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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

Between

POLAND EDUCATION ASSOCIATION

and the

POLAND BOARD OF EDUCATION

September 1, 2011 to August 31, 2013

106

TABLE OF CONTENTS

		<u>PAGE</u>
ARTICLE I	RECOGNITION	1
1.01	Statement of Recognition	1
1.02	Definition of Bargaining Unit	1
1.03	Duration of Recognition; Representation Election Procedure.....	1
1.04	Definitions.....	2
1.05	PEA Rights	4
1.06	Nondiscrimination	10
ARTICLE II	NEGOTIATIONS PROCEDURE	10
2.01	Initiation of Negotiations	10
2.02	Scope of Negotiations	10
2.03	Meetings.....	10
2.04	Disagreement.....	13
2.05	Ratification.....	13
2.06	Reopening of Negotiations	13
ARTICLE III	GRIEVANCE PROCEDURE	14
3.01	Purpose.....	14
3.02	Definitions.....	14
3.03	Procedures	15
3.04	Request for a Second List.....	17
3.05	Expedition of Grievances	17
3.06	Rights to Representation.....	17
3.07	Time Limits	17
3.08	Miscellaneous.....	18
ARTICLE IV	LEAVE POLICIES.....	19
4.01	Personal Leave	19
4.02	Sick Leave	20
4.03	Bereavement Leave	21
4.04	Assault Protection	21

4.05	Court Leave	23
4.06	Leave for Professional Meetings	23
4.07	Sabbatical Leave	25
4.08	Medical Leave	27
4.09	Parental Leave	28
4.10	Reinstatement from Leaves of Absence	30
4.11	Family and Medical Leave Act.....	30
ARTICLE V	RIGHTS AND RESPONSIBILITIES.....	31
5.01	Changes in Staffing Requirements.....	31
5.02	Seniority List.....	39
5.03	Employee Contracts	39
5.04	Employee Evaluation Provision	40
5.05	Due Process	47
5.06	Just Cause	47
5.07	Fair Dismissal	47
5.08	School Day.....	48
5.09	School Year.....	49
5.10	Class Size	50
5.11	Immunizations	51
5.12	Assistance with Clerical Duties.....	51
5.13	Personnel File	51
5.14	LPDC/Local Professional Development Committee.....	53
5.15	Mentor Teacher	53
5.16	Smoke Free Environment.....	54
5.17	OHSA Safety Training	54
5.18	Duplicating Equipment	55
ARTICLE VI	SALARY AND FRINGE BENEFITS	55
6.01	Salary Schedule Guidelines	55
6.02	Employee Salary Schedule	56
	Salary Schedule – 2011-12	58
	Salary Schedule – 2012-13	59
6.03	Payment for Graduate Credits; Criteria for Payment	60
6.04	Extended Time	62
6.05	Supplemental Positions.....	63
6.06	Severance Pay	66
6.07	Multiple Building Stipend	67
6.08	Employee Insurances.....	68
6.09	Board Pickup of Employee Contributions to the State Teachers Retirement System	

	(Salary Reduction/Restatement)	80
6.10	Expense Reimbursement	83
6.11	Medical Procedures	83
6.12	Special Education Inclusion	83
6.13	Attendance Bonus	83
ARTICLE VII	EFFECTS OF THE CONTRACT	84
7.01	No Reprisals	84
7.02	Cessation of Duties	84
7.03	Implementation	84
7.04	Amendments	84
7.05	Personnel Forms	84
7.06	Conformance with Ohio Statutes	85
7.07	Duplication and Distribution	86
7.08	Duration; Term of Agreement	87
	SIGNATURE PAGE	87
APPENDICES		
Appendix A	Request for Personal Leave	88
Appendix B	Request for Sick Leave	89
Appendix C	Employee Assault Report	90
Appendix D	Professional Leave Request	91
Appendix E	Request for Reimbursement for Expenses of Professional Meeting	92
Appendix F	Request for Reassignment	93
Appendix G	Grievance Form	94
Appendix H	Performance Responsibilities	95
Appendix I	Teacher Observation Form (Part I)	98
Appendix J	Employee Observation Form (Part II)	101
Appendix K	Certified Employee Evaluation Form	102
Appendix L	Least Restrictive Environment of Spec Ed Pupils	103

ARTICLE I. RECOGNITION

1.01 Statement of Recognition

The Board of Education of the Poland Local School District, hereinafter referred to as the Board, recognizes the Poland Education Association, an affiliate of NEA/OEA, hereinafter referred to as the PEA, as the sole and exclusive organization to represent the bargaining unit of employees defined in Section 1.02 below.

1.02 Definition of Bargaining Unit

The bargaining unit of employees represented by PEA shall be defined as follows:

1.021 Inclusions

All professional certificated/licensed personnel employed by the Board, except as excluded in Section 1.022 below.

