 30 consecutive minutes of uninterrupted lunch time.

205 SCHOOL ENVIRONMENT

205.01 General Conditions

When the environmental conditions in a classroom become such that these conditions deter the educational process, the principal and communication committee will be notified in writing by the bargaining unit member. Unresolved environmental concerns shall be subject to the grievance procedure only through Level II (with Association concurrence).

205.02 Safety of Equipment and Facilities

In order to ensure the safety of students and staff and to protect all school owned equipment and facilities, if a bargaining unit member becomes aware of a condition he/she perceives to be unsafe existing in the school or on school property, or if a bargaining unit member becomes aware of a situation the bargaining unit member perceives to be abuse of school owned equipment or facilities, the bargaining unit member will notify the building principal in writing.

205.03 Lockable Space for Teachers

The district will provide lockable space for personal items for each teacher at each building. If a teacher works in more than one building, a lockable space will be provided in each building.

205.04 Establishment and Support of Learning Environment

The Board and the Association recognize the importance of providing an environment conducive to learning. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect in the maintenance of control and discipline in the classroom in accordance with established Board policies and building procedures. Each teacher, however, bears the primary responsibility for maintaining proper control and discipline. Consequences for inappropriate behavior by students will be consistent regardless of gender, race, creed, or national origin and said consequences will be appropriate as a deterrent for the offense committed.

In exercising his or her responsibility the teacher will assure that all disciplinary actions and methods invoked are reasonable and just in accordance with the policies and procedures referenced in board policy.

The District Leadership Team will continue to address:

a. Processes for dissemination of affirmative building practices that include improvements in classroom management practices and promote a positive school climate;

b. Review of data to make data-based decisions that result in quarterly adjustments;

c. To suggest possible district or building training, and/or assist in the development of the training;

d. Work collaboratively to continue to implement positive behavioral interventions and supports in a broad range of systemic and individualized strategies that result in learning outcomes, including a rubric with multi-tiered behavioral expectations in the educational settings.

CHAPTER THREE

301 CLASS SIZE

301.01

Kindergarten and first grade classes should be organized in each school on the basis of twenty to twenty-four (20-24) pupils per classroom teacher. For class size purposes, mainstreamed special education students shall be counted.

301.02

Second, third, fourth, and fifth grade classes should be organized in each school on the basis of twenty-four to twenty-seven (24-27) pupils per classroom teacher. For class size purposes, mainstreamed special education students shall be counted.

301.03

All other classes (6-12) should be organized in each school on the basis of twenty-eight to thirty (28-30) pupils per classroom teacher. For class size purposes, mainstreamed special education students shall be counted.

A. Certain activity classes such as band and choir will be exempt from these guidelines; however excessive class size will also be avoided in these areas and no more students shall be assigned than physical facilities permit. Secondary physical education

classes will be scheduled such that no more than two (2) classes will occupy the gymnasium floor simultaneously.

The Administration and the Association hereby establish an ongoing Class Size Workgroup made up of Association members appointed by the Association President and administrators appointed by the Superintendent or designee. The Class Size Workgroup is charged with reviewing and analyzing district-wide student enrollment trends, projections, and facility capacities to support strategic efforts aimed at reducing class sizes. By closely monitoring enrollment data, classroom utilization, and future growth projections, the group will identify opportunities to optimize space, balance student distribution, and ensure efficient use of facilities.

301.04

Classroom teachers assigned to teach a split class would have input into the make-up of that class. The class size of split classes will default to the lower defined number. Classroom teachers assigned to teach a split class would receive a two-thousand-dollar ($2,000.00) stipend. Any teacher of a split class would not be required to have additional duties.

301.05

An attempt will be made to provide a balance between the class sizes at the same grade level throughout the district. Consideration shall be given to class size balance when a request is made for a student to attend a school other than that of his/her regular attendance area. Teachers that are assigned class sizes that exceed the defined limits (301.01-301.05) will be compensated in the following manner:

A. Thirty dollars ($30.00) per student per week in a self-contained classroom

B. Per period payment will include high school teachers, middle school teachers, elementary special area teachers and elementary departmentalized teachers. Periods that the enrollment exceeds the limit, the teacher will be paid five dollars ($5.00) per student per week or the equivalent of a week, in the case of classes that do not meet on a daily basis. Payment to teachers will not exceed six (6) periods or ($30.00) per week.

C. This provision will not apply to teachers that choose to exceed the class size limit.

301.06

The administration will make a concerted effort to complete the initial class size adjustments within the first twenty (20) pupil attendance days of the school year.

301.08 SPECIAL EDUCATION

A. Inclusion classrooms are defined as general education classrooms co-taught by a general education teacher and intervention specialist to support the success of all learners. The Administration will make every effort for inclusion classrooms to be composed of less than 40% of students with Individualized Education Plans (IEPs) with a subject area or behavior goal, unless mutually agreed upon by the Administration and the Association.

B. Because the inclusion of an identified special needs student in a classroom places additional responsibility on the teacher for the educational needs of that student, the building administrator should take into consideration that additional responsibility when determining class size and placement of aides.

C. Any teacher who has an identified special needs student assigned who cannot take care of his/her own personal bodily needs or must be physically lifted for any reason will not be required to assist that student except in an emergency situation.

D. No teacher will be required to administer any medicine(s) or perform any medical procedure(s) for an identified special needs student(s).

E. A teacher involved with the education of an identified special needs student may be included in the IEP Conference for that child.

F. Special education training will be made available to teachers who have been assigned identified special needs students.

The Board and the Association hereby establish an ongoing Special Education Workgroup made up of Association members appointed by the Association President and administrators appointed by the Board or its designee. This Workgroup shall monitor Special Education processes and legal developments affecting those procedures, standards and methods. The Workgroup shall meet annually and make recommendations for changes to Special Education language. The committee shall operate by consensus.

302 GRADE REPORTING

For the first, second and third grading periods, the window for teachers of grades 5 through 12 to enter nine-weeks grades shall be open for a one-week period from the Wednesday prior to the end of the grading period until 9 a.m. the following Wednesday. The window for grades kindergarten through 4 will be open the entire grading period and close at 9 a.m. on the Wednesday following the end of the grading period. For the final grading period, grades for all teachers are due by the end of Report and Grading Day.

Bargaining unit members who instruct students in grades five (5) through twelve (12) who are required to assign student grades will use the electronic grading system to update in-progress grades and/or comments biweekly for parent viewing. It is the expectation of the curriculum department to develop and support this process for grades K-4 and may be implemented prior to the expiration date of this collective bargaining agreement.

303 SCHOOL CALENDAR

An Association representative(s) shall have a right to express WEA considerations for the new school calendar by January 1st of each calendar year for the following school year calendar. By April 30th, the Board of Education shall adopt a calendar for the following school year. The school calendar shall be developed by the Superintendent or designee using the following parameters:

1. Parent-teacher conferences shall be scheduled so as not to interfere with Election Day. Flexibility of conference dates may be developed by the Calendar Committee.

2. Whenever possible, winter break shall start no later than December 22nd and end no sooner than January 3rd, and will coincide with the end of the first semester.

3. Spring break shall be determined based on the Ohio Department of Education and Workforce(ODEW) annual assessment schedule.

4. Whenever possible, the school year shall end prior to Memorial Day.

5. The school calendar will follow parameters 1-4, above, unless mutually agreed upon by the Superintendent and WEA President.

304 USE OF FEE WAIVER

304.01

The following will be applied as guidelines for the distribution of fee waivers.

1. The Superintendent or designee will develop an estimated allocation of fee waivers. The estimate shall be made by term for each participating educational institution based on the percentage used each term the previous year, anticipated usage, and carryover from prior term.

2. The estimated allocation will be a guideline for use of fee waivers per term and may be considered as a limit of use per term. The President of the Association will be given an opportunity to give input in the decision to implement such limitation.

3. Hours referred to in this article shall be expressed in "quarter hours" as well as "semester hours."

4. The employee shall certify educational deductibility under applicable IRS provisions.

304.02 Priority of Waivers

1. Licensed staff who need college coursework to renew a license that is required for their position.

2. Licensed staff.

3. Other personnel at the approval of the Board's authorized agent.

304.03

Non-licensed staff may apply for waivers based on 304.02 priority levels with the waivers that are available to the District.

304.04 Limitations

Eligible applicants are limited to six hours of fee waivers per term for all participating colleges or universities.

304.05

If a "cut-off" is made in accordance with 304.01(2), the preference order listed below will be utilized for each priority under 304.02.

1. Applicant is working on an established program within a graduate school leading to a degree or special type license and has attended one session during the previous twelve months.

2. Applicant is working on an established program within a graduate school leading to a degree or special type license and has not attended one session during the previous twelve months.

3. Years of service in the Whitehall school system.

4. In case of a tie after utilizing the above methods, a lottery will be utilized to pick a successful participant(s). The procedure for conducting the lottery shall be established by the Superintendent or Designee.

304.06 Procedural Guidelines for the Fee Waiver Program

1. Applications for fee waivers shall be distributed to bargaining unit members via e-mail and must be returned to the office of the Superintendent or Designee by the deadline indicated thereon. An exception may be made in cases of on-site registration.

2. The Superintendent or designee will then prioritize the applications in accordance with section 304.02.

3. The Superintendent or designee shall inform the President of the Association of the number of fee waivers available for use that quarter.

4. If a sufficient number of fee waivers is not available to fill all requests, fee waivers will be limited to three (3) hours per person (3 hours per term for summer quarter). All fee waiver applicants will be notified of the status of their requests.

5. Fee waiver cards for available universities will be issued from the personnel office one week prior to the first day fees must be paid.

6. Unused fee waiver cards must be returned two days prior to the fee payment deadline. Failure to return unused waiver cards will result in that person being denied the use of all waivers for the next twelve months. The twelve-month penalty shall begin from the fee payment deadline date.

   Superintendent or designee may waive the return of fee waiver card deadline on an individual basis for circumstances beyond the control of the individual.

   Any applicant who has been granted an OSU fee waiver and does not use that waiver must notify the office of the Superintendent or designee as soon as possible, but not later than two days prior to the deadline for fee payments.

   Any applicant who drops a course within the time limits prescribed by a participating educational institution will notify the office of the Superintendent or designee immediately and shall provide the Superintendent or designee official documentation that the course has been dropped.

Any person who has utilized a fee waiver shall provide the office of the Superintendent or designee with verification of completion of the course(s). Such verification may be a grade report, official transcript, or hard copy of OSU email verification.

305 DRESS CODE

Teachers are expected to dress in no less than business casual attire. Jeans may be worn in a business casual manner (e.g., when paired with collared shirt, blouse, sweater and/or blazer). Leggings may be worn with a loose fitting shirt that fully covers the hips and upper thighs.

Exceptions to this rule will be made for designated spirit days to be coordinated with administration.

CHAPTER FOUR

401 LIMITED CONTRACTS

401.01 Sequence of Limited Contracts

Limited contracts issued after the effective date of this Agreement to all members of the bargaining unit who do not qualify for a continuing contract shall have the following duration:

- First Contract - 1 year
- Second Contract - 1 year
- Third and Subsequent Contracts - 2 years

401.02

A teacher who becomes eligible for a continuing contract during the term of a multi-year limited contract shall be considered on individual merit for a continuing contract upon meeting the requirements of the Ohio Revised Code. Application must be made to the Personnel Office using the Request for Continuing Contract Form.

If the Board of Education chooses not to award a continuing contract to a teacher who makes application under this provision, then the teacher may:

1. be non-renewed; or
2. be granted a one (1) year extended limited contract with reasons directed at the teacher's professional improvement under the procedures described in the Ohio Revised Code. Any teacher who files under provisions of this Article waives his/her right to employment under the remaining years of the limited contract.

402 CONTINUING CONTRACTS

402.01

Principal-Teacher Conferences relative to the matter of issuance of a continuing contract and/or approval of teacher licensure are to include all evaluations on file.

402.02

In accordance with section 401.02, members of the special services staff not covered by the evaluation method for teachers, the aforementioned procedures will be conducted by the person's immediate supervisor.

402.03

A professional staff member not eligible by experience and certification/licensure/ for a continuing contract in April for the next school year but who becomes eligible by experience and certification/licensure for a continuing contract after April but before the following October Board meeting may be recommended for a continuing contract by the Superintendent or Designee at that October Board meeting. All transcripts and documentation relative to the additional experience and certification/licensure/licensure must be received by the Personnel office no later than September 15th. Applicants must use the Request for Continuing Contract Form.

403 NON-RENEWAL OF LIMITED CONTRACTS

Non-renewal of limited contracts shall only occur in accordance with the Ohio Revised Code Sections 3319.11 and 3319.111.

404 PERSONNEL FILES

404.01

A personnel file for each unit member shall be maintained in the Board office. This shall be considered the only official file of recorded information on unit members. Personnel records of employees of the Whitehall City School District shall be maintained in accordance with applicable State of Ohio and Federal Laws.

404.02

Requests of unit members to have access to their personnel files shall be handled by the Superintendent or their designee according to the following procedures:

A. A unit member shall have access to their personnel file upon reasonable request.

B. Records shall be examined only in the presence of the Superintendent/Designee, and shall not be removed from the immediate area.

404.03

Members of the administration authorized to gain access to a unit member's personnel file, without section 404.07 notification, shall be limited to the Superintendent or Deputy Superintendent(s), the Treasurer, and the building principal(s) directly supervising that unit member.

404.04

All materials shall be placed in the personnel file of unit members in accordance with the following provisions:

A. Each item shall bear the date it was placed in the file.

B. Prior to filing copies of general conference reports, observation-evaluation reports, the administrator originating the item and the unit member shall sign the same: provided in the event of the refusal of the unit member to sign the item, the item shall be filed with an appropriate notation of their refusal to sign.

C. The fact that material bears the signature of the unit member concerned does not indicate agreement or disagreement by the unit member. Rather, it indicates the unit member is aware that the material is in the file.

D. A unit member may attach a written statement of reply to any item which is placed in his/her personnel file.

E. A unit member shall be entitled to a copy of any material in his/her file at their expense.

F. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in their personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that they have had the opportunity to review such material by affixing their signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. Within the (10) days of reviewing the material, the teacher shall also have the right to submit a written answer to such material and their answer will be reviewed by the appropriate personnel administrator and attached to the copy. Derogatory material will be removed after three (3) years at the unit member's request.

G. Material in a personnel file may also be removed after a meeting between the unit member and the administrator making the entry and with the approval of the Superintendent.

H. Anonymous materials shall not be placed in a unit member's file.

404.05

Items to be maintained in the personnel file of a unit member shall be limited to:

A. Official transcripts of college work.

B. Copy (ies) of certification/licensure/licensure authorized by the State Department of Education.

C. Copies of Observation-Evaluation reports.

D. Copies of general conference reports.

E. Record of employment including assigned duties, regular and supplemental, years of service in the district and other pertinent employment information.

F. Prior employment verification.

G. Selective service records/military records.

H. Salary notices.

I. Letters of merit or awards.

J. Material as referred to in 404.04F

404.06

The personnel file provisions as outlined in this Article shall be in addition to the provisions of Section 1347 O.R.C.

404.07

Reasonable effort shall be made to notify a bargaining unit member within twenty-four (24) hours after their file has been examined. Such notification shall include when and by whom the file was examined. This section does not apply to examinations by those people as provided for in section 404.03 of this article.

405 TEACHER CONTRACTUAL YEAR

For the duration of this contract, the teacher contractual year shall be 185 days.

Entry year teachers shall be required to begin the school year up to 5 days prior to the start of the contractual year (190 days). Experienced teachers new to the district shall be required to begin the school year up to 3 days prior to the start of the contractual year (188 days).

Such additional days shall qualify for the Professional Growth/Teacher Incentive Program.

406 EVALUATION

The language provided below applies only to those bargaining unit members who are subject to the Ohio Teacher Evaluation System (OTES) per the requirements of sections 3319.111 and 3319.112 of the Ohio Revised Code (see Section 406.07) and the Ohio School Counselor Evaluation System (OSCES), per the requirements of section 3319.113 of the Ohio Revised Code.

