11/18/2024
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24-MED-04-0581
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CONTRACT

between the

WARRENSVILLE HEIGHTS CITY SCHOOL DISTRICT BOARD OF EDUCATION

and the

WARRENSVILLE EDUCATION ASSOCIATION

Effective July 1, 2024 through June 30, 2027

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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.

The 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, including licensed social workers, 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 4417 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 4743 Richmond 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 both sides will endeavor to come to mutual agreement within forty-five (45) days. If no agreement is reached during the good faith bargaining by the time the Federal or State law/mandate must be implemented, 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 and both sides will endeavor to come to mutual agreement within 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.

For any bargaining under this provision, the Association maintains any and all rights for resolution of such bargaining that are granted it by O.R.C. 4117.

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. The date of the informal discussion shall be noted in writing on the Level II filing.

The grievant may request to the Superintendent that the immediate supervisor in the Level II procedure be replaced if the grievant reasonably believes that the immediate supervisor cannot be impartial to the grievant in determining if there has been a violation, misinterpretation or misapplication of the agreement. The Board will consider the request within (2) workdays and may approve the request. If the Board does not approve the request, the reasons for denial will be supplied. If approved, the filing will be heard by the Superintendent's designee within the Level II procedure. If the Board does not respond to the request, the grievance will automatically be moved to Level III. This request will not expand the time limit set forth in Section 1 (B).

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.

Optional Federal Mediation Conciliatory Service (FMCS) Mediation

The Association and Board may mutually agree to add a step after Level III and before Level IV. In this situation, the parties shall mutually notify FMCS and secure a FMCS mediator to convene a mediation session for the parties to explore whether an amicable resolution of the grievance is possible within two (2) weeks after the Pre-Arbitration Conference. The Association and the Board agree the grievance shall be held in abeyance if the parties agree to FMCS under this step. If either party no longer desires to mediate the matter or mediation is unsuccessful, the grievance shall be filed with AAA within two (2) weeks.

An FMCS mediation session under this step shall be held at a date/time/location which is mutually agreed upon by the Association and the Board.

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 on the District website.

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.

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. For all employees, Open House shall be included as one (1) of the five (5) functions. For High School teachers only, Graduation shall also be included as one (1) of the five (5) functions. Principals may mandate attendance at one (1) other function, which shall include curriculum nights, student plays, student programs, or athletic events. 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 Department of Education and Workforce's ("DEW") 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 DEW.

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. Resident Educator Mentor Compensation

The stipend amount for Mentors of 2 year Resident Educators will be:

1. Mentors of Year 1 Resident Educators - $1,200.00

2. Mentors of Year 2 Resident Educators - $1,025.00

Section 5. Open Positions – Vacancies and Transfers

A. Vacancies

1. All employees shall be notified through a posting on the District's website of all vacancies in existing and new certified positions which occur in the District, which the Board intends to fill. 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 District e-mail.

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. Supplemental vacancies shall be posted at the building level first via e-mail. If unfilled, vacancies shall then be posted in the District's application system. A letter of intent from a member shall be sufficient. WEA President shall receive a list of all supplemental vacancies.

B. Involuntary Transfers

1. Employees may be involuntarily transferred to a different assignment (inter or intra building) and will be notified in writing by an appropriate administrator. The member may request a conference with the appropriate administrator if necessary.

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 copying of his/her file.

C. Employees will be permitted to copy 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.

Nothing in this section shall apply to a Title IX complaint. Instead, the Title IX procedure shall prevail.

The second meeting may, by mutual agreement between WEA and the Board, be skipped.

In the case of allegations of physical abuse that involve Child Protective Services or Law Enforcement, the second meeting may be skipped.

Section 8. 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. These regulations are set forth in Appendix H of this Agreement.

Section 9. 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

Comparable evaluation shall be as follows:

1. Accomplished and Skilled
2. Developing
3. Ineffective

Section 10. 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 Eight Hundred Fifty Dollars ($850.00) 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 11. Employee Assistance Plan (EAP)

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

Section 12. 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 13. Job Descriptions

A joint committee of three (3) members of the W.E.A. and the Board shall meet at the request of the parties 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 14. 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 except if the matter is under the mutual jurisdiction of law enforcement. 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. A verbal warning shall be memorialized on the Verbal Warning "Record of Meeting" form (Appendix I) and shall not be placed in the personnel file.

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 14 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 suspend a teacher with pay and benefits pending the outcome of an investigation 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 relieved of duties with pay, he/she shall be given written reasons for the removal.

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 grievance 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 grievance is denied 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 – EMPLOYEE EVALUATION

Section 1. 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 not have the authority to negotiate wages, hours, or terms and conditions of employment.

7. Members of the committee shall receive release time for committee work and training.

8. Any administrator-approved committee work performed outside of the contractual work day shall be paid $35.00 per hour.

9. 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. The District will conduct walkthroughs in compliance with OTES.

2. The unannounced walkthroughs are typically between one (1) and thirty (30) 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. The Board shall not evaluate a teacher who was on leave from school for fifty percent (50%) or more of the school year. The Board shall not evaluate a teacher who has submitted notice of retirement and such notice has been accepted by the Board not later than December 1st of the school year the evaluation would otherwise be conducted.

3. 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 Teacher Performance Evaluation Rubric 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 DEW by the Resident Educator as evidence to assess teaching performance.

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.

F. 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 pinned by the evaluator. The evaluation report should then be pinned by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's pinning 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.

G. Professional Growth and Improvement Plans

1. Professional growth and improvement plans shall be developed as follows:

   (a) Teachers whose evaluation rating is Accomplished shall develop a self-directed professional growth plan for continuing professional growth, pursuant to the terms of this agreement.

   (b) Teachers whose evaluation rating is Skilled shall develop a mutually agreed upon professional growth plan collaboratively with his/her credentialed evaluator, pursuant to the terms of this agreement.

   (c) Teachers whose evaluation rating is Developing shall develop a mutually agreed upon professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.

   (d) Teachers whose evaluation rating is Ineffective shall have a professional improvement plan developed by their assigned evaluator with their input, pursuant to the terms of this agreement.

   (e) If an area of the evaluation is rated ineffective, but the evaluation rating is skilled or accomplished, the teacher will include in their next professional growth plan a description of means by which the teacher will improve that area found to be ineffective.

2. A professional improvement plan is an assistance program for a teacher who received an Ineffective rating on his/her final evaluation.

3. 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.

4. The evaluator shall 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.

H. 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.

I. Evaluators

1. An evaluator must be a full-time, OTES credentialed contracted employee of the Warrensville Heights City School District. The evaluator must have an administrative license. The evaluator must be a superintendent, assistant superintendent, principal, assistant principal or director of special education of the Warrensville Heights City School District. The special education director shall only evaluate special education teachers and related service providers.

2. Evaluators must be credentialed according to the Department of Education and Workforce 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.

J. OTES Training

1. Any new teacher who does not receive OTES training during the New Teacher Orientation shall receive OTES training by a credentialed evaluator and a WEA member of the OTES committee during the second staff meeting following the teacher's start date. Teachers who feel they need a refresher on OTES may also opt to attend.

2. Any teacher who needs more training on OTES may use common planning time to schedule training with a credentialed evaluator and a WEA member of the OTES committee.

Section 2. 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. 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.

3. The employee will receive 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.

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.

ARTICLE VI – 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. shall be given two (2) hours of time, which will be a member only meeting.

The W.E.A. will also have two (2) hours 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.

Violations of the Student Code of Conduct will generally be handled with a referral form.

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 violations(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.

Emergency Removal:

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 and repetitive disruption of the learning environment after the Teacher's classroom management plan consequences have been exhausted. For Students with disabilities, the IEP team will also be informed of the repetitive issue.

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. The student may be returned to the classroom after the student has been de-escalated, and the consequence has been determined. 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. 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-three (183) employee workdays in the school year.

2. On days in which school is delayed or cancelled in a building or district-wide due to a calamity or other emergency situation, employees in the affected building are not required to report to work while the school is not open. 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.