1.022 Exclusions

All supervisory and managerial personnel, including Athletic Director (upon retirement of the current director), employed by the Board; all non-certificated/licensed personnel employed by the Board; and all substitute certificated/licensed personnel employed by the Board for fewer than sixty (60) consecutive days in the one bargaining unit position. All LD/BD tutors and home instruction tutors employed on an as needed basis. All summer school and continuing education teachers employed on an as needed basis.

1.03 Duration of Recognition; Representation Election Procedure

The Board and the PEA shall abide by Chapter 4117 of the Ohio Revised Code regarding duration of recognition and representation election procedure.

1.04 Definitions

The terms listed below, when used in this Agreement, shall be defined as follows:

- A. Employee: Any employee in the bargaining unit defined in Section 1.02 of this Agreement.
- B. Day: A calendar day.
- C. Workday: A day on which an employee is scheduled to report for work.
- D. Immediate Supervisor: The Supervisor, Principal or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by PEA.
- E. Superintendent: The Superintendent of the Poland Local School District or his/her designated representative.
- F. PEA: The Poland Education Association/OEA/NEA.
- G. Board: The Board of Education of the Poland Local School District.
- H. Seniority:
 - 1. Seniority shall be defined as the employee's length of service in the bargaining unit commencing from the employee's first day of work. Service in an assigned position is not recognized as seniority by law.
 - a. The seniority date for employees who were hired prior to the conclusion of the 1982 school year shall be the seniority date published on the 1982 seniority list.

- b. Seniority accrual for part-time employees shall be pro-rated on the basis of the full-time accrual.

2. Exclusions

- a. Service rendered beyond the normal school year shall not be considered toward accumulated seniority.
- b. Years of service in supervisory or administrative positions shall not be considered toward accumulated seniority. An employee who leaves the bargaining unit for a supervisory or administrative position with the Board for one year from the date the employee begins the non-bargaining unit position shall return to the bargaining unit with the seniority the employee had at the time the employee began the non-bargaining unit position. If the employee returns to the bargaining unit after one year from the date of beginning the non-bargaining unit position, the seniority of the employee at the time of return shall be zero.

3. Breaking of Seniority

- a. A layoff that does not exceed twenty-four (24) months and time spent on disability retirement, or any Board-approved leave of absence, shall neither be construed to constitute a break in seniority nor to constitute years of service credit for salary purposes.
- b. An employee shall break his seniority:
 - 1. Upon resignation.
 - 2. Upon discharge for just cause.
 - 3. Upon failure to report from layoff within the designated time period after proper notification has been provided.

4. Upon overstaying a leave of absence unless excused by the Superintendent.
5. Upon permanent retirement.

4. Ties in Seniority Date

In the event that two (2) or more employees in the same area of certification/licensure share the same seniority date, they shall be placed on the seniority list in accordance with the date of the Board meeting at which the Board acted upon their initial employment. If a tie still exists, the employees shall be placed on the seniority list in accordance with the date of their most recent application for employment in a bargaining unit position with the Board. If a tie still exists, the employees who share the same seniority date shall participate in a coin toss in the presence of the Superintendent and a PEA representative.

1.05 PEA Rights

Recognition of the PEA as the sole and exclusive representative shall entitle the PEA to certain privileges not granted to any other employee representative:

- A. The right to use school buildings for PEA business on school days between 7:00 a.m. and 10:00 p.m., during regular custodial hours. There shall be no use of the building between 10:00 p.m. and 7:00 a.m.
- B. The right to use facilities in the school buildings for such PEA business, provided the PEA incurs any additional custodial costs resulting directly from PEA use of the building.
- C. The right to post PEA notices on bulletin boards and place them in mail boxes within individual buildings.
- D. The right to payroll deduction for professional dues. Such deduction shall be implemented as follows:

1. Upon the written authorization of the member of the Employee Unit, the Board shall cause to have deducted from the employee's annual salary the prescribed amount of United Teaching Profession membership dues.
 2. The deductions shall be made in eight (8) equal, monthly payments beginning in October and ending in May, and the monthly, cumulative deduction shall be immediately forwarded to the PEA Treasurer.
 3. The enrollment period for such deductions shall be from September 1 to October 20 each year. Authorization shall be on a continuous basis from year to year unless a request for withdrawal of authorization is submitted to the District Treasurer and the PEA President as provided in Section 1.05 (D) (4).
 4. Such authorization for deduction of professional dues shall be irrevocable for periods of one (1) school year, except that authorization may be withdrawn during the first fifteen (15) days of each school year. Notification of withdrawal of deduction authorization must be submitted, in writing, by the member of the Employee Unit to the District Treasurer and to the PEA President within the fifteen (15) day withdrawal period.
 5. The balance of the annual deduction shall be deducted from the final pay check of the employee resigning his/her position, taking an unpaid leave of absence, or having his/her employment terminated after October 20 of any school year during the term of this Agreement.
 6. The right to refund professional dues deducted from an employee's salary shall lie solely with the PEA.
- E. The right to payroll deduction of political contributions. Such deduction shall be implemented as follows:

