Fri, 02/06/2026 03:00:05 PM SERB

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West Holmes Local Schools



CERTIFIED AGREEMENT

August 1, 2025 – July 31, 2028

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ARTICLE I – RECOGNITION AND NEGOTIATIONS PROCEDURE

A. Philosophy

The West Holmes Local School District Board of Education recognizes that teaching is a profession. The Board and professional staff believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation and effective communication exist between the Board and its professional staff.

The President of the Association shall have the right to bring matters of educational importance to the attention of the Superintendent and Board.

B. Recognition

1. This Agreement is by and between the Board of Education of the West Holmes Local School District, Holmes County, Ohio, hereinafter referred to as the "Board and the West Holmes Education Association, hereinafter referred to as the "Association." Bargaining unit members shall be referred to as "members."

2. The Board agrees to recognize the Association as the sole and exclusive bargaining representative for all regular full-time and part-time teaching members of the bargaining unit except casual substitutes and administrative personnel.

C. Negotiations Procedure

1. The Board recognizes the Association as the exclusive and sole negotiating representative of all members of the bargaining unit for the purpose of arriving at an agreement on proposals concerning salary, fringe benefits, and terms and conditions of employment.

    a. On or before November 15 of each school year, a directory of membership in the Association shall be submitted to the Superintendent of the West Holmes Local School District.

    b. The Executive Committee of the Association shall appoint, no later than February 15, a representative committee of the teaching personnel. These members shall hereinafter be referred to as the Negotiating Committee.

2. Prior to February 15 of the school year in which the agreement expires, on a date mutually agreed upon by both parties, the Board and Association teams shall meet for the purpose of establishing an agenda of items to be negotiated. Agenda and ground rules are to be established by the Negotiating Team and the Board.

3. When the Negotiating Teams reach tentative agreement upon the contract, the agreement shall be submitted to the Association membership for approval. Upon approval by the Association membership, the tentative agreement shall be submitted to the Board of Education.

D. Dispute Resolution Procedure

1. If, after forty-five (45) calendar days prior to the expiration of the Agreement, agreement has not been reached on all items under negotiations, either party may call for the services of the a mutually agreed upon mediation service, to assist in negotiations. If a party calls for a mediator's involvement, the other party shall join in a joint request.

2. This dispute resolution procedure is mutually agreed to by the parties under O.R.C. §4117.14(C)(I)(f) and is intended to supersede the procedures contained in O.R.C. §4117.14.

3. The mediation period shall be forty-five (45) calendar days from the date the initial mediation

session is held. The mediation period may be extended beyond the forty-five (45) days by mutual agreement of the parties.

4. Both parties agree that this procedure is the final step in negotiations.

ARTICLE II – LEAVES

A. Sick Leave

1. Sick leave days are earned at the rate of one and one quarter (1 1/4) days per month, fifteen (15) days per year up to two hundred sixty (260) days maximum. Each member may be granted sick leave with pay for five (5) days in any contract year prior to the accumulation of those five (5) days. Said five (5) days are chargeable to subsequently accumulated sick leave days. Members are encouraged to take the shortest increment of leave possible. Accrued sick leave days may be used when absent from duty on account of:

No. of Paid Days per School Year (Doesn't affect availability of FMLA situations*)	ILLNESS/INJURY*	DEATH	BIRTH/ADOPTION	FMLA COVERED
EMPLOYEE	*			X
SPOUSE	*	10		X
CHILD	*	10	*	X
STEP-CHILD	*	10		X
GRANDCHILD	3	10	2	
MOTHER	*	10		X
FATHER	*	10		X
MOTHER-IN-LAW	5	5		
FATHER-IN-LAW	5	5		
BROTHER	5	5		
SISTER	5	5		
GRANDPARENTS	5	5		
BROTHER/SISTER IN-LAW	3	3		
SON-IN-LAW	3	3		
DAUGHTER-IN-LAW	3	3		
DEATH OF A FRIEND		2 per year (1 per incident)		

a. Quarantine of a member's household by the local or state health department falls under illness.
b. Long-term care falls under limits above and/or FMLA.
c. FMLA is required when 11 consecutive days or periodic days are related to the same illness.
d. FMLA guidelines are followed and leave is paid from sick balance or available sick leave transfer.
e. When FMLA runs out, remaining sick days may be permitted by the district.
f. Maximum days for consecutive or same illness.
g. Maternity Leave - Nine (9) calendar weeks begin with the birth day of the child or the day of placement of the child in the member's home if adopting a child.
h. Paternity Leave - Three (3) calendar weeks starting from the birth day of the child or the day of placement of the child in the member's home if adopting a child.

i. Parental Leave when both parents are employed by the Board – Both parents shall begin parental leave at the same time and said leaves shall run concurrently.
j. Grandparents – If the birth/placement takes place from August to May, two days for the purpose of visiting a healthy grandchild to be used within 8 weeks of the birth or placement of a child in the member's child's home for adoption.
k. FMLA Covered by Reasons per Federal Law (See Fact Sheet Attached to back of Agreement.)
    i. Birth of a child (required to be taken as a continuous block of leave.
    ii. Placement of child for adoption or foster care.
    iii. Serious Health Condition that makes an employee unable to perform the functions of his/her job.
    iv. Care for a member's spouse, son, daughter, or parent who has a serious health condition.
    v. Qualifying exigency arising from the fact that member's spouse, son, daughter, or parent is a military member on covered active duty.

2. The Board may require a member of the bargaining unit to furnish a written, signed statement to justify the use of sick leave. If medical attention is required, the member shall list the name and address of the attending physician and the date(s) when he/she was consulted. Nothing in this section shall be construed to waive the physician-patient privilege provided by Section 2317.02 of the Revised Code. Falsification of a statement is grounds for suspension or termination of employment pursuant to 3319.081 and 3319.16 of the Revised Code.

3. Any such member who shall have been absent less than fifteen (15) days in any calendar year for the reasons specified above shall have the privilege of accumulating the unused portion of such leave up to the maximum specified in Item "1." above. An intervening leave of absence without pay shall not effect a cancellation of such accumulated leave.

4. Any member entering the West Holmes Local School District who has earned more than the maximum accumulated sick leave in a previous school district will be granted the number of accumulated days certified by the preceding school district. In the event it is necessary for any such member to use accumulated sick leave which would make his/her total accumulated days to fall below the maximum accumulation, he/she will accumulate no more than the number of days established by the Board.

5. For each absence a written report, on the form provided, must be entered in the Employee Access Center (EAC) within three (3) days after said employee returns to duty.

6. Maximum Accumulation/Perfect Attendance Compensation

    a. If a member has accrued the maximum sick leave accumulation as of June 30, said teacher will receive additional compensation to be paid by July 31st.

        i. The additional compensation shall be determined by the member's attendance during the period July 1-June 30. If a member who has accrued the maximum sick leave accumulation has perfect attendance, he/she shall receive compensation in accordance with the following schedule in addition to the perfect attendance payment provided in Article II(A)(6)(c) of this Agreement with said payment subject to normal deductions.

No. of Days Absent	Compensation
Zero (0)	$200.00
One (1)	$100.00
Two (2)	$75.00

ii. Perfect attendance for purposes of this section shall be defined as the non-utilization of any of the leaves, except jury duty, provided within this Agreement.

b. Any full-time member who has maintained perfect attendance during the school year ***and*** has reached the maximum accumulation of sick leave shall receive by July 31 each year a lump sum one (1) time payment in the amount of One Hundred Dollars ($100.00), subject to normal deductions. Perfect attendance shall be defined as the non-utilization of any leaves, except jury duty, Association leave and professional leave, provided within this Agreement.

7. Sick Leave Accumulation

A member may be granted up to 30 days additional sick leave in the final year of employment prior to retirement upon verification of being at the maximum accrued sick leave at the beginning of the contract year, for use in the final year of employment for approved FMLA. These days are not transferable under the sick leave transfer program. Eligibility is based on retirement at the end of the contract year.

8. Sick Leave Transfer

The district will honor a sick leave donation for hardship circumstances. Members must be on approved FMLA and the transfer is subject to approval by the Superintendent. Healthy child maternity leaves are excluded and cannot receive sick leave transfers. Members must exhaust all of their sick leave, personal days, vacation days, and borrow the five days allowed prior to accepting any transfers. A member may not donate more than five (5) days per school year. The transfer will be one way only. Only the days needed (to avoid deduct) will be transferred to an employee excluding the five (5) days borrowed from the district. Days will be transferred as needed. A member will be permitted the combination of using earned sick days and transferred sick days up to 12 weeks per contract year in compliance with FMLA. Certified staff can donate to certified staff and classified staff can donate to classified staff unless approved by the Superintendent. Superintendent has the option to approve more transfer days for special circumstances. The Superintendent and the WHEA President will meet to discuss each sick leave transfer request prior to approval or denial.

9. Medical Power of Attorney

A member is permitted to use up to ten (10) sick days per year when they are the primary caregiver and medical power of attorney for an ill family member. The district may request verification of the medical power of attorney.

