

The negotiation strategy we used this year is called Interest-Based Bargaining. The process included representatives from different groups in the district. We all met, sharing concerns and stories, to work together and collaborate to find solutions to ongoing concerns as well as new ones.

Please do not hesitate to reach out to us with your questions and concerns. We cannot solve everything, but you will always have a voice.

## **Negotiation Items and Resolutions**

### **Recognition**

- The Board and the professional teaching staff recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the District. The Board recognizes its obligation to operate in accordance with all statutory provisions of the state, and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes. The Board will not reduce, negotiate, or delegate its legal responsibilities.
- The Board and the professional teaching staff mutually agree to implement the agreement as written; however, notwithstanding any other provision of this agreement, both parties further recognize that the Board of Education reserves the right to make decisions as it determines, in its judgment and at its sole discretion, are appropriate for the District and its students.
- The Superintendent of Schools is delegated the responsibility and authority to implement the established policies, and the professional teaching staff has the responsibility to carry out established policies and administrative regulations.
- In accordance with district policy and state law, the District will mutually participate in good faith discussions with WNEA and MSTA-CTA regarding salary, working conditions, benefits, and other matters of concern.
- Tentative recommendations will be set down in writing, dated and signed by the association presidents, district superintendent and submitted to the Board for approval. After the Board votes to approve, it will be signed and dated by the president of the Board and go into effect on July 1 of the next fiscal year.

**Negotiating Members during the 2020-2021 year for 2021- 2022 School Year Agreement**

**WEA Members**

Hope Tinnin  
Terrie Hunter

**MSTA Members**

Debbie Toebben  
Karen Raterman

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**Faculty/Staff**

Don Grissum, Andrew Roberge, Rhonda Woods, Jessica Thomas,  
Miriam Schaefer, Taryn Morris, Jessica Napier, John Schulte, Donna Sherman, Holly Faerber,  
Jennifer Sidy, Molly Shepard

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**R-III Administrative Team**

**Administrators/Directors**

Dr. Gregg Klinginsmith  
Dr. Aaron Jones  
Dr. Bobbie Russell, WRE  
Dr. Stacie Goldsmith, DBE  
Mr. Steve Weeks, RBE  
Dr. Susan Boctor, BHMS  
Dr. Brad Ross, WHS  
Mr. Dave Tinnin, Transportation

Mr. Ron Greer, Technology  
Mrs. Deb Linke, Food Service  
Dr. Emily Turner, Director ECSE  
Mrs. Julie Corrigan, Director of Accounting  
Mr. John Chandler, Director of Maintenance

**Board Members**

Mrs. Ginger Schenck

## AGREEMENT:

### **Superintendent Advisory Team Protocol (SAT)**

1. Meetings will be held monthly starting in August and ending in May. Membership will be comprised of central office administrators, WEA and MSTA presidents with a representative from each building and 1 board member as needed. Association representatives will take detailed notes on the discussions at each meeting and be responsible for reporting them to the Board of Education. Each issue that is agreed upon during this meeting should be documented in the notes. If something is tabled until the next meeting then that too will be documented in the notes for all staff to see. There will be a general agenda for each meeting that will be followed; agenda protocol is that items can be brought from the principal advisory team (PAT) to be discussed at the (SAT) level.
2. An agenda will be created before the meeting. SAT members should add agenda items. Items should be placed on the agenda 24 hours in advance, unless emergencies. Items not on the agenda that are discussed or that have not gone through the proper protocol will not be part of the notes.
3. The WEA and MSTA-CTA will formally present their ideas to the district administration and the Board of Education at the regularly scheduled board meetings. The administration will work cooperatively with the Board of Education and develop a list of ideas that will be presented by the district administration to the teacher organizations at the regularly scheduled May meeting.