1. Upon the written authorization of the employee, the Board shall cause to have deducted from the employee's annual salary, the authorized amount of the political contribution.
 2. The deduction shall be made from one (1) pay check of the employee and on the same pay date for all employees authorizing said deduction. The cumulative deduction shall be immediately forwarded to the PEA Treasurer.
 3. The PEA President shall provide advance written notice to the PEA Treasurer of the pay date on which such deduction shall be made.
- F. The right to assess a representation fee of any employee who is not a member of the PEA in good standing in recognition of the PEA's services to the bargaining unit.
1. All employees shall sign and deliver to the PEA who will then deliver to the District Treasurer a copy of the authorization form for payroll deduction of PEA membership dues.
 2. All employees who elect not to become or to remain members of the PEA shall pay a fair share fee for the PEA's representation of such non-members during the term of this contract. Payment of a representation fee is not a condition of employment; any default in payment shall not be cause for discharge or discipline. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
 3. Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of

determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

4. Payroll deduction of such fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:
 - a. sixty days employment in a bargaining unit position which shall be the required probationary period or
 - b. January 15th.
5. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five days from the termination of membership.
6. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
7. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and

notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

8. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
9. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.
 - b. The Association shall reserve the right to designate counsel to represent and defend the employer. The Board may retain their Counsel at their sole expense.
 - c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its Counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) not to oppose the Association or its affiliates' application to file briefs amicus curiae in the action.
- G. The right of the PEA President to receive a directory listing the names, addresses, phone numbers, and subject area and building assignments on record of all employees of the Board.
- H. The right of the PEA to receive the names and addresses of newly employed employees prior to the first day of the school year.
- I. Time shall be granted to the PEA for a one (1) hour meeting on opening (orientation) day.

- J. The right of designated PEA representatives to meet individually with employees during the school day and without loss of pay as is necessary to discharge the PEA's obligation as employee representative, provided such activity(s) occurs during non-instructional time exclusive of the homeroom period, study halls, and regularly-scheduled student supervision duties.
- K. The right of PEA representative(s) to represent employees at grievance hearings and to attend arbitration hearings during the school day without loss of pay. The number of PEA representatives attending any grievance or arbitration hearing shall not be more than two (2), if the grievance or arbitration hearing is held during the school day.
- L. The right of the PEA President to receive, upon request, a copy of the agenda of each Board meeting in advance of the Board's regularly-scheduled, monthly meeting. This provision shall not be construed to require preparation of the agenda in advance of the normal preparation schedule.
- M. The right to receive, upon request, copies of all official financial documents pertaining to the Poland School System.
- N. The right to make brief announcements after school faculty meetings are adjourned.
- O. The right to use the building public address system to make announcements provided this right is exercised after the dismissal of students.
- P. The right to use school phones for conducting PEA business provided the PEA pays for any toll calls.
- Q. The right to seven (7) days of leave, total maximum per school year without loss of pay for PEA delegates, as designated by PEA, to attend OEA Representative Assemblies. The Board will provide substitutes for such excused seven days maximum, but will not

underwrite any other expenses accruing from such excused absence(s).

1.06 Nondiscrimination

Neither the Board nor the PEA shall discriminate against any employee on the basis of race, creed, color, national origin, religion, sex, marital status, age, or physical handicap in the implementation of the terms of this Agreement.

ARTICLE II. NEGOTIATIONS PROCEDURE

2.01 Initiation of Negotiations

A written request for meetings shall be submitted by the PEA President to the Superintendent or by the Superintendent to the PEA President no sooner than one hundred (100) days and no later than ninety (90) days before the expiration of this Agreement.

2.02 Scope of Negotiations

All subjects that are related to the improvement of the quality of public education shall be eligible for discussion in professional negotiation. Certain school business will be regularly negotiated as follows:

- A. Salaries, wages, hours, conditions of employment, extracurricular duty assignments and pay, in-service education, teacher load, individual grievance policy.
- B. Other matters mutually agreed upon by the Board and the PEA.

2.03 Meetings

Negotiation between the parties shall commence at a mutually satisfactory time within fifteen (15) days after the request for a meeting, unless a mutually satisfactory later date is agreed upon.

2.031 Ground Rules for Negotiations

- A. Upon reaching agreement on ground rules, the parties shall jointly exchange all proposals in writing at the next meeting. Upon receipt of these proposals, neither party shall be permitted to submit additional proposals unless mutually agreed otherwise.
- B. Both parties shall present five (5) copies of all proposals and/or counter proposals.
- C. Each negotiating team shall have a designated chief-spokesperson who shall be empowered to initial tentative agreements.
- D. Each team is limited to five (5) persons at the table.
- E. No mechanical recording devices shall be used during negotiations sessions, and each party is responsible for taking its own notes.
- F. Sessions will be two (2) hours each unless mutually agreed otherwise. Each side will have one (1) hour to present its proposal. Each side agreeing, shorter or compressed sessions may be held.
- G. Prior to the conclusion of each bargaining session, the date and time of the next bargaining session shall be mutually agreed upon by both parties.
- H. Meetings will be at the Poland Middle School Home Ec. room unless mutually agreed otherwise.
- I. Consultants to the team may be used by either party on specified topics. Advanced notice of the intent to use a consultant shall be provided to the other side at the previous meeting.