B. Personal Leave

1. Any member may be granted up to three (3) days paid personal leave during the course of a single school year with the following restrictions:

   a. Members may not use personal leave to extend Spring, Thanksgiving, and Christmas Breaks or seek other employment.

   b. Members may not use personal leave on Parent/Teacher Conference days unless the teacher agrees to return for evening conferences.

   c. Members may not use personal leave the first two (2) weeks and last two (2) weeks of school, testing days, and district in-service days.

2. The member makes the request to the building principal/supervisor five (5) days prior to the leave.

3. It is the member's responsibility to make sure they are taking days as permitted and available.

4. A member hired for a school year will be granted three (3) personal days after the initial start date. Members must work 120 days to be entitled to three (3) personal days, otherwise they will receive one (1) unrestricted personal day for the first year of employment.

5. In order to ensure continuity of the educational program, principals or supervisors may deny a request for personal leave if the number of personnel from that school or job classification exceeds ten percent (10%) of the staff for that school or job classification for any particular day.

6. Personal Leave is not accumulated from year to year and is exclusive of Sick Leave. Unused days will be converted to sick leave at the end of each contract year.

7. Violation and/or misuse of the intent and purpose for Personal Leave shall result in the member's loss of personal leave privileges for a period of the next three (3) years and/or constitute grounds for dismissal.

8. Emergency situations may require that personal days be rescheduled. At least (three (3) days' notice will be given. The last submitted personal day request for that day will be the one to reschedule.

9. Personal days will not be permitted for "staff report calamity" days.

10. Personal days will not be approved for professional development days unless otherwise approved by the superintendent and are required to be made up at the discretion of the curriculum director.

11. Personal days may not be used in conjunction with restricted days (above).

C. Military Leave

Any member who may be conscripted into the defense forces of the United States for service or training shall be granted a military leave. He/she shall be reinstated into his/her position in the school system with full credit, including the annual increments under the salary schedules upon written request supported by competent proof that the teacher is fully qualified to perform the duties of the position. The application for reinstatement shall be made within a reasonable time and not later than ninety (90) days from the date of said release or discharge from the military service.

D. Jury Duty Leave

The member will be excused for jury duty. For each day's absence from employment for jury duty, the member will be paid the difference between his/her regular daily rate and the jury duty pay rate. Compensation for jury duty must be presented to the Treasurer of the Board who will determine the compensation due from the Board. These days will not be charged to the member in any form.

E. Leave of Absence

The Board may grant a leave of absence where illness or disability is the reason for the request. No leave of absence will be granted when requested after July 10 except in emergency situations.

F. Parental Leave

A parental leave of absence without pay may be granted to a member as follows:

1. A member who is pregnant may be entitled upon request to a leave of absence, without pay, for any portion of a year terminating at the end of a school year. All of any portion of a leave taken by a member because of a medical certification connected with or resulting from her pregnancy that the member is unable to perform her regular assigned duties plus an additional thirty (30) school days may, at the member's option, be charged to her available accumulated sick leave.

2. A member will be entitled to request a leave of absence without pay for up to one (1) year following the birth of a child.

3. All of the applicable conditions, stipulations, and terms of the parental leave policy shall also apply to any member who adopts a child up to a maximum of six (6) weeks unless a doctor certifies a need for additional time.

4. The beginning and ending dates of the total time of absence from work will be requested by the member and determined by the Board, and the member must request these dates as far in advance as possible.

5. It is the member's responsibility to notify the Superintendent by March 1st that they plan to return the next school year in order to secure a position in the school district for the following school year.

G. Association Leave

A maximum of six (6) days of Association leave will be granted to the bargaining unit each school year without loss in salary.

H. Academic Leave

1. A regularly employed full-time member with five (5) or more years of satisfactory continuous service with the Board may be granted one (l) year of academic leave for the purpose of furthering professional growth by means of further study or by other means approved by the Superintendent.

2. Application for academic leave shall be made in writing prior to June 1 preceding the school year for which such leave is requested.

3. This leave is granted without pay.

4. The number of academic leaves granted during any one school year will be decided in the best interest of the school system.

5. The member applying for academic leave must show proof of full time enrollment in an accredited college or university. In addition, the member must provide transcripts of course work taken by April 1. Contract may be terminated if the above is not completed.

I. Compulsory Court Leave

A member may be granted professional leave for compulsory court appearances for incidents relating to, or resulting from information and knowledge of a particular child derived as a direct result of their employment.

J. Unpaid Leave

Up to two (2) dock days will be permitted only for emergencies or extenuating circumstances with approval from the superintendent. Personal days are required to be used before these exceptions are approved unless the personal day is not permitted on the requested day.

K. Assault Leave

Any member physically assaulted while in the course of such member's employment and physically disabled from such an assault shall remain on the payroll as a regular member and shall receive all benefits as if on sick leave as hereinafter provided for a period not to exceed ten (10) days. The Superintendent may extend such time in unusual circumstances.

1. Such leave shall not be charged to sick leave or any other leave and shall be subject to the provision of ORC 3319.141.

2. A request for assault leave, describing the incident that resulted in the request, shall be filed by the member with the Superintendent as soon as possible following the incident.

3. As per ORC 3319 a signed physician's statement stating the nature of the disability and its probable duration may be required.

4. In the event of a potential long-term absence the Superintendent may require updates of the physician's statement at thirty (30) calendar day intervals. In the case of extended absence, the Superintendent may require an examination by a physician of its choice at Board expense.

5. Falsification of either the signed statement or the physician's statement shall be grounds for suspension or termination of employment.

6. The board may file criminal charges against the person if a teacher is granted assault leave as a result of a physical attack.

L. Professional Leave

The Superintendent has the authority to approve or disapprove release time for professional leave. Professional days may be granted for the following reasons but not limited to: staff development programs/opportunities in district and out; classroom visitations; supplemental contract in-services; leave of absence for advanced educational training; and chaperoning class trips. Definition of "chaperoning" is defined as approved supervision of students at the start of the trip to the end of the scheduled trip.

M. Family and Medical Leave Act (Exact Federal Language)

The Family and Medical Leave Act (FMLA) provides for up to 12 weeks leave for birth/adoption of a child, a serious health condition experienced by a member of the member's immediate family, or for qualifying exigencies of a spouse, qualifying domestic partner, child or parent being on active duty or having been notified of an impending call or order to active duty in the Armed Forces during a war or national emergency. FMLA provides for 26 weeks leave to care for a spouse, qualifying domestic partner, child, and parent or nearest blood relative who has suffered a serious injury or illness while on active duty in the Armed Forces. When a member has missed eleven (11) consecutive days or periodic days all related to the same illness, the absence is calculated as part of the allowance of the Family and Medical Leave Act and will be retroactively counted to the first day of absence. Appendix J is provided as current FMLA allowances. Any changes in federal legislation to the Appendix J will supersede the language contained herein.

The superintendent and Association president will meet to discuss each FMLA maternity/paternity leave extension request beyond the allotted approved time (nine weeks maternity, three week paternity), prior to approval or denial.

ARTICLE III – GRIEVANCE PROCEDURE

A. Definitions

1. Grievance – A claim based on an alleged violation, misapplication, or misinterpretation of a provision of this Agreement and/or Board of Education policy.

2. Grievant – An individual member having a grievance.

3. Days – "Days" shall refer to calendar days exclusive of Saturdays, Sundays, or legal holidays as defined by State or Federal statutes.

B. General Practices

The Association President or his/her designee, and grievant will be released with pay from duties to attend any hearing. These absences will not be charged to the attending members' leave in any form.

No one shall be required to have representation at any level of this procedure. A grievant may be represented at any level of the formal grievance procedure by a representative of his/her own choosing.

C. Grievance Procedure

1. Step One (Informal Procedure)

   Within twenty (20) days of the time a grievant knew or should have known of the alleged grievance, the grievant may request a meeting with his/her immediate supervisor in an attempt to resolve the problem.

2. Step Two (Formal Procedure)

   If the grievant is not satisfied with the results of the discussion at Step One, the grievant may within five (5) days subsequent to the Step One meeting submit the formal written grievance form (Appendix D) to the immediate supervisor. The immediate supervisor will conduct a conference within five (5) days at a mutually agreeable time and place. The Association may submit a written recommendation for disposition of the grievance to the supervisor. A written decision shall be rendered by the immediate supervisor within five (5) days after the conference, and said decision shall be given to the grievant.

3. Step Three

   Within five (5) days after receiving the decision of the immediate supervisor and assuming no satisfaction with the decision, a written notice to continue the process must be submitted by the grievance to the Superintendent. If requested, the Superintendent shall meet with the grievant within five (5) days after the grievance has been received by the Superintendent. A written decision shall be rendered by the Superintendent within five (5) days after the conference and given to the grievant

4. Step Four

   If the grievant is dissatisfied with the decision rendered by the Superintendent, the grievant may, within fifteen (15) days of receipt of the Superintendent's decision, request a review by the Board. This written request should be directed to the Superintendent. The Board shall meet with the grievant in executive session within twenty (20) days of receipt of the notification. A written decision shall be rendered by the Board within fifteen (15) days after the meeting.

