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CONTRACT BETWEEN

THE WARRENSVILLE HEIGHTS

CITY SCHOOL DISTRICT

BOARD OF EDUCATION

AND

THE WARRENSVILLE

EDUCATION ASSOCIATION

Effective July 1, 2014

Through

June 30, 2017

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ARTICLE I RECOGNITION

Section 1. Introduction

The Board of Education of the Warrensville Heights City School District (hereinafter referred to as the "Board") and the Warrensville Education Association affiliated with the Ohio Education Association and the National Education Association (hereinafter referred to as the "W.E.A.") recognize the importance and necessity of maintaining and continuing good rapport and free exchange of ideas among and between the Board and the W.E.A. They recognize also, the desirability of establishing an orderly procedure of communication and negotiation to ensure the attainment of these goals.

This Contract shall be equally binding on both parties. It shall constitute the entire contract between the parties and supersedes all understandings (both written and oral) not specifically incorporated herein. Except as specifically limited by this Contract, the Board and the administration reserve all powers and rights conferred upon them by law.

Section 2. Recognition

The Board recognizes the W.E.A. as the sole and exclusive representative of its employees for whom a license/certificate is required in accordance with SECTION 3319.09, Ohio Revised Code, both when they are actively employed and when they are on approved leaves of absence. However, this recognition shall exclude any employees who work less than one-half (1/2) time; substitute teachers; classified personnel; and supervisory personnel, including the superintendent, deputy superintendent, assistant superintendent, directors, supervisors, principals, assistant principals, elementary curriculum coordinator, secondary curriculum coordinator and any other administrators employed pursuant to SECTION 3319.02 O.R.C. The rights of the W.E.A. as set forth in the Contract are continuous unless challenged pursuant to SECTION 4117 O.R.C. and the rules and regulations of the State Employment Relations Board (SERB).

Section 3. Definitions

- a. W.E.A. = The Warrensville Education Association.
- b. Board = The Board of Education of the Warrensville Heights City School District.
- c. District = The Warrensville Heights City School District.
- d. Superintendent = The Superintendent of the Warrensville Heights City Schools and his/her designee.
- e. Day = A calendar day.
- f. Workday = A day on which an employee is scheduled to report for work during the regular school year- any Monday through Friday when the central administration office is open for regular business, excluding holidays.

- g. Seniority = The longest period of uninterrupted service as an employee, beginning with the first (1st) day worked in a bargaining unit position. Among those with the same length of continuous service, seniority shall be determined by:
1. The date of the Board meeting at which the employee was hired; and then by
 2. The longest total service in any employment position(s) with the Board, and then by
 3. A coin toss or if more than two (2) employees are tied in a drawing of lots in the presence of the Superintendent and a representative designated by the W.E.A. President. One (1) employee shall flip the coin and the other shall call the toss. The employee who wins the toss shall be placed on the seniority list ahead of the loser.

Length of continuous service will not be interrupted or affected by an authorized Contract or leaves of absence (i.e. any leave approved pursuant to this Contract or Board policy by any layoff or by disability retirement). Seniority shall continue to accrue during any such leave, layoff or disability retirement. The continuous service of an employee who has returned to employment following a resignation or other termination of employment will be measured from the date of return. Employees with continuing contract status shall have their seniority determined in accordance with the procedure stated above.

ARTICLE II **NEGOTIATION PROCEDURES**

Up to six (6) of the designated representatives of the Board shall meet with up to six (6) designated representatives of the W.E.A. to negotiate in good faith. These representatives shall be employees of the Board. Each committee may also be represented by one (1) additional negotiator as legal or other professional counsel, except that no such counsel shall be a member of any group or organization representing any other employee, employee's organization or groups of the Board. Names of designated representatives and alternates shall be submitted in writing to the Superintendent and the President of the W.E.A. at least five (5) workdays prior to the first (1st) meeting.

Either the Board or the W.E.A. may initiate negotiations by serving written notice by the Superintendent on behalf of the Board or by the W.E.A. President on behalf of the W.E.A. not more than ninety (90) days nor less than sixty (60) days prior to the expiration of this Contract.

Negotiations shall be for the purpose of discussing matters pertaining to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining contract. At the first (1st) negotiation session, which shall take place not later than fifteen (15) days from the date of request, both parties shall submit their proposals in writing. The parties may agree to a later date by mutual consent.

Thereafter, additional items shall not be submitted by either party unless mutually agreeable. Topical listing of items proposed for negotiation (“laundry lists”) shall constitute a clear failure to comply with this requirement and may be disregarded.

The participants shall be the negotiation teams of the W.E.A. and the Board. Negotiations shall be carried on with an air of mutual respect typical of good professional relations. Meetings may be adjourned, recessed and/or reconvened by mutual consent of the participating parties.

The parties agree to share with and furnish to each other such existing data, research information and other materials as will assist in expediting the work of negotiating committees. This shall not be construed to require preparation of any information or provision of confidential information, or internal documents, whether or not prepared in conjunction with negotiations. Requests for such existing data shall be in writing and such information shall be provided within five (5) workdays.

Any and all notices provided for herein or which may be necessary within the operation of this understanding shall be in writing and delivered at the last known addresses by Certified Mail, Return Receipt Requested, or service by hand with signed receipt from all persons so served. All notices provided by the W.E.A. or the Ohio Education Association (O.E.A.) on its behalf shall be provided to the Superintendent at 4500 Warrensville Center Road, Warrensville Heights, Ohio 44128. All notices provided by the Board shall be provided to the President of the W.E.A. at his/her home address on file with the District. It shall be the responsibility of each employee, the W.E.A. and the Board to keep the other parties informed of his/her/its current mailing address.

Section 1. Midterm/Interim Bargaining

The Board and the W.E.A. recognize that the Contract, as a document, may need to change during the term of the Contract. If the Board is faced with Federal or State laws/mandates that impact the terms and conditions of employment or if the W.E.A. desires to open negotiations regarding those issues, the Board shall notify the W.E.A. President and/or the W.E.A. President shall notify the Superintendent, in writing, of their desire to bargain said impact of changes, modifications or additions. The good faith bargaining will commence five (5) days after notification and will take place for a period not to exceed forty-five (45) days. If no agreement is reached during the good faith bargaining, the Board may implement its last, best offer.

If the Board or the W.E.A. desires to change, modify or add to the existing Contract during the term of the Contract, the Board shall notify the W.E.A. President or the W.E.A. President shall notify the Superintendent of their desire to bargain said changes, modifications, or additions, in writing. Bargaining will commence within five (5) days after said notification. Good faith bargaining shall take place for a period of time not to exceed forty-five (45) days. If no agreement is reached, the status quo shall be maintained and will not be the subject of Midterm/Interim bargaining during the remainder of the term of this Contract.

This provision will sunset at the end of this Contract or upon decision of the Supreme Court regarding the current Midterm/Interim bargaining law.

Section 2. Agreement

When the negotiation teams have reached an agreement, such understanding shall be reduced to writing and signed by the negotiation teams thereto. Within ten (10) workdays thereafter, the W.E.A. will notify the Board in writing of action taken by the W.E.A.

The written recommendation of the negotiating teams shall be submitted to the Board and the W.E.A., and both teams will conscientiously endeavor to expedite its approval by their respective bodies.

Section 3. Dispute Settlement Procedure

If an agreement is not reached prior to forty-five (45) days before the expiration of this Contract, either the Board or the W.E.A. shall have the right to declare the unresolved issues to be at impasse.

If either party declares impasse, the parties shall jointly request the Federal Mediation and Conciliation Service to appoint a federal mediator for the purpose of assisting the parties.

Pursuant to Revised Code Section 4117.14, this dispute settlement procedure is hereby designated as the parties' mutually agreed to dispute settlement procedure.

Section 4. Costs

Except as otherwise herein agreed, costs or expenses incurred by joint contract of both parties shall be shared equally. All other expenses shall be borne by the party incurring same.

ARTICLE III
EMPLOYEE GRIEVANCE PROCEDURE

Section 1. General Provisions

- A. Definition of a Grievance. A grievance is a claim that there has been a misinterpretation, misapplication or violation of a provision of this Contract.
- B. Timely Grievance. If a grievance is not filed at Level II of this procedure within fifteen (15) workdays after the grievant knew or reasonably should have known of the act or conditions giving rise to the grievance, the grievance shall be considered waived.
- C. Who Can Grieve. A "grievant" is defined as an employee, a group of employees, and/or the W.E.A. having a claim.
- D. Confidential Hearings. All meetings and/or arbitration hearings will be scheduled so as not to conflict with scheduled work hours of the grievant. All meetings and/or arbitration hearings will be kept confidential to the press and public.

- E. Time Limits. If the grievant or his/her representative fails to observe time limits established herein, the grievance shall be settled in accordance with the immediate prior decision of management, and such settlement shall be final and binding on the Board, the W.E.A., and the grievant. If the management representative fails to meet the time limits established in Levels I, II, or III of this procedure, the grievance shall automatically advance to the next step. Settlement of a grievance at any step of this procedure shall be final and binding on the Board, the W.E.A. and the Grievant.

Time limits may be waived upon mutual written agreement of both parties. Likewise, any step in this procedure may be eliminated by mutual written agreement.

- F. W.E.A. Representation. The grievant shall have the right to have W.E.A. representation at each level of the grievance procedure and shall be notified of same prior to any grievance meeting taking place.
- G. Settlement. No grievance will be settled without the involvement of the W.E.A.
- H. Copies. Copies of all management decisions at each step of the grievance procedure shall be sent to the grievant and to the W.E.A. President.
- I. No Reprisals. No reprisals of any kind will be taken by or against any party of interest, any participant in the grievance procedure or any member of the W.E.A. by reason of such participation. All documents, communications and records dealing with the processing of a grievance shall not be filed in the personnel file of any employee involved with the filing and processing of the grievance.
- J. Extended Time Limits. Whenever illness or other incapacity of either party or its representative(s) prevents attendance at a grievance meeting, the time limits shall be extended to such time that such person(s) can be present.

Section 2. Grievance Process

- A. Level I: (Informal Procedure). The grievant shall attempt to resolve the matter through informal discussion with his/her school principal. This is to be done as soon as possible after the awareness of the aggrieving circumstances. The school principal shall notify the W.E.A. President through the proper administrative chain of command of any Level I grievance meeting wherein the grievant declined W.E.A. representation.
- B. Level II: (Formal). If the grievance is not resolved at Level I, the W.E.A. may file the grievance at Level II by presenting a grievance form (see Appendix A) to his/her immediate supervisor. Within three (3) workdays after the receipt of the written grievance, the immediate supervisor will meet with the W.E.A. and will render a written decision within three (3) workdays after such meeting.

- C. Level III: (Formal). Within ten (10) workdays after the Level II meeting, the W.E.A. may file a written appeal with the Superintendent. Within five (5) workdays after the receipt of the appeal, the Superintendent will meet with the grievant and will render a written decision within five (5) workdays after such meeting. A grievance may be submitted initially at Level III in a case where the grievance involves more than one (1) work location, and/or where the individual building principal is without the authority to grant the relief sought.
- D. Level IV: (Formal). Within fifteen (15) workdays after the Level III meeting, the W.E.A. may request a hearing by an arbitrator. The arbitrator shall be chosen from a list of names provided by the American Arbitration Association under its Voluntary Labor Arbitration Rules.

The arbitrator shall render final resolution as soon as possible and that decision shall be binding on the Board, the grievant and the W.E.A. The arbitrator's authority is limited to the misinterpretation, misapplication, and violation of this negotiated Contract and the arbitrator shall have no authority to add to, subtract from, modify, change or alter any of the provisions of this Contract nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. 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 or submit observations or declarations of opinion which are not directly essential in reaching the determination.

The entire cost of arbitration shall be borne equally between the Board and the W.E.A. The Board and the W.E.A. are equally committed to resolving grievances at the lowest level possible and mutually agree that arbitration is to be used as a last resort.

All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE IV **EMPLOYMENT PRACTICES**

Section 1. Nondiscrimination

The Board shall not discriminate on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information or any other legally protected category, in its programs and activities, including employment opportunities.

Section 2. Employee Participation

- A. Employees shall have input into the development of individual building regulations.

- B. A copy of all Board policies shall be placed in each building that each employee may have easy access to them. Copies of all Board policies that directly deal with the duties and various job requirements of employees shall be available on the District's web site. .
- C. Employees should be involved in the planning of expenditures in each school's allocation of funds for educational materials and equipment.
- D. The W.E.A. and the Board agree that all certified staff should engage in ongoing professional development, unrelated to any LC or licensure/certification requirements unless requested by the employee. Employees, as part of their job responsibilities should devote time to inside and outside District professional meetings as part of their ongoing professional development. Active participation will constitute evidence of motivation and dedication to the job as an employee. In-service meetings shall be held during the course of the school year at the Board's discretion. However, the observation of Martin Luther King Day and Presidents' Day will be viewed as holidays, with all schools closed.
- E. Employees should participate in professional and community activities which strengthen their professionalism as well as enhance the home-school relationship as part of their ongoing professional development. There are activities offered at each school which provide opportunity for closer relations among employees, parents and students. It is understood that in those schools where many activities are offered it would be difficult for total participation by all employees. It is assumed that employees would be selective and attend those activities which are meaningful and which allow for a better understanding of the school community. Employees should participate to the fullest extent possible. Employees are also encouraged to provide some sort of impetus for parent-employee interaction in its many and varied forms in order that worthwhile parent-employee relationships may be formed.
- F. Employees should participate in professional inquiry, projects and program development as part of their ongoing professional development.
- G. Each school year employees are professionally obligated to attend a minimum of five (5) after-school, evening or weekend functions scheduled within the District. Attendance at these functions may be summarized in an employee's annual evaluation. Open House shall be included as one (1) of the five (5) functions. Principals may mandate attendance at one (1) other function in addition to Open House. Employees must be notified by the building administrator at the opening school orientation meeting of said required function. Their building administrator(s) shall approve functions that take place outside the employees' assigned building in advance.

Section 3. Individual Contracts

The Board shall enter into written contracts for the employment and reemployment of all employees. All employees' contracts shall specify in detail the following:

- A. Number of employee workdays.
- B. Number of days with students.
- C. Salary to be paid.
- D. Rate of deduction for unexcused absence.

Section 4. Resident Educator/Mentoring Program

A. Definitions

1. Mentor

A mentor is an experienced bargaining unit member who volunteers to serve and is trained and assigned to provide professional support to a resident educator following the guidelines and protocols of the Resident Educator Program.

2. Resident Educator

A resident educator (RE) is a teacher employed under a resident educator license.

B. Mentor Qualifications

- 1. The mentor must have a minimum of five (5) years of teaching experience in the district.
- 2. The mentor must be trained through the Ohio Department of Education's state mentor training program.
- 3. The mentor must hold a valid teaching certificate/license.
- 4. The mentor must have demonstrated the ability to work cooperatively and effectively with professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

C. Mentor Selections

1. Mentor

- a. The Program Coordinator will compile a current list of Mentors and Mentees as soon as the assignments are completed. This list shall be updated as necessary throughout the school year.
- b. In the event of irreconcilable differences, the Mentor and Mentee shall meet with the Program Coordinator for dispute resolution. If the conflict cannot be resolved, the Program Coordinator will assign a new Mentor. Compensation will be prorated.
- c. The mentor must have demonstrated a rating of skilled or higher on their teacher performance section of the evaluation.

D. Mentor Responsibilities

1. The mentor teacher shall carry out the Resident Educator Program in conjunction with the RE as developed by ODE.
2. The mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the RE.
3. The mentor does not have an informal or formal evaluation role of the Resident Educator. The mentor's sole role is to support the growth of the RE as an instructional mentor through the formative assessment tools.