- J. Each side may request a caucus not to exceed thirty (30) minutes unless mutually agreed otherwise. The thirty (30) minutes are to be within the scheduled two hours for each negotiation session unless mutually agreed otherwise.
- K. Items that have been tentatively agreed to shall be initialed by each side's chief negotiator at the time they are tentatively agreed to and are contingent upon a final and total agreement on the entire contract.
- L. The final and total tentative agreement is subject to ratification of the respective constituencies which shall be scheduled to occur within thirty (30) days after the Tentative Agreement is reached. For the Superintendent that will include the Board of Education and for PEA that will include all employees represented in the bargaining unit.
- M. The parties are free to communicate as they see fit with their respective constituencies. For the Superintendent that will include the Members of the Board of Education and other district administrators. For PEA that will include all employees represented in the bargaining unit. Each party is restricted to communicating/reporting to its own constituents.
- N. There shall be no press releases or other forms of public dissemination of information unless mutually approved of in advance by all parties or until an impasse in negotiations is declared, if any.
- O. Each party will keep an original of the tentative agreement reached. After ratification, a mutually agreed upon commercial secretarial service will type the final agreement and return it to both parties for confirmation as to accuracy. Then the Chief Negotiators and

Presidents will sign the final agreement before it is sent to a mutually agreed upon secretarial service for typing and printing. The costs of typing and printing shall be born equally by both parties.

2.04 Disagreement

2.041 Mediation

After sixty (60) calendar days of negotiation, either party may declare impasse, at which time a request shall be made to the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching an agreement. Unless final agreement is reached, mediation conducted under the auspices of the Federal Mediation and Conciliation Service shall continue until the expiration of the Agreement and, if the parties mutually agree, may continue thereafter.

2.042 Costs of Mediation

Each Party shall bear its own costs incident to mediation and they shall share equally any other costs for the mediation services.

2.05 Ratification

When an entire tentative agreement on all items is reached by the negotiating teams, it shall be recommended to the PEA membership by the PEA negotiating team and to the Board by the Board's negotiating team, i.e. both teams shall endorse, support, and recommend the tentative agreement for ratification.

Upon ratification by both parties, two (2) copies of the final Agreement shall be signed by designated representatives of both parties. The Board and the PEA shall each retain one (1) of the signed copies.

2.06 Reopening of Negotiations

Negotiations on the existing Agreement may be reopened

on any item(s) at any time prior to the expiration of the Agreement, provided that both Parties mutually agree in writing to reopen negotiations on said item(s).

ARTICLE III. GRIEVANCE PROCEDURE

3.01 Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, an equitable solution to the claim of the aggrieved person. Nothing contained herein shall be construed as limiting the right of any employee with a grievance to discuss the matter informally.

3.02 Definitions

3.021 Grievance

GRIEVANCE shall be defined as a violation, misinterpretation or misapplication of the terms and provisions of the Agreement. Said grievance shall be on grievance form per Appendix G. Only grievances alleging a violation or misinterpretation of the terms and provisions of the Agreement may be appealed to arbitration.

3.022 Decision

A DECISION must be in writing and must include the reasoning involved in arriving at the decision.

3.023 Grievant

GRIEVANT shall be defined as the Union or employee initiating a grievance.

3.024 Class Action Grievance

A CLASS ACTION GRIEVANCE shall be defined as a grievance that affects more than one employee in the bargaining unit.

3.025 Workdays

Workdays shall mean days when teachers are under contract excluding calamity and/or snow days.

3.03 Procedures

3.031 Preliminary Step

The employee shall with or without representation discuss informally with his/her immediate supervisor the employee's concerns.

3.032 Step 1: Declaration of Grievance

After the preliminary step, further discussion may take place, but the time limitation is that a written grievance must be filed within twenty (20) workdays of the occurrence of the aggrieved event, or the grievance is barred. All grievance shall be in writing on the specified grievance form and shall be resolved at the lowest possible level.

3.033 Step 2: Immediate Supervisor's Reply

The immediate supervisor must provide the grievant with a written decision within twenty (20) workdays after receipt of the written grievance.

3.034 Step 3: Appeal to Next Level Administrator/Superintendent

If the employee is not satisfied with the written reply of his/her immediate supervisor, he/she has five (5) workdays after receipt of the immediate supervisor's reply to file written appeal grievance with the next level administrator (if none, the superintendent). Within five (5) workdays after receipt of such a written appeal, this administrator shall arrange a mutually acceptable date for a meeting with the grievant, a PEA representative and the immediate supervisor. The superintendent shall render a

written decision to the PEA and the grievant within five (5) workdays of said meeting.