5. Step Five – Arbitration

   a. If the grievant is not satisfied with the decision of their grievance at Step 4, they may, within five (5) days, request in writing to the President of the Association, that their grievance be submitted to arbitration.

   b. The Association may, within five (5) days after the receipt of such request, submit the grievance to arbitration by notifying the Board of Education in writing. The Association may file a demand for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). The arbitrator shall be chosen by the alternate strike method. Either party may request a second list.

   c. The AAA shall act as the administrator of the proceedings.

d. The arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of this agreement. The decision of the arbitrator shall be advisory only.

e. The costs of the services of the arbitrator shall be borne equally by the Board and the Association.

ARTICLE IV – CONTRACTS AND DISCIPLINE

A. Termination

Termination of a continuing or limited teaching contract shall be in accordance with O.R.C. §§3319.16 and 3319.161.

B. Non-Renewal

1. Non-renewal of a limited teaching contract for members not covered under Section 2 or who have more than four (4) years of service with the Board shall be in accordance with O.R.C. §§ 3319.11 and 3319.111.

2. Members who have four (4) or fewer years of service with the Board or who are on an unpaid leave, the procedural due process rights and evaluation requirements addressed in O.R.C. §§ 3319.11 and 3319.111 shall not apply except that teachers whose contracts have been non-renewed shall be entitled to receive written notice of said non-renewal on or before June 1.

C. Employee Discipline

Members may be disciplined for just cause. The severity of discipline assigned is depending upon the number of incidents, and/or the member's past and present performance, and/or the seriousness of the offense. Any of the following disciplines may be administered: suspension with pay; suspension without pay; oral reprimand; termination for just cause; or written reprimand.

The Superintendent or administrator may give the member an oral reprimand or a written reprimand. Documentation of an oral reprimand will state only the date and subject of concern and will be signed by the administrator and employee. Signatures will indicate acknowledgement of oral reprimand. Only the Superintendent has the authority to suspend a member with or without pay or recommend termination to the Board of Education. The member will have the opportunity to meet with the administrator issuing the discipline prior to the discipline being imposed. If any disciplinary action will be placed in the member's personnel file, the employee will have the right to attach a rebuttal. Oral and written reprimands by the administrator will be submitted to the Superintendent for his/her initials before placing in the personnel file. The Superintendent may determine that the oral documentation or written letter of reprimand does not warrant placing in the file.

Nothing herein shall preclude the Superintendent from suspending a member with pay or without pay. Any suspension without pay in excess of five (5) days must be authorized by the Board of Education.

Nothing herein shall be construed as limiting or prohibiting the Administration's authority to report suspected criminal activity or suspected abuse as defined by Ohio Revised Code 2151.421, and to deal with such suspected activity once proven, according to state and/or federal law.

The administration shall immediately notify an employee whenever there is a reasonable belief that the District may be required by law to report any action, investigation or final disposition related to the discipline of an employee to the Ohio Department of Education and Workforce (ODEW).

ARTICLE V – PERSONNEL FILES

A. A member shall have a right to inspect his/her personnel file in the West Holmes Local School District Board of Education office at any reasonable time during regular office hours, when the

member is not specifically assigned to classroom duties. Upon request, the member shall be given copies of all materials in accordance with the provisions of Family Educational Rights and Privacy Act, subject to legally required redactions.

B. Members shall be given the opportunity to read any material which may be construed to be derogatory to the member's conduct, service, character or personality before it is dated and placed in his/her personnel file. The member shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed and a copy shall be given to the member. It shall further be the member's right to reply to such derogatory material and attach the reply to the filed copy.

ARTICLE VI – REDUCTION IN FORCE

A. A reduction in force may occur by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, financial reasons, or by reason of suspension of schools or territorial changes affecting the District. Suspension of teaching contracts shall be in accordance with O.R.C. §3319.17.

B. The Board will notify the Association prior to taking action on staff reductions.

C. Recall

1. Any member whose teaching contract has been suspended shall be placed on a recall list.

2. Any member on the recall list whose continuing contract has been suspended shall be recalled in inverse order of contract suspension provided he/she is or becomes certified for the vacancy.

3. Any member on the recall list whose limited contract has been suspended shall be recalled in inverse order of contract suspension to a vacancy in the teaching field from which he/she was suspended, or the teaching field in which he/she was initially hired, or has taught in the District.

4. In the event that a vacancy becomes available, the Board shall recall the member to active employment status by giving written notice to the member. Said written notice shall be sent to the member by certified mail to the teacher's last known address. It shall be the responsibility of each member to notify the Board of any change in address.

5. If a member fails to accept active employment status within fifteen (15) calendar days from the date said notification was sent, said member shall be considered to have declined said offer and shall be removed from the recall list.

6. A member on the recall list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as said member had at the time the contract was suspended.

7. Members shall remain on the recall list for a period of twelve (12) months from the last day of active employment by the District, unless the member has accepted, prior to such time, employment in another school district.

ARTICLE VII – VACANCIES, TRANSFERS AND ASSIGNMENTS

A. Vacancies

1. All vacancies shall be sent to all West Holmes email accounts and will be posted on the bulletin board in the office of each school and on the West Holmes Website (www.westholmes.org) for at least ten (10) calendar days prior to filling the position. Postings will be posted except during the months school is not in session and then positions will be posted for at least five (5) calendar days. ESC positions are not subject to this agreement. If a vacancy occurs after June 30, then

said position may be filled immediately without requirement of posting.

2. A vacancy does not exist until all assignment changes in a building have been accomplished.

3. Each certified/administrative job posting will include certification(s) that may be needed to hold the open position in the initial job posting.

B. Transfers

Members desiring a transfer from the present teaching assignment should submit their request on the intent forms sent out by the Superintendent's office in January. In addition to intent forms they may request their wishes in writing to the Superintendent prior to March 31.

C. Assignment

Members will be notified of their assignments as soon as possible after the close of the school year. The Superintendent may reassign staff at a later date if, in his/her judgment, it is in the best interest of the District.

D. Employment of Retired Teachers

Where a teaching vacancy exists that the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. For purposes of this Agreement, a Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.

A Retiree shall be paid at the Bachelors - 5 years' salary step level. Regardless of training and years of service in any Ohio public or private school, and so long as employed by the Board, a Retiree shall not advance on the salary schedule based either on years of service or additional training. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code.

A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No evaluation or notice of non-renewal is required. Continuation of the employment of a Retiree through offering new one-year limited contracts shall be at the Board's discretion and upon recommendation of the Superintendent. A Retiree is not eligible for a continuing teaching contract regardless of years of employment as a Retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §3319.11 and §3319.111.

A Retiree shall accumulate and may use sick leave in accordance with Article II of the Negotiated Agreement, but shall not be entitled to severance pay under Article XI - Fringe Benefits of the Negotiated Agreement upon conclusion of employment as a Retiree.

A Retiree shall not accumulate seniority in the bargaining unit.

The Board and WHEA expressly intend that this Article supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to teacher contract non-renewal, seniority and severance pay.

ARTICLE VIII – SCHOOL CALENDAR

A. The responsibility for the construction of the school calendar rests with the Board; however, input from the Association will be accepted. The school calendar shall not exceed one hundred and

eighty-four (184) days inclusive of member workdays and/or in-service days.

B. The school calendar, when adopted by the Board, shall contain the dates for any make-up days which may be needed to complete the school year.

C. The Association president shall be given a copy of the proposed calendar at least one (1) week prior to adoption for purposes of input.

ARTICLE IX – TEACHER WORKDAY

A. Planning Time

The schedule for each full-time equivalent classroom teacher, who is assigned to a school with a member day of six (6) hours or longer exclusive of the lunch period, shall include at least two hundred (200) minutes per week for instructional planning, evaluation and conferences.

B. Lunch Period

Each member shall have a thirty (30) minute scheduled lunch period without a scheduled interruption.

C. Staff Meetings

Except in the case of an emergency situation, members are entitled to at least two (2) weeks' notice of scheduled staff meetings. The guidelines for staff meetings set forth below are not subject to the grievance procedure set forth in Article III but will be followed by the Administration and teachers in good faith.

With the exception of professional development (i.e., testing preparation, new texts, curriculum related issues, etc.) staff meetings generally should not exceed 60 minutes in length. Any third party presentations which are not part of the staff meeting agenda (i.e., presentations related to tax sheltered annuities, charitable giving opportunities, etc.) will be scheduled at the end of the staff meeting and may be attended at the option of the employee. Third party presentations which are incorporated into the staff meeting agenda (i.e., community based or District initiated presentations) are not optional. It is expected that all staff will report to staff meetings on time.

D. Open House

At the beginning of each school year, the buildings will have an open house to welcome students and families. All members shall attend the Open House, with time not to exceed 1 ½(one and one-half) hours. Open House shall be scheduled immediately following the teacher workday, which will be adjusted to account for the evening hours worked for Open House. Members on approved sick or personal leave are excused from attendance.

ARTICLE X – SALARIES

A. Regular Salaries

Increase the base salary by 3% for the school year 2025-2026.

Increase the base salary by 3% for the school year 2026-2027.

Increase the base salary by 3% for the school year 2027-2028.

B. Supplemental Salaries

1. If the Superintendent determines that a change in circumstances or in the nature of duties warrants, he/she may recommend that the Board pay a higher figure than is provided herein.