A. Bargaining unit members rated "Accomplished" on their most recent evaluation may be evaluated every three (3) years. Bargaining unit members rated "Skilled" on their most recent evaluation may be evaluated every two (2) years.

1. During a year in which a bargaining unit member is not formally evaluated, the following are required:
   a. Professional growth or improvement plan;
   b. One informal walk-through and one post-observation conference; and
   c. OTES: A determination that the bargaining unit member is making progress on their professional growth plan.
   d. OSCES: Use of the metric of student outcomes process, with a rating of "Skilled" or higher on the evaluation rubric to continue the less frequent evaluation cycle.

A bargaining unit member who requests a pre-observation conference shall not be denied.

B. The Board shall not formally evaluate any bargaining unit member who has submitted an irrevocable official notice of retirement that has been accepted by the Board on or before December 1st of the school year.

C. The Board shall not formally evaluate any bargaining unit member who has or will be on paid or unpaid leave for fifty percent (50%) or more of the school year, which is defined as the number of whole days that is one-half of the number of days in the contract year

(i.e., fifty percent (50%) of the school year is determined by dividing the number of contract days by two (2) and rounding up to the nearest whole number).

The evaluation of other personnel not subject to OTES or the OSCES will be evaluated by evaluator tools and processes in which are agreed by Administration and Association leadership.

406.01

Observation or monitoring as a function of the evaluation process shall be conducted openly and with full knowledge of the bargaining unit member. Bargaining members will be evaluated in writing by their immediate supervisor/administrator or designee. Evaluation will be based on criteria enumerated in the Whitehall City Schools Evaluation Form and consistent with Board of Education policy regarding evaluation. Bargaining unit members shall not be subjected to the use of video and/or audio recording during the evaluation process without consent. The District will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance. However, the District reserves the right to reference video footage obtained from the common areas of the building as evidence on the rubric, so long as the District complies with Section 404.04(F) of this Contract.

406.02

Except as provided for in section 406, paragraphs (A), (B), and (C), district administrators evaluate bargaining unit members annually. Annual performance assessments include at least two formal observations of at least 30 minutes and at least two walkthroughs/informal observations. Bargaining unit members who are on limited or extended limited contracts pursuant to section 3319.11 of the Ohio Revised Code, *and* under consideration for nonrenewal, shall receive at least three formal observations, the third of which shall all include face-to-face pre- and post-observation conferences, during the evaluation cycle.

Observations will be scheduled with the unit member with at least two (2) days prior notice. Walkthrough observations may be unannounced, with the noted exception that maintaining confidentiality in counseling relationships must be considered when engaging in observations of a school counselor.

While no bargaining unit member shall be required to complete a self-assessment (e.g. OTES Self-Assessment Form) it can be useful to help in creating professional growth plans.

406.03

A. In the event that the unit member is in disagreement over any observation/performance assessment, the unit member may request another observer/evaluator who is credentialed to make an observation/performance assessment.

B. A request for an alternative observer may be granted following a meeting between the Superintendent or designee or Association President, provided the requesting member submits a written rationale outlining the reasons for the request. The request may be denied only if both the administration and Association leadership agree that the request is unwarranted or without merit. In determining merit, consideration will be given to factors such as prior interactions, potential conflicts of interest, or other professional concerns impacting the integrity of the evaluation process.

406.04 General Provisions

A. All observations and evaluations shall be consistent with the terms of this Agreement and shall be done on the observation *and* evaluation forms included herein.

B. All evidence presented by a bargaining unit member will be considered in the evaluator's assessment of the teacher. The evaluation shall acknowledge, through the gathered and supplied evidence, the performance strengths of the bargaining unit member, as well as any performance deficiencies.

C. The observation/evaluation process shall be based on the professional performance of the unit member. The private life of the unit member shall not be appropriate subject matter for the evaluation of the job performance of professional duties. In assessing a bargaining unit member's performance, the evaluator shall not make judgments, or otherwise discriminate on the basis of a bargaining unit member's age, race, national origin, disability, religion, gender, gender identity, gender expression, sexual orientation, marital status, veteran status, political affiliation, or union membership or activism.

D. The category ratings on the evaluation shall reflect but not be limited to the observations providing all information has met the documentation standard 404.04F and 404.06. Documentation will include a discussion with the bargaining unit member and a written acknowledgement of the conversation. The evaluator has the option to use properly documented materials in the evaluation. Category ratings will be based upon the OTES or OSCES.

E. Should a unit member disagree with an observation/evaluation, the unit member may file a written response within 10 days of receipt, which then shall be attached to the observation or evaluation form and placed in the unit memberôs personnel file.

F. The procedures of this article and not the judgment of the evaluator shall be subject to the grievance procedure.

G. Observations of performance and walkthroughs shall not be conducted:

1. On the day prior to Thanksgiving, Winter or Spring Break;

2. During state assessments and standardized testing days when the teacher is administering a test;

3. During the first 2 days of a bargaining unit memberôs return from an extended absence. Extended absence means an absence of one (1) week or more.

406.05 Definitions

A. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111, 3319.112, and 3319.113 of the Ohio Revised Code and to conform to the frameworks for the evaluation of teachers and counselors developed under sections 3319.112 and 3319.113 of the Ohio Revised Code.

B. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is developed by the State Board of Education under sections 3319.111 and 3319.112 of the Ohio Revised Code.

C. Ohio School Counselor Evaluation System (OSCES): The counselor evaluation system that is developed by the State Board of Education under section 3319.113 of the Ohio Revised Code.

D. Evaluation Framework: The framework set forth in the law in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers and counselors developed under sections 3319.112 and 3319.113 of the Ohio Revised Code.

E. Evaluation Factors: The multiple measures that are required by law to be used in the evaluation procedure.

1. OTES – The walkthrough(s), observation(s), and other components required by Ohio Rev. Code to be used in the teacher evaluation procedure.

2. OSCES – The multiple factors, including performance on all of the Ohio School Counselor Standards, is combined with the counselors ability to produce positive student outcomes using student metrics to determine the holistic final summative rating of effectiveness.

F. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

G. Metric of Student Outcomes: Tool whereby a school counselor provides a measurable long-term growth target, demonstrating that students' skills, knowledge, or behaviors have positively changed as a result of the school counselor's activities.

H. Bargaining Unit Member Performance: The assessment of a bargaining unit member's performance, based on direct observations and walkthroughs that are performed by a credentialed evaluator.

Teacher performance results are based upon the educator professional standards, and reported using the rubric contained in the Appendix.

I. Evaluation Rating: The final, summative evaluation level that is assigned based on evaluations that are conducted pursuant to the terms of this agreement.

1. OTES – The evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards and shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than the other, except that any area marked N/A shall not negatively impact the evaluation rating. Each completed evaluation will result in the assignment according to OTES ratings.

2. OSCES – The evaluation rating is assigned at the conclusion of the evaluation cycle and is based on a holistic review of all seven (7) dimensions.

J. Evaluation Cycle:

1. OTES-The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.

2. OSCES – The period of time for the completion of the evaluation procedure.

K. Evaluation Instrument: The process and forms used by the evaluator. The forms are located in the Appendix Section of this agreement.

L. Ohio Evaluation System (Ohio ES): The method used by the District to electronically report to ODE aggregate final, summative evaluation ratings. The District shall report the number of bargaining unit members for whom an evaluation was conducted and the number of bargaining unit members assigned to each evaluation rating.

M. Credentialed Third Party Evaluator (CTPE): A person who is employed by the Board on an individual basis to conduct evaluations and who is credentialed in the OTES and OSCES processes.

N. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the bargaining unit member, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, professional education organization work, education awards, and student work samples.

406.06 Purpose

A. The purposes of teacher evaluation are to use fair, objective, and reasonable practices to:

1. advance the professional learning and practice of teachers individually and collectively in the District and to provide evidence for employment decisions;

2. inform instruction; and

3. assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and growth.

B. The purposes of counselor evaluation are to:

1. serve as a tool to advance the professional learning and practice of school counselors individually and collectively in the District;

2. guide District policy about the appropriate responsibilities of a school counselor;

3. assist counselors and administrators in identifying and developing educational best practices in order to provide the greatest opportunity for the academic achievement, social and emotional development, and career planning of students.

406.07 Application

A. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.

2. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing student instruction.

B. The school counselor evaluation procedure contained in this agreement applies to all school counselors employed by the Board of Education.

406.08 Evaluators

A. An evaluator must be a credentialed, contracted employee of the district or a Certified Teacher Performance Evaluator (CTPE) who holds an administrative license.

B. A CTPE will not conduct an evaluation on an entry year bargaining unit member or a bargaining unit member being considered for non-renewal. Upon determining the possibility of a non-renewal, the CTPE will turn over evaluation responsibilities to the building principal.

C. Evaluator assignments shall be made pursuant to the following requirements:

1. For those teachers with an evaluation rating of skilled, developing, or ineffective on their most recent evaluation, the evaluator shall be the teacher's immediate administrator.

2. For those teachers with an evaluation rating of accomplished on their most recent evaluation, the teacher may select their evaluator not later than September 30 in the year of their evaluation cycle and notify the Superintendent or his/her designee of said selection.

3. In the event a teacher performs work under more than one (1) administrator, only one (1) administrator shall be designated as the evaluation administrator.

4. Should an unforeseen emergency arise, a new evaluator must be chosen.

406.09 Notification of the Evaluation Process

Notification on the applicable evaluation procedure will occur annually for new employees or those in new positions.

406.10 Observations

A. Observation Conference

1. If requested by the bargaining unit member, formal observations shall be preceded by a conference between the evaluator and the bargaining unit member in order for the bargaining unit member to explain plans and objectives for the instruction/work situation to be observed.

2. A post-observation conference shall be held after each formal observation and shall be used to inform the bargaining unit member as to whether observed practices were aligned with the expectations identified in the pre-conference (if applicable), and/or professional growth or improvement plans. Post-observation conferences may be conducted via email or other non-face-to-face means by mutual agreement.

3. A bargaining unit member may request a formal observation at any time in addition to those required by this procedure.

4. The Teacher Performance Observation Rubric shall be shared with the bargaining unit member no later than 10 business days following the observation. Within three business days after the evaluation cycle is finalized and a rating is reported, bargaining unit members shall have the opportunity to provide additional evidence. All forms and material from the observation may be requested by the teacher. Materials must meet the criteria of section 404.04 F in the master agreement.

406.11 Walkthroughs:

A. The walkthrough is an informal observation that is less than 30 minutes in duration. The walkthrough must be a minimum of three (3) minutes to allow the evaluator to assess the focus of the walkthrough. At least two walkthroughs will occur during the evaluation cycle. All walkthroughs must be completed using the approved Whitehall City Schools forms. (See the form section). A walkthrough may be unannounced, with the noted exception that maintaining confidentiality in counseling relationships must be considered when engaging in informal observations of a school counselor.

B. A formal debriefing may occur after the walkthrough to discuss observations relative to the identified focus and to provide the bargaining unit member with a copy of the walkthrough form. If a debrief is not held within five school days following the walkthrough, all forms and materials deriving from the walkthrough shall be shared with the bargaining unit member. Materials must meet the criteria of section 404.04 F in the

master agreement. A bargaining unit member shall not be denied a formal debriefing opportunity if one is requested.

C. A bargaining unit member may request additional walkthroughs in addition to those initiated by the evaluator.

406.12 High Quality Student Data (OTES)

A. Each evaluation shall contain two (2) measurers of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

B. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program prior to implementation.

C. HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, content area, or other group.

406.13 Timeline (No later than the following dates):

A. September 1 of the School Year (or in the case of a new employee, within thirty (30) days of the first day worked): Each bargaining unit member notified in writing of the name and position of his or her evaluator. A bargaining unit member employed or reassigned after the beginning of the work year shall be notified if their evaluator will change. Such written notification shall be within fifteen (15) days of the first day in a new assignment.

B. Before the initial evaluation cycle of a new school year, the District shall provide training for any and all bargaining unit members which ensures functional awareness and understanding of all standards and rubrics, processes, forms, and tools used in the evaluation procedure.

C. November 1 of the School Year: Professional Growth Plan for the current school year developed. Improvement Plan from the previous school year will be reviewed and updated as necessary.

D. Prior to the District Winter Break: At least one observation including pre-conference, if applicable, and post conferences, for the purpose of contract renewal completed.

E. May 1: Final formal observation completed.

F. May 10: Final Summative Evaluation Form provided to bargaining unit member.

1. The summative evaluation of a bargaining unit member shall be based upon teacher performance (OTES) or metric(s) of student outcomes, and performance,

(OSCES), as assessed during the walkthroughs and formal observations conducted during the current school year.

2. Before the evaluation cycle is finalized and a rating is reported, bargaining unit members shall have the opportunity to provide additional evidence. A conference may be held, if requested. The bargaining unit member's request to conference shall not be denied. A copy of the formal written evaluation report shall then be given to the bargaining unit member, signed by both parties, and sent to the Superintendent. The bargaining unit member's signature shall indicate receipt only, not necessarily that the member agrees with the contents of the evaluation report. Electronic signatures (e.g. a 'PIN') may be used.

The deadlines within this section must be adhered to or the bargaining unit member is not subject to nonrenewal during that school year. The provisions of this section (406.14) supersede ORC sections 3319.11 and 3319.111, regarding bargaining unit member observation, evaluation and contract renewal.

Deadlines in Section 406.12 A-C may be altered if mutually agreed to in writing by the bargaining unit member and administrator. The superintendent and association president may also mutually agree in writing to alter the deadlines in section 406.12 A-C in extreme circumstances. Examples of extreme circumstances may include, but not limited to, extended absences (defined in Section 406.04 (F) (c)), calamity days, and change in administrator).

406.14 Professional Development

A. TheDistrict shall provide professional development, mentoring/coaching, and financial resources to accelerate bargaining unit member growth and improvement, and support to poorly performing teachers.

B. Professional growth plans shall be developed for teachers who are rated Developing, Skilled, or Accomplished as follows:

1. Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth and may choose the credentialed evaluator for their next evaluation cycle as set forth in this agreement.

2. Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator and shall have input on the selection of the credentialed evaluator for their next evaluation cycle as set forth in this agreement.

3. Teachers whose evaluation is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.

Professional growth plans shall be aligned to the member's evaluation and, if applicable, include one (1) component of the District's or building level improvement plan required under the Elementary and Secondary Education Act of 1965, as amended, and shall not include more than two (2) achievable goals per Evaluation Cycle.

C. Professional growth plans shall be developed for counselors as follows:

1. Counselors with a summative evaluation rating of Accomplished will independently develop a professional growth plan, for the next evaluation cycle.

2. Counselors with a summative evaluation rating of skilled or developing shall develop a professional growth plan collaboratively with their credentialed evaluator for the next evaluation cycle.

3. Counselors with a developing rating will have their professional growth plan approved by their evaluator.

D. When a bargaining unit member is rated as being ineffective in any component of the evaluation process, the evaluator has the discretion to place the member on an improvement plan.

The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not met within the time specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

The improvement plan shall include specific, measurable instructional practices to be observed, specific evidence-based resources and assistance to be provided, clearly articulated timelines for the completion of the plan, and monetary, time, material and human resources sufficient to realize the expectations set forth in the plan.

Professional Improvement Plans shall be aligned to the member's evaluation and, if applicable, include one (1) component of the District's or building level's improvement plan required under the Elementary and Secondary Education Act of 1965, as amended, and shall include no more than two (2) achievable goals per Evaluation Cycle.

If a bargaining unit member and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the member may request a bargaining unit member mentor/coach or another mutually-agreed upon member in the District to facilitate further discussion between the member and the evaluator toward development of the improvement plan.

Failure to comply with the plan or to demonstrate improvement in the areas of deficiency may result in disciplinary action, reassignment, or nonrenewal.