E. Mentor Compensation

The stipend amount for Mentors of 4 year Resident Educators will be:

1. Mentors of Year 1 Resident Educators - \$1000.00
2. Mentors of Year 2 Resident Educators - \$825.00
3. Mentors of Year 3 Resident Educators - \$625.00
4. Mentors of Year 4 Resident Educators taking RESA and still need a mentor- \$625.00

Section 5. Open Positions – Vacancies and Transfers

A. Vacancies

1. All employees shall be notified of all vacancies in existing and new certified positions which occur in the District. This notification shall be accomplished by posting for five (5) school days a list of such vacancies

in an area frequented by employees in each building. The President of the W.E.A. will be sent a copy of all posted positions.

2. When a vacancy arises during the summer vacation period, the administration shall notify employees who have expressed on the Future Employment Intent Form (Appendix E) a request for re-assignment to any position within their field of licensure/certification by calling the local telephone number(s) listed on the form.
3. In filling the vacancies, the administration will consider the best qualified applicant, in the judgment of the Superintendent based on the unique requirements of the position. Factors considered will include, but not be limited to the applicant's licensure/certification, experience and/or length of service.

B. Involuntary Transfers

1. Employees may be involuntarily transferred to a different assignment after a personal conference to explain the reason(s) initiated by an appropriate administrator. The reason(s) for the transfer will be provided in writing.
2. In filling the vacancies, the administration will consider the best qualified applicant, in the judgment of the Superintendent based on the unique requirements of the position. Factors considered will include, but not be limited to the applicant's licensure/certification, number of past involuntary transfers, experience and/or length of service.
3. If a teacher is transferred from one building to another after the school year has begun, the teacher shall be provided a substitute for up to one (1) day to pack and unpack teaching materials. The teacher shall also be provided with necessary packing materials and the necessary custodial services to move the materials.

Section 6. Personnel Files

In addition to the provisions of Chapters 1347 through 1347.10 and 1347.99 of the Ohio Revised Code, the employees of Warrensville Heights City Schools shall enjoy the following:

- A. Employees will be allowed to copy any and all non-confidential materials and/or documents in their files.
- B. There shall be no financial charge made of the employee for the examination of his/her file.
- C. Employees will be permitted to examine their files by appointment in the Board office during regular office hours.
- D. Written rebuttals shall not be limited as to length or number of words.

- E. There is only one (1) official personnel file maintained on each employee and that is the file maintained by the Human Resources Department.

Section 7. Complaints About an Employee

Complaints about an employee which will be made a matter of record in the employee's personnel file within the Superintendent's office shall be recorded in writing by the administrator to whom, the charge or complaint is made. The written record shall contain the name of the complainant, the date the record is made, and the alleged date(s) of the event(s) which precipitated the charge or complaint. Within two (2) workdays, a copy of the recorded charge or complaint as filed shall be given to the employee against whom the charge or complaint has been lodged. If the employee or the administrator desires a meeting to discuss the charge or complaint, the meeting shall be held within five (5) workdays after the employee's receipt of his/her copy of the charge or complaint. Attendance at such a meeting shall be limited to relevant administrator(s), the employee, the employee's representative(s) and/or counsel. If a second (2nd) meeting is deemed necessary by the administrator, said meeting shall be attended by the relevant administrator(s), the employee, the employee's representative and/or counsel, the complainant and or counsel, as well as any student(s) and witnesses. Meetings shall be scheduled for the convenience of all attendees at times that least interrupt the educational processes for all concerned.

If in the judgment of the administrator(s), the verbal or written charge or complaint is not to be made a matter of record, no written entry shall be placed in the personnel file of the employee and no reference(s) to the charge or complaint shall be reflected in any future appraisal process form and/or file entry in such personnel file.

Section 8. Employee Evaluation for Employees Covered by OTES

A. OTES Committee

1. The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Board.
2. The committee shall be comprised of up to five (5) members appointed by the Association who are already OTES trained and up to five (5) administrators appointed by the Superintendent or his/her designee.
3. The committee shall establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
4. The committee shall be responsible for jointly reviewing and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.
5. All decisions of the committee shall be achieved by consensus.

6. The committee shall review and consider for approval all teacher student learning objectives (SLOs).
7. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
8. Members of the committee shall receive release time for committee work and training.
9. Any committee work performed outside of the contractual work day shall be paid \$25.00 per hour.
10. The committee shall be responsible for recommending whether an employee is considered to be under the OTES evaluation procedure or non-OTES evaluation procedure.

B. Walkthroughs

1. The purpose of the OTES walkthrough is to provide the evaluator with additional evidence in support of the teaching standards. A walkthrough may focus on one or more of the following components:
 - a. Evidence of planning;
 - b. Lesson delivery;
 - c. Differentiation;
 - d. Resources;
 - e. Classroom environment;
 - f. Student engagement; and
 - g. Assessment.
2. The unannounced walkthroughs are typically between one (1) and fourteen (14) consecutive minutes in duration.
3. Data gathered from the walkthrough(s) must be documented on the OTES walkthrough form and will be sent to the teacher within 2 working days.

C. Formal Observations

1. All formal observations shall be preceded by a pre-conference and followed by a post-conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed.

2. A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes.
3. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing and winter and spring break, unless mutually agreed upon by the teacher and administrator.
4. When a teacher disputes an observation report or presents additional documentation with respect to an observation, and the evaluator does not believe the documentation submitted requires a change in the observation report, the teacher may request that a higher-level administrator review that aspect of the observation. If the Principal is the evaluator, the higher level administrator is the Superintendent or designee. If the Assistant Principal is the evaluator, the higher level administrator is the Principal. The higher level administrator shall meet with both the teacher and the evaluator to review the area of dissatisfaction. The higher level administrator will determine the outcome on the item of concern, and communicate that decision to the evaluator and the teacher.
5. All formal observations shall be announced.

D. Schedule of Evaluation

1. All teachers shall be evaluated annually; said evaluation shall include a minimum of two (2) observations according to ORC 3319.111.
2. If the board has entered into a limited contract or an extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the board may wish to declare its intention not to re-employ a teacher.

E. Criteria for Performance Assessment

1. A teacher's performance shall be assessed based on the Ohio Education Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument, Appendix F to this Agreement.
2. A teacher may provide evidence to the credentialed evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples at the post-observation conference.
3. The district will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.

F. **Criteria for Student Performance Assessment**

1. Student growth measures shall account for fifty percent (50%) of a teacher's evaluation pursuant to current law.
2. The following categories shall be used to determine this aspect of a teacher's evaluation, depending upon the instructor involved:
 - A1: Teachers instructing in courses /subjects exclusively where state value-added data is generated;
 - A2: Teachers instructing in courses/subjects, not exclusively where state value added data is generated;
 - B: Teachers instructing in courses/subjects where there is no state value-added data generated but where there is approved vendor assessment teacher-level data available;
 - C: Teachers instructing in courses/subjects where there is no State value-added data or approved vendor assessment data available. (Student Learning Objectives).
3. A teacher who has been approved for sick leave and/or the Family Medical Leave Act for not less than twelve (12) weeks shall not have the SGM portion for that school year used in a Final Summative Rating of Teacher Effectiveness.

G. **Finalization of Evaluation**

1. The evaluation shall be completed no later than the first day of May and the teacher being evaluated shall receive a written report of the results of the evaluation not later than the tenth day of May pursuant to current law.
2. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.
3. A teacher may submit a written statement/rebuttal for attachment to the written evaluation placed in the member's personnel file currently housed in Human Resources.
4. A teacher shall be entitled to Association representation at any evaluation conference held during the school year in which the teacher shall be advised of an impending adverse personnel action.

H. Improvement Plans

1. A professional improvement plan is an assistance program for a teacher who received an Ineffective rating on his/her teacher performance component of the final summative evaluation. Improvement plans will only be created for teachers with an ineffective rating on their teacher performance component or their final summative evaluation that includes the teacher performance component and the student growth measure component.
2. The professional improvement plan shall identify:
 - A. Specific areas for improvement of performance and for identifying guidance and support needed to assist the teacher in improving.
 - B. The Administrator will recommend any additional education or professional development needed to improve teacher performance.
3. The evaluator and teacher involved shall mutually identify in writing the specific area(s) for improvement to be addressed in relationship to the Ohio Standards for the Teaching Profession as well as the desired level of performance that is expected to improve and a reasonable period of time to correct the deficiencies.

I. Orientation of Teachers

1. Not later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher shall be notified in writing of the name of his or her evaluator only in buildings where there is more than 1 administrator.
2. A teacher that is reassigned after the beginning of the school year shall be notified of the name of his or her evaluator within two (2) weeks of the first day in a new assignment.

J. Evaluators

1. An evaluator must be a full-time, credentialed contracted employee of the Warrensville Heights City School District.
2. Evaluators must be re-credentialed according to the Ohio Department of Education guidelines.
3. The evaluator assigned to a teacher at the beginning of a school year shall be the only evaluator for that teacher for all aspects of the evaluation procedure for that school year unless an unforeseen emergency arises and a new evaluator must be chosen, the administrator will notify the teacher.

4. In the event that a teacher is scheduled at two (2) buildings, the administrator of the building in which the teacher has more assignments will be the evaluator for that school year.
5. In assessing a teacher's performance, evaluators shall not make judgments, or otherwise discriminate, on the basis of a teacher's age, length of service, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

Section 9. Employee Evaluation for Employees Not Covered by OTES

The Warrensville Heights City Schools' employee evaluation procedure is designed to orient said employees to the objectives and standards they are expected to achieve, to encourage improvement to stimulate professional growth; and to promote and permit interaction between employees and evaluators on both a formal and informal basis.

Involved within this process is the recognition of strengths and amelioration of identified weaknesses by the employee. Classroom observations serve as an important part of the employee evaluation process.

A. Procedures for Employee Evaluation

1. The Board shall comply with the State employee evaluation system for limited contract employees.
2. Continuing contract employees may be evaluated on an annual basis, but will have a minimum of one (1) formal evaluation every three (3) years during their assignment within the same building.
3. Continuing contract employees new to a building will be formally observed and formally evaluated during his/her first (1st) year in the new assignment.
4. The employee will acknowledge that he/she has had the opportunity to review the observation/evaluation by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to the observation/evaluation and said answer will be reviewed by the Superintendent's designee related to instruction and then attached to the file copy.
5. The employee will receive a copy of the 3319.111 O.R.C. timelines, a job description for the area(s) of assignment, and a copy of the criteria of expected job performance in the area(s) of responsibility.
6. Limited contract employees who are assigned to more than one (1) building and whose evaluation timelines are consistent with O.R.C. 3319.111, will

have the minimum number of evaluations divided between his/her administrators.

B. Evaluation System

The Board and the W.E.A. agree that the primary purpose of an employee evaluation system is to improve instruction and facilitate the professional growth of the individual.

Section 10. Notification/Status of Employee Licensure Certification

Each certified staff member shall notify the Human Resources Department of any changes in their areas or types of licensure/certification. This notification shall ensure proper placement on the licensure/certification and seniority list which are necessary for implementation of the reduction in force policy.

Any certified staff member who is eligible for continuing contract status shall comply with the District's administrative regulations concerning the request for continuing contract status.

Section 11. Reduction in Force

If it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts in accordance with Ohio Revised Code Section 3319.17. The following procedure shall apply:

A. Attrition

The number of employees affected by the reduction in force will be kept to a minimum by not employing replacements insofar as practicable for employees who retire or resign.

B. Suspension of Contract

1. Should it be necessary to suspend contracts to achieve the necessary reduction in staff, limited contract teachers shall be reduced first utilizing the following order:
 - a. Certification/Licensure within the affected teaching field.
 - b. The employees' summative evaluation rating on the most recent evaluation.
 - c. When evaluations are comparable, as defined in Article IV, Section 11, part F, below, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

2. Should the necessary reduction of staff require reductions that exceed the number of limited contract teachers in the affected field, only then shall continuing contract teachers be reduced by utilizing the following order:
 - a. Certification/Licensure within the affected teaching field.
 - b. The employees' summative evaluation rating on the most recent evaluation.
 - c. When evaluations are comparable, as defined in Article IV, Section 11 part F, below, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
3. Seniority. For purposes of the suspension of contracts under this Article IV, Section 9, seniority, when applicable, shall be determined as defined in Article I, Section 3. G..
4. Availability of Lists. When a reduction in employees is scheduled to take place between September 1 and May 31 of a school year, the Board shall provide the W.E.A President the following list at least thirty (30) calendar days before the effective date of the reduction. When a reduction of employees takes place between June 1 and August 31 of a school year, the Board shall provide the W.E.A. President the following list on or before May 15th. The list, which will be in writing includes:
 - a. The list of positions in each teaching field affected by the reduction of employees.
 - b. The seniority lists with evaluation status for all employees based upon their area(s) of licensure/certification..
 - c. The list of employees whose contracts are to be suspended in each teaching field affected. This list shall constitute the Reduction in Force list.
5. Notification of Employees. Any employee whose contract is to be suspended as the result of the reduction in employees shall be notified in writing of his/her intended suspension and the reasons for said suspension at least thirty (30) calendar days prior to the date of suspension for suspensions that take place between September 1 and May 31. For suspensions that take place between June 1 and August 31, the notice shall be provided on or before or May 15th.

C. Recall

1. Employees on the Reduction in Force lists shall be returned to active employment to fill vacancies for which they are certified/licensed or

become certified/licensed with preference given to teachers with continuing contracts, in the reverse order from that outlined above, with seniority is considered only when making a decision between teachers who have comparable evaluations as defined in Article IV, Section 11, part F.

2. No new employees shall be employed by the Board while there are employees on the Reduction in Force list who are qualified by certification/licensure for any vacancy in a teaching position.
3. In the event that a vacancy(s) becomes available the Board shall recall the employee to achieve employment status by giving written notice to the employee.

Said written notice shall be sent to the employee by registered or certified letter addressed to the employee's last known address and a copy to the W.E.A. It shall be the responsibility of each employee to notify the Board of any change in address.

4. If an employee fails to accept active employment status within seven (7) calendar days from the date said notification was delivered, said employee shall be considered to have declined said offer and shall be removed from the Reduction in Force list.
5. An employee on the Reduction in Force list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, sick leave, and salary schedule placement as said employee would have enjoyed before suspension.
6. Employees shall remain on the Reduction in Force list until the employee resigns from the list, refuses recall to employment, is on the recall list for more than twenty-four (24) months or accepts employment in another school district. Continuing contract teachers, however, are not removed from the recall list solely by operation of time.
7. Neither acceptance nor rejection of an offer of employment in a lesser position than the employee held at the time of layoff shall operate to remove the employee from the full-time Reduction in Force list.

D. Fringe Benefits

Any employee whose contract is suspended and who remains on the Reduction in Force list is eligible to participate in group health benefits and group life insurance by paying the total cost of the monthly premium to the Board Treasurer's office. If the employee fails to pay the Board Treasurer's office during any month, his/her group health benefits and group life insurance shall be canceled for the duration of his/her suspension.

E. Licensure/Certification

It shall be the responsibility of any employee to notify the Human Resources Department of any changes or updates in their areas of licensure/certification.

F. Comparable Evaluations.

During the 2014-2015 school year evaluations that have a summative rating of Accomplished, Skilled, and Developing shall be considered comparable for the purposes of Reduction in Force, but evaluations that have a summative rating of Ineffective shall be considered a separate category. During the 2015-2016 school year, evaluations that have a summative rating of Accomplished and Skilled shall be considered comparable for the purposes of Reduction in Force, but evaluations that have a summative rating of Ineffective and Developing are each in their own category. Beginning with the 2016-2017 school year each summative category, Accomplished, Skilled, Developing and Ineffective stands in its own category, and each is considered comparable only with other evaluations that have the same summative rating.

Section 12. Licensing Committee

The Board and the W.E.A. shall establish a Licensing Committee (LC) in compliance with C.R.C. 3319.22. There shall be one (1) committee composed of five (5) members including three (3) teachers and two (2) administrators. The W.E.A. shall appoint the teachers. The Superintendent shall appoint the administrators.

Terms for teachers on the LC shall be three (3) years' duration so that a balanced number of terms end each year. The appointing authority shall fill vacancies occurring during the term.