Any changes will be subject to negotiations during the next regularly scheduled round of bargaining.

2. If a new supplemental activity is created between rounds of negotiations, the salary will be subject to negotiations during the next regularly scheduled round of bargaining.

3. Pays for supplementals will be as follows:

   - Fall Sports - 1st pay in October and 1st pay in November;
   - Winter Sports - 2nd pay in January and 2nd pay in March;
   - Spring Sports - 2nd pay in March and 1st pay in June;
   - Year-long supplementals – 1st pay in June;
   - Extended days – split equally over all five supplemental pays (i.e. 1st pay in October, 1st pay in November, 2nd pay in January, 2nd pay in March, and 1st pay in June). The Vocational/Ag teacher is exempted from this payment schedule.

4. All supplemental contracts are automatically non renewed at the end of each school year.

5. The listing of coaching positions on the salary schedule does not determine the continuance of the positions. Positions are determined annually based on needs as recommended by the Superintendent.

6. The supplemental salary is reflected in Appendix G.

7. The agreed base salary percentage increase will be applied to supplementals listed unless they are in the fixed stipend column starting with the 2023-2024 year, at the stated percentage for that year.

8. Positions may be split based upon mutual agreement of the parties.

9. The district will provide a $200 stipend for each credit hour of college credit plus programs taught per semester. This will be paid upon completion and certification by the high school principal following each semester. The administration will determine the implementation and continuation of programs and teachers for each school year.

C. Direct Deposit

All members are required to participate in direct deposit for payment of all payments from the Board.

D. Advancement of Degree

When additional training qualifies certified personnel for a new pay amount due to advancement of degree (i.e., bachelor's degree to 150 semester hours, BA+150 to Masters, etc.) the member shall file an Advancement of Degree Request Form and official transcripts, verifying course hours, with the superintendent's office by the following dates:

- September 15 to be effective with beginning of contract year;
- January 15 to be effective February 1;
- April 15 to be effective May 1.

E. Licensure Requirement

Members will be reimbursed for the cost of their five (5) year licensure. The member is only eligible for this reimbursement once in a five (5) year period, except that the Superintendent may approve reimbursement for multiple licenses. Reimbursement under this Section shall be made from the tuition reimbursement fund established in Article XVI.

F. Pay Dates

There shall be 24 pays per contract year. The pay dates are the 5th and 20th of each month with teachers first pay always being on September 5th each year.

If the 5th or 20th falls on Saturday, payday will be the Friday before. If the 5th or 20th falls on Sunday, payday will be the next Monday. Any holidays will require the pay date to be the last business day before the holiday.

G. Members will obtain all tax forms from the Employee Access Center in lieu of printed copies.

H. Placement on the salary schedule is determined by the number of years in public education, both in-state and out-of-state, up to a maximum of ten (10) years. No substitute time or private school years of service will be counted in the placement on the salary schedule.

ARTICLE XI – FRINGE BENEFITS

A. Insurances

1. Hospitalization and Major Medical Insurance

   a. The Board will provide hospitalization and major medical coverage (hereinafter referred to as the "Plan" as described in Appendix C) for all full-time West Holmes Board of Education employees. Full-time members are those members who average a minimum of 25 hours per week. The Board will pay the following percentage of single or family coverage for those full-time members:

      2025-2026: 89 percent
      2026-2027: 88 percent
      2027-2028: 88 percent

   b. The limits on insurance for all members have been updated to reflect a maximum renewal to the self-insurance plan of ten percent (10%).

      Should the renewal exceed the maximum ten percent (10%) set forth above for any Plan Year, the Board, with input from the Association, reserves the authority to redesign the health insurance plan and benefit package to stay within the maximum ten percent (10%) annual renewal cost. The final decision with respect to any redesign of the insurance benefits to meet the ten percent (10%) renewal maximum rests with the Board of Education and is not subject to the grievance procedure.

   c. Spouses not covered as of July 1, 2013 are not eligible for coverage on the West Holmes Plan if coverage is available/offered from their own employer/business or are self-employed with annual gross earnings of $100,000 per year or higher. If members do not provide evidence of spousal eligibility based on the most recent filed tax returns (not to exceed 2 years prior) by June 1, spousal coverage will terminate on June 30. All partnerships and S-Corporations are considered to be self-employment for purposes of this rule. If your spouse's birthday is before your birthday in the calendar year, the spouse must elect primary coverage for child(ren) where available through his or her employer. Self-employed spouses not eligible on the West Holmes Plan will not be required to purchase coverage for children as the children will be permitted on the West Holmes Plan as primary insurer. This will not affect court orders for coverage of dependent children.

      Secondary coverage is not available through the West Holmes Employees benefit Plan for spouses. Secondary coverage is available for children.

      Self-Employed spouses annual gross earnings will be verified by the Schedule C (Line

1), Schedule F (Line 9), 1065, 1120S, or any other requested federal tax schedule to verify gross annual earnings. The 1120S Line 1a will by multiplied by the percentage of ownership of the spouse verified on appropriate tax forms.

Annual certification by the employee of the spouse's income level for self-employment will be required. Falsification of the certification can result in termination of employment from West Holmes Local Schools and the employee will be personally liable for all claims/premiums paid during the period of ineligibility for spouses.

Notwithstanding the foregoing limitation on enrollment of spouses who have self-employment gross earnings of $100,000 or more, If 2/3 of a spouse's adjusted gross income for federal income tax purposes is attributed to farming, then coverage is available through the district. Employees who receive a 1099 from their primary employer and who are not owners in any form of the business are eligible for district insurance.

Retired spouses are eligible to be on the West Holmes plan.

d. The district will make changes consistent with the effective dates of the federal health care reform and applicable Ohio law.

2. Dental Insurance

The Board will provide Dental Insurance for full-time employees who elect to participate in such a plan. Full-time employees are those members who average a minimum of five (5) hours per school day. The Board will pay the full cost of individual coverage and ninety percent (90%) of the cost of the family plan for those full-time employees who elect family coverage.

3. Life Insurance

The Board will provide term life insurance in the amount of Fifty Thousand Dollars ($50,000) for each full-time employee, effective January 1, 2014.

B. Severance Pay and Early Retirement Incentives

1. Severance Pay

Upon verification of actual retirement and receipt of benefits from the Ohio State Teachers Retirement System and the West Holmes Local School District, payment will be authorized to the retiring member based upon one-fourth (1/4) of accumulated sick leave at the member's daily rate of pay to a maximum of sixty-five (65) days. Any member retiring with the maximum accrual of two hundred sixty (260) sick days, will receive a Thirty-Five Hundred Dollar ($3,500) severance amount to be included in the payment of the one-fourth (1/4) sick leave severance. Payment of severance will be made in two (2) equal installments with the first payment occurring within thirty (30) days of the date of retirement and the second payment occurring in January following the retirement date. Conversion of sick leave to severance pay cancels all accumulated sick leave. Each member is eligible for severance only upon their initial retirement from the West Holmes Local School District.

2. Retirement shall also be defined to mean death, in which case payment shall be made to the beneficiary listed on the board life insurance policy.

3. Retirement Incentive Pay

Eligibility of $3,500 maximum sick leave accrual bonus is subject to notification of retirement by submitting retirement/resignation letter to the Superintendent by March 1st of the applicable school year, or within 10 days of an STRS eligibility change, and five consecutive years of employment in West Holmes District or a minimum of 10 years combined service with West

Holmes District.

4. Payment of severance or retirement incentive pay will be made in accordance with paragraphs 1 and 3 above. There will be no one-lump sum or individual exceptions to the payment schedule.

5. To authorize the payment of severance, the retiree must present a copy of his/her first retirement payment to the Treasurer's office within four (4) months of separation from Board employment. Payment will be made in the first payroll following receipt of the copy of the retiree's first retirement payment.

ARTICLE XII – DUES DEDUCTION

It shall be the duty of the Association to present to the Treasurer prior to October 1 of each school year an updated membership report for dues deduction. The Treasurer will accordingly deduct from each paycheck as authorized, beginning three (3) weeks from the day the information is presented to the Treasurer, and ending with the last paycheck in May, unless such authorization is withdrawn.

ARTICLE XIII – TENURE

A. To be eligible for consideration of a Continuing Contract with the West Holmes Local Board of Education, a member who has not attained continuing contract status in another district must minimally meet the following criteria:

1. The member must have taught at least thirteen (13) consecutive successful years in the West Holmes district ("successful" is defined as years in which the member was not on a remediation plan); and

2. The member must

    a. hold a permanent or life teacher certificate; or

    b. hold a professional license and have completed one of the following:

        i. if the member did not hold a Master's degree at the time of initially receiving a teacher certificate under former law or an educator's license, 30 semester hours of coursework in the area of licensure or in an area related to the teaching field following the original issuance of the certificate or license as specified in the State Board of Education rules; or

        ii. if the member held a Master's degree at the time of initially receiving a teacher's certificate under former law or an educator's license, six semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license as specified in rules adopted by the State Board of Education; and

3. The member must have notified the Board in writing by certified mail by September 1 of the year in which the teacher's limited teaching contract expires with the notice including the following information:

    a. copy of documents establishing tenure eligibility; and

    b. a statement of the member's desire to be considered for a continuing contract for the following school year.