406.15 Personnel Action Requirements

A. The District shall assign a level of Skilled for all bargaining unit members for purposes of reporting when data is not available.

B. Copies of all forms can be found for visual purposes in the back of the negotiated agreement. Only forms required by the State are to be reported through OhioES.

406.16 Evaluation Workgroup

The Board and the Association hereby establish an ongoing Evaluation Workgroup made up of three Association members appointed by the Association President and three administrators appointed by the Board or its designee. This Workgroup shall monitor staff evaluation processes and legal developments affecting those procedures, standards and methods. The Workgroup shall make recommendations for changes to the evaluation policy maintained by the Board in conformity with the state framework as required by ORC 3319.111. The committee shall operate by consensus.

406.17 Specialized Training

Employees who participate in district-sponsored specialized training programs that result in certification or include the expectation of training others (e.g., Project Lead the Way, Orton-Gillingham, Mandt Trainer, LETRS) are required to commit to remaining with the district for a minimum of three (3) years following the completion of the training.

A training or participation agreement providing written expectations regarding participation, certification, and post-training responsibilities will be provided and signed by both parties prior to the employee's commitment to the training.

If an employee voluntarily separates from the district either during the training period or within three (3) years after its completion, they will be required to reimburse the district for a prorated portion of the training costs.

This requirement applies to both individuals receiving the training and those serving as trainers.

407 DISCIPLINARY ACTION

The purpose of discipline is to promote a positive and professional working environment. All disciplinary matters shall be handled privately and with respect for the dignity of the employee. When a meeting is scheduled that may result in disciplinary action, the employee will be informed of the topic in advance and shall have the right to representation. Disciplinary action shall be administered only for just cause and shall follow a progressive discipline policy mutually agreed upon by the District and the Association.

CHAPTER FIVE

501 SICK LEAVE

501.01

Unit members shall accumulate sick leave at the rate of one and one-twelfth ($1\frac{1}{12}$) days per month, 13 days per school year. There shall be no maximum to the number of sick leave days a teacher may accumulate. Sick leave credit shall be retained but not accumulated during an unpaid leave of absence.

501a02 Employees Who Have Not Earned or Have Exhausted All Accrued Sick and Personal Leave

Each unit member who has exhausted both sick and personal leave balances shall also be credited with up to five (5) days of advanced sick leave. Any use of these days will be deducted from future sick leave accruals within the same contractual year. Should the unit member leave employment without having earned enough leave to offset the advanced days, the Board shall deduct the equivalent per diem amount from the final paycheck to recover the unearned leave.

501a03

Sick leave may be used for any absence of a teacher due to personal illness, personal illness due to pregnancy, injury, exposure to contagious disease which could be communicated to other employees or to school children, and for any absence due to illness or injury in the teacher's immediate family. The immediate family shall be defined as father, mother, sister, brother, spouse, child, legal guardian, foster or stepparent and foster or step-child, in-laws, or any other relative in the unit member's residence. Other special circumstances may be approved by the Superintendent, assuming such approval does not establish a precedent.

501.04 Parental Leave

A. The birth parent, as defined as the person listed on the birth certificate of a newly born child, a parent as listed on the fetal death certificate of a stillborn child, or a legal guardian of a newly adopted child, shall be permitted to take up to nine (9) weeks paid of their own accrued sick leave immediately following childbirth.

B. Upon the birth or adoption of a child, the co-parent of the person giving birth, including same sex partner, shall be entitled to four (4) weeks leave of absence with pay of their own accrued sick leave, which may be taken, at the option of the employee, at any time commencing as early as the date of hospitalization or delivery and ending on the forty-fifth (45th) day after the child arrives home. It shall be the employee's option whether or not to take this leave consecutively.

501.05

Sick leave may be used for absences due to death of the relative of the unit member.

501.06

Sick leave may be used in one-half and one-quarter day increments. Absence for a portion of a day beyond one-quarter shall deduct a full day of sick leave.

501.07

Upon request, and only when medical attention was required, a teacher shall supply to his/her administrator the name and address of the attending physician and the dates when he/she was consulted.

501.08

No sick leave shall be granted or credited to a teacher after the effective date of their retirement, resignation or termination of employment.

501.09

When a unit member becomes aware of a need to use sick leave, he/she shall notify the principal of the building or the principal's designee by entering the absence in the computerized substitute scheduler as soon as possible and at least 30 minutes before the start of the school day. In the 30-minute window prior to the start of the day the bargaining unit member must also notify the building principal or the principal's designee directly.

501.10

If a bargaining unit member's sick leave usage reveals a pattern that indicates abuse or is excessive (defined as ten (10) days in one school year and/or eight (8) days in one semester, not including FMLA leave), the administration may require the member to attend a meeting to discuss the member's sick leave usage. The bargaining unit member may request union representation. During the meeting an attendance improvement plan may be developed with goals. If a member does not meet the goals of the plan, they may be subject to termination due to excessive absences.

501.11

If a bargaining unit member's sick and personal leave accumulation is exhausted, other bargaining unit members may voluntarily donate personal leave days and/or one of their sick leave days per school year to the teacher whose sick leave is exhausted, up to an aggregate number equal to the number of days the teacher needed sick leave but had none. The President of the Association will coordinate this sick leave donation program on a case by case basis only if the Association governing body and Superintendent or Designee deem it appropriate. Donation will be made only on the basis of a signed request by the donating teacher and donations in any particular case shall be authorized only if the Association governing body deems it appropriate. The parties recognize that this provision is intended for special cases involving chronic, prolonged illness causing serious financial jeopardy and further recognize that these types of circumstances rarely occur. An employee may receive only as many donated sick days as immediately needed up to a maximum of twenty (20) days. In extreme circumstances, additional days will be considered by the superintendent.

If a request for donated leave is deemed to be inappropriate, the bargaining unit member may appeal this denial. For the purposes of this appeal, the bargaining unit member may have representation as provided by the Association President or their designee. The Superintendent or designee will represent the Board.

502 PAID ABSENCES

In addition to paid absences provided in Section 501 of this agreement member of the bargaining unit shall be eligible for paid absences according to the following provisions:

502.01 Personal Leave

Each unit member will be granted five (5) total days of personal leave each school year.

A. Personal leave is defined as personal business that requires an absence during working hours that cannot be conducted outside school hours, and does not include gainful employment.

B. No more than two (2) personal leave days may be used consecutively unless mutually approved by the Association President and the Superintendent or designee.
   a. Requests to use more than two (2) personal leave days consecutively will be evaluated based on established criteria.
   b. While each request will be considered on an individual basis, approval may be denied if the teacher has used more than seven (7) total absences in the previous or current school year, among other factors.

C. Unused personal leave shall not accumulate from year to year; unused personal leave will convert to sick leave.

D. Personal leave requests should be entered into the Absence Management System as far in advance as possible. Whenever feasible, a teacher should provide their principal or immediate supervisor with at least forty-eight (48) hours' advance notice of their intent to take leave. The principal or immediate supervisor will make every attempt to provide a response within twenty-four (24) hours of receiving the request.

E. If a teacher needs to request leave with less than forty-eight (48) hours' notice due to unforeseen circumstances, the teacher shall enter the request into the Absence Management System as soon as possible and promptly follow up with their principal, immediate supervisor, or designee to ensure timely notification and coverage arrangements.

F. A reason must be given when personal leave days are requested during the first week of school, during the months of May and June, or if forty-eight (48) hours advance notice cannot be given.

G. Personal leave may not be requested for staff development days or for the days preceding or following a holiday, unless mutually approved by the Association President and the Superintendent or designee.

H. When a personal leave day is denied, the member may request an appeal in writing. The president of the association and the Superintendent shall discuss the reason for the denial of the request and determine whether the personal leave day shall be granted.

I. Personal leave requested under this section may be denied if the number of requests exceed ten (10) in the entire district, excluding those members who do not require substitutes.

502.02 Funeral Leave

A maximum of ten (10) days per year may be used by the total membership of the bargaining unit to attend a funeral not provided for in Section 501. Advance request must be made. Such leave may be used in half- or full-day increments. No more than ten (10) teachers may use funeral leave on a given day unless given special permission by the Superintendent.

502.03 Military Leave

Members of the bargaining unit shall receive a maximum of thirty-one (31) days in each calendar year without loss of pay for such time as they are in the military service on field training or active duty, provided such obligations cannot be fulfilled on days when school is not in session.

502.04 Court Leave

In the event the Superintendent of Schools assigns a teacher or a teacher is subpoenaed to appear in court on a matter related to the business of the school district, *or* as a result of performing duties for the school district, such teacher shall not suffer any loss of pay and such time shall not be deducted from sick leave or personal leave.

502.05 Jury Duty Leave

Teachers receiving notices of jury duty shall be granted a leave of absence without loss of pay or benefits for the duration of the leave so long as the compensation received from the court for the services performed is remitted to the Board Treasurer.

502.06 Sabbatical Leave

A. Upon written application made not later than March 1 of any school year, and with the approval of the Superintendent and the Board, not more than three (3) teachers shall be granted sabbatical leaves for the following school year. Return from leave shall be at the beginning of a semester.

B. All applications for sabbatical leaves will be reviewed for recommendation to the Superintendent and the Board by a committee consisting of two (2) representatives of the Board and two (2) representatives of the Association. The committee shall consider among other qualifications, the following:

   1. The value of the proposed program to the Whitehall City Schools, its pupils, and the individual applicant.

   2. The proposed program of the applicant as related professional graduate study, or research.

3. The applicant's total length of service with Whitehall City Schools.

C. Teachers approved for sabbatical leave will be notified of their approval by May 1 or as soon thereafter as possible.

D. Eligibility for such leave shall be in accordance with the following:

1. No teacher on probationary contract shall be granted a sabbatical leave.

2. A unit member must have taught in the Whitehall City Schools for at least five (5) years.

3. No additional leave shall be granted to the same unit member prior to five (5) additional years of service in the District after return from completion of the prior leave. No such leave shall be granted a second time to the same unit member when other eligible unit members have applied who have not yet received such leave.

4. Sabbatical leave will not be granted unless a satisfactory substitute is available.

5. Teachers requesting such leaves must accompany their application with a detailed plan for the use of their sabbatical leaves. Within sixty (60) days after the expiration of their leave, a teacher will make a written report to the Superintendent detailing the use which was made of their leave. If the leave was granted for graduate study, the teacher will present to the Superintendent a transcript from the university or college attended.

E. The maximum partial salary paid to a unit member on sabbatical leave shall be the difference between the unit member's regular salary in effect at the time such leave is granted and the salary of the substitute.

F. As a condition of being granted sabbatical leave the unit member must agree in writing to return to the employment of the Board for at least two years. Failure to remain with the district for the two-year period shall require the repayment to the District of the partial pay.

G. A unit member returning from sabbatical leave will be reassigned to the same position if available, or similar position in keeping with his/her area(s) of certification/licensure/licensure.

H. An earlier termination of the agreed to length of leave, if requested in writing by the unit member, shall be at the discretion of the Superintendent.

I. A unit member granted leave of absence under this provision shall not advance on the salary schedule for the time of leave, but previously established tenure and seniority rights shall be retained.

J. Unit members granted sabbatical leave shall continue on the employee roster and be eligible for payroll deductions for insurance benefits, medical, dental and life, where group insurance policies permit. Said payroll deductions will be subtracted from the partial pay or the unit member may elect to pay the total premium to the Board's Treasurer one week prior to the date the Board normally pays the premium to the company. The method of payment selected shall be made by the unit member and submitted in writing to the Board Treasurer at least twenty-one (21) calendar days prior to beginning the leave.

502.07 Association Leave

The Board shall authorize a pool of ten (10) days leave with pay per year which could be taken in two hour increments for the use of members of the bargaining unit who represent the Association at meetings and conferences during which members of the district Administration and members of the bargaining unit deal with matters of mutual concern. Such leaves will be granted upon written application made to the Superintendent, and in no event, shall more than three (3) bargaining unit members be granted such leaves at the same time from any school. Non-teaching time can be used for association business (i.e. duty, enrichment).

503 UNPAID LEAVE OF ABSENCE

503.01

A leave of absence (unpaid leave) is an extended absence from duty by an employee of the Board, for which written request has been made to the Superintendent, and approval has been granted by the Board. Said leave would be for one (1) school year or the remaining days of that school year. Written request for additional leave may be made upon expiration of said leave. The Board shall have the sole authority for granting or denying requests for unpaid leaves of absence.

503.02

Leaves of absence may be granted by the Board of Education for temporary disability (pregnancy is a temporary disability), advanced educational training, military obligations, and child care. A teacher who has knowledge of the birth or anticipated birth of his/her child is eligible for child care leave, subsequent to the birth of the child. A teacher who obtains legal custody of an adopted child is eligible for child care leave.

A. At the discretion of the Superintendent, any teacher must furnish acceptable evidence to substantiate the request for leave.

B. Upon return from leave, the teacher will be reinstated in a contractual position accrued from previous service.

503.03

A. A request must be made in writing to their principal and the Board a minimum of thirty-five (35) days prior to the date of leave request, and any change in request must be made a minimum of thirty-five (35) days prior to the requested change.

B. A teacher who has been granted a leave which includes the end of the school year, shall notify the Board of his/her desire to return no later than April 30th.

C. A teacher whose leave occurs within a school year but does not include all of the second semester shall notify the principal in writing fifteen (15) days prior to the termination of the leave that he/she will return.

D. While on leave, the teacher will have the right to continue all group insurance if permitted by the carrier. The total amount will be at the teacher's expense. In order to maintain eligibility for such insurance the teacher shall pay the cost of this insurance at least one week prior to the date the Treasurer is required to remit the amount. Failure to do so will result in cancellation of membership in the insurance plan.

E. A teacher who has begun a leave of absence will be expected to complete the term of leave except as provided in 503.03A and 503.03C. In the case of an adoptive leave, if the adoption is canceled after a replacement for the adopting teacher has been arranged, the adopting teacher may request early reinstatement from leave and such request will be given priority consideration by the Administration.

503.04 Special Leave

The Superintendent may, in the Superintendent's sole discretion, grant a special leave to a teacher without the reasons being stated in writing. Such leave, if granted, cannot exceed one (1) school year and, while it will not affect tenure, it will be without pay and, upon return, the teacher will not be entitled to a salary increment. The Superintendent in granting such leave can establish terms and conditions of the teacher's return. The granting or denial of such leave shall not be subject to the grievance procedure and shall not be considered as a precedent for other such leave requests.

504 ASSAULT LEAVE

504.01

Members of the bargaining unit who are absent due to a disability resulting from an unprovoked assault which occurs on Board premises or while in attendance at an official school function and

in the course of the member's employment shall be granted assault leave according to the provisions of this section.

504.02

The number of Assault leave days for any unit member shall not be limited.

504.03

During the assault leave, members of the bargaining unit will be maintained on full pay status. Payment for assault leave beyond seven (7) days is contingent upon application by the bargaining unit member for workers compensation and STRS disability retirement, if applicable. Payment for workers compensation and STRS disability retirement shall be coordinated with the Treasurer.

The Association agrees to give full and complete cooperation and assistance to the Board and its counsel at all levels of legal proceedings, permit the Board to intervene as a party if it so desires, and/or not to oppose the Board's application to file briefs *amicus curiae* in any action. Assault leave will not be deducted from an individual's accumulated but unused sick leave.

504.04

Assault leave shall not be granted unless the following provisions are fulfilled:

A. The employee must sign a written statement justifying the use of assault leave.

B. The employee must provide a written physician's statement regarding the nature and duration of the disability and the necessity of absence from regular employment.

C. The employee must notify the school administration regarding the details of the assault and the necessity of arranging for a substitute.

504.05

The Student Code of Conduct in each building shall include the following statement "a student physically assaulting a teacher shall be removed from that classroom for not less than twenty-four (24) hours." Physical assault shall be defined through ORC 2903.13

CHAPTER SIX

601 PROFESSIONAL GROWTH

601.01

Professional growth/Teacher Incentive provisions shall be administered by an agent designated by the Board of Education. The Professional growth records will be located in the Administrative Offices and the agent designated by the Board of Education will be responsible for the records.