There shall be a process established by the LC to appeal LC decisions. The LC shall determine the time, place and frequency of its meetings. Meetings that would require the use of substitutes must have the prior approval of the Superintendent. Expenses of the LC shall be borne by the Board in compliance with C.R.C. 3319.22. Payment to employees for LC work outside the regular workday or regular work year shall be Seven Hundred Dollars (\$700.00) each. The Board shall reimburse reasonable expenses incurred by LC members. Expenses related to travel must have the prior approval of the Superintendent. Receipts are required for all expenses for which reimbursement is sought.

The LC shall not have authority to revise, change, delete or modify any article or section of this Contract.

Section 13. Employee Assistance Plan (EAP)

The Board shall provide an Employee Assistance Plan (EAP) for employees.

Section 14. Employee Health and Safety

The Board and the W.E.A. are equally committed to fostering a safe and healthy work environment for all employees. Towards that end, the Board and the W.E.A. will work together on the District Safety Committee.

Section 15. Job Descriptions

A joint committee of three (3) members of the W.E.A. and the Board shall meet to review current job descriptions. The group shall make recommendations to the Board and the W.E.A. for final job descriptions for all bargaining unit members.

Section 16. Progressive Discipline and Complaint Procedures

Allegations which would lead to discipline shall be brought to the attention of the bargaining unit member within three (3) school days of when the administration has first knowledge of the incident. Disciplinary hearings shall be conducted at a mutually agreed time.

1. Progressive Discipline

A. The administration may take disciplinary action against any teacher for good and just cause.

B. The administration will use the following steps of progressive discipline for all offenses:

Step 1. Verbal Warning.

Step 2. Written reprimand.

Step 3. Suspension, with or without pay, not to exceed two (2) days.

Step 4. Suspension, with or without pay, not to exceed five (5) days.

Step 5. Termination in accordance with O.R.C. 3319.16.

C. Pre-disciplinary meeting:

1. There is no requirement of a pre-disciplinary meeting before a Step 1 or Step 2 hearing unless specifically requested by either the teacher or administrator. Pre-disciplinary meetings are required before Step 3 through Step 5 hearings.

2. The Superintendent or designee shall conduct the pre-disciplinary meeting.

3. The teacher shall have the right to have two (2) representatives at this meeting. These representatives shall be either W.E.A. or OEA representatives.

4. When the request for such representatives is made, no meeting shall take place unless the representatives are present.
 5. If the teacher does not choose to have W.E.A. or OEA representatives, either the Superintendent or designee will inform the W.E.A. of the situation and of the date/time/location of the pre-disciplinary meeting. One (1) W.E.A. or OEA observer may attend the meeting, with the teacher's permission.
- D. If after the pre-disciplinary meeting the administrator determines that progressive discipline is warranted, a disciplinary hearing shall be held. The teacher shall be informed before the progressive discipline hearing of the progressive discipline step on which he/she is being placed.
- E. Step 1 Hearing:
1. The teacher's immediate supervisor shall hold the Step 1 hearing.
 2. The teacher has the right to have one (1) W.E.A. representative of his/her choice at this hearing; and, if a representative is requested, no hearing shall occur unless the representative is present.
 3. At this hearing the teacher shall have the right to face his/her accuser(s) and rebut the allegations. If the accuser(s) is/are a student(s), the student's parents will be permitted to attend the hearing.
 4. At the conclusion of this hearing, if the administrator issues a verbal reprimand, the administrator shall notify the W.E.A. President and the Superintendent on the appropriate form that a verbal reprimand has been issued. This form shall not be placed in the teacher's personnel file.
- F. Step 2 through Step 5 Hearings:
1. Either the Superintendent or designee shall conduct disciplinary hearings at Steps 2 through 4. The Superintendent shall conduct a disciplinary hearing at Step 5.
 2. The teacher shall have the right to have two (2) representatives at disciplinary hearings. The representatives shall be either W.E.A. or OEA representatives.
 3. When the request for such representatives is made, no hearing shall be conducted unless the representatives are present.
 4. If the teacher chooses not to have W.E.A. or OEA representatives, either the Superintendent or designee will inform the W.E.A. of the situation and of the date/time/location of the disciplinary hearing. One (1) W.E.A. or OEA observer may attend the hearing, with the teacher's permission.

5. The teacher shall have the right to face his/her accuser(s); shall receive the specific allegations in writing, shall have the right to call witnesses; and shall have the right to rebut the allegations. If the accuser(s) is a student(s), the student's parents will be permitted to attend the hearing.
 6. The failure to present rebuttal testimony or other evidence at a pre-disciplinary meeting shall not be used against the teacher.
 7. At the conclusion of the hearing, if the hearing officer determines that discipline is warranted, the teacher shall be provided with specific written reasons for the discipline and the exact discipline being imposed shall be stated.
- G. Any sequence of steps of discipline shall be for the same or similar offense. If more than twenty-four (24) months have lapsed between any steps of the progression, it may not be used as part of the progression.
- H. In the case of a serious infraction, progressive discipline may begin at any step. If any progressive discipline steps are skipped and termination is sought, termination will be in accordance with O.R.C. Section 3319.16.
- I. Following the appropriate administrator's determination of the need for discipline, the teacher shall have the right to appeal Step 1, Step 2, Step 3 and Step 4 discipline through the grievance procedure of this Contract. The grievance procedure cannot be used to appeal Step 5 discipline- the only Step 5 remedy is through O.R.C. Section 3319.16.
1. A grievance may be filed on the basis of unjust discipline as well as on violation of the process outlined in Article IV, Section 16 of the Contract.
 2. In the event a grievance is filed on a suspension (other than a suspension that occurs pending termination in Step 5), the suspension shall be held in abeyance until after the grievance procedure has been completed.
 3. Should the teacher be supported in his/her position on the grievance, all records of such discipline shall be removed from all personnel and building files.
- J. If the teacher does not grieve a suspension without pay or if he/she does grieve a suspension without pay and does not prevail in the grievance, the resulting loss of pay will be reflected in the remaining paychecks for that year on a pro-rata basis. All benefits will continue in force during any suspension (except a Step 5 suspension, with or without pay).
- K. In the case of a serious infraction the Superintendent or designee may immediately assign a teacher to his/her home – prior to a pre-disciplinary meeting and a disciplinary hearing.

1. The pre-disciplinary meeting and disciplinary hearing will occur within three (3) teacher workdays of the teacher's notification of his/her home assignment.
2. When the teacher is assigned to his/her home, he/she shall be given written reasons for the assignment.
3. The teacher shall have the right to have two (2) representatives at both the pre-disciplinary meeting and the disciplinary hearings. These representatives shall be either W.E.A. or OEA representatives.
4. When the request for such representatives is made no pre-disciplinary meeting or disciplinary hearing shall be conducted unless the representatives are present.
5. If the teacher chooses not to have W.E.A. or OEA representatives, either the Assistant Superintendent or the Superintendent will inform the W.E.A. of the situation and of the date/time/location of the disciplinary hearing. One (1) W.E.A. or OEA observer may attend the hearing, with the teacher's permission.
6. If a grievance is filed, pay will continue pending the outcome of expedited arbitration.
 - a. If the teacher's position is upheld in the grievance/arbitration process, all record(s) of the home assignment along with any and all records of the progressive discipline procedure shall be removed from all personnel and building files.
 - b. If the teacher's position is not upheld in the grievance/arbitration process, the resulting loss of pay will be reflected in the remaining paychecks for that year on a pro-rata basis.
 - c. If the teacher's home assignment relates to a pending termination (Step 5), the teacher cannot file a grievance.

ARTICLE V
EMPLOYMENT CONDITIONS

Section 1. New Employee Orientation

Two (2) full days will be held for orientation of new employees. The W.E.A. shall be involved in the planning for both new employee orientation and any opening activities planned for the returning staff. The W.E.A. shall be given a place on the agenda for new employee orientation.

The W.E.A. will also have one (1) hour of time, during the first (1st) day of the school year, to conduct W.E.A. business.

Section 2. Student Referral/Student Conduct

The administration provides reasonable support and protection for employees in controlling and disciplining students. An employee may remove a pupil from curricular or extracurricular activities under his/her supervision, without prior notice and hearing, if the pupil's presence poses a continuing danger to him/her or others or poses an ongoing threat of disrupting the academic process in accordance with O.R.C. Section 3316.66. Each employee will be issued special office passes, by the building administrator, to be used when students are removed on an emergency basis. Employees may send students out of their assignments as an emergency removal for the following reasons:

- A. Fighting.
- B. Flagrant disruption of the learning environment.
- C. Obscene, verbally abusive or threatening language or behaviors toward employees or other students.
- D. Physically attack or make violent threats against teachers or students.

Written documentation regarding the reason(s) for said emergency removal will be provided to the building administrator within a reasonable amount of time, not to exceed one (1) hour, from the time of the removal. Upon reviewing the written documentation regarding the reason(s) for said emergency removal, the building administrator may return the student to the classroom at the building administrator's discretion. However, the student shall not be returned to the class within one (1) hour of the emergency removal. When a student is returned to class the same day, the administrator shall communicate (e.g. email, phone call, note, etc.) with the teacher regarding the outcome of the emergency removal. Students who receive office referrals from employees due to violation(s) of the Student Code of Conduct will have written referrals given to the building administrator. The employee will provide written documentation of said violation(s) and the building administrator will respond, in writing, to each referral within two (2) workdays from the date of the referral. It is understood that employees should maintain discipline records for each class period with specific entries for time, date, behavior(s), etc. In addition, the employee must take reasonable precautions to avoid leaving students unattended during said emergency removal process.

Section 3. School Year

A. School Year

- 1. There shall be one hundred eighty-two (182) days in session with students and one hundred eighty-three (183) employee workdays in the school year. Included in the one hundred eighty-three (183) employee workdays shall be one (1) day of orientation for all employees. There may be up to two (2) additional days of orientation for newly-hired employees. For the 2014-2015 school year, in addition to the above, there will be a professional development day at the teacher's per diem salary schedule rate. Content is at the Superintendent's discretion. The professional

development day will be held the weekday prior to Convocation Day. Teachers who choose not to attend the professional development day will not get paid (ie, sick days/personal days/bereavement or any other leaves do not apply). For the 2015-2016 and 2016-2017 school year, having the professional development day is at the Superintendent's discretion, with the same content and payment terms applicable.

2. On days in which school is delayed or cancelled due to a calamity or other emergency situation, employees are not required to report to work. Excess hours over the state minimum for a school year shall not be made up in that school year. However, the Board may add school days, and corresponding employee workdays, or hours if necessary to meet Ohio minimum requirements for a school year's student contact hours under R.C. 3313.48 and 3317.01.

B. Calendar Committee

There will be a joint planning committee to prepare a recommended school calendar for submission to the Superintendent and the Board. This committee shall be comprised of two (2) members of the W.E.A., appointed by the W.E.A. President, two (2) members of Locals 318 and 368 of the Ohio Association of Public Service Employees affiliated with the District and appointed by the OAPSE President (one from each local Chapter), and two (2) administrators appointed by the Superintendent.

The calendar planning committee shall include in its recommendation the weeks in which parent-teacher conferences, compensatory time related to parent-teacher conferences, calamity make-up days and other school events should be scheduled. Final approval of the complete school calendar shall be within the sole discretion of the Board. The Board shall approve a school calendar during its meeting in February for the following school year, provided that all public meeting requirements for the adoption of the school calendar have been completed.

C. Provision of Resources at Beginning of School Year

Instructional materials shall be provided for the number of students on the roster as soon as practicable at the beginning of the school year (and no later than September 15th) for the number of students assigned to a class. Instructional materials shall consist of Board-adopted and approved textbooks, workbooks and related curricular items. In the event materials are on back order or will not be made available, teachers will be provided a status update and/or an electronic copy of any back order notices from the supplier, if available.

D. Disbursement of Non-Academic Supplies To Teachers Re-Assigned to Grade Level

Building administrators will reserve available discretionary funds for the provision of additional non-academic supplies; i.e. bulletin board paper, alphabet

charts, to enhance the classroom environment to W.E.A. members re-assigned to teach a different grade level. These materials will be issued equitably.

Section 4. School Day

- A. The normal school day for all employees in grades PreK to 4 shall be seven (7) hours and fifteen (15) minutes in length and for all employees in grades 5 to 12 shall be seven (7) hours and twenty-five (25) minutes in length. On days in which school is delayed or cancelled due to a calamity or other emergency situations, employees are not required to report to work. The Board may add to the school day to meet Ohio minimum requirements for a school year's student contact hours under R.C. 3313.48 and 3317.01.

The employees in Pre-K-4 shall have thirty (30) minutes of uninterrupted, duty free lunch and will have thirty (30) minutes of uninterrupted, guaranteed planning time adjacent to the lunch period. The uninterrupted, duty free lunch for employees in grades 5-12 will be no less than forty (40) consecutive minutes. The Board retains the right to modify the starting and ending time for the school day, but the sequence of periods will be as set forth above and will not affect the length of the school day.

- B. Included in the normal school day, all employees in grades PreK-4 are to be present in their respective buildings fifteen (15) minutes before the student tardy bell and shall remain in the building fifteen (15) minutes after the student dismissal bell. Included in the normal school day all employees in grades 5-12 are to be present in their respective buildings fifteen (15) minutes before the student tardy bell and shall remain in their building ten (10) minutes after the student dismissal bell.
- C. In case student hours are altered, employees may be required to observe the normal school day.
- D. All employees are expected to carry-out their professional responsibilities which extend beyond the normal school day as defined above. These areas of responsibility shall include:
1. Staff meetings will be held two times per month and shall be mandatory meetings for W.E.A. members. W.E.A. members who have an excused absence will be responsible for obtaining information and/or materials from the missed meetings. Except in situations of an emergency, such meetings shall not last more than one (1) hour.
 2. Emergency/special meetings scheduled with as much advance notice as possible, (i.e. twenty-four (24) hours).
 3. Extra-help sessions for students.
 4. Conferences with students and parents.

5. Departmental meetings when needed.
6. Scheduled in-service and other professional meetings.

Section 5. Parent-Teacher Conferences

Each school year, parent-teacher conferences shall be two (2) days or an equivalent amount of time for parent-teacher conferences as provided by C.R.C. 3313.48. This provision will not add to the total number of hours that employees are scheduled to work during a regular school week. Employees will have the opportunity to schedule a “dinner break” with the concurrence of the principal. There shall only be one (1) extended day in a week for the purpose of conferences.

Every parent shall have the opportunity for a minimum of two (2) conferences with his/her children’s teacher. Said conferences are to be interpreted as a “face-to-face” meeting between teacher(s) and parent(s) at some time during the school year. It is understood that the two (2) days set aside for said conferences shall not be the exclusive occasions for such conferences.

Section 6. Work Schedule

The determination by the Board of class size should be consistent with a review of changes in teaching concepts, population shifts, adequacy of financial resources, availability of physical plant, pupil needs and other such relevant factors.

A. Elementary Student Load

The Board shall provide an educational aide for kindergarten reading and math classes with twenty (20) or more students.

The Board shall provide an educational aide for all grades 1-4 reading and math classes with twenty-seven (27) or more students during the reading and math periods of instruction. Twenty-seven (27) students shall be based on the daily average of actual student attendance by counting each enrolled student who is physically present in the class at least one (1) day of the fifth (5th) week of the semester and who remains on roll at the end of the week- that is, does not withdraw during the week of the count.

When during the second (2nd) through the fourth (4th) weeks of each semester, the enrollment and actual student attendance is such that it would qualify for placement of an educational aide during the fifth (5th) week of the semester, and when the principal and employee believe the enrollment level will not decline for the fifth week of the semester, the employee and the principal may request early placement of the aide. The Superintendent will review the enrollment; and; unless there are plans to reduce the enrollment of the class, and if the class would qualify for the aide, assign the aide subject to the qualifying levels of actual student attendance, as defined above, being maintained through the fifth (5th) week of the semester.

If the actual student attendance does not qualify during the fifth (5th) week of the semester, the aide may be removed, either immediately or at any time during the semester, at the discretion of the Superintendent.

