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# **Master Agreement**

**Between the**

**Warren Local Education Association**

**and the**

**Warren Local Board of Education**

**June 30, 2011 -- June 30, 2014**

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## ARTICLE I

### RECOGNITION AGREEMENT AND NEGOTIATIONS PROCEDURE

- A. This agreement is the collective bargaining agreement between the Warren Local School District Board of Education (the “Board”) and the Warren Local Education Association (the “Association”) a division of OEA, NEA.
- B. The Board recognizes the Association as the exclusive representative for the members of the bargaining unit, which shall consist of:
  - 1. All full-time and regular part-time certificated Bargaining Unit Members employed by the Board under a regular teaching contract. Regular part-time certificated Bargaining Unit Members are those who are contracted to work on a regularly scheduled basis.
  - 2. Those certificated Bargaining Unit Members who are employed by the Board to fill a vacancy caused by another Bargaining Unit Member who is to be on leave of absence for one hundred twenty (120) or more contractual days in a given school year upon completion of forty-five (45) consecutive contractual days of service in the same position. The employment contract of individuals so employed shall automatically and without any action of the Board expire at the end of the school year.
- C. Employees excluded from the bargaining unit include: superintendent; assistant superintendent(s); administrative assistants or specialists; treasurer; principals; assistant principals; full-time technology coordinator; homebound tutors; casual substitutes; and any other confidential, supervisory or management level employees as defined in Section 4117.01 of the Ohio Revised Code. All other full-time and regular part-time certificated employees shall be included in the bargaining unit.
- D. Recognition of the Association as the exclusive representative of members of the bargaining unit shall be for the term of this written contract without challenge as provided for in Section 4117.04(A) and 4117.05(B) of the Ohio Revised Code.
- E. Negotiations Procedure
  - 1. Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14(C)(2)(6) and any other procedures to the contrary.
  - 2. If either party wishes to terminate, modify, or negotiate a successor agreement, it must serve written notice of that intention upon the other party not less than sixty (60) days prior to the expiration of this Agreement. Upon timely service of such notice, the parties shall collectively bargain in good faith to reach a successor

agreement. At the first bargaining session both the Association and the Board shall submit their complete initial proposals for a successor agreement. In the event that both parties agree to bargain the intent of a successor agreement prior to writing specific language, the parties shall exchange a list of the items to be discussed rather than a complete initial proposal. Neither party may submit additional proposals unless the other party agrees.

3. If no agreement is reached by the fourteenth (14th) calendar day preceding expiration of this Agreement, or some other mutually agreed date, both parties shall request the services of the Federal Mediation and Conciliation Service. The mediator shall have the authority to hold bargaining sessions or conferences with representatives of the parties.
4. When tentative agreement on a successor contract is reached by the representatives, it shall be submitted to the Association within seven (7) days for ratification. Upon ratification by the Association, the Board shall meet within seven (7) days thereafter for approval. If both parties agree, an alternate time frame may be used for ratification and approval.

## **ARTICLE II**

### **GRIEVANCE PROCEDURE**

#### **A. DEFINITIONS**

1. “Grievance” shall mean a claim by a Bargaining Unit Member(s) or the Association that there has been a violation, misinterpretation or misapplication of this Agreement. Where the alleged grievance involves an individual, that individual’s name shall appear on the grievance forms.
2. A grievance procedure is a method by which an individual or group of employees can express a problem or dispute without fear of reprisal and obtain a fair hearing at progressively higher levels.  
  
“Grievant” shall mean the Bargaining Unit Member(s) or the Association having a grievance.
4. A “day” in this section shall mean a work day. The number of days indicated at each level shall be considered as maximum and shall be adhered to in expediting the procedure. If a grievance begins in, or extends into, the months of June, July or August a mutually agreed upon timeline may be utilized.
5. The “appropriate supervisor” shall mean the lowest level supervisor with the authority to resolve the grievance.

B. INTENT

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

C. PROCEDURE

1. Time limits stipulated should be adhered to strictly as maximums to ensure rapid resolution of problems and issues concerned. Lack of adherence to the time limits by the Grievant shall result in the declaration that resolution has been obtained by the last level of hearing. Lack of adherence to the time limits by the administration shall advance the grievance to the next step in the procedure. Time limits may be extended only by mutual agreement of all parties concerned.
2. Informal Level  
  
Within twenty (20) days of an event or condition that a Bargaining Unit Member(s) or the Association considers a grievance, he/she shall discuss the problem with the appropriate supervisor. The Grievant may do this alone or with his/her official Association representative. The Grievant shall state that it is an informal meeting under the Grievance Procedure.
3. Level One-Formal  
  
In all levels of the formal proceedings, official Grievance Report Forms shall be made in triplicate-one (1) for the aggrieved; one (1) for the Administration; and, one (1) for the Association.

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

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

4. Level Two

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

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

5. Level Three

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

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

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

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

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

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

#### D. MISCELLANEOUS

1. Nothing in this procedure shall be construed so as to deny the Association or its representative the right to redress before an appropriate administrative agency or through the court, if such a course seems to them at their sole discretion more appropriate. Nevertheless, where a matter is covered by this contract and subject to the grievance procedure, a Grievant(s) must exhaust his/her (their) remedy through the grievance procedure prior to going to court. Nothing in this procedure shall be construed to deny the individual, the Association, or its representatives the right to seek redress by the law.
2. No Bargaining Unit Member(s) may be represented by any bargaining unit organization other than the Association in any grievance procedure initiated pursuant to this procedure, however, no Bargaining Unit Member(s) shall be required to be represented by the Association.
3. No Bargaining Unit Member(s) shall be denied the right to legal advice and/or counsel in any of the levels above.
4. A grievance may be withdrawn at any level without prejudice or record, but once a specific grievance has been withdrawn, it may not be refiled. However, should the same situation arise again, this in no way limits a Bargaining Unit Member(s) from filing a new grievance.

5. Grievance hearings at all levels shall be at a time and place which will afford a reasonable opportunity for all persons involved to attend, but not during pupil contact time or regularly scheduled school hours whenever possible.
6. Copies of all written decisions of grievances shall be sent to all parties involved, the Association President, the Grievant, and the appropriate administrator.
7. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in procedures described in this Agreement.
8. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered, placed in interschool mail, or mailed by certified mail, return receipt requested. It is the responsibility of the Grievant to keep the Board informed as to the current mailing address.
9. Forms for processing grievances shall be made available through members of the Association Grievance Committee.
10. Records of proceedings, exclusive of arbitration awards, shall be destroyed after three years of the date formal proceedings were inaugurated.
11. Parties of interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits. Under ordinary circumstances, parties of interest shall include the grievant and an association representative, unless other parties are subpoenaed or the Association President and the Superintendent agree that the presence of other parties is required.
12. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.

### **ARTICLE III**

#### **BOARD OF EDUCATION RIGHTS**

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

## ARTICLE IV

### ASSOCIATION RIGHTS AND RESPONSIBILITIES

The Board authorizes the WLEA:

- A. To use the inter-school mail system in the school's offices to distribute Association bulletins, newsletters, or other circulars. Members' mailboxes may be identified with the Association's professional insignia.
- B. Consistent with Board building and equipment use policy, to use, at no charge, Board-owned facilities and equipment, including but not limited to, meeting rooms, typewriters, computers, duplication equipment, audio-visual equipment, fax machines, Internet and e-mail terminals and other technology as may become available within the duration of this agreement. All expendable supplies will be furnished in this regard by the Association. The use of said facilities and equipment will not interfere with the normal operations of the school(s); however, such request shall not be unreasonably denied. Bargaining Unit Members may use school equipment in accordance with board policy for purposes related to their position at any time so long as this use does not interfere with normal school operation.
- C. To use bulletin boards in teacher lounges or workrooms to disseminate information to members.
- D. To allow building representatives to call meetings of Association members within the building but not during teachers' normal working hours or in conflict with other scheduled meetings.
- E. To use the telephones in any building to carry out WLEA business. Any fees or toll call charges shall be reimbursed to the Board by the Association. These calls are not to be made at a time that interferes with duties assigned by the Board and Administration. Use of the telephone will not interfere with the teachers' normal duties or with normal office operations.
- F. During the regular school day, the President or Vice-President of the Association shall be permitted to visit any school building to discuss special problems of Bargaining Unit Members. These visits shall create minimal interference with the Bargaining Unit Member's or the President's regular teaching duties.
- G. To be provided with copies of current Board agendas, minutes, financial reports, appropriations, budget, and training and experience grids upon specific request by the President of the Association. These shall be provided as soon as possible after the request is made in writing. One request for the routine agendas, etc., per year is acceptable. Requests are to be made to the Treasurer of the Board. Each building will be furnished with a copy of the Board Policy Manual which shall be available to teachers for inspection.

- H. To meet, if requested by the Association, for no more than one hour, for a WLEA general membership meeting when any district-wide in-service day is scheduled. The hour provided shall be within the normal work day of the staff.

## **ARTICLE V**

### **INDIVIDUAL RIGHTS**

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

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

## **ARTICLE VI**

### **ACADEMIC FREEDOM**

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

## ARTICLE VII

### AUTHORIZED PAYROLL DEDUCTIONS

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

The length of the deduction shall be unlimited.

- C. Deductions shall be transmitted to the proper agency within ten (10) days after the deductions are made, except under extraordinary circumstances.
- D. Agents, brokers, or companies designated to write tax-sheltered annuities on or after August 9, 1982 shall comply with the provisions of Section 9.91(A) and (B) of the Ohio Revised Code.
- E. The Board agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the total dues of the Association from the pay of all Bargaining Unit Members who elect not to become members of the Association, or who elect not to remain members.

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues less the amount previously paid through payroll deduction. Payroll deduction of such fair share fees shall begin the first paycheck on or after January 15 of each year.

Dues rates and fair share fee rates shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

The Board further agrees to accompany each such transmittal with a list of names of Bargaining Unit Members for whom all such deductions were made, the period covered and the amounts for each.

Upon timely demand, non-members may appeal to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association or such non-members may submit such appeals as provided by law.

The amount to be deducted from the pay of all non-Association members shall be the total dues as paid by members of the Association, and such deductions shall continue through the remaining number of payroll periods after January 15.

## **ARTICLE VIII**

### **PERSONNEL FILES**

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

A Bargaining Unit Member shall be notified when anyone other than Board or Association leadership, or Board or Association legal counsel, examines his or her

personnel file. This notification shall identify the person(s) viewing the file, if known. This notification shall take place within 24 hours of the examination.

- C. No anonymous item or report critical of a Bargaining Unit Member shall be included in the file.
- D. If a Bargaining Unit Member disputes the accuracy, timeliness, relevance or completeness of any item in his/her file, it shall be reviewed by the principal and Bargaining Unit Member involved and the Bargaining Unit Member shall be afforded the opportunity to file a written reply.
- E. A Bargaining Unit Member shall have the right to review evaluations in his/her file and to have a written reply to same included in his/her file.
- F. There shall be one personnel file kept on each bargaining unit member.

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

- G. A Bargaining Unit Member shall receive a copy of all written reprimands or complaints prior to placement of such documents in his/her personnel file. A Bargaining Unit Member may request and shall receive at his/her expense a reproduction of any item in his/her file, exclusive of confidential letters of recommendation or references.
- H. A written reprimand or complaint shall be removed from the personnel file after two (2) years, or earlier if deemed appropriate by the Superintendent, if the occurrence subject to the reprimand does not recur during this period.

## **ARTICLE IX**

### **MEDICAL EXAMINATION**

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

## **ARTICLE X**

### **MEETINGS**

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

For high school staff members such required meetings shall not extend beyond 45 minutes after the student dismissal time.