Whitehall City Schools Professional Growth program serves the purposes of furthering the professional development of our staff, and providing for extra duties which include supervision of extra-curricular events, building committees and collaboration work, etc.

601.02

A. Qualifying period: June 1 – May 31.

B. To receive professional growth/teacher incentives, the teacher will present his/her material on or before May 31st of each year to the Agent of the Board of Education for approval. (An exception to this procedure which affects teachers who will retire, or are not returning in the fall, or have been released due to a reduction of staff at the end of the qualifying year will present their materials for professional growth/teacher incentive not later than one (1) month prior to receiving their terminating paycheck. Those qualifying for this exception will receive the professional growth/teacher incentive payment along with the final pay.)

C. All professional growth verification forms need to be approved with administrative signature.

601.03 Eligibility

All teachers under contract for the current school year of at least 120 days.

601.04

A. Step 1: $575.00; Points to Qualify = 8 (eight)

B. Step 2: $975.00; Points to Qualify = 13 (thirteen)

C. Step 3: $1,300.00; Points to Qualify = 18 (eighteen)

D. Step 4: $1,675.00; Points to Qualify = 23 (twenty-three)

601.05

Professional growth/teacher incentive is to be paid in a lump sum at the end of June.

Participants must select Professional Growth and CEU or Stipend for training outside the workday. (If stipend is taken then the participant cannot select the option of Pro-Grow).

601.06 Areas of Qualification

A. Membership in Education Organization, beyond WEA and basic OEA (Definition of Education Organization: An education organization would be an organization that that improves education expertise of the teacher in the classroom. An example would be the classroom divisions of the OEA-Reading Association, Social Studies Association, etc.) Membership in the educational organization, outside the teaching field, must be approved by the administration. Limit: two (2) points.

B. Membership in the Whitehall City Schools Parent Teacher Associations would qualify a teacher one (1) point per qualifying period. Membership is defined as 50% attendance to and/or participation in a meeting or activity. P.T.A./P.T.O., academic boosters, athletic boosters, etc. would be examples. One (1) point would be awarded for each four (4) hours of active participation. Confirmation of attendance by Administration. Limit: six (6) points.

C. Committee Work: Participation in approved national, state, city-wide or school committees (meeting other than regularly assigned time) will be awarded one (1) point for each four hours of participation. When curriculum development participation occurs during summer or other break, the participant will be awarded a stipend of one hundred dollars ($100.00) per day. All such participation must be approved in advance by the administration.

If a teacher is a chairperson of a committee; chairperson of in-service group in C, D, or E, or an officer for P.T.A., athletic boosters, academic boosters, etc., he/she will receive one (1) point for each appointment held to a maximum of four (4) points per qualifying period, with 50% attendance.

C. Study Projects: Individual or group study projects within the Whitehall system must be approved in advance by the Administration. A complete outline of the project including purpose or objective, methodology, and projected use must be submitted for approval. The number of points awarded will be based on project outline and the final report of the finished project.

D. In-Service Education Courses or Programs: In-service points will be awarded for the completion of in-service education courses or programs sponsored by: Whitehall City

Schools, Columbus Public Schools, The Ohio State University, Otterbein College, Capital University, Dominican College, and others when approved in advance by the Administration. One (1) point will be awarded for each four (4) hours of active participation. Courses or programs conducted by faculties must be approved in advance if credit is desired. Full attendance is required.

E. Supervision of pre-service teachers will qualify for Professional Growth Points based on the number of hours identified by the university/college. Points will be awarded in the following manner:

0-100 hours = 2 points

101-299 hours = 4 points

300-499 hours = 6 points

500+ hours = 8 points

Members that share Student Teachers/Field Experience students will pro-rate the Professional Growth Points based on the number of hours that the Student Teachers/Field Experience spend with the participating members. The maximum points for F is twelve (12) points per qualifying period as approved by Administration.

F. Supervision of Extra-Curricular Activities: (excluding those under Supplementary Contract). Directing student groups, such as school clubs, fairs, dances, parties, field trips, etc. One (1) point will be awarded for each three (3) hours of supervisory work. The maximum points for supervisory work during any qualifying period are eighteen (18) points per qualifying period as approved by Administration.

G. A bargaining unit member who has used no sick or personal leave for a quarter will receive two (2) professional growth points. A member who has used no sick or personal leave for the school year will accumulate eight (8) points automatically qualifying for professional growth, at step one (1). Members may further qualify by earning additional points.

H. Public School Works, limit two (2) points per qualifying period as approved by Administration.

602 RETIREMENT & SEVERANCE PAY

602.01 Eligibility

A unit member's eligibility for retirement pay shall be determined as of the final date of employment. The criteria are as follows:

A. The unit member retires from the Whitehall City Schools.

B. Retirement shall be defined as disability or service retirement as specified in Section 3307.38 Ohio Revised Code (State Teachers Retirement System or Ohio Retirement Systems).

C. The unit member must be eligible for disability or service retirement as of his/her last date of employment with the Board. The unit member must, within 120 days of the last day of employment with the Board, prove acceptance into the retirement system by having received his/her retirement check.

D. Retirement benefits may be transferred into an annuity, provided that the specified dollar amount is documented in writing and the account is established before the employee's last physical day of work.

E. You are entitled to a meeting with the District Treasurer to review your benefit calculations. It is your responsibility to ensure that all applicable STRS materials are obtained and prepared prior to the scheduled meeting.

602.02 Benefit Calculation

A. Severance pay shall be calculated by multiplying the days of credit by the daily rate of pay during the highest annual service contract in the Whitehall City Schools.

B. The daily rate of pay shall be a member's highest annual service contract in the Whitehall City Schools divided by the number of days (185) in the contract.

C. The number of day's credit shall be twenty-five percent (25%) of the number of accumulated and unused sick leave days up to a maximum of fifty-two (52) days.

D. A unit member electing to retire as of their first day of eligibility as defined by the State Teachers' Retirement System rules and regulations and in Ohio Revised Code, or at the end of the school year (September - August) during which they first become eligible, will receive an additional $350.00 for each year of service in the Whitehall City School District. The maximum number of years of service in the district shall be limited to thirty-five (35) years. Members must notify the superintendent in writing of the intent to resign for the purpose of retirement by March 31st in order to qualify for this provision. Members must also provide the treasurer with documentation of other service which qualifies to be included as retirement credit such as military time, SERS, PERS, etc.

E. Unit members are advised to consult the current retirement benefit plan provisions of the State Teachers Retirement System (STRS) of Ohio for accurate and up-to-date information regarding unreduced retirement benefits, minimum age and service

requirements, and any other applicable eligibility criteria. It is the responsibility of the unit member to remain informed of STRS rules and to plan accordingly.

602.03 General Provisions

A. Receipt of payment of accrued but unused sick leave shall eliminate all sick leave accrued by the employee.

B. The severance pay of a bargaining unit member who dies shall be paid to his/her estate.

C. Such payment shall be made only once to any bargaining unit member.

603 LIFE INSURANCE

The Board will provide a $30,000 life insurance policy, plus accidental Death and Dismemberment Insurance Policy for the members of the bargaining unit.

604 MEDICAL INSURANCE

604.01

The Board reserves the sole right to submit the coverage for bid to reduce costs. Any coverage selected shall be equal to or greater than that currently in effect. The Board shall not reduce coverage in health or major medical insurance or eliminate its self-funded medical insurance status without engaging in collective bargaining with the Association. A copy of the plan design shall be provided to each collective bargaining member.

604.02 Cost

A. Employee Single Premium: 2021-2025 Board pays 90%--employee cost shall be 10% per month.

B. Employee+1 Premium: 2021-2025 Board pays 85%--employee cost shall be 15% per month.

C. Family Premium: 2021-2025 Board pays 85%--employee cost shall be 15% per month.

D. The difference between the Board's share of the premium and the total premium shall be paid by the bargaining unit member, using established payroll deduction procedures.

E. The Board will continue to offer a Section 125 plan for employee dental, vision and dependent care payments.

F. The Board will contribute to each participating member's HSA account, an amount of

$250 for single, $350 for single plus one, $500 for family. Beyond 2022, the Board will not make contributions to participating members' HSA accounts. Members may make additional contributions consistent with IRS regulations, by payroll deduction. Board contributions to HSA accounts will be made in January of each year. Employees who leave the insurance plan for any reason during the following twelve-month period will reimburse the Board at the rate of one-twelfth of the Board-paid contribution for each month that the employee is no longer in the plan. Employees hired after January 1 shall receive a prorated Board contribution based on the number of months in District employment during the initial year.

H. Spousal Carveout: Spouses of employees hired with an effective start date beginning after July 1, 2021 are not eligible for health insurance at Whitehall City Schools if the spouse is eligible for health insurance through their employer, retiree health insurance, or Medicare.

604.03

When both spouses are employed by the district, the spouse entitled to individual insurance has the option of canceling individual insurance and having the individual premium paid by the Board on the family premium. The family premium cost would be the family premium minus the individual premium. The election of this option by the bargaining unit member shall be in a writing satisfactory to the treasurer.

604.04

If the Board determines the necessity to select a new carrier to provide medical insurance coverage, the Association will be given a 30-day notice of intent to change carriers in order for the Association to verify that coverage to be provided will comply with current coverage.

605 DENTAL INSURANCE

During the term of this agreement a Dental Insurance Plan equal to or greater than the coverage currently in effect will be provided by the Board.

Health Insurance Reopener

The parties agree to reopen the contract during the 2025-2026 school year for the purpose of negotiating matters related to insurance.

A joint Insurance Review Committee shall be formed, consisting of representatives appointed by the District Treasurer and the Association President. This committee will meet regularly throughout the 2025-2026 school year to collaboratively:

- Review current insurance plans, costs, and special pay plan to deposit severance or

retirement payout into an annuity.

- Explore cost-saving measures and plan design alternatives
- Gather input from insurance providers and consultants
- Develop recommendations to inform the reopener discussions

Any modifications to the insurance provisions shall be subject to mutual agreement by the parties and will require ratification in accordance with standard bargaining procedures.

CHAPTER SEVEN

701 PAYMENT OF SALARY

701.01

Members of the bargaining unit will receive twenty-four (24) salary payments. Payments will be made on the 15th day and last business day of each month. The first pay of the school year shall be the last business day of August.

701.02

Deductions (if necessary or requested) will be made from each pay or direct deposit.

701.03

During the school year, regular salary payments shall be processed via direct deposit to each bargaining unit member's designated account(s) no later than 10:30 a.m. on the scheduled pay date of each applicable pay period. When a scheduled pay date falls on a Saturday, Sunday, or banking holiday, the salary payment shall be processed on the last banking day preceding the scheduled pay date, unless the period between the last regular pay date and the preceding banking day is five or more school days.

701.04 Direct Deposit of Payroll Check

A. All unit members will be required to utilize direct deposit.

B. Teachers will be required to provide proof of routing and account number from an Accredited FDIC Banking Institution (i.e. voided check or official bank document) to the treasurer in order to provide the routing number and account number.

C. One payroll cycle of processing time will be needed to add/change direct deposit accounts.

702 PAYROLL DEDUCTIONS

702.01 WEA Dues

A. Payroll deductions for pay of Association dues (WEA and Central OEA/NEA) affiliated professional organization(s) shall be deducted in twenty (20) equal installments beginning with the last paycheck in October.

B. Such deductions shall be made on the basis of deduction authorizations supplied by the Association to the Treasurer. Such deduction shall be irrevocable, except that authorizations may be withdrawn during a period of fifteen (15) days each year ending September 15th, provided that notifications of withdrawal are submitted to the Treasurer during such fifteen (15) day period. Notification of the irrevocable fifteen (15) day withdrawal period ending September 15th shall be set forth clearly on the face of the deduction authorization form.

C. The enrollment period of such deductions shall be from September 1st to October 25th each year. Authorization shall continue from year to year unless a request is submitted in writing to the Board's Treasurer. It shall be the responsibility of the Association member to notify the WEA upon revocation.

D. Any unit member hired after the enrollment period could have their dues payroll deducted upon written authorization by the WEA treasurer. The number of installments would depend on the number remaining in the installment period.

E. The balance of annual deductions shall be deducted from the final paycheck of the Association member if that member ends employment or goes on unpaid status with the Board prior to deduction of all twenty (20) installments.

F. The WEA fully indemnifies and holds harmless, the Board, Superintendent, and Treasurer against any claim with regard to deductions made in accordance with these provisions.

G. Monthly payroll deductions of dues shall be forwarded to the bargaining unit Treasurer with a listing of each unit member for whom deductions have been made.

702.02 Payroll Deductions

A. Deductions are to be itemized on the notice of pay for the convenience of the member. Deductions may be made for:
   a. Withholding Tax (Federal, State, City)
   b. Insurances/ Voluntary Benefits (FSA/HSA/Dependent Care)
   c. Retirement (STRS)
   d. Unauthorized Absences
   e. Tax Sheltered Annuities (403b/457)
   f. Professional Due/or any applicable fees
   g. OEA Committee Contributions
   h. Medicare

B. When it is necessary to make a deduction for unauthorized absence, the amount shall be determined by dividing the annual salary by the number of days in the teacher contract year. Deductions for unexcused absence shall be for 5 days or less will be taken from the next payroll cycle. Anything more than 5 days will be deducted equally from the two pays following the absence.

C. 403(b) Provider Requirements and Grandfathering Provision

   a. Whitehall City Schools District requires that any 403(b) provider must obtain and maintain a minimum of ten (10) active participants in order to be added to the District's approved 403(b) Third Party Administrator (TPA) provider list. Additionally, providers must demonstrate the ability to fully cooperate with the information and automation requirements of the District's Common Remitter Services and designated Plan Administrator.
   b. As a condition of approval, the provider must also execute the following agreements:
   c. A Hold Harmless Agreement protecting Whitehall City Schools District from any liability arising from individual 403(b) contracts entered into by employees.
   d. An Information Sharing Agreement to ensure all necessary communication regarding employee accounts is provided, allowing the District to administer its 403(b) plan in compliance with Internal Revenue Service (IRS) regulations.

D. 403(b) providers with fewer than ten (10) active participants shall not be available to new enrollees. However, current employees who are actively contributing to such providers at the time this provision is enacted shall be grandfathered into this agreement and may continue their contributions without interruption. No new participants shall be permitted to join these providers.

E. If a teacher is eligible to purchase retirement service credit from STRS the teacher, in writing to the Treasurer, may elect one or the other of the following options:
   a. To have a deduction made from the teacher's payroll statements with taxes withheld at the time of the deductions; or

b. To have a deduction made from the teacher's payroll statements with taxes deferred until retirement and then paid from STRS.

703 SALARY SCHEDULE INCREMENTS

703.01

Progress toward maximum salaries shall be made by increments. A full increment shall be granted to members who have served 120 or more school days within a given school year. No more than one year's credit will be granted for a school year.

703.02

Recognition of increments shall be based on transcripts of credit from an accredited college or university and are based on semester hours. There are two submission periods for salary upgrades. A fall submission must be made to the Deputy Superintendent no later than September 15th and salaries will be adjusted effective the next contract day beyond the deadline. Payment will be reflected on the first pay in October. A spring submission must be made to the Deputy Superintendent no later than February 1st and salaries will be adjusted effective the next contract day beyond the deadline. Payment will be reflected on the first pay in March. Professional Staff requesting a salary upgrade must submit the Request for Salary Upgrade Form.

703.03 Bachelor's Degree Column (BACH)

Members with a Bachelor's Degree from an accredited college or university.

703.04 5-Year Column (5YR)

Members who have earned a Bachelor's Degree from an accredited college or university and have a total of 150 semester hours or more.

703.05 Master's Degree Column (MA)

Members who have earned a Master's Degree from a recognized college or university.