The Superintendent pledges to give serious consideration to requests for additional support in a classroom where the employee and the employee's principal believe circumstances might warrant such help. Among the kinds of special circumstances envisioned would be inclusion situations where two (2) or more students with identified exceptionalities are present in the class, particularly during reading and math instruction. Another type of special circumstances could be when, after the fifth (5th) week, the actual student attendance becomes higher than the fifth (5th) week qualifying levels and no decline in enrollment is anticipated for the remainder of the semester.

When a request for special consideration has been made and the Superintendent has determined that the request merits the relief requested, the Superintendent must consider all possibilities for providing relief in times of financial difficulty and when prompted by a request for special consideration, the Superintendent may remove an educational aide from a class which qualified during the fifth (5th) week of the semester but which class has declined in enrollment and actual student attendance below the normal qualifying level. Such a removal in favor of a request for special consideration would be limited to situations where, in the judgment of the Superintendent, the need for additional support in the new situation is significantly more urgent than that of the previously qualified classroom. This decision would not be made without consulting the employee and principal of the class and school that would lose the educational aide.

Each principal shall determine class sections and groupings of reading and math (with employee suggestions) and shall arrange the scheduling of aides within his/her school.

B. Secondary Student Load and Preparations

1. At the secondary school level (5-12), if the combined daily total in an employee's regular classes (exclusive of duty assignments, Science Labs, lab courses (e.g., typing), physical education, library, music and study hall) exceeds one hundred fifty (150) students in academic instructional areas, based on the daily average of actual attendance figures (i.e., students actually in attendance in classes) during the fifth (5th) full week of school of each semester, the Board shall provide educational aides based on the following formula:

The lowered English pupil requirement for aide help is designed to assist staff in its efforts to improve writing skills.

Student Attendance in English Courses	Minutes of Aide Time/Day
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141-150	60
151-160	120
161-170	180

Student Attendance in other Academic Courses	Minutes of Aide Time/Day
151-160	60
161-170	120
171-180	180

C. Aide Request Process

At the close of the fifth (5th) full week of school in each semester, a bargaining unit member may petition the Superintendent for assignment of an aide in the event the attendance in his/her classroom falls within the ranges specified above. Such petition should also be signed by the building principal.

Section 7. Employee Meetings

1. Employee meetings are held for the benefit of the educational program. Those meetings shall not conflict with W.E.A. meeting night, which is scheduled for the fourth (4th) Tuesday of the month.
2. Other types of meetings will be held at the discretion of the chairperson on the dates and times convenient to the greatest number of committee members.
3. Early dismissal should be granted for all administrative all-staff meetings where interpretation of the state law permits.

Section 8. Employee Conference with Parents/Guardians of a Child in Danger of Failing for the Semester

- A. Any teacher of a student who is in danger of failing for the semester shall confer with the parent(s)/guardian(s) of said student so that the student's failure does not come as a surprise to the parent(s)/guardian(s). An in-person conference between the teacher(s) and the parent(s)/guardian(s) is preferred and should be held when possible. However, when the teacher is unable to arrange for an in-person conference, another format such as telephone conference, email, or regular mail may be substituted. Teacher(s) will make reasonable efforts to arrange said conference and will endeavor to do so during the school day. However, if such conference cannot be scheduled during the school day, the teacher(s) will make other arrangements. The teacher(s) should maintain documentation of all such attempts to confer with the parent(s)/guardian(s).
- B. The parent-teacher conference is appropriate at any time during the course of the semester when it is apparent the student is clearly in danger of failing. This conference should be held as early as possible after this determination.

- C. In the event of multiple failures by one (1) student in the secondary grades, a conference may be scheduled by the guidance counselor.

Section 9. Preparation/Conference Time

- A. Each secondary school employee (5-12) shall be scheduled for at least one (1) preparation/conference period or its equivalent per day. Preparation/conference time shall be scheduled during the normal school day and is in addition to the fifteen (15) minutes before the student tardy bell in the morning and ten (10) minutes after the student dismissal bell. Preparation/conference time shall not be scheduled during the employee's normal lunch period.
- B. Each elementary school employee (K-4) shall be scheduled for preparation/conference period when art, music, physical education and library employees are instructing his/her class. Preparation/conference time shall not be scheduled during the employee's normal lunch period (K-4) Intervention Specialists not assigned a home class shall be provided equivalent preparation time to that of the classroom teachers for IEP drafting, development, case management and conferences. Scheduling of preparation/conference time will be managed by the school building principal in accordance with Ohio Department of Education (ODE) ratio requirements and student IEP requirements under federal and state law.

The number of elementary art, music, physical education and library employees will not be reduced during the term of this Contract, except and unless a general reduction in force (RIF) is implemented.

- C. Each Intervention Specialist shall be afforded one full day of release time each year to draft IEP documents at a time agreed upon between the Intervention Specialist and the building Principal.

Section 10. Elementary Supervision

No elementary (K-4) employee/special shall be required to supervise or monitor lunch or breakfast periods.

No full-time elementary employee/special (K-4) shall be required to supervise or monitor noontime playground/recess. If such duties are performed by a regular/special (K-4) elementary employee, a supplemental contract for such duties will be issued.

Section 11. N.E.O.E.A. Day

N.E.O.E.A. Day will be a school holiday and this holiday will occur concurrently with the annual N.E.O.E.A. meeting.

Section 12. Spot Substitution

When an employee assumes the responsibility as a substitute for another employee outside his/her assigned teaching load, said employee shall be paid Twenty-five Dollars (\$25.00) for each secondary class period forty (40) minutes or longer) or per hour for elementary classes. Payment for spot substitution shall be made quarterly. It shall be paid the last pay of each school quarter and the end of the school year.

The Board is committed not to distribute said students among a number of employees, excepting study halls. Study hall employees are eligible for spot substitution if more than twenty (20) additional pupils are assigned to said employee for a given study hall. Absent special circumstances, spot substitution shall be assigned among the employees in a building on a rotating basis.

Section 13. Inclusion

- A. Training. Ongoing training shall be provided for all employees regarding the special needs of students with Individual Education Plans (IEPs). Such training will include information on the appropriate techniques and strategies for educating and working with children with special needs.
- B. Access to and Distribution of Individual Education Plans (IEPs). All employees who are expected to provide services to an individual education plan (IEP) student shall have access to the IEP commensurate with the time the employee is expected to provide services. Any employee who has a student with an Individual Education Plan (IEP) or 504 plan must be notified and updated when changes are made to the plan.

Section 14. District/W.E.A. Joint Professional Committee

A District/W.E.A. Joint Professional Committee shall meet at least monthly. The Committee shall be comprised of three (3) representatives appointed by the W.E.A. and three (3) representatives appointed by the Superintendent.

The Superintendent and the W.E.A. President shall also be members of this Committee bringing the total to eight (8). The meeting may be postponed or cancelled by mutual agreement of the Superintendent or his/her designee and the W.E.A. President or his/her designee.

The District/W.E.A. Joint Professional Committee shall discuss building concerns that cannot reach a resolution at the building level and other district-wide concerns. These meetings are not intended for the purpose of negotiations or to bypass the grievance procedure.

Section 15. Joint Professional School Committee

The W.E.A. members in each building will select a minimum of three (3) representatives to the school committee. The building administrator shall also serve on the committee. The committee members will determine the committee operating procedures and the procedures for resolving issues or reaching decisions. The school committee shall discuss working conditions, curricular

issues, issues of mutual concern and other issues such as, but not limited to, parental involvement and public relations. These meetings are designed to improve the effectiveness of the school.

If the committee is unable to reach a decision or resolve an issue brought before it, the District Joint Professional School Committee will be asked to take the issue for resolution.

Minutes of the meeting(s) will be taken by the administrator and after the review and acceptance of the minutes by the committee, will be forwarded to the Superintendent and the W.E.A. President. The committee will not have any power to change, delete, or modify any provisions within this Contract. Said meetings are not intended for the purpose of bypassing the grievance procedure.

Section 16. Evacuation of IEP Students and/or Other Students with Special Needs

A plan for emergency situations such as evacuations due to fire drills or fires shall be developed as necessary for IEP students whose physical or mental condition reasonably suggests that evacuation poses problems.

Section 17. Safety/Security Plan

The District shall develop, implement and enforce a security plan that addresses access to buildings and classrooms by requiring all visitors to report to the main offices prior to any further access to the buildings. The plan shall provide for monitoring ingress and egress, improving signage and directions for reporting to the office. The District shall maintain in good working order the emergency communication and monitoring system and shall inform staff of any breakdowns of such equipment within seventy-two (72) hours after receipt of notice of the malfunction.

Section 18. Locked Space for Personal Items

The District will provide locked space for W.E.A. members to maintain personal items not later than 1/1/12.

Section 19. Credit Flexibility Program and Committee

All work, documents, and other materials created for use in the District is the sole property of the District.

There shall be a Credit Flexibility Committee which will consist of the following members, Department Chairpersons, Guidance Counselor, Building Principal/Designee, Parent(s), and the Director of School Improvement.

Credit Flexibility cannot be on a voluntary basis. In accordance with Section 3313.603, "Districts are to provide a range of learning opportunities for students." Staff cannot refuse students who wish to apply for the credit flex option.

All coursework, petitions for credit flexibility, shall be reviewed by the Credit Flexibility Committee. Those students who select the testing out option will be tested on WHCSD purchased software, and will be monitored by an administrator while testing.

Should a student transfer to and from another district, a copy of the Student Credit Flexibility Plan form will be forwarded to the new district and WHCSD will honor approved plans from other districts.

All Credit Flexibility proposals will be submitted to the committee by the student the spring prior to the start of the upcoming academic year.

If a student, without good reason, fails to complete the approved learning activity in the timeframe established in the approved written plan, approval for the proposed credit will be revoked and a failing grade may be reported.

The Credit Flexibility Committee will report the final grades of students' learning activity. Teachers, who are not on the Credit Flexibility Committee, may volunteer to assist students, but are not required (as a duty assignment), and will not be subject to disciplinary action in the administration, supervision or grading of credit flex coursework.

ARTICLE VI **LEAVES OF ABSENCE**

Section 1. Sick Leave

- A. Each employee will receive fifteen (15) days of sick leave per Contract year in accordance with C.R.C. 3319.141.
- B. Unused sick leave shall be cumulative without limit, effective July 1, 2003.
- C. Sick leave shall run concurrently with leave under the Family and Medical Leave Act.
- D. Sick leave may be used in the event of illness or injury of the employee for illness or disability related to the employee's pregnancy and childbirth; or for the illness or injury of a member of the immediate family, which is interpreted to include father, mother, husband, wife, child or member of the immediate household.

Sick leave may also be used in the event of death in the immediate family which is interpreted to include in addition to the above-listed relatives: parent-in-law, daughter-in-law, son-in-law, grandparent, brother, brother-in-law, sister, sister-in-law, aunt, and uncle.

The employee may, if he/she chooses, use up to ninety (90) days of her accumulated sick leave for pregnancy related disability. If additional days are needed, a doctor's statement will be requested.

- E. Each employee who teaches for at least one hundred sixty (160) school days from July 1 through June 30 (excluding summer school) and who uses no sick days during the first (1st) semester, will receive a pay adjustment of One Hundred Dollars (\$100.00), to be paid in the second (2nd) pay in February. Each employee who uses no sick days during the second (2nd) semester will receive a pay adjustment of One Hundred Dollars (\$100.00), to be paid in the second (2nd) pay in July. Employees who use no sick leave during the school year will receive a bonus payment of Fifty Dollars (\$50.00), to be paid in the second (2nd) pay in July.
- F. Use of sick leave must be supported by a written, signed statement by the employee on the Employee Absence and Attendance Variation Form (Appendix B) prescribed by the Board to justify the use of sick leave. Falsification of a statement is grounds for suspension or termination of employment. Any use of sick leave in excess of five consecutive school days requires a physician's certificate describing the need for the use of sick leave.
- G. If the employee knows in advance that it will be necessary to use sick leave, then the employee should give the administration as much advance notice as possible of the anticipated period of time when sick leave will be used. Examples of situations when advance notice normally will be possible include, without limitation, scheduled surgery, pregnancy and confinement to a hospital for testing/treatment. Employees using sick leave that is not reported in advance of the sick leave date must use the District's system at least ninety (90) minutes before the start of school on the day of absence to allow the District to obtain substitute coverage. The employee must fill out the Employee Absence and Attendance Variation form (Appendix B). In the event of an emergency within the ninety (90) minutes, the employee must also call the main office.
- H. All employees shall have the amount of their sick leave accumulation posted on their regular bi-weekly pay stubs.
- I. The District may require employees to submit to medical examinations, conducted by a physician of the District's choice. The examination request shall only provide the District with information as to whether the employee is fit for duty. If the fit for duty documentation requires reasonable accommodations, the physician shall provide the additional pertinent information. All information shall be handled in accordance with HIPAA. The Board shall pay for such examinations and provide the results to the bargaining unit member for review.

Section 2. Bereavement Leave

Each employee shall be allowed to use up to two (2) bereavement leave days in the event of death in the immediate family which is interpreted to include father, mother, spouse, child, sibling, grandparent, and grandchild. Bereavement leave shall not count as used sick leave and it is non-cumulative. Sick leave may be used to extend bereavement beyond two (2) days as stated in Article VI, Section 1.

Section 3. Personal Leave

Each employee shall be allowed to use up to three (3) personal leave days per school year under the following conditions.

- A. Personal leave days shall not be accumulated from school year to school year nor shall they be deducted from sick leave.
- B. Personal leave days shall not be taken during the first (1st) and last weeks of the school year unless the Superintendent approves an emergency leave.
- C. Two (2) personal leave days per school year may be used for “personal business, which cannot be attended to at any other time.” No further explanation, neither oral or in writing, is necessary if this reason (personal business) is given and the day shall be approved unless there is a conflict with Article VI, Sections 3.D., E. or F below.
- D. No more than two (2) employees in a K-4 building or three (3) employees in a 5-12 building can use a personal leave for personal business on any one (1) day. Preference shall be given to employees who turn in their Employee Absence and Attendance Variation Form earliest to the building principal. The Superintendent will make special consideration on occasions that require it.
- E. Requests for personal leave shall be made on an Employee Absence and Attendance Variation Form and shall be turned in to the building principal at least forty-eight (48) hours prior to the leave date, unless an emergency exists.
- F. Personal leave on the school day preceding or following a day (or days) when school is closed for holidays or vacations may be used only after the approval of the Superintendent or his/her designee.
- G. The following examples are not valid reasons for the use of personal leave:
 - a. Gainful employment.
 - b. Recreation.
 - c. Vacation.
- H. The Superintendent or his/her designee may authorize additional personal leave days for justifiable reasons. The reasons for such requests will be submitted in writing.
- I. Each employee who teaches for at least one hundred sixty (160) school days from July 1 through June 30 (excluding summer school) and who uses no personal days during a school year will receive a pay adjustment of One Hundred Fifty Dollars (\$150.00). Employees who use one (1) personal day during a school year will receive a pay adjustment of One Hundred Dollars (\$100.00). Employees who use

two (2) personal days will receive a pay adjustment of Fifty Dollars (\$50.00). Such stipend will be paid with the second (2nd) regular payday in July.

Section 4. Professional Leave for Travel

The Board may allow professional days to be given for attendance at professional meetings, workshops and conferences.

Section 5. Assault Leave

The Board will provide up to a maximum of thirty (30) workdays of assault leave for an employee who is absent due to physical disability resulting from an assault which occurs in the course of an employee's Board employment and will maintain the employee on full pay status during the period of such absence under the following provisions:

- A. The employee who has been assaulted must furnish a written signed statement on the form (see Appendix D) provided by the Board to justify use of assault leave.
- B. When medical attention is required, a certificate stating the nature of the disability and its duration from a licensed physician shall be required before assault leave can be approved for payment.
- C. The person committing the physical attack against the employee was not employed in the Warrensville Heights City School District in any full-time capacity on the date of the assault.
- D. A physical attack by an employee acting in the capacity of a parent/guardian of a child in the system may constitute justification for assault leave if such attack is shown to be the result of either a parent/teacher conference or directly related to academic and extracurricular activities of the child.