## **ARTICLE XI**

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

- A. Planning time for secondary bargaining unit members will be the equivalent of five (5) preparation periods per week (or 210 minutes) during pupil contact time. Pupil contact time shall be defined as the time between the arrival and dismissal of students.
- B. Each elementary Bargaining Unit Member shall have one (1) preparation period per day of no less than thirty-five (35) consecutive minutes during the school day and a total preparation time of two hundred (200) minutes per week, exclusive of homeroom, study hall, recess, lunch, hall, or bus duty or other assigned duties.

Administration will make every effort to equalize planning time among teachers in Grades K-8.

- C. During the school day, each teacher shall have a thirty (30) consecutive minute duty-free lunch period each day to occur during the operational hours of the lunch room.
- D. The length of each school day in the district shall be seven and one-half (7 1/2) hours for Bargaining Unit Members.
- E. A committee consisting of one (1) administrator and three (3) Bargaining Unit Members shall meet in November to draw up two (2) proposed school calendars for the coming school year(s). The length of each school year shall not exceed one hundred eighty-four (184) days, including two (2) conference days, two (2) professional development days

and two (2) work days. The school year shall not end on a Monday. The certified staff shall be given an opportunity to vote on the proposed calendars, and the calendar with the most votes shall be given consideration by the Board. Every effort to coincide with the Career Center calendar will be made.

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

- F. The Board may, in its discretion, determine teacher contact time with students and may modify the starting and dismissal times for students in order to increase or decrease such contact time.
- G. Upon approval of the building principal, a Bargaining Unit Member may work under a flexible schedule. Each Bargaining Unit Member's schedule proposal shall be individually reviewed and no proposal shall be denied for arbitrary and/or capricious reasons. The flexible schedule shall include all rights and responsibilities set forth in this Article and shall not result in a reduction of pupil contact time and other responsibilities including, but not limited to, duties, availability for parent conferences and homeroom. Bargaining Unit Members shall notify the principal of their schedules.
- H. Bargaining Unit Members shall not be required to perform duties such as cleaning restrooms, cleaning up bodily fluids or other janitorial work.
- I. An extended service contract of a one day duration shall be offered to any regular classroom Bargaining Unit Member (excluding art, music, physical education, guidance and other specialists) who is responsible for closing out more than one building at the end of the year and whose regular teaching duties do not conclude at least one day prior to those of regular classroom teachers. Pay shall be at that Bargaining Unit Member's daily rate of pay. No Bargaining Unit Member shall be required to accept such an extended service contract.

## **ARTICLE XII**

### **CLASS SIZE**

- A. The work loads of members of the bargaining unit shall be regulated in accordance with this Article. The Board shall compensate members of the bargaining unit whose teaching loads exceed the established maximums as set forth below. Art, music and physical education teachers, librarians and teachers with paid aides are not covered by this article. The aforementioned Bargaining Unit Members that teach in academic classes shall have their academic classes subject to the class size provision on a pro-rated basis.

- B. Class size shall be calculated based on the teaching load of the instructor, i.e., the total number of students the Bargaining Unit Member sees in a given school day. Students in homeroom periods, study halls, and seen in the course of other non-instructional responsibilities shall not be used to determine teaching load. For the purposes of calculating teaching load, a unit of instruction shall be defined as one hour or a major fraction thereof. Block classes shall be counted as two units of instruction.
- C. The teaching load of Bargaining Unit Members whose classes are “self-contained” shall be calculated as follows: number of students x 6 = class load. For teachers whose classes are “departmentalized,” the teaching load shall be calculated based upon the total number of students, excluding students in the areas listed in the second sentence of paragraph B above.
- D. In the event that a member of the bargaining unit has a teaching load in excess of 170 students, he/she shall be compensated at the following rate:

$$\frac{\text{annual salary}}{184} \times \frac{\text{number of students in excess of teaching load}}{5} = \text{compensation}$$

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

$$\frac{\text{annual salary}}{\text{maximum number of students allowed by state before extensions or waivers}} \times \frac{\text{number of students in excess of teaching load}}{5} = \text{compensation}$$

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

- F. Teaching load shall be determined by the actual daily classroom enrollment and each Bargaining Unit Member shall be compensated for each day on which he/she has a class overload. This payment shall be based on 178 student days per year. Daily compensation rate shall be the compensation as calculated in section D or E above divided by 178 days. Payment shall be made at the end of each nine-week grading period and shall be issued by the second pay following the end of such grading period.

## **ARTICLE XIII**

### **SUBSTITUTE TEACHERS**

- A. The Board through its Administration will make every effort to secure qualified substitute teachers when a regular Bargaining Unit Member is not able to cover his/her own class or classes. In the event the Administration is unable to obtain a qualified substitute, the Administration may assign a Bargaining Unit Member to substitute during his/her planning period. Assignments of Bargaining Unit Members to cover for Bargaining Unit Members on leave shall be made on a rotating basis. If neither a qualified substitute nor a Bargaining Unit Member is available to supervise a class, it may be necessary for the Administrator to double up classes in order to provide supervision.
- B. Any Bargaining Unit Member who is assigned to cover another Bargaining Unit Member's class by an administrator will be reimbursed at the rate of \$16.00 per period (or per equivalent unit in the elementary schools). A period will be defined based on an eight (8) period day.
- C. The Administration shall not require a Bargaining Unit Member to substitute if by substituting the Bargaining Unit Member will not be able to provide all instructional and educational services required for a special needs student in his/her class.
- D. At the beginning of each school year the principal and staff will create a plan for coverage of classes when a substitute is not available.

## **ARTICLE XIV**

### **COMMITTEES**

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

There shall be an Educational Development Committee (EDC) which shall be charged with overseeing instructional issues. The EDC shall operate according to the structure and functions currently approved by the committee. The structure and/or function(s) may be changed by a majority vote of the committee, subject to approval by the Association Executive Committee and the Superintendent.

Committees for reviewing current educational programs and making recommendations to the Superintendent, including the Educational Development Committee, shall be appointed jointly by the Association and the Superintendent. The Association shall have the right to appoint one-half of the membership of the committee(s). The Superintendent shall appoint the balance of the committee(s) which may include Administrative personnel, the Superintendent, or his designated

representatives. A chairperson and other committee officers shall be elected by the committee(s). In the event that the Educational Development Committee makes changes in the initial recommendations of a committee, both the initial and the changed recommendation shall be submitted to the Superintendent.

Each Bargaining Unit Member participating on a Board approved EDC committee or on the Local Professional Development Committee will be compensated at a rate of \$20.00 per hour with a maximum yearly compensation of \$350/person for Educational Development Committee Members and a maximum yearly compensation of \$300/person for members of subcommittees. A Bargaining Unit Member serving on multiple committees shall be compensated up to the maximum for each individual committee on which he/she serves. The Board or its designee shall have the right to increase the rate of compensation if it determines that such increase is warranted.

## **ARTICLE XV**

### **TRANSPORTATION REIMBURSEMENT FOR TRAVELING BARGAINING UNIT MEMBERS**

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

## **ARTICLE XVI**

### **INSERVICE**

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

$$\frac{\text{regular annual salary}}{184} = \text{daily rate}$$

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

Compensation for in-service required by the management team shall not be deducted from the negotiated Professional Leave Fund.

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

## ARTICLE XVII

### CLASSROOM RULES

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

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

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

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

- A. No later than September 10 the teacher shall provide his/her proposed list of additional class requirements to the building principal for review and approval. If the principal and the teacher cannot agree on the proposed class requirements, the principal shall provide his/her reasons to the teacher, in writing, within five (5) days of the original submission.
- B. If the principal does not approve the guidelines the teacher may either revise his/her class requirements or may submit a copy of the proposed guidelines along with the principal’s reason(s) for disapproval to the Superintendent for appeal. This appeal shall be filed within ten (10) days of the receipt of the building principal’s reasons for disapproval. The Superintendent shall meet with the teacher within ten (10) days of submission of the appeal and discuss the proposed guidelines. The Superintendent shall render a decision on the appeal within ten (10) days of the meeting. The Superintendent shall have the final authority to approve any additional student requirements for a specific class.
- C. If, in the best judgment of the teacher, modifications, and/or additions/deletions need to be made during the course of a school year the above process can be repeated at such time as changes are needed. Approval for the changed guidelines must be obtained from the building principal or the Superintendent prior to distribution or application of the modified guidelines.
- D. The teacher may be accompanied at any meeting by a representative of his/her choice.

**ARTICLE XVIII**

**PROFESSIONAL DEVELOPMENT**

**A. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

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

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

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

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

**B. PROFESSIONAL LEAVE**

1. The amount of thirteen thousand (\$13,000.00) in each of the two (2) years of this contract shall be allocated from Board monies to be used for the payment of the expenses of Bargaining Unit Members who are attending approved professional meetings, and/or workshops, and/or school visitations. The annual allocation shall be divided on a January 1, and July 1, basis.
2. A professional leave fund shall be included in the budget for each building. A total of \$13,000 shall be distributed to the four buildings as follows.

High School	\$4128
Barlow-Vincent	\$4128
Warren Elementary	\$2635
Little Hocking	\$2109

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

Any carryover from the July 1 money shall be carried over to the next half year in the building budget. Any carryover remaining on June 30 shall be carried over to the next school year in the building budget.

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

4. Application to attend announced professional meetings or workshops or to make school visitations shall be filed with the building principal. Once approved at the building level, requests shall be submitted to the Superintendent for review. Upon approval by the Superintendent, copies of the application form shall be returned to the building principal and the Bargaining Unit Member. Administration shall provide written reasons for denial.
5. Every effort shall be made to rotate the approved attendance among the various Bargaining Unit Members in a department or special subject area. Preference for monies paid under this article will be given to those Bargaining Unit Members who have used fewer than two (2) days of professional leave during that year.

### C. TUITION REIMBURSEMENT

1. Bargaining Unit Members shall be eligible for consideration in professional growth. Recipients will be chosen from applicants who have a minimum of previous professional service of at least two (2) school years (no less than 120 school days per year) in Warren Local Schools. No Bargaining Unit Member on a leave of absence shall be eligible for reimbursement under this Article.
2. A part-time Bargaining Unit Member as defined in Article XXXIII shall be eligible for tuition reimbursement after two (2) years of service. Tuition reimbursement shall be pro-rated according to the time he/she is contracted to work in the year in which the tuition reimbursement is approved.
3. If, following approval of a tuition reimbursement application, the applicant, for any reason, fails to take the approved or substituted course during the quarter or semester for which it was approved, the reimbursement amount allocated to that application shall become unencumbered and shall revert back to the general tuition reimbursement fund. The applicant shall notify the Superintendent's office of such an event as soon as possible.
4. Reimbursement for approved coursework shall be at the rate of the lesser of \$210 per quarter hour (\$300 per semester hour) or the actual tuition expense of the Bargaining Unit Member for graduate level coursework or the lesser of \$140 per quarter hour (\$200 per semester hour) or the actual tuition expense of the Bargaining Unit Member for undergraduate level coursework. A Bargaining Unit Member failing to maintain a cumulative point average of "B" or better shall not receive reimbursement. The Bargaining Unit Member must teach in the Warren Local Schools the year following receipt of this credit to be entitled to payment.
5. In order to receive reimbursement the Local Professional Development Committee must first verify that the course matches the Bargaining Unit Member's Individual Professional Development Plan.

6. Any Bargaining Unit Member that wants to be considered for tuition reimbursement shall submit their name to the Superintendent's Office in writing by August 1 for courses beginning from September 1 through December 31, by December 1 for courses beginning January 1 through April 30, and by April 1 for courses beginning May 1 through August 31. A lottery shall be conducted among those names submitted by the deadline. Bargaining Unit Members shall be eligible for tuition reimbursement of three semester hours, or the equivalent, in order of their lottery number. If money remains after each member has received reimbursement, then members shall become eligible for a second course using the same lottery numbers. This procedure shall continue until all courses are reimbursed or all funds are depleted. Bargaining Unit Members who submit their names after the deadline shall be placed at the bottom of the rotation and shall become eligible for reimbursement the next time their names come up in the rotation.
7. In order to receive reimbursement the Bargaining Unit Member must submit the following:
  - a. A course request form, which must be submitted by 10 days after the beginning of the course;
  - b. An itemized statement from the college or university showing tuition costs;
  - c. Proof of payment of tuition expenses;
  - d. Grade sheet or statement from the University or an official transcript.