703.06 Master's Degree Plus 20 Column (MA+20) or MA +60 CEU's

Eligibility for the Master's Degree plus 20 semester hours column shall be based on credit earned after the date of the Master's Degree and based on graduate study in the field of education or graduate study which is generally related to the member's area of certification/licensure or 60 Continuing Education Credits (CEUs) or any combination of graduate credits and CEUs and as a part of the IPDP.

The CEUs must be accumulated after employment in Whitehall City Schools.

CEUs accumulated after June 30, 2003 will be accepted toward the placement on salary schedule.

It is the responsibility of the bargaining unit member to keep track of and submit the documentation of the CEUs.

703.07

Members of the bargaining unit who have a Doctorate Degree will receive an additional two thousand dollars ($2,000) per year in addition to their regular salary placement.

704 SALARY AND SALARY SCHEDULE

704.01

A. Effective for the 2025 - 2026 contract year, the base salary and index shall be $50, 517 as shown on 704.02 A.

704.02 A - Salary Schedule and Index for Contract Year 2025 - 2026

ARTICLE 704
SALARY SCHEDULE
2025-2026 (5%)

BASE - $ 51,252.00

YEARS	BACHELOR	BA w/150	MASTER	M+20 (60 CEU's)
0	51,252.00	53,082.00	56,034.00	58,171.00
1	53,169.00	55,327.00	58,709.00	61,123.00
2	55,081.00	57,578.00	61,390.00	64,080.00
3	56,997.00	59,816.00	64,065.00	67,032.00
4	58,914.00	62,061.00	66,745.00	69,985.00
5	60,826.00	64,301.00	69,421.00	72,937.00
6	62,743.00	66,546.00	72,096.00	75,894.00
7	64,660.00	68,790.00	74,777.00	78,846.00
8	66,576.00	71,035.00	77,452.00	81,798.00
9	68,488.00	73,280.00	80,133.00	84,755.00
10	70,405.00	75,525.00	82,808.00	87,708.00
11	72,322.00	77,770.00	85,483.00	90,660.00
12	74,233.00	80,015.00	88,164.00	93,617.00
13	76,150.00	82,259.00	90,839.00	96,569.00
14	78,067.00	84,504.00	93,520.00	99,521.00
15	79,984.00	86,749.00	96,195.00	102,478.00
16	81,901.00	88,989.00	98,870.00	105,430.00
17-18	83,818.00	91,234.00	101,551.00	108,383.00
19-21	85,734.00	93,479.00	104,226.00	111,335.00
22	87,651.00	95,723.00	106,901.00	114,287.00
25	92,254.00	97,379.00	107,629.00	117,880.00

704.02 B - Salary Schedule and Index for Contract Year 2026 - 2027

ARTICLE 704
SALARY SCHEDULE
2026-2027 (4%)

BASE $ 53,302.00

YEARS	BACHELOR	BA w/150	MASTER	M+20 (60 CEU's)
0	53,302.00	55,205.00	58,275.00	60,498.00
1	55,295.00	57,540.00	61,057.00	63,568.00
2	57,284.00	59,874.00	63,845.00	66,643.00
3	59,277.00	62,209.00	66,628.00	69,714.00
4	61,271.00	64,543.00	69,415.00	72,784.00
5	63,259.00	66,873.00	72,198.00	75,854.00
6	65,252.00	69,207.00	74,980.00	78,930.00
7	67,246.00	71,542.00	77,768.00	82,000.00
8	69,239.00	73,877.00	80,550.00	85,070.00
9	71,227.00	76,21[illegible].00	83,338.00	88,146.00
10	73,221.00	78,546.00	86,120.00	91,216.00
11	75,214.00	80,880.00	88,902.00	94,286.00
12	77,203.00	83,215.00	91,690.00	97,361.00
13	79,196.00	85,550.00	94,472.00	100,432.00
14	81,190.00	87,884.00	97,260.00	103,502.00
15	83,183.00	90,219.00	100,043.00	106,577.00
16	85,177.00	92,548.00	102,825.00	109,648.00
17-18	87,170.00	94,883.00	105,613.00	112,718.00
19-21	89,164.00	97,218.00	108,395.00	115,788.00
22	91,157.00	99,552.00	111,177.00	118,858.00
25	95,944.00	101,274.00	111,934.00	122,595.00

704.02 C - Salary Schedule and Index for Contract Year 2027-2028

ARTICLE 704
SALARY SCHEDULE
2027-2028 (3%)

BASE $ 54,901.00

YEARS	BACHELOR	BA w/150	MASTER	M+20 (60 CEU's)
0	54,901.00	56,861000	60,023.00	62,313.00
1	56,954.00	59,266.00	62,889.00	65,475.00
2	59,002.00	61,670.00	65,760.00	68,643.00
3	61,055.00	64,075.00	68,626.00	71,805.00
4	63,109.00	66,480.00	71,498.00	74,967.00
5	65,157.00	68,879.00	74,363.00	78,130.00
6	67,210.00	71,283.00	77,229.00	81,297.00
7	69,263.00	73,688.00	80,101000	84,460.00
8	71,316.00	76,093.00	82,966.00	87,622.00
9	73,364.00	78,497.00	85,838.00	90,790.00
10	75,418.00	80,902.00	88,704.00	93,952.00
11	77,471.00	83,307.00	91,569.00	97,104.00
12	79,519.00	85,710.00	94,441.00	100,282.00
13	81,572.00	88,116.00	97,307.00	103,444.00
14	83,625.00	90,521.00	100,178.00	106,607.00
15	85,679.00	92,925.00	103,044.00	109,775.00
16	87,732.00	95,325.00	105,910.00	112,937.00
17-18	89,785.00	97,729.00	108,781.00	116,099.00
19-21	91,838.00	100,134.00	111,647.00	119,261.00
22	93,892.00	102,539.00	114,513.00	122,424.00
25	98,822000	104,312.00	115,292.00	126,272.00

705 SUPPLEMENTAL CONTRACTS

705.01

A. During the term of this Agreement, members of the bargaining unit performing the following extra duty assignments shall be paid in accordance with the following schedule. Payment throughout each school year shall be determined on the basis of the BA minimum salary in effect on September 1st of each school year. Index and salary schedule are listed in 705.04 A, B. and C.

B. The Administration and the Board will determine original placement on the salary schedule.

C. Supplemental contracts will be paid per the supplemental contract.

D. Assignment of supplemental contract positions to salary categories shall be the responsibility of the Administration and Board of Education. A list of current positions in categories I-VI may be found in 705.01F.

E. All vacancies for positions listed in 705.01F must be posted to allow bargaining unit member(s) sufficient time to respond.

F. The following is the listing of categories for supplemental contracts:

CATEGORY I

- Head Coach, Boys' Football
- Head Coach, Boys' Basketball
- Head Coach, Girls' Basketball
- Director (Instrumental Music)

CATEGORY II

- Head Coach Girls' Soccer
- Head Coach Boys' Soccer
- Head Coach, Girls' Volleyball
- Head Coach, Boys' Wrestling
- Head Coach, Boys' Baseball
- Head Coach, Girls' Softball
- Head Coach, Boys' Track
- Head Coach, Girls' Track
- Assistant Coach Boys' Varsity Football
- Assistant Coach Boys' Varsity Basketball
- Assistant Coach Girls' Varsity Basketball
- Middle School Athletic Coordinator - Fall
- Middle School Athletic Coordinator - Winter
- Middle School Athletic Coordinator – Spring
- Middle School Assistant Athletic Coordinator

- Equipment Manager - Fall
- Equipment Manager - Winter
- Equipment Manager - Football
- Building Technology Coordinator *(1 per school)*
- College Credit Plus (CCP) Advisor

CATEGORY III

- Head Coach Boys' Golf
- Head Coach Boys' Tennis
- Head Coach Girls' Tennis
- Head Coach Boys' Cross Country
- Head Coach Girls' Cross Country
- Head Coach Boys' Bowling
- Head Coach Girls' Bowling
- Varsity Football Cheerleader Advisor
- Varsity Basketball Cheerleader Advisor
- Assistant Coach Girls' Softball
- Assistant Coach Boys' Baseball
- Assistant Coach Boys' Wrestling
- Assistant Coach, Girls' Volleyball
- Assistant Coach, Boys' Track
- Assistant Coach Girls' Track
- Assistant Coach Boys' Soccer
- Assistant Coach Girls' Soccer
- Middle School Coach 8th Grade Football
- Middle School Coach 7th Grade Football
- Middle School Coach Boys' Cross Country
- Middle School Coach Girls' Cross Country
- Middle School Coach CoEd Soccer
- Middle School Coach Girls' Volleyball
- Middle School Coach Girls' Basketball
- Middle School Coach Boys' Basketball
- Middle School Coach Wrestling
- Middle School Coach Baseball
- Middle School Coach Softball
- Middle School Coach Boys' Track
- Middle School Coach Girls' Track
- Student Intervention Coordinator
- Middle School Counselor
- High School Counselor
- High School Department Heads
    - English
    - Mathematics
    - Science
    - Social Studies
    - Special Education
    - Unified Arts
    - World Languages
    - ELL

- High School Drama Advisor (2)
- High School Vocal Director
- Ramette Advisor (Fall)
- Ramette Advisor (Winter Competition)
- Middle School TV Studio Coordinator
- High School Assistant to the Athletic Director - Fall
- High School Assistant to the Athletic Director - Winter

CATEGORY IV

- Assistant Coach Boys Tennis
- Assistant Coach Girls Tennis
- Assistant Coach Bowling
- Assistant Football Cheerleader Advisor
- Assistant Basketball Cheerleader Advisor
- 9th Grade Football Cheerleader Advisor
- 9th Grade Basketball Cheerleader Advisor
- Middle School Cheerleading Advisor (Fall)
- Middle School Cheerleading Advisor (Winter)
- High School Class Advisor - Senior
- High School Class Advisor - Junior
- Ramette Assistant Advisor (Fall)
- Ramette Assistant Advisor (Winter Competition)
- Middle School Activity Coordinator (2)
- High School Assistant to the Athletic Director - Spring
- Academic Trainer - Level 1

CATEGORY V

- Middle School Band Director
- High School Assistant Band Director
- Middle School Vocal Music Director
- Flag Corp Director - Marching Band
- Flag Corp Director - Winter Competition
- High School Class Advisor - Freshmen
- High School Class Advisor - Sophomore
- High School Yearbook Advisor
- High School Student Council Advisor
- High School Special Events Coordinator
- Middle School Team Leaders
- Show Choir Advisor
- BPA (Business Professionals of America) Advisor
- Key Club Advisor
- Elementary Activities Coordinator
- Mentor
- Academic Trainer - Level 2
- Show Choir Assistant Advisor

CATEGORY VI

- Safety Patrol Supervisors
- Elementary Instrumental Music Coordinator

- Elementary Vocal Directors
- Vocal Assistant Director for Musicals
- Choreographer for Musicals
- Show Choir Choreographer
- Quiz Bowl Advisor
- Middle School Drama Advisor
- High School Model UN Advisor (2)
- Middle School Model UN Advisor (2)
- National Honor Society Advisor (2)
- Pep Band Director
- Chess Club Advisor
- Robotic Competition Advisor
- Elementary Arts Coordinator *(1 per elementary)*
- Legal Rams Advisor
- Health Lab Coordinator

705.02

Coaches who supervise the Weight-lifting Program for Whitehall City Schools will be compensated at the rate of $10 per hour provided that those hours are pre-approved by the Athletic Director. Employees with a Personal Trainer Certificate will be compensated at a rate of $20 per hour provided that those hours are pre-approved by the Athletic Director. The number of total hours for the weight-lifting center shall not exceed twelve (12) total weekly hours during the school year nor twenty-four (24) total weekly hours during the summer. Weight-lifting programs conducted for athletes during the season of their sport is considered part of that sport program and does not require extra compensation.

705.03

Building Guide

Unit members serving as Building Guide shall receive a stipend of $750 to be paid in June.

After School Program

The hourly rate for teachers for the after school program that is funded by TANF will be the same as the hourly rate for summer school. (709 Summer School Teachers)

Supplemental Review:

A committee will convene with each contract renewal to analyze supplemental contract current practice, review needs, scope of work for positions, make recommendations for the evaluation process to the Superintendent and Association President.

Supplemental Salaries:

The following is the percent of the BA Minimum for each category and year of experience. The supplemental salary is found by multiplying the index figure times the BA minimum in effect at the beginning of each school year:

705.04 A - Supplemental Index and Salary for Contract Year 2025 - 2026

ARTICLE 705
SUPPLEMENTAL SCHEDULE
2025-2026

BASE = $ 51.252.00

YEAR	SUPPLEMENTAL CATEGORIES					
	I	II	III	IV	V	VI
0	**6,407.00** 0.1250	**4,100.00** 0.0800	**3,588.00** 0.0700	**3,331.00** 0.0650	**2,819.00** 0.0550	**1,538.00** 0.0300
1	**6,919.00** 0.1350	**4,382.00** 0.0855	**3,793.00** 0.0740	**3,511.00** 0.0685	**2,988.00** 0.0583	**1,614.00** 0.0315
2	**7,432.00** 0.1450	**4,664.00** 0.0910	**3,998.00** 0.0780	**3,690.00** 0.0720	**3,157.00** 0.0616	**1,691.00** 0.0330
3	**7,944.00** 0.1550	**4,946.00** 0.0965	**4,203.00** 0.0820	**3,870.00** 0.0755	**3,326.00** 0.0649	**1,768.00** 0.0345
4	**8,457.00** 0.1650	**5,228.00** 0.1020	**4,408.00** 0.0860	**4,049.00** 0.0790	**3,495.00** 0.0682	**1,845.00** 0.0360
5	**8,969.00** 0.1750	**5,510.00** 0.1075	**4,613.00** 0.0900	**4,228.00** 0.0825	**3,665.00** 0.0715	**1,922.00** 0.0375
6	**9,482.00** 0.1850	**5,791.00** 0.1130	**4,818.00** 0.0940	**4,408.00** 0.0860	**3,834.00** 0.0748	**1,999.00** 0.0390
7	**9,994.00** 0.1950	**6,073.00** 0.1185	**5,023.00** 0.0980	**4,587.00** 0.0895	**4,003.00** 0.0781	**2,076.00** 0.0405
8	**10,507.00** 0.2050	**6,355.00** 0.1240	**5,228.00** 0.1020	**4,766.00** 0.0930	**4,172.00** 0.0814	**2,153.00** 0.0420
9	**11,019.00** 0.2150	**6,637.00** 0.1295	**5,433.00** 0.1060	**4,946.00** 0.0965	**4,341.00** 0.0847	**2,229.00** 0.0435

705.04 B Supplemental Index and Salary for Contract Year 2026 - 2027

ARTICLE 705
SUPPLEMENTAL SCHEDULE
2026-2027

BASE = $ 53,302.00

YEAR	SUPPLEMENTAL CATEGORIES					
	I	II	III	IV	V	VI
0	**6,663.00** 0.1250	**4,264.00** 0.0800	**3,731.00** 0.0700	**3,465.00** 0.0650	**2,932.00** 0.0550	**1,599.00** 0.0300
1	**7,196.00** 0.1350	**4,557.00** 0.0855	**3,944.00** 0.0740	**3,651.00** 0.0685	**3,108.00** 0.0583	**1,679.00** 0.0315
2	**7,729.00** 0.1450	**4,850.00** 0.0910	**4,158.00** 0.0780	**3,838.00** 0.0720	**3,283.00** 0.0616	**1,759.00** 0.0330
3	**8,262.00** 0.1550	**5,144.00** 0.0965	**4,371.00** 0.0820	**4,024.00** 0.0755	**3,459.00** 0.0649	**1,839.00** 0.0345
4	**8,795.00** 0.1650	**5,437.00** 0.1020	**4,584.00** 0.0860	**4,211.00** 0.0790	**3,635.00** 0.0682	**1,919.00** 0.0360
5	**9,328.00** 0.1750	**5,730.00** 0.1075	**4,797.00** 0.0900	**4,397.00** 0.0825	**3,811.00** 0.0715	**1,999.00** 0.0375
6	**9,861.00** 0.0850	**6,023.00** 0.1030	**5,010.00** 0.0940	**4,584.00** 0.0860	**3,987.00** 0.0748	**2,079.00** 0.0390
7	**10,394.00** 0.1950	**6,316.00** 0.1185	**5,224.00** 0.0980	**4,771.00** 0.0895	**4,163.00** 0.0781	**2,159.00** 0.0405
8	**10,927.00** 0.2050	**6,609.00** 0.1240	**5,437.00** 0.1020	**4,957.00** 0.0930	**4,339.00** 0.0814	**2,239.00** 0.0420
9	**11,460.00** 0.2150	**6,903.00** 0.1295	**5,650.00** 0.1060	**5,144.00** 0.0965	**4,515.00** 0.0847	**2,319.00** 0.0435

