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AGREEMENT

BETWEEN THE

WEATHERSFIELD BOARD OF
EDUCATION AND THE

MINERAL RIDGE EDUCATION ASSOCIATION

Effective July 15, 2025

Through July 15, 2028

Table of Contents

Statement of Principles **1**
ARTICLE 1 RECOGNITION **1**
1.01 Statement of Recognition 1
1.02 Definition of Bargaining Unit 1
1.02.01 Inclusions 1
1.02.02 Part-time Teacher 1
1.02.03 Exclusions 1
1.02.04 Restrictions 2
ARTICLE 2. NEGOTIATIONS PROCEDURE **2**
2.01 Preamble 2
2.02 Initiation of Negotiations 2
2.02.01 Initiation of Bargaining 2
2.02.02 Negotiations Agenda 2
2.03 Scope of Negotiations 2
2.04 Interest Based Bargaining 3
2.05 Dispute Settlement Procedure 3
2.05.01 Mediation 3
2.05.02 Costs of Mediation 5
2.06 Agreement 5
2.06.01 Final Agreement 5
2.06.02 Adoption 5
2.07 No Reprisals 5
2.08 Reopening of Negotiations 5
2.08.01 Successor Negotiations 5
ARTICLE 3.GRIEVANCE PROCEDURE 6
3.01Definitions 6
3.02 Rights of the Grievant and the-Association 6
3.03 Time Limits 7
3.04 Grievance Procedure 7
3.04.01 Informal Procedure 7
3.04.02 Formal Procedure 8
3.05 Miscellaneous 10
3.06 Exclusivity of the Grievance Procedure 10
ARTICLE 4. RIGHTS 10
4.01 Board of Education Rights 10
4.02 Association Rights 11
4.03 Payroll Deduction of Dues 11
ARTICLE 5. LEAVES OF ABSENCE 12
5.01 Sick Leave 12

5.01.01 Annual Allowance 12
5.01.02 Manner of Calculation 12
5.01.03 Accumulated Sick Leave 12
5.01.04 Approved Use of Sick Leave Days 12
5.01.05 Definition of Immediate Family 12
5.01.06 Exhaustion of Sick Leave (Continued Fringes) 12
5.01.07 Falsification of Certificates 12
5.01.08 Part-time Teachers 12
5.01.09 Certificate 13
5.02 Sick Leave Bank 13
5.02.01 Establishment 13
5.02.02 Operational Procedures 13
5.01.13 Sick Leave Bank Committee 14
5.03 Sick Time Buy Back 14
5.04 Association Leave 15
5.04.01 Entitlement to Leave 15
5.04.02 Restrictions 15
5.05 Sabbatical Leave 15
5.05.01 Entitlement to Leave 15
5.05.02 Restrictions 15
5.05.03 Rights While on Leave 15
5.05.04 Reinstatement Rights 15
5.06 Emergency Leave 16
5.07 Emergency Bereavement Leave 16
5.08 Military Service 16
5.07.01 Return from Military Duty 16
5.07.02 Temporary Duty 16
5.09 Jury/Court Duty 17
5.010 Parental Leave 17
5.10.01 Definition 17
5.10.02 Notification of Pregnancy 17
5.10.03 Procedure for Parental Leave 17
5.10.04 Term of Child Care Leave 17
5.10.05 Insurance Coverage During Parental Leave 18
5.10.06 Termination of Child Care Leave 18
5.10.07 Use of Sick Leave for Pregnancy Purposes 18
5.11 Professional Growth Leave 18
5.12 Medical Leave 19
5.13 Assault Leave 20
5.14 Leave of Absence Without Pay or Benefits 21
5.14.01 21

5.14.02 Restrictions 21
5.15Personal Leave 21
5.16 Personal Time Buy Back 22
5.17 Family and Medical Leave 22
5.17.01 Eligibility 22
5.17.02 Definitions 23
5.17.03 Substitution of Paid Leave 23
5.17.04 Inconsistencies Between the Agreement and FMLA 23
5.18 Calamity Days 23
ARTICLE 6. EMPLOYMENT PROCEDURES 23
6.01 Teacher Assignment 23
6.02 Transfers 24
6.02.01 Voluntary Transfers 24
6.02.02 Involuntary Transfers 24
6.03 Certificated Vacancies 24
6.03.02 Written notices shall be given to each applicant that: 25
6.04 Contracts of Employment 26
6.04.01 Individual Contract 26
6.04.02 Salary Notices 26
6.04.03 Duration of Limited Contract 27
6.04.04 Non-renewal 27
6.05 Evaluation 27
6.05.01 Objective 27
6.05.02 Credentialed Evaluators 28
6.05.03 Evaluation Cycle 28
6.05.04 Evaluation Committee 28
6.05.05 Summative Evaluation 29
6.05.06 Professional Growth Plans and Improvement Plans 29
6.05.07 Retention/Dismissal 29
6.05.08 Appeal Procedure 30
6.06 Reduction in Staff 30
6.06.01 Scope of Procedure 30
6.06.02 Attrition 30
6.06.03 Seniority 31
6.07 Length of School Year/School Day 33
6.07.01 School Year 33
6.07.02 Work Day 33
6.07.03 Planning Time 34
6.07.04 In-Services/Record Keeping 35
6.08 Personnel Files 35
6.08.01 Personnel File Inspection and Rebuttal Material 35

6.08.02 Restrictions 35
6.09 Substitutes 35
6.10 Continuing Contract Requests 36
6.11 Class Size 36
6.12 Meetings 36
6.13 Supplies 37
6.14 Board Policy Handbook 37
6.15 Work Environment 37
6.15.02 Floating Teachers 37
6.15.03 Weathersfield Local Professional Development Committee 37
6.16 Retire/Rehire for Mineral Ridge Teachers 37
ARTICLE 7. COMPENSATION 39
7.01 Salary Schedule Guidelines 39
7.01.01 Placement/Advancement on Salary Schedule 39
7.01.02 Termination of Employment 41
7.01.03 Payroll Deductions 41
7.01.04 Pay Schedule 42
7.02 Salary Schedules 42
7.03 Hourly Rates of Compensation 42
7.04 Supplemental Salary Schedule 42
7.04.01 Acceptance of Supplemental Contract 43
7.04.02 Posting of Supplemental Positions 43
7.04.03 Payment of Supplemental Salaries 43
7.04.04 Determination of Supplemental Salaries 44
7.04.05 Supplemental Salary Schedule 44
7.04.06 Activity Pay for Extra Events 44
7.04.07 Subsidiary Teaching Duties 44
7.04.08 Travel Reimbursement 44
7.04.09 Perfect Attendance Bonus 45
7.05 Cooperating Teacher Pay 45
ARTICLE 8. BENEFITS 45
8.01 Insurances 45
8.01.01 General Coverages effective July 1, 2019 45
8.02 Specific Coverage 48
8.02.01 Life 48
8.03 Worker's Compensation 49
8.04 Severance Pay 49
8.05 Board Pick-up of Member Contributions to STRS 50
8.06 Flexible Spending Accounts Until June 30, 2008 50
ARTICLE 9. EFFECTS OF THE CONTRACT 50
9.01 No Reprisals 50

9.02 Amendments 50
9.03 Implementation 51
9.04 Personnel Forms 51
9.04.01 Attachment to Agreement 51
9.04.02 Conformance with Agreement 51
9.05 Duplication and Distribution 51
9.06 Strikes and Lockouts 51
9.06.01 Strikes 51
9.06.02 Lockouts 51
9.07 Employment Practices and Conditions 51
9.08 Conflict with Law or Regulations 52
9.09 District Consolidation, Jurisdictional Changes and Territorial Transfer Provision 52
9.09.01 Voluntary 52
9.09.02 Mandated 52
9.10 Duration 53
Appendix A 54
Appendix B 57
Appendix C Grievance Form Step 1 60
Appendix D Grievance Form Step 2 61
Appendix E Grievance Form Step 3 62
Appendix F Request for Arbitration 63
Appendix G Application for Use of Sick Leave 64
Appendix H Sick Leave Bank 65
Appendix I Application for Use of Association Leave 66
Appendix J Request for Sabbatical Leave 67
Appendix K Application for Emergency Leave 68
Appendix L Application for Emergency Bereavement Leave 69
Appendix M Request for Parental Leave 70
Appendix N Application for Professional Leave 71
Appendix O Employee Assault Report 72
Appendix P Personal Leave Form 73
Appendix Q Professional In-Service Meetings 74
Appendix R Perfect Attendance Form 75
Appendix S Tuition Reimbursement 76
Appendix T Insurance Opt-Out Form 77
Appendix U Sick Time Buy Back Form 78
Appendix V Personal Leave Buy Back Form 79

Statement of Principles

The Board and the MREA state that the purpose of the procedures established in this document is to promote harmonious and cooperative relationships between the Board and members of the Bargaining Unit and to protect the welfare of the Weathersfield school children by ensuring orderly and uninterrupted operation of the public school system.

ARTICLE 1 RECOGNITION

1.01 Statement of Recognition

The Weathersfield Board of Education, hereinafter referred to as the Board, recognizes the Mineral Ridge Education Association, and its affiliate, if any, hereinafter referred to as the Association, as the sole and exclusive employee representative for the Bargaining Unit.

1.02 Definition of Bargaining Unit

1.02.01 Inclusions

The Bargaining Unit shall include all professional certified and/or licensed professional educators (full time or part time), school nurse, and pre-school teacher employed by the Board. The term “teacher” shall be used throughout this agreement to mean any and all bargaining unit members listed above.

1.02.02 Part-time Teacher

Full-time Teachers are those who are scheduled to work seven hours and forty-five minutes (7.75 hours) per day, five (5) days per week. Part-time Teachers are those who are scheduled to work less than thirty-eight hours and forty-five minutes (38.75 hours) per week. Part-time Teachers shall receive benefits on a pro-rata basis based upon their work schedule as compared to a full thirty-eight hours and forty-five minutes (38.75 hours) per week.

1.02.03 Exclusions

Employees excluded from the Bargaining Unit are: the Superintendent, Principals, Administrators, Athletic Director, directors, managerial employees, casual substitute teachers, homebound tutors, any employee who has the authority to responsibly direct or evaluate the professional performance of those employees in the Bargaining Unit during the school day, and all non-licensed professionals.

1.02.04 Restrictions

A teacher included in the Bargaining Unit shall not be required to perform supervisory or managerial responsibilities.

Supervisory or Managerial responsibilities are those of a building administrator and shall include, but not be limited to, discipline of students or teachers, evaluation of teachers, and the direction of staff and students.

ARTICLE 2. NEGOTIATIONS PROCEDURE

2.01 Preamble

The Board and the Association hereby agree:

The Board, under law, has the final responsibility for establishing the unilateral policies of the District. It is understood that this Master Agreement is subject to and shall operate within the framework of the statutes of the State of Ohio.

The Superintendent and all employees shall abide by the policies established.

The Board acknowledges that the following procedure sets forth the methods by which negotiations shall take place with the Association.

For the advancement of the Weathersfield Local School District both parties agree to negotiate using the most current Interest Based Bargaining (IBB) methods or procedures or a mutually agreed upon style similar or equal to IBB.

2.02 Initiation of Negotiations

2.02.01 Initiation of Bargaining

Both parties will meet in the fall (prior to December 21) of the school year in which the Collective Bargaining Agreement is set to expire. At this meeting, both parties will discuss appropriate times and dates in which to be trained/re-educated in the IBB process in order to begin the process

2.02.02 Negotiations Agenda

The agenda and issues will be discussed via the IBB process following the training/re-education of the parties on the negotiations team.

2.03 Scope of Negotiations

The Board and the MREA shall engage in collective bargaining with respect to all matters pertaining to wages, hours, and other terms and conditions of employment

of the members of the Bargaining Unit and the continuation, modification, or deletion of an existing provision of this Master Agreement. The Board shall have no obligation to meet and negotiate concerning matters of inherent managerial policy or discretion.

2.04 Interest Based Bargaining

Since the negotiations of 2013, both the Administration and the MREA agree that IBB is the best manner in which to come to a resolution which is best for the Weathersfield Local Schools and its community. IBB or a process similar and mutually agreed upon will be the style in which negotiations will continue in the future. The negotiation process will follow the basic rules and procedures as set forth in IBB or a mutually agreed upon process similar to IBB.

2.05 Dispute Settlement Procedure

2.05.01 Mediation

A. If an impasse exists or thirty (30) days before the expiration date of the Collective Bargaining Agreement, the parties will ask the State Employment Relations Board (SERB) to appoint a mediator to assist the parties in the collective bargaining process.

B. After the appointment of a mediator and the expiration of thirty (30) days thereafter, either party may request the appointment of a fact-finder (fact-finding panel). Within fifteen (15) days after receipt of a request for a fact-finding panel, SERB shall appoint a fact-finder or, if the parties agree, a fact-finding panel of three (3) members. The selection shall be made by the parties in accordance with the rules established by SERB from a list of qualified persons maintained by SERB.

C. The fact-finder (fact-finding panel) shall, in accordance with rules and procedures established by SERB that include the regulation of costs and expenses of fact-finding, gather facts and make recommendations for the resolution of the matter. SERB shall, by its rules, require each party to specify in writing the unresolved issues and its position on each issue to the fact-finder (fact-finding panel). The fact-finder (fact-finding panel) shall make final recommendations as to all the unresolved issues.

D. SERB may continue mediation, order the parties to engage in collective bargaining until the expiration date of the agreement, or both.

E. The following guidelines apply to fact-finding:
    1. The fact-finder (fact-finding panel) may establish times and places of hearings which shall be, where feasible, in the jurisdiction of the

State.

2. The fact-finder (fact-finding panel) shall conduct the hearing pursuant to rules established by SERB.
3. Upon request of the fact-finder (fact-finding panel), SERB shall issue subpoenas for hearings conducted by the panel.
4. The fact-finder (fact-finding panel) may administer oaths.
5. SERB shall prescribe guidelines for the fact-finder (fact-finding panel) to follow in making findings.
6. The fact-finder (fact-finding panel) may attempt mediation at any time during the fact-finding process. From the time of appointment until the fact-finder (fact-finding panel) makes a recommendation, it shall not discuss the recommendations for settlement of the dispute with parties other than the direct parties to the dispute.

F. The fact-finder (fact-finding panel, acting by a majority of its members), shall transmit its findings of fact and recommendations on the unresolved issues to the Board and Mineral Ridge Education Association involved and to SERB no later than thirty (30) days after the appointment of the fact-finder (fact-finding panel), unless the parties mutually agree to an extension. The parties shall share the cost of the fact-finder (fact-finding panel) in a manner agreed to by the parties in Section 2.052.

G. Not later than seven (7) days after the findings and recommendations are sent, the Board, by a three-fifths vote of its total membership, and in the case of the Mineral Ridge Education Association, the membership by a three-fifths vote of the total membership, may reject the recommendations. If either party rejects the recommendations, such rejection must be served on the other party and SERB. Service may be made by ordinary mail to the Superintendent's address or the address of the Association President. If neither party rejects the recommendations, the recommendations shall be deemed agreed upon as the final resolution of the issues submitted and a Collective Bargaining Agreement shall be executed between the parties, including the fact-finder’s (fact-finding panels) recommendations, except as otherwise modified by the parties by mutual agreement. If either the Board or the Mineral Ridge Education Association rejects the recommendations, the State Employment Relations Board shall publicize the findings of fact and recommendations of the fact-finder (fact-finding panel).

H. After rejection of the fact-finding recommendations by either party, the teachers shall have the right to strike under Chapter 4117 of the Revised Code provided that the MREA has given a ten (10) day prior written notice of an intent to strike to the public employer and to the State Employment Relations Board, and further provided that the strike is for full, consecutive workdays and the beginning date of the strike is at least ten (10) work days after the ending date of the most recent prior strike involving the same bargaining unit; however, the State Employment Relations Board, at its discretion, may attempt mediation at any time.

2.05.02 Costs of Mediation

Each party shall bear its own costs incident to this dispute settlement procedure and they shall share equally any other costs associated with the dispute settlement procedure.

2.06 Agreement

2.06.01 Final Agreement

Final agreement reached through negotiation shall be reduced to writing and submitted to the Bargaining Unit represented by the MREA for approval, and all of the MREA*s* designated representatives shall recommend and urge approval. Upon approval by the Bargaining Unit represented by the MREA, the Agreement shall be submitted to the Board for approval, and all the Board's designated representatives shall recommend and urge approval.

2.06.02 Adoption

Adoption of the aforesaid final agreement shall be accomplished upon ratification by the membership of the Association and ratification by the Board. Signature of the completed contractual Agreement shall occur within ten (10) days after ratification by both parties.

2.07 No Reprisals

No reprisals of any kind shall be taken by either party or by any member of the administration against any party involved in negotiations.

2.08 Reopening of Negotiations

Negotiations on the existing Agreement may be reopened on any item(s) at any time prior to the expiration of the Agreement, provided that both parties mutually agree in writing to reopen negotiations on said item(s). No change in any specific term of this Contract shall be made during the life of this Contract except by mutual agreement. Neither party shall have any duty to negotiate any matter during the term of this agreement including those matters which arise pursuant to Ohio Revised Code Section 4117.08. In the event that the Board and Union enter into interim collective bargaining during the term of this agreement, by mutual consent or otherwise, the Board may, but need not maintain the status quo during the negotiations. The Association has the right to grieve whether or not the Superintendent acted unreasonably in maintaining or changing the status quo during the negotiations.

2.08.01 Successor Negotiations

The Board and the Association agree that they will attempt, in good faith, to use

the interest-based bargaining process or a variant of that process to negotiate a successor agreement. A two (2) day training session shall be conducted by the Federal Mediation and Conciliation Service. Day one of such training-shall take place on a workday with substitutes provided at Board cost. The other day of such training shall take place on a non-workday and shall be unpaid. After the completion of the training, either party may choose to withdraw from the process.

ARTICLE 3.GRIEVANCE PROCEDURE

3.01 Definitions

3.01.01 "Association" shall mean the Mineral Ridge Education Association.

3.01.02 "Administration" shall mean the Superintendent, supervisors, and building principals.

3.01.03 "Board of Education" and "Board" shall mean the Weathersfield Board of Education.

3.01.04 "Days" shall mean actual working days as indicated on the school calendar unless specified differently. During summer vacation, days shall be the days the Board office is open.

3.01.05 "Grievance" shall mean a claim by a teacher(s) that there has been a violation, misinterpretation, or misapplication of the language of the Agreement (Contract) between the Association and the Board.

3.01.06 "Grievant" shall mean the teacher or group of teachers or the Association making the complaint. Where more than one teacher is a grievant, each shall sign the grievance.

3.01.07 "Immediate Supervisor" for the purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.

3.01.08 "Teacher" shall mean a member of the bargaining unit described in Article I, Section 1.02, of this Agreement (Contract).

3.02 Rights of the Grievant and the-Association

3.02.01 The Association shall, except as provided in 3.05, be present at all formal steps of the grievance procedure.

Nothing herein shall limit the right of any teacher having a grievance to discuss that matter informally with any administrator, and having the grievance adjusted without intervention of the Association; provided the Association has been given the opportunity to be present at such adjustment.

3.02.02 A grievant may be represented at all formal steps of the grievance

procedure by a representative of the MREA. The MREA shall make every effort to have the grievant available at each step of the grievance procedure to assist in resolving the issue.

3.02.03 The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.

3.03 Time Limits

3.03.01 The number of days indicated at each step in the procedure shall be the maximum. After the initial filing of the grievance, timelines may be extended with timely written notice to the other party only during summer vacation.

3.03.02 If the grievant does not file a grievance in writing within fourteen (14) calendar days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

The time for filing a grievance will be stayed during Christmas and Spring break when school is not in session.

3.03.03 If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step, and further appeal shall be barred.

3.03.04 Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

3.03.05 All notices of hearing, dispositions of grievances, written grievances, and appeals shall be in writing and hand-delivered or mailed by certified mail, return receipt requested. The MREA President and the Superintendent shall receive copies of all notices.

3.03.06 Every reasonable effort will be made to process grievances to a satisfactory conclusion by the end of the school year.

3.03.07 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

3.04 Grievance Procedure

3.04.01 Informal Procedure

A grievance shall first be presented to the Immediate Supervisor in an attempt to promptly resolve the problem. The grievant shall indicate that such meeting shall constitute the informal procedure step of the grievance procedure. The Immediate Supervisor shall give answer to the grievant and his/her MREA

representative within two(2) days of the submission.

3.04.02 Formal Procedure

A. Step I

If the grievance is not resolved at the informal stage, it may be pursued further by being filed in writing on the Grievance Report Form Appendix C. The written grievance, in order to be timely, must be filed within the time limit set forth in Section 3.032.

Copies of this form shall be submitted by the grievant to the Immediate Supervisor, Superintendent, President of the MREA, and to the chairperson of the Association Grievance Committee. Within five (5) days of receipt of the Grievance Report Form, the Immediate Supervisor shall meet with the grievant.

The Immediate Supervisor shall write a disposition of the grievance within five (5) days after such meeting by completing the appropriate step of the Grievance Report Form and returning a copy to the grievant, President of MREA, and the Superintendent.

B. Step II

If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall complete Step II of the Grievance Report Form (see Appendix D) and submits same to the Superintendent or designee within ten (10) days of receipt of its disposition at Step I level. Within five (5) days of receipt of the Grievance Form, the Superintendent or designee shall meet with the grievant. Within ten (10) days of this meeting the Superintendent or designee shall write his/her disposition of the grievance by completing his/her portion of Step II, forwarding a copy to the grievant, MREA President, and the Immediate Supervisor.

C. Step III

If the grievant is not satisfied with the disposition made by the Superintendent or designee, then the grievant shall complete Step III of the Grievance Report Form (see Appendix E) and submit same to the President of the Board within ten (10) days of the disposition by the Superintendent or designee either by hand delivery with receipt acknowledged by initialing same or by certified mail with a return receipt requested with the date of receipt recorded thereon.

The Board, at its option, may meet with the grievant for the purpose of reviewing such grievance. The meeting shall be held in executive session unless otherwise required by law. Such meeting shall be held at the next regularly scheduled Board meeting which is at least ten (10) days after receipt by the Board of the appeal from the Superintendent's decision.

The disposition of the grievance shall be written by the Board of Education or its designee and given to the grievant by the President of the Board of Education, or his designee, within ten (10) days following the meeting with the grievant, or if no meeting is conducted, within fifteen (15) days following the delivery of the Grievance Report Form to the President of the Board. Delivery of the grievance disposition shall either be by hand with receipt acknowledged by initialing the same or by certified mail, in which case the acknowledgement on the return receipt will indicate the date of delivery.

D. Step IV

If the grievant is not satisfied with the disposition of the grievance by the Board of Education at Step III, the grievant (through the Association) may request a hearing before an arbitrator by completing Grievance Report Form, Step IV (see Appendix F). The grievant's request for arbitration shall be made within ten (10) school days following either the receipt of the disposition of the grievance in Step III or the lapse of fifteen (15) days following the grievant's submission of the Grievance Report Form to the President under Step III, whichever occurs first. The grievant's request for arbitration shall be by certified mail with return receipt requested to the President of the Board. Within five (5) days following receipt by the President of the grievant's request for arbitration, the Board or its designated representative and the grievant shall mutually petition the American Arbitration Association to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the alternate strike method and notified in accordance with the rules of the American Arbitration Association. The toss of a coin will determine who strikes first.

Once the arbitrator has been selected, he/she shall proceed with the arbitration on the grievance in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on both the Board and the Association.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this collective Bargaining Contract, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

The arbitrator shall in no way interfere with management prerogatives involving Board's discretion, nor limit or interfere in any way with the

powers, duties, and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

With the exception of Section 3.05 of this Article, the cost of arbitration at Step IV shall be shared equally by the Board and the Association.

3.05 Miscellaneous

Nothing contained in this procedure shall be construed as limited to the individual right of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication. In the event the Association determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure but shall be liable for his/her share of any expense incurred thereafter in such proceeding. The fact that a Teacher member participates in a grievance shall not be recorded in the Teacher's personnel file; nor shall such fact be used in any recommendation for promotion, disciplinary action, or in any job references.

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

If the issue of arbitrability is raised, the arbitrator shall bifurcate the hearing and first decide whether the grievance is arbitrable. If the arbitrator determines that the grievance is not arbitrable, the grievance shall be dismissed.

3.06 Exclusivity of the Grievance Procedure

The parties agree that any dispute which is or could be the subject of a grievance is to be resolved through the grievance procedure of this Agreement. It is further understood that the parties individually and collectively agree that there will be no interruption or cessation of work in connection with a dispute arising under this Contract.

ARTICLE 4. RIGHTS

4.01 Board of Education Rights

The Board shall maintain all powers, rights, authority, duties and responsibilities to manage all operations of the school district and its work forces; including the right to adopt policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith. These rights shall be limited only by the clear and unequivocal provisions of either this contract or Ohio statute

4.02 Association Rights

4.02.01 The Board agrees that the MREA, or its designated representatives, shall be the only employee organization permitted to represent Teachers in grievance proceedings.

4.02.02 The MREA shall have the right to use school mailboxes and interschool mail privileges for contract administration purposes.

4.02.03 The MREA shall have the sole and exclusive employee organization right to payroll deduction of dues and/or service fees for Teachers.

4.02.04 The MREA shall have the right to use of a bulletin board in the teacher's lounge in each building.

4.02.05 The MREA shall have the right to have building meetings on instructional days before or after school provided that said meetings do not interfere with the commencement or the ending of the school day.

4.02.06 The MREA may request a reasonable amount of time during in-service or on non-teaching days for organizational meetings. Such request shall not be arbitrarily or capriciously denied.

4.02.07 The MREA President will receive from the Superintendent the Board meeting tentative agenda prior to the scheduled Board meeting by e-mail. The Treasurer will send to the MREA President the Board approved meeting minutes via e-mail within a reasonable time period after such become available.

4.02.08 These rights shall not be granted to another teacher representative organization under any circumstances.

4.03 Payroll Deduction of Dues

4.03.01 Once a teacher has joined the Association, he/she shall only revoke his/her authorization for dues deduction as provided by law.

4.03.02 Professional dues: The Treasurer of the Association will notify, in writing, to the Treasurer of the Board of Education of the current dues amount no later than the second payday in September and the Board shall deduct dues equally over the next twenty-four (24) pay periods.

ARTICLE 5. LEAVES OF ABSENCE

5.01 Sick Leave

5.01.01 Annual Allowance

Teachers shall be granted sick leave on the following basis: one and one quarter (1 1/4) days for each completed month of service, or fifteen (15) days for each completed year of service.

5.01.02 Manner of Calculation

Any sick leave earned or unused in prior employment with another public school district or other agency of the state, shall, upon presentation of a certified copy stating the number of sick leave days earned and unused from such employers, be transferred to the teacher's account at the time of employment in the manner prescribed by state law.

5.01.03 Accumulated Sick Leave

The maximum number of sick leave days accumulated shall be unlimited.

5.01.04 Approved Use of Sick Leave Days

Sick leave may be used by all teachers for those reasons and situations enumerated in the State Statute (ORC 3319.141).

5.01.05 Definition of Immediate Family

As applied to absence because of illness, injury or death in the teacher's immediate family, the immediate family shall include the husband, wife, children, father, mother, brothers, sisters, grandparents, grandchild, aunt, uncle, in-laws, and any other person who is a member of the immediate household.

5.01.06 Exhaustion of Sick Leave (Continued Fringes)

In the event sick leave benefits provided by the Board are exhausted, the teacher may, upon approval of the respective insurance carrier, continue any or all insurance benefits by making payment to the Treasurer no later than the 25th day of each month preceding the month for which the premium is due.

5.01.07 Falsification of Certificates

Falsification of either the physician's certificate, if submitted, or the member's statement is grounds for suspension or termination of employment.

5.01.08 Part-time Teachers

Teachers who render part-time services are entitled to sick leave for the time actually worked if the work schedule amounts to at least one-half day.

5.01.09 Certificate

All teachers who received sick leave benefits are to furnish a satisfactory reason for absence on an Absence Report Form furnished by the Weathersfield Board of Education (Appendix G). If medical attention is required or an illness extends over a long period of time, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave.

5.02 Sick Leave Bank

5.02.01 Establishment

A. Annually Each Teacher may contribute one day of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. Enrollment periods will be the 1st three weeks of the school year. New teachers hired after the school year has commenced will have four (4) weeks to enroll. The donated day is not returnable.

B. MREA will provide to the membership the amount of days in the established bank at the beginning of each school year.

C. Unused days in the established bank will roll over to the next school year.

5.02.02 Operational Procedures

A. Use of days from the Sick Leave Bank will be 'limited to those individuals who have contributed to the bank during the most recent enrollment period. Any individual who has contributed at least twenty (20) days over their tenure with the District will be eligible for use of the sick leave bank without further donation. If the number of days in the established bank falls below five hundred (500) all users will be required to donate to be eligible for use.

B. Use of days from the Sick Leave Bank will be limited to catastrophic personal illness/injury, catastrophic immediate family (as defined in 5.015) illness/injury or maternity/paternity leave. FMLA paperwork will be used to verify need for the leave.

C. Use of days from the Sick Leave Bank will be considered only after the individual has used all of his/her accumulated sick leave days and has used possible advances of sick leave days.

D. The maximum number of days that a person may use is twenty percent

(20%) of the total days in the Bank at the end of the enrollment period, up to a maximum number of days left in the school year.

5.01.13 Sick Leave Bank Committee

A. The Bank will be operated by the MREA. The MREA Secretary will be tasked with maintaining donation records and shall convene the full committee when a request is made for use. This committee shall be empowered to make decisions regarding application to use the Sick Leave Bank Days, so long as those decisions do not modify the agreement contained herein. This committee will be titled the "Sick Leave Bank Committee" (hereafter referred to as the SBC).

5.03 Sick Time Buy Back

In an attempt to minimize the use of substitutes within our district and maintain the continuity of instruction on a daily basis in the classroom, the District and MREA agree to the following in regards to Sick Time Buy Back.
The Buy Back of sick time is for only qualified educators (hereinafter referred to as QE) that have accumulated at least one hundred fifty (150) sick days by August 20th for the upcoming academic year. The following is the agreement:

5.03.01 In an academic year ending May 31, the QE must have not used more than 5 sick days in that current academic school year. The QE has the opportunity to sell back up to a maximum of fifteen (15) sick days or fourteen (14) if a day was donated to the sick leave bank. The District will buy these accumulated sick days at twenty-five percent (25%) of the total that the QE has offered to the District. For example, QE offers the district fifteen (15) days, the District will pay the QE their per diem for three and three fourths (3.75) days (25% of 15).

5.03.02 This is in lieu of the Perfect Attendance Bonus found in Section 7.049

5.03.03 It is the choice of the QE to choose either the Perfect Attendance Bonus or the Sick Leave Buy Back.

5.03.04 Once the QE sells the Sick Leave back to the District, the amount of Sick Leave Days sold to the District will be extinguished.

5.03.05 The Buy Back will be paid to the QE no later than July 5th.

5.04 Association Leave

5.04.01 Entitlement to Leave

Two (2) days per year of non-accumulative leave shall be granted to the Association for use by its designated representative to attend those meetings deemed important to the Association (Appendix I).

Use of this leave does not void any teacher's right to personal leave. The designated representative shall attend such meetings at no loss of pay.

5.04.02 Restrictions

Not more than two (2) teachers shall be absent on the same date due to utilization of Association leave.

5.05 Sabbatical Leave

5.05.01 Entitlement to Leave

Sabbatical leave for study or research or for teaching in a foreign country shall be granted by the Board upon request to teachers who have completed five (5) years of service in the District subject to all conditions set forth in this Section (Appendix J).

A. No teacher may be granted such leave more often than once for every five (5) years of service.

B. A sabbatical leave may be granted for one (1) semester, one (1) full school year, or for the last semester of one school year and the first semester of the following year. No more than two (2) members of the professional staff shall be granted sabbatical leave during any school year.

5.05.02 Restrictions

A teacher who is granted sabbatical leave shall be required to return to the staff of the school system for at least one (1) year. This restriction shall be waived for any Teacher with twenty-five (25) or more years of service in the District.

5.05.03 Rights While on Leave

A teacher who is granted sabbatical leave shall retain all right of tenure and retirement, the same as though teaching during the period of leave.

5.05.04 Reinstatement Rights

A. If said leave did not exceed a period of one (1) semester, upon return from leave, the teacher shall be restored to his/her former position. If said leave exceeds one (1) semester, upon return from leave, the teacher shall be restored to his/her former position or a comparable position at the

discretion of the Superintendent.

B. Regular annual salary increments shall be given for the time of leave as if the teacher had performed service to the school during the period of leave.

5.06 Emergency Leave

5.06.01 Emergency leave of absence from normal teaching duties up to a total of five (5) days per school year without pay may be granted by the Administration (Appendix K).

5.06.02 Submission of satisfactory evidence acceptable to the administrator of an actual emergency situation shall be required. Falsification of the member's statement for the use of emergency leave shall be grounds for suspension or termination of employment.

5.07 Emergency Bereavement Leave

In the event of a death in the teacher's immediate family as defined in Section 5.015 the teacher shall be entitled to three (3) days of emergency bereavement, separate and apart from any teacher's sick leave. Use of such emergency bereavement leave shall be contiguous to the death or funeral of such immediate family member (Appendix L).

5.08 Military Service

5.08.01 Return from Military Duty

A. The Board and the Association agree to comply with all applicable Federal and State statutes, rules and regulations pertaining to the employment rights of teachers who must be away from work due to military service, reserve duty, or other armed forces obligations.

B. Teachers discharged under honorable conditions shall provide the required notice prior to returning and shall resume the contract status held prior to entering military service, subject to constraints, if any, of the Federal or State Statutes.

C. Upon reinstatement, such teacher shall receive credit on the salary schedule and awarded seniority for time spent in the military service in accordance with the Federal or State Statutes.

5.08.02 Temporary Duty

A. A teacher who is a member of a National Guard or military reserve unit of the United States is entitled to be absent from duty without loss of pay not

to exceed thirty-one days per calendar year for military service as prescribed by ORC 5923.05.

B. A copy of the military order directing the teacher into service shall be attached to the request for absence on such forms as may be prescribed by the Board.

5.09 Jury/Court Duty

5.08.01 Any teacher who is required to be absent from duty to perform jury service requested by the court during his/ her scheduled work period will be paid his/her regular contractual salary. To qualify for this pay for absence to serve as a juror, the teacher shall give to the Board Treasurer the signed check received from the court for jury pay.

5,08.02 If a teacher is subpoenaed by the Board to serve as a witness in a court action, he/she shall be paid for such appearance(s).

5.010 Parental Leave

5.10.01 Definition

A "parental leave" is defined as absence from school upon the cessation of a pregnancy, adoption of a child, or is to become a parent by reason of pregnancy of his spouse/partner (Appendix M) for up to twelve (12) weeks in accordance with FMLA.

A “child care leave” is defined as absence from school, without pay and without Board paid insurance or fringe benefits, beyond the exhaustion of parental leave to care for the child.

5.10.02 Notification of Pregnancy

In the event a teacher becomes eligible for Parental Leave, the teacher shall notify the Superintendent.

5.10.03 Procedure for Parental Leave

A teacher who desires parental leave shall notify the Superintendent at least thirty (30) days in advance of the commencement of said leave. This notification shall be in writing and shall indicate the approximate date for commencement of said leave. In emergency and unusual situations, the thirty (30) day written notification may be waived by the Superintendent of Schools.

5.10.04 Term of Child Care Leave

All child care leaves may be for the remainder of the school year in which the child is born or adopted and the next succeeding school year. Said leave shall begin on the last day of the parental leave and the teacher shall notify the

Superintendent no later than thirty (30) days prior to the expiration of the parental leave the desire to take a child care leave. The teacher shall notify the Superintendent as to the teacher's intention regarding the return to employment no later than thirty (30) days prior to the expiration of the child care leave. If the teacher indicates his/her intention to return to work, he/she shall follow the same procedure enumerated in all subsequent sections of the parental leave policy. If approved by the Superintendent, and only in cases of a special circumstance, a parental leave of absence may be extended for a period not to exceed one (1) school year.

5.10.05 Insurance Coverage During Parental Leave

All insurance coverage provided by the Board and desired by the teacher shall be continued for the duration of parental leave as if not on leave if the teacher is eligible for FMLA and/or is using sick leave during the parental leave. All insurance coverage provided by the Board and desired by the teacher shall be continued for the duration of child care leave upon the payment of the premium by the teacher to the Treasurer not later than the 25th day of each month preceding the month for which the premium is due.

5.10.06 Termination of Child Care Leave

Upon written request of the teacher to the Superintendent, in the case of Child Care Leave, shall be tendered no later than April 30, a parental leave of absence may be terminated at any time if such termination of leave is approved by the Superintendent, and at the Superintendent's discretion, under the following conditions:

A. In the case of a teacher who was pregnant, the teacher will be declared eligible to return to regular duties when FMLA has been exhausted. In the case of a teacher who has adopted a child or whose wife has been pregnant, the teacher will be declared eligible to return to regular duties upon notification by the teacher to the Superintendent.

B. In the case of Child Care Leave, return to duties will be guaranteed no later than the first work day of the school year following the date that the individual is declared eligible for reinstatement.

C. After reinstatement eligibility has been determined, the Superintendent of Schools may permit reassignment to duty at an earlier time than that which is stated herein. It is further understood reassignment to duty in al] cases of parental leave or Child Care Leave shall be in accordance with the recommendation of the Superintendent of Schools and the needs of the school system. At the end of the leave, the teacher shall be returned to the same or similar position for which he/she holds a valid teacher's certificate.

5.10.07 Use of Sick Leave for Pregnancy Purposes

A. A teacher shall be permitted to use accumulated unused sick leave days for absence due to pregnancy. Where a teacher is absent due to

pregnancy, but has used all accumulated sick leave, she shall be given a medical leave of absence without pay, for not more than one full school year. Such leave may be extended for a period not to exceed an additional school year due to special circumstances upon approval of the Superintendent of Schools.

B. All insurance coverage provided by the Board and desired by the teacher shall be continued, upon approval by the respective insurance carrier, for those who are on Child Care leave, upon payment of the premium by the teacher to the Treasurer not later than the 25th day of each month preceding the month for which the premium is due.

C. The use of sick leave after the birth of a child is comparable to the use of sick leave for other medical reasons. The decision to return to work after the cessation of a birth is a decision best made between the teacher and her physician. The use of accumulated unused sick leave during a parental leave is typically between six (6) weeks, for a natural birth, or ten (10) weeks for a surgical birth. A teacher may use sick leave for the period of time needed, certified by her physician.

D. Teachers eligible for Parental Leave shall use their accumulated unused sick leave concurrently with FMLA.

5.11 Professional Growth Leave

5.11.01 Each teacher may request professional leave with pay for attendance at functions, meetings, and conferences or visitations of a professional nature. All such requests must be made in advance of the function, and in writing. The Superintendent will have the discretion to approve or deny such requests (Appendix N or Q).

5.11.02 Such meetings or conferences may be of a specific or general educational program, and need not be in the same specific category of the teacher's normal assignment, but must be designed to improve or develop the teacher's professional competence.

5.11.03 Where leave is granted under the provisions of this Section, a substitute will be provided.

5.11.04 Upon administrative approval, a 400 mile round trip is the maximum amount of mileage to be paid as per the IRS standard. Meal reimbursement is capped at $30 per day and a reasonable gratuity at 20% of meal price. Itemized receipts must be turned in within 2 business weeks of return and if any alcohol is on said receipt then there will be no reimbursement of the receipt. Furthermore, hotel stays must be booked by the Treasurer of the district or there will be no reimbursement.

5.12 Medical Leave

5.12.01 A written application for a leave of absence, or an extension of a leave of

absence without pay and without Board-paid insurance or other fringe benefits for medical reasons due solely to the physical condition of the teacher making

such request, must be accompanied by a statement from the attending doctor and said statement must indicate the nature of the illness and definitely recommend that the teacher be relieved of duties.

5.12.02 The request for leave shall be granted for the remainder of the semester or the remainder of the school year, or for an entire school year, with the possibility of a renewal of the leave, upon written request, according to the provisions of Section 3319.13 of the Ohio

Revised Code. An earlier termination of this leave, if requested in writing by the teacher, shall be at the discretion of the Superintendent, and in accordance with the needs and interest of the schools.

At least thirty (30) days before a teacher on a leave of absence for medical reasons expects to resume his/her duties, the teacher or someone acting in the teacher's behalf, must request, in writing, the reinstatement of said teacher to the staff. Failure to comply with this requirement shall be deemed an automatic resignation.

Not less than ten (10) days before termination of leave, a doctor's statement approved by a physician of the Board's choosing, must be submitted by the teacher. This statement shall certify that the teacher has been examined and that the teacher will be able to resume duties with the Board when the leave of absence expires.

5.12.03 Whenever any teacher has been absent from active service due to medical reasons, and has either exhausted his/he accumulated sick days, or refuses to use such sick days, and continues in absence without applying for a leave of absence under this Section, the Superintendent, or designee, shall have the authority to recommend to the Board, and the Board may determine that an unrequested leave of absence be granted according to the provisions set forth in Section 3319.13 of the Ohio Revised Code. The Board may also place a teacher on an unrequested medical leave of absence without the teacher having been absent from work, provided the requirements of Section 3319.13 are met. Any teacher who refuses to comply with the terms of such leave shall be considered to have terminated his/her contract.

5.12.04 All insurance coverage provided by the Board and desired by the teacher shall be continued, upon approval by the respective insurance carrier, for those who are on such leave, upon payment of the premium by the teacher to the Treasurer not later than the 25th day of each month preceding the month for which the premium is due.

5.13 Assault Leave

5.13.01 The Board shall grant a paid assault leave not to exceed twenty-five (25) work days per assault, in lieu of paid sick leave, for teachers who are disabled due to a physical disability resulting from an assault which occurs in the course of

Board employment or which occurs while carrying out an approved school related assignment. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any worker's compensation awarded for temporary disability due to said assault injury for the period for which such salary is paid. In order to be eligible for a leave, the teacher shall be required to complete and sign the required form (Appendix O) and submit a licensed physician verification stating the nature of the disabling condition and its duration.

5.13.02 Falsification of the teacher form or the physician's statement shall be grounds for suspension or termination of employment under 3319.16 ORC.

5.14 Leave of Absence Without Pay or Benefits

5.14.01

Request for Leave: A Teacher may request a leave of absence without pay or Board-paid insurance or other fringe benefits for the remainder of the school year. If requested by the Teacher and approved by the Superintendent, the leave may be extended for one additional school year. The request shall be in writing and shall state the date the requested leave is to begin and the date the leave is to end. The superintendent shall have the discretion to grant or deny such leave.

5.14.02 Restrictions

A. The Board will not be obligated to return the Teacher to active status prior to the expiration of the leave that is granted.

B. The Teacher shall not receive seniority credit for any school year where the Teacher has less than one hundred twenty (120) days of active status.

5.15 Personal Leave

Certified staff will be granted-four (4) personal leave days per school year with pay. Personal leave may be accumulated up to five (5) days. In addition, Section 7.049 allows teachers to earn one (1) Bonus Day to be added to Personal Leave (up to a total of six (6)). When earned, the Bonus Day will be debited after the teacher uses her/his first (1st) Personal Leave Day. The following conditions for the use of Personal Leave apply:

A. Written request for approval to take personal leave shall be made to the Superintendent at least three (3) days prior to the absence (Appendix P), except in emergencies or extenuating circumstances. Personal leave for May should be requested with as much notice as possible.

B. Not more than three (3) members of the teaching staff of any one building may use personal leave at one time. The Building Principal may, in his/her discretion, allow more members of the teaching staff to use personal leave at one time.

C. All unused personal leave exceeding the accumulated five (5) days, unless per teacher request, shall be converted to sick leave and shall be credited within thirty (30) days of the last workday of each school year.
D. Personal leave shall not be used for other gainful employment.

5.16 Personal Time Buy Back

In an attempt to minimize the use of substitutes within our District and maintain the continuity of instruction on a daily basis in the classroom. The District and MREA agree to the following in regards to Personal Time Buy Back.

5.16.01 An teacher who is covered under this agreement is deemed eligible for Personal Time Buy Back
5.16.02 The teacher must have at least two (2) personal days available on May 31st.
5.16.03 The teacher may offer the District the maximum of five (5) personal days per academic year.
5.16.04 The teacher will be paid their daily rate for the buy back amount for fifty percent (50%) of their days.
5.16.05 The teacher may still carry over one (1) day to the following academic year. For example, the teacher has five (5) personal days available in June or at the end of the school year. The teacher wants to sell four (4) personal days back to the District and carry one (1) over to the following year. The District will pay the teacher two (2) days at their daily rate and carry over the one (1) personal day to the following academic year. The four (4) sold personal days will be extinguished by the district.

5.17 Family and Medical Leave

5.17.01 Eligibility

A. Pursuant to the terms and conditions of federal law (FMLA) and its implementing regulations, each eligible teacher is entitled to up to twelve (12) weeks of FMLA leave in any twelve (12) month period.

A teacher is permitted to take this leave for the following reasons:

1. The birth of a child, and to care for the newborn child within one (I) year of birth;

2. The placement of a child with the teacher by way of adoption or foster care, and to care for the adopted child or foster child within one (1) year of the child's arrival;

3. The teacher is needed to care for an immediate family member (child, parent or spouse) with a serious health condition; and,

4. Teacher's serious health condition prevents him/her from performing the functions of his/her job.

5.17.02 Definitions

A. Eligible Teacher: A person who has been employed for at least twelve (12) months by the Board, and performed at least 1,250 hours of service for the Board over the 12 month period preceding the commencement of the leave.

B. Twelve Month Period: The 12-month period measured forward from the date an teacher's first FMLA leave begins. A teacher would be entitled to 12 weeks of leave during the 12- month period beginning on the first date FMLA leave is taken. The next 12-month period would begin the first time FMLA leave is taken after completion of any previous 12-month period.

5.17.03 Substitution of Paid Leave

A. A teacher must exhaust all available leaves, including sick leave and personal leave, concurrent with FMLA.

B. Leave under FMLA would commence with official notification to the teacher by the Treasurer on or after the third (3rd) consecutive day of illness for which the teacher was using FMLA leave.

5.17.04 Inconsistencies Between the Agreement and FMLA

All terms which are defined in Section 5.13 of the Agreement shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993. If there are any inconsistencies between Section 5.13 of the Agreement and the Family and Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 shall prevail.

5.18 Calamity Days

When school is called off due to a calamity day, no sick leave, personal leave, association leave, or emergency leave shall be charged against a teacher for that calamity day.

ARTICLE 6. EMPLOYMENT PROCEDURES

6.01 Teacher Assignment

6.01.01 On or before July 1, each teacher shall receive notice of his or her teaching assignment for the succeeding school year, including notification of the building, grade and/or subject area(s) of assignment. Upon teacher's request, a tentative confidential class list will be available via current school software, i.e. ESIS, by the Tuesday of the in-service week.

6.01.02 No teacher shall be assigned to a position ("primary teaching assignment(s)") for which he/she is not certificated. (This section does not apply to substituting referred to in Article VI, Section 6.09.)

6.01.03 After July 1, should it become necessary, upon the part of the administration to change a teacher's building, grade or subject(s), the Superintendent (or designee) shall notify the teacher in writing. The teacher may request a conference with the Superintendent to discuss the reasons for the change. Such conference will be held promptly.

6.02 Transfers

6.02.01 Voluntary Transfers

A. Teachers who desire a transfer for the subsequent school year must file a written request on or before March 15. The request should contain a first preference and a second preference. Each preference should also contain the desired building, grade level and/or subject.

B. Any vacancy shall be filled first by giving preference to teachers on the recall List.

C. Subsequent to the required consideration of teachers on the recall list, the teacher possessing the proper certification, and having the greatest seniority shall be awarded the position provided the Teacher is requesting a transfer to a position which requires the same certification as the position the Teacher desires to leave.

D. The Superintendent shall determine the final Placement of all Teachers provided such determination is not violative of the provisions of voluntary transfers.

6.02.02 Involuntary Transfers

A. When a reduction in the number of teachers in a school is necessary, or when involuntary transfers between schools are necessary, or when involuntary transfers related to grade level assignments and/or subject assignments within a building are necessary, all volunteers shall be given consideration for transfer consistent with their areas of certification.

B. If any Teacher is transferred to a different building after the beginning of the school year, as defined in Section 6.07, a substitute shall be provided for one (1) day to provide the teacher a smooth transition to the new assignment.

6.03 Certificated Vacancies

6.03.01 A vacancy is defined as (1) a newly created position to perform bargaining unit work or (2) a position held by a member of the bargaining unit who leaves the employment of the Board through resignation, retirement, death,

non-renewal or termination which the Board determines to fill. The absence of a teacher due to a leave pursuant to some provision of this Agreement shall not constitute a vacancy.

A. All Bargaining Unit vacancies, including regular and/ or supplemental contract positions that occur shall be communicated to the bargaining unit by sending an e-mail to the addresses on file in the Superintendent's office.

In addition to regular and/or supplemental contract positions, any paid duty positions created shall be posted when available. Any interested teacher shall make her/his interest known by notifying the building principal. When more than one (1) teacher provides notice of interest the duty may be split and done on a rotating basis at the discretion of the building principal. When a teacher provides notice of interest and the building principal determines to not add the member to the duty rotation, he/she shall meet with the member and a union representative to discuss the matter.

There shall be no grievance by the Association or a teacher for the alleged failure to receive a notice of vacancy by email.

Any objection by the Association or a teacher for failure to post and send the notice of vacancy by email shall be made to the Superintendent no later than one (1) week prior to the board meeting at which the employment action is to be taken. Failure to send the email shall require the Board to send the notice prior to the filling of the position. This shall be the only remedy for failure to communicate a vacancy.

The vacancy notice shall identify the vacancy, the qualifications for the position and procedure for application.

B. Each member of the Bargaining Unit, submitting a written application and/or email application within five (5) days from the date vacancy notices are both texted and sent by email, who meets the qualifications for the vacancy, shall be granted an initial interview by the Superintendent or his/her designee.

C. In the event the Board receives no applications or decides not to select from the applications received within thirty (30) days after the notices are provided to the teachers and the vacancy still exists, the Board will, as a courtesy and reminder to the bargaining unit, send an email. However, the sending of the notice does not require the Board to fill the position or give a teacher who failed to apply within the five (5) day period a right to an interview, the right to the position or any right to the position over any other applicants.

6.03.02 Written notices shall be given to each applicant that:

A. He/she has been appointed; or

B. He/she has not been appointed.

6.03.03 The Superintendent shall have the right to determine the final placement of any and all teachers and/or promotional placements in administrative and supervisory positions.

6.04 Contracts of Employment

6.04.01 Individual Contract

All teachers employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code. Such contracts shall be issued to teachers no later than June 1. Such contracts shall include the following information:

A. Name of teacher.

B. Name of the school district and Board of Education employing said teacher.

C. The period of time the contract is to be in effect.

D. Compensation.

E. Teacher agreement that he/she shall abide by Board adopted policies.

F. Provision for signature and date of signature of the teacher being contracted.

G. Any provisions specifically required to be included in individual teaching contracts by the express terms of this contract.

H. Type of contract (limited or continuing).

I. Such contracts may also include any other provision(s) which highlight or describe rights, benefits, or items of compensation provided to the Teacher pursuant to federal or state law.

6.04.02 Salary Notices

Teachers employed by the Board shall be issued written notices of salary not later than July 1, in accordance with the Ohio Revised Code. Such notice of salary shall include the following inform

A. Name of teacher.

B. Name of the school district and Board of Education employing said teacher.

C. Compensation to be paid for the period of the no

D. Such salary notices may also include any other provision(s) which highlight or describe rights, benefits, or items of compensation provided to the Teacher pursuant to federal or state law.

6.04.03 Duration of Limited Contract

A.

1. A teacher, upon initial employment in the Weathersfield Local School shall, upon the Superintendent's recommendation, be granted a one-year limited teaching contract.

2. If this teacher's contract is to be renewed he/ she shall be given a second (1) one-year limited contract.

3. If this teacher's contract is to be renewed he/she shall be given a (2) two-year limited contract.

4. Each successor limited contract shall be for a duration of five (5) years.

B. To be eligible for a continuing contact, a teacher must meet the certification requirements of ORC Section 3319.08 and the service requirements of ORC Section 3319.

C. A teacher eligible for a continuing contract may be recommended for a continuing contract at any time during the limited contract duration, in accordance with Section 6.10 of this Agreement.

6.04.04 Non-renewal

A teacher under limited contract shall be notified by the Board, in writing, by April 30 of the year the contract is due to expire, of its decision not to reemploy the teacher.

6.05 Evaluation

6.05.01 Objective

The main purpose of any evaluation is to aid teachers in improving the quality of instruction and to encourage the pursuit of excellence. With this purpose as the main principle of any procedure, the objectives listed below shall be followed by the credentialed evaluator:

A. To recognize superior teaching performance.

B. To encourage teachers to continually reassess their instructional effectiveness.

C. To provide the school district with quality control assessment for use in what constitutes a promotion, reassignment, and teacher contract renewal/non-renewal.

D. To provide leadership and assistance to that teacher needing performance improvement.

E. To provide a data file for potential use in referrals to other educational or

employing agencies.

6.05.02 Credentialed Evaluators

The Superintendent will direct and control the formal evaluation of professional personnel in each building. The delegation of this responsibility shall only be a credentialed administrator in the building to which the teacher is assigned, or to a credentialed evaluator. A list of approved credentialed evaluators will be given to the MREA in the beginning of each school year.

6.05.03 Evaluation Cycle

The formal evaluation cycle is a process of conferences, walkthroughs and observations which culminate in the written summative evaluation that is filled with the principal, teacher, and superintendent. This process will not begin prior to September 15 of the evaluation year and the process will be completed by May 1 of the evaluation year. All necessary paperwork for the evaluation cycle must be given to the evaluee no later than the I0th of May.

A. Walkthrough - There shall be no less than two (2) unannounced walkthroughs during the evaluation cycle by a credentialed evaluator for a period of not less than *5* minutes but may be limited to no more than 10 minutes.

B. Conferences - There shall be a pre and post conference for each observation during the evaluation cycle and a post conference for each walkthrough. All pre- and post conference notes will be documented electronically with the final summative rating documented electronically on the official eTPES program.

C. Observations -There shall be at least two (2) observations of no less than 30 minutes each annually unless otherwise mutually determined appropriate by the OTES Committee.

D. Frequency- Teachers who have a summative rating of Accomplished may be evaluated every three years. Teachers who have a summative rating of Skilled may be evaluated every two years. Teachers who have a summative rating of Developing or Ineffective shall be evaluated annually. Any teacher who is in the final year of a one or multi-year contract may have an evaluation cycle consisting of no less than three observations.

Upon a formal observation, the teacher shall receive feedback within ten (10) working days in which the teacher, administrator and school is in attendance. The District will create uniform forms that will be used for post observation conferences.

6.05.04 Evaluation Committee

The Evaluation Committee made-up of five (5) teachers appointed by the MREA and administrators appointed by the Superintendent shall monitor and maintain this teacher evaluation plan in accordance with the mandates of ORC 3319.112

and the Ohio Teacher Evaluation System including compliance with the following tools provided by the OTES. The Committee shall meet at least once per year to review documents, forms and procedures to determine if adjustments are necessary.

Rubric - (See Appendix OTES}

Professional Growth Plans (See Appendix OTES)

Improvement Plans - (See Appendix OTES)

6.05.05 Summative Evaluation

Based on each evaluation cycle, teachers shall be termed either Accomplished, Skilled, Developing or Ineffective. These shall provide teachers with different levels of autonomy as follows:

Accomplished

Skilled

Developing

Ineffective

6.05.06 Professional Growth Plans and Improvement Plans

Teachers with a final summative rating of Accomplished will develop a professional growth plan and may choose their credentialed evaluator for the evaluation cycle from the approved list provided as outlined in 6.052 above.

Teachers with a final summative rating of Skilled will develop a professional growth plan collaboratively with their credentialed evaluator and will have input on their credentialed evaluator from the approved list provided as outlined in 6.052 above.

Teachers with a final summative rating of Developing will develop a professional growth plan with their credentialed evaluator. The Superintendent will assign the credential evaluator for the evaluation cycle and approve the professional growth plan.

Teachers with a final summative rating of Ineffective will develop an improvement plan with their credentialed evaluator. The Superintendent will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan.

6.05.07 Retention/Dismissal

A. In a teacher's initial year of employment with the district, if the teacher's final summative evaluation rating is either ineffective or developing, the district may either non-renew or terminate the teacher.

B. If a teacher's final summative rating for two consecutive years is either

ineffective or developing, the district may either non-renew or terminate the teacher.

6.05.08 Appeal Procedure

If a teacher disagrees with their final summative evaluation rating, then they may appeal to the Appeal's panel consisting of two (2) teachers and two (2) administrators. The appeal may be based only upon the following:

1. The evaluator has not followed the evaluation process in§ 6.053.
2. The evaluator has not followed the Improvement Plan as prepared by the OTES Committee.

The appeal form may be found in Appendix OTES. This form and a position paper must be filed in the Superintendent's office by May 20. The Appeal Panel will give the teacher their opinion within five (5) business days of the filed appeal.

If the Appeal Panel decision is inconclusive, then the appeal automatically goes to the Board.

The Board will meet in executive session to discuss the filed appeal and hand down their opinion to the teacher within ten (10) business days of the Appeals Panel decision.

6.06 Reduction in Staff

6.06.01 Scope of Procedure

The following procedures shall govern the reduction of Teachers made necessary through decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, elimination of course offering(s), or by reason of suspension of schools, or territorial changes (merger, consolidation, absorption, or a change in a district boundary) affecting the district or financial reasons. In making such reduction, the Board shall proceed to suspend contracts on the basis of certification, giving preference to teachers on continuing contracts and to teachers who have greater seniority.

6.06.02 Attrition

A. Subject only to the exceptions contained herein, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as is practicable for teachers who die, retire, resign, are terminated, or whose limited contracts are not renewed.

B. The employment of replacements for some positions may be necessary in the event teachers in the system do not possess the necessary certification for positions that need to be filled.

6.06.03 Seniority

A. Whenever it becomes necessary to implement RIF procedures relative to certificated teachers, the exclusive criteria in determining suspension of contracts shall be:

   1. Areas of certification/licensure

   2. The type of contract (limited or continuing)

   3. Comparable evaluations

   4. Seniority

   Comparability shall be based on the two (2) most recent evaluations. All teachers will be considered comparable if they have been rated Developing or higher.

B. For purposes of reduction in staff, any and all certificated teachers who are certified in more than one area of certification shall be placed on each and every seniority list for which they have proper certification as of the date of the RIF.

C. Seniority shall be determined by the length of continuous service in the District. In accordance with ORC 3319.17, teachers holding a continuing contract shall have greater seniority than teachers on limited contracts. Length of continuous service will not be interrupted or affected by authorized leaves of absence or placement on the recall list. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:

   1. The date of the Board meeting at which the teacher was hired, and then by;

   2. By lot.

   Whenever two or more teachers are hired at the same Board Meeting, the Superintendent and the MREA president shall conduct a tie-breaking by lot, with the new teachers in attendance, within one week of the Board Meeting.

D. Teachers whose contracts are suspended shall immediately be placed upon a RIF list compiled from the seniority lists provided for in 6.063B above. Teachers on the recall list shall be offered reemployment to positions for which they are certified in the order of seniority at the time of contract suspension. A teacher reinstated after having their contract suspended pursuant to the RIF procedure, shall have seniority restored for the period during which they are on the recall list. No new teachers shall be employed by the Board while there are teachers on the recall list who are certified for any opening of a teaching position.

E. Notice of recall shall be given by registered mail to the last address given

by the teacher to the Board. It shall be the responsibility of the teacher to keep the Board advised in writing of a telephone number and mailing address at which he/she can be reached.

F. Teachers shall be notified on or before within 7 calendar days of the teacher's clerical day as stated in§ 6.071 (A) (2) (c) that their contracts are being suspended for the next school year. Teachers shall be offered reinstatement based upon seniority, should openings occur for which they have the necessary certification during the period that they are on the recall list. Limited contract teachers placed on the recall list and not recalled shall remain on the recall list for twenty-four (24) months beginning September 1, or any additional fraction of a month thereof up to and including the first day of the third school year following notification of RIF.

   Teachers who are offered but who decline reinstatement for an opening for which they have appropriate certification need not be offered reinstatement again in openings which may occur after the teacher's decline of reinstatement.

   Teachers offered reinstatement during the period for which they remain on the recall list as defined in this section must make an application for employment in accordance with established procedures if they desire to be considered for employment at time after which their name is removed from the recall list. Such teacher shall be hired as a new teacher due to a break in continuous service and shall be granted seniority as a new teacher. The rights herein granted to a teacher with a suspended contract shall be forfeited by the teacher should he/she:

   1. Waive any and all recall rights in writing;

   2. Resign, retire or die;

   3. Fail to accept recall as provided for herein; or

   4. Fail to report to work in a position that he/she has accepted within three (3) school days after receipt of notice of recall, unless such recalled teacher is prohibited from doing so because of physical illness or injuries, verified by a doctor's excuse.

G. On or before December 31 of each school year, the Superintendent shall provide the MREA with a list showing the seniority of each teacher employed by the Board. Each teacher has the personal responsibility to examine the list for accuracy. A teacher who believes his/her seniority is inaccurate may raise the matter as a grievance in accordance with the procedures set forth in this Agreement.

6.07 Length of School Year/School Day

6.07.01 School Year

A. The length of the school year shall consist of 170 (1317.5 hours) total days as follows:

1. 168 (1302 hours) pupil contact days, which may include Parent-Teacher Conference Days equal to two (2) full days.

2. Two (2) non-teaching days consisting of two (2) In-Service days at the beginning of the school year used for Meetings/Class preparation.

a. In-service Day (Beginning of school year. Meeting/Class preparation.)

b. In-service Day (Meeting day/class preparation. Beginning of the school year.)

6.07.02 Work Day

A. The work day for each member of the Bargaining Unit shall not exceed seven and three-quarter (7.75) hours, including the lunch period.

B. The work day shall include a daily, minimum thirty (30) minute, duty-free, uninterrupted lunch period.

C. Meet the teacher and Parent Teacher Conferences (PTC):

1. For Meet the Teacher Evening, the following schedule will be followed:

For the MRHS, grades 7-12, the event will be on the evening of the Second In-Service Day. MRHS (grades 7-12) Meet the Teacher Event will be scheduled from 5:30pm to 6:30pm. For Seaborn School, grades 1 to 6, the event will be from 6:30pm to 7:30pm. Kindergarten will have a separate Meet the Teacher event on a day prior to the beginning of school.

2. For PTC:

PTC will be held on the same day for all grades K-12.

Fall PTC will be held on the Thursday before NEOEA day in October each year. Conferences shall be scheduled to commence one (1) hour after student dismissal until no later than 8:45 pm for grades 7-12 and 9:45 pm for grades K-6.

Spring PTC will be held on the Thursday before President’s Day in February each year. Conferences shall be scheduled to commence one (1) hour after student dismissal until no later than 8:45 pm for grades 7-12 and 9:45 pm for grades K-6.

These procedures represent the two (2) full PTC days. Individual, other

than these two (2) events, PTC may be scheduled throughout the year on an as needed basis during planning/conference time. Teachers who miss school the day of a PTC and miss the PTC event will be charged by the Superintendent with two (2) days personal, sick, or days without pay. Teachers who miss only the Parent-Teacher Conference will be charged by the Superintendent with one (1) personal, sick, or day without pay.

3. Two (2) hour delay schedules

   The Board and the MREA recognize that due to inclement weather and/or any plausible reasons during the school year that the district may have a two (2) hour delay schedule. The workday would be the following in this rare event:

   - MRHS 7 to 12 9:15 a.m. to 3:00 p.m.
   - Seaborn K to 6 9:50 a.m. to 3:35 p.m.

D. All district teachers will be required to attend/participate in a one (I) hour "Meet the Teacher" evening open house at the elementary (grades PK -6) and high school (grades 7-12). Teachers who miss school the day of "Meet the Teacher" Open House and miss the Open House will be charged by the Superintendent with one and one half personal, sick, or days without pay. Teachers who miss only the "Meet the Teacher" Open House will be charged by the Superintendent with one half personal, sick, or days without pay. Teachers will not be charged personal, sick or days without pay if they attend a school sponsored event which conflicts with "Meet the Teacher" or Open House. Teacher's participation in after school functions will be on a voluntary basis. However, both the Board and the MREA believe that participation is desirable. There will be occasions during the school year when it will be suggested that teachers be present.

6.07.03 Planning Time

When a full-time teacher works a full five (5) day school week, planning period(s) shall be provided as follows:

A. Grades 7 to 12 - Five (5) instructional periods.

B. In the event that block scheduling is proposed or adopted, the Board will retain at least a single planning period (not a block) for grades 7 to 12. Seaborn, grades K to 6 - not less than 200 minutes of duty-free planning time per five (5) day week. Elementary teachers shall not be required to remain in their classroom during special subject periods. The Board shall make a reasonable effort to facilitate planning time in no less than forty (40) minute blocks.

C. A teacher may leave the building during his/her planning period upon approval of the teacher's supervisor or his/her designee.

D. Part-time teachers shall receive planning time on a pro-rata basis.

E. Administrators shall not require a unit member to attend or participate in District Directed activities during their Teacher Directed planning time. When and if it is deemed necessary for a member to lose more than fifty percent (50%) of his or her planning period, the teacher will be compensated at the hourly negotiated rate per planning period starting with the 3rd planning time lost in a month.

6.07.04 In-Services/Record Keeping

The Superintendent will apply for waiver days from The State Department of Education (ODE). If granted by ODE, the early release waiver days will be conducted on the last day of the first three (3) grade periods for a district in-service/record keeping. The professional development/record keeping will be up to the individual building and may be decided upon by central/building administration with input and collaboration from each building's staff either formally or informally. The district may have two (2) professional development waiver days in the first quarter of the year. There will be three (3) additional early release days in the first three (3) grade periods for inter-district professional development.

6.08 Personnel Files

6.08.01 Personnel File Inspection and Rebuttal Material

All teachers will be accorded the right to examine their personnel file and to make additions of pertinent rebuttal material in accordance with Revised Code Section 1347. There shall be one (1) official personnel file maintained for each teacher and such file shall be maintained in the Superintendent's office.

6.08.02 Restrictions

The right to review letters of recommendation is excluded from the above provision. No item from any anonymous source may be placed in the personnel file.

6.09 Substitutes

The Board shall attempt to supply properly certificated substitutes for absent elementary and secondary teachers including special teachers of Art, Music, and Physical Education.

Thereafter, substitutes possessing a teaching certificate or administrators will be sought. In the event no substitutes or administrators are available, teachers who, at the request or by decision of the administration, assume part of the teaching responsibility of an absent teacher shall be paid per hour and/or instructional period for the time spent assuming these additional responsibilities. This class coverage or additional responsibility will be offered to teachers with planning periods on a rotational basis.

6.10 Continuing Contract Requests

The Superintendent will process and make a recommendation to the Board either for or against an application for continuing contract status at either the November or April regular Board meeting, provided that the teacher, who is eligible in all respects under Revised Code 3319.11 for continuing contract status, makes a written request for such consideration at least one month prior to the Board meeting in question. This shall not limit the Superintendent's discretion as afforded by Revised Code 3319.11 to make whatever recommendation he/she deems appropriate.

6.11 Class Size

6.11.01All K-3 class enrollments shall not exceed 35 students, all 4-12 class enrollments shall not exceed 35 students. It is also agreed that the daily teaching load for grades 4-12 shall not exceed 175 students.

1. Before the school year commences, there will be screening days and times for entering students into kindergarten. At that time, there will be a study of results and if there are a high percentage of students (15% per class) that are deemed to be below age-appropriate academic levels, then an additional Educational Assistant will be hired by the district to aid the kindergarten teachers in advancing the goals of the educational process.

2. There will be professional development to promote advancement of reading skills and the importance of reading skills with students and parents. There may be one or two in the fall and a later one in the spring. The main objective is to guide the parents of the district to interact and promote reading skills among their children.

3. Teachers will be paid the agreed upon hourly rate for the early Kindergarten screening along with predetermined after-school activities.

    A. Each special needs student will count as one student when determining class size.

    B. Special needs students requiring an IEP in that subject area.

Exceptions to class size and daily teaching load apply to all specials including but not limited to the following: physical education, study hall, music, art, technology, and lunchroom.

6.12 Meetings

The Superintendent may call meetings of all teachers in the District, or all teachers in a particular building, where such meetings occur or extend beyond the work day at any time the Superintendent believes there is an emergency or other circumstance so compelling as to warrant such meetings.

6.13 Supplies

Each Teacher will be provided textbooks, materials, paper and classroom supplies. Requests for additional text books, materials, equipment or supplies beyond those items presently available in the District shall be directed to the building principal for approval.

If approved by the building principal, the request shall be forwarded to the Superintendent for final approval.

6.14 Board Policy Handbook

The Board shall email the MREA building representatives and the MREA President one (1) copy of the Board Policy Handbook the first day of the school year. Board policy updates will be e-mailed by the Superintendent's Office and forwarded to the Association President. The President shall see that the updates are e-mailed to the other representatives.

6.15 Work Environment

6.15.01 A separate telephone line (no number) to be used for school related business will be made available to the faculty in each building.

6.15.02 Floating Teachers

A. Storage/Working Area

If a teacher is required to float between buildings, or between rooms of a building, the Board will provide a locked storage area where he/she may store materials in each building.

6.15.03 Weathersfield Local Professional Development Committee

A local five (5) member Professional Development Committee shall exist during the term of this agreement for the purpose of preparing for full implementation of Senate Bill 230, the teacher licensure law. The Board and the Association shall be full and equal partners in the planning, development, and implementation of the law as it relates to the Weathersfield Local Professional Development Committee. In accordance with the law, a majority of the members of the WLPDC shall be practicing classroom teachers. Each member of the WLPDC shall serve two (2) year terms, which shall be staggered.

The Board shall provide up to $250.00 per year from the General Fund to cover meeting expenses of the WLPDC.

6.16 Retire/Rehire for Mineral Ridge Teachers

In 2025, there were teacher shortages and a change in the Ohio State Teachers Retirement System (STRS), there was a need for qualified and quality teachers.

This provision of the contract is specifically designed for the process and rights of a Weathersfield Local School teacher who wants to retire from the school system and then be rehired by the Weathersfield Local School Board. (These teachers will be referred to as "R/R")

6.16.01 The teacher must discuss their interest in returning to the school system upon retirement and meet with the Superintendent to discuss if there is the possibility of becoming R/R. If both parties agree that the teacher will be R/R then any prospective R/R must submit their letter of resignation by the 1st day of February effective on the last day of school.

6.16.02 The district has sole discretion on deciding which teacher/s that it may offer the opportunity to R/R.

6.16.03 Upon approval of the Weathersfield Local School Board, the district will place the R/R in an appropriate position at the district's discretion.

6.16.04 If the district deems that the R/R teacher should return to the district in their same position as prior to their retirement/resignation then said position is not nor will be seen as a vacant position and thereby not governed under 6.031as a certificated vacancy.

6.16.05 The R/R teacher will be placed on a one year limited non renewal contract. It is the sole discretion of the district to continue to offer another one year limited non renewal contract to said teacher. The R/R teacher, upon acceptance of R/R, forgoes any right of recourse against the district in accordance with ORC §3319.11 in a case of non renewal of their R/R status. The Board will inform R/R teacher/s prior to June 1 of the district's intention of non renewal.

6.16.06 The R/R does not retain nor will earn any seniority rights under this or any provision provided for under this Collective Bargaining Agreement for as long as their R/R status is active.

6.16.07 For the length of the R/R Re-employment, the R/R will always be deemed as per the annual seniority list as 0 years within the district and will be of the lowest seniority teacher.

6.16.08 No R/R teacher will be eligible for continuing contract as per ORC while re-employed by the school district.

6.16.09 The R/R teacher will not be subject to OTES in regards to evaluations. However, the district maintains the right to evaluate the R/R teacher with or without prior notification.

6.16.10 The R/R maintains all rights and privileges of any MREA member unless otherwise specified in this provision.

6.16.11 At the beginning of the school year, R/R will be forwarded sick leave in the same manner as any newly hired teacher. (As the time of this contract, district forwards 5 days of sick leave time)

ARTICLE 7. COMPENSATION

7.01 Salary Schedule Guidelines

7.01.01 Placement/Advancement on Salary Schedule

A. Placement

The Board and the MREA agree to change the manner in which newly hired teachers are placed on the teacher's salary schedule. For all new teachers hired after July 1, 2022, salary schedule placement shall be governed by 3317.13 ORC. Teachers hired prior to that date were placed on the salary schedule based upon a negotiated agreement with the Board and said teachers prior to the date of hiring.

B. Salary Calculation

In all instances, in calculating the various steps on the salary schedule, the Bachelor’s Degree minimum salary is used as the index base.

C. Column Definitions

1. Bachelor’s Degree: a teacher holds a Bachelor’s Degree with less than one hundred fifty (150) hours of undergraduate credit.

2. Bachelor’s Degree plus 18 semester hours: a teacher holds a Bachelor’s Degree and has earned at least an additional eighteen (18) hours of graduate credit hours.

3. Five Years/150 Semester hours: a teacher holds a Bachelor’s Degree with one hundred fifty (150) or more undergraduate credit hours and does not hold a Master’s Degree. Placement in this column will happen ONLY upon hiring. No current teacher may advance to this column.

4. Master’s Degree: a teacher holds a Bachelor’s Degree (in any field) and a Master’s Degree in Education or related field.

5. Master’s plus 18: teacher holds a Bachelor’s Degree (in any field) and a Master’s Degree in Education or a related field AND has earned

eighteen (18) graduate credit hours beyond the Master’s Degree.

D. Tuition Reimbursement

1. Eligibility

A teacher who has taught in the Weathersfield Local School District at least one year and returns to the District the following year is eligible for college tuition reimbursement. If a teacher resigns before September 1, he/she forfeits any reimbursement. A teacher who enrolls in a course relating to his/her employment through an accredited college or university shall receive tuition reimbursement from the Board upon successful completion of the work. The teacher must notify the Superintendent of the intended schoolwork. The Superintendent must approve the course work in advance. All qualifying hours taken after August 1 of the current school year as well as licensure and BCI costs shall be included in this Agreement. Successful completion of work shall be defined as a "C" or above or a "passing in a pass/fail class. Only accredited professional development for licensure (renewal or upgrade), or leading to an advanced degree will be approved.

The reimbursement amount mentioned below shall be paid after presentation of: (1) a fee receipt; (2) evidence of obtaining a grade of "C" or better, or a "pass" in a pass/fail class; (3) the documents shall be provided to the Treasurer's office on or before September 15 in conjunction with the appropriate reimbursement form found in S.

2. Payment

The Board will pay a maximum of$15,000.00 per year for all staff towards tuition fees in a job related or academic related course of instruction, certificate/ licensure renewal, and BCI/FBI costs. In the event that the number of teachers who have applied, and who have successfully completed their approved courses, and the amount of money due and owing exceeds the maximum of $15,000.00 allocated for all staff per year, then the Treasurer shall compute an equitable distribution within the limits set forth in the first paragraph after all teachers' hours from the prior twelve (12) months have been verified. Payment reimbursements will be made per year during the month of October following the September 1 through August 31 eligibility year. No teacher shall be reimbursed more than the actual cost of the tuition paid. In no case will reimbursement exceed the amounts set forth above.

3. In accordance with the addition by the Ohio Department of Education's requirement of a College Credit Plus (CCP) program in 2015, a teacher may receive 100% reimbursement for entering and successfully completing requirements to be accredited by an institution of higher learning for CCP. In order to receive this reimbursement, in conjunction with an agreement from the Superintendent, the teacher must be in an approved program by an institution of higher learning. The teacher must do the following:

1. Receive a passing grade of "C" or above in the pre-approved graduate level class.

2. Must be enrolled in the next appropriate class as required by the institution.

3. Must complete and follow their plan according to the timelines agreed upon by the Superintendent.

4. Upon completion of the program, must be employed at the district for three years after their completion.

E. Verification of Additional Training

Teachers who accumulate sufficient university credit to advance to the next column on the salary index shall notify the Board in writing no later than August 1 when the required course work will be completed by September 1. In order to qualify for the additional increment an official transcript is to be sent as soon as possible to the Treasurer to verify the qualification before the first pay period.

F. Placement of Part-time Contract Teachers

Teachers that have part-time contracts equivalent to one-half (1/2) day or more will receive a full year's credit on the salary schedule to compute part-time contracts. This became effective March 1, 1992.

7.01.02 Termination of Employment

In the event a teacher's individual contract is terminated by either party during the school year, at the option of the teacher, the total sum due the teacher shall be paid at the next scheduled pay date after the Board's official action on the teacher's contract.

7.01.03 Payroll Deductions

A. Payroll deductions for membership dues shall be made in accordance with the Association Rights Provision of this Master Agreement.

B. All other payroll deduction(s) which have been authorized by the teacher shall be made equally from the first and second pay of each month.

C. The Board shall continue all payroll deductions provided in the last previous school year, which shall include, but shall not be limited to, the following:

Capital Insurance (Cancer, Intensive Care)

Purchasing of Eligible STRS Credit COPE (Committee on Political Education)

Service Fee

Credit Union

Association Membership Dues

Tax-Sheltered Annuities

Payroll deductions for the above listed shall be transmitted to the proper entity on or before the pay date.

D. Any Teacher will be able to select any federally approved 403 B plan.

7.01.04 Pay Schedule

All Bargaining Unit employees shall have their salaries paid on a twelve-month basis, in twenty-four payments of approximately equal amounts except as modified in Section C below. The dates for receiving pay will be on the 5th and 20th of each month. If the 5th and 20th fall on weekends or holidays, the payment will occur on the business day before the weekend or holiday.

All Teachers shall be required to have their payroll checks directly deposited and will receive an electronic pay stub. It is the responsibility of the teacher to immediately notify the Treasurer's office prior to any change in financial institutions or e-mail. For the pay stub, it is the teacher's responsibility to change the email address for the pay stub. If not, then the electronic pay stub will be sent to the teacher's school email address.

7.02 Salary Schedules

The Salary Schedules are in Appendix A.

7.03 Hourly Rates of Compensation

Effective for the length of this agreement, the hourly rate for in-school tutors, class coverage, detention, home instruction, summer intervention and after school intervention shall be thirty-one dollars ($31) per hour in FY 26, thirty-two dollars ($32) per hour in FY 27, and thirty-three dollars($33) in FY 28.

Extended Contracts (to be paid at their per diem rate): Guidance Counselor

7.04 Supplemental Salary Schedule

Effective the 2022-2023 school year, the Athletic Director Position will be excluded from the Bargaining Unit and may be negotiated in the proceeding negotiations. Any current teacher at the inception of this agreement may be given preference in hiring for the new Administrative Position.

Any teacher that maintains the same supplemental position for five (5) consecutive years will receive an additional one percent (1%) to the agreed upon supplemental rate listed below.

Any teacher that maintains the same supplemental position for ten (10)

consecutive academic years will receive an additional one percent (1%) to the agreed upon supplemental rate listed below (i.e. 1% after the first five years and an additional 1% after year ten for a total of 2% above the agreed supplemental rate listed below.)

The supplemental salary schedules are located in Appendix B.

7.04.01 Acceptance of Supplemental Contract

The acceptance of a supplemental contract shall be a voluntary determination of the individual to whom it is offered.

7.04.02 Posting of Supplemental Positions

The MREA shall make every effort to interest members in applying for positions and to inform members how important it is to have these positions filled by regular teachers and to make it necessary to hire outside persons who might not have the same dedication, respect and student knowledge which are so vital to a successful extra-curricular program.

Prior to employing a non-certified employee for a supplemental position, the position shall be made available to members of the Employee Unit in accordance with ORC 3313.53 and Section 6.031 of this Agreement.

Non-renewal shall occur within forty-five (45) days of the completion of the season or activity, effective no later than the end of the year. Year-long activities or activities ending with the school year shall be non-renewed on or before April 30.

Varsity head coaching positions will be notified of the administrative intent to rehire through the evaluation process, which will take place within thirty (30) days of the season end. The administrative intent will be to notify present coaches of the intent to rehire in as timely a manner as possible.

Prior to the addition of a new supplemental position, the Board will negotiate with the MREA over salary.

7.04.03 Payment of Supplemental Salaries

Supplemental salaries shall be paid in one of the following methods:

For Athletic Supplemental Contracts (please refer to Supplemental Contracts Appendix B):

A. Twenty (20) equal and consecutive pays starting with the first pay in September.

B. Lump sum payment after the conclusion of the season or equal biweekly payments during the duration of the season not to extend beyond June 15.

For Non-Athletic Supplemental Contracts (please refer to the Supplemental Contracts-Appendix B)

C. Lump sum payment paid in the second pay period in May.

Under no circumstances shall supplemental salaries begin to be paid prior to the beginning of the activity for which payment is being made. The teacher will decide their payment option upon the signing of the contract.

7.04.04 Determination of Supplemental Salaries

Effective July 16, 2022, the supplemental salary for each supplemental position held by an MREA Teacher shall be calculated by multiplying the designated percentage times the salary base of the fiscal year FY 23.

Effective July 16,2023, the supplemental salary for each supplemental position held by an MREA Teacher shall be calculated by multiplying the designated percentage times the salary base of the previous fiscal year FY 24.

Effective July 16, 2024, the supplemental salary for each supplemental position held by an MREA Teacher shall be calculated by multiplying the designated percentage times the salary base of the previous fiscal year FY 25.

7.04.05 Supplemental Salary Schedule

7.04.06 Activity Pay for Extra Events

A. Saturday School (as per daily substitute rate)

B. Camp Fitch (as per daily substitute rate)

C. 8th Grade Washington DC Trip (as per daily substitute rate)

D. Teachers participating with either Camp Fitch or the Washington D.C. trip may elect to receive compensation as outlined above or receive Contact Hours to be used towards license renewal.

7.04.07 Subsidiary Teaching Duties

Home Instruction and Planning Period Substitute shall be paid at the hourly rate listed in Section 7.03

In the rare event that a grades K to 12 teacher is asked to teach two or more subject levels in the same period in one or more periods for a yearlong class or a semester class, then the teacher will receive $2000 for the entire year class bonus and $1000 for the semester class bonus. The teacher is only able to receive one entire year class bonus per year and one semester class bonus per year. The teacher shall give notice to the Superintendent via email, with a carbon copy to her/his assistant, when the teacher is assigned to more than one subject level per period.

7.04.08 Travel Reimbursement

Reimbursement of travel expenses equal to the per mile standard being utilized by the Internal Revenue Service. When the IRS modifies the per mile standard in

the middle of the month, the Board shall modify the rate effective for the first day of the following month for teachers going between buildings during the school day.

Upon administrative approval, a 400 mile round trip is the maximum amount of mileage to be paid as per the IRS standard. Meal reimbursement is capped at $30 per day and a reasonable gratuity at 20% of meal price. Itemized receipts must be turned in within 2 business weeks of return and if any alcohol is on said receipt then there will be no reimbursement of the receipt. Furthermore, hotel stays must be booked by the Treasurer of the district or there will be no reimbursement.

7.04.09 Perfect Attendance Bonus

Any teacher having perfect attendance for the academic grading period shall receive a lump sum payment of $250.00 at the conclusion of that academic grading period. There are four (4) academic grading periods in a year. Upon achieving perfect attendance for all four (4) grading periods, the teacher shall have the choice of receiving an additional $250 or an additional Bonus Personal Day to use the following school year.

“Perfect attendance" shall be defined as actually rendering an entire day of service for each and every day of the school year on which teachers are required to report, excluding court appearances for jury duty only.

Any absence or leave of any kind other than Board approved attendance at professional meetings pursuant to § 5.09 and Personal Leave pursuant to § 5.13 and Emergency Bereavement Leave pursuant to 5.05 of this Agreement shall disqualify a teacher from achieving perfect attendance.

It is the responsibility of the MREA member to fill out the form found in Appendix R within 30 calendar days of the end of the academic grading period to receive the Perfect Attendance Bonus.

7.05 Cooperating Teacher Pay

If a member of the MREA decides to become a cooperating teacher of a student teacher from a university or college which grants funds of any type to the teacher, once the funds are received by the district from the university or college, then the funds will be paid directly to the teacher in the next pay period as a cooperating.

ARTICLE 8. BENEFITS

8.01 Insurances

8.01.01 General Coverages effective July 1, 2019

The Board will provide hospitalization insurance to teachers through the medical

plan options provided by the Trumbull County Schools Employees Insurance Consortium (herein- after "Consortium") in the following manner:

A. Eligible teachers hired on or before July 1, 2008 wanting health insurance coverage including prescription drug coverage will choose from the PPO plans offered through the Consortium. Such teachers who choose PPO-2 will contribute twenty percent (20%) in FY 23, 24 and 25 by payroll deduction. Eligible teachers choosing PPO- 3 may subsequently change to PPO-2 only during the annual open enrollment period or in response to a major change recognized by the insurer as a "catastrophic change" such as due to the death of a spouse, divorce, marriage, etc., and upon reverting to PPO-2, twenty percent (20%) in FY 23, 24, and 25 of the monthly premium costs by payroll deduction.

B. Eligible teachers hired after July 1, 2008 desiring health insurance coverage including prescription drug coverage may choose either PPO-2 or PPO-3 offered through the Consortium. PPO-2 selection will require twenty percent (20%) in FY 23, 24, and 25 premium contributions to be made each month by payroll deduction. Eligible teachers choosing PPO-3 subsequently may change to the PPO-2 only during the annual open enrollment period or in response to a major change recognized by the insurer, as a "catastrophic change" such as due to the death of a spouse, divorce, marriage, ect., and upon reverting to the PPO-2, the teacher shall pay twenty percent (20%) in FY 23, 24, and 25 of the monthly premium costs by payroll deduction.

C. Eligible teachers may "opt-in" to the "SuperMed Plus IV Plan/HSA Plan" or any like plan as offered by the district's current insurance carrier. The eligible teacher must enroll into the plan during the "open enrollment" period which as of this contract is 9/1 to 9/30. If the member enrolls in this plan, then the district will place into the appropriate Health Savings Account (HSA) for a family enrollment one thousand five hundred dollars ($1500) in 1/2023, 1/2024, and 1/2025, for teacher plus spouse plan the district will place one thousand two hundred and fifty dollars ($1250) in 1/~~2020~~ 2023, 1/2024, and 1/2025, for teacher and children plan the district will place one thousand dollars ($1000) in 1/2023, 1/2024, and 1/2025, for single plan the district will place six hundred dollars ($600) in 1/2023, 1/2024, and 1/2025. Additionally, the teacher shall pay twenty percent (20%) in FY 23, 24, and 25 of the monthly premium costs by payroll deduction.

D. Included in the health insurance benefit set forth herein to eligible teachers is an Internal Revenue Service Section 125 Plan which will include a teacher funded flexible spending account up to the maximum allowable IRS Limit. This FSA will allow eligible teachers to use pre-tax dollars to pay non-reimbursed medical, dental and/or prescription drug bills as well as to pay child or elder dependent care expenses as allowed under Section 125 of the Internal Revenue Act of 1978. The Board shall pay all administrative costs of the Section 125 Plan. Election for this plan can be made only once per year.

E. Eligible teachers selecting PPO-2 or PPO-3 will receive health reimbursement accounts with the Consortium for utilization in accordance with IRS regulations. These health reimbursement accounts will *be* funded by the Board to the maximum permitted by the individual PPO plans of the Consortium.

F. Prescription drug coverage is included with each of the PPO plans and may not be chosen separately from the PPO nor may the PPO coverage be chosen without the accompanying drug coverage specified by the PPO plan.

G. Spousal coverage under any of the PPO alternatives will be provided only upon proof that the spouse does not have other insurance coverage available to him/her through the spouse's employer which costs the spouse less than $250.00 per month for single coverage. If such coverage is available, the eligible teacher's spouse must enroll in at least single coverage from his/her employer for the bargaining unit teacher to be eligible for family coverage from the Board. Falsification of spousal coverage information shall be grounds for discipline, including discharge.

H. Eligible teachers who have a spouse who is also employed and eligible for coverage with this District or another Consortium member district shall either obtain a single coverage policy from their respective employer or may select family coverage from the employer of the spouse with the earliest birth date in the year (i.e., the birthday rule). Neither spouse is eligible to receive "opt out" payments if both receive coverage through the Consortium.

I. Eligible teachers who chose to forego their right to coverage shall receive an "opt out" benefit in the amount of twelve percent (12%) of the annual premium costs of the most expensive PPO alternative for which they were eligible during the month of June of the school year of non-participation. Teachers who forgo their right to coverage but are receiving health insurance coverage from the Trumbull County Schools Insurance Consortium as part of family coverage are not eligible for the "opt out". (Please see Appendix T "Opt-Out Form")

J. An eligible teacher that has declined the available coverage under this contract who suffers a "catastrophic change" (e.g., divorce, birth of a child, etc.) shall thereafter have the right to select and receive coverage from among the PPO's for which they are eligible under the previous provisions of this Section and in accord with the requirements of the insurer. Any "opt out" payments shall be reduced proportionately to the time that coverage is thereafter extended; and, if an overpayment has occurred, the teacher shall remit such overpayment to the Treasurer within thirty (30) days of extension of coverage to him/her.

K. If the Consortium adopts health risk assessment programs as provided by and recommended by the insurance carrier, each teacher and their dependents must participate by completing questionnaires and/or

participate in assessments. Although teachers would be encouraged, based upon their assessment/testing results, to participate in health improvement programs and/or disease management programs as part of this health coverage package, they would not be required to do so.

All teachers will be required to provide (spouse and child) eligibility documentation as required by the Trumbull County Schools Insurance Consortium.

L. A teacher retiring from service with the Weathersfield Local School District shall have insurance coverage terminated on the teacher's effective date of retirement.

8.02 Specific Coverage

8.02.01 Life

A. Each member of the Bargaining Unit will be provided group term life in the amount of $50,000.

B. Each member of the Bargaining Unit shall be provided accidental death and dismemberment benefits in the amount of face value of the policy.

C. The effective date shall be the anniversary date of the present coverage.

D. Vision Benefit Maximums

1. Service Max. Benefit Payment*

Participants are eligible for one (1) eye exam per calendar year. Participants are eligible for one (1) set of frames and lenses every other calendar year.

E. Dental Benefit Maximums

Maximum Benefit Each Calendar Year for Class I, II and III Services	$ 750.00
Lifetime Maximum for Orthodontic Services, per Person	$1000.00
Individual Deductible	$ 25.00
Family Maximum Deductible	$ 75.00
Family Security Benefit up to 24 Months	
Percentages (of Usual & Customary) Payable for Covered Dental Procedures:	

Class I 100%	Class II 80%
Class III 50%	Class IV 60%

8.03 Worker's Compensation

Teachers and school employees are covered by the Worker's Compensation Law which provides compensation for workers and their dependents for death, injuries or occupational diseases occasioned in the course of such worker's employment.

8.04 Severance Pay

8.04.01 Any Weathersfield Local School District teacher who qualifies for retirement under the State Teachers Retirement System is eligible.

A. Guidelines: Maximum Severance Pay

1. One-fourth (1/4) of accumulated sick leave up to two hundred eighty (280) days plus fourteen percent (14%) of sick leave days in excess of two hundred eighty (280) days. Any fractional part of a day will be counted as an additional day.

2. To qualify for maximum severance:

   a. The teacher must have been employed for five (5) years by the Weathersfield Local Board of Education.

   b. The employee meets the minimum requirements for STRS retirement.

   c. Severance pay shall be made on a per diem rate based on the salary in the year of retirement.

   Severance pay shall be made in two lump sum payments 12 months apart into the 403(b) plan previously established by the Board on behalf of the retiring teacher.

3. Severance payment is to be made by September 1 of the year of retirement if the teacher notifies the Retirement in Columbus by July 1. A letter must be on file in the Treasurer's office from the Retirement Board, requested by the teacher, that he or she has officially retired and is to or has received retirement compensation. To define retirement Section 3309.34 of the Revised Code shall be used. If a member eligible for severance should die prior to retirement, his or her beneficiary shall receive the benefit.

8.05 Board Pick-up of Member Contributions to STRS

The Weathersfield Local Board of Education will designate each teacher's mandatory contributions to the State Teachers Retirement System in Ohio as "pick-up" by the Board as contemplated by the Internal Revenue Service Rulings 77-464 and 81-36, although they will continue to be designated as teacher contributions as permitted by Attorney General opinion 82-097, in order that the amount of the teacher's income reported by the Board as subject to federal and Ohio income tax shall be the teacher's total gross income reduced by the then-current percentage amount of the teacher's mandatory State Teachers Retirement System contribution, which has been designated as "pick-up" by the Board, shall be included in computing final average salary, provided that no teacher's total salary is increased by such "pick-up", nor is the Board's total contribution to the State Teachers Retirement System of Ohio increased thereby. This "pick-up" shall be at no cost to the Board.

8.06 Flexible Spending Accounts Until June 30, 2008

Deleted effective July 1, 2008 since set forth in 8.011 (C)

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any Teacher so requesting. The IRS Section 125 Plan offered shall include a Flexible Spending Account (FSA). This plan shall allow employees to use pre-tax dollars to pay child or elder dependent care expenses and non-reimbursed medical, dental, and/or prescription drugs bills. All administrative costs will be assumed by the Board.

ARTICLE 9. EFFECTS OF THE CONTRACT

9.01 No Reprisals

The Board and the Administration agree that there will be no reprisals of any kind taken against the members of the Teacher Unit for action taken relative to negotiations, and/or membership representation, and/or holding office in the Association, and/or for the formal filing of a grievance.

9.02 Amendments

This Agreement supersedes and cancels all previous agreements, verbal or written based upon alleged past practices, between the Board and Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

9.03 Implementation

The Board shall change personnel policies and practices as may be necessary in order to give full force and effect to this Agreement. Should there be a conflict between this Agreement and any policy or practice, then the terms of this Agreement shall prevail.

9.04 Personnel Forms

9.04.01 Attachment to Agreement

All personnel forms that are utilized relative to the implementation of the provisions of this Agreement shall be attached as an appendix to this Agreement.

9.04.02 Conformance with Agreement

All personnel forms contained in the Appendix of this Agreement shall be in full compliance with the terms and conditions of this Agreement.

9.05 Duplication and Distribution

Prior to the effective date of any successor contract, all efforts will be made by the parties to prepare the final signed contract and provide an electronic copy to all members.

9.06 Strikes and Lockouts

9.06.01 Strikes

The Mineral Ridge Education Association agrees there shall be no strike, as defined in ORC 4117.0IH, during the duration of this Contract or any agreed extension(s).

9.06.02 Lockouts

The Weathersfield Board of Education hereby agrees there will be no lockout during the duration of this Contract or any agreed extension(s).

9.07 Employment Practices and Conditions

The Board agrees that it will not discriminate against any member of the Bargaining Unit because of membership or non-membership in the MREA or as a result of negotiations, complaint or other proceedings under this document. Membership in the MREA will not be a condition of employment or continued employment and a teacher's membership or non-membership in the MREA shall in no way affect the teacher's status as a teacher of the Board.

9.08 Conflict with Law or Regulations

If any provisions of this document or any application of the provisions of this document to any person or persons shall be found contrary to any federal or state law, regulation, ruling or order, whether now or hereafter, enacted, then such provisions or application shall be inoperative, but the remaining provisions hereof shall continue in full force and effect.

9.09 District Consolidation, Jurisdictional Changes and Territorial Transfer Provision

9.09.01 Voluntary

The Board will not enter into any merger, consolidation or assignment within any other school district which would result in the suspension of any Teacher's employment contract.

9.09.02 Mandated

In case of mandated merger or consolidation, the provisions of this negotiated agreement shall apply to all Teachers employed by the new district.

9.10 Duration

This Agreement shall be in effect from 12:01 a.m. July 16, 2025 through midnight July 15, 2028.

The parties to this Agreement signed this date, May 19, 2025, as witnessed below

For the District		For the Union	
Superintendent	5/19/25 date	Union President	5/19/25 date
Admin Team member.	5/19/25 date	Union Team member	5/19/25 date
Admin Team member.	5/19/25 date	Union Team member	5/19/25 date
Admin Team member.	5-19-25 date	Union Team member	5/19/25 date
Admin Team member.	5-19-25 date	Union Team member	5/19/25 date
Admin Team member.	5-19-25 date	OFT Representative	5/19/25 date

Appendix A-Salary Schedules

		WEATHERSFIELD SALARY SCHEDULE				$38,115
					FY 26	4.00%
YRS		BACHELORS	BACH + 18	FIVE YEARS	MASTERS	
EXP		DEGREE	SEM/HRS	150 SEM/HRS	DEGREE	Masters + 18
0		$38,115	$40,021	$40,783	$41,545	$42,308
		1	1.05	1.07	1.09	1.11
1		$40,249	$42,155	$43,032	$43,908	$44,785
		1.056	1.106	1.129	1.152	1.175
2		$42,384	$44,328	$45,281	$46,272	$47,263
		1.112	1.163	1.188	1.214	1.24
3		$44,518	$46,500	$47,529	$48,635	$49,740
		1.168	1.22	1.247	1.276	1.305
4		$46,653	$48,673	$49,778	$50,998	$52,217
		1.224	1.277	1.306	1.338	1.37
5		$48,787	$50,845	$52,027	$53,361	$54,695
		1.28	1.334	1.365	1.4	1.435
6		$50,922	$53,018	$54,276	$55,724	$57,172
		1.336	1.391	1.424	1.462	1.5
7		$53,056	$55,190	$56,524	$58,087	$59,650
		1.392	1.448	1.483	1.524	1.565
8		$55,190	$57,363	$58,773	$60,450	$62,127
		1.448	1.505	1.542	1.586	1.63
9		$57,325	$59,536	$61,022	$62,848	$64,605
		1.504	1.562	1.601	1.6489	1.695
10		$62,890	$64,795	$66,701	$68,607	$70,513
		1.65	1.7	1.75	1.8	1.85
15		$70,513	$74,324	$76,230	$78,136	$80,041
		1.85	1.95	2	2.05	2.1
20		$78,136	$80,041	$81,947	$85,759	$87,664
		2.05	2.1	2.15	2.25	2.3
25		$81,947	$83,853	$85,759	$89,570	$91,476
		2.15	2.2	2.25	2.35	2.4
30		$87,664	$89,570	$91,476	$93,382	$95,287
		2.3	2.35	2.4	2.45	2.5
34		$89,570	$91,476	$93,382	$95,287	$99,099
		2.35	2.4	2.45	2.5	2.6

Appendix A-Salary Schedules

		WEATHERSFIELD SALARY SCHEDULE				$39,258
					FY 27	3.00%
YRS		BACHELORS	BACH + 18	FIVE YEARS	MASTERS	
EXP		DEGREE	SEM/HRS	150 SEM/HRS	DEGREE	Masters + 18
0		$39,258	$41,221	$42,006	$42,792	$43,577
		1	1.05	1.07	1.09	1.11
1		$41,457	$43,420	$44,323	$45,226	$46,129
		1.056	1.106	1.129	1.152	1.175
2		$43,655	$45,658	$46,639	$47,660	$48,680
		1.112	1.163	1.188	1.214	1.24
3		$45,854	$47,895	$48,955	$50,094	$51,232
		1.168	1.22	1.247	1.276	1.305
4		$48,052	$50,133	$51,271	$52,528	$53,784
		1.224	1.277	1.306	1.338	1.37
5		$50,251	$52,371	$53,588	$54,962	$56,336
		1.28	1.334	1.365	1.4	1.435
6		$52,449	$54,608	$55,904	$57,396	$58,888
		1.336	1.391	1.424	1.462	1.5
7		$54,648	$56,846	$58,220	$59,830	$61,439
		1.392	1.448	1.483	1.524	1.565
8		$56,846	$59,084	$60,536	$62,264	$63,991
		1.448	1.505	1.542	1.586	1.63
9		$59,045	$61,322	$62,853	$64,733	$66,543
		1.504	1.562	1.601	1.6489	1.695
10		$64,776	$66,739	$68,702	$70,665	$72,628
		1.65	1.7	1.75	1.8	1.85
15		$72,628	$76,554	$78,517	$80,480	$82,443
		1.85	1.95	2	2.05	2.1
20		$80,480	$82,443	$84,406	$88,331	$90,294
		2.05	2.1	2.15	2.25	2.3
25		$84,406	$86,368	$88,331	$92,257	$94,220
		2.15	2.2	2.25	2.35	2.4
30		$90,294	$92,257	$94,220	$96,183	$98,146
		2.3	2.35	2.4	2.45	2.5
34		$92,257	$94,220	$96,183	$98,146	$102,072
		2.35	2.4	2.45	2.5	2.6

Appendix A-Salary Schedules

		WEATHERSFIELD SALARY SCHEDULE				$40,436
					FY 28	3.00%
YRS		BACHELORS	BACH + 18	FIVE YEARS	MASTERS	
EXP		DEGREE	SEM/HRS	150 SEM/HRS	DEGREE	Masters + 18
0		$40,436	$42,458	$43,267	$44,075	$44,884
		1	1.05	1.07	1.09	1.11
1		$42,701	$44,722	$45,652	$46,582	$47,512
		1.056	1.106	1.129	1.152	1.175
2		$44,965	$47,027	$48,038	$49,089	$50,141
		1.112	1.163	1.188	1.214	1.24
3		$47,229	$49,332	$50,424	$51,597	$52,769
		1.168	1.22	1.247	1.276	1.305
4		$49,494	$51,637	$52,810	$54,104	$55,398
		1.224	1.277	1.306	1.338	1.37
5		$51,758	$53,942	$55,195	$56,611	$58,026
		1.28	1.334	1.365	1.4	1.435
6		$54,023	$56,247	$57,581	$59,118	$60,654
		1.336	1.391	1.424	1.462	1.5
7		$56,287	$58,552	$59,967	$61,625	$63,283
		1.392	1.448	1.483	1.524	1.565
8		$58,552	$60,856	$62,353	$64,132	$65,911
		1.448	1.505	1.542	1.586	1.63
9		$60,816	$63,161	$64,738	$66,675	$68,539
		1.504	1.562	1.601	1.6489	1.695
10		$66,720	$68,741	$70,763	$72,785	$74,807
		1.65	1.7	1.75	1.8	1.85
15		$74,807	$78,851	$80,872	$82,894	$84,916
		1.85	1.95	2	2.05	2.1
20		$82,894	$84,916	$86,938	$90,981	$93,003
		2.05	2.1	2.15	2.25	2.3
25		$86,938	$88,960	$90,981	$95,025	$97,047
		2.15	2.2	2.25	2.35	2.4
30		$93,003	$95,025	$97,047	$99,069	$101,090
		2.3	2.35	2.4	2.45	2.5
34		$95,025	$97,047	$99,069	$101,090	$105,134
		2.35	2.4	2.45	2.5	2.6

Appendix B

Supplemental Salary Schedules

Supplemental Contracts				
Athletic Supplementals				
Asst. AD	18%			
Asst. AD	18%			
Fall Season			**Spring Season**	
Varsity Football HC	22%		Varsity Baseball HC	13%
Asst. Football	12%		Asst. Coach	7%
Asst. Football	12%			
Asst. Football	12%		Varsity Softball HC	13%
Asst. Football	12%		Asst. Coach	7%
Asst. Football	12%			
Asst. Football (Jr. High)	12%		Varsity Boys Track	13%
Asst. Football (Jr. High)	12%		Varsity Girls Track	13%
			Asst. Coach	7%
			Asst. Coach	7%
Varsity Volleyball HC	22%		Asst. Coach	7%
Asst. Volleyball	12%		Asst. Coach	7%
Asst. Volleyball	12%		Asst. Coach	7%
Asst. Volleyball (Jr. High)	12%		Asst. Coach	7%
Asst. Volleyball (Jr. High)	12%		Asst. Coach JH Girls	7%
Varsity Cross Country HC	13%		Asst. Coach JH Boys	7%
Asst. Cross Country	7%			
Asst. Cross Country (Jr. High)	7%		Weightlifting HS	6%
			Weightlifting MS	4%
Varsity Boys Golf HC	13%			
Varsity Girls Golf HC	13%		Varsity Cheerleading HC	13%
			Asst. Coach	7%
Varsity Soccer HC	13%		Asst. Coach	7%

Asst. Varsity Soccer	7%			
			Band/Music Director	21%
Winter Season			Asst. Director	8%
Varsity Boys BB HC	22%		Danceline/Majorette	6%
Asst. Coach BB	12%			
Asst. Coach BB	12%		E-Sports	17%
Asst. Coach BB (Jr. High)	12%			
Asst. Coach BB (Jr. High)	12%			
Varsity Wrestling HC	22%			
Asst. Coach Wrestling	12%			
Asst. Coach Wrestling	12%			
Varsity Girls BB HC	22%			
Asst. Coach BB	12%			
Asst. Coach BB	12%			
Asst. Coach BB (Jr. High)	12%			
Asst. Coach BB (Jr. High)	12%			
Academic Supplementals				
Senior Class Advisor	8%		History Club Advisor	4%
Junior Class Advisor	10%		Art Club Advisor	4%
Sophomore Class Advisor	4%		HS Quiz Bowl Advisor	4%
Freshman Class Advisor	4%		7/8 Prep Bowl Advisor	4%
HS Yearbook 7-12	3%		HS 7-12 English Festival	4%
NHS Advisor	4%		Drama Club Advisor	4%
Beta Club Advisor	4%		HS 9-12 Student Council	5%
Jr. High Student Council	3%		Science Club	4%
CCP	2%		Lead Mentor	2%
Mentor Teacher	3%		Spanish Club	4%
Ski Club	4%		Challenge 24 (2)	4%
Power of the Pen	4%		Chess & Conversation Club	4%
Seaborn				
Prep Bowl	4%		Student Council	4%

Yearbook	5%		Music Director	6%
ELA After School Enrichment	11%		Math After School Enrichment	11%
Art Club	4%		Fit Club	4%
Ukulele Club	4%		Disconnect Club	4%
Challenge 24	4%			

Appendix C Grievance Form Step 1

WEATHERSFIELD LOCAL SCHOOL DISTRICT
Grievance Report Form

Grievance No. _____

Distribution:
1. Grievant
2. Immediate Supervisor
3. MREA

STEP1

_____
Building Assignment Name of Grievant(s) Date Filed

A. Date Cause of Grievance occurred_____

B. An Informal Grievance was presented to _____ or _____and was not resolved.

C. 1. Statement of Grievance:_____
_____

2. Section or Sections of Collective Bargaining Contract claimed to be involved:_____

3. Relief Sought: _____

_____
Signature of Grievant. Date

D. Disposition by Supervisor (to be completed and returned to grievant and Superintendent within five days after meeting):

_____
_____
_____
_____

_____
Signature of Supervisor Date

The space limitations indicated above should, wherever needed be supplemented by additional paper to be attached to this form.

Appendix D Grievance Form Step 2

WEATHERSFIELD LOCAL SCHOOL DISTRICT
Grievance Report Form

Grievance No. _____

STEP2

_____
Building Assignment Name of Grievant(s) Date Filed

Date Cause of Grievance occurred_____
B. 1. Reasons why Grievance is not at Step 2:_____
_____

2. Restatement of Grievance _____

_____

3. Relief Sought _____

_____

_____
Signature of Grievant. Date

C. Disposition by Superintendent or his designee (to be completed within ten days after meeting and sent to grievant, Superintendent, Association Grievance Chairperson and Immediate Supervisor):

_____

_____

_____

_____

_____
Signature of Superintendent Date

The space limitations indicated above should, wherever needed be supplemented by additional paper to be attached to this form.

Appendix E Grievance Form Step 3

WEATHERSFIELD LOCAL SCHOOL DISTRICT
Grievance Report Form

Grievance No. _____

STEP3

(Request for hearing before Board to be made within ten days following the receipt of disposition of grievance in step 2)

_____

Building Assignment Name of Grievant(s) Date Filed

Date Submitted to Superintendent_____

B. 1. Reasons why Grievance is not at Step 3:_____
_____

2. Restatement of Grievance _____

_____

3. Relief Sought _____

_____

_____
Signature of MREA President. Date

C. Received by Treasurer of Board of Education

_____
Signature Date

D. Disposition by Board:

_____
_____
_____

_____
Signature of Board President. Date

The space limitations indicated above should, wherever needed be supplemented by additional paper to be attached to this form.

Appendix F Request for Arbitration

Request for Arbitration

Grievance No.

Step 4

TO BE SENT BY CERTIFIED MAIL TO
THE PRESIDENT OF THE BOARD OF EDUCATION
RETURN RECEIPT REQUESTED

Request is hereby made for a hearing before an arbitrator as provided in Step 4 of the Grievance Procedure. Attached, is a complete set of forms heretofore filed in the grievance

_____ _____
Building Assignment

_____ _____
Name of Grievance Date Grievance Originally Filed

_____
Signature of Grievant(s) Date

_____
Signature of MREA President Date

The space limitations indicated above should, wherever needed be supplemented by additional paper to be attached to this form.

Appendix G Application for Use of Sick Leave

WEATHERSFIELD LOCAL SCHOOL DISTRICT

Application for Use of Sick Leave

Name_____

Dates(s) of Absence_____

Reasons for absence:

Personal Illness _____

Pregnancy _____

Personal Injury _____

Exposure to contagious disease which could be communicated to others. _____

Absence due to illness. __, injury __, or death __ in the employee's immediate family. _____

_____

Signature of Employee

_____

Administrative Action

_____ _____

Supervisor/ Principal Superintendent

Date: _____ Date: _____

Appendix H Sick Leave Bank

WEATHERSFIELD LOCAL SCHOOL DISTRICT
Sick Leave Bank
Application to Use Days Form

Date: _____
School: _____

_____
Bargaining Unit Member

_____ I have contributed to the Sick Leave Bank.

_____ I have exhausted all of my accumulated sick leave.

==========

Number of days requested: ____ days

Dates of absence:

_____

Reason for absence:

1. Personal illness

2. Illness of spouse

3. Illness of dependent children

Physicians statement is necessary (attached)

_____
Signature of Employee

==========

Approved _____ _____

Disapproved _____ _____

_____

_____

_____

Date: _____ _____. _____
Sick Leave Bank Committee

Appendix I Application for Use of Association Leave

WEATHERSFIELD LOCAL SCHOOL DISTRICT

Application for Use of Association Leave

Name:_____

Date(s) of Absence:
_____

_____ _____
Date Superintendent

_____ _____
Date Mineral Ridge Education Association President

Appendix J Request for Sabbatical Leave

WEATHERSFIELD LOCAL SCHOOL DISTRICT

Request for Sabbatical Leave

Name:_____
_____

Number of years of service in the District: ____ years

Dates of requested leave: From. _____
to _____

Assignment (position) prior to leave: _____

Teaching certification. _____

_____

Date:_____ _____
Signature of Employee

ADMINISTRATIVE ACTION

Approved:_____ _____
Superintendent

Disapproved:_____ Date:_____

Appendix K Application for Emergency Leave

WEATHERSFIELD LOCAL SCHOOL DISTRICT

Application for Emergency Leave

Employees requesting emergency leave must make such a request to the Superintendent at least 24 hours prior to the use of such leave, unless it involves an extreme emergency that negates the time element.

Name: _____ Date _____

Last First M.I.

I request leave beginning _____AM/PM _____,20_____

and ending _____AM/PM _____,20_____for the following reason:

_____

_____

_____

I understand that falsification of this statement is grounds for suspension or termination of my employment under ORC 3319.16.

_____ _____

Date of Signature Signature of Employee

==========

ADMINISTRATIVE ACTION

_____Approved

_____Disapproved

_____Total Days Approved

_____ _____

Date Authority

Appendix L Application for Emergency Bereavement Leave

WEATHERSFIELD LOCAL SCHOOL DISTRICT

Application for Use of Emergency Bereavement Leave

Name:_____

Dates(s) of Absence_____

Death of Immediate Family: (3 Days)

1. Husband _____
2. Wife _____
3. Child _____
4. Father _____
5. Mother _____
6. Brother _____
7. Sister _____
8. Grandparent _____
9. Grandchild _____
10. Aunt _____
11. Uncle _____
12. In-Laws _____
13. Member of Immediate Household _____

_____
Signature of Employee

Administrative Action

_____ _____
Supervisor/ Principal Superintendent

Date: _____ Date: _____

*Emergency bereavement leave shall be contiguous to the death or funeral of such immediate family member.

Appendix M Request for Parental Leave

WEATHERSFIELD LOCAL SCHOOL DISTRICT

Request for Parental Leave

Name:_____

Dates of requested leave: From _____

To_____

Reason for requested leave:

1. Pregnancy _____

2. Adoption _____

3. Become a parent by reason of pregnancy of his spouse _____

_____
Employee Signature

Date: _____

ADMINISTRATIVE ACTION

Approved _____ _____
Signature of Superintendent

Disapproved _____ Date: _____

Appendix N Application for Professional Leave

WEATHERSFIELD LOCAL SCHOOL DISTRICT
Application for Professional Leave

Name _____

Date Request Submitted_____

Position_____

Workshop or Conference_____
City _____State _____

Dates of Conference: From _____ through_____

Reason for Request _____ _____

_____

Date: _____ _____
Signature of Employee

Date: _____ _____
Signature of Principal

ESTIMATED COSTS

	Approved Amount
* Lodging	_____
* Food	_____
* Gas	_____
• Registration	_____
Other	_____
TOT AL _____	TOTAL APPROVED _____

Attach approved application to your request for reimbursement along with all receipts for which you are to be reimbursed for lodging. food, registration. tolls. parking. etc.

_____

Approved_____ _____
Superintendent

Disapproved _____ Date: _____

Appendix O Employee Assault Report

WEATHERSFIELD LOCAL SCHOOL DISTRICT
Employee Assault Report

Employee assaulted _____ Home Phone _____

Date of assault _____ Time _____ AM/PM

Building _____.Assignment: _____

Name(s) of perpetrator(s) _____

- Student
- Parent
- Other

Witness(es) _____

Incident location_____

School official notified _____ Title _____

Date _____

Incident was also reported to:

- Police
- Juvenile Authorities

Briefly describe incident:. _____

_____

_____

Action taken by

- School
- Police
- Juvenile Authorities

Describe action taken_____

_____

_____

Appendix P Personal Leave Form

WEATHERSFIELD LOCAL SCHOOL DISTRICT
Personal Leave Form

Date:_____

_____ _____
Employee Building

I hereby request a personal leave day pursuant to the provisions of the Contract on

:_____ :_____, 20_____
Month Day(s)

_____ _____
Employee's Signature Supervisor/Principal

_____ _____
Date Date

_____

ADMINISTRATIVE ACTION

Approved:_____ _____
Superintendent

Disapproved:_____ Date:_____

Appendix Q Professional In-Service Meetings

WEATHERSFIELD LOCAL SCHOOL DISTRICT
Professional In-Service Meetings

This form shall be used for all In-Service Meetings where substitutes will be paid from sources other than the General Fund.

Name of teacher _____

Building _____

Date(s) _____

Purpose of meeting, _____

_____

Location of meeting, _____

_____

Substitute, _____

Substitute paid for by _____

_____

_____ _____
Principal's Approval Employee's Signature

Appendix R Perfect Attendance Form

WEATHERSFIELD LOCAL SCHOOL DISTRICT – APPENDIX R

REQUEST FOR PERFECT ATTENDANCE STIPEND

Date: _____

_____ _____
Employee Building

I hereby request payment of $250.00 in accordance with § 7.049 of the negotiated agreement between the Weathersfield Local Board of Education and the Mineral Ridge Education Association.

_____ First grading period of school year 20__ - 20__

_____ Second grading period of school year 20__ - 20__

_____ Third grading period of school year 20__ - 20__

_____ Fourth grading period of school year 20__ - 20__

To be completed after the fourth grading period if applicable:

_____ I have received a perfect attendance stipend in all four grading periods of school year 20__ -20 __ and request the following:

_____ An additional stipend in the amount of $250.00

_____ An additional personal day added to my leave balance.

This request for payment must be completed and returned to the office of the Treasurer no later than one week after the last day of the current grading period.

_____ _____
Employee's Signature Building Principal Signature

_____ _____
Date Date

ADMINISTRATIVE ACTION

Approved _____ _____
Superintendent

Disapproved _____ Date: _____

Appendix S Tuition Reimbursement

WEATHERSFIELD LOCAL SCHOOL DISTRICT – APPENDIX S
College Tuition Reimbursement
Course Approval Form

Teacher's Name:_____

Building:_____

Date course is scheduled to begin:_____

Date course is to be completed:_____

Title of Course:_____

College/University:_____

Reason for taking course: _____
_____

Teacher's Signature:_ _____Date:_____
Superintendent's signature:_____

Approval Date:_____

Notes:

- The Superintendent must approve the course work for reimbursement before registration has taken place.
- Only accredited professional development for licensure (renewal or upgrade) or leading to an advanced degree will be approved.
- The Board will pay a maximum of $15,000.00 per year for all staff towards tuition fees. In the event, the reimbursements to teachers who have applied exceeds the maximum of $15,000.00 allocated for all staff per year, then the Treasurer shall compute an equitable distribution within the limits set forth in the first paragraph after all teachers' hours from the prior twelve (12) months have been verified.
- Reimbursement will be made upon presentation of (1) fee receipt, (2) evidence of obtaining a grade of C or better, or a pass in a pass/fail class, (3) the documents are to be turned in to the treasurer's office on or before September 15th.

Payment:

- Payment will be made per year in October following the September 1 to August 31 eligible year.

Please refer to (C) Tuition Reimbursement on page 40 of the agreement between the Weathersfield Board of Education and the MREA.

Appendix T Insurance Opt-Out Form

ELECTION TO DECLINE INSURANCE COVERAGE

I, the undersigned employee of the Weathersfield Local School District, do hereby certify that I have been informed of my right to accept payment in lieu of health insurance benefits otherwise provided through the Weathersfield local School District.

I UNDERSTAND THAT THE SOLE FUNCTION OF THE WEATHERSFIELD LOCAL SCHOOL DISTRICT IS TO ADVISE ME OF THIS OPTION AND I DO HEREBY ASSUME FULL AND SOLE RESPONSIBILITY FOR THE ELECTION OF THIS OPTION.

I further understand that by electing to decline any or all health insurance benefits that I am giving up any and all rights to make claims for benefits from the Weathersfield local School District Health benefit plans and/or payment of declined Hospital, Physician, Major Medical, and Dental or Vision Bills and acknowledge that I am solely responsible for such services and bills.

If you elect to drop only certain coverage, you will still be eligible for a portion of the Incentive amount. If you are eligible for family coverage and elect to carry some or all of the single coverage, you will be eligible for a portion of the incentive.

Eligible bargaining unit members who chose to forego their right to coverage shall receive an "opt out" benefit in the amount of twelve percent (12%) of the employer's portion of the annual premium cost of the most expensive PPO alternative for which employee was eligible during the month of June of the school year of non-participation. If you choose to decline medical coverage, while keeping Dental coverage, your payment will be reduced by twelve percent (12%) of the employer's annual cost of the dental plan. If you are eligible for, but don't request coverage or drop coverage you will receive:

A. Family Plan (opting out of all medical)
B. Family Medical (opting out of medical, keeping dental) (Amount Subject to change due to premium increases and copay changes)

If you are eligible for family plan, but elect to take single coverage you will receive:

C Taking Single coverage In lieu of Family (medical & dental)
D Taking Single coverage Medical (opting out of medical, keeping dental) (Amount Subject to change due to premium Increases and copay changes)

The election to decline any coverage will be for a period of one full year, October 1 through September 30. In return, I will receive an incentive payment from the Board of Education based on the coverages dropped. The Treasurer will make this payment within thirty (30) days after completion of the one·year period. Eligible status changes during the 12 month period will be prorated.

Please make your choice below and return this form to the Treasurer's Office by September 20th.

_____ I wish to participate in the incentive payment program. (select one of the following options)

_____Family Plan {Option A)
_____Family Medical (Option B}
_____Single in lieu of Family Medical (Option C)
_____Single in lieu of Family Medical (Option D)

I DO NOT wish to participate in the incentive payment program. I wish to keep my insurance coverage.

Name_____ Date_____

Appendix U

MREA Sick Time Buy Back Request

Eligibility: *Must have a sick leave balance of at least 150 days as of August 20th of the upcoming academic year.
*Must have used 5 or less sick days in the current academic year ended May 31st.
*Must NOT have elected to receive a perfect attendance stipend during any grading period of the current academic year ended May 31st.

This form must be turned in to the payroll department between the last day of school and May 31st.
Payment will be made on the July 5th paycheck.

Sick day balance on 5/20 paycheck _____
Minus sick days taken 5/11-5/26 _____
Remaining sick days as of 5/31 _____
(If less than 150, you are not eligible.)

Sick days earned current school year _____
Minus sick days taken current school year _____
Days available to cash out _____

Number of available days you wish to cash out _____ (a)
(These days will be removed from your Sick Leave Balance.)

0.25 x days in (a) _____ (b)

Enter your annual salary _____
Per Diem (Annual salary/170) _____ (c)
Days from (b) _____ (b)

Multiply (c) and (b) _____
(This is the stipend you will receive on the July 5th pay.)

Cash Out Days x 0.25
15 x 0.25 = 3.75
14 x 0.25 = 3.5
13 x 0.25 = 3.25
12 x 0.25 = 3.0
11 x 0.25 = 2.75
10 x 0.25 = 2.5
9 x 0.25 = 2.25
8 x 0.25 = 2.0
7 x 0.25 = 1.75
6 x 0.25 = 1.5
5 x 0.25 = 1.25
4 x 0.25 = 1.0
3 x 0.25 = 0.75
2 x 0.25 = 0.5
1 x 0.25 = 0.25

_____ _____
Employee Signature Date

Appendix V

MREA Personal Time Buy Back Request

Eligibility: *Must have 2 or more available personal days at the end of the current academic year ended May 31st.

This form must be turned in to the payroll department between the last day of school and May 31st.
Payment will be made on the July 5th paycheck.

Personal day balance on 5/20 paycheck _____
Minus personal days taken 5/11-5/26 _____
Remaining personal days as of 5/31 _____
(If less than 2, you are not eligible.)

Number of available days you wish to cash out _____ (a)
(These days will be removed from your Personal Leave Balance.)

0.5 x days in (a) _____ (b)

Enter your annual salary _____
Per Diem (Annual salary/170) _____ (c)
Days from (b) _____ (b)

Multiply (c) and (b) _____
(This is the stipend you will receive on the July 5th pay.)

Cash Out Days x 0.5
6 x 0.25 = 1.5
5 x 0.25 = 1.25
4 x 0.25 = 1.0
3 x 0.25 = 0.75
2 x 0.25 = 0.5
1 x 0.25 = 0.25

Cashing in all available days will result in a personal day balance of zero after payment is made.
Cashing in less than days available will result in a one day carry over to the next school year with any remaining days converting to sick days.
Four days will be added to your personal day balance on 9/1 of the new academic year.

_____ _____
Employee Signature Date