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

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

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

9. By accepting payment under either condition set forth in this Article, the Bargaining Unit Member agrees that if his/her employment with the Board ends for any reason whatsoever prior to completion of the next entire school year following payment, the Board and Treasurer may recover all monies paid under this Article by withholding salary or any other means.
10. When a Bargaining Unit Member presents evidence of completion of additional credit which would qualify the Bargaining Unit Member for a better salary schedule bracket, the salary of the Bargaining Unit Member will be adjusted. Evidence of credit can be by a grade sheet or statement from the university or the official transcript and shall be presented to the county superintendent and the Board Treasurer on or before November 15 and on or before February 15, with adjustment to be made at the beginning of the semester.
11. In the event an approved course is canceled or full, the Bargaining Unit Member may substitute an alternative course in the field of study. The Bargaining Unit Member must submit a change of course form, which must be approved by the Local Professional Development Committee.

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

#### D. MENTORING PROGRAM

The purpose of the Mentoring Program, including The Entry Year Program, is two-fold: To provide support and encourage professional growth of individual Bargaining Unit Members and to assess the performance of beginning Bargaining Unit Members who require a license.

The entry year program and assessment does not replace the employment evaluation and is used exclusively for licensure determination (and mentoring of colleagues).

##### 1. Entry Year Committee

The Entry Year Committee shall consist of three (3) practicing classroom teachers and two (2) administrators. The teacher members shall be appointed by the Association President. The administrators shall be appointed by the Superintendent.

The Entry Year Committee shall operate in accordance with the Teacher Education and Licensure Standards, ODE Guidelines and all applicable laws and rules.

Entry Year Committee members shall be compensated at \$20.00 per hour to attend committee meetings and to perform related Entry Year Committee work. Members may be given release time in lieu of compensation.

The Entry Year Committee members shall establish the criteria for determining the most appropriate assignment of mentors to mentees and shall determine the process by which the mentor or mentee may request a change in assignment.

The Board shall provide the committee members the opportunity to attend training in order to establish and maintain an effective Entry Year Program. The Board shall pay for all actual and necessary training costs. The costs for teacher members may be taken from professional development money as described in Section B of this Article.

## 2. Mentors to Entry Year Teachers

A teacher desiring to serve as a mentor for the Entry Year Program shall have been employed in the district for a minimal number of five (5) years and shall have completed Pathwise Mentorship Training before being assigned to an entry year teacher.

The Board shall provide release time for mentors to attend training as needed.

The mentor shall have 2 days to work individually with Entry Year Bargaining Unit Members in professional areas as designated. These days may be taken in half-day segments.

Bargaining Unit Members who serve as mentors to entry year teachers shall be expected, if possible, to attend a one-half (1/2) day session prior to the commencement of the school year. Bargaining Unit Members who serve as mentors to entry year teachers shall be expected, if possible, to attend all training sessions provided by the Entry Year Committee. Entry year mentors shall receive no additional compensation for these meetings.

## 3. Entry Year Bargaining Unit Members

Entry Year Bargaining Unit Members are those members who need to complete the Praxis III in order to obtain full licensure.

The Entry Year Bargaining Unit Member shall be provided coordinated release/planning time with his/her assigned mentor in order to obtain the support for professional growth and in order to successfully complete the Entry Year Program.

The Entry Year Bargaining Unit Member shall have release time for consultation with the assigned mentor and this time shall be provided or schedules adjusted to

facilitate mentor/Entry Year Bargaining Unit Member meeting and observations of each other.

The Entry Year Bargaining Unit Member shall be assigned a mentor who is certified/licensed in the same subject matter, if possible, and where possible the assignment shall be made in the same building.

Should the Entry Year candidate fail to complete the Entry Year Program after one (1) attempt it shall not adversely effect the candidate's employment.

4. Contractual Evaluation

The Entry Year Program shall not replace employment evaluation. Evaluation of Entry Year Bargaining Unit Members shall be conducted in accordance with the provision of the evaluation procedure contained in Article XXVII of the collective bargaining agreement and per applicable state laws.

5. Length of Program

The Entry Year Program shall be one (1) academic year in length, a minimum of 120 school days.

6. Mentors to Non-entry Year Teachers

Non-entry Year Bargaining Unit Members who have changed assignments or are new to the district shall be eligible to have a mentor.

A Bargaining Unit Member desiring to serve as a mentor for a non-entry year teacher shall have been employed in the district for a minimal number of five (5) years and shall have completed Mentorship Training before being assigned as a mentor.

Bargaining Unit Members who serve as mentors to non-entry year teachers and attend the one-half (1/2) day session prior to the start of the school year shall be provided one-half (1/2) day of additional personal leave.

7. Confidentiality

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

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

E. NATIONAL BOARDS

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

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

F. MASTER TEACHER

A Master Teacher Committee shall be established for the purpose of designating teachers in the building/district as Master Teachers in accordance with the recommendations of the Ohio Department of Education.

The Master Teacher Committee shall be comprised of a majority of practicing teachers. The Association shall appoint three (3) teachers to the committee and the superintendent shall appoint two (2) district administrators. As educators receive the designation of Master Teacher, the committee's members shall be appointed from educators with the designation of Master Teacher.

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

Members of the Master Teacher Committee will be compensated in the amount of twenty dollars (\$20.00) per hour for committee work.

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

## ARTICLE XIX

### LEAVE PROVISIONS

A. Court and Jury Duty Leave

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

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

B. Military Leave

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

C. Parental Leave

1. Leave Rights

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

2. Application for Leave

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

3. Time for Filing Application

Application for parental leave prior to childbirth should be made prior to the seventy-fifth (75th) day before the beginning date of the parental leave. The Bargaining Unit Member's failure to make a timely application may be grounds for denying the approval of parental leave.

4. Reinstatement Rights

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

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

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

D. Sick Leave

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

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

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

4. Documentation may be requested by the Administration from any Bargaining Unit Member who uses ten (10) consecutive sick days or fifteen (15) total sick days within one academic year.

E. Bereavement Leave

1. In the case of death in the immediate family, a Bargaining Unit Member may have up to three (3) days of paid leave. "Immediate family" is defined as: mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law, spouse, child, grandparents, grandchildren, and any person living in the same household. At the discretion of the Superintendent, this period may be extended due to such extenuating circumstances as distance, unusual family or personal responsibilities, and the like.
2. Absence from the first three (3) days of bereavement leave shall not be deducted from sick leave.
3. In the event the bereavement leave period is extended for more than three (3) days, the ensuing days absent will be deducted from sick leave.

F. Sabbatical Leave

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

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

Members are hired on the same type of contract (i.e. one-year limited), the Bargaining Unit Member who has been advised that this is a temporary, one-year position shall be considered to be on the most temporary contract.

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

#### G. Association Leave

1. Bargaining Unit Members will be excused with regular pay to serve as official delegates to the OEA Representative Assembly pursuant to the terms of this section. No more than the number of delegates allotted to the Association by the OEA shall be granted leave which shall consist of one day each per school year.
2. A Bargaining Unit Member who is required to attend arbitration hearing(s) during his/her pupil contact time shall be granted Association Leave. The Association President or his/her designee shall be granted Association Leave to attend any arbitration hearing(s) which occurs during his/her pupil contact time.
3. A Bargaining Unit Member who is elected or appointed to the governing body of the UTP (United Teaching Profession) will be excused with regular pay to attend regular meetings of such body. No more than three days of Association Leave may be used in any school year for such a purpose. If more than one Bargaining Unit Member holds such a position, the Association shall designate in writing who will use the total of three days under this paragraph.

4. In order to obtain Association Leave, the Association shall reimburse the Board for the cost of the substitute teachers.
5. No other leave provision, other than personal leave, of this contract may be used for Bargaining Unit Member attendance of OEA meetings or meetings of the governing body of the UTP.

#### H. Personal/Emergency Leave

All Bargaining Unit Members shall be granted four (4) days of personal/emergency leave per year. These days are not cumulative. Days may be used in half-day segments. Use of these days will be unrestricted.

#### I. Assault Leave

1. A Bargaining Unit Member who is required to be absent due to physical or mental disability resulting from an assault, which occurs in the course of Board employment while on duty on school grounds during school hours or where required to be in attendance at a school-sponsored function, shall receive assault leave. If such leave extends beyond five (5) days, the Bargaining Unit Member may be required to be evaluated by a licensed professional appointed by and paid for by the Board. The Board shall be entitled only to a simple certification of disability as a result of said examination. Upon determination of eligibility by the Board, such leave shall be granted for a period not to exceed one hundred eighty-four (184) school days upon the Bargaining Unit Member's delivering to the Treasurer a signed statement, unless unable to sign, on forms prescribed by the Board of Education and maintained by the Treasurer.
2. Such statements will indicate the nature of the injury, the date of its occurrence, the identity of individual(s) causing the assault, if known, the facts surrounding the assault and the willingness of the Bargaining Unit Member to participate and cooperate with the Board in pursuing legal action against the assailant(s). If medical attention is required, the Bargaining Unit Member shall supply a certificate from a licensed physician stating the nature of the disability and its duration. Need for absence because of assault may also be verified by a Board-appointed physician.
3. Full payment for assault leave, less worker's compensation and any other financial remuneration, shall not exceed the Bargaining Unit Member's per diem rate of pay and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer. A Bargaining Unit Member absent from work because of an assault shall not be gainfully employed elsewhere. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under Ohio Revised Code Section 3319.16 Where the assaulted Bargaining Unit Member becomes eligible for benefits under the State Bargaining Unit Members Retirement System because of

any disability or because of age, or where the Bargaining Unit Member's employment by this district ceases, this leave provision shall no longer apply.

J. Unpaid Leave of Absence

1. Any Bargaining Unit Member may request on appropriate forms provided for the same, an unpaid leave for reasons not provided under any other method.
2. All requests for such leaves, regardless of the number of days requested, shall be submitted upon appropriate forms to the Superintendent or his/her designee at least ten (10) working days prior to the leave requested, except in case of emergency.
3. The Superintendent shall have the initial authority to grant or deny an unpaid leave of absence upon the request of a Bargaining Unit Member for a period of one (1) to five (5) consecutive working days upon full review of the request and the reasonable exercise of discretionary judgment.
4. All requests for leaves of absence exceeding five (5) consecutive days shall require prior approval of the Board of Education. The Board may in the reasonable exercise of its judgment either grant or deny such request. The Bargaining Unit Member shall notify the Superintendent of his/her intentions to return five (5) days before the leave expires.

K. Family and Medical Leave Act

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

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

2. While on family medical leave, the bargaining unit member will continue to receive the same group health coverage that he or she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each bargaining unit member had before beginning his or her leave.
3. Serious health condition is defined as an illness, injury, impairment or mental condition that involves a) in-patient care in a hospital, hospice, or residential medical facility; or b) continuing treatment by a health care provider.
4. A teacher on family medical leave shall not be entitled to advancement on the salary schedule for the period of absence.
5. Once the leave is approved by the Superintendent and the Board; it may be altered or cancelled with the approval of the Superintendent, the Board, and the applicant.
6. The taking of intermittent leave or leave on a reduced leave schedule is not permitted.
7. Leave provisions set forth in the FMLA which are also available under this Agreement shall not increase or expand the leaves provided in this Agreement.