Falsification of either a written signed statement or a physician's certificate may be grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

Assault leaves granted under these provisions shall not be charged under leave earned or unearned under Section 3319.141 of the Ohio Revised Code or leave granted under regulations adopted by the Board pursuant to Section 3319.08 of the Ohio Revised Code.

If the employee is physically disabled by the assault for longer than thirty (30) workdays, the Superintendent may approve an extension of assault leave up to another thirty (30) workdays and require a second medical opinion to substantiate such leave extension unless the Board at its discretion wishes to extend such leave. If the report of the physician selected by the Board and the employee's physician do not concur, then both parties shall mutually select a physician who will prepare and provide a report to the parties, with attendant expenses shared equally by the employee and the Board. The mutually selected physician's determination shall be final. The particular requirements stated within paragraph one of O.R.C. 3319.143 prevail for all affected employees.

If an employee's absence resulting from an assault is covered by Workers' Compensation, the Board shall provide said employee with the same income he/she received at the time of his/her attack. In the event a delayed award by Workers Compensation results in a total combined payment to the employee which results in an amount equal to more than the employee's normal per diem rate, the excess payment will be returned to the Board.

An employee receiving assault leave agrees to assist the Board and the administration in the investigation of the incident and the discipline of the attacker, as well as agrees to file charges with the appropriate authorities and to assist with the prosecution of the attacker, if known.

Any exception beyond the above must be recommended by the Superintendent and approved by the Board.

Section 6. Sabbatical Leave

- A. All sabbatical leaves shall be granted in conformity with the provision of Section 3319.131 of the Ohio Revised Code.
- B. Leave may be granted to an employee who has five (5) or more years of experience in the Warrensville Heights City Schools.
- C. Leave may be granted for professional growth.
- D. Application for sabbatical leave shall be made in writing and filed with the Superintendent no later than one (1) semester prior to the date on which the leave is to begin. A plan outlining the purpose and work to be pursued must be included. Such a plan must relate to educational goals of the Warrensville Heights City Schools.
- E. All applications and plans for sabbatical leaves will be reviewed for recommendation by the Superintendent and the Board. Said application and plan may be accepted, modified or rejected.
- F. Each employee on leave shall receive his/her salary minus the replacement employee's pay. The Board may also pay the fringe benefits the employee would receive if they were teaching during the year of leave.
- G. As a condition of being granted a sabbatical leave, an employee must agree to teach in the Warrensville Heights City Schools for a period of one (1) school year upon returning from leave. Failure to do so will require the employee to refund to the Board all payments received from the Board during the leave period.
- H. Employees on sabbatical leave shall be given full credit on the salary schedule for the period of leave.
- I. Upon completion of sabbatical leave, the employee shall file within sixty (60) days with the Superintendent, a written report that provides evidence that the approved plan was followed.

- J. Failure to meet all specifics of this policy shall be grounds for financial recovery by the Board.

Section 7. Family and Medical Leave

A. Eligibility

1. To be eligible for Family and Medical Leave Act leave (“FMLA Leave”), an employee must:
 - a. Have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months).
 - b. Have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA Leave.

B. Types of Leave

1. Basic Leave Entitlement. An eligible employee may take up to twelve (12) work weeks of unpaid leave in any rolling twelve (12) month period for the following reasons:
 - a. The birth of the employee’s child and to care for the child after birth;
 - b. The placement of a child with the employee for adoption or foster care;
 - c. To care for an immediate family member (spouse, child, or parent) of the employee when that family member has a serious health condition; or
 - d. The employee’s inability to perform the functions of his/her position because of the employee’s own serious health condition.
2. Military Family Leave Entitlement. There are two types of military family leave – “Qualifying Exigency” and “Military Caregiver.”
 - a. Qualifying Exigency. An eligible employee who has a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their twelve (12) week leave entitlement to address certain qualifying exigencies.
 - b. Military Caregiver. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember may

take up to twenty-six (26) weeks of leave during a single twelve (12) month period to care for the covered servicemember. A covered service member is a member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list.

C. Serious Health Condition/Health Care Provider – Defined

1. “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.
 - a. Inpatient care means an overnight stay in a hospital, hospice, or residential medical care facility.
 - b. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition, or incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
2. “Health care provider” is defined as:
 - a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices.
 - b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law.
 - c. Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice in the State and performing within the scope of their practice as defined under State law.
 - d. Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts.

3. Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not “serious health conditions” unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA Leave.

D. Husband And Wife Employed By Board

In cases in which the Board employs both the husband and wife, the total amount of FMLA Leave for the couple for the birth or placement of a child or to care for an ill parent (not “parent-in-law”) is limited to a total of twelve (12) weeks. Where the husband and wife both use a portion of the total twelve (12) week FMLA Leave entitlement for one (1) of the reasons in this Article VI, Section 7.D., the husband and wife would each be entitled to the difference between the amount he or she has taken individually under this Article VI, Section 7.D. twelve (12) weeks for FMLA Leave for a purpose other than those contained in this Article VI, Section 7.D.

E. Paid/Unpaid Leave Under Contract

FLMA does not limit or enlarge entitlement to paid or unpaid leave for which an employee is otherwise eligible under the Contract.

F. Notice

1. The employee shall provide the Superintendent or his/her designee with written notice no fewer than thirty (30) days prior to taking FMLA Leave when the employee’s need for leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned medical treatment for a serious injury or illness of a covered servicemember.
2. If thirty (30) days' notice is not practicable, notice must be given as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case. When an employee becomes aware of a need for FMLA Leave less than thirty (30) days in advance, it is expected that the employee will give notice to the Superintendent or his/her designee within one (1) or two (2) workdays of learning of the need for leave, except in extraordinary circumstances. The employee should provide notice to the Superintendent or his/her designee either in person or by phone, telegraph, facsimile (“fax”) machine or other electronic means. Notice may be given by the employee’s representative

(e.g., a spouse, adult family member, or other responsible party) if the employee is unable to do so personally.

G. Calculation of Unpaid/Paid FMLA Leave

1. The Board shall require that paid sick leave taken under this Article VI of the collective bargaining contract shall be counted as FMLA Leave if (a) the reasons for taking it qualify as FMLA reasons; and (b) if the employee had been notified by the Superintendent or his/her designee while on paid sick leave that his/her leave would be counted as FMLA Leave.
2. Where an employee has earned paid sick leave days, his/her paid leave shall be substituted, at the employee's request, for all or part of any unpaid FMLA Leave taken to care for an immediate family member or for the employee's own serious health condition.
3. When an employee utilizes sick leave for a reason that the Board believes to be a "serious health condition" (that of the employee or of an immediate family member), the employee will be notified in writing by the Board that said sick leave day counts toward his/her FMLA Leave entitlement. If the employee does not believe his/her leave meets the criteria of a "serious health condition," the employee must notify in writing the Superintendent or his/her designee within fourteen (14) calendar days of receiving the notice and shall explain why his/her sick leave use does not meet the criteria of a "serious health condition." Unless the employee again hears from the Superintendent or his/her designee on his/her specific situation, the Superintendent or his/her designee will correct the personnel files to reflect that said sick leave use shall not also be considered to be FMLA Leave. If the employee does not notify in writing the Superintendent or his/her designee within fourteen (14) calendar days, the correction will not be made.

H. Intermittent Leave And Reduced-Leave Schedule

1. Intermittent leave means leave taken in separate periods of time due to a single qualifying reason, rather than for one continuous period of time, and may include leave periods from an hour or more to several weeks. Reduced-leave schedule means a leave schedule that reduces the usual number of hours per workweek, or hours per work day of the employee.

Examples of intermittent leave would include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of six (6) months, such as for chemotherapy. An example of an employee taking leave on a reduced leave schedule is an employee who is recovering from a serious health condition and is not strong enough to work a full-time schedule.

2. When medically necessary, an employee may take intermittent FMLA Leave or a reduced-leave schedule because of the employee's own serious health condition, to care for a parent, spouse, son, or daughter with a serious health condition, or to care for a covered servicemember with a serious injury or illness. The employee shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operation of the Board.
3. Where FMLA Leave is taken because of birth or placement for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if the Board agrees.
4. FMLA Leave due to a qualifying exigency may be taken on an intermittent or reduced leave schedule basis.
5. Where an employee who is principally employed in an instructional capacity requests intermittent FMLA Leave or a reduced leave schedule, and where the employee would be on FMLA Leave for more than twenty percent (20%) of the total number of workdays over the period during which the FMLA Leave would extend, such employee must elect either:
 - a. To take FMLA Leave for a period or periods of a particular duration, not greater than the duration of the planned medical treatment; or
 - b. To transfer temporarily to an available alternative position offered by the Board for which the employee is qualified, as long as the alternate position has equivalent pay and benefits and the Board has determined that the alternate position better accommodates recurring periods of leave than the regular employment position of the employee.
6. If an instructional employee requests intermittent FMLA Leave or a reduced leave schedule, the District shall have the right to transfer the employee to an available alternate position if it will impact the continuity of educational instruction adversely.

I. Leave Near End of the Semester

1. If an employee begins any unpaid FMLA Leave more than five (5) weeks prior to the end of a semester, the Board may require the employee to continue taking leave until the end of the semester, if:
 - a. The leave is of at least three (3) weeks duration.
 - b. The return to employment would occur during the three (3) week period before the end of the semester.

2. If an employee begins unpaid FMLA Leave for purposes of the birth or placement of a child or in order to care for a spouse, son, daughter, or parent with a serious health condition, or to care for a covered servicemember during the period that commences five (5) weeks prior to the end of the semester, the Board may require the employee to continue taking leave until the end of the semester, if:
 - a. The leave is of greater than two (2) weeks duration.
 - b. The return to employment would occur during the two (2) week period before the end of the semester.
3. If an employee begins unpaid FMLA Leave because of the birth or placement of a child or in order to care for a spouse, son, daughter, or parent with a serious health condition, or to care for a covered servicemember during the period that commences three (3) weeks prior to the end of the semester and if the duration of the unpaid FMLA Leave is greater than five (5) workdays, the Board may require the employee to continue taking leave until the end of the semester.
4. When an employee is required to take leave until the end of a semester and the employee's leave entitlement under unpaid FMLA ends before the involuntary leave period is completed, the Board is required to maintain health benefits and must restore the employee to the same or equivalent job including other benefits at the conclusion of the leave.

J. Certification

1. Additional Certifications. For unpaid FMLA Leave the Board retains the right, at its own expense, if it doubts the validity of the medical certification provided by the employee, to require the employee to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the initial certification, provided by the original health care provider, the Board may request, at its own expense, the employee to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA Leave. The employee and the Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the employee does not attempt in good faith to reach agreement, the employee will be bound by the second certification.
2. Recertifications For FMLA Leave Because Of Serious Health Condition Of Employee Or A Family Member. The Board may request certification at any reasonable interval but not more often than every thirty (30) days unless:

- a. The employee requests an extension of leave.
 - b. Circumstances described by the original certification have changed significantly (duration of illness, nature of illness or complications).
 - c. The Board receives information that casts doubt upon the continuing validity of the certification.
3. Certification For FMLA Leave For Qualifying Exigency. The first time an employee requests leave because of a qualifying exigency arising out of the active duty or call to active duty status of a covered military member, the Board shall require the employee to provide a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military member's active duty service. A copy of new active duty orders or other documentation issued by the military shall be provided to the Board if the need for the FMLA Leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different covered military member.
 4. Certification For FMLA Leave To Care For Covered Servicemember. The Board shall require the employee to obtain a certification completed by an authorized health care provider of the covered servicemember when leave is taken to care for a covered servicemember with a serious injury or illness.

K. Benefits

1. The Board shall maintain coverage under the group health plan for the duration of the unpaid FMLA Leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. These group health plans include hospitalization, major medical, dental, and prescription drug.
2. The employee may opt to continue the life insurance coverage, but payment of the life insurance premium will be at the employee's own expense. Payment of the employee's required contribution toward the premium (if any) is due the first (1st) day of the month. Failure to make payment within thirty (30) days will result in termination of coverage during unpaid FMLA Leave.
3. The employee shall not accrue seniority, sick leave or any other employment benefits during the unpaid FMLA Leave.

L. Return to Work

1. When an employee's FMLA Leave was occasioned by the employee's own serious health condition, she/he shall provide the Board with a fitness-for-duty certification from her/his health care provider that the employee is able to resume the job functions for her/his position.
2. Upon return from unpaid FMLA Leave, the Board shall restore the employee to the position he/she held when the leave commenced, or to an equivalent position with equal employment benefits, pay and other terms and conditions of employment.
3. An employee has no greater right to reinstatement or to other benefits and conditions of employment than if he/she had been continuously employed during the FMLA Leave period. (In other words, if the Board conducts a reduction-in-force (RIF) during the employee's leave period, the Board may deny the employee reinstatement if his/her position was one of the ones affected by the RIF.)
4. Should an employee not return to work at the end of the FMLA Leave or contractual leave that is adjacent to the FMLA Leave for reasons other than the continuation, recurrence, or onset of either a serious health condition of the employee or the employee's family member, or a serious injury or illness of a covered servicemember, or for other circumstances beyond the employee's control, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA Leave period. An employee shall be required to support her/his claim of inability to return to work because of the continuation, recurrence or onset of the serious health condition or the covered servicemember's serious injury or illness.

Certification from the employee's health care provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return. If this certification is not provided in a timely manner (i.e. within thirty (30) days) or the reason for not returning to work does not meet the test of other circumstances beyond the employee's control, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA Leave.

M. Penalties For Misuse

An employee who fraudulently obtains FMLA Leave from the Board is not protected by the terms of these provisions (i.e. job restoration or maintenance of health benefits may be denied).

N. Inconsistencies Between The Contract And FMLA

All terms which are not defined specifically in this Contract shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993, as amended, and its implementing regulations. If there are any inconsistencies

between this Article VI, Section 7 and the Family and Medical Leave Act of 1993, as amended, the Family and Medical Leave Act of 1993, as amended, shall prevail.

Section 8. Extended Family Illness Leave

A leave of absence without pay or benefits for up to one (1) year may be granted to an employee for the purpose of caring for an incapacitated member of the employee's immediate family at the discretion of the Superintendent and if approved by the Board. Medical evidence to the Superintendent and Board's satisfaction must be presented by the employee.

Unless of an emergency nature, such a request must be submitted, in writing, to the Superintendent at least four (4) weeks prior to the date the leave is to become effective.

Section 9. Parental Leave

An employee may request and be granted a parental leave of absence without pay or benefits on the conditions set forth below:

- A. The leave of absence shall be for the balance of the school year in which a child is born or a child under one (one) year old is adopted, unless such leave is terminated earlier as hereinafter provided. It may begin: (i) in the case of a pregnant employee, when the employee's eligibility for paid pregnancy-related sick leave ends; (ii) in the case of an adoptive parent, within two (2) weeks of the receipt of custody; and (iii) for other employees, within two (2) weeks of the birth of a child.
- B. Application for parental leave shall be in writing, and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the leave is to commence and the date of the employee's anticipated return to service. Such return date shall be the beginning of the next succeeding school year unless the employee makes a mutual contract with the Superintendent to return earlier or makes a mutual contract with the Superintendent to extend the leave for up to one more school year, as provided in Paragraph C.

Application for parental leave prior to childbirth should be made at least thirty days before the beginning date of the leave. Application for leave for the period beginning with the expiration of a period of pregnancy disability which must be certified by an attending physician, or for leave related to child care should be made at least thirty days before the beginning date of parental leave.

- C. The leave may be extended for one (1) additional school year upon written request of the employee to the Superintendent for his/her approval, made not later than the first (1st) day of April preceding the school year for which such a leave is requested. Such request must be approved by the Board prior to extension.