3. Any time new curriculum is implemented, the Board shall provide instruction on the new curriculum to all teachers who need to use it. Teachers who did not receive instruction on the new curriculum during the initial rollout but who need to use it because they are new to the district or have been moved to teach the subject material, shall be provided training on such curriculum during their common planning time during the school day.

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 meet at least once per year. 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.

The calendar shall also generally include the following noted days as non-work days which as a result are not included in the 183 work days for salary purposes.

1. NEOEA Day

2. Martin Luther King, Jr. Day

3. President's Day

4. Memorial Day

5. Labor Day

6. Thanksgiving Day

7. The Day after Thanksgiving Day

8. All days between and including Christmas Eve and New Years Day which shall be part of Winter Break

9. Good Friday

10. Spring Break

Nothing in this Section shall be construed as making the holidays listed above paid holidays.

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 the District shall be eight (8) hours. The Board may add to the school day only to meet Ohio minimum requirements for a school year's student contact hours under R.C. 3313.48 and 3317.01.

The school day shall be arranged according to the following:

WECC	
Start Time	8:00 a.m.
Teacher/Classroom based Plan Time	8:00 a.m. – 8:45 a.m.
Instruction	8:45 a.m. – 3:45 p.m.
End Time	4:00 p.m.
Staff Meeting	4:00 p.m. – 5:00 p.m. twice a month

WHES	
Start Time	8:00 a.m.
Teacher/Classroom based Plan Time	8:00 a.m. – 8:45 a.m.
Instruction	8:45 a.m. – 3:45 p.m.
End Time	4:00 p.m.
Staff Meeting	4:00 p.m. – 5:00 p.m. twice a month

WHMS	
Start Time	7:30 a.m.
Instruction	7:45 a.m. – 2:45 p.m.
Teacher/Classroom Based Plan Time	2:45 p.m. – 3:30 p.m.
End Time	3:30 p.m.
Staff Meeting	3:30 p.m. – 4:30 p.m. twice a month

WHHS	
Start Time	7:45 a.m.
Instruction	8:00 a.m. – 3:00 p.m.
Teacher/Classroom based Plan Time	3:00 p.m. – 3:45 p.m.
End Time	3:45 p.m.
Staff Meeting	3:45 p.m. – 4:45 p.m. twice a month

TBT/Data/etc. meetings will be held during common planning periods during the school day.

Teacher/Classroom based (TCB) plan time shall be defined as an uninterrupted, self-directed autonomous planning period of at least 45 minutes in length each work day. TCB plan time shall consist of work activities including but not limited to lesson preparation, grading, calling parents, meeting with students, meeting with parents, and meeting with other teachers. This work shall be inside the building.

The Board shall have the right to adjust the school day by fifteen (15) minutes based on the operational needs of the District (District and Charter School Transportation requirements according to State mandate). Such change shall not increase a teacher's day beyond 8 hours, and shall consist of moving each time in the above list by the same increment of time in the same direction.

In the event that the State mandates a change in the annual required instructional time, the Board and the Association will meet and confer to determine implementation of the mandate within the school day.

The employees in Pre-K- 12 shall have no less than forty (40) consecutive minutes of uninterrupted, duty free lunch.

B. In case student hours are altered, employees may be required to observe the normal school day.

C. All employees may voluntarily 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 no more than 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. Scheduled in-service and other professional meetings. (These are compensated at the hourly rate, i.e., Science of Reading, Dyslexia training, or similar DEW mandated trainings.)

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. There shall not be a staff meeting the same week as parent-teacher 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 (5^{th}) 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 (2^{nd}) through the fourth (4^{th}) 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 (5^{th}) 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 (5^{th}) week of the semester.

If the actual student attendance does not qualify during the fifth (5^{th}) 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 (5^{th}) week, the actual student attendance becomes higher than the fifth (5^{th}) 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
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.

D. Remote Learning

1. The District may create a Virtual Academy to allow students to engage in instruction remotely while at home. Positions shall be posted and awarded pursuant to the parties' collective bargaining agreement.

2. Teachers shall be provided with school computers and other essential equipment to perform their duties.

3. Teachers shall not be held accountable for any student computer interference.

4. Teachers shall not be responsible if technology problems arise but will work with the Technology Department as needed and will work to alter lesson plans and activities as needed.

5. The Superintendent shall determine when remote instruction shall be implemented and will meet with W.E.A. to confer regarding the plan.

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 (4^{th}) 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. Conflicts with Teacher/Classroom Based (TCB) Planning Periods:

1. If the employee works a supplemental that conflicts with their TCB planning period, then they may take the TCB planning period at a different time during the day outside of regularly scheduled hours within the building.

2. If a meeting must be scheduled due to parent availability during an employee's TCB planning period, such as an IEP meeting, then the employee shall either be provided 45 minutes of other time during the regular work day for TCB planning, or shall be paid the spot sub rate for one whole class period if their Supervisor fails to arrange other time for the TCB planning period. Efforts will be made to ensure IEP meetings are not routinely scheduled during the TCB planning period.

B. Each secondary school employee (6-12) shall be scheduled for at least one (1) common preparation/conference period or its equivalent per day. Common preparation/conference time shall be scheduled during the normal school day and is in addition to the TCB planning period. Common preparation/conference time shall not be scheduled during the employee's normal lunch period.

C. Each elementary school employee (Pre-K-5) shall be scheduled for at least one (1) common forty-five (45) minute preparation/conference period per day. Common preparation/conference time shall not be scheduled during the employee's normal lunch period. (Pre-K-5) 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 common preparation/conference time will be managed by the school building principal in accordance with Department of Education and Workforce (DEW) ratio requirements and student IEP requirements under federal and state law.

D. Individualized Educational Plan (IEP)

1. Each Intervention Specialist shall be afforded up to two (2) full days of release time each year to draft IEP documents at a time agreed upon between the Intervention Specialist and the building Principal:

The request for the release day shall be made at least ten (10) work days in advance via e-mail. This release time shall be taken in either half or full day increments. For an Intervention Specialist to have adequate space and computer access, the principal may permit the Intervention Specialist to write the IEP at another location.

2. The employer shall annually provide training and/or staff development programs for employees whose duties are impacted by an IEP and/or special needs student.

3. Regular classroom teachers will follow the IEP of students with disabilities in making the necessary classroom accommodations and/or modifications. Both the regular education classroom teacher(s) and Intervention Specialist will be afforded the opportunity to attend IEP meetings and/or provide input with regard to the IEP, change of placement, or exit IEPs for students in their class.

4. Consideration of class size will be given to the regular classroom teacher for students with IEPs or 504s that require special accommodations or modifications.

5. Teachers will not be required to provide medical assistance that is normally provided by a physician.

6. Regular education teachers with the responsibility for the implementation of a student's IEP shall have access to the IEP. They shall be advised by the Intervention Specialist or therapist assigned to that student and/or accommodations/modifications for which they are responsible. Questions pertaining to the implementation of the IEP should be directed to the Intervention Specialist assigned to that student and/or the building administrator. Every effort will be made to arrange teacher schedules to facilitate planning for collaborative teaching situations.

7. With respect to IEP development, the following procedures will be followed:

    a. Regular education teachers and Intervention Specialists responsible for the implementation of goals and objectives on an IEP will be notified of IEP meetings to provide opportunity for input on goals and objectives on current and new IEPs.

    b. For an IEP review of a student, the Intervention Specialist assigned to that student will make every effort to schedule meetings at a time convenient to all team members including the regular education teacher with the most knowledge about the student.

c. Upon completion of the IEP, the Intervention Specialist assigned to that student and/or the building administrator will ensure that the student's regular education teacher(s) for the current or upcoming school year have access to that student's IEP and are made aware of the location of other relevant materials (i.e., special education binder, ETR (Evaluation Team Report) etc.).

d. Opportunities such as workshops/conferences shall be afforded to regular classroom teachers and Intervention Specialists responsible for implementing IEPs.

e. The administration shall communicate legal updates and other information regarding special education issues and procedures to all Intervention Specialists.

8. Professional development for regular education teachers on instruction of special education students will be incorporated into annual professional development presentations.

9. Each Intervention Specialist who writes an IEP for someone who is on an approved leave shall be paid Thirty-Five Dollars ($35) per hour for a maximum of three (3) hours.