L. Perfect Attendance Incentive

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

0 days	\$250
1 day	\$225
2 days	\$200
3 days	\$175
4 days	\$150

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

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

0 days	\$300
1 day	\$225
2 days	\$150
3 days	\$ 75

4. A Bargaining Unit Member who uses no sick days and no personal days will receive an additional bonus of \$100.
5. Eligible Bargaining Unit Members will receive the incentive pay by the first paycheck in July.

M. Sick Leave Bank

There shall be a sick leave bank as follows:

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

N. Job Related Injury Leave

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

**ARTICLE XX**

**CONTRACTS**

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

- A. Any agreement to act as supervisor for extra-curricular activities for which additional compensation is to be paid shall be made by supplemental contract.
- B. Any Bargaining Unit member under contract will have the same assignment for the following year unless notified in writing by the first payroll check in July of a change in assignment. All contracts will include the building, grade level or subject(s) to be taught, or department(s) in which the services are to be rendered if no classes are taught (such as Guidance). Exceptions are set forth in Article XXIV.
- C. In consideration of the services rendered by the Bargaining Unit Member, the Board agrees to pay said Bargaining Unit Member a base annual salary as prescribed by the salary schedule of the Warren Local School District, according to degree and years of experience. The initial compensation to be paid under a contract shall be according to the existing salary schedule and that amount shall appear on the contract.
- D. All Bargaining Unit Members who do not qualify for a continuing contract shall receive Limited Contracts as follows:
  - a one (1) year contract followed by a one (1) year contract, then;
  - a two (2) year contract, then;
  - a three (3) year contract thereafter.

The requirement of a two (2) or three (3) year contract may be waived for a period of one (1) year when professional improvement is needed as indicated through the evaluation procedure. The next contract offered to such employees shall be for three (3) years.

- E. Whenever a Bargaining Unit Member is absent more than 90 work days during the final year of a limited contract such year will not be counted as a year of service for purposes of application of the contract sequence provisions of Article XX(D) and if such person returns he/she will be in the last year of his/her limited contract.
- F. A Bargaining Unit Member becomes eligible for a continuing contract by meeting the requirements of O.R.C. 3319.08 (see Appendix E). The bargaining unit member shall be considered for a continuing contract by making a request to the superintendent by January 15th of the current school year.
- G. Any Bargaining Unit Member who is filling a year-long vacancy shall be given a regular contract. Such contract shall automatically and without any action of the Board expire at the end of the school year.

## **ARTICLE XXI**

### **SALARY**

#### A. Regular Salaries:

- 1. The base salary shall be 30,469.00 effective June 30, 2011 and through June 30, 2014. See Appendices B and for salary index and scale.

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

- 2. Bargaining Unit Members shall receive their annual salaries in twenty-six (26) pays every other Friday by direct deposit. Periodically it may be necessary to adjust the pay periods by allowing 3 weeks between the pay dates in order to avoid 27 pay periods within a year. Bargaining Unit Members will be notified in advance of such an occurrence. In the event of a holiday or vacation period during the school year, the pay shall occur on the last working day preceding a holiday or vacation period. When a Bargaining Unit Member's services are terminated, voluntarily or involuntarily, prior to the end of the contract year, he/she shall be paid all salary due in a lump sum, and all fringe benefits shall terminate effective the day after his/her last day of service. If a Bargaining Unit Member's employment ends, and he/she has completed all required services, the member may elect to: (a) receive the balance of the salary due over the remaining regular pays and maintain all fringe benefits through the last day of the contract; or (b) receive the balance of the salary due in a lump sum on the payroll date after the

last day of actual service and thereby terminate all fringe benefits effective the day after the last day of service. Supplemental contracts, at the option of the Bargaining Unit Member, shall be paid as follows: (a) a lump sum at the conclusion of the activity; or (b) bi-weekly commencing with the start of the activity to the end of the school year. Each Bargaining Unit Member shall notify the Treasurer in writing as to which option he/she has selected at the time he/she signs and returns his/her supplemental contract.

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

#### B. Supplemental Salaries

1. The index figures from paragraph three (3) of this section shall be used to determine all supplemental salaries. Index figures shall be applied to the 150 Hours Column of the salary schedule (Step 0).
2. The Board shall have the authority to determine whether any supplemental positions shall be filled and to determine who shall fill any position. New positions may be added by the Board and the index figure set by written agreement between the Warren Local Education Association and the Warren Board of Education.
3. The Supplemental salary will be calculated based on the following percentages of 150-hour column of the salary schedule:

**WARREN LOCAL SCHOOLS**  
**Supplemental Salary Schedule**

***ATHLETICS*** **2011- 2014**  
***Base Salary (150)*** **\$31,688**

<b>Position</b>	<b># of Positions</b>	<b>2011-2014</b>
<b>1. Football</b>		
a. Varsity	1	\$6,464 0.2040
b. Varsity Asst.	7	\$3,334 0.1052
c. Freshman	1	\$2,554 0.0806
d. Junior High	3	\$1,790 0.0565
<b>2. Basketball- Girls &amp; Boys</b>		
a. Varsity	2	\$6,464 0.2040
b. Varsity Asst.	2	\$3,334 0.1052
c. Junior Varsity	2	\$3,334 0.1052
d. Freshman	2	\$2,554 0.0806
e. Junior High Girls & Boys		
1. B-V,LH,WE 7th	6	\$1,790 0.0565
2. B-V,LH,WE 8th	6	\$1,790 0.0565
<b>3. Wrestling</b>		
a. Varsity	1	\$4,056 0.128
b. Varsity Asst.	1	\$2,044 0.0645
c. Junior High	1	\$1,483 0.0468
<b>4. Baseball</b>		
a. Varsity	1	\$3,343 0.1055

b. Varsity Asst.	1	\$2,044 0.0645
c. Junior Varsity	1	\$2,044 0.0645
<b>5. Softball</b>		
a. Varsity	1	\$3,343 0.1055
b. Varsity Asst.	1	\$2,044 0.0645
c. Junior Varsity	1	\$2,044 0.0645
d. Junior High	3	\$1,483 0.0468
<b>6. Soccer- Girls&amp; Boys</b>		
a. Varsity	2	\$3,343 0.1055
b. Assistant/Junior Varsity	2	\$2,044 0.0645
<b>7. Track-Girls &amp; Boys</b>		
a. Varsity	2	\$3,343 0.1055
b. Varsity Asst.	2	\$2,044 0.0645
c. Junior High	2	\$1,483 0.0468
<b>8. Volleyball</b>		
a. Varsity	1	\$3,343 0.1055
b. Varsity Asst.	1	\$2,044 0.0645
c. Junior Varsity	1	\$2,044 0.0645
d. Freshman	1	\$1,483 0.0468
e. Junior High 7/8	2	\$1,483 0.0468
<b>9. Cross Country</b>		
a. Varsity	2	\$3,343 0.1055

b. Junior High	1	\$1,483 0.0468
<b>10. Golf</b>		
a. Varsity	1	\$3,343 0.1055
b. Junior High	1	\$1,483 0.0468
<b>11. Cheerleading</b>		
a. Varsity	1	\$2,678 0.0845
b. Freshman	1	\$1,017 0.0321
c. Jr. High Football	1	\$612 0.0193
d. Jr. High Basketball	3	\$612 0.0193
<b>12. Athletic Contest Manager</b>	1	\$6,021 0.19

**ACADEMICS** **2011-2014**  
*Base Salary (150)* **\$31,688**

<b>Position</b>	<b># of Positions</b>	<b>2011-2014</b>
<b>1. Band</b>		
a. Band Director	1	\$7,035 0.222
b. Asst. Director	1	\$2,852 0.09
c. Aux. Coordinator (flags)	1	\$1,870 0.059
<b>2. Musical/Choral</b>		
a. High School Director	1	\$3,010 0.095
b. Elementary Director	3	\$1,584 0.05
c. High School Asst Choral Director	1	\$750
<b>3. Student Council</b>		
a. High School	1	\$1,584 0.05
b. Elementary	3	\$859 0.0271

<b>4. Class Advisors</b>		
a. Senior	2	\$951 0.03
b. Junior	2	\$1,268 0.04
c. Sophomore	1	\$951 0.03
d. Freshman	1	\$634 0.02
<b>5. Yearbook</b>		
a. Elementary	1	\$1,584 0.05
<b>6. Play Director</b>	1	\$1,280 0.0404
<b>7. National Honor Society</b>		
a. National Honor Society	1	\$859 0.0271
b. Spanish Honor Society	1	\$612 0.0193
<b>8. TV Honor Bowl</b>	1	\$669 0.0211
<b>9. Power of the Pen</b>	8	\$612 0.0193
<b>11. Science Olympiad</b>	6	\$1,584 0.05
<b>12. Mock Trial</b>	3	\$859 0.0271
<b>13. Model United Nations</b>	4	\$669 0.0211
<b>14. Building Tech Coordinators</b>		
a. Barlow-Vincent	1	\$1,500
b. Little Hocking	1	\$1,500
c. Warren Elementary	1	\$1,500
<b>15. School Improvement</b>		
a. Barlow-Vincent	2	\$1,500
b. Little Hocking	2	\$1,500
c. Warren Elementary	2	\$1,500
d. HSTW Coordinator	2	\$1,500
<b>16. High School Advisory Chair</b>	1	\$1,000
<b>17. High School Department Head</b>	7	\$1,500

<b>18. Webmaster</b>	1	\$1,500
<b>19. H.S. Technology/Public Relations</b>	1	\$1,500
<b>20. Head Teacher</b>		
a. Barlow-Vincent	1	\$2,000
b. Little Hocking	1	\$1,600
c. Warren Elementary	1	\$1,800
<b>21. Summer School</b>		
a. Coordinator	1	\$2,693 0.085
b. Teacher	varies	\$20/hr
<b>22. Mentor To Resident Teacher</b>		\$800
<b>23. Special Education Alternative Assessment</b>	\$200/Multi-Handicap Student	

4. Positions for which extended service is normally granted, librarian, high school yearbook, speech pathologist, vocational home economics, vocational agriculture, vocational business, occupational work adjustment and guidance counselor, shall be paid at the Bargaining Unit Member's daily rate of pay. The Board shall establish the amount of extended service, if any, to be granted each year based upon the needs of the school district.
5. A written notification including, but not limited to, fund raising expectations, limitations, rules and procedures shall be provided to each Bargaining Unit Member accepting a supplemental position. This information shall be provided with the supplemental contract.
6. A job description for each supplemental position is on file at the administration office and will be provided to each Bargaining Unit Member receiving a supplemental contract. Changes in job descriptions shall be made through the in-term bargaining process.
7. A head teacher position shall be offered in each building which does not have an assistant principal.
8. Special education alternative assessment preparations - \$200/multi-handicap student.

**ARTICLE XXII**

**INSURANCE PROGRAM**

A. Medical Insurance

1. The Board shall provide group hospitalization, surgical and major medical insurance coverage with specifications the same as or better than the plan currently in effect.
2. Bargaining Unit Members shall individually have a Preferred Provider (PPO) plan. The Board shall pay eighty percent (80%) of the premium cost.
3. PPO plan specifications include a \$25 per office visit copay and one-hundred percent (100%) in-network coverage. In-patient admissions and outpatient hospital services are not subject to a copay. In-network deductibles are \$400/\$800.

Out-of-network coverage is at eighty percent (80%) for covered services. Out-of-network deductibles are \$800/\$1600.

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

C. The Board shall provide family group dental insurance coverage with specifications the same as or better than the plan currently in effect. Beginning July 1, 2010, the Bargaining Unit Member shall pay \$5.00/month towards the premium cost.

D. The Board shall provide prescription drug insurance coverage with the following or equivalent specifications.

Card Plan.....All legal drugs and oral contraceptives; generic brand to be used except where a physician states that the brand name is necessary for the health of the Bargaining Unit Member.