- D. Any employee who elects to use pregnancy disability leave with pay according to 3319.141 O.R.C., may, if she chooses, begin parental leave after the disability has expired. No employee may receive pregnancy disability leave benefits while on parental leave.
- E. An employee who desires reinstatement at the beginning of the next school year shall notify the Superintendent on or before April 1st. Upon return from approved parental leave, the employee shall be entitled to reinstatement to the same position with the same contractual status which was held prior to the leave or, if the position is no longer available, to a substantially equivalent position for which the employee holds valid unexpired licensure/certification. If said leave is extended, the same provision shall apply.
- F. Where the group insurance policy permits, an employee on parental leave may continue to participate in those benefits which are provided to other employees by payment of the group rate for such benefits.

Section 10. Jury Duty

When a full-time employee serves as a juror, the Board will pay such employee's regular compensation and receipted parking fees. The employee shall pay over to the Board the compensation received from jury services.

Section 11. Notification as to Return from Leave

Employees on all types of leaves of absence shall notify the Human Resources Department to arrange their appropriate return date. This should be done prior to the termination of the leave.

All employees on leave status should notify the Superintendent's office, in writing, by July 10 to specifically state their intention to return to their teaching position in the succeeding school year, or to seek an extension of their leave, or to submit their resignation. A request for leave extension also should be submitted at the earliest possible date or the likelihood of positive approval for the extension will be steadily lessened as the employee delays his/her written request.

Section 12. Sick Leave Bank

- A. **PURPOSE:** The Sick Leave Bank (hereafter referred to as the "Bank") is a resource to cover illness or injury to the bargaining unit member, spouse or child that has created a financial hardship for the certified employee represented by WEA. All entitled sick leave and extended leave and/or any other paid time needs to be exhausted prior to application for sick leave from the Bank. An illness or injury is defined as one which is life threatening and which will last for at least 30 days as certified by the attending physician (1) to be life threatening, and (2) which will last for at least 30 days. Participation in the Bank is on a voluntary basis.
- B. **ELGIBILITY FOR PARTICIPATION:**

1. All certificated members of the bargaining unit represented by WEA shall be eligible to be donors or recipients governed by the conditions listed below.
2. Donors:
 - a. The certificated donor must have a minimum of 25 days in his/her sick leave account after the donation is made.
 - b. A maximum donation of five (5) days per school year.
 - c. The donor shall either (1) designate that the donation is deposited in the common account to be used as determined by the Committee or (2) specify the recipient of the donation.
 - d. Any unused days in the bank will be rolled over to the next year.
3. Recipient:
 - a. The recipient must have exhausted all paid leave to participate in the Bank.
 - b. The recipient must complete an application for Bank participation. Such application shall include a brief description for the sick leave along with medical reports certifying the nature of the illness/injury.
 - c. A certificated recipient may receive no more than 25 days from this Bank during any school year.
 - d. Upon receipt of completed applications, the recipient will receive within 48 hours a confirmation email that their application was received.

C. GOVERNING COMMITTEE:

1. A Sick Leave Bank Committee (hereafter referred to as the "Committee") shall be established. It shall be made up of no more than 4 members appointed by WEA and 1 Administrator (Director of Human Resources).
2. The District representative shall be responsible for processing completed applications and presenting them to the Committee.
3. The Committee shall determine which employees shall be entitled to receive leave from the Bank.
4. The WEA member shall be responsible for sending out notices to all current WEA members asking for donations.

5. The decision of the Committee is final.
6. The members receiving Workers' Compensation benefits for industrial illness or injury shall not be entitled to Bank benefits.
7. The Committee may request that an applicant for Bank apply for permanent disability retirement in lieu of the leave provisions.

The District and WEA agree to review and evaluate this process at the end of each school year.

Section 13. Workers' Compensation

- A. All bargaining unit members are covered by Ohio Workers' Compensation laws in relationship to a work-incurred injury, accident or occupational disease.
- B. Any bargaining unit member who is either temporarily or permanently totally disabled as a result of an injury for which Workers' Compensation is payable may elect to receive Workers' Compensation benefits rather than accrued sick leave benefits or vacation pay. The bargaining unit member understands that any vacation pay or sick leave benefits accepted will be offset in the member's Workers' Compensation payments.
- C. Insurance coverage otherwise provided by the Board will be continued for the remainder of the month during which the injury occurred and for the following two (2) months in those instances where the employee is off work and covered by Workers' Compensation benefits. An employee who wishes to continue board-provided insurance coverage after that time may do so for up to eighteen additional months by paying the full monthly cost of the insurance premium.
- D. There shall be no duplication of medical benefits. If a bargaining unit member receives medical services and/or reimbursement through Workers' Compensation, he/she shall not be entitled to receive benefits through Board paid insurance for those same medical services. Similarly, the bargaining unit member understands accepting Board paid insurance for the medical services will offset the benefits available through Workers' Compensation for those same medical services.
- E. Employees who are capable of and released by a licensed physician to return to work on a light duty assignment (i.e. with limited restrictions) must request a light duty assignment from the Human Resources Department within five (5) work days of same. The Human Resources Department in consultation with the Superintendent or designee shall determine whether such a light duty assignment is available. The employee will be notified by the Human Resources Department reasonably promptly after his/her request whether a light duty assignment is available. The W.E.A. President will also receive notice of whether a light duty assignment is available. Each situation will be reviewed on a case-by-case basis (i.e. on its individual merits).

ARTICLE VII
W.E.A. PRIVILEGES

Section 1. W.E.A. Meeting Night

The fourth (4th) Tuesday of each month shall be recognized as a W.E.A. meeting night.

The Board and administration shall, except in emergencies that occur within twenty-four (24) hours of the W.E.A. meeting, refrain from scheduling any other school meeting at the same time.

Section 2. Attendance at W.E.A./Business Meetings

A. W.E.A. Delegate Leave

Employees who represent the W.E.A. as delegates at regional, state and national employees' meetings during regular school hours where the agenda deals with business items, may attend only if the W.E.A. pays the per diem rate of the substitute(s) to the Board Treasurer for the employee(s) who is/are attending the meeting. No more than three (3) employee workdays per delegate will be permitted during the school year.

Requests must be presented to the Board for their approval. Notice to the Superintendent shall occur at least two (2) weeks before the date of absence.

B. W.E.A. President's Leave

The W.E.A. President or his/her designee may use up to three (3) days per year for the purpose of attending meetings related to activities of the W.E.A. without reimbursement of the per diem rate of substitute(s). Such leave shall be provided upon written notice to the Superintendent by the W.E.A. President, when possible, three (3) days in advance of the date of the leave. The W.E.A. President will not be expected to conduct W.E.A. business during class hours, except in emergencies. The Superintendent may approve more days upon request by the W.E.A. President, without reimbursement of the per diem substitute rate. With coordination and agreement of the building principal, the W.E.A. President or his/her designee may be granted time during the working day as necessary to attend to W.E.A. matters that have been addressed with the Director of Human Resources or Superintendent.

Section 3. W.E.A. Meeting; Use of Mail Services

The W.E.A. may hold meetings in school facilities and use school mailboxes for distribution of W.E.A. materials. Arrangements for meetings must be made with the building principal. The W.E.A. may use District electronic mail for communications with employees (Superintendent to receive a copy of said material).

Section 4. Printed Directory

A printed directory for all employees containing the names, addresses, phone numbers (unlisted numbers shall not be included) and school assignments of all school employees shall be distributed annually to all employees.

Section 5. Payroll Deductions

A. By employee request, deductions will be made for the United Teaching Profession (W.E.A., NEOEA, OEA and/or NEA) dues, Buckeye Credit Union, tax-sheltered annuities, OEA/NEA FCPE and other items mutually agreed upon by the W.E.A. and the Board.

B. The Board will deduct United Teaching Profession dues (W.E.A., NEOEA, OEA, NEA and affiliated organizations) from each employee's pay provided the employee authorizes such deductions in writing. The employee shall submit his/her signed authorization card for dues deductions to the W.E.A. The W.E.A. shall submit such authorizations cards to the Board Treasurer on or before October 15th of the year they are to become effective. Dues deduction authorization cards shall remain in effect from year to year unless the employee withdraws such authorization in writing to the Board Treasurer during the period September 1st to September 10th. If the dues deduction is not revoked during such period, it shall remain in effect. The Board Treasurer shall furnish the W.E.A. with a list of the withdrawals each year, if any.

The dues deductions for W.E.A., NEOEA, OEA and NEA shall begin with the second (2nd) paycheck in October and continue for fifteen (15) pay periods. The Board Treasurer shall forward dues deductions to the W.E.A. Treasurer, bimonthly.

Dues deductions shall not be provided for any other organization representing employees except the W.E.A. and its affiliates and affiliated organizations.

C. Credit Union: The Board will accommodate teachers requesting deductions for payments to a teacher's Credit Union, to be selected by a majority of teaching staff. The Board will provide Payroll Deduction Authorization Forms.

D. STRS: The twelve (12) month deductions shall continue in effect until legal requirements by the State legislate it otherwise.

E. Tax Sheltered Annuities: The Board shall continue to allow members to deduct for Tax Sheltered Annuities. The enrollment periods for said annuities shall be limited to September 1 - September 30 and January 1 - January 31.

F. The OEA Fund for Children and Public Education: The Board shall deduct, upon written authorization, contributions to the OEA Fund for Children and Public Education on a monthly basis.

Section 6. Printing of Contract

The W.E.A. shall contribute one-half (1/2) of the cost of the printing of the “Contract” up to a maximum of Three Hundred Dollars (\$300.00) provided the W.E.A. and the Board mutually agree on the selection of a printer and on the print format of the Contract.

Section 7. Fair Share Fee

- A. Notification of Fair Share Fee. The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the W.E.A., a fair share fee for the W.E.A.’s representation of such non-members during the time of his/her contract. No non-member filing a timely demand shall be required to subsidize partisan or ideological causes not germane to the W.E.A.’s work in the realm of collective bargaining.
- B. Notification of the Amount of Fair Share Fee. Notification of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the W.E.A., shall be transmitted by the W.E.A. to the Board Treasurer of the Board on or about December 1 of each year during the term of his/her contract for the purposes of determining amounts to be payroll-deducted each month from January through August and the employer agrees to promptly transmit all amounts deducted to the W.E.A.
- C. Schedule of Fair Share Fee Deductions. Payroll deduction of such fair share fees shall begin at the second (2nd) payroll in January except that no fair share fee deductions shall be made for bargaining unit members employed after January 1 until their second (2nd) paycheck. The Treasurer of the Board shall, upon notification from the W.E.A. that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
- D. Transmittal of Deductions. The employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- E. Procedure for Rebate. The W.E.A. represents to the employer that an internal rebate procedure has been established in accordance with Section 4117.09 of the Ohio Revised Code and the procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the W.E.A. and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitutions of the United States and the State of Ohio.
- F. Indemnification of Board. The W.E.A. on behalf of itself and the OEA and NEA agrees to indemnify the Board of any cost or liability incurred as a result of the

implementation and enforcement of this provision, including payroll deduction, provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed.
2. The W.E.A. shall reserve the right to designate counsel to represent and defend the Board.
3. The Board agrees to (a) give full and complete cooperation and assistance to the W.E.A. and its counsel at all levels of the proceeding; (b) permit the W.E.A. or its affiliates to intervene as a party if it so desires; and (c) to not oppose the W.E.A. or its affiliates' application to file briefs amicus curiae in the action.
4. The Board acted in good faith compliance with the fair share fee provision of his/her contract; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

Section 8. Notification of Board Meetings, Agendas, Minutes

The W.E.A. President or his/her designee shall receive written notification of all Board meetings; shall be provided a copy of the full agenda, including all materials attendant thereto; and shall be provided a copy of the minutes of each Board meeting.

ARTICLE VIII
FRINGE BENEFITS

Section 1. Duration of Fringe Benefits

Each newly-employed employee shall be required to have a conference with the Human Resources Department to arrange for insurance and other benefits.

Duration of fringe benefits shall extend through August for employees who leave the system at the end of the school year unless the employee chooses to receive total final payment of salary before the above date.

Section 2. Group Insurance While on Unpaid Leave of Absence

- A. An employee who is granted an unpaid leave of absence under this Contract shall be eligible to participate in group health benefits and group life insurance by paying the total cost of the monthly premium to the Board Treasurer's office. The Board will not be responsible for any costs associated with this time, with the exception of leave which qualifies as FMLA leave.

- B. If the employee chooses to participate in the group insurance plan for health benefits and life insurance, he/she must make his/her payment to the Board Treasurer's office on a monthly basis as prescribed by the Board Treasurer. If the employee fails to pay the Board Treasurer's office during any month, his/her group health benefits and group life insurance shall be canceled for the duration of his/her leave of absence.

Section 3. Hospitalization and Major Medical Insurance

During the term of the contract, the Board shall pay ninety percent (90%) of the total cost of UCR single or family hospitalization and major medical insurance. The remaining ten percent (10%) shall be paid by each employee. Each employee shall be responsible for the deductible payments, co-insurance payments, physician office, specialist, emergency room and prescription drug coverage co-payments, and other items identified on Appendix 1, attached hereto and made a part hereof.

The Board and W.E.A. agree that the Board may reduce the health care insurance choices for the employees to only SuperMed Select. The Board agrees to maintain the coverage in the SuperMed Select plan at equal to or better than the coverage in effect in that SuperMed Select plan at the expiration of the previous contract.

A. Health Care.

The Board is committed to improving the Fringe Benefit package offered to its employees. The Board and the W.E.A. shall create an ongoing insurance committee that will also include representatives from all other employee groups to review the District's fringe benefit options and report back to their respective constituents on methods to reduce costs and improve offerings. The Board and the W.E.A. will each appoint up to three (3) representatives to the committee. It is understood that any reconfiguration of health care options would be designed to maintain current cost levels and any savings produced by said reconfiguration shall be used to improve and augment current health care offerings (i.e. vision, dental, hospitalization and prescription coverage). It is recognized by the Board and the W.E.A. that provisions relative to Health Care Coverage may change upon the recommendation of the committee.

During the term of this Contract an individual employee who chooses to decline health care coverage (Hospitalization and Major Medical Insurance), but who had health care coverage offered by the District during the previous school year for either family or single health coverage will receive a stipend equal to \$3,500.00. Such stipend will be paid no later than the second (2nd) pay date in September of the following school year, which coincides with the open enrollment period for the health care insurance providers. Employees who wish to take advantage of this option must notify the Board Treasurer, in writing, by September 30th of each year they choose to decline the coverage.

Employees who participate in this option must also provide proof of other insurance coverage to the Board Treasurer at the time of notification. Employees who decline coverage in one school year may not re-enroll until the next open enrollment period, which is the beginning of each school year, in October. This provision may be waived if the employee is affected by a COBRA triggering event.

B. Working Spouse Ineligibility for Primary Coverage/Secondary Coverage Only

If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage that coverage will become the primary payor of benefit and the coverage sponsored by the Board will become the secondary payor of benefits.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board.

Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage or any insurance coverages provided in this Article VIII shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance (dental, vision or other such insurance) coverages sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverage sponsored by the Board. Additional documentation may be required.

If an employee submits false information or fails to timely advise the Plan of a change in his/her spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance (or dental, vision or other such insurance), and such false information or such failure results in the Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and

expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by an employee may be deducted from the benefits to which he/she would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from the group health insurance and/or prescription drug, dental, vision or other insurance coverage under the respective insurance Plan. **If an employee submits false information, he/she may be subject to disciplinary action, up to and including termination of employment.**

Section 4. Dental Insurance

The Board shall purchase through a carrier licensed by the State of Ohio, family Dental Insurance Protection for each employee. The Board shall pay ninety percent (90%) of the cost of the dental insurance program for employees, and the remaining ten percent (10%) shall be paid by the employee.

Benefits for the dental insurance program are listed on Appendix 2.

In order to qualify for the above coverage, the employee must work the equivalent of two and one-half (2-1/2) or more workdays per week.

Section 5. Life Insurance

The Board shall purchase group term life insurance for each employee in the amount of Twenty Thousand Dollars (\$20,000.00) or base salary whichever is greater, plus an equal amount of accidental death and dismemberment coverage. The full cost of this program shall be paid by the Board.