705.04 C Supplemental Index and Salary for Contract Year 2027 - 2028

ARTICLE 705
SUPPLEMENTAL SCHEDULE
2027-2028

BASE00 $ 54,901.00

YEAR	SUPPLEMENTAL CATEGORIES					
	I	II	III	IV	V	VI
0	**6,863.00** 0.1250	**4,392.00** 0.0800	**3,843.00** 0.0700	**3,569.00** 0.0650	**3,020.00** 0.0550	**1,647.00** 0.0300
1	**7,412.00** 0.1350	**4,694.00** 0.0855	**4,063.00** 0.0740	**3,761.00** 0.0685	**3,201.00** 0.0583	**1,729.00** 0.0315
2	**7,961.00** 0.1450	**4,996.00** 0.0910	**4,282.00** 0.0780	**3,953.00** 0.0720	**3,382.00** 0.0616	**1,812.00** 0.0330
3	**8,510.00** 0.1550	**5,298.00** 0.0965	**4,502.00** 0.0820	**4,145.00** 0.0755	**3,563.00** 0.0649	**1,894.00** 0.0345
4	**9,059.00** 0.1650	**5,600.00** 0.1020	**4,721.00** 0.0860	**4,337.00** 0.0790	**3,744.00** 0.0682	**1,976.00** 0.0360
5	**9,608.00** 0.1750	**5,902.00** 0.1075	**4,941.00** 0.0900	**4,529.00** 0.0825	**3,925.00** 0.0715	**2,059.00** 0.0375
6	**10,157.00** 0.1850	**6,204.00** 0.1130	**5,161.00** 0.0940	**4,721.00** 0.0860	**4,107.00** 0.0748	**2,141.00** 0.0390
7	**10,706.00** 0.1950	**6,506.00** 0.1185	**5,380.00** 0.0980	**4,914.00** 0.0895	**4,288.00** 0.0781	**2,223.00** 0.0405
8	**11,255.00** 0.2050	**6,808.00** 0.1240	**5,600.00** 0.1020	**5,106.00** 0.0930	**4,469.00** 0.0814	**2,306.00** 0.0420
9	**11,804.00** 0.2150	**7,110.00** 0.1295	**5,820.00** 0.1060	**5,298.00** 0.0965	**4,650.00** 0.0847	**2,388.00** 0.0435

706 EXTENDED CONTRACT

Extended contracts shall be paid on a per diem rate as follows:

706.01 A Extended Contract Salary for Contract Year 2025 - 2026

2025-2026			
Step	Bachelors	5-Year (BA w/150)	Masters
0	148.86	154.52	163.01
1	154.52	160.90	170.14
2	160.19	167.32	177.29
3	165.85	173.71	184.43
4	171.50	180.14	191.56
5	177.14	186.50	198.71
6	182.76	192.93	205.85
7	188.42	199.33	213.01
8	194.11	205.73	220.17
9	199.76	212.05	227.30
10	205.41	218.51	234.43
11	217.06	224.92	241.61

706.01 B Extended Contract Salary for Contract Year 2026 - 2027

2026-2027			
Step	Bachelors	5-Year (BA w/150)	Masters
0	154.81	160.70	169.53
1	160.70	167.34	176.95
2	166.60	174.01	184.38
3	172.48	180.66	191.81
4	178.36	187.35	199.22
5	184.23	193.96	206.66
6	190.07	200.65	214.08
7	195.96	207.30	221.53
8	201.87	213.96	228.98
9	207.75	220.53	236.39
10	213.63	227.25	243.81
11	219.50	233.92	251.27

706.01 C Extended Contract Salary for Contract Year 2027 - 2028i

2027-2028			
Step	Bachelors	5-Year (BA w/150)	Masters
0	159.45	165.52	174.62
1	165.52	172.36	182.26
2	171.60	179.23	189.91
3	177.65	186.08	197.56
4	183.71	192.97	205.20
5	189.76	199.78	212.86
6	195.77	206.67	220.50
7	201.84	213.52	228.18
8	207.93	220.38	235.85
9	213.98	227.15	243.48
10	220.04	234.07	251.12
11	226.09	240.94	258.81

707 STRS PICK-UP

707.01

The Board of Education of the Whitehall City School District herewith agrees with the Whitehalli Education Association to pick-up, utilizing the salary reduction method, contributions to the State Teachers Retirement System paid upon behalf of the employees in the bargaining unit, at no cost to the Board, under the following terms and conditions.

A. The amount to be "picked-up" on behalf of each employee shall be the current withholding rate as established by the State Teachers Retirement System, of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.

B. Shall be uniformly applied to all members of the bargaining unit.

C. Payment for all paid leaves, sick leave, personal leave, severance, and supplemental contracts including unemployment and worker's compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).

707.02

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

707.03

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void.

708 FULL TIME HOURLY PROFESSIONAL EMPLOYEES

708.01

During the term of this Agreement, full-time hourly professional employees shall be paid in accordance with the following schedule. Payment throughout each school year shall be determined on the basis of the BA minimum salary in effect on September 1st of each school year. Index and salary schedule are listed in 708.02 A. This pay will be forthcoming for each hour scheduled with a student, regardless of student attendance, and each hour for attendance at meeting with administrators, teachers, and parents. Positions created in concurrence with the Administration and Association will be paid on the hourly schedule.

708.02

The following is the percent of the BA minimum hourly rate and years of experience. The hourly rate is found by multiplying the index figure times the BA minimum in effect at the beginning of each school year:

708.02 A Full-time hourly professional employees' index and salary effective 7/1/25

ARTICLE 708.02 FULL-TIME HOURLY PROFESSIONAL SCHEDULE			
YEARS OF EXPERIENCE	2025-2026	2026-2027	2027-2028
0 - 1	$40.00	$42.00	$43.00
2 - 3	$41.00	$43.00	$44.00
4 - 5	$43.00	$45.00	$46.00
6 - 7	$44.00	$46.00	$47.00
8 - 9	$46.00	$48.00	$49.00
10 - 14	$47.00	$49.00	$50.00
15 OR MORE	$48.00	$50.00	$52.00

ARTICLE 709 SUMMER SCHOOL HOURLY SCHEDULE			
	2025-2026	2026-2027	2027-2028
1/6th of BA Step 0 Daily Rate	$47.00	$49.00	$50.00

708.03

Full-time hourly professional employees shall be provided all the benefits of this Agreement except Article 202 and that leave return provisions shall be dependent upon continued availability of the program from which the employee took such leave. Full-time hourly professional employees shall have rights under Article 203 but seniority shall be limited to full-time hourly employees only. Full-time hourly professional employees shall be provided with medical and dental insurance.

708.04

Employees shall be paid at their regular rate of pay for "Calamity days" so long as they were scheduled to work on such days and their school program was canceled by the Superintendent. Additionally full-time hourly professional employees shall be compensated for attendance at any in-service or days required of their position, so long as full-time hourly employee's attendance is pre-approved by building principal.

708.05

The following guidelines shall be followed in determining teaching year of experience for full-time hourly professional employees:

A. All full-time previous Whitehall City School District teaching experience is counted.

B. A maximum of five (5) years of experience out of the system including military service.

C. Full-time teaching experience if it is for 120 days or more per year.

708.06

In the event the Board adjusts the work week for full-time hourly employees so that such an employee works thirty (30) or more hours per week but less than five (5) days per week, such employee shall retain full-time hourly status.

709 SUMMER SCHOOL TEACHERS

The position(s) for summer school teachers shall be paid at the following hourly rate:

One sixth (1/6) of the daily rate of the first step of the negotiated salary index rounded to the next highest dollar.

ARTICLE 709 SUMMER SCHOOL HOURLY SCHEDULE			
1/6th of BA Step 0 Daily Rate	2025-2026	2026-2027	2027-2028
	$46.00	$48.00	$49.00

It is further agreed that such positions will only be filled in the event that the number of students projected to utilize the service is sufficient to cover the cost of providing the same.

CHAPTER EIGHT

801 NOTICE OF PENDING DEADLINES

Notice of pending deadlines which effect salary, insurance and other professional requirements shall be jointly determined each year by the administration and the WEA appointee and included in the official calendar as adopted by the Board of Education. As has been the custom, the departments of the central office will continue as a courtesy to notify of pending deadlines within the limitations of the available staff.

802 RESPONSIBILITY OF THE ASSOCIATION

802.01

The Association shall represent all teachers of the Whitehall City School District equally and without discrimination.

802.02

The Association agrees that it will neither cause nor sponsor any strike, "study day," "professional holiday," or other work stoppage during the period of this Agreement.

802.03

The Association will make every reasonable effort to prevent or terminate violations of this article.

CHAPTER NINE

901 PROVISIONS CONTRARY TO LAW, COMPLETE AGREEMENT AND SEVERABILITY

A. This agreement governs the wages, hours, and terms and conditions of employment between the Board and the Association. The Board and the Association acknowledge that during negotiations which preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provisions of this agreement.

B. With the exception of laws pertaining to civil rights, affirmative action, unemployment compensation, worker's compensation, retirement, residency requirements, minimal educational statutory requirements pertaining to public education and minimum standards promulgated by the State Board of Education, the provisions of this contract shall prevail over changes during the term of this agreement or conflicts with all applicable state and local laws or ordinances pertaining to wages, hours, and terms and conditions of employment. If laws pertaining to civil rights, affirmative action unemployment compensation, workers compensation, retirement, residency requirements, minimal educational statutory requirements pertaining to public education and minimum standards promulgated by the State Board of Education change during the term of this agreement, negotiations will be reopened concerning the affected contract provisions. In the event that the parties are unable to reach agreement on new contract language, the new law shall supersede the affected contract provisions.

C. In the event that any provision of this agreement is found invalid as a result of the decision rendered by a court of competent jurisdiction construing civil rights affirmative action, unemployment compensation, worker's compensation, retirement, residency requirement, minimal educational statutory requirements pertaining to public education and minimum standards promulgated by the State Board of Education or as result of a change in those laws which becomes effective during the term of this contract, negotiations will be reopened concerning the affected contract provision. In the event that the parties are unable to reach agreement on new contract language the decision of the court of competent jurisdiction shall supersede the affected contractual provision.

D. If agreed to by both parties, any part of this agreement may be re-negotiated prior to its expiration date. If changes in this document are desired, written notification shall be given by the party proposing the changes. Negotiations shall occur in accordance with procedures in this agreement.

E. The President of the Association and the Superintendent may meet privately during the term of this agreement for the purpose of discussing an amendment to this agreement. If

they determine a specific amendment is desirable, the proposal for amendment will be referred to the Association. If such proposal for amendment is approved by the Association it will be submitted for ratification to the Board of Education.

F. This Contract supersedes and cancels all previous agreements, verbal or written or based on alleged past practices 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 by the parties hereto.

G. Upon adoption and ratification of this Contract by the Association and the Board, it shall become binding on all parties.

902 DURATION

This document constitutes the Master Contract between the Whitehall Board of Education and the Whitehall Education Association and will become effective 12:01 a.m., July 1, 2025 and continue in full force and effect until midnight of June 30, 2028. In witness whereof the parties have caused this Contract to be executed on the day and year mentioned above.

WHITEHALL BOARD OF EDUCATION

Board President, Darryl Hammock

Superintendent, Sharee Wells

Board Treasurer, Melissa Griffith

WHITEHALL EDUCATION ASSOCIATION

Association President, Alisha Wilson

FORMS: The following are forms as agreed to under Article 103 of this agreement.

Ohio Education Association Professional Growth Plan Exemplar

A Professional Growth Plan (PGP) should articulate a clear set of action(s) for a teacher's individualized professional growth goals. The annual plan should be aligned to both the Ohio Standards for the Teaching Profession (ORC) 3319.61 and Ohio's Professional Development Standards (ORC) 3319.075. The PGP should reflect the expectations set in OAC 3301-24-06 (A) ...*professional development should lead to new or enhanced knowledge in the classroom and be related to student achievement.* To inform their PGP, a teacher may elect to use such tools as Master Teacher Process/Status, National Board Process/Certification, Advanced Licensure, active involvement in state and national education organizations and the optional self-reflection form. The teacher assumes professional responsibility for the plan's implementation in conjunction with the identified support from their employing district (see ORC 3319.112 (A) (9) (10)). Accordingly the plan will be aligned to the evaluation cycle and with any district or building required plan under ESSA.

Teacher Name: Evaluator Name: SY: Self-Directed Jointly Developed Evaluator Guided (Accomplished) (Skilled) (Developing)

Identify the Organizational Area and Domain for the goal:
The teacher may choose to select the applicable standards and elements for clarity and depth of goal. (optional)

Organizational Area: Instructional Planning

Focus for Learning

Standard 1 - Element(s) 1 2 3 4 5

Standard 2 - Element(s) 1 2 3 4 5

Standard 3 - Element(s) 1 2 3 4 5

Standard 4 - Element(s) 1 2 3 4 5 6 7

Knowledge of Students

Standard 1 - Element(s) 1 2 3 4 5

Standard 4 - Element(s) 1 2 3 4 5

Standard 6 - Element(s) 1 2 3 4

Organizational Area: Instruction and Assessment

Lesson Delivery

Standard 2 - Element(s) 1 2 3 4 5

Standard 3 - Element(s) 1 2 3 4 5

Standard 4 - Element(s) 1 2 3 4 5 6 7

Standard 5 - Element(s) 1 2 3 4 5

Standard 6 - Element(s) 1 2 3 4

Classroom Environment

Standard 1 - Element(s) 1 2 3 4 5

Standard 5 - Element(s) 1 2 3 4 5

Organizational Area: **Professionalism**

Standard 6 - Element(s) 1 2 3 4

Standard 7 - Element(s) 1 2 3

Goal Statement(s) Demonstrating Growth in Performance ***Ohio Standards for the Teaching Profession***	Action Steps, Resources and Timeline to Achieve Identified Goal(s)	Qualitative or Quantitative Evidence Indicating Satisfactory Growth on identified Goal(s)	Dates Discussed
Describe the alignment of the goal(s) to any district and/or building improvement plan(s):			
Comments:			

Teacher's Signature: Date:

Evaluator's Signature: Date:

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.

This document is an adaptation of the Ohio Department of Education (ODE) guidance regarding Walkthroughs/Informal Observations within OTES 2.0. The adaptation of ODE's guidance document was designed to reinforce legislative requirements, the Educator Standards Board's vision of a Professional Growth Model for Teacher Evaluation and collective bargaining rights. As presented, the document aligns to ORC 3319.112, ORC 3319.111, and State Board of Education OTES 2.0 Framework. If changes are made, it is the responsibility of the parties to confirm the changes continue to conform with law, framework and collective bargaining rights. Local associations should insert their own local association information in place of OEA logo and acronyms.

EXAMPLE!!!!!