### **Principal Advisory Committee**

1. The Principal Advisory Committee in each building will have a uniform process, and an agenda will be used and minutes will be kept. It will be the responsibility of the committee to designate a secretary to record minutes and then the building principals will distribute them to staff and administration.
2. PAT meetings will be held monthly in each attendance center beginning in September and ending in May. The committee will have representatives from each grade level or department including IST, SPED, and CLAMP. If the designated representative for this committee cannot attend then the department or grade level is responsible for finding a replacement. Meetings will last no longer than 1 hour and the meeting can be held before or after school. This is a strictly voluntary committee and participation is not mandatory. The committee will designate a note keeper to be responsible for disseminating the discussed information to all building staff. Each grade level and department will have an

opportunity to bring concerns to the table for discussion. If an issue is not resolved at the building level it will be referred to the next SAT meeting.

### **Section 1: Contracted Time**

1. Contracted day for the 4 day week for teachers will be 7:15am to 3:45pm Tuesday-Friday. (2019)
2. ECSE- teachers at ECSE will be 7:15am to 3:45pm. (2019)
3. Mondays with Professional Development- the day will begin with faculty/staff meeting from 7:15am to 8:15am and PD will be from 8:15am- 3:45pm. Practice will not begin until 4:00pm. (2019)
4. During the opening PD days before school begins; teachers will have at least 33 to 40% of the time to work in their rooms. Example: If we schedule 3 days of PD before school starts, the teachers will have the equivalent to 1 day of working in their classrooms. 5 days of PD would warrant 2 days of classroom work time. Any grade level team time would come from the teacher's classroom time.
5. Building level meetings will not exceed 2 hours per month after school. (2022)
6. All certified teaching staff will receive a minimum of 50-60 minutes of plan time per day depending on the individual building's schedule. All certified staff will have at least one continuous 30 minute block of plan time. If this criterion is not met it must be reviewed and approved by the superintendent or designee.(2022)
7. Children of staff, are not allowed during contracted PD days
8. Before and after school (contracted time only)(2019)
  - a. Before school, if the staff member has a scheduled duty, their child needs to be in the designated area of the staff member's school or the school the student attends.
  - b. After school, the staff's child should be supervised by the parent or another adult.

### **Section 2: Certified Staff**

1. Planned absences- lessons will be ready to go before the first day of the planned absence. The lessons will be completed for the length of the absence.
2. Grading- on a planned, long-term absence; the substitute will be responsible for grading all student work.
3. Communication in a timely manner- a response will be made ASAP to a parent/guardian but needs to be within 2 working days.

### **Section 3: Negotiations Procedures**

1. Interest-Based Bargaining: The process includes members from different groups in the district. We will be sharing concerns and stories to collaborate to find solutions for the betterment of the district. (2018)

### **Section 4: Evaluations/Surveys**

1. An administrative survey will be done on each administrator in each building. This survey will be sent by the first week in May. Results are used for discussions between District Administrators and Building Administrators. (2014)

2. As part of the evaluation process, administration and designated staff from each building will work to develop the standards used in the NEE process each May. Also, administrators will work closely with mentors and department heads on the progress of new and progressing teachers. (2014)

### **Section 5: Salary Schedules**

1. For the 2022-2023 school year, all staff members will receive a step for experience and any column change for accumulated graduate classes or CEU.
2. All salaries that start below \$12.00 per hour will be raised to \$12.00. Those salary schedules will be adjusted to include the increase of the base.
3. If the state sets minimum salary for teachers to \$38,000, the teachers under \$38,000, will receive a stipend, that brings them to 38,000, for completing the mentor program or some other district approved training, each year the state funds the program.
4. Top step-Those that reach the end of the salary schedule will receive at least a 1% increase of their last year salary.
5. New salary schedules are attached

### **Section 6: Summer School Pay**

1. For the 2023 summer school there will be a \$1.00 per hour increase for teacher and nurses summer school staff (\$26.00).
2. All paras will make their hourly rate.

### **Section 7: Leave Time**

1. Personal leave is now Paid Time Off
2. Employees may rollover 3 Paid Time Off days over to the next school, year up to a max of 6 PTO days.

### **Section 8: Retirement**

Employees retiring and plan to use their buyout to help pay PSRS of service time, may receive their payout of sick, personal and vacation days before their final paycheck. Their last contract day must be established before the buyout will be issued

If a noncertified employee is planning to retire and they inform the district 13 months prior to retirement, the employee will be placed on the correct step for their final year.

