

**Warren County  
Education Association  
TENTATIVE AGREEMENT  
with  
The Warren County School District**

**Achieved  
May 10, 2023**

*All contract provisions not included in this document will remain status quo.*

#### **Article I, Conditions Of Agreement, Section 1.03 - Term of Agreement**

The term of this agreement shall commence July 1, ~~2019~~ **2023** and shall continue in full force and effect until June 30, ~~2023~~ **2027**, or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date shall be evidenced by an amendment to this agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

#### **Article II, Teaching Conditions, Section 2.04 - Work Year**

- C. Recognizing that certain professional employees, in order to meet the needs of students, must work beyond the normal work year set forth above, some employees in the following certifications shall be required to work up to the additional number of days at the employee's per diem rate as noted:

Guidance - up to ~~10~~ **15** days

Nursing - up to ~~2~~ **10** days

Special Education - up to ~~3~~ **10** days

School Psychologists subject to subsection D below shall be required to work up to ~~10~~ **15** additional days. They will be compensated at either the employee's per diem rate or the rate of \$330 per completed evaluation report as determined by the District, which will take into account the duties to be performed.

**All other bargaining unit members in positions not enumerated here may be scheduled, through mutual agreement with their respective supervisors, for up to five (5) additional days at their per diem.**

The District will meet with the employees in advance to discuss the planned work schedule. The District will make every effort to be flexible when scheduling these additional workdays, although this flexibility may be limited by the assignment/work to be completed. **It is understood that these additional hours will not be applied to the Extended School Year (ESY), nor will they be applied in a manner that would cause a reduction or demotion of staff.**

#### **Article II, Teaching Conditions, Section 2.05 - Work Day C.**

- 3. Not later than the first workday of each school year, the District may publish a list or lists of desired professional development activities for that year, and any employee who can demonstrate to the District's satisfaction that he or she has completed at least six (6) hours of the enumerated activities on his or her own time will be excused from the final scheduled professional development day of the school year. It is**

**understood that the list(s) may differ based on the employee's certification area, building, grade level, or other factors as determined by the District. It also is understood that District may designate certain training activities as required activities, so long as no employee is required to exceed six (6) total hours in order to satisfy this requirement.**

## **Article II, Teaching Conditions, Section 2.08 - Preparation Time**

~~Each teacher assigned to an elementary school building shall be provided duty free preparation time for course planning and preparation in the amount of forty (40) minutes per school day. Each teacher assigned to a secondary school building shall be provided duty-free preparation time for course planning and preparation in the amount equal to the number of minutes in one instructional class period at the secondary level per day but not less than forty (40) minutes per school day. The District shall endeavor to provide such preparation time in forty minute blocks of time to the extent possible.~~ **The number of minutes at the middle and high school levels shall be consecutive not fewer than five (5) days per week. The number of minutes at the elementary level shall be consecutive not fewer than four (4) days per week.**

It is the intent of the parties that, to the extent reasonably possible, preparation time shall be provided within the study day and in furtherance of this intent it is agreed that Elementary Teachers shall be relieved of classroom duties when their classes are being conducted by a teaching specialist, such as art, music, physical education, or librarians. However, in determining compliance with this provision, it is understood and agreed that any duty-free time other than the thirty-minute duty free lunch during the standard seven hour and twenty-minute workday (i.e., the seven hour and twenty-minute period following commencement of the teacher's workday) shall be deemed to be duty free preparation time.

**Special Education Teachers who provide instruction and manage a caseload may request and shall not unreasonably be denied by administration days during the school year in which the employee will be relieved of regular duties in order to perform additional work relating to managing the employee's caseload.**

If during the term of the contract, the District is unable to provide the contractual duty-free preparation time due to scheduling difficulties attributable to declining enrollment within the building, the District will first notify the Association of its inability to provide a teacher with daily preparation time.

## **Article III, Rights of Professional Employees, Section 3.08. A. Notice, 4.**

4. Vacancies which occur during the school year shall be temporarily filled at administrative discretion and posting of vacancies shall be made within a 30-calendar day period except where no posting is required pursuant to paragraph 2. The successful bidder shall be given notice promptly thereafter. Permanent filling of such positions and

change of personnel shall occur at the beginning of the next school year. **To meet the needs of the District, the District may, in its discretion, make the personnel changes earlier.**

**Article III, Rights of Professional Employees, Section 3.08. B. Transfers By Request, 3. and 4.**

3. Any professional employee who is transferred at his/her own request through any proceedings or application described in paragraphs one (1) and two (2) above shall not be granted assignment to any further vacancy by virtue of length of service in the District for a period of three (3) years after the exercise of rights under this Section (Section B) unless the District subsequently eliminates such position.