E. Reading Improvement Monitoring Plan (RIMP) and Math Improvement Monitoring Plan (MIMP)

Teachers that have RIMPs and/or MIMPs on their caseload per school year shall be provided sufficient time during their common planning period to complete RIMPs and/or MIMPs

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 compensation for spot substitution as follows:

$35.00 for one whole class per period for secondary or per hour for elementary
$17.50 for one-half the class per period for secondary or per hour for elementary
$11.67 for one-third of the class per period for secondary or per hour for elementary
$ 8.75 for one-fourth of the class per period for secondary or per hour for elementary

Spot pay shall not exceed $210.00 per absent teacher per day. To receive spot pay the member will receive at least one quarter of the class being placed.

Payment for spot substitution shall be made bi-weekly.

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.

Except in urgent circumstances, spot substitution shall be voluntary on the part of the member. A list shall be compiled at the beginning of each semester that will reflect all of the teachers that are willing to participate in spot substitution.

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.

A. Visitors to the building will be required to sign in. Visitors must be escorted to classrooms. Teachers must be notified of a visitor and provide permission to come to their classroom.

B. This provision is a mutual commitment to building security and scholar and staff safety. Concerns over violations of this provision or any other safety concerns should be presented to the JPC for resolution.

C. At the beginning of each school year, in each school building, teachers shall be informed of the procedures that will be used by the principal or his/her designee to deal with a pupil referred to the office for disciplinary reasons.

D. All employees shall be provided with a copy of the Board-adopted student discipline policy. Employees shall be notified of the individual who should be contacted in cases of emergency in the absence of the building principal.

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.

ARTICLE VII – 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**.**

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 full-time member who does not use sick leave, deduct days, or personal leave days during any of the specified periods of time below shall receive a perfect attendance incentive payment as follows:

1st Grading Period	$250.00 paid the second pay after the grading period
2nd Grading Period	$250.00 paid the second pay after the grading period
3rd Grading Period	$250.00 paid the second pay after the grading period
4th Grading Period	$250.00 paid the second pay in June

Perfect attendance for the whole year shall result in an additional $700.00 stipend. Perfect attendance payments shall be paid on the second regularly scheduled pay date in June.

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 one hundred twenty (120) 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, father-in-law, mother-in-law, 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) unrestricted 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. Three (3) personal leave days shall be unrestricted.

D. Unused personal leave days shall be placed in the employee's sick leave balance.

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 employee may not use personal leave for the purpose of gainful employment.

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.

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.

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 the FMLA Leave for a purpose other than those contained in this Article VI, Section 7.D.

E. Unpaid Leave Under Contract

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

2. Intermittent leave shall be administered according to FMLA guidelines.

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 or 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.

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. Sick Leave Bank forms shall be located in Appendix J.

B. ELIGIBILITY 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 ten (10) 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 thirty (30) 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 members of the committee 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).

Section 14. Employee Attendance Policy

A. Consistent attendance of employees is crucial to the operations of the District. If an employee knows that he or she will be tardy for work, he/she should inform his/her immediate supervisor at the earliest available opportunity so that the District can locate a substitute and/or rearrange other employees' schedules and duties. At the very latest, an employee would enter into the District absence software for his/her intended use of a leave of absence, within two (2) hour of the beginning of the employee's scheduled work day. Absent extenuating circumstances (i.e., weather conditions or sudden unforeseen illnesses), failure to provide advanced notice of a leave of absence or notice of an anticipated tardy will result in the implementation of discipline against the employee. Discipline under this provision may be appealed for review by the Superintendent.

B. Principles.

The Board and WEA believe that sick leave and personal leave are valuable benefits for employees. The parties believe that employees also have a responsibility to report to work daily and timely.

C. Attendance Investigation.

The following constitutes instances of absenteeism that may be investigated:

1. Instances of absence without leave (AWOL) or failure to report off.

2. Fraudulent or inappropriate use of sick leave where the Board has evidence that suggests such might have occurred.

3. Excessive absenteeism which is triggered when a teacher has used 10 days of leave in a school year without applying for FMLA.

4. Excessive tardiness or leaving work early without prior approval by the employee's supervisor.

5. Patterns of use of sick leave that suggest fraudulent or inappropriate use of sick leave may be occurring. Such patterns shall not include use of FMLA. Such patterns shall include multiple instances of use of leave to extend holidays or other paid days off, or patterns of multiple instances of taking the same day off (e.g. Fridays, Mondays, or both).

D. If an investigation is triggered, the Board may request documentation supporting such absence, however, the Board acknowledges that the employee may not have gone to the doctor for some sicknesses in the case of sick leave usage. Therefore, the Board may also notify the employee that they will be requesting documentation from the employee for all future sick leave absences for the remainder of that school year. If the employee provides documentation for all sick leave usage taken in that time period, then the investigation shall be closed and the employee shall not be subject to discipline.

E. Should an attendance investigation demonstrate improper use of leave or unapproved leave, then progressive discipline shall be followed as established in Article IV, Section 14.

Section 15. Other Provisions

The following provisions shall also apply:

A. Employees are entitled to leave according to the CBA, and such leave should be used appropriately.

B. The Board shall be responsible for properly tracking and deducting accumulated and used leave days.

ARTICLE VIII – W.E.A. PRIVILEGES

Section 1. W.E.A. Meeting Night

The fourth (4^{th}) 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. 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/he 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. If the employee is opting into the retirement incentive set forth in Article X, Section 6, B, the employee may coordinate with the Treasurer best options pursuant to the IRS regulations for payout.

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 5. 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 6. Fair Share Fee

This section is null and void as a matter of law based on the Supreme Court decision in *Janus v. AFSCME, Council 31,* 585 U.S. 2018, and will not be implemented, but is preserved in Appendix K should the law change in future years.

Section 7. 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 IX – 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 Anthem. The Board agrees to maintain the coverage in the Anthem plan at equal to or better than the coverage in effect in that Anthem 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 in Appendix 2.

In order to qualify for the above coverage, the employee must work the equivalent of two and one-half (2 ½) or more workdays per week.

Section 5. Life Insurance

The Board shall purchase group term life insurance for each employee in the amount of their current full annual salary for the current school year, 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. Such spouses shall not be eligible for single coverage under this Agreement. 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 X – COMPENSATION

Section 1. Salary Schedule

A. The salary schedule is attached as Appendix G and shall reflect the below base increases.

2024 - 2025: 3.00% increase on the base. The base salary shall be Step 0.
2025 - 2026: 2.50% increase on the base.
2026 - 2027: 2.50% increase on the base.

Employees shall be advanced one step on the salary schedule at the beginning of each school year.

The salary schedules shall reflect the above base increases.

The supplemental salary schedules shall reflect the above increases.

The salary schedules shall also reflect the increase in teacher work day to an 8 hour work day.

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 two thousand dollars ($2,000) 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 three thousand five hundred dollars ($3,500) non-indexed longevity payment. These payments will be paid the first pay in June. This amount shall be included for retirement purposes.

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 a bank holiday, 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 shall, 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.

Electronic copies of transcripts that are sent from the educational institution to the Human Resources Office are acceptable.

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.

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**:**

This calculation applies to WEA members with 15 or more years of experience at WHCSD:

Total accumulated sick days will determine the percentage of unused sick days paid out in the severance calculation as follows, with a cap of 300 days:

Ranges for total accumulated unused sick days

from 275 unused sick days to 300 unused sick days	55%
from 225 unused sick days to 274 unused sick days	50%
from 150 unused sick days to 224 unused sick days	40%
from 75 unused sick days to 149 unused sick days	30%

from 0 unused sick days to 74 unused sick days 25%

Calculation example						
Data: WEA member has 257 unused sick days						
Data: WEA member (MA+45, step 18)						
Step 1: enter total accumualted unused sick days				257	days	
Step 2: select percentage range from above				50%		
Step 3: multiple unused accumulated sick days by range %						
	Result: Accumulated Payout Days			128.50	days	
Step 4: enter your daily rate (salary from WEA salary chart)/183 days						
	MA+45, Step 18 102,659 (102,659 / 183 days)			$560.98		
Step 5: multiply step 3 x step 4				$72,085.93	Total Payout	
	(128.50 accumulated payout days x daily rate $560.98)					

For WEA Employees with 10 to 14 years of service at WHCSD: 85% of the calculation above.

For WEA employees with 5 to 9 years of service at WHCSD: 50% of the calculation above.

For WEA employees with 4 or less years of service at WHCSD: 25% of the calculation above.

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

Receipt of severance under this provision shall extinguish all sick leave accumulation.

Section 6. STRS Plan and Retirement Incentive

A. 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 "pick-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.

B. Retirement Incentive Plan

1. For any WEA member who retires during the term of this Agreement (July 1, 2024 – June 30, 2027) in their first year of eligibility for full STRS benefits, or who opts to retire while eligible for STRS early retirement benefits, they will be entitled to a retirement incentive of $50,000.00 Notice must be provided to the Board no later than October 1 of the school year that will conclude with the employee's retirement. Use of this incentive will be in lieu of the retirement incentive set forth in Article X, Section 7.

2. For any WEA member who was eligible to retire with full STRS benefits prior to July 1, 2024, and has not yet provided notice of retirement, they will be eligible for a retirement incentive payment as follows:

July 1, 2024 – June 30, 2025: $50,000.00

July 1, 2025 – June 30, 2026: $40,000.00

July 1, 2026 – June 30, 2027: $30,000.00

Notice must be provided to the Board no later than October 1 of the school year that will conclude with the employee's retirement. Use of this incentive will be in lieu of the retirement incentive set forth in Article X, Section 7.

3. For either #1 or #2 above, payment shall be made in one lump sum within the first sixty (60) days of the following calendar year, or the employee retiring may opt to work with the Treasurer to arrange alternative means of payment.

Section 7. Retirement Notification Incentive

This section, Section 7 of Article X, shall be suspended from July 1, 2024 through June 30, 2027.

This section, Section 7 of Article X, shall go back into effect on July 1, 2027.

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 positions that the Board intends to fill and new supplemental positions which occur in the District. The notification shall be accomplished by posting through District email. 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. The pay shall be paid in a separate check.

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.

Section 12. Tuition Reimbursement

Tuition reimbursement shall be made available as follows:

$30,000.00 per year with $800.00 per applicant/per year on a first come first served basis. The reimbursement will be paid for classes in the applicant's area of licensure, language arts, classroom and student management, and special education/differentiated instruction. This

request shall first be submitted to the LPDC Committee. Courses shall be approved in advance by the Superintendent or designee. A passing grade according to the college or university standards is a pre-requisite to reimbursement.

ARTICLE XI – EMPLOYEE DRESS CODE FOR CERTIFIED STAFF

While fashion does not make the employee, it gets respect from the students. It is the belief of the Warrensville Heights City School District that all certified staff serve as role models for the students and as representative of the WHCSD. Consistent with these roles, certified staff shall dress appropriately relative to their specific job duties. Dressing for success has three main effects for employees:

1. Maintain respect
2. Establish credibility
3. Establish yourself as an authority figure

Dressing for success will help obtain the respect and credibility necessary from students and parents. Students will tend to model the behavior and appearance they see in the classroom. An effective employee will dress appropriately to model success. Respect in the school environment begins with an employee's appearance and he/she should strive to be a positive role model for each student.

An employee's dress may not be so unusual, inappropriate, or lacking in cleanliness that it disrupts the educational environment.

ARTICLE XII - SCOPE, EFFECTS AND DURATION

Section 1. Amendment

The parties may voluntarily agree to amend the Contract. Any amendment shall be only by mutual consent, 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 2. 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 3. Effective Date of Contract

This Contract shall become effective on July 1, 2024, except where individual items specify otherwise. This Contract shall continue in full force and effect through June 30, 2027, 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

Board President

Superintendent

Treasurer

FOR THE W.E.A.

President

Vice President

OEA Labor Relations Consultant

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.

_____

_____

Brief Description of Facts Leading to the Grievance (Include Specifics):

_____

_____

_____

Relief sought: _____

_____

_____

_____

Signature of Grievant _____

Date _____

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

Date _____

APPENDIX B

Warrensville Heights City Schools

EMPLOYEE ABSENCE AND ATTENDANCE VARIATION FORM

(This 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 _____

☐ Administrator	☐ Secretary/Bookkeeper/Payroll	☐ Custodians/Maintenance
☐ Teacher/Counselor	☐ Educational Assistant/Aides	☐ Bus Drivers/Transportation
☐ Psychologist/Speech	☐ Food Service	☐ Other

Reason for Absence or Attendance Variation

* ☐ **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 <u>while on school board property</u> 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 _____

☐ **Vacation Days:** Current Year Entitlement_____

From _____ To _____ Total Days _____

Days used this 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

☐ **Change of Previous Action**

_____
_____
_____
_____
_____
_____
_____
_____
_____

AESOP#_____

(For Teachers Only)

Modification of Worksite Substitute Information:

Substitute Required? Yes ☐ No ☐

Change to Program/Funding Source: _____

Change authorized by_____

I certify that this absence or modification of worksite was due to the reason checked and as explained or clarified. I request that this 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 _____

For Superintendent or Designee Only

Deduct from Pay_____ Charge to Sick Leave_____ Personal Leave_____
Charge to Vacation_____ Change of Worksite_____ Other_____

Superintendent/Designee Signature_____ Date_____

Tabulated by Treasurer_____

*see back for selected information. See policy/contract books for details.

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.

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 Variation Form will result in disciplinary action up to and including termination.
4. The building principal or supervisor signs to verify (or, under certain circumstances, verify and authorize) the absence.
5. When the absence is foreseeable, this form is to be filed as soon as possible, in advance of the absence.
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 form.
7. Falsification of a statement is grounds for suspension or termination of employment.
8. After the absence or attendance variation is certified and authorized by the appropriate administrator, the forms will be distributed: white to the 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. Attached a copy of the form with the authorization of the previous action.

Certification of Sick Leave

1. An employee, upon proper 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.

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 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 illness, 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, sister, brother-in-law, sister-in-law, aunt, uncle, and grandchildren.

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, grandparent, brother, sister 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 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:
   a. Religious Holiday
   b. Court Appearance
   c. Personal business which cannot be attended to at any other time
   d. Emergency – to protect life, health or property (provide an explanation).

Certification of Modification of Worksite

1. An employee, upon proper 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 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.

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 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.

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 leave.
2. When medical attention is required, a certification 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 restriction are contained in the contracts with the employee bargaining units.

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.

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 category.
2. The employee shall provide a clear explanation. Documents supporting the request are to be attached to this form at the time the request is made.
3. Normally, authorization for absences under this category must be received before the date of the absence.

NOTE: AESOP number is required on all submission requests.

APPENDIX C

FMLA FORMS

(See the following eight pages for forms.)

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

U.S. Department of Labor
Wage and Hour Division

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

OMB Control Number: 1235-0003
Expires: 5/31/2018

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: _____

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

Employee's essential job functions: _____

_____

Check if job description is attached: _____

SECTION II: For Completion by the EMPLOYEE

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

Your name: _____
First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b). Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

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

PART A: MEDICAL FACTS

B. Approximate date condition commenced: _____

Probable duration of condition: _____

Mark below as applicable:

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

_____

Date(s) you treated the patient for condition:

_____

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

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

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

_____

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

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

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

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

_____

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

_____

_____

_____

_____

_____

_____

PART B: AMOUNT OF LEAVE NEEDED

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

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

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

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

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

_____

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

_____ hour(s) per day;_____days per week from_____through _____

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

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

_____

_____

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

Frequency:_____times per_____week(s)_____month(s)

Duration:_____hours or____day(s) per episode

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

_____

_____

_____

_____

_____

Signature of Health Care Provider **Date**

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

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

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

U.S. Department of Labor
Wage and Hour Division

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

OMB Control Number: 1235-0003
Expires: 5/31/2018

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: _____

SECTION II: For Completion by the EMPLOYEE

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

Your name: _____
First Middle Last

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

Relationship of family member to you: _____

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

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

_____

_____

_____

_____ _____
Employee Signature Date

CONTINUED ON NEXT PAGE

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. § 1635.3(e). Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address:_____

Type of practice / Medical specialty: _____

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

PART A: MEDICAL FACTS

- Approximate date condition commenced: _____

Probable duration of condition: _____

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

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

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

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

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

_____

_____

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

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

_____

_____

_____

_____

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

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

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

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

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

   _____

   _____

   _____

   _____

   _____

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

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

   _____

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

   _____

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

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

   _____ hour(s) per day;_____days per week from_____through _____

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

   _____

   _____

   _____

   _____

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

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

   Frequency:_____times per_____week(s)_____month(s)

   Duration:_____hours or____day(s) per episode

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

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

_____

_____

_____

_____

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

_____

_____

_____

_____

_____

_____

_____ _____

Signature of Health Care Provider **Date**

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

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

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 _____

Name 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 E

Warrensville Heights City Schools
4743 Richmond Road
Warrensville Heights, Ohio 44128

Future Employment Intent Form

Name _____ Date _____
(Print)

Name _____ School _____
(Signature)

Please check one of the following and leave this slip with your building principal. If you have any questions, ask your principal.

_____ I am planning to teach in Warrensville during the 2023-2024 School Year.

_____ I am not planning to teach in Warrensville during the 2023-2024 School Year.

_____ I cannot say definitely because _____
_____
_____

_____ Transfer requested – Be very specific

Building _____

Subject(s) _____

Grade Level _____

_____ Resignation

_____ Re-appointment to same position

_____ Consideration for the following supplemental position(s):

_____
_____

Summer Mailing Address: Name _____

Address _____

City, State, Zip _____

Phone(s) _____

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

SALARY SCHEDULE
INDEX

Step	BA	BA+10	BA+20	MA	MA+15	MA+30	MA+45
0	1.000	1.069	1.095	1.137	1.173	1.200	1.226
1	1.025	1.069	1.095	1.137	1.173	1.200	1.226
2	1.050	1.097	1.125	1.168	1.206	1.234	1.262
3	1.100	1.154	1.185	1.231	1.272	1.303	1.334
4	1.150	1.211	1.245	1.294	1.338	1.372	1.406
5	1.200	1.268	1.305	1.357	1.404	1.441	1.478
6	1.250	1.325	1.365	1.420	1.470	1.510	1.550
7	1.300	1.382	1.425	1.483	1.536	1.579	1.622
8	1.350	1.439	1.485	1.546	1.602	1.648	1.694
9	1.400	1.496	1.545	1.609	1.668	1.717	1.766
10	1.450	1.553	1.605	1.672	1.734	1.786	1.838
11	1.500	1.610	1.670	1.740	1.800	1.860	1.910
12	1.550	1.670	1.730	1.800	1.870	1.920	1.980
13	1.600	1.720	1.790	1.860	1.930	1.990	2.050
14	1.650	1.780	1.850	1.920	2.000	2.060	2.130
15	1.700	1.840	1.910	1.990	2.060	2.130	2.200
16	1.750	1.900	1.970	2.050	2.130	2.200	2.270
17	1.800	1.950	2.030	2.110	2.200	2.270	2.340
18	1.850	2.010	2.090	2.180	2.260	2.340	2.410

SALARY SCHEDULE
2024 - 2025

Step	Schedule A BA	Schedule B BA+10	Schedule C BA+20	Schedule D MA	Schedule E MA+15	Schedule F MA+30	Schedule G MA+45
0	47,863						
1	49,060	51,166	52,410	54,420	56,143	57,436	58,680
2	50,256	52,506	53,846	55,904	57,723	59,063	60,403
3	52,649	55,234	56,718	58,919	60,882	62,365	63,849
4	55,042	57,962	59,589	61,935	64,041	65,668	67,295
5	57,436	60,690	62,461	64,950	67,200	68,971	70,742
6	59,829	63,418	65,333	67,965	70,359	72,273	74,188
7	62,222	66,147	68,205	70,981	73,518	75,576	77,634
8	64,615	68,875	71,077	73,996	76,677	78,878	81,080
9	67,008	71,603	73,948	77,012	79,835	82,181	84,256
10	69,401	74,331	76,820	80,027	82,994	85,483	87,972
11	71,795	77,059	79,931	83,282	86,153	89,025	91,418
12	74,188	79,931	82,803	86,153	89,504	91,897	94,769
13	76,581	82,324	85,675	89,025	92,376	95,247	98,119
14	78,974	85,196	88,547	91,897	95,276	98,598	101,948
15	81,367	88,068	91,418	95,247	98,598	101,948	105,299
16	83,760	90,940	94,290	98,119	101,948	105,299	108,649
17	86,153	93,333	97,162	100,991	105,299	108,649	111,999
18	88,547	96,205	100,034	104,341	108,170	111,999	115,350

SALARY SCHEDULE
2025 - 2026

Step	Schedule A BA	Schedule B BA+10	Schedule C BA+20	Schedule D MA	Schedule E MA+15	Schedule F MA+30	Schedule G MA+45
0	49,060						
1	50,287	52,445	53,720	55,781	57,547	58,872	60,148
2	51,513	53,819	55,193	57,302	59,166	60,540	61,914
3	53,966	56,615	58,136	60,393	62,404	63,925	65,446
4	56,419	59,412	61,080	63,484	65,642	67,310	68,978
5	58,872	62,208	64,023	66,574	68,880	70,695	72,511
6	61,325	65,005	66,967	69,665	72,118	74,081	76,043
7	63,778	67,801	69,911	72,756	75,356	77,466	79,575
8	66,231	70,597	72,854	75,847	78,594	80,851	83,108
9	68,684	73,394	75,798	78,938	81,832	84,236	86,640
10	71,137	76,190	78,741	82,028	85,070	87,621	90,172
11	73,590	78,987	81,930	85,364	88,308	91,252	93,705
12	76,043	81,930	84,874	88,308	91,742	94,195	97,139
13	78,496	84,383	87,817	91,252	94,686	97,629	100,573
14	80,949	87,327	90,761	94,195	98,120	101,064	104,498
15	83,402	90,270	93,705	97,629	101,064	104,498	107,932
16	85,855	93,214	96,648	100,573	104,498	107,932	111,366
17	88,308	95,667	99,592	103,517	107,932	111,366	114,800
18	90,761	98,611	102,535	106,951	110,876	114,800	118,235

SALARY SCHEDULE
2026 - 2027

Step	Schedule A BA	Schedule B BA+10	Schedule C BA+20	Schedule D MA	Schedule E MA+15	Schedule F MA+30	Schedule G MA+45
0	50,287						
1	51,544	53,757	55,064	57,176	58,987	60,344	61,652
2	52,801	55,165	56,573	58,735	60,646	62,054	63,462
3	55,316	58,031	59,590	61,903	63,965	65,524	67,083
4	57,830	60,898	62,607	65,071	67,284	68,994	70,704
5	60,344	63,764	65,625	68,239	70,603	72,464	74,324
6	62,859	66,630	68,642	71,408	73,922	75,933	77,945
7	65,373	69,497	71,659	74,576	77,241	79,403	81,566
8	67,887	72,363	74,676	77,744	80,560	82,873	85,186
9	70,402	75,229	77,693	80,912	83,879	86,343	88,807
10	72,916	78,096	80,711	84,080	87,198	89,813	92,428
11	75,431	80,962	83,979	87,499	90,517	93,534	96,048
12	77,945	83,979	86,997	90,517	94,037	96,551	99,568
13	80,459	86,494	90,014	93,534	97,054	100,071	103,088
14	82,974	89,511	93,031	96,551	100,574	103,591	107,111
15	85,488	92,528	96,048	100,071	103,591	107,111	110,631
16	88,002	95,545	99,065	103,088	107,111	110,631	114,151
17	90,517	98,060	102,083	106,106	110,631	114,151	117,672
18	93,031	101,077	105,100	109,626	113,649	117,672	121,192

SUPPLEMENTAL SALARY SCHEDULE
2024 – 2027

3% increase FY25				
2.5% increase FY26 and FY27				
		3% increase	2.5% increase	2.5% increase
	FY 2024	FY 2025	FY 2026	FY 2027
AD HS / Faculty Mgr	9,007	9,277	9,509	9,747
Cheerleader Advisor HS (year)	3,445	3,548	3,637	3,728
Cheerleader Advisor MS (year)	1,378	1,419	1,455	1,491
Class Advisor 09	574	591	606	621
Class Advisor 10	574	591	606	621
Class Advisor 11	919	946	970	994
Class Advisor 12	1,378	1,419	1,455	1,491
Dept Head ELA	1,608	1,656	1,697	1,740
Dept Head Social Studies	1,608	1,656	1,697	1,740
Dept Head Math	1,608	1,656	1,697	1,740
Dept Head Unified Arts	1,608	1,656	1,697	1,740
Dept Head Science / Health	1,608	1,656	1,697	1,740
Dept Head Special Education	1,608	1,656	1,697	1,740
Drama HS	4,594	4,731	4,850	4,971
Drama ES (mou 1/2 of Drama)		2,366	2,425	2,485
Chess Club HS	1,148	1,183	1,212	1,243
Chess Club MS	1,148	1,183	1,212	1,243
Drill / Dance Team Advisor MS	804	828	849	870
Faculty Manager MS	3,215	3,312	3,395	3,480
Junior National Honor Society	861	887	909	932
HS Marching Band Director	4,503	4,639	4,755	4,873
HS Band Auxiliary	1,689	1,739	1,783	1,828
HS Concert Band Director	2,871	2,957	3,031	3,107
MS Band	1,723	1,774	1,819	1,864
School Paper HS	1,723	1,774	1,819	1,864
School Paper MS	1,723	1,774	1,819	1,864
NHS	976	1,005	1,031	1,056
Student Council HS	2,067	2,129	2,182	2,237
Student Council MS	1,723	1,774	1,819	1,864
MS Team Leader 6th Grade	1,378	1,419	1,455	1,491
MS Team Leader 7th Grade	1,378	1,419	1,455	1,491
MS Team Leader Special Ed	1,378	1,419	1,455	1,491
MS Team Leader 8th Grade	1,378	1,419	1,455	1,491
Elementary Special Ed Team Leader		1,774	1,818	1,864
Elementary Fine Arts (lower)	1,723	1,774	1,819	1,864

Elementary Fine Arts (upper)	1,723	1,774	1,819	1,864
Coaching Supplementals				
Baseball HS Head Coach	4,594	4,731	4,850	4,971
Baseball HS Asst. Coach	3,675	3,785	3,880	3,977
Baseball MS Coach	3,215	3,312	3,395	3,480
Basketball Boys HS Head Coach	5,742	5,914	6,062	6,214
Basketball Boys HS JV Coach	3,675	3,785	3,880	3,977
Basketball Boys HS F Coach	3,675	3,785	3,880	3,977
Basketball Boys MS Coach	3,445	3,548	3,637	3,728
Basketball Girls HS Head Coach	5,742	5,914	6,062	6,214
Basketball Girls HS JV Coach	3,675	3,785	3,880	3,977
Basketball Girls HS F Coach	3,675	3,785	3,880	3,977
Basketball Girls MS Coach	3,445	3,548	3,637	3,728
Cross Country HS Coach	3,215	3,312	3,395	3,480
Football HS Head Coach	6,890	7,097	7,274	7,456
Football HS Asst. Coach	4,594	4,731	4,850	4,971
Football HS Asst. Coach	4,594	4,731	4,850	4,971
Football HS Asst. Coach JV	4,594	4,731	4,850	4,971
Football HS Asst. Coach JV	4,594	4,731	4,850	4,971
Football 7&8 Head Coach	3,904	4,022	4,122	4,225
Football 7&8 Asst. Coach	3,215	3,312	3,395	3,480
Softball HS Head Coach	4,594	4,731	4,850	4,971
Softball HS Assist. Coach	3,675	3,785	3,880	3,977
Softball MS Head Coach	3,215	3,312	3,395	3,480
Track HS Boys Head Coach	4,594	4,731	4,850	4,971
Track HS Girls Head Coach	4,594	4,731	4,850	4,971
Track HS Asst. Coach	3,675	3,785	3,880	3,977
Track HS Asst. Coach	3,675	3,785	3,880	3,977
Track Head Coach MS	3,215	3,312	3,395	3,480
Track Head Asst. Coach MS	3,215	3,312	3,395	3,480
Volleyball HS Head Coach	4,594	4,731	4,850	4,971
Volleyball HS JV Asst. Coach	3,675	3,785	3,880	3,977
Volleyball 7&8 Coach	3,215	3,312	3,395	3,480
Wrestling HS Head Coach	3,904	4,022	4,122	4,225
Wrestling HS JV Coach	3,675	3,785	3,880	3,977
Wrestling MS Coach	3,215	3,312	3,395	3,480
Golf Coach MS	1,576	1,623	1,664	1,706
Pre-K SUTQ Leader	1,351	1,392	1,426	1,462
ACE Coordinator	1,576	1,623	1,664	1,706
Vocal Music MS	1,723	1,774	1,819	1,864
Vocal Music HS	2,297	2,366	2,425	2,485

Yearbook HS	3,445	3,548	3,637	3,728
Yearbook MS	1,723	1,774	1,819	1,864
Technology Liaison HS	574	591	606	621
Technology Liaison MS	574	591	606	621
Technology Liaison ECC	574	591	606	621
Technology Liaison ES	574	591	606	621
Club Advisor (up to 3)	563	580	594	609
(so long as there are at least 15 student members)				
Basketball Boys Asst Varsity Coach	3,675	3,785	3,880	3,977
Basketball Girls Asst Varsity Coach	3,675	3,785	3,880	3,977
Culturally Responsive Advisor	1,351	1,391	1,426	1,461
E-Sports Advisor	4,503	4,639	4,755	4,873
Assistant E-Sports Advisor	3,602	3,711	3,804	3,899
MS Baseball Assistant Coach		2,570	2,634	2,700
MS Football Assistant (addition to current position)	3,215	3,312	3,395	3,480
HS Football Assistant Coaches (x2)	4,594	4,731	4,850	4,971
MS Football Assistant (addition to current position)	3,215	3,312	3,395	3,480
HS Track Assistant Coach (Addition to current position)	3,675	3,785	3,880	3,977
HS Soccer Coach	4,594	4,731	4,850	4,971
HS Soccer Assistant Coach	3,675	3,785	3,880	3,977
MS Soccer Coach	3,215	3,312	3,395	3,480
Assistant Middle School Softball		2,570	2,634	2,700
Recruitment and Retention Team Member ($500.00)		500	500	500

For all rates not already established in the previous contract, a rate will be negotiated prior to ratification.

If, in the opinion of the supplemental contract holder and (if applicable) the AD, student participation exceeds a number of students that can be safely managed and coached/directed/supervised, the supplemental contract holder may ask the principal to recommend to the Superintendent that an additional person be added to the staff for that program year. This addition to the staff will be at no reduction in salary for any of the coaches/directors already hired for that position. This request must be made within ten (10) days of the initial practice/meeting and the additional staff member(s) shall be paid the supplemental rate set forth on this schedule.

APPENDIX H

ELIGIBILITY REQUIREMENTS FOR CONTINUING CONTRACT STATUS

To be eligible for tenure, a teacher must meet all of these requirements:

Certification/Licensure

1. The employee must hold a professional, permanent, or life teacher's certificate, a Five-Year Professional license, a senior professional educator license or a lead professional educator license.

2. An employee holding a professional educator's license must fulfill one of the following:

   a. If the employee did not hold a master's degree at the time the State initially awarded the teaching certificate or educator's license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license must be completed.

   b. If the employee held a master's degree at the time the State initially awarded the teaching certificate or educator's license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license must be completed.

3. The service requirement mandates that to obtain continuing contract status, the employee must have taught within the District for at least three complete school years out of the last five school years. For those employees who had continuing contract status in another school district, the teacher needs only two complete school years of service in the Warrensville Heights City School District (WHCSD). The Superintendent must recommend the employee to the Board of Education for said contract.

Please be advised that in order to meet the licensure requirement, the issue date of the Five-Year Professional License of employees converting from a provisional certificate must be no later than the second Friday in May. Please contact Human Resources with any questions.

It is the sole responsibility of the employee to return the signed attached form for processing along with the sealed transcripts documenting the semester hours.

CONTINUING CONTRACT REQUEST FORM

Date and time of application _____

Please Print:

Employee SS#: XXX-XX-_____ Employee ID#: _____

Last Name: _____ First Name: _____

Worksite: _____ Job Title: _____

Home Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____

Please check each of the listed explanations below that apply to your status.

☐ I have taught in the Warrensville Heights City School District for at least three complete (August to June) school years out of the last five school years.

☐ I previously held a continuing contract in another District and I have worked for the Warrensville Heights City School District for at least two complete (August to June) school years. (Documentation must be attached as evidence of continuing contract in another District.)

_____ _____

Signature of Employee (Required) Date

You must include with this form a copy of the appropriate certificate/license and all transcripts (sealed) to verify completed coursework. Please do not have transcripts sent directly to Human Resources.

**Return this form to your building principal by the second Friday in May.

***Building principals, please sign and return all forms to the Human Resources Director by the end of business on the day you receive them.

I (recommend) (do not recommend) the employee for Tenure for the _____ school year.

_____

Principal Signature and Date

APPENDIX I

Verbal Warning

Record of Meeting

Date:

Attendees:

Subject of Warning:

Signature of Attendees:

_____

_____

_____

_____

cc: WEA President
Principal
Member

APPENDIX J

SICK LEAVE DONATION FORM
(DONOR)

Name: _____ SS# _____

Department: _____ Phone# _____

I wish to donate _____ (up to 10 max) days to

(circle one) Sick Bank or Employee _____

Under the provisions of the Sick Leave Donation Policy, employees may donate sick leave to others, who have exhausted his/her, accrued sick and vacation leave and personal days.

Please read the information below. (See Board policy ___ for more information)

A. Donating employees must maintain a balance of 25 sick days.
B. Once the request to donate leave has been made and approved, it is irrevocable.
C. The recipient of donated leave must have completed the appropriate information and been approved to receive donated leave time.

Donor's Signature _____

Date _____

APPENDIX K

ARTICLE VIII – W.E.A. PRIVILEGES

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 (2^{nd}) payroll in January except that no fair share fee deductions shall be made for bargaining unit members employed after January 1 until their second (2^{nd}) 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.

APPENDIX 1

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

Beginning July 1, 2024		
Healthcare		
Premium	90% Employer/10% Employee	
Eligibility	Spousal COB	
Single Deductible	$250 Network	$500 Non-Network
Family Deductible	$500 Network	$1000 Non-Network
Co-Pay	$30 Network	$50 Non--Network
Co-Insurance	90% Network	70% Non-Network
Single Co-Insurance	$1000 Network	$4000 Non-Network
Family Co-Insurance	$2000 Network	$8000 Non-Network
Flex Spending Plan	Yes	
Emergency Room Co-Pay	$50	
Prescription Drug Co-Pay	$15 Generic/Step therapy	$35 Brand/Step Therapy

Healthcare Insurance Premium Cost, Deductibles Co-Insurance & Other Payments

APPENDIX 2

Dental Insurance Program Benefits

Summary of Benefits

Anthem Dental Essential Choice

Suburban Health Consortium
Anthem Blue Cross and Blue Shield Dental Complete Network

Anthem

Warrensville Heights BOE

WELCOME TO YOUR DENTAL PLAN!

Regular dental checkups can help find early warning signs of certain health problems, which means you can get the care you need to get healthy. So, don't skimp on your dental care, good oral care can mean better overall health!

Powerful and easily accessible member tools.

- **Ask a Hygienist:** Dental members can simply email their dental questions to a team of licensed dental professionals who in turn will respond in about 24 hours.
- **Dental Health Risk Assessment:** We want our dental members to better understand their oral health and their risk factors for tooth decay, gum disease and oral cancer. This easy to use online tool can help them do this.
- **Dental Care Cost Estimator:** In order to help our dental member better understand the cost of their dental care, we offer access to a user-friendly, web-based tool that provides estimates on common dental procedures and treatments when using a network dentist.
- **More Capabilities:** With our latest mobile application, members can find a network dentist as well as view their claims. Our application is available for both Android and Apple phones.

Dentists in your plan network.

- You'll save money when you visit a dentist in your plan network because Anthem and the dentist have agreed on pricing for covered services. Dentists who are not in your plan network have not agreed to pricing, and may bill you for the difference between what Anthem pays them and what the dentist usually charges.

- To find a dentist by name or location, go to anthem.com or call dental customer service at the number listed on the back of your ID card.

Ready to use your dental benefits?

- Choose a dentist from the network
- Make an appointment
- Show the office staff your member ID card
- Pay any deductible or copay that is part of your plan

Need to contact us?
See the back of your ID card for who to call, write or email us.

Your dental benefits at a glance

The following benefit summary outlines how your dental plan works and provides you with a quick reference of your dental plan benefits. For complete coverage details, please refer to your policy.

	In-Network	Out-of-Network
Coverage Year	**Calendar Year**	
Annual Benefit Maximum		
• Per insured person	**$2,000**	**$2,000**
• Diagnostic & Preventive Services are applied to the Annual Maximum		
Annual Maximum Carryover	**No**	**No**
Orthodontic Lifetime Benefit Maximum		
• Per eligible person	**$2,000**	**$2,000**
Annual Deductible		
• Per insured person	**$25**	**$25**
• Family maximum	**2x single member deductible**	**2x single member deductible**
Deductible Waived for Diagnostic/Preventive Services	**Yes**	**Yes**
Out-of-Network Reimbursement:	**50th percentile**	

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QuoteID: 34749523

Dental Services	In-Network Anthem Pays:	Out-of-Network Anthem Pays:	Waiting Period
Diagnostic and Preventive Services ● Periodic oral exam ○ Limited to 2 per calendar year ● Teeth cleaning (prophylaxis) ○ Limited to two per calendar year combined with periodontal maintenance ● Periodontal maintenance ○ Limited to two per calendar year combined with teeth cleanings ● Bitewing X-rays ○ Limited to two sets per calendar year ● Full-Mouth or Panoramic X-rays ○ Limited to one per 36 months ● Fluoride application ○ Limited to one per calendar year through age 18 ● Sealant application Not Covered ● Space maintainer insertion ○ Limited to one per tooth space per lifetime through age 18	100% Coinsurance	100% Coinsurance	No Waiting Period
Basic (Restorative) Services ● Consultation (second opinion); only with X-rays and no other services ○ Limited to one per calendar year ● Amalgam (silver-colored) filling ○ Limited to one per tooth surface per 24 months ● Composite (tooth-colored) filling ○ Limited to one per tooth surface per 24 months posterior (back) fillings paid as an amalgam (silver-colored filling) ● Brush Biopsy (cancer test) ○ Not covered	80% Coinsurance	80% Coinsurance	No Waiting Period
Endodontics (Non-Surgical) ● Root Canal (permanent teeth only) ○ Limited to one per tooth per lifetime; permanent teeth only	80% Coinsurance	80% Coinsurance	No Waiting Period
Endodontics (Surgical) ● Apicoectomy and apexification ○ Limited to one per tooth per lifetime; permanent teeth only	80% Coinsurance	80% Coinsurance	No Waiting Period
Periodontics (Non-Surgical) ● Scaling and root planning; when the tooth pocket has a depth of four millimeters or greater ○ Limited to one per quadrant per 24 months	80% Coinsurance	80% Coinsurance	No Waiting Period
Periodontics (Surgical) ● Periodontal surgery (osseous, gingivectomy, graft procedures) ○ Limited to one per quadrant per 36 months	80% Coinsurance	80% Coinsurance	No Waiting Period
Oral Surgery (Simple) ● Simple extraction ○ Limited to one per tooth per lifetime	80% Coinsurance	80% Coinsurance	No Waiting Period
Oral Surgery (Complex) ● Surgical extraction ○ Limited to one per tooth per lifetime	80% Coinsurance	80% Coinsurance	No Waiting Period
Major (Restorative) Services ● Crowns, onlays, veneers ○ Limited to one per tooth/arch per 60 months	60% Coinsurance	60% Coinsurance	No Waiting Period
Prosthodontics ● Dentures and bridges ○ Limited to one per tooth/arch per 60 months ● Implant placement ○ Not Covered ● Implant prosthodontics ○ Limited to one per tooth/arch per 60 months as a non-implant crown, bridge, and/or denture	60% Coinsurance	60% Coinsurance	No Waiting Period
Repairs/Adjustments ● Crown, denture, bridge repairs ○ Limited to one per 36 months not within 6 months of placement ● Denture and bridge adjustments: ○ Limited to two per tooth per 12 months not within 6 months of placement	80% Coinsurance	80% Coinsurance	No Waiting Period

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Dental Services (continued)	In-Network Anthem Pays:	Out-of-Network Anthem Pays:	Waiting Period
Adult/Child Orthodontic Services ○ No age limits apply	50% coinsurance	50% coinsurance	No waiting periods
Temporomandibular Joint Disorder (TMJ) ● X-rays, splints, and surgical procedures including arthroscopy and orthotic devices ○ Diagnostic & Preventive	100% coinsurance	100% coinsurance	No Waiting Period
Cosmetic Teeth Whitening ○ Not covered	Not Covered	Not Covered	N/A

NOTE: Cosmetic benefits, such as teeth bleaching, in an insurance policy may have income tax implications for both employer groups and plan members. For example, the dollar value of the cosmetic benefit may be considered part of an individual's taxable income. For more information concerning the tax ramifications of cosmetic insurance benefits, please consult a legal or tax advisor.

Additional Services and Programs	In-Network Anthem Pays:	Out-of-Network Anthem Pays:	Waiting Period
Anthem Whole Health Connection® - Dental ● For members with certain health conditions, additional dental benefits are available without a deductible, office visit copay, nor waiting periods. Eligible services are paid at 100% and won't reduce your coverage year annual maximum (if applicable).	Included	Included	No waiting period
Accidental Dental Injury Benefit ● Provides members 100% coverage for accidental injuries to teeth up to the coverage year annual maximum (if applicable). No deductibles, office visit copay, member coinsurance, nor waiting periods apply.	Included	Included	No waiting period
Extension of Benefits ● Following termination of coverage, members are provided up to 60 days to complete treatment started prior to their termination of coverage under the plan and eligible services will be covered.	Included	Included	No waiting period
International Emergency Dental Program ● Provides emergency dental benefits while working or traveling abroad from licensed, English-speaking dentists. Eligible covered services will be paid 100% with no deductibles, office visit copay, member coinsurance, nor waiting periods and won't reduce the member coverage year annual maximum (if applicable).	Included	Included	No waiting period
Kids Plus ● For members through age 12 covered services excluding orthodontia services, receive the corresponding coinsurance up to the coverage year annual maximum (if applicable). No deductibles, office visit copay, nor waiting periods apply. All other benefit limitations and exclusions apply. For additional coverage details, please refer to your policy.	Not Included	Not Included	Not applicable

Additional Limitations & Exclusions

Below is a partial listing of non-covered services under your dental plan. Please see your policy for a full list.

Services provided before or after the term of this coverage - Services received before your effective date or after your coverage ends, unless otherwise specified in the dental plan certificate

Orthodontics (unless included as part of your dental plan benefits) including orthodontic braces, appliances and all related services

Cosmetic dentistry (unless included as part of you dental plan benefits) provided by dentists solely for the purpose of improving the appearance of the tooth when tooth structure and function are satisfactory and no pathologic conditions (cavities) exist

Drugs and medications including intravenous conscious sedation, IV sedation and general anesthesia when performed with nonsurgical dental care

Analgesia, analgesic agents, and anxiolysis nitrous oxide, therapeutic drug injections, medicines or drugs for nonsurgical or surgical dental care except that intravenous conscious sedation is eligible as a separate benefit when performed in conjunction with complex surgical services.

Waiting periods for endodontic, periodontic and oral surgery services may differ from other Basic Services or Major Services under the same dental plan. There

is a 24 month waiting period for replacement of congenitally missing teeth or teeth extracted prior to coverage under this plan.

This is not a contract; it is a partial listing of benefits and services. All covered services are subject to the conditions, limitations, exclusions, terms and provisions of your policy. **In the event of a discrepancy between the information in this summary and the policy, your policy will prevail.**

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APPENDIX 3

Schedule of Allowances for Vision Insurance Program

Your Vision Benefits Summary

Get access to the best in eye care and eyewear with WARRENSVILLE HEIGHTS CITY SCHOOLS and VSP® Vision Care.

Using your VSP benefit is easy.

- **Create an account at vsp.com.** Once your plan is effective, review your benefit information.
- **Find an eye doctor who's right for you.** The decision is yours to make—choose a VSP network doctor, a participating retail chain, or any out-of-network provider. Visit **vsp.com** or call **800.877.7195**.
- **At your appointment, tell them you have VSP.** There's no ID card necessary. If you'd like a card as a reference, you can print one on **vsp.com**.

That's it! We'll handle the rest—there are no claim forms to complete when you see a VSP provider.

Best Eye Care

You'll get the highest level of care, including a WellVision Exam®—the most comprehensive exam designed to detect eye and health conditions. Plus, when you see a VSP provider, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

Choice in Eyewear

From classic styles to the latest designer frames, you'll find hundreds of options. Choose from featured frame brands like bebe®, Calvin Klein, Cole Haan, Flexon®, Lacoste, Nike, Nine West, and more.[1] Visit **vsp.com** to find a Premier Program location that carries these brands. Plus, save up to 40% on popular lens enhancements.[2] Prefer to shop online? Check out all of the brands at **eyeconic.com®**, VSP's preferred online eyewear store.

Plan Information

VSP Coverage Effective Date: 02/01/2018
VSP Provider Network: VSP Choice

Visit **vsp.com** or call **800.677.7195** for more details on your vision coverage and exclusive savings and promotions for VSP members.

Benefit	Description	Copay
Your Coverage with a VSP Provider		
WellVision Exam	• Focuses on your eyes and overall wellness • Every 12 months	$20 for exam and glasses
Prescription Glasses		
Frame	• $130 allowance for a wide selection of frames • $150 allowance for featured frame brands • 20% savings on the amount over your allowance • $70 Costco® frame allowance • Every 12 months	Combined with exam
Lenses	• Single vision, lined bifocal, and lined trifocal lenses • Polycarbonate lenses for dependent children • Every 12 months	Combined with exam
Lens Enhancements	• Standard progressive lenses • Premium progressive lenses • Custom progressive lenses • Average savings of 20-25% on other lens enhancements • Every 12 months	$55 $95 - $105 $150 - $175
Contacts (Instead of glasses)	• $130 allowance for contacts; copay does not apply • Contact lens exam (fitting and evaluation) • Every 12 months	Up to $60
Extra Savings	**Glasses and Sunglasses** • Extra $20 to spend on featured frame brands. Go to vsp.com/specialoffers for details. • 20% savings on additional glasses and sunglasses, including lens enhancements, from any VSP provider within 12 months of your last WellVision Exam. **Retinal Screening** • No more than a $39 copay on routine retinal screening as an enhancement to a WellVision Exam **Laser Vision Correction** • Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities	

Your Coverage with Out-of-Network Providers

Get the most out of your benefits and greater savings with a VSP network doctor. Your coverage with out-of-network providers will be less or you'll receive a lower level of benefits. Visit vsp.com for plan details.

Exam ..... up to $45	Lined Trifocal Lenses ..... up to $85
Frame ..... up to $70	Progressive Lenses ..... up to $50
Single Vision Lenses ..... up to $30	Contacts ..... up to $105
Lined Bifocal Lenses ..... up to $50	

Coverage with a participating retail chain may be different. Once your benefits are active, visit vsp.com for details. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.

1. Brands/Promotion subject to change.
2. Savings based on network doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Available only through VSP network doctors to VSP members with applicable plan benefits. Ask your VSP network doctor for details.

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