3.035 Step 4: Arbitration

If the disposition of the grievance by the Superintendent is not satisfactory or if the disposition has not been issued within the time prescribed in Step 3, the PEA may submit the grievance to arbitration by giving written notice to the Superintendent of its intent to do so within five (5) workdays after receipt of the Superintendent's reply, or the grievance matter is barred. Only grievances alleging a violation, misinterpretation, or misapplication of the terms and provisions of the Agreement may be appealed to arbitration. The parties shall first attempt to agree upon an impartial arbitrator to hear the grievance. If the parties are unable to agree within five (5) workdays from the Superintendent's receipt of the PEA's appeal to arbitration, the PEA shall then request the American Arbitration Association to administer the proceedings under the Voluntary Labor Arbitration Rules of that Association.

A. Authority of the Arbitrator

The decision of the arbitrator shall be final and binding upon the Parties. The authority of the arbitrator shall be to determine controversies involving the interpretation, application, or alleged violation of specific provisions of this Agreement, and he shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to arbitrate any matter not specifically provided for by this Agreement. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration.

B. Costs of Arbitration

Each Party shall bear the full cost for its representation in the arbitration process. The costs and expenses of the arbitrator and the

American Arbitration Association shall be divided equally between the Parties.

C. Transcripts

Should either Party desire a transcript of the proceedings, that Party shall bear the full cost for that transcript. Should both Parties request a transcript, then the costs for the transcript shall be divided equally between the Parties.

3.04 Request for a Second List

Requests for second lists shall be in accordance with AAA procedures.

3.05 Expedition of Grievances

If the PEA and the Superintendent agree, Step 2 and/or Step 3 of the Grievance Procedure may be by-passed and the grievance brought directly to the next step. Class grievances involving more than one supervisor and grievances involving an administrator above the immediate supervisory level may be filed by the PEA at Step 3.

3.06 Rights to Representation

3.061 Representation

Both parties shall have the right to representation at all levels of the grievance procedure.

3.062 Restrictions

No employee may be represented by any employee organization other than the PEA in any grievance initiated pursuant to this Agreement.

3.07 Time Limits

3.071 Delivery of Grievance and Related Notices

Forwarding of written grievances, notice of hearings, or disposition of grievances may be

mailed or hand-delivered. It shall be the responsibility of the PEA (grievant) or the responsible administrator to assume delivery of written notices within the specified time period.

3.072 Calculation of Time Limits

Time limits during the summer recess shall consist of weekdays when the Superintendent's office is open. Time limits may be extended only with the mutual written consent of the parties.

3.08 Miscellaneous

3.081 Withdrawal of Grievances

A grievance may be withdrawn at any level without prejudice to any future grievance over the same provision.

3.082 Copies of Written Decisions

Copies of all written decisions of grievances shall be sent to all parties involved.

3.083 Recordkeeping

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of any employee involved.

3.084 Grievance Procedure

Alleged violation and/or misinterpretation of this agreement shall be resolved solely through the grievance procedure and not through private litigation by individual members of the bargaining unit. This article does not preclude using private counsel after exhausting the grievance procedure.

ARTICLE IV. LEAVE POLICIES

4.01 Personal Leave

4.011 Definition

Personal leave is defined as leave which must be used to transact or attend to personal, legal, religious, or family matters that require an employee's absence during the school day.

4.012 Entitlement to Personal Leave

- A. A member of the Employee Unit shall be granted upon request, three (3) unrestricted days of personal leave per year without loss of salary to attend to personal matters.
- B. Personal leave days, if not used, shall accrue as sick leave or employees who have personal days that have not been used may choose to redeem those days at the rate of Fifty Dollars (\$50.00) per day (no partial days), payable in the last pay of that contract year. Employees shall submit any such request in writing to the Superintendent of Schools not later than August 1st.

4.013 Notification for Use of Personal Leave

Employees requesting personal leave must request such leave forty-eight (48) hours prior to the use of such leave, unless it involves an emergency that negates the time element in which case the nature of the emergency shall be specified. Such leave requests shall be submitted on a Request for Personal Leave Form - sample found in Appendix A.

4.014 Restrictions

- 1. Personal leave shall not be granted to extend a holiday or school recess.

2. Personal leave shall not be used for vocational, recreational purposes or for personal gain.
3. Personal leave will not be granted in the last week of the school year or the first week of the new school year or on a make-up calamity day unless for a family emergency or a family event that cannot be reasonably rescheduled.

4.02 Sick Leave

4.021 Entitlement to Sick Leave

Employees shall be entitled to utilization, accumulation, and transfer of sick leave in accordance with the provisions of Ohio Revised Code 3319.141.