B. A member who has already attained continuing contract status in another district and who has successfully served two consecutive years in the West Holmes Local School District will be eligible for consideration for a continuing contract if the member notifies the Board in writing by certified

mail by September 1 of the year in which the teacher becomes eligible and provides the Board of Education with documentation of their current continuing contract status in another district.

C. The failure of a member to meet the notice requirements set forth in paragraphs A(3) or B above, will receive a rollover of their limited teaching contract and eligibility for continuing contract will be deferred to April of the year in which their next limited teaching contract expires.

D. A member who has met all contractual criteria to become eligible for a continuing contract as set forth above but who, in the opinion of the Administration, has certain other deficiencies shall either be nonrenewed or shall be given an extended, limited teaching contract (not to exceed two years) with reasons directed at professional improvement. Action on the nonrenewal or the issuance of an extended limited contract will occur on or before June 1 of the year in which the member's limited teaching contract expires. In the event of a nonrenewal, the nonrenewal provisions of Article IV(B) shall apply. In the event of the issuance of an extended limited contract, the procedures set forth in Ohio Revised Code §3319.11(C) will govern.

E. Tenure language will change concurrently to comply with mandated changes in Ohio law without the need to reopen negotiations or the need to enter into an MOU (memorandum of understanding).

ARTICLE XIV – RESIGNATIONS

A. The written notice of resignation filed with the Superintendent prior to and including July 10 is automatically effective without the approval of the Board. A written request for release from contract after July 10 will not be approved by the Board except under extenuating circumstances. In the event a member leaves his position after his release from contract has been denied by the Board, the Superintendent shall notify the State Department of Education of the Board's action.

B. Partial Year Service

If a member requires 60 days or less of service in the next school year in order to qualify for retirement under STRS, the member may elect to work only that portion of the following school year (beginning July 1) necessary for their retirement eligibility. In order to work a partial year under this Section:

1. The member must give irrevocable notice of retirement on or before April 1 of the school year prior to when they intend to work a partial year. The April 1 deadline may be extended if STRS changes eligibility rules after April 1 in such a way that alters the member's eligibility, in which case, the member must give notice within 10 business days of STRS's notice of change.

2. The member must accept any work that qualifies them for STRS credit.

3. The District will pay the member their daily rate for the school year immediately preceding the partial year of service.

4. The partial year of work shall not exceed 60 days of service.

ARTICLE XV – STRS PAYROLL REDUCTION

A. The Board agrees to implement this plan through payroll reduction. It will allow the employee portion of the STRS payment to be made in such a way that his/her salary will be reduced by a proportionate amount and, thereby, reduce his/her income tax.

B. If the IRS determines the STRS salary reduction pick-up addressed in paragraph A above to be no longer tax deferred, then the STRS payment procedure in effect prior to the implementation of this section shall be in effect.

ARTICLE XVI – TUITION, FINGERPRINTING, LICENSURE AND MILEAGE REIMBURSEMENT

A. Member reimbursement will based on the following requirements:

1. Prior approval by the Superintendent is required for tuition. Approval will be granted for coursework in the field of education which:

    a. Is required by Ohio law for certification renewal.
    b. Will lead to additional certification that will benefit the District.
    c. Will expand the teacher's expertise in his/her current field(s) of certification.

2. Tuition Reimbursement: Provided for all active members successfully completing prior approved course work. The yearly tuition fund (B) will be divided among teachers successfully completing course work by using the following tuition reimbursement formula:

$$\frac{\text{Total Reimbursement Fund - (Fingerprinting + Licensure Reimbursements)}}{\text{Total Hours Completed by Each Teacher}} \times \text{Hours Completed} = \text{Tuition Reimbursement to Teacher}$$

3. Licensure Reimbursement: The Board shall reimburse teachers for any license they maintain pursuant to Section VI(C)(3), above, except that if a teacher does not hold a particular license when they begin employment with the Board, they must obtain Board approval to acquire the license before the Board will reimburse the cost of the license. A valid receipt or canceled check is to be submitted for reimbursement.

4. Fingerprinting Reimbursement: Members may be reimbursed the expense paid for fingerprinting costs. A valid receipt or canceled check is required for reimbursement.

5. It is the intent that the reimbursement year will run from August 31 to August 30. The completion date of the course will determine the year in which the course was taken. All verified course work taken during that year will constitute total hours taken by members in the above formula.

    Reimbursement will be paid in November to all members who submit proper verification to the Superintendent which shows successful completion (grade "B" or higher) of the coursework and proof of actual tuition cost for which reimbursement is being requested. Transcripts, request for reimbursement, and proof of payments for any of the three reimbursements allowed in this article must be submitted by October 15.

B. A maximum of forty-nine thousand ($49,000) per school year will be appropriated for the purposes of tuition reimbursement. Additional funds to offset less than 100 percent reimbursement will be provided for those individuals seeking additional certification pre-approved and required by the district to offer additional services to students.

C. Members who apply for and receive tuition reimbursement payments must maintain employment with the Board for a period of at least two (2) school years after receipt of said payment. The year the payment was received is the first year of the two year requirement for payback. Members who resign prior to meeting this requirement will be obligated to reimburse to the Board the amount of the tuition reimbursement received within the school year the member resigned and/or the school year immediately prior, and said amount will be deducted from the final pay of the member, unless other arrangements have been approved by the Treasurer. If the final pay will not cover the amount, then the member will reimburse the Board the difference within 30 calendar days.

D. BCI and FBI expenses will be reimbursed to certified employees. BCI is only required at initial employment and will only be reimbursed at that time. Funds will be taken from the allocated dollars for tuition reimbursement unless under the resident educator program when applying for first

teaching license and both are required by ODE.

E. Mileage reimbursement will be at the federal standard mileage reimbursement rate effective on the first day of the school year. Athletic coaches are exempt from this section.

ARTICLE XVII – ATTENDANCE OF CHILDREN OF EMPLOYEES

Children of members may attend West Holmes Local Schools tuition free in accordance with the guidelines in the Board of Education approved open enrollment policy.

ARTICLE XVIII – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEES

A. A local professional development committee (LPDC) shall be established to oversee and review professional development plans for continuing education units, organizing and planning in-service programs in collaboration with the Staff Development Committee, mentor training, mentor programs, CEU credits (if approved by the State of Ohio), identifying and setting priorities for district staff development in collaboration with the staff development committee, and serving as one discussion group for instruction and curriculum issues.

B. The term of office for LPDC members shall be three (3) years, except the initial term shall be staggered (1 year, 2 years, 3 years) to provide continuity.

C. The LPDC shall be composed of four (4) persons appointed by the Association which shall have as representation elementary, middle school and high school and three (3) persons appointed by the Superintendent. Vacancies arising during the term shall be filled in the same manner.

D. The chairperson and LPDC decisions shall be determined by majority vote of the LPDC. It is the chairperson's responsibility to prepare agendas and minutes for each meeting.

E. The LPDC shall develop and maintain an independent appeals procedure for appeals from decisions of the LDPC, whose decisions are not grievable. Administrators and the Treasurer, whose plans are denied, may appeal to the Board of Education per the Board appeals procedure as the alternative to the LPDC's independent appeals process.

F. The LPDC will meet as necessary. The agenda for the meeting will be distributed in advance of the meeting.

G. LPDC members shall be afforded the opportunity to attend training related to performance of their duties, subject to the Superintendent's approval. Where such training occurs during the regular workday, paid release time shall be granted not subject to any professional leave restrictions but subject to the approval of the Superintendent, whose approval shall not be unreasonably withheld. Such training may constitute an appropriate "equivalent" activity for committee members on the LPDC.

H. Secretarial services, certificate/license tracking services, and storage of information and files for the LPDC shall be provided for and/or paid by the Board working in collaboration with the Superintendent.

I. Educational plans shall be submitted in writing to the LPDC for approval. Any questions of the LPDC shall be in writing to the individual. If there are further questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.

J. LPDC committee members will receive a supplemental contract and it is the intent that every building will have a building staff representative. Committee members must attend a majority of the meetings, be accountable to the assigned building(s), and ensure that licensure paperwork is complete in order to present to the committee for final approval. The Superintendent, WHEA president and LPDC chair will meet annually to review member representation and fulfillment of committee member expectations. Members attending meetings outside the workday shall be

compensated with a $1,000 stipend per year.

ARTICLE XIX – EVALUATION PROCEDURES

Forms Located in Appendices A through E.

A. Purpose

The purpose of the evaluation is to improve instruction and to make a record of performance. For the purpose of this article, OTES evaluation is required for members holding a teaching license and spending at least 50% of the time employed providing student instruction.

B. Evaluation criteria will be explained to the bargaining unit members upon first year of employment with the district, and/or upon any changes within the Evaluation Rubric. The evaluation system and forms will follow the OTES Model Framework. The applicable forms are attached as Appendix "A" through "E."