Co-pays

\$10.00 for generic drugs  
\$20.00 for brand name drugs with no generic available  
\$30.00 for brand name drugs with a generic available  
4<sup>th</sup> Tier (Specialty Drug List) 25%  
\$2500 maximum yearly out of pocket expense per employee

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

\$20.00 for generic drugs  
\$40.00 for brand name drugs with no generic available  
\$60.00 for brand name drugs with a generic available

Coinsurance Amounts	
Member Pharmacy.....	100%
Non-member Pharmacy.....	100%
Out-of-Area Pharmacy.....	100%

Beginning July 1, 2010, the Bargaining Unit Member shall pay \$25.00/month towards the premium cost. The Board shall provide an individual card to each employee (two if utilizing the family plan).

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

**ARTICLE XXIII**

**SEVERANCE PAY**

- A. Bargaining Unit Members who elect to retire and meet the requirements of the State Teacher Retirement System (STRS) or at least twenty (20) years of service for Warren Local Schools and are at least fifty-five (55) years of age shall be paid a lump sum equal to one-fourth (1/4) of the value of the total accrued but unused sick leave credit up to a maximum of 53.75 days. Unless a Bargaining Unit Member qualifies for the additional payment set forth in paragraph 2 herein, payment for sick leave on this basis shall be considered to eliminate all sick leave accumulated by the Bargaining Unit Member.
  
- B. Bargaining Unit Members with ten (10) or more years in the Warren Local School District and meeting the requirements set forth in paragraph 1 above will be eligible and will receive severance pay in addition to the amount set forth in paragraph 1. Eligible Bargaining Unit Members shall receive one (1) additional severance day for every four (4) days of unused sick leave remaining after the number of severance days received under paragraph 1 is subtracted from the total number of sick leave days accumulated prior to any payment of severance. For example, severance pay for the Bargaining Unit Member eligible under this paragraph with 215 days of unused sick leave accumulated at the time of retirement would be paid as follows: (1) he/she would receive 53.75 days of severance under paragraph 1; (2) the 53.75 severance days paid under paragraph 1 would be subtracted from the 215 days of total accumulated sick leave leaving a total of 161.25 days; he/she would then receive severance payment for 1/4 of the remaining accumulated sick leave days or 40.31 days of severance ( $1/4 \times 161.25 = 40.31$  days); the total amount of severance this Bargaining Unit Member would receive would be 94.06 (53.75 days under paragraph 1 + 40.31 = 94.06 days). Payment for sick leave on this basis shall be considered to eliminate all sick leave accumulated by the Bargaining Unit Member. The provisions of this section (Article XXIII, Section B) shall not apply to Bargaining Unit Members hired for the first time on or after July 1, 2001.

- C. Only the first 215 days of accumulated sick leave shall be used in computing any severance pay.

## **ARTICLE XXIV**

### **VACANCIES, TRANSFERS AND PROMOTIONS**

#### **A. DEFINITIONS:**

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

#### **B. POSTING OF VACANCIES**

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

Each posting will contain the following information:  
Certification requirements  
Grade level(s)/subject area(s)  
Building assignments  
Deadline for application  
Salary

#### C. FILLING OF VACANCIES

1. Where more than one person including at least one Bargaining Unit Member applies for a vacancy, if the Superintendent in his/her discretion determines that the following factors are equal among all candidates, the most senior Bargaining Unit Member shall receive the job:
  - a. Performance as reflected in evaluations and the Bargaining Unit Member's personnel files.
  - b. Experience and training in a position comparable to the vacant position.
  - c. Teaching and classroom management strengths and weaknesses.
  - d. Previous employment in the Warren Local School District.
  - e. Qualifications of the applicants to perform the duties and responsibilities of the vacant position, including classroom management, knowledge of and education in the area(s) of instruction, and ability to work with parents.
  - f. Number and recency of voluntary position moves by the Bargaining Unit Member(s).
2. Using the foregoing criteria, the Superintendent shall have the right to hire the applicant he/she determines to be the most qualified person for the position.
3. In the event the Superintendent/Board does not award the vacant position to the most senior Bargaining Unit Member, he/she shall be given written specific reasons for the decision. If the most senior Bargaining Unit Member is not chosen for a vacancy, he/she will be given the written notice prior to the successful candidate being notified.
4. In the event one or more positions are eliminated, the least senior person teaching at the affected grade level or department shall be displaced.

#### D. INVOLUNTARY TRANSFER

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

by the Bargaining Unit Member in writing, the Superintendent shall furnish the reason for the transfer or reassignment in writing.

2. An involuntary transfer shall be made only to a vacant position as defined in A.2. in this Article. No Bargaining Unit Member will be subject to an involuntary transfer solely to create a vacancy.
3. No full-time Bargaining Unit Member shall be involuntarily transferred into a part-time position and no part-time Bargaining Unit Member shall be involuntarily transferred into a full-time position.

#### F. MISCELLANEOUS

1. In addition to the posting of vacancies, all Bargaining Unit Members will be issued a survey each spring to indicate their preferences for assignment for the next school year. Bargaining Unit Members indicating on this survey the desire for a transfer or change in assignment will be granted a conference to review their request prior to the closing of school.
2. Bargaining Unit Members shall be notified of their building and subject assignment, except in cases of emergency, no later than with the first payroll check issued in July.
3. The Board declares its support of a policy of filling vacancies in supervisory positions from within its own teaching staff, provided, however, nothing herein shall preclude the Board from determining that the interest of the school system can best be served by actively seeking candidates from outside the district. Vacancies shall be filled on the basis of experience, competency, qualification of applicant, length of service in the District, and other relevant factors.

### ARTICLE XXV

#### REDUCTIONS IN FORCE

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

- A. If the Board effects staff reduction by suspension of Bargaining Unit Members' contracts, such contract suspensions shall comply with Section 3319.17, Ohio Revised Code. For purposes of suspension of contracts, continuing contracts shall be given preference over limited contracts.

- B.
1. Bargaining Unit Members whose contracts were suspended pursuant to this Article shall be recalled in order of seniority to positions for which they hold a proper certificate. Bargaining Unit Members whose continuing contracts were suspended, however, shall have the recall rights provided in Section 3319.17, Ohio Revised Code.
  2. Notice of recall will be given by Certified Mail to the last address given to the Board by a Bargaining Unit Member. A copy of the notice of recall will be given to the Association. If a Bargaining Unit member fails to respond within ten (10) calendar days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.
  3. A Bargaining Unit Member who is laid off will remain on the recall list for twenty-four (24) months after the effective date of his/her layoff unless he/she:
    - a. waives his/her recall rights in writing;
    - b. resigns;
    - c. fails to accept recall to the position he/she held immediately prior to layoff or to a substantially equivalent position; or
    - d. fails to report to work in a position that he/she has accepted within ten (10) calendar days after receipt of the notice of recall unless such employee is sick or injured and notifies the Board, in writing, unless physically impossible, that he/she is unable to report because of the aforementioned condition. Bargaining Unit Members unable to accept recall because of illness/injury will not be considered for recall until the Bargaining Unit Member recovers from such illness or injury and informs the Board in writing. At that time such Bargaining Unit Member(s) will be again placed on the recall list with the same seniority, less the previous time spent on layoff.
  4. If the insurance carrier permits, while on layoff, a Bargaining Unit Member will have the option to remain an active participant in fringe benefit programs by contributing thereto the amount necessary to maintain such fringe benefits.
  5. If a Bargaining Unit Member is offered a position working less time than the position which he or she previously held, the Bargaining Unit Member may refuse or accept such a position without loss of recall rights.
- C. All benefits to which a Bargaining Unit Member was entitled at the time of his/her layoff, including unused accumulated sick leave and credits toward sabbatical eligibility will be restored to him/her upon return to active employment and he/she will be placed on the proper step of the salary schedule for his/her experience and education. A Bargaining Unit Member will not receive increment credits for the time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring continuing contract status.

- D. No vacancy in a teaching position will be filled by the Board until the procedures set forth in the Article have been complied with.
- E. Nothing in this Article shall limit or impair the Board's authority to terminate a contract pursuant to O.R.C. 3319.11 and Article XXVIII of this Agreement.
- F. If a Bargaining Unit Member remains on the payroll for payment for services already rendered, the Board will continue the Bargaining Unit Member's insurance fringe benefit coverage for that period of time, if allowed by the insurance carrier.
- G. In the event that an Administrator needs to return to a Bargaining Unit position, a position held by a current Bargaining Unit Member shall not be taken by that returning administrator.

## **ARTICLE XXVI**

### **FORMAL REPRIMAND OF BARGAINING UNIT MEMBER**

- A. A formal reprimand of any employee in the Bargaining Unit shall be in writing and shall include the cause/reason for the reprimand and the administrator's suggested remedy. No member of the Bargaining Unit shall be reprimanded without just cause, as defined in Article XXVIII, paragraph B.
- B. Prior to issuing a formal reprimand a fact finding meeting will take place. The Bargaining Unit Member shall be informed prior to or at the beginning of the meeting that it is a fact-finding meeting. Such meeting shall take place within 15 days after the administration receives knowledge of the incident or complaint. Any written reprimand concerning this incident or complaint shall be issued within 5 days of the fact-finding meeting.
- C. A Bargaining Unit Member may have an Association representative of his/her choice in an interview with any supervisor, if the Bargaining Unit Member reasonably believes the interview will result in a formal written reprimand or formal disciplinary action. If the Bargaining Unit Member is unable to secure representation of his/her choice, such meeting shall not continue until the Bargaining Unit Member is given sufficient time to secure representation.
- D. The Board agrees that no Bargaining Unit Member shall be reprimanded in the presence of any other Bargaining Unit Member (other than the Bargaining Unit Member's representative), students, or parents of students, or any non-certified employee or any member of the general public.
- E. Bargaining Unit Members shall not reprimand any employee of the Board in the presence of any other Board employee, student, parent of students, or any members of the general public.

## ARTICLE XXVII

### EVALUATION

The professional staff of Warren Local School District believes that Bargaining Unit Member evaluation should improve the instructional program. It should lead to an improved curriculum, scope and sequence of learning from K to 12, and it should document the strengths, as well as the weaknesses, of the staff.

We believe that there should be performance guidelines of standards which staff members may use in self evaluation and which evaluators may employ as they counsel and assist those with whom they are evaluating.

Evaluation Purposes:

- A. To improve instruction.
- B. To help the Bargaining Unit Member achieve greater effectiveness in teaching.
- C. To provide definite written records of a Bargaining Unit Member's performance to be used as:
  - 1. Evidence of a Bargaining Unit Member's performance.
  - 2. Evidence for advancement of position and awarding of continued employment.
  - 3. Reference material for recommendations.
  - 4. An on-going plan for improvement of instruction.
  - 5. Written documentation in cases of non-reappointment.

Appraisal:

- A. All monitoring or observation of the work performance of a Bargaining Unit Member shall be conducted openly and with full knowledge of the Bargaining Unit Member.
- B. All Bargaining Unit Members shall receive a copy of the evaluation instrument during group or individual orientation by October 1 of each year.

Definition-Evaluation means the use of the evaluation form included in the appendix. If any conflict exists between the provisions of this agreement and the evaluation instrument, the provisions of the contract shall prevail.

Fair Consideration of Work Effort:

- A. No Bargaining Unit Member shall be evaluated on his/her classroom performance except after fair and reasonable observation of the classroom work of a Bargaining Unit Member.