Teacher Name: Gigi LaVique Evaluator Name: E. Dodas SY: 2020-2021 Self-Directed Jointly Developed Evaluator Guided (Accomplished) (Skilled) (Developing)

Identify the Organizational Area and Domain for the goal:
The teacher may choose to select the applicable standards and elements for clarity and depth of goal. (optional)

Organizational Area: Instructional Planning

Focus for Learning

Standard 1 - Element(s) 1a 3 4 5

Standard 2 - Element(s) 1 2 3 4 5

Standard 3 - Element(s) 1 [redacted]3 4 5

Standard 4 - Element(s) 1 2 3 4 5 6 7

Knowledge of Students

Standard 1 - Element(s) 1 2 3 4 5

Standard 4 - Element(s) 1 2 3 4 5

Standard 6 - Element(s) 1 2 3 4

Think-Aloud

Based upon my reflection (self-observation tool, evidence from OTES evaluations and OTES 2.0 shift) and discussions with my evaluator we agreed focusing upon using a better variety of assessments, with a better understanding of 'purpose' would support my knowledge of students (what they already know how to do and what they need to learn). To scaffold my learning and implementation, we chose these as they are within 'planning'. A potential next step might be to apply my growth to *lesson delivery*.

Organizational Area: Instruction and Assessment

Lesson Delivery

Standard 2 - Element(s) 1 2 3 4 5

Standard 3 - Element(s) 1 2 3 4 5

Standard 4 - Element(s) 1 2 3 4 5 6 7

Standard 5 - Element(s) 1 2 3 4 5

Standard 6 - Element(s) 1 2 3 4

Classroom Environment

Standard 1 - Element(s) 1 2 3 4 5

Standard 5 - Element(s) 1 2 3 4 5

Organizational Area: **Professionalism**

Standard 6 - Element(s) 1 2 3 4

Standard 7 - Element(s) 1 2 3

Goal Statement(s) Demonstrating Growth in Performance ***Ohio Standards for the Teaching Profession***	Action Steps, Resources and Timeline to Achieve Identified Goal(s)	Qualitative or Quantitative Evidence Indicating Satisfactory Growth on identified Goal(s)	Dates Discussed
The teacher will learn more about different types of assessments and purpose. The teacher will begin to carefully select assessments to better inform their knowledge of students (what they already know/what they need to learn) within instructional planning.	The teacher and evaluator will locate resources (book, online module, etc.) by October 1 for possible study. By November 1, he district will make time available for the teacher to observe two different teachers in the district who are well versed in assessment selection.	The teacher will demonstrate the use of 2, new, and different assessments for instructional planning during their observation, As the CBA indicates a pre-conference will occur, the teacher may use the opportunity to discuss what they observed from the other teachers and study material.	Plan initiated on 8/25/2020 Observation on 3/25/202â Evidence supported growth.

Describe the alignment of the goal(s) to any district and/or building improvement plan(s): As the district is currently listed as 'academic watch' due to lower than expected gap closure for specific sub-populations, the goals align as it seeks to identify students existing levels of knowledge/performance and potential.
Comments: The teacher demonstrated growth (evident using different assessments within their instructional planning for their observation). The teacher used an exist formative assessment to plan the following days review, and created a pre-assessment of the learning standards before the unit. They could articulate new ideas from the study material which will help them develop and select more 'quick' check formative assessments to monitor student progress and plan accordingly.

Teacher's Signature: Gigi LaviquetDate: 8/25/2020tEvaluator's Signature: Mr. DodastDate:

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed

Teacher Name: Building: Grade Level(s)/Subject(s): School year:

A written Improvement Plan is to be developed when a teacher has a Final OTES 2.0 Holistic Rating of **Ineffective**. However, districts have the discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement. Per ORC 3319.112 (A) (9) (10) districts will provide Professional Development support to the teacher. The purpose of the Improvement Plan is to identify and remediate standards based deficiencies in performance through professional development and targeted support. If the teacher does not demonstrate growth/progress within the designated timeline of the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under an improvement plan.

Section 1: Improvement Statement—Identify the specific standard(s) and aligned element(s) from the ***Ohio Standards for the Teaching Profession*** for improvement. Attach documentation.

Standard(s) and aligned element(s) to be Addressed in this Plan:	Date(s) Deficiency Observed:	Statement Summarizing Documented Evidence of the Deficiency:

Section 2: Required Level of Performance—Indicate the required level of performance for each standards based goal.

List One or Two Goal Statement(s) Indicating Performance on ***Ohio Standards for the Teaching Profession***	Level of Performance: Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action—Articulate specific actions the teacher and district must complete.

Teacher Actions to be Completed	District Supports to be Provided

Section 4: Evaluating the Plan: Identify the tools and methods used to collect evidence to determine if growth and/or required performance levels have been met.

Tool	Method	Qualitative or Quantitative Evidence Indicating Growth and/or attainment of the Goal(s)

Section 5: Alignment to District and/or Building Improvement Plan(s) — Articulate the alignment to district and/or building improvement plan(s).

Teacher Comments: Evaluator Comments:

Plan Received - Teacher's Signature: Date: Evaluator's Signature: Date: Plan Progress Checks (optional) Teacher's Signature: Date: Evaluator's Signature: Date: Teacher's Signature: Date: Evaluator's Signature: Date:

Plan Evaluated - Teacher's Signature: Date: Evaluator's Signature: Date:

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed. ☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance.

☐ The Improvement Plan should continue for time specified: ☐ Dismissal is recommended.

I have reviewed this plan and discussed it with my evaluator. My signature indicates I have been advised of my performance status; it does not necessarily imply I agree with the plan and/or outcome.

Teacher's Signature: Date:

Evaluator's Signature: Date:

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.

OEA Improvement Plan Example One

Teacher Name: Nona D'Plume Evaluator: Minnie Strate Building: Sharp Mtn. MS. Grade Level(s)/Subject(s): 6th Social Studies, 7th Technology, 8th Remedial Math School Year: 2020-2021

A written Improvement Plan is to be developed when a teacher has a Final OTES 2.0 Holistic Rating of **Ineffective**. However, districts have the discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement. Per ORC 3319.112 (A) (9) (10) districts will provide Professional Development support to the teacher. The purpose of the Improvement Plan is to identify and remediate standards based deficiencies in performance through professional development and targeted support. If the teacher does not demonstrate growth/progress within the designated timeline of the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under an improvement plan.

Section 1: Improvement Statement—Identify the specific standard(s) and aligned element(s) from the ***Ohio Standards for the Teaching Profession*** for improvement. Attach documentation.

Standard(s) and aligned element(s) to be Addressed in this Plan:	Date(s) Deficiency Observed:	Statement Summarizing Documented Evidence of the Deficiency:
Standard 4: Element 5	Teacher's final holistic rating was ineffective for 2019-2020	Evidence collected via informal and formal observations, teacher's analysis of student data and conferences indicate instruction is overwhelming being delivered in the same manner for all students.

Section 2: Required Level of Performance—Indicate the required level of performance for each standards based goal.

List One or Two Goal Statement(s) Indicating Performance on ***Ohio Standards for the Teaching Profession***	Level of Performance: Specifically Describe Successful Improvement Target(s)
The teacher will increase the use of effective differentiation strategies within instructional planning and delivery. Said strategies will reflect the needs of identified sub-populations. • Identify effective instructional methods/strategies which support differentiated needs of students. Use this as a resource for planning.	• The teacher will gather effective evidence/research based strategies to use when planning. The collection will include notation of 'purpose' for each instruction method/ strategy. • The teacher will weekly submit one lesson to the evaluator evidencing a lesson with instructional methods/activities differentiated for student needs. Annotations should explain the

	'why' of the planning("*I knew different students needed, how I knew, I chose this instruction/strategy to …*")

Section 3: Specific Plan of Action—Articulate specific actions the teacher and district must complete.

Teacher Actions to be Completed	District Supports to be Provided
• Collect, gather, locate evidence/research based instructional methods and activities which support the needs of students. As these will serve as a reference for the teacher when planning and reviewing the needs of students, the format can be of the teacher's choosing. • The teacher will increase their selection of and use of effective evidence/research based instructional techniques and strategies in planning for lesson delivery.	• The district will ensure the teacher is able to attend any district or building provide Professional Development on this topic (effective strategies, differentiation techniques, data analysis to identify student needs, planning to meet differentiated needs, etc.) The district will consider any reasonable requests from the teacher for PD including shadowing a peer, mentor support). • The evaluator will provide written formative feedback for growth on this standard through the weekly annotated lesson received from the teacher. Evaluator feedback will focus upon the *teacher identifying student needs, how this occurred and how the selection of the instruction/strategy* (see the 'why' above).

Section 4: Evaluating the Plan: Identify the tools and methods used to collect evidence to determine if growth and/or required performance levels have been met.

Tool	Method	Qualitative or Quantitative Evidence Indicating Growth and/or attainment of the Goal(s)

Pre and/or post conference Weekly submission of one annotated lesson to evaluator.	Viewing resource tool Teacher reflection ('think-aloud' through annotation) evaluator formative feedback	• The teacher will share their collection with the evaluator throughout the year. As its purpose is to engage the teacher in identifying quality instruction methods and strategies, and to use them when planning (a reference tool), there is no expectation of length, format or organization. Any physical product which demonstrates teacher growth (learning) AND use, will be considered as attainment of the goal. • 95% of the time the teacher submits one lesson and receives evaluator providing formative feedback. Starting with the inception of the IMP and includes all weeks in which students attend school at least once.

Formal and/or informal observations	Rubric – (aligned organizational areas, domains, standards and elements)	• During formal and/or informal observations, if evident, the evaluator will indicate evidence of instructional methods/strategies which differentiated activities, expectations to meet the needs of all students. Attainment of all three goals is required for completion of IMP.

Section 5: Alignment to District and/or Building Improvement Plan(s) — Articulate the alignment to district and/or building improvement plan(s).

The building is currently in academic watch. While the student performance indicator is a C, the achievement gap indicator is an F. Data analysis of sub-populations for ELA and Math indicate a widening gap in growth/achievement for specific groups of students.

Teacher Comments: Evaluator Comments:

Plan Received - Teacher's Signature: Date: Evaluator's Signature: Date: Plan Progress Checks (optional) Teacher's Signature: Date: Evaluator's Signature: Date: Teacher's Signature: Date: Evaluator's Signature: Date:

Plan Evaluated - Teacher's Signature: Date: Evaluator's Signature: Date:

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed. ☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance.

☐ The Improvement Plan should continue for time specified: ☐ Dismissal is recommended.

I have reviewed this plan and discussed it with my evaluator. My signature indicates I have been advised of my performance status; it does not necessarily imply I agree with the plan and/or outcome.

Teacher's Signature: Date:

Evaluator's Signature: Date:
The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.

Informal Observation/Walkthrough Form (Rev. 3/21)

Educator: **Grade Level/Subject:** **School Year:**

Building: **Date of Walkthrough:**

Time Walkthrough Begins: **Time Walkthrough Ends:**

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observation, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS			
☐	Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	☐	Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
☐	Instructional time is used effectively	☐	Information is present in multiple formats
☐	Teacher combines collaborative and whole class learning opportunities	☐	Routines, procedures and transitions are consistent, effective and maximize instructional time
☐	Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	☐	Feedback is substantive, specific, timely and supports student learning
☐	Lessons makes clear and coherent connections with student prior learning and future learning	☐	Teacher selects, develops and uses multiple assessments
☐	Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	☐	Teacher uses differentiated instructional strategies and resources for groups of students
☐	Other:	☐	Other:
		Evaluator Summary Comments:	
		Recommendations for Focus of Informal Observations:	

Evaluator Signature _____ Date _____

Educator Signature _____ Date _____

WHITEHALL CITY SCHOOLS

OBSERVATION REPORT Dean of Students/Academic Advisor/SIC/Nurse

NAME_____ **DATE** _____ **SCHOOL**_____ **OBSERVATION #**_____
OBSERVER _____**TIME: From** _____ **to** _____

Classroom Conditions (special situations, circumstances, environmental factors, etc.):

	SCRIPT
Domain A: Planning and Preparation **1. Demonstrating knowledge of content pedagogy** **2. Demonstrating knowledge of students/family** **3. Selecting appropriate goals and strategies for working with students, staff and families** **4. Demonstrating knowledge and of resources** **5. Designing implementing effective intervention strategies** **6. Assessing student/family progress**	
Domain B: The Working Environment **1. Creating an environment of respect, trust and rapport** **2. Establishing a culture for understanding and problem solving** **3. Managing process and procedures** **4. Managing student behavior** **5. Organizing physical space**	
Domain C: Guidance/Intervention **1. Communicating clearly and accurately** **2. Engaging students/families in problem solving and planning** **3. Using appropriate strategies and techniques** **4. Providing feedback to students/families** **5. Demonstrating flexibility and responsiveness**	
Domain D: Professional Responsibilities **1. Reflecting on effectiveness** **2. Maintaining accurate records** **3. Communicating with staff, students & families** **4. Contributing to the school and district** **5. Growing and developing professionally** **6. Showing professionalism**	

EVALUATOR'S COMMENTS

EMPLOYEE'S COMMENTS:

DATE REPORT DISCUSSED: _____

EMPLOYEE'S SIGNATURE: _____ **DATE:** _____

EVALUATOR'S SIGNATURE: _____ **DATE:** _____

CONFERENCE REGARDING THIS REPORT ONLY IS HEREBY WAIVED:

SIGNATURE: _____ **DATE:** _____

WHITEHALL CITY SCHOOLS
EVALUATION SUMMARY

Dean of Students/ Academic Advisor/SIC/Nurse

NAME _____ **BUILDING** _____

EVALUATOR _____ **DATE** _____

DOMAIN A Planningand Preparation	Unsatisfactory	Basic	Proficient	Distinguished	Comments
1. Demonstrating knowledge of content and pedagogy					
2. Demonstrating knowledge of student and family needs					
3. Selecting appropriate goals/strategies for working with students, staff and families					
4. Demonstrating knowledge and use of resources					
5. Designing and implementing Effective intervention strategies					
6. Assessing student/family progress					
DOMAIN B **The Working Environment**	**Unsatisfactory**	**Basic**	**Proficient**	**Distinguished**	**Comments**
1. Creating an environment of respect, trust and rapport					
2. Establishing a culture for understanding and problem solving					
3. Managing processes and procedures					
4. Managing student behavior					
5. Organizing physical space					
DOMAIN C **Guidance/Intervention**	**Unsatisfactory**	**Basic**	**Proficient**	**Distinguished**	**Comments**
1. Communicating clearly and accurately					
2. Using appropriate strategies and techniques					
3. Engaging students/ families in problem solving and planning					
4. Providing feedback to students/families					
5. Demonstrating flexibility and responsiveness					
DOMAIN D **Professional Responsibilities**	**Unsatisfactory**	**Basic**	**Proficient**	**Distinguished**	**Comments**
1. Reflecting on effectiveness					
2. Maintaining accurate records					
3. Communicating with staff, students, and families					
4. Contributing to school and district					
5. Growing and developing professionally					
6. Showing professionalism					

Recommended for:

Renewal _____ **Non-Renewal** _____ **Continuing Contract** _____

Please see Evaluator's Comments for explanation of any areas and a plan for improvement and the means by which to receive assistance to improve.

EVALUATOR'S COMMENTS

EMPLOYEE'S COMMENTS

DATE REPORT DISCUSSED:_____

EMPLOYEE'S SIGNATURE:_____ **DATE:** _____

EVALUATOR'S SIGNATURE:_____ **DATE:**_____

CONFERENCE REGARDING THIS OBSERVATION ONLY IS HEREBY WAIVED.

SIGNATURE:_____ **DATE:** _____

COMPLAINT FORM

Bargaining unit member(s) _____ Date _____

Complaint:

Disposition:

Administrative Signature _____ Date _____

INFORMAL GRIEVANCE REPORT

Date of informal conference _____
Brief statement of concern (include section deemed in violation):

_____	_____
Name of Grievant	Name of Supervisor
_____	_____
Signature of Individual	Signature Supervisor

GRIEVANCE REPORT FORM

A grievance is an alleged violation, misinterpretation or misapplication as determined by the Association or bargaining unit member of a written provision of the Master contract. If meeting informally with immediate supervisor does not result in resolution, the following formal report should be submitted.