4.022 Definition of "Family"

The employee's family shall include the employee's spouse, child, parent, parent-in-law, foster parent or guardian, sibling, grandparent, grandchild, brother-in-law, sister-in-law or individuals with whom the employee resides.

4.023 Advance of Sick Leave

- A. Upon written request to the Superintendent, the Superintendent shall advance sick leave credit, not to exceed five (5) days, to employees who have not yet earned such leave or who have exhausted their accumulated sick leave.
- B. If utilization of sick leave requires the employee to use the full amount of credit before the advanced sick leave credit has been earned, such employee may not be lawfully advanced additional sick leave credit. The five-day advance is to be deducted from the future accumulation of sick leave credit the employee earns on the basis of completed

months of service under provisions of Ohio Revised Code 3319.141.

- C. Should such employee terminate employment, the amount of advancement not yet earned shall be deducted from the final pay settlement.

4.024 Restrictions

Falsification of sick leave usage shall result in disciplinary action in accordance with Ohio Revised Code 3319.141.

4.025 Accumulation of Sick Leave

Unused sick leave shall accumulate to a maximum of 285 days for this Agreement.

4.03 Bereavement Leave

An employee shall be granted, upon request, up to three (3) days of bereavement leave without loss of pay to attend the funeral of the employee's family. This leave shall not be charged against sick leave.

4.04 Assault Protection

4.041 Philosophy

It is recognized by the Board that acts of physical assault upon an employee may occur. It is further recognized that the Board has a responsibility to protect the rights of an employee when such an incident occurs.

4.042 Assault Report Procedure

To insure that such employee rights are protected, it is necessary that proper procedure be followed when such instances arise. Therefore, the following procedure and practice shall be utilized:

- A. An employee who has been physically assaulted by a student or a member of the lay community shall give written notice of such action to the appropriate supervisor within two (2) workdays of said alleged incident or as soon as possible thereafter. Such notice shall be signed by said employee or his/her legal representative.
- B. Such written notice shall be forwarded to the Superintendent by said supervisor within two (2) school days of receipt. The Superintendent shall then attempt to resolve the complaint at the lowest possible level.
- C. All appropriate administrative personnel shall assist in providing information relevant to the incident.

4.043 Assault Leave Entitlement

- A. An employee who is absent due to a disability resulting from an unprovoked assault as a result of his/her professional duties shall be compensated at the regular rate of pay. The first fifteen (15) workdays of assault leave resulting from such injury will not be charged to sick leave, but the remainder thereafter shall be, unless the employee qualifies for disability through the STRS benefit plan.
 - 1. A physician's statement declaring that said employee is under his care for injury shall be presented within two (2) workdays, or as soon as possible thereafter, as written proof to the Superintendent that said employee is incapable of performing his/her contractual duties for the Board.
 - 2. Concurrent with the physician's statement, the employee shall submit to the Superintendent, on a form furnished by the Board, a signed statement

describing the facts to warrant assault leave.

3. A disability resulting from an assault shall terminate when said employee can return to his professional assignment held prior to the disability or the said employee becomes eligible and takes disability retirement provided under the provisions of the State Teachers Retirement System.

B. If court action results, said employee shall be granted leave of his professional duties and a qualified substitute provided with no loss of pay for days in court and as may be requested from his legal counsel, court officials, and law enforcement officers.

4.05 Court Leave

Leave for court appearance shall be defined as an absence that is precipitated by an employee being subpoenaed as a witness or selected as a juror. Such leave shall be without loss of pay or other leave.

4.06 Leave for Professional Meetings

4.061 Philosophy

All employees have a professional obligation to develop their leadership by participating in in-service growth activities. The Board encourages this growth by providing financial assistance for attendance at conventions, conferences, and workshops.

4.062 Entitlement to Leave for Professional Meetings

Requests, including an estimate of expenses to attend any convention, conference, or workshop, must be made in writing to the Superintendent at least ten (10) days prior to the trip. The meeting must be relevant to the employee's assignment in the Poland Schools.

4.063 Reimbursement

The employee must pay all expenses of a trip out of his personal funds. Immediately after the trip is completed, the employee shall file a report of expenses with the Superintendent. Invoices for registration fees, hotel bills, special banquet meals, and transportation charges on common carriers must be submitted. Reimbursement will be made following approval of the expense report at the next regular meeting of the Board.

- A. The Board will reimburse for actual cost of transportation by common carrier the amount annually determined by IRS for private automobile (when the meeting is out of the county), actual cost of registration, housing, special banquet meals, and a per diem rate not to exceed thirty-two dollars (\$32.00) for meals. The reimbursement may, at the discretion of the Board, be based on the least expensive mode of transportation. There shall be a \$400.00 limit on reimbursement per professional meeting. Field trips taken with a class for instructional purposes, approved by the management, shall not be deducted from the employee's professional leave usage.
- B. Each employee shall submit a brief written summary report of the professional meeting which he attends when he/she submits the form(s) for reimbursement. This summary report shall be submitted to the Superintendent. The Superintendent will distribute the report to the Board and to appropriate staff members.