- B. All evaluations shall be signed by both the evaluator and by the Bargaining Unit Member and kept on file.
- C. The Bargaining Unit Member shall be given the opportunity to rebut the evaluation in writing and/or verbally.
- D. Any complaint made against a Bargaining Unit Member by any parent, student, or other person shall be promptly called to the attention of the Bargaining Unit Member, the person(s) shall be identified, and the Bargaining Unit Member shall be afforded the opportunity to answer or rebut such complaint.
- E. The grievance procedure shall be the exclusive forum for the presentation of complaints concerning the evaluation procedures as set forth in this agreement.
- F. Letters of rebuttal may be submitted and attached to evaluation reports. The letter of rebuttal shall be placed in the Bargaining Unit Member's personnel file.
- G. This article shall supersede and take the place of all sections of Ohio Revised Code sections 3319.11 and 3319.111 addressing issues of teacher evaluation. The term "evaluation procedure" as used in O.R.C. sections 3319.11 and 3319.111 shall mean the process set forth in this article. It is the intent of the parties by this subsection to provide that the Bargaining Unit Members shall be evaluated solely according to the procedures set forth in this collective bargaining agreement and that the evaluation procedures set forth in the Ohio Revised Code are not applicable to Bargaining Unit Members.
- H. By mutual agreement, the Bargaining Unit Member and the principal may agree to skip evaluation for a period of one year only.

Correct Deficiencies:

A Bargaining Unit Member who is declared deficient shall be given such deficiencies in writing and be given the opportunity to correct the deficiencies. The administration shall give definite positive assistance to the Bargaining Unit Member.

The approved evaluation form and procedure is found in Appendix D of this same contract.

## **ARTICLE XXVIII**

### **NON-RENEWAL OF LIMITED TEACHING CONTRACTS**

- A. 1. If the Superintendent intends to recommend the non-renewal of a limited teaching contract, the Bargaining Unit Member in question shall be given the reason(s) for such a recommendation at least two (2) work days prior to the Board taking action on the Bargaining Unit Member's contract. The Superintendent shall put the

reason(s) for his recommendation in writing. The Bargaining Unit Member may be accompanied by a representative of his/her choice (but not someone who is a member of a union other than OEA/NEA) at the time the Superintendent submits the reason(s).

2. Prior to official Board action, Bargaining Unit Members whose limited teaching contracts are subject to renewal shall be notified in writing at least two (2) work days in advance of the date when the Board intends to act on the Superintendent's recommendation.
  3. If the Board does not renew a limited teaching contract which has been recommended for renewal by the Superintendent, the Board shall give the Bargaining Unit Member the written reason(s) for such action in executive session and the Bargaining Unit Member may be accompanied by a representative of his/her choice, but not someone who is a member of a union other than OEA/NEA.
  4. If the Bargaining Unit Member referred to in paragraph three (3) is not present at the Board meeting when official action is taken to nonrenew the limited teaching contract, the Bargaining Unit Member shall, upon request, be given the reason(s) for the Board's action in executive session not later than the next regular Board meeting. If the Bargaining Unit Member does not attend that meeting, there shall be no further requirement of the Board to state its reason(s).
- B. The Board may non-renew a Bargaining Unit Member's contract for "just cause." "Just cause," for the purposes of this Article, means gross inefficiency or immorality, willful and persistent violations of reasonable rules and regulations of the Board, or for other good cause.
- C. This section shall govern the non-renewal of Bargaining Unit Members in their first two (2) limited contracts with the Board, issued pursuant to Article XX. No other section of this article, except sections A2 and G shall apply to Bargaining Unit Members in their first two (2) one-year limited contracts. It is the intent of the parties that a Bargaining Unit Member employed under the first two (2) regular limited teaching contracts with the Board issued pursuant to Article XX shall not be subject to the provisions and procedures contained in Ohio Revised Code Sections 3319.11 and 3319.111. The Board may non-renew the first or second one-year limited contract, issued pursuant to Article XX for no reason. A Bargaining Unit Member whose contract is going to be non-renewed under this subsection shall receive written notice at least two (2) days prior to the Board taking action. For these Bargaining Unit Members, it is the intent of the parties that the provisions of this subsection shall supersede and take the place of those provisions of the law.
- D. The limited contract of any Bargaining Unit Member may be terminated during its term for just cause as provided in O.R.C. 3319.16.

- E. This article does not apply to nonrenewal of contracts for the purpose of achieving a reduction in force, as provided for in Article XXV.
- F. Supplemental contracts are exempt from the provisions of this Article.
- G. When the Board determines that uncertainty regarding staffing needs in the district so requires, it may suspend the contracts of Bargaining Unit Members employed under either the first or second one (1) year limited contract rather than non-renewing such person's contract. A person suspended under this subsection shall be recalled if the Board and/or Superintendent determine that a vacancy exists for which the person is qualified. A Bargaining Unit Member suspended under this subsection shall have recall rights for 24 months. Nothing herein shall restrict the right of the Board to nonrenew the contract of a Bargaining Unit Member employed under the first or second one (1)-year limited contract.

## **ARTICLE XXIX**

### **BOARD PICKUP OF EMPLOYEE CONTRIBUTIONS TO STRS**

- A. For purposes of this Article, total annual salary per pay period for each Bargaining Unit Member shall be the salary otherwise payable under this Agreement and their contracts. The total annual salary per pay period of each Bargaining Unit Member shall be payable by the Board in two parts: (1) deferred annual salary and (2) cash salary. A Bargaining Unit Member's deferred annual salary shall be equal to that percentage of said Bargaining Unit Member's total annual salary or salary per pay period which is required from time to time by State Teachers Retirement System (STRS) to be paid as an employee contribution by said Bargaining Unit Member and shall be paid by the Board to STRS on behalf of said Bargaining Unit Member as a "pickup" of the STRS employee contribution otherwise payable by said Bargaining Unit Member. A Bargaining Unit Member's cash salary shall be equal to said Bargaining Unit Member's total annual salary or salary per pay period less the amount of the pickup for said Bargaining Unit Member and shall be payable, subject to the applicable payroll deductions, to said Bargaining Unit Member.
- B. The Board's total combined expenditures for Bargaining Unit Member's total annual salaries otherwise payable under their contracts and applicable Board policies, including pickup amounts and its employer contributions to STRS, shall not be greater than the amounts it would have paid for those items had this Article not been in effect.
- C. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total salary less the amount of the "pickup." The Board shall report for municipal income tax purposes as a

Bargaining Unit Member's gross income said Bargaining Unit Member's total annual salary, including the amount of the "pickup." The Board shall compute income tax withholding based upon the gross income as reported to the respective taxing authorities.

- D. The "pickup" provided for in paragraphs A-C of this Article shall be included in the Bargaining Unit Member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary, adjustments to be made due to absence, or any other similar purpose.
- E. Notwithstanding the foregoing provisions, the Board, without reducing the Bargaining Unit Members' salary, shall pay 5% of the Bargaining Unit Members' retirement contribution to the State Teachers Retirement System. The pickup provided for in this subsection shall be included in the Bargaining Unit Members' total annual salary for the purpose of determining salary for STRS purposes.

## **ARTICLE XXX**

### **WAIVER OF NEGOTIATIONS**

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

- D. Any bargaining during the duration of this contract, except the bargaining for a successor contract, shall be through the IBC. A majority of the IBC shall be required for approval of an addendum to this contract.
- E. If the parties have not reached agreement by the end of the mediation period, either the Board or the Association may, through their respective representatives on the IBC declare impasse. In the event of an impasse, the Board may implement its last position of changes in the wages, hours or other terms and conditions of employment as required. Adoption of the last position shall be an addendum to the contract.

## **ARTICLE XXXI**

### **SENIORITY**

#### A. DEFINITIONS

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

#### B. COMPUTING SENIORITY

- 1. Seniority shall be computed from the Bargaining Unit Member’s most recent date of continuous hire and shall begin to accrue as of his/her first day of actual service. If two or more Bargaining Unit Members have the same length of continuous service, then seniority shall be determined by lottery.
- 2. Seniority shall continue to accrue during the following:
  - a. Absences while on an approved paid leave;
  - b. Military Leave;
  - c. A resignation or non-renewal where the Bargaining Unit Member is re-employed or reinstated and returns to work the following school year;
  - d. Layoff;
  - e. A dismissal for just cause in which the Bargaining Unit Member is reinstated.
- 3. Seniority shall not be broken by approved unpaid leaves of absence or employment by the Board in a position which is not in bargaining unit, but such time shall not be counted in computing seniority.

4. Seniority shall be broken by the following:
  - a. Retirement, except according to Article XL
  - b. Resignation, except according to B.2.c
  - c. Non-renewal, except according to B.2.c
  - d. Discharge for just cause, except according to B.2.e

C. SENIORITY LIST

On or about September 30 of each school year, the Superintendent shall provide the Association with a list showing the seniority of each Bargaining Unit Member and of each other employee who is entitled to a continuing teaching contract. The list shall contain a notation of whether the employee is on a continuing or a limited contract.

**ARTICLE XXXII**

**BUILDING ACCESS**

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

**ARTICLE XXXIII**

**PART-TIME BARGAINING UNIT MEMBERS**

- A. Definition-Part-time Bargaining Unit Members are those individuals who are employed by the Board to work less than the 7 1/2 hour day 184 days per school year as is set forth in Article XI of this Agreement.
- B. Compensation-A part-time Bargaining Unit Member shall be paid a fraction of the full-time salary to which he/she would be entitled as a full-time employee. This fraction shall be equal to the fraction of a full-time work load, based on 1,380 hours per year (7.5 hours x 184 days) which he/she is contracted to work. For example, if a teacher is employed to work half-time, he/she would be paid .5 times his/her salary as set forth on the salary schedule.

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

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

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

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

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

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

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

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

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

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

Bereavement leave shall also be prorated in the same manner.

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

## **ARTICLE XXXIV**

### **O.S.H.A**

- A. If the Association and/or a Bargaining Unit Member has a concern or complaint it and/or he/she believes to be a violation of Ohio's O.S.H.A. laws and regulations, the concern or complaint shall be communicated to the building principal or Superintendent. It is the intent of the parties that before a complaint or charge is filed with government O.S.H.A. officials, the school district will be given a reasonable opportunity to undertake corrective action.
- B. When a complaint or concern has been communicated to the Administration, it will reply to the Bargaining Unit Member and/or Association in writing within 60 days, stating what action, if any, is to be taken to correct the violation.

## **ARTICLE XXXV**

### **CRIMINAL RECORDS CHECK**

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

## **ARTICLE XXXVI**

### **SPECIAL EDUCATION**

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

- A. Bargaining Unit Members involved with the delivery of education to a special needs student will be afforded the opportunity to participate in the preparation of an IEP Plan for that student. Each IEP team member has the right to give an opinion on what support services, devices, adaptations, aides, and resource materials are needed for a child with special needs to succeed.
- B. If the placement of any student into a regular classroom setting significantly disrupts the education of the other students or the teacher has a reasonable basis to believe that a student's current IEP is not meeting the student's unique needs, he/she may request that the local district coordinator review the concern, identify needed action, if any, and/or reconvene the IEP team. The Bargaining Unit Member, however, must have already sought the assistance of his/her principal.
- C. A list of special needs students by name, by grade, and by primary disabling condition for each district building will be available to affected Bargaining Unit Members from the building principal or his/her designee at the start of the school year.
- D. Each year, the Board shall make available professional development for regular and special education teachers who are providing service to integrated, included, mainstreamed or resource room students.

- E. In accordance with state and federal law and regulations, no Bargaining Unit Member shall be accountable if a student with special needs, while a participant in a regular education classroom or otherwise, does not achieve the growth projected in the student's annual goal and objectives. This section does not relieve the district nor the Bargaining Unit Member from making good faith effort to assist the child in achieving the annual goals and objectives.
- F. No Bargaining Unit Member shall be required to perform any medical procedure that requires specialized skills. No regular education Bargaining Unit Member shall be required to perform individual hygiene procedures.
- G. No Bargaining Unit Member shall be required to routinely administer medication. Bargaining Unit Members assigned a special needs student may be required to administer medication on an emergency basis. If the teacher voluntarily agrees to perform any such assistance, then he/she shall be considered to be acting in accordance with Board Policy.
- H. Notwithstanding the provisions of subparagraphs F & G, a Bargaining Unit Member may perform such functions that are related to his/her area of certification to the extent allowed by federal and state law.  
  