Section 6. Vision Insurance

The Board shall purchase through a carrier selected by the Board, single or family vision insurance protection for all employees. The Board shall pay ninety percent (90%) of the cost of the vision insurance program for employees, and the remaining ten percent (10%) shall be paid by the employee.

A Schedule of Allowances for the vision insurance program is attached as Appendix 3.

Section 7. Both Spouses Employed in the District

When spouses are both employed by the Board, only one (1) spouse may elect the family coverage for each type of insurance offered in this Article, and the other employee-spouse shall be covered by that one family plan. In the event of unforeseen circumstances such as death, divorce and layoff, the Board shall provide an open enrollment period so that either spouse shall not have to be without hospitalization and major medical insurance.

ARTICLE IX
COMPENSATION

Section 1. Salary Schedule

- A. The salary schedule is attached as Appendix G. During each year of this Agreement, the base salary will remain thirty-five thousand four hundred two dollars (\$35,402), and steps shall apply in accordance with the schedule.

Beginning July 1, 2014, the base salary of thirty-five thousand four hundred two dollars (\$35,402) will be known on the salary schedule as the "Base Salary," but Step 1 will remain the first step on the salary schedule. Step 1 will be raised to the half-way point between the current Step 1 and the current Step 2 as shown in Appendix G. All other steps on the salary schedule remain the same. In this way, the index will not change except for Step 1.

- B. Non-Indexed Longevity Payments.

WEA Members on the BA, BA+10, and BA+20 columns who have completed a full year at Step 18 shall receive yearly one-thousand five hundred dollars (\$1,500) non-indexed longevity payment. WEA Members on the MA, MA+15, MA+30, and MA+45 columns who have completed a full year at Step 18 shall receive yearly two-thousand five hundred dollar (\$2,500) non-indexed longevity payment. These payments will be paid out in 26 pays. This amount shall be included for retirement purposes.

- C. Reopener for Levy Failure.

If the Board places a renewal or replacement levy on the ballot during fiscal 2015, and the levy fails, salaries, and index will be frozen at fiscal 2015 levels (no base increase or step movement) and the non-indexed longevity payment paid for WEA Members who have completed a full year at Step 18, will not be paid. If the renewal or replacement levy is subsequently placed on the ballot and passes before the end of calendar 2015, the freeze outlined above terminates, and WEA Members are retroactively paid for the lost salary. If the levy does not pass before the end of calendar 2015, the Board has the option to determine whether to reopen for negotiation the fiscal 2016 and fiscal 2017 salaries (base and index only) (Article IX, Section 1 and Appendix G), the non-indexed longevity payment paid for WEA Members who have completed a full year at Step 18 and insurance (Article VIII Fringe Benefits). If the Board makes this election, salaries (base and index) and the non-indexed longevity payment for WEA Members who have completed a full year at Step 18 will continue to be frozen until agreement is reached on the reopener on salaries and insurance benefits. To exercise this option, the Board must inform the WEA no later than November 15, 2015. The dispute resolution procedure in Article II, §3 shall apply, but with impasse may be declared not later than December 31.

Section 2. Payroll Practices

- A. Regular Pay. The regular salary of an employee shall be paid every other Friday. When a payday falls on a day that is not a workday, the paycheck shall be issued on the last preceding workday for the employees.
- B. Supplemental Contract Payment. One-half (1/2) of the supplemental contract salary of an employee shall be paid after the completion of one-half (1/2) the season and the other one-half (1/2) shall be paid after the completion of the season, with the written recommendation of the building administrator or supervising administrator. The supplemental contract salary of an employee shall be paid in the paycheck occurring nearest the end of each semester in the case of a supplemental contract that is a year long, with the written recommendation of the building administrator or the supervising administrator.
- C. Direct Deposit. All employees shall have all pay directly deposited into a bank account through the District's direct deposit program.

Section 3. Payroll Errors

In the event of a payroll error resulting in an underpayment to an employee, the employee should notify the Board Treasurer, as soon as possible. Upon notice to the Board Treasurer, the employee will receive the correct compensation no later than the next regularly scheduled pay date. If the payroll error results in an overpayment to the employee then the Board Treasurer and the employee will work out a mutually acceptable repayment plan. If a mutually agreeable plan cannot be worked out between the employee and the Board Treasurer, then the employee will pay in equal installments in the same number of subsequent pay periods in which the overpayment occurred.

Section 4. Placement/Movement on and Within the Employee Salary Schedule

Employees shall receive credit for private and parochial school teaching experience on the Warrensville Employees Salary Schedule as required by Ohio Revised Code Section 3317.13.

For acceptance of added hours beyond the Bachelor's level for placement in a new column on the salary schedule the employee must notify the Human Resources Office. All such credit requests for placement in a new column on the salary schedule must be received by the Human Resources Office on or before September 15th. Employees, who provide documentation of earned credits, will be moved laterally on the salary schedule and the remaining pay periods for that particular contract year will reflect said movement.

The employee should, to the best of his/her ability, provide the Human Resources Office with an official transcript of credits earned at the respective college/university. If the official transcript does not arrive by the above-stated date(s), the employee will still be eligible for movement/placement on the appropriate level by presenting a stamped receipt from the Registrar's Office of the respective university along with a copy of the latest report card showing successful completion of the necessary course work which shall suffice for notification until the official transcript is forwarded by the institution, usually within a few weeks.

To gain recognition of hours for movement on the salary schedule, the hours must have been taken subsequent to the receipt of the BA degree or teaching license/certificate, whichever is received later.

To gain recognition of hours beyond the Master's degree to change columns, all such hours must be taken subsequent to the receipt of the Master's degree.

Thus, all hours which are to be counted toward salary advancement at the BA+10 and the BA+20 must be taken after the receipt of the BA degree. Also, all hours taken toward salary advancement at the MA+15 and MA+30 levels must be graduate hours, and be taken subsequent to the receipt of the Master's degree.

The responsibility for fulfilling the necessary requirements to achieve salary advancement and recognition by the Board resides with the employee.

The employee must obtain the required form from the Superintendent's Office to receive consideration for salary advancement because of additional university credits. The required form must be submitted on a timely basis and the accrued hours must occur in the prescribed manner delineated above.

Effective September 1, 1992, any employee who is currently being paid on the MA level shall continue to be paid on the MA level. In addition, any employee who qualified for the MA level prior to September 1, 1992, under the policy in effect for the 1991-92 school year shall be paid on the MA level.

As used in this Contract, MA means a Master's degree in education, educational administration or subject area related to education. This does not include degrees from professional schools such as law, etc. Credit hours must be in the field of education, educational administration or a subject area related to education and do not include credit hours earned in professional schools other than education or to qualify for a different profession, such as real estate sales. Exceptions may be granted at the discretion of the Superintendent.

Section 5. Pay Upon Retirement for Unused Sick Leave

When retiring from public service in the State of Ohio, (PERS, STRS, SERS, or any combination thereof) all employees may receive up to and including seventy- five (75) workdays' pay for unused sick leave if properly earned according to the computation below and if the employee directly retires from this school District.

Upon retirement from the Warrensville Heights City Schools, each employee shall receive up to seventy-five (75) workdays' pay, at the per diem rate specified in his/her most recent contract, for accumulated leave. Such pay shall be calculated as follows:

Accumulated sick leave days (to a maximum of two hundred fifty (250) days)
 $250 \times .25 \times .10$ times years in the Warrensville Heights City Schools (to a maximum of ten (10) years). If service to the Warrensville Heights City Schools equals or exceeds fifteen (15) years then .12 will be used in place of the .10 in the

calculation. To wit: $250 \times .25 \times .12$ times years in the Warrensville Heights City Schools (to a maximum of ten (10) years).

Proof of retirement must be established prior to payment of severance pay. It is the responsibility of the retiree to furnish said proof to the District Board Treasurer. The minimum proof accepted is an actual physical presentation of the second (2nd) retirement check from the applicable retirement system.

A retiree might find it necessary to return to a state of non-retirement, partial retirement, or part-time work with the Warrensville Heights City Schools. In this event, the person involved may not claim for use or use any part of the used sick leave in effect at the time of retirement. A retiring employee eligible for benefits under this under Article IX, Section 5 may elect to receive such benefits in January of the year following retirement but no later than June 30th of the year following retirement.

Section 6. Board Restructuring of Employee Retirement Contribution

The Board will implement the “pick-up” of the employee required contributions of the State Employees Retirement System (STRS) and the Board Treasurer is hereby authorized to contribute to STRS, in addition to the Board’s required employer contribution, an amount equal to each employee’s contribution to STRS in lieu of payment to such employee, and that such amount contributed by the Board on behalf of the employee shall be treated as a deferred salary from the contract salary otherwise payable to such employee in cash.

An addendum shall be added to each employee’s contract which states (i) that the employee’s contract salary is being restated as consisting of (a) a cash salary component and (b) a “pick-up” component, which is equal to the amount of the employee contribution being “picked-up” by the Board on behalf of the employee; (ii) that the Board will contribute to STRS an amount equal to the employee’s required contribution to STRS for the account of each employee; and (iii) that sick leave, severance, vacation, appropriate supplemental, extended service pay and deduct rate shall be calculated upon both the cash salary component and “pick-up” component of the employee’s restated salary.

The Board’s total combined expenditures for the employee’s total contract salary payable pursuant hereto (including pick-up amounts), and its employer contribution to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect. The sum of the cash salary and pick-up components shall not exceed the employee’s contract salary provided in the Salary Schedule.

The Board shall compute and remit its employer contributions to STRS based upon total contract salary, including the “pick-up.” The Board shall report for Federal and Ohio income tax purposes as an employee’s gross income, said employee’s total contract salary less the amount of the “pick-up.” The Board shall report for municipal income tax purposes as an employee’s gross income, said employee’s total contract salary, including the amount of the “pick-up.” The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

It is the employee's sole responsibility to check with his/her annuity consultant to verify that this Article IX, Section 6 will not place an individual beyond the applicable legal limits. The employee bears the complete responsibility for any fiscal penalty or fine enacted by the Internal Revenue Service and shall not hold the Board responsible for the employee's overpayment or fine.

Section 7. Retirement Notification Incentive

The Board and the W.E.A. are concerned with filling open positions with the best qualified applicants. To that end, a retirement notification incentive will facilitate the Board's ability to plan for the upcoming school year. Said incentive will be Five Thousand Dollars (\$5,000.00) for up to twelve (12) employees, if the Superintendent is notified, in writing, by April 30th of the retirement year.

If said notification is given to the Superintendent by February 28th of the retirement year, an additional bonus of Three Thousand Dollars (\$3,000.00) will be paid. Each full-time member of the bargaining unit who retires (other than as disability retirement) at the end of any school year during the term of this Contract, subject to the provisions of this Article IX, Section 7, shall receive a lump-sum cash payment. (See Amendment that was agreed upon by both parties.)

Conditions for Participation

- A. The employee must, at the time of application for participation in this retirement notification incentive, be serving in a full-time position as a member of the bargaining unit.
- B. As of the effective date of retirement, the employee must have at least thirteen (13) years of service with the Warrensville Heights City School District.
- C. Prior to applying for participation under this plan, the employee must determine through the State Employees Retirement System (STRS) the year in which he/she first becomes eligible to retire.
- D. As used in this Article IX, Section 7, "first becomes eligible to retire" means the first date on which the employee meets all requirements of STRS for retirement and all requirements of this Article IX, Section 7.
- E. Any employee who during the term of this Contract has thirty (30) or more years of service may exercise participation in this provision.
- F. If any employee purchases a retirement credit (i.e. military service, other public service or any other similar credit), such purchased credit must be used in determining the year in which the employee "first becomes eligible to retire."
- G. Provided all conditions under this Articles IX, Section 7 have been met, payment shall be made in one (one) lump sum within the first (1st) sixty (60) days of the following calendar year.

Section 8. Supplemental Salary Schedule for Extra Duty Activities

All employees shall be notified of all vacancies in existing and new supplemental positions which occur in the District. The notification shall be accomplished by posting for five (5) school days a list of such vacancies in an area frequented by employees in each building and District e-mail. The President of the W.E.A. will be sent a copy of all posted positions. Supplemental contracts are for only the period identified in one school year. Supplemental salaries for W.E.A. bargaining members shall be paid in accordance with the Supplemental Salary Schedule set forth in Appendix G. The schedule identifies the amount to be paid not the number of contracts available in any given year. By agreement with the Superintendent, the W.E.A. President and the affected bargaining unit members, the Board may split supplemental contract amounts among multiple persons holding a supplemental position. All new positions added to the schedule shall be subject to bargaining.

Section 9. Recruiting

In order to help recruit new teachers, the Board may pay a teacher new to the District a recruiting incentive bonus of up to one thousand five hundred dollars (\$1,500), as determined by and in the discretion of the Superintendent. When offered prior to employment, the bonus shall be paid by June 30. If the teacher does not complete the first year, the bonus is forfeited.

Section 10. Summer School Pay

The Board shall pay bargaining unit members who are Board approved to work for summer school thirty-five dollars (\$35) per hour.

Section 11. Extended Time

The Board shall pay up to eight days of extended time to guidance counsellors at the per diem rate as approved by the Superintendent/designee.

ARTICLE X
SCOPE, EFFECTS AND DURATION

Section 1. Waiver of Negotiations

Except as otherwise herein agreed both parties agree that no further negotiations shall take place until March 1, 2017.

Section 2. Amendment

Although neither party has an obligation to negotiate with the other concerning any change in this/her Contract, the parties voluntarily may agree to amend the Contract. Any amendment shall be only by mutual contract, and no amendment shall have any effect unless it is written and signed by authorized representatives of both parties and ratified by the W.E.A. and the Board.

Section 3. Severability

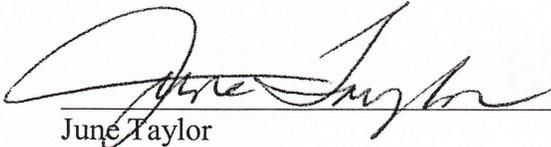
Notwithstanding any other provisions to the Contract herein, if any provision of this Contract is in conflict with any statutes, regulations or court decisions of the State of Ohio or the Federal Government, to the extent that any such conflict exists, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. It is hereby agreed that if any statute, regulation or court decision of the State of Ohio, the Federal Government and the State Employment Relations Board makes illegal any item in the Contract, the W.E.A. and Board will be allowed to negotiate such items while the Contract is in effect and if both mutually agree to do so.

Section 4. Effective Date of Contract

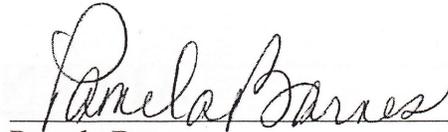
This Contract shall become effective on July 1, 2014, except where individual items specify otherwise. This Contract shall continue in full force and effect through June 30, 2017, unless changed by the parties, in accordance with the processes stated in the Midterm/Interim bargaining provisions set forth in Article II, Section 1.

FOR THE BOARD

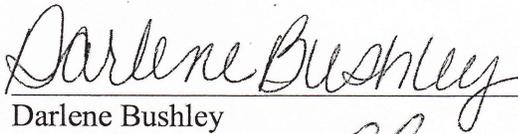
FOR THE W.E.A.



June Taylor
Board President



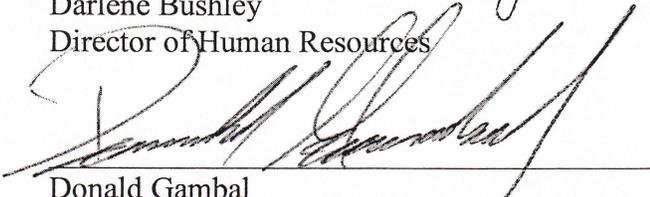
Pamela Barnes
President



Darlene Bushley
Director of Human Resources



Don Holub
OEA Labor Relations Consultant



Donald Gambal
Treasurer

APPENDICES

APPENDIX A

GRIEVANCE FORM

State the grievance in clear and concise terms, specifying provision(s) of the Contract allegedly violated.