4.064 Restrictions

The Superintendent may impose a maximum amount of reimbursement to an employee during a contract year in order to provide an opportunity for more employees to participate in the "Professional

Meetings" fund. The Superintendent may also limit the number of employees attending a professional meeting so that more employees can attend a variety of other professional meetings.

4.065 Professional Leave

Teachers on the Camp Fitch/Washington D.C. trip may apply for one (1) "professional leave day" or receive one fifty dollar (\$50.00) payment. Said day may not be taken on Friday or Monday or day before or after holidays or vacations and must be taken in that school year. Said request shall be marked "Professional Leave for _____ trip" or "Professional payment of \$50 for Camp Fitch/Washington, DC Trip."

4.066 Professional Inservice

Employees will receive professional inservice utilizing released school time. Professional inservice will not occur before or after school hours nor on planning time unless by mutual agreement.

4.07 Sabbatical Leave

4.071 Entitlement to Sabbatical Leave

Upon the recommendation of the Superintendent and approval by the Board, an employee who has completed eight (8) years of service in a Bargaining Unit position shall be entitled to a leave of absence with partial pay for up to one (1) school year subject to the following restrictions.

4.072 Restrictions

- A. The employee shall submit to the Superintendent for approval, not later than the first day of April prior to the school year for which the sabbatical leave is sought, a graduate plan for professional growth in a bargaining unit area of certification. At the conclusion of the leave, the employee shall

provide evidence that the plan was followed and completed satisfactorily. Said enrollment must be full-time in a fully accredited graduate program.

- B. The employee shall be required to return to the District at the conclusion of such leave for one (1) school year.
- C. Such leave shall not be approved unless there is available a satisfactory substitute; nor approved for more than three percent (3%) of the employees at any one time; nor approved for longer than one (1) school year; nor approved for any employee more often than once every eight (8) years of service; nor approved a second time to the same employee when other employees have filed a request for such leave.
- D. No employee for whom such leave has been approved shall receive a partial salary in excess of the difference between the substitute's pay and the employee's expected salary during the period of leave.
- E. No employee on sabbatical leave shall be employed full time outside the school system, a violation of which shall be just cause for termination. Full time shall be defined as 32 hours or more per week.

4.073 Failure to Return Upon Expiration of Leave

Failure of the employee to return to the District and complete one (1) school year of service immediately following the expiration of leave shall obligate the employee to reimburse to the Board, upon request, all compensation paid to the employee during the period of leave. Reimbursement of such compensation shall also be required if the employee fails to complete satisfactorily the graduate plan for professional growth for which the leave was granted. Reimbursement shall be deferred in the

event that an employee is granted another leave of absence or in the event that the employee is unable, due to medical disability, to fulfill his/her obligation to return. Upon completion of the plan, acceptance of employment with another employer shall also be cause for suspension of the employee's teaching certificate for one (1) year by the Ohio Board of Education pursuant to complaint and investigation procedures of R.C. 3319.15. The refund requirement will not apply in the case of death of the employee while on leave or after return to the District.

4.074 Written Agreement

Upon employment of a replacement for the person taking sabbatical, a written salary notice shall be sent within 30 days to the teacher taking said sabbatical, showing sabbatical wages per 4.072-D calculations procedures.

4.08 Medical Leave

4.081 Entitlement to Medical Leave

Any employee disabled for medical reasons may be granted one (1) year's leave of absence at the Board's discretion.

An employee on medical leave shall not be otherwise employed full time and shall not be enrolled as a full time student during the period of such leave. A violation of which can be just cause for disciplinary action including termination of contract.

4.082 Application

Application for medical leave shall be made in writing to the Superintendent not later than thirty (30) school days prior to the effective date for such leave. Such request shall state the reason and anticipated duration of the leave. A physician's statement may be required by the Superintendent.

4.083 Notice of Intent to Return

If the employee on medical leave of absence desires to return to duty with the Board following the termination of such leave, application for reinstatement must be made in writing to the Superintendent at least thirty (30) days before the expiration of such leave or as hereinafter specified. A physician's statement may be required by the Superintendent.

4.09 Parental Leave

4.091 Entitlement to Parental Leave

- A. Parental leave of absence shall be granted, upon request, to an employee who becomes pregnant or who becomes a parent by childbirth or adoption. Said leave shall be an unpaid leave of absence and shall be granted for a full school year or part of the school year as requested.
- B. Upon request of the employee, parental leave shall be extended for a period up to one (1) additional school year, provided the request is made in writing to the Superintendent on or before July 1 immediately preceding the school year for which the extension is requested and provided the applicant has not taken a one year medical leave for this pregnancy.
- C. An employee on parental leave shall not be otherwise employed and shall not be enrolled as a full-time student during the period of such leave, a violation of which can be just cause for immediate termination of employment. Full-time employment is defined as 32 hours or more per week.