Certified employees, planning to retire, must inform the district prior to July 1st of their final contracted year to be placed on the correct step for their final year.

### **Section 6: Advisory Teams**

1. Meetings will be held monthly starting in August and ending in May. Membership will be composed of central office administrators, WEA and MSTA presidents/co-presidents

with 3 to 5 members from their organization and 1 board member as needed. Association representatives will take detailed notes on the discussions at each meeting. Each issue that is agreed upon during this meeting should be documented in the notes. If something is tabled until the next meeting then that too will be documented in the notes for all staff to see. There will be a general agenda for each meeting that will be followed; agenda protocol is that items can be brought from the Principal Advisory Committee (PAC) to be discussed at the (SAT) level. (2013)

2. Teachers, Administrators and Board Members agree to follow proper protocol on the chain of command with respect to concerns brought forth on district employees. Staff, Administrators, and Board members will refer all concerns of employees to the proper building administrator, Assistant Superintendent or Superintendent for review as per board policy. (2015)
3. SAT will continue as previously stated in agreements.

### **PAC- Principal's Advisory Committee**

- a. PAC meetings will be held monthly in each attendance center beginning in September and ending in May. The committee will have representatives from each grade level or department Including IST, SPED, and CLAMP. If the designated representative for this committee cannot attend then the department or grade level is responsible for finding a replacement. Meetings will last no longer than 1 hour and the meeting can be held before or after school. This is a strictly voluntary committee and participation is not mandatory. The committee will designate a note keeper to be responsible for disseminating the discussed information to all building staff. Each grade level and department will have an opportunity to bring concerns to the table for discussion. If an issue is not resolved at the building level it will be referred to the next SAT meeting. (2013)
- b. The Principal Advisory Committee in each building will have a uniform process. It will be called the Principal Advisory Committee in each building, and an agenda will be used and minutes will be kept. It will be the responsibility of the committee to designate a secretary to record minutes and then the building principals will distribute them to staff and administration. (2014)
- c. Principal's Advisory Committee (PAC) will continue as previous agreements have stated.

### **Section 7: Miscellaneous**

1. Chain of Command in buildings and districts- make sure you are following the chain of command when issues arise. The person hearing the concern will listen and check if the proper chain of command was followed. Both organizations will ask the person to return to the lowest level of concern to try and resolve and come up with a solution. Both organizations will help if uncertain of the chain of command levels.
2. Websites- Be sure to ask the tech department if a site can be accessed. If it meets the FERPA and COPA requirements it can be opened.

3. Timing of hiring employees- We will continue with past/current practices.
  - a. Step added if hired before January
  - b. If hired after January 1, they will stay on the current step
4. Conditions of buildings- There is a 5-year plan to maintain our buildings. Please continue to report to your principal so repairs can be made in a timely manner.
5. Technology:
  - a. Create a doc that shows the rotation schedule
    - i. 5 year rotation on computers
    - ii. 8 y rotation for projectors
    - iii. 10 y rotation for smartboard
  - b. Scheduled technology building concerns meeting- (minimum once a quarter)
  - c. Teacher and staff should be sure to access the Help Desk to help with technology issues
  
6. **Process for hourly employees to be able to student-teach in the district. In order for the employee to continue to be paid they must meet the following criteria:**
  - a. Must meet university requirements
  - b. If the hourly employee can student teach without creating an additional hardship on the building, creating a new position, or involuntary transferring other employees, then the hourly employee will continue to be paid.
  - c. Upon completion of student teaching, the employee will be allowed to return to an equivalent position.
  - d. If the employee is unable to meet the above requirements, the employee will be placed on unpaid leave.(2021)
  
7. **Insurance for the 2022-2023 school year**
  - a. District paid PPO deductible \$2500.00, dental and vision. (2022)
  