If an employee is selected as the successful candidate and declines the offer, he/she shall forfeit his/her right to apply for other positions for three years.

When an employee is hired for any position in the district, he/she ~~shall~~ **may** be required to remain in that position for a period of six years, and shall not be ~~eligible to request~~ **entitled to** a transfer under this section until the conclusion of that six (6)-year period.

4. The exercise of seniority rights under paragraphs one (1) and two (2) above shall be limited to initial vacancies and shall not be applicable to the filling of vacancies which arise because an employee has exercised seniority rights and thereby created a vacancy in his/her own former position. **However, the District shall accept and consider letters of interest from bargaining unit members interested in filling a subsequent vacancy. It is understood that the District has no obligation to grant such requests.**

**Article III, Rights of Professional Employees, Section 3.08 Promotions, Vacancies, and Transfers**

**D. INVOLUNTARY TRANSFERS**

2. With respect to itinerant bargaining unit positions **other than those involving occupational therapy, physical therapy, assistive technology, and social work, (which shall be itinerant unless or until the District designates a specific position as a building position),** the following applies:
  - a. If a position identified as itinerant is assigned to one building for more than three (3) years, it will no longer be considered an itinerant position.
  - b. If a building position (duties at one building) is made an itinerant position (duties at two or more buildings), the District will employ the involuntary transfer provision outlined above. (Sec. 3.08 D 1)

### **Article III, Rights of Professional Employees, Section 3.09. B. Residency**

- B. The students of bargaining unit members who reside in the Warren County School District shall be permitted to attend school in the District attendance area in which the bargaining unit member works. Bargaining Unit members shall be responsible for transporting their students to school or to the appropriate bus stop. Nothing in this paragraph shall be construed to require that the District create or provide services not otherwise offered at a particular building, nor shall anything in this paragraph alter the District's rights or obligations under the IDEA or any other state or federal law.**

### **Article IV, Association Rights and Privileges, Section 4.04. Scheduling of Association President**

The President of the Association will be released from all duties for two periods (or their equivalent in time if the current scheduling system is modified), ~~including~~ **excluding** the planning period, to be determined by the District, without loss of pay or benefits to conduct legitimate Association business. Such person shall be assigned no homeroom or monitoring duties prior to the start of the instructional day. The President may receive such other assignments as mutually agreed upon by the parties and be asked to make reports on various projects, including polling teachers to obtain input on educational initiatives.

### **Article V, Leaves and Absences, Section 5.01. C. Sick Leave**

- C. An employee may use ~~up to five (5) days of~~ his/her sick leave in any one year to tend to the needs of a sick member of the employee's immediate family. For this purpose, immediate family shall be defined as the employee's children, spouse, or parents residing in the same household at the time of illness.**

### **Article V, Leaves and Absences, Section 5.02 - Personal Leave**

- B. No more than one time each year, any employee who has used three or fewer sick days in the prior year of employment with the District may trade in ~~three (3)~~ **two (2)** sick days for one additional personal day.**

### **Article VI, Wages and Salary Provisions, Section 6.01 - Salary Schedule**

- B. ~~Teachers~~ **Employees** shall progress one level in each year of this Agreement. Since the salary schedule levels are not equal to years of experience, the District administration shall determine the years of experience of new employees and place them at the appropriate salary level. In general, only public school teaching experience shall be used **for employees with instructional certificates. For employees who hold or are working on a vocational certificate, the District shall consider experience it determines to be relevant to the position for which the employee is hired when initially placing the employee on the salary schedule.****

*NOTE: The Association will work with the District to place the current vocational employees on an appropriate step with the understanding that adjustments will reflect a one-time adjustment and will not include back pay.*

- C. Any professional employee who, during the term of his/her employment, completes all of the requirements of an advanced degree, even though his/her actual graduation has not taken place, shall, commencing with the ~~next succeeding~~ school term **identified below**, be entitled to the compensation prescribed under this contract. The Master's Equivalency Degree which must be certified by the Bureau of Certification in the Pennsylvania State Department of Education shall be recognized at the Master's Degree level for salary reclassification for bargaining unit members hired prior to July 1, 2020. Bargaining unit employees hired on or after July 1, 2020, must complete the requirements for a Master's Degree to be recognized for salary reclassification. **Bargaining unit employees who obtain a Vocational II Certification shall be recognized at the Master's Degree level for salary reclassification.**

**An employee will be entitled to the column movement for any given work year so long as he or she provides the District human resource office on or before September 25, with a copy of a transcript or other similar evidence showing a degree conferred date prior to September 1, of that same year. If the notice is submitted after September 25, or if the degree conferred date is later than September 1, column movement will be awarded at the start of the following school year.**

#### **Article VI, Wages and Salary Provisions, Section 6.04 - Extra-curricular Activities**

- E. The hourly rate of instruction in adult education, summer school, homebound instruction and tutoring shall be as follows:

<del>2019-2020:</del>	<del>\$28.20</del>	<del>2020-2021:</del>	<del>\$28.70</del>
<del>2021-2022:</del>	<del>\$29.20</del>	<del>2022-2023:</del>	<del>\$29.70</del>
<b>2023-2024:</b>	<b>\$30.89</b>	<b>2024-2025:</b>	<b>\$31.97</b>
<b>2025-2026:</b>	<b>\$33.09</b>	<b>2026-2027:</b>	<b>\$34.08</b>

- F. When an employee is required to attend a parent conference outside scheduled hours in connection with an I.E.P., he/she shall be paid for such time, including reasonable travel time, at the rates as follows:

<del>2019-2020:</del>	<del>\$28.20</del>	<del>2020-2021:</del>	<del>\$28.70</del>
<del>2021-2022:</del>	<del>\$29.20</del>	<del>2022-2023:</del>	<del>\$29.70</del>
<b>2023-2024:</b>	<b>\$30.89</b>	<b>2024-2025:</b>	<b>\$31.97</b>
<b>2025-2026:</b>	<b>\$33.09</b>	<b>2026-2027:</b>	<b>\$34.08</b>

The minimum payment under this provision shall be one half hour of pay.

#### **Article VI, Wages and Salary Provisions, Section 6.04 - Extra-curricular Activities**

- G. A special education teacher who provides instruction and manages a caseload shall be paid at the same hourly rate identified in Section 6.04.F, when he or she is required, outside scheduled hours or in a manner that causes him/her to lose any contractual minimum prep time, to perform any of the following activities more than one time for a student on his/her caseload:**
- 1. Conduct an initial evaluation meeting,**
  - 2. Conduct an IEP review resulting from a threat assessment,**
  - 3. Conduct an IEP review resulting from a manifestation determination,**
  - 4. Conduct an IEP review resulting from the use of a restraint,**
  - 5. Conduct an IEP review resulting from the development of a transition plan,**
  - 6. Conduct an IEP review resulting from the implementation of a Functional Behavioral Assessment and development of a Positive Behavior Support Plan, or**
  - 7. Conduct an IEP review resulting from an academic trigger requiring a review of existing supports and services.**

#### **Article VI, Wages and Salary Provisions, Section 6.06 - Tuition Reimbursement**

- L. With respect to employees who receive reimbursement pursuant to some unique need as described in Section A above, and the employee, within three (3) years from the District's payment of the tuition reimbursement, refuses to accept an offer to move into a position identified as the unique need, then the employee shall repay the District the full amount of the reimbursement. This provision shall not apply to any employee who started his/her degree/certificate program prior to July 1, 2023, or who has completed fewer than six (6) credits in such degree/certificate program. Should the employee accept the offer into a unique needs position that is in the bargaining unit, the employee shall not be entitled to a transfer for six (6) years.**

#### **Article VI, Wages and Salary Provisions, Section 6.07 - Retirement**

- 1. Professional employees of the District who have served at least ten (10) years in the District, the last three (3) of which shall be immediately prior to retirement, shall upon retirement receive a salary payment equal to the product of ~~\$8.00~~ **\$16.00** times the number of unused accumulated sick days credited to the employee's record. Employees who have at least twenty (20) years and up to but not including twenty-five (25) years of service shall receive ~~\$10.00~~ **\$25.00** times the number of unused accumulated sick days and employees who have twenty-five (25) or more years of service in Warren County shall receive ~~\$50.00 (fifty dollars)~~ **\$75.00** times the number of unused accumulated sick days. Any employee who was hired prior to July 1, 2020, may choose to purchase medical coverage with this amount. In determining years of service for purposes of this section, only years of service in the professional bargaining unit covered by this contract shall be counted. Sections C.3, C.4, and**

C.5, below, shall be void and of no effect with respect to any employee hired on or after July 1, 2020, and the District shall pay for no portion of the health insurance premiums for any such employee after retirement. Employees hired after July 1, 2020, will receive \$25 for each unused sick day if the employee has served at least ten (10) years in the District, the last three (3) of which were immediately prior to retirement; \$50 per each unused sick day if the employee has at least twenty (20) years and up to but not including twenty-five (25) years of service; and \$100 per each unused sick day if the employee has twenty-five (25) or more years of service in Warren County.

Unused personal days (up to a maximum of five) shall be treated as unused accumulated sick days.

## **2. NOTICE INCENTIVE**

Effective July 1, 2009, professional employees who have at least ten (10) years of service in the District, including three (3) immediately prior to retirement, shall receive ~~\$1,750.00~~ **\$3,000** to be paid upon retirement, if the employee submits, in writing, his/her irrevocable retirement notice 180 calendar days prior to the retirement date or ~~\$300~~ **\$500** to be paid upon retirement, if the employee submits, in writing, his/her retirement notice within the first five days of the final semester of employment. If illness requires retirement, consideration shall be given to payment of the special increment on the basis of the facts in the individual case, as determined by the District administration.

## **APPENDIX A, SALARY SCHEDULES**

### **Total Percentage Increases Inclusive of Step Movement**

<b>2023-2024: 4.0%</b>	<b>2024-2025: 3.5%</b>
<b>2025-2026: 3.5%</b>	<b>2026-2027: 3.0%</b>

### **APPENDIX A, PART II, ATHLETIC SUPPLEMENTAL CONTRACTS**

<b>2023-2024: 15.0%</b>	<b>2024-2025: 3.5%</b>
<b>2025-2026: 3.5%</b>	<b>2026-2027: 3.0%</b>

### **APPENDIX A, PART III, NON-ATHLETIC SUPPLEMENTAL CONTRACTS**

<b>2023-2024: 15.0%</b>	<b>2024-2025: 3.5%</b>
<b>2025-2026: 3.5%</b>	<b>2026-2027: 3.0%</b>



## APPENDIX B, OTHER EMPLOYEE BENEFITS

### 4. Vision Insurance

The employer shall provide the basic Vision Program for each employee and his/her dependents. The employee shall pay the full cost of such insurance coverage.

## APPENDIX B, OTHER EMPLOYEE BENEFITS

### 2. Health Insurance

The Board will make available to employees **a choice between (a)** a Preferred Provider Organization (**PPO**) Plan for health insurance in accordance with the plan design that is attached to the Agreement as Appendix D **or, (b) beginning January 1, 2024, a Qualified High Deductible Health Plan (QHDHP) with statutory minimum deductible.** If an employee and/or spouse or dependent of an employee is eligible to receive health insurance benefits under this agreement and voluntarily declines to enroll in all District-provided medical plans, that employee will receive, on the terms described below, an opt-out payment equal to twenty-five percent (25%) of the difference between the Board's share of providing the plan for which the employee and spouse/dependent would be eligible and the plan in which the employee and spouse/dependent enrolls. The payment will be made in July, based on the number of full calendar months in which the insurance was declined during the preceding plan year.

Effective July 1, 2015, employees **enrolled in the PPO Plan** will contribute, through payroll deduction, the following toward the cost of monthly premiums:

<u>Wages</u>	<u>\$40,000 to \$70,000</u>	<u>\$70,000 Plus</u>
Individual Rate	\$68.00	\$93.00
Parent/Child Rate	\$92.00	\$117.00
Parent/Children Rate	\$94.00	\$119.00
Husband/Wife Rate	\$100.00	\$125.00
Family Rate	\$102.00	\$127.00

If the premium for the health insurance benefit provided by this Section shall increase in excess of 15% in a year, the amount that exceeds 15% will be shared equally by the District and the employee. The employee's contribution toward the cost of coverage shall be handled by payroll deduction.

Effective January 1, 2024, the PPO plan will be amended to include an increase to the in-network deductible from \$500 to \$1,250 for individual coverage and \$1,000 to \$2,500 for dependent coverage.

Effective July 1, 2024, the PPO Diagnostic Services copay will increase from \$10 to \$30.

**All other provisions of the PPO plan shall remain the same for the duration of the CBA.**

**Employees enrolled in the QHDHP shall pay no portion of the premium for such coverage. Annually, on the first pay day of the plan year, the District will deposit into the Health Savings Account (HSA) of each employee enrolled in the QHDHP a sum equal to 50% of the deductible amount for that plan year.**

*NOTE: The deductible for 2024 for individual coverage is \$1,600 and for dependent coverage is \$3,200.*