Support services identified in the IEP (e.g. classroom aides) will be provided to meet the identified needs of the child in the regular classroom. All necessary resources and materials as determined by the IEP team shall be provided to the educator.
- J. Bargaining Unit Members shall be given the opportunity to provide input into the hiring decision for aides that will be working in their classrooms. Bargaining Unit Members shall have input in the evaluation of an educational aide working in their classroom. Such input shall be taken into consideration by the administration in completing the aide's formal evaluation.
- K. A Bargaining Unit Member shall have the opportunity to give input prior to application to the state for any waiver that affects him/her.

## **ARTICLE XXXVII**

### **INTERVIEWING AND HIRING**

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

- A. All formal interviews for new certified staff members shall be conducted by an Interview Team. The Superintendent shall inform the President or Vice-President of the Association or his/her designee of a scheduled interview(s), and the opportunity to attend and participate. It will be the responsibility of the Association to assemble Bargaining Unit Members for the Interview Team. This will provide the opportunity for the Interview Team to consist of administrators and up to four (4) Bargaining Unit Members.
- B. Each Interview Team Member shall have a vote. At the conclusion of each set of interviews, the Interview Team shall make its recommendations for hiring based upon the voting of the Team. If more than one (1) candidate is recommended to the Superintendent, candidates will be recommended by rank order as determined by the Team.
- C. This article excludes interviewing for Superintendent or Treasurer.

### **ARTICLE XXXVIII**

#### **EXTRACURRICULAR ACTIVITY ADMISSION**

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

### **ARTICLE XXXIX**

#### **COMPLAINTS AGAINST BARGAINING UNIT MEMBERS**

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

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

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

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

If a satisfactory solution is not achieved by discussion with the principal, a written request for a conference shall be submitted to the Superintendent. This request will include: the specific nature of the complaint and a brief statement of facts giving rise to it; the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely; the action which the complainant wishes taken and the reasons why it is felt that such action be taken.

The Superintendent will attempt to resolve the complaint by meeting with the complainant. The Board shall be advised of the resolution.

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

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

These procedural steps shall not be required when an accusation is made in accordance with ORC 2151.421 requiring the reporting of injury and neglect of children nor in the case of an official investigation.

## **ARTICLE XL**

### **EMPLOYMENT OF PREVIOUSLY RETIRED PROFESSIONAL STAFF MEMBERS**

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

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

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

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

- A. Any current Bargaining Unit Member eligible to retire under STRS and wishing to continue teaching in their same position as a rehired retiree may do so by written notification to the Superintendent prior to March 1.
- B. The number of Bargaining Unit Members electing to retire/rehire shall be limited to fifteen (15) in each school year, if there are more than 15 applicants they shall be selected by seniority.
- C. For purposes of transfer, involuntary transfer, reassignment or a reduction in force, the upcoming retired/rehired Bargaining Unit Member's seniority will remain in effect through the first work day of the following school year.
- D. PRTS shall be placed on the Bargaining Unit Member's salary schedule at their academic training level at step 0 and advance in typical fashion from step to step based upon years of service as a reemployed retiree.
- E. PRTS shall receive a two-year limited contract of employment. Such contract shall automatically terminate at the end of the contract without further action, notice or procedure by the board. Continued employment beyond the initial two-year limited contract shall be solely at the discretion of the Board. Any subsequent contracts issued to the PRT shall be one-year limited contracts which shall also automatically terminate at the end of each contract. A PRT shall be ineligible for a continuing contract of employment.
- F. PRT's shall be eligible for supplemental contracts at the sole discretion of the Board.

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

## **ARTICLE XLI**

### **ENTIRE AGREEMENT CLAUSE**

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

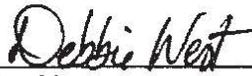
ARTICLE XLII

DURATION OF CONTRACT

This contract shall become effective 12:01 A.M. June 30, 2011, and shall expire at midnight June 30, 2014.

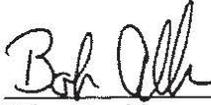
IN WITNESS WHEREOF, the parties have caused this contract to be executed on the day and year first mentioned above.

For the Board:

  
\_\_\_\_\_  
President

For the Association:

  
\_\_\_\_\_  
President

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

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

# APPENDIX A

## WARREN LOCAL SCHOOL DISTRICT PERSONAL/EMERGENCY LEAVE APPLICATION

\*(ABSENCE FROM DUTY REQUEST)  
Certified

Name: \_\_\_\_\_

Date of requested absence: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. \_\_\_\_\_

\_\_\_\_\_  
Date Submitted

\_\_\_\_\_  
Signature of Employee

- Superintendent approval
- Superintendent disapproval

- Principal approval
- Principal disapproval

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\*I request permission to be absent from regular school duties in accordance with Article XIX, Subsection H of the agreement between Warren Local Education Association and the Board of Education.

*White – Treasurer*

*Yellow - Personnel File*

*Pink - Principal/Supervisor*

*Gold – Employee*

**APPENDIX B**

**Warren Local School District  
Certified Salary Schedule 2011-2012**

<b>Bachelors</b>			<b>Bachelors 150</b>			<b>Masters</b>			<b>Master's + 15</b>			<b>Master's + 30</b>		
Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary
0	1.00	30,469	0	1.04	31,688	0	1.10	33,516	0	1.15	35,039	0	1.30	39,610
1	1.04	31,688	1	1.09	33,211	1	1.15	35,039	1	1.20	36,563	1	1.35	41,133
2	1.08	32,907	2	1.13	34,430	2	1.20	36,563	2	1.25	38,086	2	1.40	42,657
3	1.12	34,125	3	1.18	35,953	3	1.25	38,086	3	1.30	39,610	3	1.45	44,180
4	1.16	35,344	4	1.22	37,172	4	1.30	39,610	4	1.35	41,133	4	1.50	45,704
5	1.20	36,563	5	1.27	38,696	5	1.35	41,133	5	1.40	42,657	5	1.55	47,227
6	1.24	37,782	6	1.31	39,914	6	1.40	42,657	6	1.45	44,180	6	1.60	48,750
7	1.28	39,000	7	1.36	41,438	7	1.45	44,180	7	1.50	45,704	7	1.65	50,274
8	1.32	40,219	8	1.40	42,657	8	1.50	45,704	8	1.55	47,227	8	1.70	51,797
9	1.36	41,438	9	1.45	44,180	9	1.55	47,227	9	1.60	48,750	9	1.75	53,321
10	1.40	42,657	10	1.49	45,399	10	1.60	48,750	10	1.65	50,274	10	1.80	54,844
11	1.44	43,875	11	1.54	46,922	11	1.65	50,274	11	1.70	51,797	11	1.85	56,368
12	1.44	43,875	12	1.54	46,922	12	1.70	51,797	12	1.75	53,321	12	1.90	57,891
13	1.44	43,875	13	1.54	46,922	13	1.70	51,797	13	1.75	53,321	13	1.90	57,891
14	1.46	44,485	14	1.56	47,532	14	1.72	52,407	14	1.77	53,930	14	1.92	58,500
15	1.46	44,485	15	1.56	47,532	15	1.72	52,407	15	1.77	53,930	15	1.92	58,500
16	1.46	44,485	16	1.56	47,532	16	1.72	52,407	16	1.77	53,930	16	1.92	58,500
17	1.46	44,485	17	1.56	47,532	17	1.72	52,407	17	1.77	53,930	17	1.92	58,500
18	1.46	44,485	18	1.56	47,532	18	1.72	52,407	18	1.77	53,930	18	1.92	58,500
19	1.46	44,485	19	1.56	47,532	19	1.72	52,407	19	1.77	53,930	19	1.92	58,500
20	1.48	45,094	20	1.61	49,055	20	1.74	53,016	20	1.79	54,540	20	1.94	59,110
21	1.49	45,399	21	1.61	49,055	21	1.76	53,625	21	1.82	55,454	21	1.97	60,024
22	1.49	45,399	22	1.61	49,055	22	1.76	53,625	22	1.82	55,454	22	1.97	60,024
23	1.49	45,399	23	1.61	49,055	23	1.76	53,625	23	1.82	55,454	23	1.97	60,024
24	1.49	45,399	24	1.61	49,055	24	1.76	53,625	24	1.82	55,454	24	1.97	60,024
25	1.49	45,399	25	1.61	49,055	25	1.76	53,625	25	1.82	55,454	25	1.97	60,024
26	1.49	45,399	26	1.61	49,055	26	1.76	53,625	26	1.82	55,454	26	1.97	60,024
27	1.50	45,704	27	1.62	49,360	27	1.78	54,235	27	1.84	56,063	27	2.00	60,938
28	1.50	45,704	28	1.62	49,360	28	1.78	54,235	28	1.84	56,063	28	2.00	60,938
29	1.50	45,704	29	1.62	49,360	29	1.78	54,235	29	1.84	56,063	29	2.00	60,938
30	1.50	45,704	30	1.62	49,360	30	1.78	54,235	30	1.84	56,063	30	2.00	60,938
31	1.50	45,704	31	1.62	49,360	31	1.78	54,235	31	1.84	56,063	31	2.00	60,938
32	1.50	45,704	32	1.62	49,360	32	1.78	54,235	32	1.84	56,063	32	2.00	60,938
33	1.50	45,704	33	1.62	49,360	33	1.78	54,235	33	1.84	56,063	33	2.00	60,938
34	1.50	45,704	34	1.62	49,360	34	1.78	54,235	34	1.84	56,063	34	2.00	60,938
35	1.50	45,704	35	1.62	49,360	35	1.78	54,235	35	1.84	56,063	35	2.00	60,938
36	1.50	45,704	36	1.62	49,360	36	1.78	54,235	36	1.84	56,063	36	2.00	60,938
37	1.50	45,704	37	1.62	49,360	37	1.78	54,235	37	1.84	56,063	37	2.00	60,938
38	1.50	45,704	38	1.62	49,360	38	1.78	54,235	38	1.84	56,063	38	2.00	60,938
39	1.50	45,704	39	1.62	49,360	39	1.78	54,235	39	1.84	56,063	39	2.00	60,938
40	1.50	45,704	40	1.62	49,360	40	1.78	54,235	40	1.84	56,063	40	2.00	60,938