8. **Class size for virtual student**
  - d. The GOALS are: (individual situations may differ)
  - e. A goal of 35 Elementary, 35 MS, 35 HS max class size for virtual
  - f. A goal is to lump virtual students together in the same hour in SIS
  - g. Teacher has a 2 Max prep per period of the day for virtual classes.
  - h. Not combining classes when possible
  - i. Be conscience of minimum class size
  - j. Combined max class size for virtual and in person
  - k. Pay for MOCAP until it is fiscally possible
  - l. Optimizing Core 42 - dual credit options for students.
  - m. Consider, if funds allow, a stipend for teaching both in-person and virtual in the same hour. (2021)
  
9. **Class coverage no sub available**

- a. Building will ask for volunteers first and the building administration will develop a rotation sub list for all certified staff in the building. Volunteers to sub will be used first. If there are not enough volunteers to subs then staff will be selected off the rotation list to sub. Building principals have authority to use discretion to cover classes. (2021)

#### **10. Pay for Coaches**

- a. Coaches will be paid their stipend equally over 12 months.(2021)
- b. Hourly people will be paid evenly during the season only.(2021)

#### **Section 8: Employees**

##### **12-month employees will receive a paid day off the Wednesday before Thanksgiving**

1. Maintenance employees will continue to work a rotation on district closed days to check buildings.

##### **Snow day pay for 12 month hourly employees (the district is not closed)**

1. Work normal hours for that day.
2. If they take a vacation day they take the number of hours they would have worked that day.

##### **If the District is closed-**

1. The 12 month hourly employees will be paid for the hours scheduled to work for the time the district is closed

##### **Snow day pay for 9 month hourly employees**

1. If the day is not going to be made up due to it being an Alternative Learning Day, the employee will be paid for the number of hours they were scheduled to work that day.
2. Their schedule needs to be set and consistent when possible
3. Principal and directors must review and sign off on the number of hours expected to work
4. On the snow makeup week overtime is approved but the with working with the supervisor

##### **9 month certified (teachers) during Alternative Methods of Instruction Day (AMI)**

1. Be available by phone (does not need to be personal phone) or email during normal school hours. And provide instructional material as appropriate. (2020)

##### **If the District is closed and the day will be made up-**

1. 9 month employees will be paid when the day is made up.

##### **Paras**

1. 7 paras allowed up to 40 hours per week
2. 55 paras at 32 hours per week.
3. Work 8 hour days (up from 7.5)
4. Added 1 PD day and 1 Holiday to everyone (2019-20)



### **Bus Drivers**

1. 14 Drivers/ Aids able to work 20-hour PLUS (All 20 hour plus must average to 30 hours per week)
2. 42 Drivers/ Aids able to work up to 20 hours
3. Added 1 PD day and 1 Holiday to everyone (2019-20)

Covering bus- event trips in the afternoon with later end times. Advertise for trip drivers, ask coaches or other staff if they want to get trained.

### **Cooks**

1. Additional Hours Available 650
2. (26 care days 4 employees -- three 7 hours, one 4 hours = 208 Hours total)
3. Added 1 Holiday and one PD day (2019-20)

### **9 Month Secretaries**

1. Added 1 Holiday and one PD day
2. 169 contracted days at 8.5 hours per day

### **9 and 12-month Admin assistants and CO staff-**

1. Up to 5 years outside secretarial experience
2. Flex up to 2.5 with prior approval. An exception, not the practice. Must take lunch - unless emergency

### **Nurses-**

1. Be sure to take lunch for a scheduled 30 min. Sign on the door.
2. 3 PD days and 4 Rotate Care Days
3. Adding one position at ECSE (2019-20)

### **Hourly employees paid over 12 months**

Not now- Can provide education for helping set up a 2nd account

### **Flextime- For hourly employees**

1. Definition- Altering daily hours but still working regular number hours for the week.
  - a. Flextime needs to be done the same week.
  - b. Building needs need to be covered and addressed
  - c. Must have supervisor approval
  - d. When covering job-related needs (no max when covering district needs)
  - e. Employee's personal reasons. Flex up to 2.5 with prior approval. An exception, not the practice. Must take lunch - unless emergency

### **Recruitment and retention of hourly employees**

1. A \$250.00 stipend will be given to the person that referred the new employee for a full-time position after 3 months.(2022)
2. A sign-on bonus of \$250.00 will be given to new hourly employees on their first paycheck(2022)
3. Bus drivers will receive the \$250.00 once they have their CDL(2022)
4. Evening custodians work 7.5 hours and receive a half-hour paid lunch(2022)
5. The Para Praxis Pro testing fee will be reimbursed to the employee for a passed test. If it takes them more than one time to pass, the district will only reimburse for one of them(2022).