C. The summative evaluation and post-observation forms shall be shared during the final evaluation and the post-observation conferences and signed by the evaluator. The summative evaluation and post-observation forms shall then be signed by the member to signify his/her notification that the item will be placed in the file but not that the teacher necessarily agrees with the evaluation or observation(s). The post-observation conference will be held within ten (10) workdays from the date of the observation which needs to occur prior to May 1. The written summative evaluation will be completed and shared with the teacher on or before May 10.

D. For classroom teachers, each formal classroom observation is to be an in-depth observation, which means at least thirty (30) minutes in length. The first observation cycle will include one (1) formal classroom observation which may or may not be announced and must be completed on or before the last day of the first semester/2nd 9 weeks. Walk-throughs will be less than thirty (30) minutes, will be unannounced and may be conducted at the discretion of the evaluator. The second observation cycle will include one (1) formal observation which may or may not be announced and must be completed on or before April 30. Observation rubrics will be completed by May 1. The member will receive a written copy of the summative evaluation results by May 10 of the evaluation year. Any member being considered for non-renewal prior to their 5th year of teaching will have a third observation completed. A member who is being considered for non-renewal starting their 5th year of employment with West Holmes will have a third formal observation which may or may not be announced. The post-observation conference for the third formal observation, if needed, must be completed by May 10.

Within the first ten calendar days of the member's contract (including workdays, weekends, and in-service days), a member may request a pre-conference meeting in which the member and evaluator will determine the one week window when the first round observation will be completed.

The member may request to meet with the evaluator to discuss what the evaluator will observe during the classroom visitation including:

- Lesson or unit objectives
- Prior learning experiences of the students
- Characteristics of learners/learning environment
- Instructional strategies to meet lesson objectives
- Student activities/materials
- Differentiation based on the needs of students
- Assessment/data collected to demonstrate student learning

A member who receives an effectiveness rating of "Accomplished" on the teacher's most recent evaluation will be evaluated every three years, and a member with an effectiveness rating of "Skilled" will be evaluated every two years. Except in the situation in which that member is due for

contract renewal. If an "Accomplished" or "Skilled" teacher is due for contract renewal, that member will be evaluated under a partial observation. The partial observation will be defined as one formal observation (holistic), and one summative/rubric review. Triennial and biennial evaluations must be completed by May 1 of the year, with the member receiving a written copy of the summative evaluation by May 10 of the evaluation year.

E. Evaluators will include district administrators who have completed state-sponsored evaluation training and have passed the online credentialing assessment. If the district decides to contract with external evaluators outside West Holmes or the Tri-County ESC contracted employees of West Holmes the superintendent/designee will meet with WHEA Executive Committee to review the qualifications of the proposed external evaluators prior to Board approval. Any external evaluator will identify himself/herself to the teacher prior to beginning the annual evaluation process. This may be written, via email, or verbal.

F. Classroom teachers who receive a rating of Accomplished and who are making progress on their professional growth plan must develop professional growth plans and choose their credentialed evaluators from the Board-approved list. Classroom teachers who receive a rating of Skilled and who is making progress on their professional growth plan must develop professional growth plans collaboratively with their credentialed evaluators from the Board-approved evaluator list. Classroom teachers who receive a rating of developing and who is making progress on their professional growth plan must develop professional growth plans collaboratively with their credentialed evaluators from the Board-approved evaluator list. The administrator and member may collaboratively agree to an evaluator in addition to the building principal for the evaluation cycle.

The professional growth plan shall include the following:

- Annual focus
- At least one student achievement goal including evidence of attainment
- At least one teacher performance goal on the Ohio Standards for Teaching Profession including evidence of attainment.

Classroom teachers who receive a rating of Ineffective must develop an improvement plan with their credentialed evaluators. The Superintendent/designee will assign the credentialed evaluators to members meeting below-expected levels of student growth.

The Improvement plan shall include the following components:

- Improvement Statement Section
- Desired Level of Performance
- Specific Plan of Action section
- Assistance and Professional Development section

G. Any member receiving an Ineffective rating in any one or more of the Ten (10) areas assessed for performance following the OTES evaluation framework may be placed on an improvement action plan targeted to the deficient area(s). The member with deficiencies noted will be provided reasonable and specific goals for improvement and reasonable district resources as detailed on the improvement plan. The evaluator and member will meet to discuss the improvement plan within the first three weeks of the succeeding school year.

H. Evaluation results will be taken into consideration for retention, promotion, layoff and recall decisions. Seniority shall not be the basis for making such decisions, except when choosing between members who have comparable evaluations as defined in Article VI. For purposes of retention, promotions, layoff and recall decisions, the Board may take into consideration the impact of student attendance (absences from a class in excess of 10% of scheduled classes), any extended leaves of absence of the member and whether the member was recently transferred to a different position (subject grade, etc.) on a classroom teacher's evaluation results related to student growth measures.

I. This section shall not in any way supersede ORC 3319.16. In addition to ORC 3319.16, two (2) consecutive years of Ineffective composite ratings may be cause for termination. A member may also be terminated if his/her Improvement Plan was not adhered to. The member has the right to WHEA representation at any evaluation meeting or post-observation meeting. The member has the right to attach additional data, documentation, or a rebuttal to a post-observation or summative evaluation form.

J. The parties reserve the right to mutually adapt the implementation of the evaluation procedures to comply with changes in Ohio law or ODE requirements without the need to reopen negotiations or the need to enter into an MOU.

K. General Provisions

1. Members should always have available their lesson plans (weekly, daily, long range) and elementary time schedule/daily allotment of time.

2. In the event a member is supervised/evaluated by more than one Administrator, each Administrator will have input into the evaluation, which may include classroom observations and conferring on the summative evaluation.

3. In the event an Administrator is unable to meet the evaluation time lines due to the teacher/administrator's absence from work or calamity days, the deadlines will be extended for a corresponding period of time. If the evaluation procedures cannot be completed in time for Board action on renewal or nonrenewal or issuance of a continuing contract by the Board's regularly scheduled April/May meeting, the member will receive a one (1) year limited contract for the succeeding school year.

4. Only alleged procedural violations of these evaluation procedures will be subject to the grievance procedures set forth in Article III. To the extent these evaluation provisions are inconsistent with Ohio Revised Code §3319.111, these evaluation provisions supersede those statutory requirements.

5. These evaluation procedures do not preclude the Superintendent or his/her designee from conducting classroom visits.

ARTICLE XX – SPECIAL EDUCATION

The Association and the Board recognize the District's obligation to provide a free appropriate public education for students with disabilities under the IDEA and/or Section 504. The parties further recognize that Federal and State statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not disabled by providing special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the appropriate educational environment will be determined by the IEP team including but not limited to the required members of the regular education teacher, intervention specialist, parent, and district representative.

ARTICLE XXI – DURATION AND INTENT OF AGREEMENT

A. This Agreement constitutes the entire Agreement between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement, and neither party shall have a duty to negotiate with respect to any matter during such period.

B. The Board shall retain all rights, powers, duties and authority granted by law and shall adopt, rescind or modify such policies, rules and regulations as it deems appropriate in accordance with those laws.

C. Any matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement.

D. This contract shall be in effect from September 1, 2025, through August 31, 2028.

ARTICLE XXII – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set their hands this 16th day of June, 2025, at Millersburg, Ohio.

Walter S. Ramsey

President, West Holmes Local School District Board of Education

Jessica Kut

President, West Holmes Education Association

Superintendent

Treasurer

Professional Growth Plan Appendix A.

Teacher_____ Evaluator_____

Annual Focus These are addressed by the evaluator as appropriate for this teacher.	Date(s) Record dates when discussed	Areas for Professional Growth Supports needed, resources, or professional development
Goal 1: Student Achievement/Outcomes for Students	Date(s) Record dates when discussed	Areas for Professional Growth Supports needed, resources, or professional development
Goal Statement:		
Evidence Indicators:		
Goal 2: Teacher Performance on the Ohio Standards for the teaching Profession	Date(s) Record dates when discussed	Areas for Professional Growth Supports needed, resources, or professional development
Goal Statement:		
Evidence Indicators:		

Evaluator Signature Date Teacher Signature Date

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

Improvement Plan Appendix B.

Teacher Name:_____ Grade Level/Subject:_____

School year:_____ Building:_____ Date of Improvement Plan Conference:_____

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/her students AND/OR receives an overall Ineffective rating. Written improvement plans may also be developed in the circumstances when an educator receives an Ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement

List specific areas for improvement as related to the Ohio Standards for the Teaching Profession.	
Performance Standard(s) Addressed in this Plan	Specific Statement of the Concern: Areas of Improvement

Section 2: Desired Level of Performance

List specific measurable goals to improve performance. Indicate what will be measured for each goal.		
Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.	
Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

Date for this Improvement Plan to be Evaluated: _____/_____/_____

Teacher's Signature:_____ Date: _____/_____/_____

Evaluator's Signature:_____ Date:_____/_____/_____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

Improvement Plan Evaluation Appendix C.

Teacher Name:_____ Grade Level/Subject:_____

School Year:_____ Building:_____ Date of Evaluation:_____

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken:

☐ Improvement is demonstrated and performance standards are met.

☐ The Improvement Plan should continue for time specified: _____

☐ Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation

Teacher's Signature:_____ Date:_____/_____/_____

Evaluator's Signature:_____ Date:_____/_____/_____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

APPENDIX D.