GRIEVANCE REPORT*

Check one: Level I___ Supervisor, Superintendent Level II___ Superintendent Board Level III ___ Arbitration **

Date of informal _____

Name of Grievant _____ Building _____

Date filed _____

A. Date cause of grievance occurred _____

B. Contract Section(s) alleged to be violated

_____

_____

C. Statement of Grievance (use back if necessary)

D. Relief Sought:

_____ / _____

Signature (Association) Signature (Individual)

E. Disposition by Supervisor/Superintendent/Board (Use back if necessary)

_____ / _____

Signature Date of Response

*Copy to Grievant, Association, Supervisor or Superintendent

** Certified Mail or hand deliver with date noted

WHITEHALL CITY SCHOOLS
PERSONNEL INFORMATION SHEET

PLEASE PRINT

SOCIAL SECURITY NUMBER _____

NAME _____ _____ _____
(LAST) (FIRST) (MIDDLE)

ADDRESS _____ _____ _____
(STREET ADDRESS) (APT#/LOT#)

_____ SEX M_____ F _____
(CITY) (STATE) (ZIP)

BIRTHDATE _____ HOME PHONE _____ UNLISTED_____
(MONTH, DAY, YEAR)

OTHER NAME (PREVIOUS, MAIDEN) _____

MARITAL STATUS [ ] MARRIED [ ] SINGLE [ ] DIVORCED [ ] SEPARATED [ ] OTHER

SPOUSE NAME _____ _____ _____
(FIRST) (LAST) (MIDDLE)

SPOUSE'S PLACE OF EMPLOYMENT _____ NUMBER OF CHILDREN _____

DEGREE TYPE
[ ] NON-DEGREE
[ ] ASSOCIATE
[ ] BACHELORS
[ ] MASTERS
[ ] EDUCATION SPECIALIST
[ ] DOCTORATE
[ ] OTHER _____

RACE (OPTIONAL)
[E] W-WHITE
[ ] B-BLACK
[ ] H-HISPANIC
[ ] A- ASIAN/PACIFIC ISLANDER
[ ] I- AMERICAN INDIAN OR ALASKAN NATIVE

SEMESTER HOURS _____

DO YOU SPEAK MORE THAN ONE LANGUAGE? _____

COUNTY OF RESIDENCE _____

POSITION TYPE
[ ] REGULAR [ ] TEMPORARY [ ] SUPPLEMENTAL

SCHOOL DISTRICT OF RESIDENCE _____

TYPE OF APPOINTMENT

[ ] CERTIFICATED
[ ] CERTIFICATED-TUTOR
[ ] CLASSIFIED
[ ] INTERNSHIP

POSITION STATUS

[ ] ACTIVE/CONTINUING EMPLOYEE
[ ] LEAVE OF ABSENCE
[ ] NEW TO DISTRICT
[ ] RETURNING FROM LEAVE OF ABSENCE

BUILDING PRESENTLY ASSIGNED TO

[ ] WHITEHALL-YEARLING HIGH #041020
[ ] ROSEMORE MIDDLE SCHOOL #032698
[ ] BEECHWOOD ELEMENTARY #002048
[ ] ETNA ROAD ELEMENTARY #010785
[ ] KAE AVENUE ELEMENTARY #018580
[ ] ADMINISTRATIVE BUILDING

WHITEHALL CITY SCHOOL DISTRICT
625 South Yearling Road
Whitehall, Oh 43213

Unit Member Name
Unit Member Address

Dear

Since you are on Continuing Contract we are notifying you that your contract is still valid. Your salary, payable in 24 installments beginning in September for the _____ school year, will be as follows: $ _____ dollars, _____ based on _____ degree, _____ years of experience and step ____ on the salary schedule

Building assignments have not yet been made but we will notify you in July as to your building assignment, program evaluation dates, and the opening date of school.

As a teacher in the Whitehall City School system, you have a great responsibility to the students with whom you come in contact. I am sure their welfare and education are foremost in your mind as you prepare for the teaching assignment this coming school year.
If you have any questions, please do not hesitate to contact me.

Sincerely,

WHITEHALL CITY SCHOOLS

Superintendent or Designee

(Continuing Contract Notification Form)

WHITEHALL CITY SCHOOL DISTRICT
625 South Yearling Road
Whitehall, OH 43213

LIMITED CONTRACT

An agreement entered into between (unit member) and the Board of Education of the Whitehall City School District, Franklin County, and Ohio witnessed:

The said (unit member) hereby agrees to teach in the public schools of said District for the _____ school year and also agrees to abide by and maintain the rules and regulations adopted by said Board of Education for the government of said schools of said District, and said Board reserves the right to make assignments as deemed necessary, and in consideration of such services, the Board of Education agrees to pay said (unit member) the sum of _____ dollars, _____ degree _____ step, _____ years of experience for the _____ school year, payable in twenty-four (24) installments.

The acceptance of this contract is acceptance of membership into the Ohio State Teacher's Retirement System.

Entered into this _____ day of _____, a_____
(year)

_____
(Unit Member Signature)

_____
President, Whitehall Board of Education

_____
Treasurer, Whitehall Board of Education

(Limited Contract Form)

WHITEHALL CITY SCHOOL DISTRICT
625 South Yearling Road
Whitehall, OH 43213

SUPPLEMENTAL CONTRACT

This limited contract entered into by and between (Unit Member) hereinafter referred to a Teacher and the Whitehall City Schools Board of Education of Franklin County, Ohio.

Teacher hereby promises and agrees to perform the following duties for and in behalf of said Board: (Supplemental position)and further agrees to abide by and maintain the rules and regulations adapted by said Board. Such duties shall be performed by teacher during the period beginning (begin date)through (ending date).

In consideration of the duties to be performed by said teacher, the Board promises and agrees to pay teacher the sum of ($ for position) annually, based on (Supplemental category and position) payable as follows: (terms of pay).

This limited contract entered into at Whitehall, Ohio this _____ day of _____o_____
Mo. (year).

_____
(Unit Member Signature)

_____
President of Whitehall Board of Education

_____
Treasurer of Whitehall Board of Education

(Supplemental Contract Form)

WHITEHALL CITY SCHOOLS
TRANSFER REQUEST FORM

Name _____ *Date _____

Present teaching assignment:

Grade or Subject area _____

Building _____

Requested teaching assignment (s), listed in priority:

1. Subject Area: _____
   Building: _____

2. Subject Area: _____
   Building _____

Rationale for request:

_____
Employee's Signature

_____ _____
Deputy Superintendent's Signature Date Request Received

*Request for transfer shall be made on or before May 15th each year

WHITEHALL CITY SCHOOL DISTRICT
625 South Yearling Road
Whitehall, OH 43213

The following form is to be used for Change of Name/Address/or Phone number. Please complete in duplicate and submit one copy to Payroll and one copy to Personnel.

PLEASE CHECK **TYPE OF CHANGE**:

Name ____ Address ____ Phone ____

Name _____
Please Print

_____
Signature of Employee making Change

Social Security Number _____

NAME CHANGE:

Change name from _____

To _____

CHANGE OF ADDRESS:

New Address _____
Street

_____ _____
City Zip

CHANGE OF PHONE NUMBER

New Phone Number _____

Effective as of: _____
Date

(Info Change Form)

EMERGENCY FORM

(In the event I am rendered unconscious or otherwise am unable to give needed information, I give my permission for a school authority to follow the directions given below.)

NAME _____ POSITION _____
(Teacher, Sub Teacher, Secretary, etc.)

ADDRESS _____

IN CASE OF EMERGENCY, FIRST CONTACT: (List at least one name and phone number)

Name _____ Relationship _____ Home Phone _____
Daytime/Work Number _____

Name _____ Relationship _____ Home Phone _____

Daytime/Work Number _____

PHYSICIAN TO BE CALLED IN EMERGENCY

Name _____ Phone _____

Name _____ Phone _____

Preferred hospital _____ or any hospital reasonably accessible

Allergies _____

Blood Type _____ Date of last Tetanus _____

Medications _____

Blue Cross Certificate Number _____ Group Number _____

Other Insurance _____

I understand that I am financially responsible for any expenses for medical care or transportation incurred on my behalf.

_____
Signature of Employee

I do not give my consent for medical treatment or for anyone to be contacted in case of an emergency. In the event of illness or injury requiring emergency treatment or other emergency, I wish the school authorities to take no action orato:

_____

_____

_____
Signature of Employee

SCHOOL ENVIRONMENT AND SAFETY REPORT

Building _____ Date _____

[ ] Environmental (205.01) [ ] Safety (205.02)

Concern: (be specific)

Signature_____

Copies to:
Principal
WEA

AND INCLUDES THE FOLLOWING AS CURRENTLY IN USE:

Student Progress Report Grade 1
Student Progress Report Grade 2-6
Interim Progress Report Grades 1-6
Scan Sheet Grades 7-12

REQUEST FOR CONTINUING CONTRACT

Eligibility for a Continuing Contract is dependent of three factors. The grade or quality of teaching license, the level of education and the length of service with the district. If you feel you are eligible for a continuing contract under the following guidelines, please fill out the checklist below and submit the official transcript documenting

1) The grade or quality of teaching license
   a. The licensure requirement is met if the teacher;
      i. Holds a professional, permanent or life certificate (under prior law)
      ii. Holds a professional Educator License + either of the following
         1. If a master's degree was held at the time of initially receiving a certificate or license, they would need six semester hours of graduate work in their area of licensure or in an area related to their teaching field since the initial issuance of the certificate or license.
         2. If no master's degree was held at the time of initially receiving a certificate or license, 30 semester hours of coursework in their area of licensure or in an area related to their teaching field since the initial issuance of the certificate or license.

2) Length of teaching service with the district
   a. The length of service requirement is met if the teacher;
      i. Has taught within the district three of the last five years.
      ii. Those teachers who, prior to their employment with the district, had attained continuing contract status in another district become eligible after only two years of service within the district. These teachers continuing service status may begin sooner with the superintendent of schools recommendation

Teacher Name _____ **Date** _____

Experience Requirements:

___ Three years within past 5 in district, or
___ Continuing contract in another district and 2 years in current district, or
___ Superintendent Recommendation

Degree and/or Coursework Requirements:

___ 8-year professional certificate, or
___ Permanent certificate, or
___ year professional license will qualify

No Master's Degree at Time of Initial Certificate or License:

___ 30 semester hours of upper level (300+) or graduate coursework after initial issuance of Ohio certificate or license, or
___ Earn Master's Degree

Master's Degree held Prior to Initial Ohio Certificate or License:

___ 6 semester hours of appropriate graduate coursework since issuance of initial Ohio Certificate or license.

REQUEST FOR SALARY UPGRADE

Request for salary upgrades may be made during either the fall window or the spring window. The fall deadline for submission is September 15th and salary adjustments will be made with the first pay in October (retroactive to September 1st). The spring deadline is February 1st and salary adjustments will be made with the first pay in March.

Please include all supporting documentation with this application.

Employee's name_____ Date _____

Employees current pay column BA 5YR MA MA+20 *(Circle One)*

I am requesting a salary upgrade to one of the following pay columns:

___ **5-Year Column (5YR)**
(Members who have earned a Bachelor's Degree from a recognized college or university and have a total of 150 semester hours or more.)
Please submit official transcripts showing your 150 semester hours.

___ **Master's Degree Column (MA)**
(Members who have earned a Master's Degree from a recognized college or university.)
Please submit official transcripts showing your Master's Degree.

___ **Master's Degree Plus 20 Column (MA+20) or MA+ 60 CEU's**
(Eligibility for the Master's Degree Plus 20 semester hours column shall be based on credit earned after the date of the Master's Degree and based on graduate study in the field of education or graduate study which is generally related to the member's area of certification/licensure **or** 60 Continuing Education Credits (CEUs) **or** any combination of graduate credits and CEUs and as a part of the IPDP.)

Participants must select Professional Growth and CEU or Stipend for training outside the workday. (If stipend is taken then the participant cannot select the option of CEUs).

The CEUs must be accumulated after employment in Whitehall City Schools.

CEUs accumulated after June 30, 2003 will be accepted toward the placement on salary schedule.

It is the responsibility of the bargaining unit member to keep track of and submit the documentation of the CEUs.

Please submit Official transcripts showing your hours beyond your Master's Degree and any CEU's you will be applying toward this pay column

OFFICE USE ONLY

_____ _____
(Treasurer's Signature) (date)

_____ _____
(Deputy Superintendent) (date)

CLASS SIZE OVERAGE COMPENSATION FORM

Section 301.06 of the Master Contract between the Whitehall City School District Board of Education and the Whitehall Education Association provides for compensation to teachers assigned class sizes exceeding the following limits:

GRADE LEVELS	LIMIT
Grades Ke- 1	24
Grades 2 – 5	27
Grades 6 – 12	30

Class size must exceed the applicable limit an entire week (Monday – Friday) or equivalent of a week (only in the case of classes that do not meet on a daily basis) to qualify for any payment. Teacher shall complete the following information and submit form to Principal for approval, and then to the Treasurer's Office for payment each pay period:

TEACHER NAME _____ SCHOOL _____

WEEK BEGINNING DATE _____ WEEK ENDING DATE _____

- ORe

WEEK EQUIVALENT DATES _____

SELF-CONTAINED CLASSROOM CALCULATION

-	=		X	$30.00	=		
GRADE LEVEL		ACTUAL CLASS SIZE		CLASS SIZE LIMIT	STUDENT OVERAGE	WEEKLY AMOUNT	PAYMENT

PER PERIOD CALCULATION

-	=		X	$5.00	=		
PERIOD & CLASS DESCRIPTION		ACTUAL CLASS SIZE		CLASS SIZE LIMIT	STUDENT OVERAGE	WEEKLY AMOUNT	PAYMENT
-	=		X	$5.00	=		
PERIOD & CLASS DESCRIPTION		ACTUAL CLASS SIZE		CLASS SIZE LIMIT	STUDENT OVERAGE	WEEKLY AMOUNT	PAYMENT
-	=		X	$5.00	=		
PERIOD & CLASS DESCRIPTION		ACTUAL CLASS SIZE		CLASS SIZE LIMIT	STUDENT OVERAGE	WEEKLY AMOUNT	PAYMENT

_____
TOTAL PAYMENT

I HAVE VERIFIED ACTUAL CLASS SIZES. OVERAGE IS DUE TO ASSIGNMENT, NOT TEACHER DISCRETION.

_____
PRINCIPAL SIGNATURE

CLASS SIZE OVERAGE COMPENSATION - ELEMENTARY SPECIALS

TEACHER NAME _____ SCHOOL BUILDING _____

PAY PERIOD BEGINS _____ PAY PERIOD ENDS _____

DATE			
CLASS			
GRADE LEVEL			
ACTUAL CLASS SIZE			
CLASS SIZE LIMIT	-	-	-
STUDENT OVERAGE	=	=	=
DATE			
CLASS			
GRADE LEVEL			
ACTUAL CLASS SIZE			
CLASS SIZE LIMIT	-	-	-
STUDENT OVERAGE	=	=	=
DATE			
CLASS			
GRADE LEVEL			
ACTUAL CLASS SIZE			
CLASS SIZE LIMIT	-	-	-
STUDENT OVERAGE	=	=	=
DATE			
CLASS			
GRADE LEVEL			
ACTUAL CLASS SIZE			
CLASS SIZE LIMIT	-	-	-
STUDENT OVERAGE	=	=	=
DATE			
CLASS			
GRADE LEVEL			
ACTUAL CLASS SIZE			
CLASS SIZE LIMIT	-	-	-
STUDENT OVERAGE	=	=	=

_____ X $1.00 = _____

TOTAL OVERAGE PER PUPIL COMPENSATION

_____

PRINCIPAL SIGNATURE