### **Process for Involuntary Transfer and RIF**

Reassignment within the building is determined by the building principal.

A. HR makes a decision and creates a transfer list based on the seniority/certification of the staff in the building with the surplus.

1. Seniority Definition - Most years/months/days in the district. Have the same certificated level (for example counselor is equal to teacher. Para does not equal teacher).
  - a. In the case of a tie of years, it will go to the month hired
  - b. In the case of a tie in months, it will go to the person listed first on the personnel sheet.

### **Determining moves in RIF Situation**

1. HR approaches individuals who are identified as Reduction in Force (RIF) and after research of personnel records, (seniority, current certification); HR informs, the RIF individual is given the potential positions they could be transferred to that best meets the district needs.
2. The RIF individual states their preference and HR places based upon the needs of the district.
3. If this displaces another individual the process begins again.
4. Permanent employees holding eliminated positions will be placed in other areas of specialization (for which they are certificated) provided that the areas in which they are certificated are occupied by probationary employees. Those probationary employees may then be considered for alternative placement as determined by the individual's certification or else be placed on leave of absence. If all positions for which the permanent employee is certificated are filled with other permanent employees, the decision of who will be placed on leave of absence without pay will be made on the basis of performance-based evaluations and seniority; however, seniority shall not be controlling within the field of specialization.

### **In what way can administration improve?**

1. One of the required observations may be scheduled with a principal by the teacher. Must be requested by the teacher before October 1st.

2. Timely, effective feedback and/or communication from observations within 2 school days.
3. Remind staff and administrators of the importance of building a positive culture.
4. Ensure we are following the current agreement.
5. The district will send out a quarterly survey to measure staff climate.
6. Add as agenda item to the monthly administration meeting. (2021)

## **Custodian and Maintenance-**

### **Section 1: Duty-Free Lunch/Breaks**

1. Maintenance and Custodial Employees are entitled to a 30-minute duty-free continuous meal break, provided, however, that such employees may be required to perform services during a break. If services are required during the break, the employee will be compensated for the entire break period.
2. Employees working eight (8) hours a day will receive 2-15 minute breaks, which breaks will be scheduled by and subject to the approval of the employee's supervisor and/or administration.
3. Summer Schedule- The Director will sit down with leads to see if a schedule can be worked out for all to work 4-10s. First shift will still be the first shift and second would be second, unless the whole team makes the change and there are no students in the building for summer school.

### **Section 2: Emergency Calls**

1. There will be a one hour minimum for emergency calls when employees are asked to come in and perform duties. The employee may also be asked to stay and work during the full hour.
2. If an employee is called in to work emergency hours on their vacation day; the employee will be paid overtime for the actual hours worked with a one-hour minimum.

### **Section 3: Inclement Weather**

1. If the district is closed entirely, staff may not be required to report to work, as determined by the administration. Such determination will be made by the administration, in its judgment and sole discretion, on a case-by-case basis depending upon the cause for and other conditions associated with the closing. If school/after-school activities are canceled, staff's starting time may be altered to come in earlier when in the judgment and sole discretion of the administration an earlier start time is appropriate.
2. District practice is 12-month employees, report on snow days. Vacation or personal or Dock time may be used if the employee feels they cannot make it in.
3. If the superintendent closes the District and tells everyone to go home or not to come to work that day; employees will be paid at their regular rate for the remainder of the day. The Superintendent or designee has the discretion to send staff home if the weather becomes hazardous through the evening. Employees will be paid at their regular rate for the remainder of the day. If an employee has taken personal or vacation time and the superintendent closes the District or sends the staff home early, the employee will be

reinstated the amount of time equivalent to the time from which the Superintendent sent everyone home.