WEST HOLMES LOCAL SCHOOL DISTRICT
TEACHER/CLASSROOM OBSERVATION FORM

Teacher: **Observer:**

Grade/Subject: **Observer Date:**

Time of Observation:

Observation Narrative:
This section should provide a narrative of the classroom observation including documentation of specific times, activities, and procedures.

(Additional pages may be used as desired)

Teacher Signature:

Date:

Final Summative Rating of Teacher Effectiveness — Appendix E.

Teacher Name:			Cumulative Performance Rating	
Proficiency on Standards 50%	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
Focus For Learning				
Assessment Data				
Prior Content Knowledge/ Sequence/Connections				
Knowledge of Students				
Lesson Delivery				
Differentiation				
Resources				
Classroom Environment				
Assessment of Student Learning				
Professional Responsibilities				
Final (overall) Proficiency Rating				
Areas of Reinforcement:				
Areas of Refinement:				

_____ ___/___/___ _____ ___/___/___

Teacher Signature Date Evaluator Signature Date

Student Growth Measure of Effectiveness					
Student Growth Data 50%	**Least Effective**	**Approaching Average**	**Average**	**Above**	**Most Effective**
Areas of Reinforcement:					
Areas of Refinement:					

Final Summative (Overall) Rating	**Ineffective**	**Developing**	**Skilled**	**Accomplished**

☐ Check here if Improvement Plan has been recommended

_____ ___/___/___ _____ ___/___/___

Teacher Signature Date Evaluator Signature Date

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.

Note: The teacher may provide additional information to the evaluator within 10 days of the receipt of this form. Any additional information will become part of the summative record. Within three days of receipt of this form any teacher who has been rated as Ineffetive in his/her Performance on the Standards has the option to request to have a third party review of the evidence by the Superintendent/Designee.

Teacher performance and student growth measures are combined in a summative teacher evaluation rating:

Student Growth Measures (50%)

Teacher Value-Added
Vendor Assessments
LEA-Determined Measures (SLO's)

+

Teacher Performance (50%)

Student
Learning Environment
Content
Assessment
Instruction
Collaboration/Communication
Professional Responsibility and Growth

Each Component's sub-scores are combined on the lookup tale to determine rating:

5	Most Effective
4	Above Average
3	Average
2	Approaching Average
1	Leat Effective

Student Growth Measurement

Teacher Performance

	4 Accomplished	3 Skilled	2 Developing	1 Ineffective
Above	Accomplished	Accomplished	Skilled	Developing
Expected	Skilled	Skilled	Developing	Developing
Below	Developing	Developing	Ineffective	Ineffective

=

Evaluation Rating
Accomplished
Skilled
Developing
Ineffective

APPENDIX F – SALARY SCHEDULE

CERTIFIED SALARY SCHEDULE
2025-2026 SCHOOL YEAR

Years Experience	*BACHELORS DEGREE*	*MASTERS DEGREE*	*MASTERS +25/PhD * DEGREE*
0	$43,465	$45,973	$48,480
1	$45,262	$48,020	$50,570
2	$47,059	$50,068	$52,660
3	$48,856	$52,116	$54,749
4	$50,653	$54,164	$56,839
5	$52,451	$56,212	$58,929
6	$54,248	$58,260	$61,018
7	$56,045	$60,308	$63,108
8	$57,842	$62,356	$65,198
9	$59,639	$64,403	$67,287
10	$61,436	$66,451	$69,377
11	$63,233	$68,499	$71,467
12	$65,030	$70,547	$73,556
13	$65,030	$72,595	$75,646
14	$65,030	$74,643	$77,736
15	$66,827	$76,691	$79,825
18	$68,625	$78,739	$81,915
20	$70,422	$80,786	$84,004

Years Experience	*BACHELORS DEGREE*	*MASTERS DEGREE*	*MASTERS + 15*/PhD DEGREE*
25**	$72,219	$82,834	$86,094
27	$74,016	$84,882	$88,184
30	$75,646	$86,512	$89,814

*25 GRADUATE SEMESTER HOURS EARNED AFTER AWARDING OF THE MASTER'S DEGREE

NO MORE THAN 10 YEARS EXPERIENCE GRANTED TO NEW HIRES

CERTIFIED SALARY SCHEDULE
2026-2027 SCHOOL YEAR

Years Experience	*BACHELORS DEGREE*	*MASTERS DEGREE*	*MASTERS +25/PhD * DEGREE*
0	$44,769	$47,352	$49,935
1	$46,620	$49,461	$52,087
2	$48,471	$51,570	$54,239
3	$50,322	$53,680	$56,392
4	$52,173	$55,789	$58,544
5	$54,024	$57,898	$60,696
6	$55,875	$60,008	$62,849
7	$57,726	$62,117	$65,001
8	$59,577	$64,226	$67,153
9	$61,428	$66,336	$69,306
10	$63,279	$68,445	$71,458
11	$65,130	$70,554	$73,611
12	$66,981	$72,663	$75,763
13	$66,981	$74,773	$77,915
14	$66,981	$76,882	$80,068
15	$68,832	$78,991	$82,220
18	$70,683	$81,101	$84,372
20	$72,534	$83,210	$86,525

Years Experience	*BACHELORS DEGREE*	*MASTERS DEGREE*	*MASTERS + 15*/PhD DEGREE*
25**	$74,385	$85,319	$88,677
27	$76,236	$87,429	$90,829
30	$77,915	$89,107	$92,508

*25 GRADUATE SEMESTER HOURS EARNED AFTER AWARDING OF THE MASTER'S DEGREE

NO MORE THAN 10 YEARS EXPERIENCE GRANTED TO NEW HIRES

CERTIFIED SALARY SCHEDULE
2027-2028 SCHOOL YEAR

Years Experience	*BACHELORS DEGREE*	*MASTERS DEGREE*	*MASTERS +25/PhD * DEGREE*
0	$46,112	$48,772	$51,433
1	$48,019	$50,945	$53,650
2	$49,925	$53,118	$55,866
3	$51,832	$55,290	$58,083
4	$53,738	$57,463	$60,300
5	$55,645	$59,635	$62,517
6	$57,551	$61,808	$64,734
7	$59,458	$63,980	$66,951
8	$61,364	$66,153	$69,168
9	$63,271	$68,326	$71,385
10	$65,178	$70,498	$73,602
11	$67,084	$72,671	$75,819
12	$68,991	$74,843	$78,036
13	$68,991	$77,016	$80,253
14	$68,991	$79,189	$82,470
15	$70,897	$81,361	$84,687
18	$72,804	$83,534	$86,903
20	$74,710	$85,706	$89,120

Years Experience	*BACHELORS DEGREE*	*MASTERS DEGREE*	*MASTERS + 15*/PhD DEGREE*
25**	$76,617	$87,879	$91,337
27	$78,523	$90,051	$93,554
30	$80,253	$91,781	$95,283

*25 GRADUATE SEMESTER HOURS EARNED AFTER AWARDING OF THE MASTER'S DEGREE

NO MORE THAN 10 YEARS EXPERIENCE GRANTED TO NEW HIRES

APPENDIX G – SUPPLEMENTAL PAY SCHEDULE

BASEBALL & SOFTBALL	FTE	Stipend
Head Coach	1	$5,350
Assistant Coach	3	$3,999
Freshman (if team)	1	$3,999

BOWLING	FTE	Stipend
Head Coach	1	$2,289

BOYS/GIRLS BASKETBALL	FTE	Stipend
Head Coach	1	$9,331
Assistant Coach	2	$5,074
Freshman (if team)	1	$5,074
MS Head Coach	1	$4,340
Assistant MS Coach	1	$3,779

BOYS/GIRLS SOCCER	FTE	Stipend
Head Coach	1	$5,350
Assistant Coach	1	$3,999
MS Head Coach	1	$3,779

BOYS/GIRLS TENNIS	FTE	Stipend
Head Coach	1	$4,252
Assistant Coach	1	$1,561

CROSS COUNTRY	FTE	Stipend
Head Coach HS/MS	1	$4,252
Assistant Coach HS/MS	1	$3,779

FACULTY MGR	FTE	Stipend
HS Faculty Manager	2	$2,879
MS Faculty Manager	1	$1,858

FOOTBALL	FTE	Stipend
Head Coach	1	$9,331
Assistant Coach	4	$5,252
Freshman (if team)	2	$5,252
MS Head Coach	1	$5,129
Assistant MS Coach	3	$3,779

GOLF	FTE	Stipend
HS Head Coach	1	$4,252
MS Head Coach	1	$3,779

TRACK	FTE	Stipend
Head Girls & Boys Coach	1	$5,635
Asst Head Boys & Girls Coach	1	$5,252
Assistant Coach	3	$3,999
MS Head Girls Coach	1	$3,367
Assistant MS Girls Coach	1	$2,708
MS Head Boys Coach	1	$3,367
Assistant MS Boys Coach	1	$2,708

VOLLEYBALL	FTE	Stipend
Head Coach	1	$6,401
Assistant Coach	1	$4,766
Freshman (if team)	1	$4,766
MS Head Coach	1	$3,779
Assistant MS Coach	1	$3,013

WRESTLING	FTE	Stipend
Head Coach	1	$6,704
Assistant Coach	2	$4,766
MS Head Coach	1	$4,340
Assistant MS Coach	1	$3,779

MUSIC	FTE	Stipend
Marching Band Director	1	$7,949
Assistant HS Band Director	1	$4,074
Majorette Advisor - HS	1	$1,685
MS Band Director	1	$1,777

MISCELLANOUS	FTE	Stipend
Director Safety Patrol - MB	1	$1,074
Director Safety Patrol - KB	1	$1,074
Senior Class Advisor	2	$1,133
Junior Class Advisor	2	$1,387
Sophomore Class Advisor	1	$400
Freshman Class Advisor	1	$400
Academic Challenge - HS	1	$1,133
Academic Challenge - MS	1	$766
Student Council Advisor - HS	1	$924
Knights Council - MS	1	$1,363
Yearbook Advisor HS	1	$3,235

	FTE	Stipend
Head Football Cheer	1	$3,500
Head HS Basketball Cheer	1	$3,500
Assistant FB Cheer	1	$700
Ass't HS Basketball Cheer	1	$700
Head MS Cheer	1	$2,900
Ass't MS Cheer	1	$400
ED/MD Teachers	# Pos	$2,500
Robotics Club Director - MS	1	$1,800
Robotics Club Director - HS	1	$1,800
HS Pep Band	1	$900
HS Jazz Band	1	$1,925

Yearbook Advisor MS	1	$462
Theater Director - Spring	1	$1,533
Theater Manager - HS	2	$767
Musical Director HS	1	$2,520
Choral Music Director	1	$1,477
Honor Awards Coordinator	1	$277
Knights of Round Table	1	$924
National Honor Society	1	$1,106

HS Concert Band	1	$1,960
Tech Energizer HS	1	$500
LPDC Committee	7	$1,000
Pep Band MS	1	$500

PBIS Stipends in absence of add'l prep period

PBIS HS	$1,000
PBIS MS	$1,000

West Holmes Local Schools



APPENDIX H

Medical

Deductible (Individual/ Family)	
Network	$100/ $200
Non-Network	$200/ $400
Co-Insurance %	
Network	90/10
Non-Network	80/20
Out-of-Pocket Maximum	
Network	$550/ $1,100
Non-Network	$1,200/ $2,400
Dr. Office Coverage	
Network	$15 co-pay, then 100%
Non-Network	Ded. + co-ins.
Hospital Coverage	
Inpatient	Ded. + co-ins.
Outpatient	Ded. + co-ins.
Lab/ X-ray/ Diagnostic Testing	Ded. + co-ins.
ER Coverage	Ded. + co-ins.
Preventive Care	
Routine Physical Exams	100% up to $300/yr max, no deductible
Routine OB/GYN Exams	100% up to $300/yr max, no deductible
Routine Mammography (Certain age/frequency limitations apply)	100% to $85/yr
Routine Prostate Exam	100% up to $300/yr max, no deductible
Well Baby Care (Birth to age 1)	100% up to $300 max, no deductible
Well Child Care (Age 1 to age 9)	100% up to $300/yr max, no deductible
Prescription Drugs (Retail Pharmacy) 1 month supply	
Generic	$8
Brand Name Formulary	$15
Brand Name Non-Formulary	$25
Mail Order Rx Program	
Generic	$8 per 60 days
Brand Name Formulary	$15 per 60 days
Brand Name Non-Formulary	$25 per 60 days
Life Time Maximum	
Network	unlimited lifetime / $2 Million per year
Non-Network	unlimited lifetime / $2 Million per year

Dental

Deductible (Individual/ Family)	$25/ $75
Preventive/Diagnostic Services	100% no deductible every 6 months
Basic Restorative	80%
Major Restorative	80%
Orthodontic Services (children up to age 19 only)	60% to $1,000 lifetime max, no deductible
Calendar Year Maximum per Person (other than ortho)	$1,000

This is a summary of benefits only, designed to be a brief outline of coverage. Please refer to your official certificate for complete details. In case of any discrepancies, your certificate will prevail.

GRIEVANCE FORM

Name of Grievant _____

Name of School _____

Persons involved in the grievance situation _____

_____

_____

Section of Grievance Definition that covers situation:

_____

Section of Negotiated Agreement or School Board Policy covering the situation:

_____

_____

State specific facts in the case (for example: what occurred, where and when it occurred):

_____

_____

_____

Redress or solution being sought:

_____

_____

_____

_____ _____

Date Signature of Grievant

U.S. Wage and Hour Division

Fact Sheet #28F: Qualifying Reasons for Leave under the Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons, with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. *See also* Fact Sheet 28A: Employee Protections under the FMLA, and Fact Sheet 28M: The Military Family Leave Provisions under the FMLA.

Eligible employees are entitled to take up to 12 workweeks of FMLA leave in a 12-month period for any of the reasons listed below. *See* Fact Sheet 28: The Family and Medical Leave Act - Overview.

- **The birth of a child and to bond with the newborn child within one year of birth.**

  An employee's entitlement to FMLA leave for birth and bonding expires 12 months after the date of birth. Both mothers and fathers have the same right to take FMLA leave for the birth of a child. Birth and bonding leave must be taken as a continuous block of leave unless the employer agrees to allow intermittent leave (*e.g.*, allowing a parent to return to work on a part-time schedule for 10 weeks).

- **The placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one year of placement.**

  FMLA leave may be taken before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care to proceed. For example, the employee may be entitled to FMLA leave to attend counseling sessions, appear in court, consult with his or her attorney or the birth parent's representative, submit to a physical examination, or travel to another country to complete an adoption before the actual date of placement. FMLA leave to bond with a child after placement must be taken as a continuous block of leave unless the employer agrees to allow intermittent leave. An employee's entitlement to FMLA leave for the placement of a child for adoption or foster care expires 12 months after the placement.

- **A serious health condition that makes the employee unable to perform the functions of his or her job.**

  An employee is "unable to perform the functions of the position" where the health care provider finds that the employee
  - is unable to work at all, or
  - is unable to perform any one of the essential functions of the employee's position.

An employee who must be absent from work to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions of the position during the absence for treatment.

- **To care for the employee's spouse, son, daughter, or parent who has a serious health condition.**

An employee must be needed to provide care for his or her spouse, son, daughter, or parent because of the family member's serious health condition in order for the employee to take FMLA leave. An employee may be needed to provide care to the family member, for example

- when the family member is unable to care for his or her own medical, safety or other needs, because of the serious health condition or needs help in being transported to the doctor; or
- to provide psychological comfort and reassurance to the family member with a serious health condition.

Spouse: Spouse means a husband or wife as defined or recognized in the state where the individual was married and includes individuals in a same-sex marriage or common law marriage. Spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States if the marriage could have been entered into in at least one state.

Parent: Parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents "in law."

Son or Daughter: Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.

In Loco Parentis: The FMLA regulations define in loco parentis as including those with day-to-day responsibilities to care for or financially support a child. Employees who have no biological or legal relationship with a child may, nonetheless, stand in loco parentis to the child and be entitled to FMLA leave. Similarly, an employee may take leave to care for someone who, although having no legal or biological relationship to the employee when the employee was a child, stood in loco parentis to the employee when the employee was a child, even if they have no legal or biological relationship.

See also Administrator's Interpretation No. 21010-3; Fact Sheet #28B: FMLA leave for birth, bonding, or to care for a child with a serious health condition on the basis of an "in loco parentis" relationship; and Fact Sheet 28C: FMLA leave to care for a parent with a serious health condition on the basis of an in loco parentis relationship.

- **Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty.**

Qualifying exigencies are situations arising from the military deployment of an employee's spouse, son, daughter, or parent to a foreign country. Qualifying exigencies for which an employee may take FMLA leave include making alternative child care arrangements for a child of the military member when the deployment of the military member necessitates a change in the existing child care

arrangement; attending certain military ceremonies and briefings; taking leave to spend time with a military member on Rest and Recuperation leave during deployment; or making financial or legal arrangements to address a covered military member's absence; or certain activities related to care of the parent of the military member while the military member is on covered active duty. *See* Fact Sheet 28M(c): Qualifying Exigency leave under the FMLA. An employee may take qualifying exigency leave for the deployment of a son or daughter of any age.

An eligible employee may also take up to **26 workweeks** of FMLA leave in a single 12-month period:

- **To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember (military caregiver leave).**

  Eligible family members of both current servicemembers and certain veterans are entitled to military caregiver leave. *See* Fact Sheet 28M(a): Military Caregiver Leave for a Current Servicemember under the FMLA, and Fact Sheet 28M(b): Military Caregiver Leave for a Veteran under the FMLA.

ENFORCEMENT

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by the FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to the FMLA. *See* Fact Sheet 77B: Protections for Individuals under the FMLA. The Wage and Hour Division is responsible for administering and enforcing the FMLA for most employees. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress. If you believe that your rights under the FMLA have been violated, you may file a complaint with the Wage and Hour Division or file a private lawsuit against your employer in court.

For additional information, visit our Wage and Hour Division Website: http://www.wagehour.dol.gov **and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).**

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
Contact Us