**APPENDIX B**

**Warren Local School District  
Certified Salary Schedule 2012-2014**

<b>Bachelors</b>			<b>Bachelors 150</b>			<b>Masters</b>			<b>Master's + 15</b>			<b>Master's + 30</b>		
Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary
0	1.00	30,469	0	1.04	31,688	0	1.10	33,516	0	1.15	35,039	0	1.30	39,610
1	1.04	31,688	1	1.09	33,211	1	1.15	35,039	1	1.20	36,563	1	1.35	41,133
2	1.08	32,907	2	1.13	34,430	2	1.20	36,563	2	1.25	38,086	2	1.40	42,657
3	1.12	34,125	3	1.18	35,953	3	1.25	38,086	3	1.30	39,610	3	1.45	44,180
4	1.16	35,344	4	1.22	37,172	4	1.30	39,610	4	1.35	41,133	4	1.50	45,704
5	1.20	36,563	5	1.27	38,696	5	1.35	41,133	5	1.40	42,657	5	1.55	47,227
6	1.24	37,782	6	1.31	39,914	6	1.40	42,657	6	1.45	44,180	6	1.60	48,750
7	1.28	39,000	7	1.36	41,438	7	1.45	44,180	7	1.50	45,704	7	1.65	50,274
8	1.32	40,219	8	1.40	42,657	8	1.50	45,704	8	1.55	47,227	8	1.70	51,797
9	1.36	41,438	9	1.45	44,180	9	1.55	47,227	9	1.60	48,750	9	1.75	53,321
10	1.40	42,657	10	1.49	45,399	10	1.60	48,750	10	1.65	50,274	10	1.80	54,844
11	1.44	43,875	11	1.54	46,922	11	1.65	50,274	11	1.70	51,797	11	1.85	56,368
12	1.44	43,875	12	1.54	46,922	12	1.70	51,797	12	1.75	53,321	12	1.90	57,891
13	1.44	43,875	13	1.54	46,922	13	1.70	51,797	13	1.75	53,321	13	1.90	57,891
14	1.46	44,485	14	1.56	47,532	14	1.72	52,407	14	1.77	53,930	14	1.92	58,500
15	1.46	44,485	15	1.56	47,532	15	1.72	52,407	15	1.77	53,930	15	1.92	58,500
16	1.46	44,485	16	1.56	47,532	16	1.72	52,407	16	1.77	53,930	16	1.92	58,500
17	1.46	44,485	17	1.56	47,532	17	1.72	52,407	17	1.77	53,930	17	1.92	58,500
18	1.46	44,485	18	1.56	47,532	18	1.72	52,407	18	1.77	53,930	18	1.92	58,500
19	1.46	44,485	19	1.56	47,532	19	1.72	52,407	19	1.77	53,930	19	1.92	58,500
20	1.48	45,094	20	1.61	49,055	20	1.74	53,016	20	1.79	54,540	20	1.94	59,110
21	1.49	45,399	21	1.61	49,055	21	1.76	53,625	21	1.82	55,454	21	1.97	60,024
22	1.49	45,399	22	1.61	49,055	22	1.76	53,625	22	1.82	55,454	22	1.97	60,024
23	1.49	45,399	23	1.61	49,055	23	1.76	53,625	23	1.82	55,454	23	1.97	60,024
24	1.49	45,399	24	1.61	49,055	24	1.76	53,625	24	1.82	55,454	24	1.97	60,024
25	1.49	45,399	25	1.61	49,055	25	1.76	53,625	25	1.82	55,454	25	1.97	60,024
26	1.49	45,399	26	1.61	49,055	26	1.76	53,625	26	1.82	55,454	26	1.97	60,024
27	1.50	45,704	27	1.62	49,360	27	1.78	54,235	27	1.84	56,063	27	2.00	60,938
28	1.50	45,704	28	1.62	49,360	28	1.78	54,235	28	1.84	56,063	28	2.00	60,938
29	1.50	45,704	29	1.62	49,360	29	1.78	54,235	29	1.84	56,063	29	2.00	60,938
30	1.50	45,704	30	1.62	49,360	30	1.78	54,235	30	1.84	56,063	30	2.00	60,938
31	1.50	45,704	31	1.62	49,360	31	1.78	54,235	31	1.84	56,063	31	2.00	60,938
32	1.50	45,704	32	1.62	49,360	32	1.78	54,235	32	1.84	56,063	32	2.00	60,938
33	1.50	45,704	33	1.62	49,360	33	1.78	54,235	33	1.84	56,063	33	2.00	60,938
34	1.50	45,704	34	1.62	49,360	34	1.78	54,235	34	1.84	56,063	34	2.00	60,938
35	1.50	45,704	35	1.62	49,360	35	1.78	54,235	35	1.84	56,063	35	2.00	60,938
36	1.50	45,704	36	1.62	49,360	36	1.78	54,235	36	1.84	56,063	36	2.00	60,938
37	1.50	45,704	37	1.62	49,360	37	1.78	54,235	37	1.84	56,063	37	2.00	60,938
38	1.50	45,704	38	1.62	49,360	38	1.78	54,235	38	1.84	56,063	38	2.00	60,938
39	1.50	45,704	39	1.62	49,360	39	1.78	54,235	39	1.84	56,063	39	2.00	60,938
40	1.50	45,704	40	1.62	49,360	40	1.78	54,235	40	1.84	56,063	40	2.00	60,938

**APPENDIX C**  
**WARREN LOCAL**  
**GENERAL PROCEDURAL GUIDELINES**

- I. The evaluation process shall consist of pre-observation conference, evaluation, and post-evaluation, and post-evaluation conference, using the Pre-Observation Form, the Classroom Observation form and the General Evaluation Report. The Target Appraisal Form may also be used in the process. The classroom observation shall take place within one week following the pre-observation conference.
- II. The evaluation is to be done by the building principal, assistant principal, or assigned supervisor.
- III. Comments may be made for each of the evaluative criteria, but must be made for each criterion marked “needs improvement.” Home principal will complete evaluation documents for traveling teachers.
- IV. Teachers may make written comments on the evaluation instrument during or within 5 school days after the post-observation conference.
- V. Areas that do not apply to a particular individual’s performance should be marked NA (not applicable).
- VI. A Target Appraisal may be required for areas needing improvement.
- VII. Within 48 hours after an observation is completed, a post-conference time will be established between the principal and the teacher. This post-conference will be no more than 10 days after the observation.
- VIII. The sequence of evaluations shall be:

Veteran Teachers

A minimum of 1 time per year

New Teachers

A minimum of 2 times per year for each of the first 2 years

**EVALUATION SEQUENCE**

<u>Action</u>	<u>Completion Date</u>
I. Group and individual orientation to evaluation	by October 1
II. Observations	by March 30
III. *All forms turned in are to be put in the teachers permanent File for action on any termination.	by April 30
IV. Tentative planning for forthcoming year.	By May 1

***\*Note: This is a mandatory completion date.***

**WARREN LOCAL  
EVALUATION INSTRUMENT**

SCHOOL \_\_\_\_\_ SCHOOL YEAR \_\_\_\_\_

TEACHER'S NAME \_\_\_\_\_

CURRENT CONTRACT STATUS \_\_\_\_\_

**FIRST**

PRE-OBSERVATION TIME \_\_\_\_\_ DATE \_\_\_\_\_

OBSERVATION TIME \_\_\_\_\_ DATE \_\_\_\_\_

POST OBSERVATION TIME \_\_\_\_\_ DATE \_\_\_\_\_

GRADE LEVEL \_\_\_\_\_ SUBJECT \_\_\_\_\_

I, \_\_\_\_\_, request a second evaluation. DATE \_\_\_\_\_

**SECOND**

PRE-OBSERVATION TIME \_\_\_\_\_ DATE \_\_\_\_\_

OBSERVATION TIME \_\_\_\_\_ DATE \_\_\_\_\_

POST OBSERVATION TIME \_\_\_\_\_ DATE \_\_\_\_\_

GRADE LEVEL \_\_\_\_\_ SUBJECT \_\_\_\_\_

**TARGET APPRAISAL**

I, \_\_\_\_\_, request a target appraisal. DATE \_\_\_\_\_

**WARREN LOCAL  
PRE-OBSERVATION CONFERENCE  
FORM**

- I. What is the topic to be presented in the observed lesson?
  
- II. What course of study objective and any additional objectives will be covered in this lesson?
  
- III. How will you determine if the objective was achieved?
  
- IV. What methods and/or materials will you use to achieve the objective?
  
- V. Are there any special problems that I should be aware of in observing this class?
  
- VI. Is there anything that I can do during this observation to make you feel as comfortable as possible?
  
- VII. Other comments:

Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluatee Signature \_\_\_\_\_ Date \_\_\_\_\_

**WARREN LOCAL  
EVALUATION REPORT**

*S – Satisfactory*

*NI - Needs Improvement*

*NA – Not Applicable*

<b>PERSONAL QUALITIES</b>	<b>S</b>	<b>NI</b>	<b>NA</b>	<b>COMMENTS</b>
<b>School Relationship -</b> <i>Rapport with fellow teachers, cooperates with administration</i>				
<b>Community Relationship -</b> <i>Works with parents/community exhibiting poise, understanding, tact</i>				
<b>Student Relationship -</b> <i>Professional, good rapport, positive approach, shows respect and concern</i>				
<b>Personality Disposition -</b> <i>Pleasant, patient, tactful, courteous, enthusiastic, sense of mission</i>				

**COMMENTS:**

<b>PROFESSIONAL QUALITIES</b>	<b>S</b>	<b>NI</b>	<b>NA</b>	<b>COMMENTS</b>
<b>Appearance of Classroom -</b> <i>Neat, attractive, conducive to learning</i>				
<b>Promptness in Reporting -</b> <i>Grades, reports, other required material</i>				
<b>Reliability -</b> <i>Consistent, dependable, punctual, accepts and meets responsibilities</i>				
<b>Personal Grooming and Appearance -</b> <i>Neat, appropriate to profession</i>				
<b>Professional Growth -</b> <i>Attends inservices, participates in professional meetings, workshops and conferences, post degree study</i>				
<b>Attendance -</b> <i>Daily, school functions, staff meetings</i>				
<b>Follows Guidelines and Policies -</b> <i>Faculty handbook, student policy book</i>				

**COMMENTS:**

**WARREN LOCAL  
CLASSROOM OBSERVATION**

*S – Satisfactory*

*NI - Needs Improvement*

*NA – Not Applicable*

<b>TEACHING QUALITIES</b>	<b>S</b>	<b>NI</b>	<b>NA</b>	<b>COMMENTS</b>
<i>New Ideas and Techniques - Variety in methods and materials</i>				
<i>Class Preparation - Current lesson plans (including emergency plans), organization of instruction</i>				
<i>Use of Education Resources - Equipment, materials, community resources</i>				
<i>Homework Assignments - meaningful and reasonable, considerate of student time and ability</i>				
<i>Pupil Evaluation - frequent, fair and meaningful, students made aware of lesson purpose, intervenes – to check progress</i>				
<i>Intervenes - provides for individual differences of each child</i>				
<i>Motivation of Learning - stimulates students, aids educational growth</i>				
<i>Questioning Techniques - Demonstrates skill in questioning and Responding to questions, challenges, Encourages, guides critical thinking</i>				

**COMMENTS:**

<b>STUDENT MANAGEMENT</b>	<b>S</b>	<b>NI</b>	<b>NA</b>	<b>COMMENTS</b>
<i>Enforces classroom, building and district rules</i>				
<i>Assumes responsibility for own classroom</i>				
<i>Helps in control of students outside of classroom, hallways, assemblies, restrooms, etc.</i>				
<i>Refers problems of higher magnitude to administration</i>				

Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluatee Signature \_\_\_\_\_ Date \_\_\_\_\_

**WARREN LOCAL  
TARGET APPRAISAL FORM**

School \_\_\_\_\_ Teacher \_\_\_\_\_

I. INITIAL CONFERENCE DATE \_\_\_\_\_

A. Teacher Targets (to be established jointly by the evaluator and evaluatee):

B. Operational Procedures (any activities which will lead to the fulfillment of the teacher target):

1. Role (Evaluator):

2. Role (Evaluatee):

3. Tentative date for final conference \_\_\_\_\_

C. Date target established \_\_\_\_\_

Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluatee Signature \_\_\_\_\_ Date \_\_\_\_\_

**WARREN LOCAL  
FINAL TARGET CONFERENCE**

- A. Appraisal based on \_\_\_\_\_ classroom observations.  
Number
- B. Appraisal based on \_\_\_\_\_ evaluator/evaluatee conferences.  
Number

C. Appraisal of target fulfillment:

1. Check one:

\_\_\_\_\_ Target goals were met.

\_\_\_\_\_ Target goals were not met.

2. Comments (Evaluator):

Suggested follow-up:

3. Comments (Evaluatee):

Suggested follow-up:

Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluatee Signature \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX D

### Warren Local School District

#### **3319.08 Contracts for employment or reemployment of teachers.**

- (B) A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or is retired pursuant to former section 3307.37 of the Revised Code, or until it is terminated or suspended and shall be granted only to the following:
  - (1) Any teacher holding a professional, permanent, or life teacher's certificate;
  - (2) Any teacher holding a professional educator license who has completed the applicable one of the following:
    - (a) If the teacher did not hold a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;
    - (b) If the teacher held a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure