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SPENCERVILLE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

11-07-2011

AGREEMENT
BETWEEN
THE SPENCERVILLE LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION
AND THE
SPENCERVILLE EDUCATION ASSOCIATION
For Two Years
July 1, 2012
Through
June 30, 2014

TABLE OF CONTENTS

Article		Page
I.	RECOGNITION	1
II.	NEGOTIATION PROCEDURE.....	2
III.	MANAGEMENT RIGHTS	5
IV.	ASSOCIATION RIGHTS	6
V.	SEVERABILITY	7
VI.	GRIEVANCE PROCEDURE	7
VII.	LEAVES OF ABSENCE	11
VIII.	SEVERANCE PAY	48
IX.	PAYDAYS	48
X.	ASSOCIATION DUES DEDUCTION.....	50
XI.	REGULAR TEACHER SALARIES	50
XII.	SUPPLEMENTAL SALARIES	51
XIII.	TUITION REIMBURSEMENT.....	52
XIV.	PERSONNEL FILES	57
XV.	EVALUATION.....	57
XVI.	CONTRACTS	57
XVII.	REDUCTION IN FORCE.....	57
XVIII.	INSURANCE BENEFITS.....	58
XIX.	REPRESENTATION	60
XX.	VACANCIES AND REQUESTED TRANSFERS	60
XXI.	TUITION-FREE ENROLLMENT.....	61
XXII.	COMMON PLANNING TIME.....	62
XXIII.	OCCUPATIONAL SAFETY AND HEALTH.....	62
XXIV.	CRIMINAL RECORDS CHECK.....	63
XXV.	BCI/FBI LICENSURE REIMBURSEMENT	64
XXVI.	ENTIRE AGREEMENT.....	65
XXVII.	DURATION.....	65

APPENDIX A Certificated Teacher Salary Schedule, 2012-2014 (page 66)

APPENDIX B Extra Curriculum Advisor/Coaching List and Salary Schedule (page 67-68)

APPENDIX C Grievance Report Form (page 69)

ARTICLE I -RECOGNITION

The Spencerville Local School District Board of Education (the "Board") recognizes the Spencerville Education Association, OEA/NEA (the "Union"), as the sole and exclusive representative, for purposes for and as defined in Chapter 4117 of the Ohio Revised Code, for all professional, certificated personnel, both full-time and regular part-time, whether actively employed or on leave of absence or on reduction in force suspension with recall rights, including by way of illustration classroom teachers, guidance counselors, librarians, media specialists, substitutes after they have taught in one specific teaching position for sixty consecutive school days in a school year, and department heads. Specifically excluded from the bargaining unit are the Superintendent, Assistant Superintendents, Principals, Assistant Principals, non-certificated employees, other substitutes, tutors, confidential employees, management-level employees and supervisors. Tutors will not be used for work other than the tutoring for which they are employed. Employees in the bargaining unit shall be referred to generally as "teachers" in this Agreement unless otherwise provided.

B. DEFINITIONS

1. Association means the Spencerville Education Association and its affiliated organization which is the exclusive bargaining agent for the bargaining unit.
2. Board means the Board of Education of the School District of Spencerville Local that is a party to this Agreement.
3. Day means calendar day except when otherwise indicated in this Agreement.
4. District means the employer known as the Spencerville Local School District Board of Education.
5. Employer means the same as District.
6. Employee means a person who is a member of the bargaining unit as defined in Article I(A) of this Agreement.

7. Immediate Supervisor means the supervisor to whom the employee (teacher) directly reports.
8. NEA means the National Education Association.
9. OEA means the Ohio Education Association.
10. SEA means the Spencerville Education Association. The same as Union. i.e., a member of the bargaining unit.
11. Teacher means the same as Employee, i.e., a member of the bargaining unit.
12. Union means the same as Association.
13. Unless indicated otherwise in this agreement, part time means an employee who is employed for less than the regular school day or school week and is not a substitute.

ARTICLE II - NEGOTIATION PROCEDURE

A. DIRECTING REQUESTS

Requests in writing for negotiation meetings from the Union will be made directly to the Superintendent or his designee. Requests from the Board will be made in writing to the President of the Union. Requests for negotiation meetings shall be submitted between 60 and 90 days prior to the expiration of the contract term.

B. NEGOTIATION MEETINGS

The first bargaining session shall be held at a mutually agreed to time and date within thirty (30) days of the request. All items proposed by the parties shall be written and submitted to the representative(s) of both teams at the first meeting. No additional items shall be submitted by either party following the first meeting, unless mutually agreed by the parties. Additional ground rules, if any, will be established at the first meeting. Bargaining sessions shall not be scheduled during the regular teacher workday. As used in this Article, the terms "Board" and "Union" shall be construed to include their respective representatives. Time and dates as used in this Article may be changed by mutual agreement.

C. REPRESENTATION

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Representatives of the Board and of the Union shall meet at mutually agreed times to bargain in good faith. While no final agreement shall be executed without ratification by the Union and approval of the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. There shall be two signed copies of any final agreement. One copy shall be retained by the Board and one by the Union. The Board shall make copies of school district policies available in each building office and/or library.

D. INFORMATION

Upon reasonable written request, each party shall provide the other, within a reasonable time, with information and data which is available to that organization, its affiliates and its representatives and which reasonably would assist the requesting party in formulating proposals and counterproposals or in assessing the other party's proposals and counterproposals. This obligation does not require the production of information protected by federal and state privacy laws or student records laws.

E. WHILE NEGOTIATIONS ARE IN PROGRESS

1. Caucus -The Chairman of either group may recess his group for independent caucus of reasonable duration at any time.
2. Protocol -No action to coerce or censor or penalize any negotiation participant shall be made or implied by any other member as a result of participation in the negotiation process.
3. Item Agreement-As negotiation items receive tentative agreement, they shall be reduced to writing, dated and initialed by each party.
4. Schedule of Meetings-Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

F. AGREEMENT

When and if a successor agreement is reached by the representatives of the parties, it shall be reduced to writing and submitted to the Union for ratification and to the Board for approval.

G. DISAGREEMENT

In the event the parties are unable to reach agreement, at any time prior to 45 days before the expiration date of this Agreement, either may call for mediation. The Mediator may be selected by agreement. If agreement on selection of a Mediator is not reached within five (5) calendar days after the call for mediation, a joint letter shall be written by the parties to this agreement and sent to the Federal Mediation and Conciliation Service (FMCS) requesting the appointment of a Mediator. Both parties shall share equally in the costs of the Mediator. The Mediator shall have the right to hold meetings with the negotiating parties in seeking to affect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS. In the event the members of the negotiation committees are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Union shall have the right to proceed in accordance with Section 41 17.14(0) (2), of the Ohio Revised Code, which states:

"Public employees other than those listed in division (D) (1) of 4117.14 have the right to strike under Chapter 4117, of the Revised Code, provided that the employee organization representing the employees has given a ten-day prior written notice of an intent to strike to the public employer and the (SERB); however the (SERB) at its discretion, may attempt mediation at any time,"

and Section 4117.18(C) of the Ohio Revised Code, which states:

"No public employee shall strike during the term or extended term of a collective bargaining agreement or during the pendency of the settlement procedures set forth in Section 4117.14 of the Revised Code."

H. DEFINITIONS

The duty to bargain is the mutual obligation of the parties through representatives to negotiate in good faith at reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective-bargaining agreement, with the

intention of reaching an agreement, or to resolve questions arising under the agreement. The obligation to bargain does not mean that either party is compelled to agree to a proposal or does it require the making of a concession.

1. The parties have established the procedures set forth in this Article as their mutually agreed upon negotiations dispute resolution procedure.

ARTICLE III - MANAGEMENT RIGHTS

A. Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself, the Superintendent, and other administrators all powers, rights, authority, duties and responsibilities conferred upon and vested in it and/or the Superintendent by the laws and the Constitution of the State of Ohio, and of the United States, including by way of illustration the Board's right to: determine matters of inherent managerial policy which include, by way of illustration, areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure; direct, supervise, evaluate, and hire teachers; maintain and improve the efficiency and effectiveness of school operations; determine the work hours and the overall methods, processes, means, and personnel by which school operations are to be conducted; suspend, discipline, demote or terminate teachers for just cause; lay off, transfer, assign, schedule, promote, non-renew or retain teachers; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the mission of the school district; and the administration's right to direct, assign, supervise, evaluate, schedule, and transfer teachers.

B. The Board shall give the Union written notice and an opportunity to bargain before:

1. Implementing a salary for any new supplemental position or for a supplemental position which results from the Board's combining of supplemental positions; or

2. Increasing the routine length of the regular on-duty teacher work day. The exercise of any other management right requires neither prior negotiation with nor agreement of the Union.

C. The Union acknowledges that during the negotiations leading to the execution of this Agreement, it had a full opportunity to submit all items appropriate to collective bargaining and that, except as expressly provided in this Article, it waives its right to initiate bargaining or to submit any additional item for negotiations during the term of this Agreement.

ARTICLE IV - ASSOCIATION RIGHTS

A. The Union shall have the right to make reasonable use of school office bulletin boards to post informational notices and may make use of school district intra-school mail. Before posting a notice on a school bulletin board, the Union shall for communication purposes inform the building principal.

B. Authorized representatives of the Union may transact Union business on school property. The transaction of such Union business may occur during a teacher's duty-free lunch period, but otherwise shall not interfere with the regular teacher workday or with other school activities. Upon advance written request and permission of the appropriate administrator, the Union may use school district buildings for meetings outside the regular teacher workday. The appropriate administrator shall not unreasonably withhold permission for the Union to use school district buildings.

C. Each fall the Board shall provide the Union president with the staff directory at no cost to the Union.

D. The Superintendent shall make available to the Union President, on the second day before each regular Board of Education meeting, a copy of the agenda for that meeting.

E. Provided the Union gives advance notice to the appropriate administrator, a Union representative shall be given reasonable time for announcements and discussion of Union activity at faculty meetings.

ARTICLE V - SEVERABILITY

Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of teachers and terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon timely written request of the other, negotiate in good faith regarding any necessary change in this Agreement.

ARTICLE VI - GRIEVANCE PROCEDURE

1. A grievance is a claim by the Union or by one or more teachers that there has been a violation, misinterpretation or misapplication of a provision of the Agreement.
2. Aggrieved person shall mean any person(s) in the bargaining unit making the complaint or the Union. In the event more than one person files the same complaint, each shall sign the grievance. Such person or group may be represented by a representative of the Union's choosing at any formal level of this procedure.
3. Bargaining Unit shall mean teachers as defined in Article I of this contract.
4. The time limits contained in this Article shall serve as a maximum. Failure to file a grievance or failure to process a grievance to the next step of the procedure in accordance with the time limits contained herein shall result in a waiver of the grievance. Failure of school officials to respond to a grievance in accordance with the time limits contained herein shall entitle the grievant to advance to the next step in the procedure. If a grievant or school official is unable to comply with a time limit of the procedure by reason of personal or family illness or absence from the District due to vacation or professional leave, the appeal period shall be extended to accommodate such absence.
5. Days in this Article means regular teacher work days during the regular school year and weekdays except for holidays during the summer.

B. PURPOSE OF GRIEVANCE PROCEDURE

The purpose of this procedure is to secure, at the lowest possible administrative level, in the quickest possible time, equitable solutions to grievances of all members in the bargaining unit. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

C. INFORMAL PROCEDURE

1. Level One

A person with a grievance shall first discuss it with his principal, within ten(10) days of the date of the incident giving rise to the grievance, with the objective of resolving the matter informally.

D. FORMAL GRIEVANCE PROCEDURE

1. Level Two

If the aggrieved person is not satisfied with the outcome of the informal procedure, he may present his claim within ten (10) days of the incident giving rise to the grievance as a formal grievance in writing to his principal and to his SEA -PR&R Committee chairman. (See form Appendix C)

The principal shall within three (3) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved person with a copy to the Chairman of the SEA -PR&R Committee and to the Superintendent.

2. Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may file his/her written grievance with the SEA -PR&R Committee and the Superintendent or his/her authorized representative (hereafter "Superintendent") with a copy to the principal within five (5) days . The Superintendent shall, within five (5) days after receipt of the written grievance, meet with the aggrieved person, representatives of the SEA -PR&R Committee, and all parties involved, for the purpose of resolving the grievance. The Superintendent shall, within five (5) days after this meeting,

render his/her decision and the reasons therefore, in writing to the aggrieved person with copies to the SEA-PR&R Committee chairperson and the principal.

3. Level Four

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within five (5) days, request in writing that the chairperson of the SEA -PR&R Committee submit his/her grievance to binding arbitration by an outside arbitrator in accordance with the Rules of the American Arbitration Association. The SEA -PR&R Committee shall, within five (5) days after receipt, review the grievance and the answer and, if it desires, advise the Superintendent in writing of its desire to proceed to arbitration. Within five (5) days after receipt by the Superintendent of the request for arbitration, representatives of the Board and the Union shall meet to select an arbitrator. If they are unable to agree on an arbitrator, the parties shall jointly petition the American Arbitration Association for a list of seven (7) names from which the arbitrator shall be selected by the alternate strike method. Within five (5) days after the list arrives, an arbitrator must be selected or a second list requested. Either party shall be entitled to request a second list. No additional lists may be requested unless by mutual consent. Once the Arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. The Arbitrator shall have authority to consider only a single grievance or several grievances involving a common question of interpretation or application. The arbitrator shall hold the necessary hearing promptly and issue the decision within thirty (30) days or such time as may be agreed upon. Decisions 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 administration, the Union and the grievant(s). 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 a

determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law. Costs for services of the arbitrator, including per diem expenses, if any, and necessary travel and subsistence expenses, shall be borne entirely (100%) by the losing party.

E. SCOPE OF GRIEVANCE APPLICATION

This grievance procedure governs all members of the bargaining unit of the School District.

F. PROFESSIONAL RIGHTS PROVISION

No reprisals of any kind will be taken by either party against any party in interest, any school representative, any member of the SEA -participant in the grievance procedure by reason of such participation.

G. MISCELLANEOUS GRIEVANCE PROCEDURE

1. So that the grievance can be processed as rapidly as possible, time limits at each level should be considered as a maximum and every effort should be made to expedite the process. Time limits may be extended by mutual consent.
2. The parties shall attempt to expedite the processing of a grievance in order to resolve the grievance before the end of a school year.
3. If the SEA -PR&R Committee decides at any level of the grievance procedure that a grievance is without merit or that an equitable answer has been given to the aggrieved person, it may withdraw the grievance.

4. Every effort will be made to avoid interruption of classroom activities unless the school administration so authorizes, and to avoid the involvement of students in all phases of the grievance procedure.

H. EXCLUSIVITY OF THE GRIEVANCE PROCEDURE

The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Union nor any teacher shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Union and the Board's representative shall be final and binding upon the grievant, the Union, the administration and the Board. It is further understood that the parties individually and collectively agree that there will be no interruption or cessation of work in connection with a dispute arising under this Agreement.

ARTICLE VII -LEAVES OF ABSENCE

A. SICK LEAVE

1. Each teacher shall be entitled, for each completed month of service, to sick leave of 1-1/4 days with pay, accumulating to fifteen (15) days for each twelve (12) months under contract. A maximum of ten (10) days of sick leave which has not yet actually been earned shall be advanced in each school year to all new teachers and to returning teachers who have exhausted all the sick leave they have earned. The Treasurer shall automatically advance such days as required for the absence of a teacher which qualifies as sick leave. Such advanced days are to be earned through service during the same school year or deducted from the teacher's final paycheck.
2. Sick leave may be accumulated up to a total of two hundred (200) days for retirement purposes and two hundred-fifteen (215) days for reasons set forth in paragraph 3 of this section.

3. Sick leave, upon approval of the appropriate administrator, may be used for:
 - a. Personal illness or injury.
 - b. Exposure to contagious disease which could be communicable to other employees.
 - c. Illness, injury, or death in the teacher's "immediate family."

"Immediate family" is defined as:

(1) the teacher's spouse, children, parents, brother, sister, or anyone who has virtually held the position of parent or child, in the case of illness or injury; and

(2) the above-listed persons and the teacher's grandparents, grandchildren, in-laws bearing any of these same relationships, and any other person who is a permanent resident of the teacher's household, in the case of death.

- d. The teacher's pregnancy.

4. In the event of a death in the immediate family, an employee may use up to a maximum of five days of sick leave, only when the absence from duty is required because of personal responsibilities or personal bereavement. The Superintendent may extend the number of sick leave days available for death in the immediate family upon satisfactory evidence of justifying circumstances.

The Superintendent may allow the utilization of sick leave for bereavement for non-immediate family on a case-by-case basis.

5. All absence which qualifies for sick leave will be deducted from sick leave. Sick leave and personal leave are not interchangeable.

6. A teacher must notify his/her principal or designee of any absences by at least one hour before the teacher work day begins on the day of absence so that appropriate arrangements can be made to secure a substitute.

Adequate lesson plans from the teacher must be available to the substitute.

7. The teacher must submit a signed statement to the appropriate administrator immediately upon his or her return to work after the absence, justifying the use of sick leave. If medical attention was required, the teacher must list the name and address of the attending physician and the dates when he was consulted.

8. Falsification of the sick leave statement or dishonesty in the use of sick leave is grounds for suspension or termination of employment.

Sick Leave Bank

9. When in the judgment of a teacher's physician, the teacher will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness or injury of the teacher and additional days are still needed, then he/she may request that additional days be transferred from the other teachers' accumulated sick leave on a voluntary basis. The Treasurer of the Board shall establish a procedure for the transfer. Similarly, if a teacher has a spouse, parent, or child who is suffering from a catastrophic illness or injury and the teacher is needed to care for the spouse, child, or parent, then the teacher may request to participate in the sick leave bank program. These additional limitations will apply to this paragraph:

- (a) the receiving teacher must have been employed for a least five(5) consecutive years by the Board under regular contract;
- (b) donations from a teacher must be for one (1) whole day only;
- (c) it cannot be used if the teacher has applied for disability retirement;
- (d) no more days can be given than needed by the teacher to serve out the regular school year;
- (e) the teacher must exhaust his own sick leave first;
- (f) the teacher who is using donated sick leave will not earn additional sick leave while receiving the donated leave days.

B. MATERNITY LEAVE

1. A teacher may use her accumulated sick leave for pregnancy-related or childbirth-related disability. A teacher may use accumulated sick leave for absence of up to six calendar weeks for adoption of a pre-school child, beginning on the date the adoptive parent(s) receives the child. If both parents are on staff, they

may elect to take such leave (but not concurrently) for intervals which when combined shall not exceed six calendar weeks in length. Advance notice of a minimum of four weeks shall be given to the Board where possible.

2. If a teacher has insufficient sick leave to cover the periods of time specified in paragraph (1) above, the Board, upon the teacher's written request supported by a doctor's statement, shall grant an unpaid leave of absence for the remainder of the teacher's disability.

3. A teacher returning from maternity leave shall be placed in her prior position, if feasible, or in a comparable position for which she holds certification.

4. A teacher on maternity leave under this Article shall continue to accrue seniority for reduction in force purposes and shall remain on payroll records so that she may purchase at her own expense any group insurance benefits available to bargaining unit teachers.

C. CHILD CARE LEAVE

1. A teacher who has completed three (3) or more continuous school years of service in the District, upon written request, shall be granted a leave of absence without pay to care for the teacher's newborn infant or adopted child who is less than one year old when received by the adoptive parent(s). The written request must be submitted at least three weeks before the beginning of the child care leave except where the adoption placement is unanticipated as early as three weeks. The notice shall state the date of birth or adoption, age of adoptive child, and beginning and ending dates of the leave. Such leave may not exceed two semesters and shall end to coincide with the beginning or end of a semester. Such written requests may only be rejected if the Board after a reasonable effort is unable to find a replacement deemed suitable by the Superintendent based upon certification, experience, references, and other educational reasons that are not arbitrary or capricious.

2. For purposes of seniority, a teacher on a leave of absence shall not advance in seniority but said teacher's continuity of service shall not be

disrupted. A teacher shall not be given experience credit on the salary schedule for the period of such leave. Each certificated employee on leave of absence shall declare in writing to the Superintendent by April 15 or November 15 immediately prior to the expiration of such leave as to his or her intention of returning to service. Failure of the certificated employee to supply a statement of intent by such date shall be deemed a resignation of his/her contract of employment.

3. A teacher on leave of absence shall be permitted to purchase, at no cost to the Board of Education, insurance benefits that are provided by the Board of Education to other teachers. A teacher on leave of absence shall reimburse the Board of Education for any contribution the employer is required to make to STRS on behalf of such teacher for the term of such leave if such teacher opts to contribute the STRS for the period of such leave.

4. A teacher returning from a leave of absence shall be restored to a teaching position for which such teacher is certificated.

5. If the Ohio General Assembly enacts legislation mandating child care leave, this entire provision on child care leave shall be a subject in the next negotiations.

D. PROFESSIONAL LEAVE

1. Request for Leave

a. Teachers may attend approved professional meetings, conferences, or visitations which provide the opportunity to advance professionally. No more than three (3) professional leave days will be approved per year for a teacher.

b. Teachers who attend such meetings or conferences shall be considered assigned to duty with full payment of salary and benefits. Such approved leave will not be deducted from accrued or earned sick leave or personal leave.

c. Request for professional leave shall be submitted in writing on forms which shall be available to all professional staff at the principal's or Superintendent's offices. Requests shall be initiated at the principal's office at least 30 working days prior to the request leave. After consideration, the principal will forward the request to the Superintendent who may approve or deny the request. However, when the absence of the principal causes the untimely filing of a professional leave form, the form may be submitted directly to the Superintendent.

d. Exception to the 30-day advance notice may be allowed if the staff member can demonstrate that he did not receive adequate advance notice.

e. Request forms must be filled out in detail and be complete. Incomplete forms will be promptly returned to the staff member requesting the leave and will not be considered until they are completed and returned.

f. Attendance at competitive athletic events or attendance at coaching clinics in conjunction with attendance at athletic events will not be approved as professional leave.

2. Reimbursement Requests - Reimbursement will be paid for the actual, necessary and reasonable expenses of:

a. Commercial carrier fare, as supported by receipts, or mileage for use of personal vehicle based on the IRS Standard rates of January 1 of each calendar year.

b. Meals and lodging as supported by receipts, up to the limit annually adopted by the Board.

c. Miscellaneous expenses such as tour and ferry fares, bridge, highway and tunnel tolls, telephone calls, conference registration and the expense necessary to the conduct of official school district business, as supported by receipts.

Reimbursement forms must be submitted to the Superintendent within 30 days following the leave with a typed report attached giving an evaluation of the meeting or visitation.

3. Two professional leave days shall be granted per school year for each of two teachers attending state-level assemblies of the OEA, provided that the Union pays the cost of substitute teachers on those days and for out-of-pocket expenses of the teachers. Requests for professional leave under this paragraph shall be subject to the procedures and deadlines of paragraph (1) above.

E. PERSONAL LEAVE

1. The Superintendent will grant each teacher personal leave not to exceed a total of three days not covered by sick leave. Personal leave may not be taken on the day before or the day after a holiday or for the purpose of extending the vacation period unless approved by the Superintendent. No personal leave may be requested or taken after May 10 of the school year unless it is for a legitimate reason (such as a graduation) approved in advance by the Superintendent. The Superintendent's decision shall not be arbitrary nor capricious. If personal leave is denied for May 10 through the end of the school year, the Superintendent shall put reasons in writing for denial.

2. All absences for personal leave must be requested in writing. Where possible, the request for personal leave must be submitted at least five (5) days prior to any intended absence (requests for leave without pay excepted). Absences for personal leave shall not exceed three (3) days in a school year and are non-accumulative.

3. Three days of personal leave may be used at the discretion of the teacher upon application and approval by the Superintendent. The following statement must appear on the personal leave form when applying for these days: "This leave has been taken in accordance with established policy and will not be used for any unlawful purpose, or to seek other gainful employment."

4. Falsification of the personal leave request form or dishonesty in the use of personal leave is grounds for suspension or termination of employment.

5. A teacher taking a dock day because they have exhausted other appropriate leave options, shall be responsible for paying the cost of all benefits for that day missed. Arrangements for this reimbursement to the district will be made through the treasurer's office.

6. If a teacher qualifies for time off of work under the FMLA military leave provisions and has insufficient personal leave to allow such time off of work to be paid, the teacher may request that the Superintendent grant the teacher additional paid personal days to cover some or all of the absence. All such personal days that are granted to the teacher by the Superintendent shall be deducted from the teacher's accrued sick leave.

7. Teachers are eligible to receive a 1% bonus payment every year that they do not use any personal leave days. The bonus payment shall be equal to the greater of \$250 or 1% of the individual teacher's base salary during the year that the personal days are not used by the teacher. The bonus payments shall be issued on or before June 30. Teachers who use only one (1) day of personal leave in a year will be eligible to receive a bonus equal to the greater of \$187.50 or 0.75% of the individual teacher's base salary during the year that only one (1) personal day is used by the teacher. This bonus payment shall be in a separate check.

F. ASSAULT LEAVE

1. "Assault" means the causing of or attempt to cause physical harm to a teacher by any person when the teacher charges such person with an offense prohibited by Title Twenty-Nine (29) of the Ohio Revised Code.

2. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a teacher who: (1) is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault and battery which is clearly unprovoked, and (2) files criminal charges against his/her assailant as soon as he or she is physically able. Assault leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code. The teacher shall be granted the aforementioned assault

leave and shall be maintained on full pay status during such absence, up to a maximum of thirty (30) working days.

3. A teacher shall be granted assault leave according to the following rules:
 - a. The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board while on the Board premises or at a Board approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event; provided, however, that a teacher may also qualify in the case of an off-premises assault by clearly establishing that the assault had a direct and immediate connection with an occurrence in the teacher's performance of his or her job duties.
 - b. Upon notice to the principal or Superintendent that an assault upon a teacher has been committed, a teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or Superintendent.
 - c. To qualify for assault leave the teacher shall furnish a certificate from a medical doctor, stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a medical doctor's statement justifying the continuation of the leave. The Board may require an exam by a physician of its choice, at Board expense.
 - d. A teacher shall not qualify for payment of assault leave until the Assault Leave Form and any requested physician's statement have been submitted to the Superintendent.
 - e. Teachers shall not be permitted to accrue assault leave.
 - f. Payment for assault leave shall be at the assaulted teacher's rate of pay in effect at the time of the assault.

g. Payment under this Article shall constitute the teacher's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Chapter 4123 (Worker's Compensation) of the Ohio Revised Code , except to the extent the assault disability exceeds the days allowable under paragraph (2) above.

G. FAMILY AND MEDICAL LEAVE

An employee who has worked for the District for at least 12 months is eligible for 12 work weeks of FMLA leave during a 12-month period provided the employee worked at least 1250 hours in the 12 months preceding the beginning of the leave. An employee may be eligible for 26 workweeks of FMLA leave during a 12-month period to care for a covered service member with a serious injury or illness.

Types of Leave

An eligible employee may take FMLA leave for the following purposes:

- a. birth and care for a newborn child;
- b. care for, or spend additional time with, an adopted child or foster child;
- c. care for a spouse, child, parent or in limited circumstances, next of kin with a serious health condition (if person cared for is a "covered service member," then leave allowed is 26 weeks);
- d. recovery from a serious health condition that keeps the employee from performing the essential functions of his/her job or;
- e. response to a "qualifying exigency" that arises because a spouse, child or parent is on active duty or has been called to active duty as a member of the National Guard or Reserves in support of a contingency operation.

An employee may elect, or the Board may require an employee, to use accrued paid vacation, personal or sick leave for purposes of a family leave. An employer cannot compel an employee to use accrued medical/sick leave in any situation for which the leave could not normally be used.

Spouses Employed by the District

If a husband and wife eligible for leave are employed by the District, their combined amount of leave for birth, adoption, foster care placement and parental illness may be limited to 12 weeks. An employee may not take FMLA leave to care for a parent-in-law.

If a husband and wife eligible for leave are employed by the District, their combined amount of leave to care for a covered service member is limited to 26 weeks.

Intermittent and Reduced Leave

Intermittent leave is leave taken in separate blocks of time due to a single illness or injury.

Reduced leave is a leave scheduled that reduces the employee's usual number of hours per workweek or hours per workday.

Intermittent or reduced leave is available only for the employee's own serious health condition or to care for a seriously ill spouse, child or parent. Such leave may not be used for the birth or adoption/placement of a child.

The employee who wishes to use intermittent or reduced leave must have the prior approval of the Board/designee. Although the Board/designee and employee may agree to an intermittent or reduced leave plan, the employee who uses family leave is not automatically entitled to use such leave on an intermittent or reduced leave schedule.

The Board may provide such leave for medical purposes, but the Superintendent may transfer the employee to a position which is equivalent, but more suitable for intermittent periods of leave. The employee must furnish the Board with the expected dates of the planned medical treatment and the duration of the treatment. The Superintendent must authorize such leave in writing.

Benefits

The Board maintains the employee's health coverage under the group health insurance plan during the period of FMLA leave. The employee should make arrangements with

the Treasurer to pay the employee's share of health insurance (e.g. family coverage) prior to the beginning of the FMLA leave.

The employee will not lose any other employment benefit accrued prior to the date on which leave began but is not entitled to accrue seniority or employment benefits during the leave period. Employment benefits could include group life insurance, sick leave, annual leave, educational benefits and pensions.

Notice

When the FMLA leave is foreseeable, the employee must notify the Superintendent of his/her request for leave at least 30 days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is practical. When the employee requests medical leave, the employee must make reasonable attempts to schedule treatment so as not to disrupt the District's operations.

The Board may deny the leave if the employee does not meet the notice requirements.

Certification

The Board may require the employee to provide certification from a health care provider containing specific information required under the law if he/she requests a medical leave. If there is a question concerning the validity of such certification, a second and, if necessary, a third opinion can be required, both at the expense of the District.

Upon the employee's return to work, the Board requires that the employee present a fitness statement from the employee's health care provider certifying that the employee is able to return to work.

Restoration

When the employee returns from the leave, the Board restores the employee to the same or an equivalent position with equivalent benefits, pay, terms and conditions of employment in accordance with Board policy.

Under certain circumstances, the Board may deny restoration to a key employee. The Board complies with the notice requirements of the FMLA in denying restoration. A key employee is one who is among the highest paid 10 percent of the employees and

whose absence would cause the District to experience a substantial and grievous economic injury.

Instructional Employees

Special leave rules apply to instructional employees. Instructional employees are those employees whose principal function is to teach and instruct students in a small group, or in an individual setting. This term includes teachers, athletic coaches, driving instructors and special education assistants such as signers for the hearing impaired. It does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists or curriculum specialists. It also does not include cafeteria workers, maintenance workers or bus drivers.

Limitations apply to instructional employees who take intermittent or reduced leave.

If the leave requested is:

- a. to care for a family member or for the employee's own serious health condition;
- b. foreseeable based on planned medical treatment and
- c. such that the employee would be on leave for more than 20 percent of the total number of working days over the period the leave would extend.

The Board then may require the employee to choose either to:

- a. take the leave for a period or periods of a particular duration, not greater than the planned treatment or
- b. transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than does the employee's regular position.

Limitations also apply to instructional employees who take leave near the end of a semester. When an instructional employee begins leave more than five weeks before the end of a semester, the Board may require the employee to continue taking leave until the end of the semester if the:

- a. leave will last at least three weeks and

- b. employee would return to work during the three-week period before the end of the semester

When an instructional employee begins leave for a purpose other than the employee's own serious health condition during the five-week period before the end of the semester, the Board may require the employee to continue taking leave until the end of the semester if the:

- a. leave will last more than two weeks and
- b. employee would return to work during the two-week period before the end of the semester.

When an instructional employee begins leave for a purpose other than the employee's own serious health condition during the three-week period before the end of a semester and the leave lasts more than five working days; the Board may require the employee to continue taking leave until the end of the semester.

Failure to Return

The Board is entitled to recover health care premiums paid during the leave if the employee fails to return from leave. Recovery cannot occur if the employee fails to return because of the continuation, recurrence or onset of a serious health condition or due to circumstances beyond the control of the employee.

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Designation Notice
(Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



OMB Control Number: 1215-0181
Expires: 12/31/2011

Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient. While use of this form by employers is optional, a fully completed Form WH-382 provides an easy method of providing employees with the written information required by 29 C.F.R. §§ 825.300(c), 825.301, and 825.305(c).

To: _____

Date: _____

We have reviewed your request for leave under the FMLA and any supporting documentation that you have provided. We received your most recent information on _____ and decided:

_____ Your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave.

The FMLA requires that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your leave entitlement:

_____ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your leave entitlement: _____

_____ Because the leave you will need will be unscheduled, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised (check if applicable):

_____ You have requested to use paid leave during your FMLA leave. Any paid leave taken for this reason will count against your FMLA leave entitlement.

_____ We are requiring you to substitute or use paid leave during your FMLA leave.

_____ You will be required to present a fitness-for-duty certificate to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided. A list of the essential functions of your position is is not attached. If attached, the fitness-for-duty certification must address your ability to perform these functions.

_____ **Additional information is needed to determine if your FMLA leave request can be approved:**

_____ The certification you have provided is not complete and sufficient to determine whether the FMLA applies to your leave request. You must provide the following information no later than _____, unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.
(Provide at least seven calendar days)

(Specify information needed to make the certification complete and sufficient)

_____ We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

_____ Your FMLA Leave request is Not Approved.

_____ The FMLA does not apply to your leave request.

_____ You have exhausted your FMLA leave entitlement in the applicable 12-month period.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA. 29 U.S.C. § 2617; 29 C.F.R. §§ 825.300(d), (e). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 – 30 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**

Certification of Health Care Provider for
Employee's Serious Health Condition
(Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



OMB Control Number: 1215-0181
Expires: 12/31/2011

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

Check if job description is attached: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: _____
First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: () Fax: ()

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Mark below as applicable:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

___ No ___ Yes. If so, dates of admission:

Date(s) you treated the patient for condition:

Will the patient need to have treatment visits at least twice per year due to the condition? ___ No ___ Yes.

Was medication, other than over-the-counter medication, prescribed? ___ No ___ Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

___ No ___ Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? ___ No ___ Yes. If so, expected delivery date: _____

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition: ___ No ___ Yes.

If so, identify the job functions the employee is unable to perform:

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? No Yes.

If so, estimate the beginning and ending dates for the period of incapacity: _____

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? No Yes.

If so, are the treatments or the reduced number of hours of work medically necessary?
 No Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Estimate the part-time or reduced work schedule the employee needs, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? No Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups?
 No Yes. If so, explain:

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per episode

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

Certification of Health Care Provider for
Family Member's Serious Health Condition
(Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



OMB Control Number: 1215-0181
Expires: 12/31/2011

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305.

Your name: _____
First Middle Last

Name of family member for whom you will provide care: _____
First Middle Last

Relationship of family member to you: _____

If family member is your son or daughter, date of birth: _____

Describe care you will provide to your family member and estimate leave needed to provide care:

Employee Signature _____ Date _____

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax: (_____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?
___ No ___ Yes. If so, dates of admission: _____

Date(s) you treated the patient for condition: _____

Was medication, other than over-the-counter medication, prescribed? ___ No ___ Yes.

Will the patient need to have treatment visits at least twice per year due to the condition? ___ No ___ Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?
___ No ___ Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? ___ No ___ Yes. If so, expected delivery date: _____

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such as medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF CARE NEEDED: When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? No Yes.

Estimate the beginning and ending dates for the period of incapacity: _____

During this time, will the patient need care? No Yes.

Explain the care needed by the patient and why such care is medically necessary:

5. Will the patient require follow-up treatments, including any time for recovery? No Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Explain the care needed by the patient, and why such care is medically necessary: _____

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? No Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

Explain the care needed by the patient, and why such care is medically necessary:

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? ___ No ___ Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: ___ times per ___ week(s) ___ month(s)

Duration: ___ hours or ___ day(s) per episode

Does the patient need care during these flare-ups? ___ No ___ Yes.

Explain the care needed by the patient, and why such care is medically necessary: _____

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

Signature of Health Care Provider

Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210.
DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.

Notice of Eligibility and Rights & Responsibilities
(Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



OMB Control Number: 1215-0181
Expires: 12/31/2011

In general, to be eligible an employee must have worked for an employer for at least 12 months, have worked at least 1,250 hours in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form by employers is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. § 825.300(b), which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Part B provides employees with information regarding their rights and responsibilities for taking FMLA leave, as required by 29 C.F.R. § 825.300(b), (c).

[Part A – NOTICE OF ELIGIBILITY]

TO: _____
Employee

FROM: _____
Employer Representative

DATE: _____

On _____, you informed us that you needed leave beginning on _____ for:

- _____ The birth of a child, or placement of a child with you for adoption or foster care;
- _____ Your own serious health condition;
- _____ Because you are needed to care for your _____ spouse; _____ child; _____ parent due to his/her serious health condition.
- _____ Because of a qualifying exigency arising out of the fact that your _____ spouse; _____ son or daughter; _____ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
- _____ Because you are the _____ spouse; _____ son or daughter; _____ parent; _____ next of kin of a covered servicemember with a serious injury or illness.

This Notice is to inform you that you:

- _____ Are eligible for FMLA leave (See Part B below for Rights and Responsibilities)
- _____ Are **not** eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):
 - _____ You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately _____ months towards this requirement.
 - _____ You have not met the FMLA's 1,250-hours-worked requirement.
 - _____ You do not work and/or report to a site with 50 or more employees within 75-miles.

If you have any questions, contact _____ or view the FMLA poster located in _____.

[PART B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE]

As explained in Part A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. **However, in order for us to determine whether your absence qualifies as FMLA leave, you must return the following information to us by _____.** (If a certification is requested, employers must allow at least 15 calendar days from receipt of this notice; additional time may be required in some circumstances.) If sufficient information is not provided in a timely manner, your leave may be denied.

- _____ Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request _____ is/ _____ is not enclosed.
- _____ Sufficient documentation to establish the required relationship between you and your family member.
- _____ Other information needed: _____

_____ No additional information requested

Certification of Health Care Provider for
Employee's Serious Health Condition
(Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



OMB Control Number: 1215-0181
Expires: 12/31/2011

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

Check if job description is attached: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: _____
First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: () Fax: ()

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax:(_____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?
 No Yes. If so, dates of admission: _____

Date(s) you treated the patient for condition: _____

Was medication, other than over-the-counter medication, prescribed? No Yes.

Will the patient need to have treatment visits at least twice per year due to the condition? No Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?
 No Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? No Yes. If so, expected delivery date: _____

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? No Yes.

If so, estimate the beginning and ending dates for the period of incapacity: _____

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? No Yes.

If so, are the treatments or the reduced number of hours of work medically necessary?
 No Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Estimate the part-time or reduced work schedule the employee needs, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? No Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups?
 No Yes. If so, explain:

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per episode

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER:

If your leave does qualify as FMLA leave you will have the following responsibilities while on FMLA leave (only checked blanks apply):

Contact _____ at _____ to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. You have a minimum 30-day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

You will be required to use your available paid _____ sick, _____ vacation, and/or _____ other leave during your FMLA absence. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement.

Due to your status within the company, you are considered a "key employee" as defined in the FMLA. As a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us. We _____ have/_____ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us.

While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every _____. (Indicate interval of periodic reports, as appropriate for the particular leave situation).

If the circumstances of your leave change, and you are able to return to work earlier than the date indicated on the reverse side of this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.

If your leave does qualify as FMLA leave you will have the following rights while on FMLA leave:

- You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as:
 - _____ the calendar year (January – December).
 - _____ a fixed leave year based on _____
 - _____ the 12-month period measured forward from the date of your first FMLA leave usage.
 - _____ a "rolling" 12-month period measured backward from the date of any FMLA leave usage.
- You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered servicemember with a serious injury or illness. This single 12-month period commenced on _____
- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
- You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
- If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; 2) the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or 3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.
- If we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA leave entitlement, you have the right to have _____ sick, _____ vacation, and/or _____ other leave run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of the leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA leave.

_____ For a copy of conditions applicable to sick/vacation/other leave usage please refer to _____ available at: _____

_____ Applicable conditions for use of paid leave: _____

Once we obtain the information from you as specified above, we will inform you, within 5 business days, whether your leave will be designated as FMLA leave and count towards your FMLA leave entitlement. If you have any questions, please do not hesitate to contact:

_____ at _____

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Mark below as applicable:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

No Yes. If so, dates of admission:

Date(s) you treated the patient for condition:

Will the patient need to have treatment visits at least twice per year due to the condition? No Yes.

Was medication, other than over-the-counter medication, prescribed? No Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)? No Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? No Yes. If so, expected delivery date: _____

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition: No Yes.

If so, identify the job functions the employee is unable to perform:

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

Notice of Eligibility and Rights & Responsibilities (Family and Medical Leave Act)

U.S. Department of Labor Employment Standards Administration Wage and Hour Division



OMB Control Number: 1215-0181 Expires: 12/31/2011

In general, to be eligible an employee must have worked for an employer for at least 12 months, have worked at least 1,250 hours in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles.

[Part A - NOTICE OF ELIGIBILITY]

TO: Employee

FROM: Employer Representative

DATE:

On _____, you informed us that you needed leave beginning on _____ for:

- The birth of a child, or placement of a child with you for adoption or foster care;
Your own serious health condition;
Because you are needed to care for your spouse; child; parent due to his/her serious health condition.
Because of a qualifying exigency arising out of the fact that your spouse; son or daughter; parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
Because you are the spouse; son or daughter; parent; next of kin of a covered servicemember with a serious injury or illness.

This Notice is to inform you that you:

- Are eligible for FMLA leave (See Part B below for Rights and Responsibilities)
Are not eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):
You have not met the FMLA's 12-month length of service requirement.
You have not met the FMLA's 1,250-hours-worked requirement.
You do not work and/or report to a site with 50 or more employees within 75-miles.

If you have any questions, contact _____ or view the FMLA poster located in _____.

[PART B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE]

As explained in Part A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. However, in order for us to determine whether your absence qualifies as FMLA leave, you must return the following information to us by _____.

- Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request is/ is not enclosed.
Sufficient documentation to establish the required relationship between you and your family member.
Other information needed: _____

No additional information requested

If your leave does qualify as FMLA leave you will have the following responsibilities while on FMLA leave (only checked blanks apply):

Contact _____ at _____ to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. You have a minimum 30-day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

You will be required to use your available paid _____ sick, _____ vacation, and/or _____ other leave during your FMLA absence. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement.

Due to your status within the company, you are considered a "key employee" as defined in the FMLA. As a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us. We _____ have/_____ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us.

While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every _____ (Indicate interval of periodic reports, as appropriate for the particular leave situation).

If the circumstances of your leave change, and you are able to return to work earlier than the date indicated on the reverse side of this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.

If your leave does qualify as FMLA leave you will have the following rights while on FMLA leave:

- You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as:
 - _____ the calendar year (January – December).
 - _____ a fixed leave year based on _____
 - _____ the 12-month period measured forward from the date of your first FMLA leave usage.
 - _____ a "rolling" 12-month period measured backward from the date of any FMLA leave usage.
- You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered servicemember with a serious injury or illness. This single 12-month period commenced on _____
- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
- You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
- If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; 2) the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or 3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.
- If we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA leave entitlement, you have the right to have _____ sick, _____ vacation, and/or _____ other leave run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of the leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA leave.

_____ For a copy of conditions applicable to sick/vacation/other leave usage please refer to _____ available at: _____

_____ Applicable conditions for use of paid leave: _____

Once we obtain the information from you as specified above, we will inform you, within 5 business days, whether your leave will be designated as FMLA leave and count towards your FMLA leave entitlement. If you have any questions, please do not hesitate to contact:

_____ at _____

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**

PART B: AMOUNT OF CARE NEEDED: When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? No Yes.

Estimate the beginning and ending dates for the period of incapacity: _____

During this time, will the patient need care? No Yes.

Explain the care needed by the patient and why such care is medically necessary:

5. Will the patient require follow-up treatments, including any time for recovery? No Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Explain the care needed by the patient, and why such care is medically necessary: _____

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? No Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

Explain the care needed by the patient, and why such care is medically necessary:

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? ___ No ___ Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: ___ times per ___ week(s) ___ month(s)

Duration: ___ hours or ___ day(s) per episode

Does the patient need care during these flare-ups? ___ No ___ Yes.

Explain the care needed by the patient, and why such care is medically necessary: _____

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

Signature of Health Care Provider

Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.

Designation Notice
(Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



OMB Control Number: 1215-0181
Expires: 12/31/2011

Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient. While use of this form by employers is optional, a fully completed Form WH-382 provides an easy method of providing employees with the written information required by 29 C.F.R. §§ 825.300(c), 825.301, and 825.305(c).

To: _____

Date: _____

We have reviewed your request for leave under the FMLA and any supporting documentation that you have provided. We received your most recent information on _____ and decided:

_____ Your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave.

The FMLA requires that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your leave entitlement:

_____ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your leave entitlement: _____

_____ Because the leave you will need will be unscheduled, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised (check if applicable):

_____ You have requested to use paid leave during your FMLA leave. Any paid leave taken for this reason will count against your FMLA leave entitlement.

_____ We are requiring you to substitute or use paid leave during your FMLA leave.

_____ You will be required to present a fitness-for-duty certificate to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided. A list of the essential functions of your position is is not attached. If attached, the fitness-for-duty certification must address your ability to perform these functions.

Additional information is needed to determine if your FMLA leave request can be approved:

_____ The certification you have provided is not complete and sufficient to determine whether the FMLA applies to your leave request. You must provide the following information no later than _____, unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.
(Provide at least seven calendar days)

(Specify information needed to make the certification complete and sufficient)

_____ We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

_____ Your FMLA Leave request is Not Approved.

_____ The FMLA does not apply to your leave request.

_____ You have exhausted your FMLA leave entitlement in the applicable 12-month period.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA. 29 U.S.C. § 2617; 29 C.F.R. §§ 825.300(d), (e). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 – 30 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**

ARTICLE VIII - SEVERANCE PAY

A. A teacher with ten (10) or more years of service to the Board of Education shall, at the time of retirement, be paid in cash for one-fourth the value of his or her accrued but unused sick leave credit, such payment not to exceed the value of fifty-three (53) days of accrued but unused sick leave.

B. The payment shall be based on the teacher's per diem rate at the time of retirement, if during the school year, or at the per diem rate for the prior school year. Such payment will eliminate all sick leave credit accrued but unused by the teacher at the time payment is made.

C. A teacher shall be deemed to have "retired" under this Article when he or she has been approved for service retirement by the Board of the State Teachers' Retirement System or has been determined to be qualified for disability retirement by a physician or physicians appointed by the STRS.

D. The District may negotiate directly with any employee who is eligible for STRS retirement in order to attempt to achieve a mutually beneficial severance arrangement that provides for enhanced severance benefit opportunities.

ARTICLE IX PAYDAYS

A. Teachers' regular salaries shall be paid over 26 alternate Fridays. The 26 pays shall begin on the first Friday in September which is on or after the first ten days of the regular teacher work year. In a twelve-month pay cycle when there are fifty-three (53) Fridays, teachers shall receive twenty-seven (27) equal paychecks. The salary of a teacher who begins work after the school year has begun shall be prorated over the remaining paydays, so long as the teacher has earned the amount of the first check. A teacher newly employed by the Board upon written request, may be paid by special check after five days' service for those five days' pay. Such teacher's remaining salary for the year shall be prorated over the remaining regular paydays.

B. During the regular school year, except for Christmas -New Year's break, if a payday occurs when teachers are not scheduled to work, the Board shall pay them on the preceding teacher work day. During summer and Christmas break, teachers may pick

up their checks on the payday at the Treasurer's office. Alternatively, the Treasurer shall place a teacher's paycheck in the mail by payday if the teacher in advance self-addresses envelopes for that purpose. If a payday occurs on a day when the Treasurer's office is closed, the Board has the option to pay in advance of the regular payday if feasible, otherwise on the next succeeding school day.

C. In addition to Association dues deduction, teachers may have payroll deduction upon individual written authorization for:

1. Lima-Allen County Credit Union;
2. Tax-Sheltered annuities; and
3. Political contributions pursuant to Ohio Rev. Code Section §331 3.262; and
4. Miscellaneous contributions, mutual funds and the like, Diesel Loan repayment, Spencerville Education Foundation, etc.

The Board shall continue its current practice of allowing teachers to purchase eligible service credit from STRS through pre-tax payroll deduction, subject to STRS and IRS requirements.

D. The Board shall pay for supplemental duties promptly after the teacher's completion of those duties. This provision does not preclude the Board from arranging with individual teachers to make partial payment upon completion of a corresponding portion of the supplemental duties.

E. Current employees may elect for electronic direct payroll deposit. The employee is required to deposit the entire net pay of their check into a checking and/or savings account(s). Monies may be directed to a maximum of two (2) different repositories and/or accounts using a percentage or fixed dollar amount. Electronic direct payroll deposit will be mandatory for regular 26-pay employees hired after September 1, 1998. Three changes to the direct deposit accounts, after the initial set-up, are allowed per fiscal year, with a minimum notification period of two weeks to the payroll department for each change. A completed authorization agreement for automatic deposit with an attached canceled check, deposit slip or statement copy so that the transit routing number, which identifies a specific financial institution, can be verified. This agreement is required for the initial setup and any change

thereafter. The first initial direct deposit payroll will be as soon as feasible after ratification of this Agreement, therefore allowing time for setup and testing phase. The employee will still receive a pay stub which shows the earnings, taxes, and deductions. After an employee elects for direct deposit, he/she must stay on direct deposit for the rest of that 12-month payroll cycle.

ARTICLE X -ASSOCIATION DUES DEDUCTION

The Board is authorized to deduct the periodic dues, initiation fees, and assessments of members of the Union upon presentation of a written deduction authorization by the individual teacher. Such written authorization shall be transmitted to the district Treasurer by the Union Treasurer by October 15 of the particular school year. The deductions shall cease upon the teacher's submission of a written revocation of the authorization. A copy of the written revocation shall be forwarded by the teacher to the Union President within five (5) calendar days of its submission to the Treasurer.

ARTICLE XI -REGULAR TEACHER SALARIES

- A. The regular teacher work year shall consist of 183 work days. There shall be up to two (2) waiver days to be included within the one hundred eighty-three (183) workdays for the purpose of professional development. The Union may make recommendations regarding the calendar for the next school year. Such recommendation(s) must be submitted to the Superintendent by February for consideration. Although the Board must consider timely recommendations from the Union, the Board has sole discretion to adopt the school calendar.
- B. A one (1) hour early release will be in effect on the last day prior to Thanksgiving, Christmas and Easter or on other days agreed to by SEA and BOE (maximum of three days).
- C. The normal on-duty teacher work day shall be scheduled between 7:25 a.m. to 3:00 p.m. for high school and middle school teachers and 8:25 a.m. to 4 p.m. for elementary teachers. These time frames are inclusive of each teacher's thirty minute, duty-free lunch. This Article in no way limits the Board's authority to require teachers to attend in-service training, faculty meetings, open-house and the

like outside the on-duty hours. Part-time teachers shall receive a pro-rated paid planning period on days they are employed.

D. Appendix A to this Agreement is the schedule of regular teacher salaries for July 1, 2012 - June 30, 2013 (\$31,417.00) and July 1, 2013 - June 30, 2014 (\$31,731.00).

E. The Board need not provide teachers with individual salary notices. A newly hired teacher shall be given written notice of his or her initial placement on the salary schedule upon written request to the Treasurer's office.

F. Effective with the 2011-2012 school year, teachers shall be eligible for a 1% lump sum bonus if the District achieves "Excellent" status or better on the Ohio Department of Education Grade Card or if the District achieves 100% passage rate on the academic indicators portion of the Grade Card. The 1% bonus shall be based upon the teachers' regular salary during the school year for which the Grade Card is based. Teachers who are on a leave of absence for any portion of the year shall receive a pro rata payment of the 1% bonus. Long term substitutes shall be eligible for a pro rata payment if they teach in one specific teaching position for sixty consecutive school days. A separate check will be paid on the Friday after the second pay in October.

ARTICLE XII - SUPPLEMENTAL SALARIES

A. Teachers employed for supplemental duties shall be paid in accordance with Appendix D to this Agreement, calculated on the base salary.

B. Supplemental contracts shall be for no longer than one school year and shall expire automatically, without further action or notice by the Board.

C. The listing of a position on the supplemental schedule does not require the Board to fill it. The decision of whether and when to fill a vacancy shall be the sole prerogative of the Superintendent.

ARTICLE XIII TUITION REIMBURSEMENT

1. To be eligible for participation in the tuition reimbursement program, a bargaining unit member must:
 - a. Be under full-time or part-time contract at the Spencerville Local School District prior to applying for reimbursement for courses under this program.
 - b. Be working under a full-time certified regular limited or continuing contract with the Spencerville Local School District both when the course is taken and when reimbursement is requested.
 - c. Hold a provisional certificate/license or higher in the field in which the bargaining unit member is serving.
 - d. Take courses in the bargaining unit member's actual teaching field of service or in other areas approved in advance by the Superintendent.
 - e. Take courses from an institution approved for teacher education and approved by the Superintendent.
 - f. Complete the course with a grade B or better. Pass/Fail credit will not be applicable, if the course may be taken for a letter grade. The bargaining unit member shall provide certification of the unavailability to enroll in a specific college course for a letter grade.
 - g. Remain a full-time employee of the Board for a full year following the completion of a course or refund the Board the tuition allowance received. (This refund can take place either by withholding from the bargaining unit member's last check or by the bargaining unit member paying the Treasurer directly.)

2. Application shall be made and approval shall be obtained in the following manner:
 - a. Applications shall be submitted to the Superintendent's office by May 15 for summer session, by the first Wednesday after Labor Day for fall quarter or semester, by December 1 for winter quarter or second semester, and by February 15 for spring quarter.

b. Applications shall be approved or disapproved by the Superintendent. Priority shall be given to bargaining unit members enrolled in courses needed to upgrade their skills to meet school goals, to bargaining unit members enrolled in classes for recertification, and to bargaining unit members enrolled in courses needed for certification to teach a subject to serve in a capacity requested by the administration.

c. Reimbursement shall be limited to three (3) semester hours or four and one-half (4 Y2) quarter hours in any one-year allowance period (July 1 to June 30).

d. Reimbursement may not be sought for courses for which other reimbursement has or will be received, such as professional leave, a grant or fellowship.

3. Reimbursement will be made in accordance with the following manner:

a. The Board shall allocate a maximum of \$7,500 for each July 1 to June 30 allocation period. The Superintendent may increase the number of hours that can be reimbursed in a particular year if there is sufficient money left in the total annual allocation.

b. Within the limitations of (b) and (C)(1) above, the bargaining unit member shall be reimbursed at the rate of fifty percent (50%) of the tuition cost, not to exceed \$120.00 per approved semester hour or \$90.00 per approved quarter hour. This will be prorated for part-time employees.

c. Reimbursement shall not exceed the actual cost of tuition.

d. Payment shall be made one time per year (last pay in May) upon submission of an official grade card verifying successful completion of the course or courses, and an official receipt or other documentation acceptable to the Superintendent verifying payment. By June 30 of each year, a teacher who has earned additional college credit must file an official transcript with the Superintendent in order to be eligible for reimbursement during the next year (July 1 June 30).

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SPENCERVILLE LOCAL SCHOOL DISTRICT

TUITION REIMBURSEMENT APPLICATION

Application Deadlines May 15 -Summer Session
First Wednesday after Labor Day -Fall Session
December 1 -Winter Session
February 15 -Spring Session

1. Name of Teacher _____

2. Position in District _____

3. Contract Status _____

4. Current Certificate/License. _____

5. College or University you plan to attend (include address)

6. Course/Course Description

7. _____ Number of Hours you Plan to Take _____ Semester (Please check one)
_____ Quarterly

8. Purpose of Taking the Course (Please check all that apply)

_____ Recertification

_____ Upgrade Teaching Skills to Meet Schools Goals

_____ Obtain Certification to Teach Course Requested by Administrator

_____ Other (explain) _____

9. Hourly Cost of Course Referenced on This Application \$ _____ Per Hour

Applicant Signature _____ Date _____

NOTE: Reimbursement is limited to three (3) semester hours or four and one half (4 %) quarter hours in any one year allowance period.

The Board shall allocate a maximum of \$7500 for each July 1 to June 30 allocation period. The Superintendent may increase the number of hours that can be reimbursed in a particular year if there are sufficient funds left in the total annual allocation.

Reimbursement shall not exceed 50% of the tuition cost, not to exceed \$1 20.00 per approved semester hour or \$90.00 per approved quarter hour - this will be prorated for part-time employees.

Payment will be made one time per year (last pay in May) upon submission of an official grade card verifying successful completion of course or courses. Applicant also must submit verification of payment for course work.

-
1. Number of Hours applied for _____
 2. Anticipated Reimbursement to Applicant _____
(Based on Items 7 and 9 from Application)
 3. Approved _____
Disapproved _____

Superintendent Signature _____

Date _____

ARTICLE XIV - PERSONNEL FILES

1. The Board shall maintain only one (1) official file on each employee. This shall not preclude the treasurer's office from maintaining documentation of an employee's expense vouchers and leave records or a principal from maintaining documents relative to a particular teacher.

2. A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies of any documents contained therein. A teacher may have an Association representative present when he/she inspects his/her personnel file, or may authorize in writing an Association representative to review his/her files.

3. Teachers shall have the right to submit a written commentary to any material at the time it is placed in the file. Such written comments shall be attached to the item in the file.

ARTICLE XV - EVALUATION

The Board shall comply with O.R.C. 3319.111 when evaluating teachers. If the Board determines to change its evaluation instrument, it shall provide the Association with at least thirty (30) days notice of the change prior to utilizing the new instrument.

Administrators will have the option of observing staff members on Continuing Contracts a minimum of one time per evaluation.

ARTICLE XVI - CONTRACTS

The Board shall issue limited contracts for terms not to exceed five (5) years and the Board will issue continuing contracts to teachers who meet the qualifications of O.R.C. 3319.08 and 3319.11.

ARTICLE XVII - REDUCTION IN FORCE

A. The Board, in its sole discretion, may determine to reduce the number of teaching positions because of declining enrollment, District finances or other legitimate reasons. In reducing the number of positions, the Board may non-renew the

limited contracts of teachers under O.R.C. §3319.11 or may suspend the contracts of teachers under O.R.C. §3319.17.

B. In carrying out any suspension of contracts under O.R.C. 3319.17, the Board shall calculate seniority based upon the teacher's continuous employment by the Board. If two or more teachers have the same length of continuous employment, then seniority shall be determined by: (1) the date of the Board meeting at which the teacher was hired; (2) then by total teaching experience; and (3) then by determination of the Superintendent.

C. In recalling suspended teachers to vacancies under O.R.C. 3319.17, the Superintendent shall send the teacher a written offer of employment by certified mail to the teacher's most recent address on school records. It is the teacher's obligation to keep his or her address and status of certification current on school district records. If the teacher does not accept the offer in writing within ten calendar days following the posting of the letter, then his or her name shall be removed from the recall list and the job shall be offered, in the same manner, to the next most senior teacher on the list who holds the necessary certification.

ARTICLE XVIII - INSURANCE BENEFITS

A. The Board shall provide at least one health insurance benefit plan for full-time teachers and their dependents.

1. The premium contribution rates for the plan(s) shall be as follows:

	Single	Family	
Board Contribution	\$475	\$1175	(2012-2013 year)
	\$500	\$1200	(2013-2014 year)

The employees shall be responsible for any difference between the actual premium and the Board contribution. If the board employs more than one family member, the Board will provide one contribution toward one family plan for the employees.

2. The Board shall pay \$2,000.00 cash (\$1,000 installments in the middle and end of the year) for teachers who do not elect any health insurance coverage. If any Flexible Spending Account funds remain at the end of the Plan year, 50% will go to

employee well ness expenditures and 40% will go to the Spencerville Education Foundation and 10% to the Spencerville Education Association Scholarship Fund. Flexible Spending Accounts will also be available to teachers to tax shelter their premium participation and amounts beyond that (up to \$100 per month) designated by the teacher. The Board shall pay all administrative costs for having Flexible Spending Accounts.

3. Flexible Spending Accounts may be used for child care, elder care, or health care pursuant to IRS regulations.

B. The Board shall provide professional liability insurance coverage at no cost to teachers. Such coverage shall be purchased from an insurance company licensed to do business in Ohio, with limits of at least \$100,000 (and up to \$1,000,000 if available) per occurrence for each insured, to cover the teacher on account of damages or injury to persons or property resulting from any act or omission of the teacher in his capacity as a teacher or resulting solely from his employment by the Board.

C. The Board shall provide, at no cost to the teacher, group term life insurance coverage in the amount of \$40,000 for each full-time teacher, and \$20,000 for each half-time teacher.

D. The Board shall provide group dental insurance coverage to enrolling employees and their eligible dependents equal to the plan currently known as the Allen County Schools Council of Government Dental Plan. On behalf of employees who enroll, the Board shall pay up to \$90 for the duration of the contract.

E. The Board may determine the manner and means by which the insurance benefits plan shall be implemented.

ARTICLE XIX - REPRESENTATION

If a teacher reasonably believes that an investigatory interview with an administrator may result in disciplinary action, the teacher may request the presence of an Association representative. Evaluation conferences shall not be considered "investigatory interviews."

ARTICLE XX - VACANCIES AND REQUESTED TRANSFERS

A. VACANCIES AND REQUESTED TRANSFERS

1. This Article governs the filling of vacancies in regular teaching positions, the existence of such vacancies and the decision to fill vacancies being the Superintendent's exclusive determination. It is understood that the Superintendent reasonably may determine that there is no vacancy when a regular teacher is using paid leave or has been granted an unpaid leave of absence by the Board of Education.

2. The Board shall post all teaching, co-curricular, and administrative vacancies throughout the school year in each building for a period of five (5) work days. Notice of vacancies occurring in the months of June, July, and August, in addition to posting in each building, shall be mailed to the Association President and Vice-President, and mailed with the summer checks (e.g. Board Lines). Vacancies declared in June, July, and August shall be declared closed ten (10) days following the postmark of the notice.

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.

3. The administration, with Board action where necessary, shall make the final decision on the filling of vacancies, giving consideration to applicants' experience seniority, qualifications, and other education factors.

B. INVOLUNTARY TRANSFERS

1. A teacher will be notified in writing of any involuntary transfer or change in assignment by August 1. Upon the teacher's request, the Superintendent shall meet with the teacher to discuss the transfer or reassignment. This paragraph does not

preclude transfers or reassignments after August 1 because of changed circumstances, such as enrollment changes, deaths, resignations, or any other circumstance which is not capricious or arbitrary as to the individual being transferred or reassigned.

2. No teacher shall be arbitrarily or capriciously transferred.

ARTICLE XXI - TUITION-FREE ENROLLMENT

A. A child who resides with a teacher who is his custodial parent and is employed in the bargaining unit but whose residence is outside of Spencerville Local School District shall be admitted to the District's schools tuition free subject to the limitations and conditions of this Article.

B. A teacher who is under contract for the upcoming school year must give written notice to the Superintendent by July 10 of each year as to the teacher's desire to have his or her children attend the District's schools. In such written notice, the teacher must supply the names and grade levels of the children who will be attending the District's schools and take all actions needed to supply all information required by law for children being admitted to a school district, including the transfer of records from the district previously attended.

C. If a teacher moves out of the school district during the school year or is issued a contract after July 10, the teacher shall promptly provide written notice to the Superintendent of the request for admission of his or her children, along with the other information normally required for admission.

D. If the Superintendent determines that the cost of educating a particular child admitted under this Article exceeds the general per pupil cost of the District he shall determine the amount of such excess cost and may require the parent to pay such cost as a condition of the admission or continued admission of the pupil to the District's schools. A teacher shall not be responsible for such excess cost unless the Superintendent has given the teacher 30 days' written notice of the amount and the teacher has kept the child enrolled beyond those thirty (30) days in Spencerville Schools. The Superintendent's determination may not be challenged or grieved except on the basis that this determination has been arbitrary or capricious.

E. The admission of a pupil under this Article shall not require the District to begin or implement any new program, create a class or type of instruction, or add staffing.

F. The Superintendent in his sole discretion may assign or reassign any pupil admitted under this Article.

ARTICLE XXII - COMMON PLANNING TIME

A. Teachers who do not have a schedule that permits common planning time may meet a maximum of four times a year for the purpose of common planning. These meetings are to be held sometime other than regular school hours. Each meeting must be at least one hour in length. There must be an agenda for each meeting which has received the prior approval of a building principal. A written record of the meeting must be kept and submitted to a building principal for approval. The common planning hour will be valid only if at least 75% of the group is in attendance.

B. Teachers will be compensated at the rate of twenty-one dollars (\$21.00) per planning session (not to exceed four sessions per year.)

C. This Article in no way limits the Board's authority to require teachers to attend in service training, faculty meetings, open-house and the like outside the on-duty hours without compensation.

ARTICLE XXIII - OCCUPATIONAL SAFETY AND HEALTH

A. Before exercising his or her right under R.C. §41 67.06, an employee must contact his or her immediate supervisor, principal or Superintendent and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of R.C. §4167.06, the employee must exhaust the process set forth in paragraph C(1 -2) below.

B. An employee who wishes to assert a claim of discrimination as defined in R.C. §4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge. If the alleged

discrimination is in connection with a non-renewal, any claim of discrimination under R.C. Chapter 4167 shall be raised only in the challenge to the non-renewal pursuant to R.C. §3319.11.

C. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. §4167.10 until the following process has been completely exhausted:

1. An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee's immediate supervisor or principal, within five work days of the occurrence of the alleged violation.
2. If the immediate supervisor or principal does not resolve the alleged violation to the employee's satisfaction, the employee or Association must file a formal complaint with the Superintendent within five work days of the supervisor's or principal's response. If the supervisor or principal does not respond by his deadline, then the employee or Association may file their appeal within five work days of that deadline. The Superintendent or his designee shall meet with the employee or Association representative in an attempt to resolve the alleged violation. Within 10 work days after the conference, the Superintendent shall provide his written response to the alleged violation.

ARTICLE XXIV - CRIMINAL RECORDS CHECK

A. The parties acknowledge the R.C. §3319.39 requires the Board of Education to release from employment someone who has been hired subject to the condition that he or she have a clean record on a criminal records check. If the records check on such a person discloses a conviction of guilty plea which disqualifies the person from employment in a position in this bargaining unit, the following procedure shall be followed:

1. Upon receipt of the report from the Bureau of Criminal Identification and Investigation, the Superintendent or designee shall give the person a copy of the report and written notice of the Superintendent's intention to release the employee from employment pursuant to R.C. §3319.39.

2. The Superintendent shall hold a conference promptly with the person who is subject to an adverse criminal records check and provide that person with an opportunity to challenge, explain, or rebut the criminal record reports, the basis for required release from employment under the law.

3. The Superintendent then shall determine whether the statute requires release of the employee and shall notify him of the Superintendent's decision in writing. The Superintendent's notice shall contain the effective date of the release, and the release shall become effective at the time specified by the Superintendent.

B. This Article is the exclusive procedure for release of a bargaining unit member from employment because of an adverse criminal records check in accordance with R.C. §3319.39. The bargaining unit member's release shall not be subject to any other provision of law or this collective bargaining agreement with respect to the dismissal, non-renewal, or termination of employees. The release of an employee pursuant to this Article is not subject to the grievance procedure.

ARTICLE XXV - BCI/FBI LICENSURE REIMBURSEMENT

The School District will reimburse employees for one BCI/FBI check and one license renewal every five (5) years.

ARTICLE XXVI - ENTIRE AGREEMENT

The specific provisions of this Agreement shall be the sole source of the rights of the Union and any teacher covered by this Agreement. This Agreement supersedes all previous oral and written agreements between the Board and the Union and between the Board any teacher within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this agreement only and no prior agreements, oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions of the teachers covered by this Agreement.

ARTICLE XXVII - DURATION

Except as provided otherwise in this Agreement or an attached schedule, this Agreement shall become effective July 1, 2012, and shall remain in full force and effect through and including June 30, 2014. If neither party gives timely notice under Article II to terminate or modify this Agreement as of July 1, 2014, it shall automatically be renewed for the succeeding year, July 1, 2014 through June 30, 2015. During the term of this Agreement, the Association may request bargaining after the consortium of Bath Local, Perry Local, and Spencerville Local determines how to proceed with Local Professional Development Committee(s) with respect to appropriate subjects of bargaining on LPDC issues.

FOR THE ASSOCIATION

Lori Schwartz
Joe Hugh
[Signature]

11/19/12

Date

FOR THE BOARD OF EDUCATION

Richard S. Giff Board President
Deane [Signature] Treasurer

11/19/12

Date

**SPENCERVILLE LOCAL SCHOOL DISTRICT
CERTIFICATED TEACHER SALARY SCHEDULE**

EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2013

2012-2013 SCHOOL YEAR

BASE: \$31,417		WITH 1% INCREASE							
	INDEX	BACHELOR	INDEX	5 Year 150 HOURS	INDEX	MASTERS	INDEX	MASTER+18	
0	1.0000	\$31,417	1.0380	\$32,611	1.0950	\$34,402	1.1330	\$35,595	
1	1.0380	\$32,611	1.0810	\$33,962	1.1430	\$35,910	1.1860	\$37,261	
2	1.0760	\$33,805	1.1240	\$35,313	1.1910	\$37,418	1.2390	\$38,926	
3	1.1140	\$34,999	1.1670	\$36,664	1.2390	\$38,926	1.2920	\$40,591	
4	1.1520	\$36,192	1.2100	\$38,015	1.2870	\$40,434	1.3450	\$42,256	
5	1.1900	\$37,386	1.2530	\$39,366	1.3350	\$41,942	1.3980	\$43,921	
6	1.2280	\$38,580	1.2960	\$40,717	1.3830	\$43,450	1.4510	\$45,586	
7	1.2660	\$39,774	1.3390	\$42,067	1.4310	\$44,958	1.5040	\$47,251	
8	1.3040	\$40,968	1.3820	\$43,418	1.4790	\$46,466	1.5570	\$48,916	
9	1.3420	\$42,162	1.4250	\$44,769	1.5270	\$47,974	1.6100	\$50,581	
10	1.3800	\$43,355	1.4680	\$46,120	1.5750	\$49,482	1.6630	\$52,246	
11	1.4180	\$44,549	1.5110	\$47,471	1.6230	\$50,990	1.7160	\$53,912	
12	1.4180	\$44,549	1.5110	\$47,471	1.6710	\$52,498	1.7690	\$55,577	
13	1.4180	\$44,549	1.5110	\$47,471	1.6710	\$52,498	1.7690	\$55,577	
14	1.4180	\$44,549	1.5110	\$47,471	1.6710	\$52,498	1.7690	\$55,577	
15	1.4560	\$45,743	1.5540	\$48,822	1.7190	\$54,006	1.8220	\$57,242	
16	1.4940	\$46,937	1.5970	\$50,173	1.7670	\$55,514	1.8750	\$58,907	
17	1.4940	\$46,937	1.5970	\$50,173	1.7670	\$55,514	1.8750	\$58,907	
18	1.4940	\$46,937	1.5970	\$50,173	1.7670	\$55,514	1.8750	\$58,907	
19	1.4940	\$46,937	1.5970	\$50,173	1.7670	\$55,514	1.8750	\$58,907	
20	1.5520	\$48,759	1.6600	\$52,152	1.8350	\$57,650	1.9480	\$61,200	
21	1.5520	\$48,759	1.6600	\$52,152	1.8350	\$57,650	1.9480	\$61,200	
22 OR MORE **	1.6100	\$50,581	1.7230	\$54,131	1.9030	\$59,787	2.0210	\$63,494	

** 20+ YEARS INDEX = REGULAR INDEX + .0208

1. VoAg instructor can be approved for up to 3/9 of schedule for extended service as approved by Bd. of Education.
NOTE: for 11-12 year all Extended services was cut 33% so only 40 Ext. days were approved.
2. Recognized accumulated sick leave = 215 days a year for leave purposes, with up to 212 (53 days maximum) for severance effective with the 10-11 year which replaces 200 accumulative days per FY99 and 200 days for severance per end of FY10.
3. Approved mileage reimbursed at the rate of \$ per mile as set by IRS as of January of each calendar year, effective for the entire calendar year.
1. This schedule is based on 184 days of duty for 06-07 year; and then 183 duty days effective with the 07-08 year.
2. After January 1, 1970 experienced teachers coming into the school system will be granted a maximum of 10 years of experience on the schedule, if they have taught ten or more years previously. Up to 5 years of military service may be recognized for experience credit.
3. One year's training is defined as 30 semester hours of credit, which are approved by the State Dept of Ed. For certification in the field of assigned teaching. Five year training level is defined as 150 semester hours of training, and a Bachelor's Degree from a recognized college or university.
4. To insure proper placement on the salary schedule, it is the responsibility of the teacher to furnish an official transcript of credits to the local superintendent and county superintendent, no later than Sept. 15 of the school year.
5. Local superintendent shall determine the training and experience of each teacher as defined by the Statutes of Ohio and shall administer the salary schedule and Bd. policies, subject to Board approval.
6. Additional salary, determined by the Board, may be added for extra time involved or for some types of specialized training.

**SPENCERVILLE LOCAL SCHOOL DISTRICT
CERTIFICATED TEACHER SALARY SCHEDULE**

EFFECTIVE JULY 1, 2013 THROUGH JUNE 30, 2014

2013-2014 SCHOOL YEAR

BASE: \$31,731		WITH 1% INCREASE				on FY13 Base			
	INDEX	BACHELOR	INDEX	5 Year 150 HOURS	INDEX	MASTERS	INDEX	MASTER+18	
0	1.0000	\$31,731	1.0380	\$32,937	1.0950	\$34,745	1.1330	\$35,951	
1	1.0380	\$32,937	1.0810	\$34,301	1.1430	\$36,269	1.1860	\$37,633	
2	1.0760	\$34,143	1.1240	\$35,666	1.1910	\$37,792	1.2390	\$39,315	
3	1.1140	\$35,348	1.1670	\$37,030	1.2390	\$39,315	1.2920	\$40,996	
4	1.1520	\$36,554	1.2100	\$38,395	1.2870	\$40,838	1.3450	\$42,678	
5	1.1900	\$37,760	1.2530	\$39,759	1.3350	\$42,361	1.3980	\$44,360	
6	1.2280	\$38,966	1.2960	\$41,123	1.3830	\$43,884	1.4510	\$46,042	
7	1.2660	\$40,171	1.3390	\$42,488	1.4310	\$45,407	1.5040	\$47,723	
8	1.3040	\$41,377	1.3820	\$43,852	1.4790	\$46,930	1.5570	\$49,405	
9	1.3420	\$42,583	1.4250	\$45,217	1.5270	\$48,453	1.6100	\$51,087	
10	1.3800	\$43,789	1.4680	\$46,581	1.5750	\$49,976	1.6630	\$52,769	
11	1.4180	\$44,995	1.5110	\$47,946	1.6230	\$51,499	1.7160	\$54,450	
12	1.4180	\$44,995	1.5110	\$47,946	1.6710	\$53,023	1.7690	\$56,132	
13	1.4180	\$44,995	1.5110	\$47,946	1.6710	\$53,023	1.7690	\$56,132	
14	1.4180	\$44,995	1.5110	\$47,946	1.6710	\$53,023	1.7690	\$56,132	
15	1.4560	\$46,200	1.5540	\$49,310	1.7190	\$54,546	1.8220	\$57,814	
16	1.4940	\$47,406	1.5970	\$50,674	1.7670	\$56,069	1.8750	\$59,496	
17	1.4940	\$47,406	1.5970	\$50,674	1.7670	\$56,069	1.8750	\$59,496	
18	1.4940	\$47,406	1.5970	\$50,674	1.7670	\$56,069	1.8750	\$59,496	
19	1.4940	\$47,406	1.5970	\$50,674	1.7670	\$56,069	1.8750	\$59,496	
20	1.5520	\$49,247	1.6600	\$52,673	1.8350	\$58,226	1.9480	\$61,812	
21	1.5520	\$49,247	1.6600	\$52,673	1.8350	\$58,226	1.9480	\$61,812	
22 OR MORE **	1.6100	\$51,087	1.7230	\$54,673	1.9030	\$60,384	2.0210	\$64,128	

** 20+ YEARS INDEX = REGULAR INDEX + .0208

1. VoAg instructor can be approved for up to 3/9 of schedule for extended service as approved by Bd. of Education.
NOTE: for 11-12 year all Extended services was cut 33% so only 40 Ext. days were approved.
2. Recognized accumulated sick leave = 215 days a year for leave purposes, with up to 212 (53 days maximum) for severance effective with the 10-11 year which replaces 200 accumulative days per FY99 and 200 days for severance per end of FY10.
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3. One year's training is defined as 30 semester hours of credit, which are approved by the State Dept of Ed. For certification in the field of assigned teaching. Five year training level is defined as 150 semester hours of training, and a Bachelor's Degree from a recognized college or university.
4. To insure proper placement on the salary schedule, it is the responsibility of the teacher to furnish an official transcript of credits to the local superintendent and county superintendent, no later than Sept. 15 of the school year.
5. Local superintendent shall determine the training and experience of each teacher as defined by the Statutes of Ohio and shall administer the salary schedule and Bd. policies, subject to Board approval.
6. Additional salary, determined by the Board, may be added for extra time involved or for some types of specialized training.

EXTRACURRICULAR POSITIONS AND SALARIES

EFFECTIVE JULY 1, 2012

ADDED 1% TO Teacher's BASE salary of previous year/FY12

BASE = \$31,417

*Position reduced from 4.5% to 3%/or 33% in 11-12

a 184 day contract per FY04; changed to 183 days as of 07-08 yr.

+ReAdded Art Club, Ind. Arts Club and IDAA/Positive Peer per 12-13 year. (from **ELIMINATED 5 POSITIONS AS OF FY11-12)

POSITION	%AGE OF BASE	SALARY	Bd.Action#
***ART CLUB ADVISOR	1.80%	\$566	
BAND DIRECTOR	15.30%	\$4,807	
BASEBALL - HEAD COACH	11.70%	\$3,676	
* - JV COACH =	6.30%	\$1,979	
* - MS COACH =	6.30%	\$1,979	
BASKETBALL - GIRLS/HEAD COACH	15.30%	\$4,807	
- GIRLS/Var. Asst. COACH	9.90%	\$3,110	
- GIRLS/JV COACH	9.00%	\$2,828	
- GIRLS/9TH COACH	8.10%	\$2,545	
- GIRLS/8TH GRADE COACH	7.20%	\$2,262	
- GIRLS/7TH GRADE COACH	6.30%	\$1,979	
BASKETBALL - BOYS/HEAD COACH	15.30%	\$4,807	
- BOYS/Var. Asst. COACH	9.90%	\$3,110	
- BOYS/JV COACH	9.00%	\$2,828	
- BOYS/9TH GRADE COACH	8.10%	\$2,545	
- BOYS/8TH GRADE COACH	7.20%	\$2,262	
- BOYS/7TH GRADE COACH	6.30%	\$1,979	
CHEERLEADER - HS ADVISOR	5.40%	\$1,697	
- MS ADVISOR	3.60%	\$1,131	
CHORUS DIRECTOR	9.00%	\$2,828	
CROSS COUNTRY - HEAD COACH	11.70%	\$3,676	
Cross Country ASST. COACH	6.30%	\$1,979	
FACULTY MANAGER	12.60%	\$3,959	
FFA ADVISOR	3.60%	\$1,131	
FCCLA ADVISOR	1.80%	\$566	
FOOTBALL - HEAD COACH	15.30%	\$4,807	
- ASST. I COACH	9.00%	\$2,828	
- ASST. II COACH	9.00%	\$2,828	
- ASST. III COACH	9.00%	\$2,828	
taking 3 Ass't positions together and splitting by 4 coaches (\$2,121@)			
- NINTH GRADE COACH	8.10%	\$2,545	
- MS HEAD COACH	7.20%	\$2,262	
- * ASST. COACH	6.30%	\$1,979	
FRESHMAN CLASS ADVISOR	0.90%	\$283	
GOLF COACH (New 6-02)	9.00%	\$2,828	
***INDUSTRIAL ARTS CLUB ADVISOR	1.80%	\$566	
JUNIOR CLASS/PROM Co-ADVISOR/divided by 2	5.40%	\$1,697	
* CO-ADVISORs/divided by 2			
MUSICAL CO-DIRECTORs/divided by 2	9.00%	\$2,828	
* CO-DIRECTORs/divided by 2			
NATIONAL HONOR SOCIETY ADVISOR	2.70%	\$848	
POSITIVE PEER ADVISOR/was IDAA/Renamed 12-13 Yr.	1.80%	\$566	
SADD ADVISOR	1.80%	\$566	
SCHOLASTIC BOWL - HS COACH	4.05%	\$1,272	
- 7TH+8TH GR.COACH	2.70%	\$848	
- 6TH GR. COACH	2.70%	\$848	
- 5TH GR. COACH	2.70%	\$848	
SOCCER - HEAD COACH (new Action 12-08-17 for 09-10 year)	11.70%	\$3,676	
SOFTBALL - HEAD COACH	11.70%	\$3,676	
- JV COACH	6.30%	\$1,979	
- MS COACH	6.30%	\$1,979	
SOPHOMORE CLASS ADVISOR	0.90%	\$283	
SPANISH ADVISOR (new 09-10 year; See #6-09-8)	1.80%	\$566	
SPELLING BEE COORDINATOR(New FY04)	0.90%	\$283	
STUDENT COUNCIL - HS ADVISOR	1.80%	\$566	
- MS CO-ADVISORs/divided by 2	1.80%	\$566	
- MS CO-ADVISORs/divided by 2			
TRACK - HS HEAD COACH	13.50%	\$4,241	
- HS ASST. I COACH	6.30%	\$1,979	
- HS ASST. II COACH	6.30%	\$1,979	
- HS ASST. III COACH	6.30%	\$1,979	
can split 2 positions 3 ways per board action.			
- MS BOYS COACH	6.30%	\$1,979	
- MS GIRLS COACH	6.30%	\$1,979	
VOLLEYBALL - HEAD COACH	11.70%	\$3,676	
- JV COACH	6.30%	\$1,979	
- 8TH GR. COACH	6.30%	\$1,979	
- 7TH GR. COACH	6.30%	\$1,979	
WEB SITE ADVISOR (new 07-08 school year)	4.05%	\$1,272	
WRESTLING - HEAD COACH	13.50%	\$4,241	
- HS ASST. COACH	6.30%	\$1,979	
- MS COACH	6.30%	\$1,979	
*YEARBOOK ADVISOR (reduced from 4.5% to 3% in 11-12)	3.00%	\$943	

EXTRACURRICULAR POSITIONS AND SALARIES

ADDED 1% TO Teacher's BASE salary of previous year/FY13

EFFECTIVE JULY 1, 2013

BASE = \$31,731

*Position reduced from 4.5% to 3%/or 33% in 11-12

a 184 day contract per FY04; changed to 183 days as of 07-08 yr.

+Reestablished Art Club, Ind. Arts Club and IDAA Advisor per 12-13 year. (**ELIMINATED 5 POSITIONS AS OF FY11-12)

POSITION	%AGE OF BASE	SALARY	Bd.Action#
+**ART CLUB ADVISOR	1.80%	\$571	
BAND DIRECTOR	16.30%	\$4,855	
BASEBALL - HEAD COACH	11.70%	\$3,713	
" - JV COACH =	6.30%	\$1,999	
" - MS COACH =	6.30%	\$1,999	
BASKETBALL - GIRLS/HEAD COACH	15.30%	\$4,855	
- GIRLS/Var.Asst. COACH	9.90%	\$3,141	
- GIRLS/JV COACH	9.00%	\$2,856	
- GIRLS/9TH COACH	8.10%	\$2,570	
- GIRLS/8TH GRADE COACH	7.20%	\$2,285	
- GIRLS/7TH GRADE COACH	6.30%	\$1,999	
BASKETBALL - BOYS/HEAD COACH	15.30%	\$4,855	
- BOYS/Var.Asst. COACH	9.90%	\$3,141	
- BOYS/JV COACH	9.00%	\$2,856	
- BOYS/9TH GRADE COACH	8.10%	\$2,570	
- BOYS/8TH GRADE COACH	7.20%	\$2,285	
- BOYS/7TH GRADE COACH	6.30%	\$1,999	
CHEERLEADER - HS ADVISOR	5.40%	\$1,713	
- MS ADVISOR	3.60%	\$1,142	
CHORUS DIRECTOR	9.00%	\$2,856	
CROSS COUNTRY - HEAD COACH	11.70%	\$3,713	
Cross Country ASST. COACH	6.30%	\$1,999	
FACULTY MANAGER	12.60%	\$3,998	
FFA ADVISOR	3.60%	\$1,142	
FCCLA ADVISOR	1.80%	\$571	
FOOTBALL - HEAD COACH	15.30%	\$4,855	
- ASST. I COACH	9.00%	\$2,856	
- ASST. II COACH	9.00%	\$2,856	
- ASST. III COACH	9.00%	\$2,856	
taking 3 Ass't positions together and splitting by 4 coaches (\$2,100@)			
-NINTH GRADE COACH	8.10%	\$2,570	
- MS HEAD COACH	7.20%	\$2,285	
- " ASST. COACH	6.30%	\$1,999	
FRESHMAN CLASS ADVISOR	0.90%	\$286	
GOLF COACH (New 6-02)	9.00%	\$2,856	
+**INDUSTRIAL ARTS CLUB ADVISOR	1.80%	\$571	
JUNIOR CLASS/PROM Co-ADVISOR/divided by 2	5.40%	\$1,713	
" CO-ADVISORS/divided by 2			
MUSICAL CO-DIRECTORS/divided by 2	9.00%	\$2,856	
" CO-DIRECTORS/divided by 2			
NATIONAL HONOR SOCIETY ADVISOR	2.70%	\$857	
POSITIVE PEER ADVISOR/was IDAA/Renamed 12-13 Yr.	1.80%	\$571	
SADD ADVISOR	1.80%	\$571	
SCHOLASTIC BOWL - HS COACH	4.05%	\$1,285	
- 7TH+8TH GR.COACH	2.70%	\$857	
- 6TH GR. COACH	2.70%	\$857	
- 5TH GR. COACH	2.70%	\$857	
SOCCER - HEAD COACH (new Action 12-08-17 for 09-10 year)	11.70%	\$3,713	
SOFTBALL - HEAD COACH	11.70%	\$3,713	
- JV COACH	6.30%	\$1,999	
- MS COACH	6.30%	\$1,999	
SOPHOMORE CLASS ADVISOR	0.90%	\$286	
SPANISH ADVISOR (new 09-10 year; See #6-09-8)	1.80%	\$571	
SPELLING BEE COORDINATOR(New FY04)	0.90%	\$286	
STUDENT COUNCIL - HS ADVISOR	1.80%	\$571	
- MS CO-ADVISORS/divided by 2	1.80%	\$571	
- MS CO-ADVISORS/divided by 2			
TRACK - HS HEAD COACH	13.50%	\$4,284	
- HS ASST. I COACH	6.30%	\$1,999	
- HS ASST. II COACH	6.30%	\$1,999	
- HS ASST. III COACH	6.30%	\$1,999	
can split 2 positions 3 ways per board action.			
- MS BOYS COACH	6.30%	\$1,999	
- MS GIRLS COACH	6.30%	\$1,999	
VOLLEYBALL - HEAD COACH	11.70%	\$3,713	
- JV COACH	6.30%	\$1,999	
- 8TH GR.COACH	6.30%	\$1,999	
- 7TH GR.COACH	6.30%	\$1,999	
WEB SITE ADVISOR (new 07-08 school year)	4.05%	\$1,285	
WRESTLING - HEAD COACH	13.50%	\$4,284	
- HS ASST. COACH	6.30%	\$1,999	
- MS COACH	6.30%	\$1,999	
*YEARBOOK ADVISOR (reduced from 4.5% to 3% in 11-12)	3.00%	\$952	

GRIEVANCE REPORT FORM

Grievance # _____

Name of Grievant _____

Date Filed _____

Building _____

Assignment _____

Date Cause of Grievance _____

Step of Grievance _____

Statement of Grievance:

Relief Sought:

Disposition to this Step:

Signature _____

Date _____

Title _____

Receipt of above form should be recorded at each step.

Delivered by _____

Date _____

Received by _____

Date _____

Appendix C