Name of Grievant _____ Date of Filing _____
Grievance Number _____ (for W.E.A. use only)

Signature of W.E.A. Representative _____

Building _____ Assignment _____

Date of Level I _____

Statement of Grievance: Cite specific Article and Section which you are claiming has been misrepresented, misapplied, or violated and the date the alleged grievance occurred.

Relief sought: _____

Signature of Grievant _____

Date _____

Signature of Person Receiving Grievance at
Initial Filing (i.e. Principal, Superintendent) _____

Date _____

APPENDIX B

Employee Absence and Attendance Variation Form

Warrensville Heights City Schools

EMPLOYEE ABSENCE AND ATTENDANCE VARIATION FORM

(This/her form is to be filled out as appropriate for the absence, signed, and all copies sent to your supervisor.)

Name (Print) _____

School/Department _____

Date(s) of Absence/Variation _____ Total No. of Days/Hours _____

- | | | |
|--|---|---|
| <input type="checkbox"/> Administrator | <input type="checkbox"/> Secretary/Bookkeeper/Payroll | <input type="checkbox"/> Custodians/Maintenance |
| <input type="checkbox"/> Employee/Counselor | <input type="checkbox"/> Educational Assistant/Aides | <input type="checkbox"/> Bus Drivers/Transportation |
| <input type="checkbox"/> Psychologist/Speech | <input type="checkbox"/> Food Service | <input type="checkbox"/> Other |

Reason for Absence or Attendance Variation

- Vacation Days: Current Year Entitlement * Sick Leave (Personal/Family illness)
Describe nature of illness or injury in the explanation box.
If a doctor visit was necessary, give name, address and phone.
 - Personal Injury If absence for Sick Leave is due to Personal Injury while on school board property or while performing contractual obligations anywhere, contact Supervisor/Principal and attach a Personal Injury Report Form.

- * Bereavement - Indicate name and relationship.

- Personal Leave - Provide reason and clarification if necessary.

- Modification of Worksite (Check below) and indicate reason and date in explanation box.
 - Professional Leave Field Trip
 - Curriculum Meeting/Workshop
 - Other _____

- From _____ To _____ Total Days _____
Days used this/her year _____ Remaining Entitlement _____

- Assault If absence is due to Physical Assault, state nature of injury justifying absence. If medical attention was required, attach the licensed physician's written statement of nature of injury and duration of absence.

- Jury Duty - Attach appropriate documentation.

- Absence for causes other than above - Explanation required.

Employee Explanation/Clarification
<input type="checkbox"/> Change of Previous Action
_____ _____ _____ _____ _____ _____ _____
(For Employees Only)
Modification of Worksite Substitute Information: Substitute Required? Yes <input type="checkbox"/> No <input type="checkbox"/>
Charge to Program/Funding Source: _____
Charge authorized by _____

I certify that this/her absence or modification of worksite was due to the reason checked and as explained or clarified. I request that this/her be authorized in accordance with the rules and regulations of the Warrensville Heights Board of Education.

Employee Signature _____ Date _____

Action of Principal/Immediate Supervisor: Certify Absence Certify and Authorize Absence (Only items marked with an *)
Signature _____ Date _____

Deduct from Pay _____	For Superintendent or Designee Only	Personal Leave _____
Charge to Vacation _____	Charge to Sick Leave _____	Other _____
	Change of Worksite _____	

Superintendent/Designee Signature _____ Date _____

Warrensville Heights Board of Education
Attendance Variations Information

Information provided here is limited basically to that which is common to all employees. For additional information check the appropriate contract or contact the Office of the Assistant Superintendent.

General Information

1. The Absence & Attendance Variations Form is to be filled out the day of your return to work, signed and given to building principal or, if the building is not a school, to your supervisor.
2. All employee absences and attendance variations must be certified by the employee.
3. Failure to fill out the Absence & Attendance Variations Form will result in a per diem deduction in the next succeeding pay period.
4. The building principal or supervisor signs to verify (or, under certain circumstances, verify and authorize) the absence.
5. All employee Absence & Attendance Variation Forms must be authorized by the Superintendent or his/her/his representative.
6. If absence is due to a personal injury while on school property, contact the principal/supervisor and submit a Personal Injury Form along with this/her form.
7. When the absence is foreseeable, this/her form is to be filed as soon as possible, in advance of the absence.
8. Falsification of a statement is grounds for suspension or termination of employment.
9. After the absence or attendance variation is certified and authorized by the appropriate administrator, the forms will be distributed: white to the Board Treasurer, one copy to the employee, and one copy to the employee's principal or supervisor.

Change of Previous Action

To change a previously authorized attendance variation:

1. Mark the Change of Previous Action which is at the top of the Employee Explanation/Clarification box.
2. Fill out the form as if there were no previous request.
3. Provide an explanation of the change.
4. Attach a copy of the form with the authorization of the previous action.

Licensure/certification of Sick Leave

1. An employee, upon proper licensure/certification and authorization, may be absent from duty for personal illness, and may be paid during such absence up to the number of accumulated sick days credited to the employee.
2. If a doctor was called, give name, address, and phone number.

Personal Injury on School Property

1. If absence is due to personal injury on school property, inform the principal or your supervisor immediately and attach a Personal Injury Report Form to the Absence & Attendance Variation Form.

Licensure/certification of Absence for Illness or Injury in the Immediate Family

1. For illness and injury, the immediate family includes father, mother, husband, wife, child or member of the immediate household.
2. An employee, upon proper licensure/certification and authorization may be absent from duty for the illness or injury of a member of the immediate family and may be paid during such absence up to the number of accumulated sick days then credited to the employee.
3. For death, the immediate family includes father, mother, husband, wife, child, member of the immediate household, parent-in-law, daughter-in-law, son-in-law, grandparent, brother, brother-in-law, sister, sister-in-law, aunt, uncle, and grandchildren.

Licensure/certification of Absence for Bereavement

1. Each employee is allowed to use up to two (2) bereavement leave days in the event of death in the immediate family.
2. For death, the immediate family includes father, mother, husband, wife, child, member of the immediate household, parent-in-law, daughter-in-law, son-in-law, grandparent, brother, brother-in-law, sister, sister-in-law, aunt, uncle, and grandchildren.

3. Sick leave may be used to extend bereavement leave beyond two (2) days.

Personal Leave

1. Personal leave days shall not be taken during the first and last weeks of the school year unless an emergency leave is approved by the Superintendent.
2. Two (2) personal leave days per school year may be used for "personal business which cannot be attended to at any other time." No explanation beyond this/her statement is required.
3. Limitations on the use of Personal Leave are in the bargaining unit contracts.
4. Personal leave forms shall be turned in at least 48 hours prior to the leave date, unless an emergency exists.
5. Reasons for Personal Leave:
 - Religious Holiday
 - Court Appearance
 - Personal business which cannot be attended to at any other time
 - Emergency - to protect life, health or property (provide an explanation).

Licensure/certification of Modification of Worksite

1. An employee, upon proper licensure/certification and authorization, may be assigned to duties and/or a worksite other than the employee's normal one(s). Examples are field trips, being sent to meetings, workshops, seminars, or conferences.
2. Requests for Travel would use this/her item on the form. Requests for reimbursement for travel would require a separate form which should be attached to the Absence & Attendance Variation Form when the request for Travel Time is made.
3. Authorization for such variation shall be secured prior to such modification.

Licensure/certification of Absence for Vacation

1. Employees entitled to vacation days shall request the days in advance of taking them.
2. Each employee is responsible for keeping track of his/her/his remaining entitlement as vacation days are authorized.
3. Use of vacation days shall in no way jeopardize staffing requirements in the individual buildings and other areas of assignment.

Licensure/certification of Physical Attack or Assault Leave

1. The employee who has been physically attacked must furnish a written, signed statement to justify use of this/her leave.
2. When medical attention is required, a license/certificate stating the nature of the disability and its duration from a licensed physician shall be required before physical attack/assault leave can be approved for payment.
3. Additional information and restrictions are contained in the contracts with the employee bargaining units.

Licensure/certification of Absence for Jury Duty

1. Documentation is to accompany the Absence & Attendance Variation Form.
2. Remuneration received from the court is to be paid over to the Board.
3. Additional information is in the respective bargaining unit contracts.

Licensure/certification of Absences for Causes Other than Those Above

1. Occasionally an anticipated absence will not fit the above categories. In those instances the employee may request consideration for the absence using this/her category.
2. The employee shall provide a clear explanation. Documents supporting the request are to be attached to this/her form at the time the request is made.
3. Normally, authorization for absences under this/her category must be received before the date of the absence.

APPENDIX C

REPLACE WITH UPDATED FMLA FORMS

APPENDIX D

STATEMENT OF USE OF ASSAULT LEAVE

Name of Employee _____

Building _____ Assignment _____

1. Statement of Assault Incident (who, what, when, where):

Date of Incident _____ Time of Incident _____

Location of Incident _____

Assault by _____

Names of witnesses _____

(If additional space is needed, continue statement on backside.)

2. Medical attention required? ___ Yes ___ No

3. Physician certificate submitted? ___ Yes ___ No

4. Dates of Absence _____

5. Employee's Signature _____

6. Principal's Signature _____

7. Superintendent's approval ___ Yes ___ No

8. Superintendent's signature _____ Date _____

Distribution: Superintendent, Principal; Employee, W.E.A. President

APPENDIX F

All employee evaluation forms for those covered under OTES (Ohio Teacher Evaluation System) are located in the employee's eTPES account.

All employee evaluation forms for those not covered under OTES are located on the District's website.

APPENDIX G

SUPPLEMENTAL SALARY SCHEDULE

AD HS (teach ½ time)	\$4000	Coaching Supplementals	
Cheerleader Advisor HS (year)	\$3000	Baseball HS Head Coach	\$4000
Cheerleader Advisor MS (year)	\$1200	Baseball HS Asst. Coach	\$3200
K-6 CIL Reading	\$1200	Baseball MS Coach	\$2800
K-6 CIL Math	\$1200	Basketball Boys HS Head Coach	\$5000
Class Advisor 09	\$500	Basketball Boys HS JV Coach	\$3200
Class Advisor 10	\$500	Basketball Boys HS F Coach	\$3200
Class Advisor 11	\$800	Basketball Boys MS Coach	\$3000
Class Advisor 12	\$1200	Basketball Girls HS Head Coach	\$5000
Dept Head English/Reading	\$1400	Basketball Girls HS JV Coach	\$3200
Dept Head Social Studies	\$1400	Basketball Girls HS F Coach	\$3200
Dept Head Math	\$1400	Basketball Girls MS Coach	\$3000
Dept Head Unified Arts	\$1400	Cross Country HS Coach	\$2800
Dept Head Science/Health	\$1400	Football HS Head Coach	\$6000
Dept Head Sp Ed	\$1400	Football HS Asst. Coach	\$4000
Drama HS	\$4000	Football HS Asst. Coach	\$4000
Chess Club HS	\$1000	Football HS Asst. Coach JV	\$4000
Chess Club MS	\$1000	Football HS Asst. Coach JV	\$4000
Drill Team Advisor MS	\$700	Football 7&8 Head Coach	\$3400
Faculty Manager HS	\$4000	Football 7&8 Asst. Coach	\$2800
Faculty Manager MS	\$2800	Softball HS Head Coach	\$4000
Junior National Honor Society	\$750	Softball HS Assist. Coach	\$3200
HS Marching Band Director	\$2500	Softball MS Head Coach	\$2800
HS Concert Band Director	\$2500	Track HS Boys Head Coach	\$4000
MS Band	\$1500	Track HS Girls Head Coach	\$4000
School Paper HS	\$1500	Track HS Asst. Coach	\$3200
School Paper MS	\$1500	Track HS Asst. Coach	\$3200
NHS	\$850	Track Head Coach MS	\$2800
Student Council HS	\$1800	Track Asst. Coach MS	\$2800
Student Council MS	\$1500	Volleyball HS Head Coach	\$4000
Student Council 3-4	\$500	Volleyball HS JV Asst. Coach	\$3200
MS Team Leader 5th Grade	\$1200	Volleyball 7&8 Coach	\$2800
MS Team Leader 6th Grade	\$1200	Wrestling HS Head Coach	\$3400
MS Team Leader 7th Grade	\$1200	Wrestling HS JV Coach	\$3200
MS Team Leader Special Ed	\$1200	Wrestling MS Coach	\$2800
HS Team Leader 8th Grade	\$1200		
Vocal Music (K-2)	\$1500		
Vocal Music (3-4)	\$1500		
Vocal Music (5-7)	\$1500		
Vocal Music HS	\$2000		
Yearbook HS	\$3000		
Yearbook MS	\$1500		
Technology Liaison HS	\$500		
Technology Liaison MS	\$500		
Technology Liaison EW	\$500		
Technology Liaison JD	\$500		

APPENDIX 1

Health Care Insurance Premium Cost, Deductibles, Co-insurance and Other Payments

UPDATE WITH CURRENT YEAR SCHEDULE

APPENDIX 2

Dental Insurance Program Benefits

Benefits	
Benefit Period	January 1 st through December 31 st
Dependent Age Limit	23; Removal upon Birthdate
Benefit Period Maximum (per member)	\$1,000
Benefit Period Deductible (single/family) ¹	\$25 / \$50
Orthodontic Lifetime Maximum (per covered person – includes adult)	\$1,000
Preventive Services	
Oral Exams – two per benefit period	100%
Bite Wing X-Rays – two sets per benefit period	100%
Prophylaxis (cleaning) – two per benefit period	100%
Periodontal Prophylaxis (cleaning)	100%
Fluoride Treatment – one treatment per benefit period, limited to dependents up to age 19	100%
Space Maintainers- limited to eligible dependents up to age 19	100%
Lab Tests	100%
TMJ Services	100%
Emergency Palliative Treatment – includes emergency oral exam	100%
Diagnostic X-Rays Including: - Full Mouth/Panorex, which are limited to one every 36 consecutive months;	100%
Other X-Rays including: - Posterior-Anterior Lateral Skull and Facial Bone x-rays	100%
Essential Services	
Consultations and Other Exams by Specialist	80% after deductible
Minor Restorative Services	80% after deductible
Endodontics/Pulp Services, including Indirect Pulp Cap	80% after deductible
Periodontal Services	80% after deductible
Repairs, Relines & Adjustments of Prosthetics	80% after deductible
Simple Extractions	80% after deductible
Impactions	80% after deductible
Minor Oral Surgery Services	80% after deductible
Biopsy	80% after deductible
Antibiotic Drug Injections	80% after deductible
General Anesthesia	80% after deductible
Complex Services	
Gold Foil Restoration	60% after deductible
Inlays, Onlays – one every five years	60% after deductible
Crowns – one every five years	60% after deductible
Bridgework (Pontics & Abutments) – one every five years	60% after deductible
Partial and Complete Dentures – one every five years	60% after deductible

Benefits	
Orthodontic Services	
Orthodontic Diagnostic Services	50%
Cephalometric X-rays for Orthodontia	50%
Minor Treatment for Tooth Guidance	50%
Minor Treatment for Harmful Habits	50%
Interceptive Orthodontic Treatment	50%
Comprehensive Orthodontic Treatment	50%

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

APPENDIX 3

Schedule Of Allowances For Vision Insurance Program

	Warrensville Heights Board of Education Vision
Benefits	
Benefit Period	January 1 st through December 31 st
Dependent Age Limit	23; Removal upon Birthdate
Examinations	One per benefit period
Vision Examinations	\$60 per exam
Frames	One per two benefit periods
Basic Frames	\$60 per frame
Prescription Lenses¹	One per benefit period
Single Vision Lenses	\$50 per pair
Bifocal Lenses	\$70 per pair
Trifocal Lenses	\$90 per pair
Lenticular	\$170 per pair
Contacts In Lieu of Lenses and Frames²	One per benefit period
Medically Necessary	\$300 per pair
Cosmetic	\$105 per pair

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

¹The total benefits available for Lenses and Frames may be applied toward the cost of Lenses if no new Frames are purchased.

²Benefits available for Lenses and Frames may be used for Contact Lenses in lieu of Lenses and Frames.