#### **Section 4: Job Vacancies, Interviews, and Transfers**

Maintenance and Custodial staff shall have the right to transfer to openings in accordance with Board policy GDC-1 and GDI including the outline listed below.

##### **Assignments and Transfers**

1. **Vacancy**-a newly created budgeted position or a budgeted position that is no longer filled by an individual.
2. **Seniority**- refers to how long you have been in the district starting at the date stamped date/time of the acceptance (by BOE approval).
3. **Effects of Transfer on Seniority**-district seniority shall not be lost when transferring to a different position.
4. **Days**-days are defined as contract days excluding holidays and inclement weather days.
5. **Postings**-All positions will be posted internally on the district website through Applitrack. An email notification of such a position will be sent to all custodial/maintenance employees. They will be posted for 5 work days. Applications will be submitted through Applitrack for custodian positions and will be sent to the custodial supervisor. Applications will be submitted through Applitrack for maintenance and will be sent to the Director of Facilities.
6. If after 5 working days there are no internal candidates, postings will be listed on the district website for all external candidates to apply.rea

##### **Reassignments and Transfers**

*Reassignment* – District-initiated movement of an employee from one position or building to another.

*Transfer* – Movement of an employee from one position or building to another at the request of the employee.

##### **Reassignments**

The Board directs the superintendent to annually assess the staffing needs of the district and reassign staff as necessary to meet those needs. Although the superintendent will take the employee's expressed preference into consideration, the ultimate decision must be based on the district's needs. The superintendent may reassign support staff members at any time, including during the school year. Board approval is required when a reassignment results in a change to the employee's compensation, benefits or contract.(2021)

##### **Transfers**

Staff members desiring a transfer may so indicate by completing the Internal Application Form. Individuals requesting transfers must have satisfactory performance evaluations to be

interviewed and receive due consideration. The district will grant employee transfer requests only when they are in the best interest of the district. Board approval is required when a transfer results in a change to the employee's compensation, benefits or contract.

Transfers during the school year are discouraged and will be considered only in extraordinary circumstances. Professional staff requesting a transfer during the school year must submit the appropriate form and discuss the request with both the employee's immediate supervisor and the superintendent or designee. (2021)

### **Section 5: Overtime**

1. When the 2-weekend custodians are unable to work, an email will go out to all custodians asking for volunteers;
2. If there are no volunteers, an alphabetical list of all custodians will be developed and used to determine who will work. The list will start with the last person previously asked to work. When an employee is on vacation, they will be skipped then, they will be the first called after returning from vacation.
3. Following current practice; If the employee is unable to work the overtime, it will be their responsibility to find a replacement. (excluding if they are on vacation)
4. In the case of a holiday falling within the 40 hour work week in which a custodial or maintenance worker volunteers or is asked to work a weekend shift; the weekend hours will be paid at the overtime rate. Personal, sick or vacation time cannot be used to create overtime hours for an employee.

### **Section 6: Representation at Meetings**

When an administrator/supervisor schedules a conference with maintenance or custodial staff member that is disciplinary in nature or could potentially lead to formal documentation, the maintenance or custodial staff member:

1. will be informed of the nature/purpose of the meeting
2. will be advised that he/she may have representation at the meeting unless such representation would jeopardize the privacy or other rights of a third person.

### **Section 7: Traveling to Schools**

1. The district will provide a vehicle for the "traveling custodian" to go between buildings as part of their regular job duties.

### **Section 8. Completing the Work of an Absent Employee:**

1. A staff member may ask to come in early if the daytime custodian is absent or stay late if an evening custodian is absent; to help cover the absent employee's duties. This will be allowed in emergency situations only and with the Director or designee approval only.

SIGNATURES – OFFICIAL APPROVAL (FINAL AGREEMENT)

This agreement has been approved and ratified by the MSTA and WEA organization and the Warren County R-III Board of Education.

*Ginger Schonek*

President of the BOE

04/14/22

Date

*Sarah Jones*

Secretary of the BOE

04/14/22

Date

*Debbie Jacobeen*

MSTA

04/22/22

Date

*Hope Linnin*

WEA

04/23/22

Date