4.092 Application for Parental Leave

Application for a parental leave shall be made in writing to the Superintendent not later than thirty (30) days prior to the effective date for such leave and such request shall state the anticipated duration of the leave.

4.093 Reinstatement

An employee who desires to be reassigned to duty following the expiration of such leave shall adhere to the following procedure:

A. Notification of Intent to Return to Duty

1. An employee whose leave of absence shall expire prior to the beginning of the Fall semester shall notify the Superintendent not later than March 1 if he/she intends to return to active duty at the beginning of the next school year.
2. An employee whose leave of absence shall expire prior to the beginning of the Spring semester shall notify the Superintendent not later than December 1 if he/she intends to return to active duty at the beginning of the Spring semester.
3. An employee whose leave of absence begins after March 1 and expires prior to the beginning of the Fall semester shall notify the Superintendent not later than July 1 if he/she intends to return to active duty at the beginning of the next school year.

B. Timeline for Reinstatement

Reinstatement of the employee to duty following a leave of absence shall be made

after the proper notification has been submitted and no later than the beginning of the next semester.

4.10 Reinstatement from Leaves of Absence

An employee returning from Assault Leave, Sabbatical Leave, Medical Leave, or Parental Leave shall be reassigned to the same position held prior to the leave taken or by mutual consent a comparable position held prior to leave. If the same or comparable position does not exist, then to an available position for which certified.

Any bargaining unit employee who requested an assignment to the position created by a leave shall be reassigned to the same position held prior to said leave upon the return of the employee on leave. The vacancy notice shall indicate the intent of this provision.

Any employee hired ultimately as a result of an employee taking a leave shall have their contract terminated or non-renewed upon the return of the employee on leave. The return of an employee on leave shall be just cause for the termination or non-renewal of a contract issued ultimately as a result of an employee taking a leave. Any employee whose contract is so terminated or non-renewed has the right to apply and be considered for any vacant position.

4.11 Family and Medical Leave Act

Bargaining unit members shall be entitled to a total of twelve (12) work weeks of leave during any twelve month period beginning July 1 through June 30 pursuant to the Federal and State regulations and statutes.



ARTICLE V. RIGHTS AND RESPONSIBILITIES

5.01 Changes in Staffing Requirements

5.011 Vacancies

A. Vacancy Defined

Unless a reduction in force is implemented by attrition due to resignations and/or retirements or by following the RIF procedure contained in the Agreement, a vacancy exists when an employee leaves the bargaining unit permanently in accordance with the following reasons:

1. An employee dies;
2. An employee's contract is terminated or non-renewed unless the contract was issued due to a leave of absence creating a vacancy.
3. An employee is reassigned.
4. An employee is transferred.
5. An employee is promoted.
6. An employee's leave of absence extends beyond one (1) semester.
7. A new position is created; or
8. An employee retires.
9. A vacancy shall not be declared until reassignments within a building have been completed.

When a vacancy occurs in a Bargaining Unit position during the school year, a substitute shall fill such vacancy until a determination is

made regarding whether the vacancy will be subject to a reduction in force in accordance with the RIF provision in the Agreement.

B. Vacancy Posting Notice

Within ten (10) days of the occurrence of a vacancy in a bargaining unit or non-bargaining unit position, all employees shall be notified via posting procedures of the specific position that is vacant, as well as the qualifications required and the salary (if the position is newly-created). Employees shall receive notice of vacancies during the summer months when school is not in session by calling the Board central office telephone number and accessing personnel announcements on voicemail.

C. Reassignment Requests

An employee requesting reassignment (i.e., applying for the vacancy) shall so notify the Superintendent in writing within ten (10) days of the posting date of vacancy. When an employee's application for reassignment is denied, the employee may request a conference with the Superintendent or his designee.

5.012 Assignment

A. Assignment Defined

The assignment of an employee shall include the subject area(s) and grade level(s), the number of preparation(s), the number of instructional periods (when applicable), and the building(s) to which the employee is assigned. No employee shall be given an assignment outside of his/her area(s) of certification.

B. Notice of Assignment

1. The Superintendent shall give a newly-appointed employee written notice of his/her assignment at the time of employment or as soon thereafter as practicable.
2. The Superintendent shall give a current bargaining unit member written notice of any change in his/her assignment. Except for unforeseen circumstances, such notice shall be given to tenured employees not later than the end of the school year immediately prior to the school year in which the change is to occur, and to non-tenured employees not later than the date of contract acceptance.
3. Prior to the first day of the school year, an employee shall receive written notice of any extra duties to be assumed by the employee during the school day. Such duties shall be identified.

C. Restrictions

1. The number of preparations required by the assignment of an employee in the junior and senior high schools shall not exceed three (3), unless mutually agreed to by the employee and building principal. Current scheduling practice shall remain in effect where exceptions occur.
2. When a teacher teaches an additional class in lieu of a duty or planning period, he/she shall be paid in accordance with Section 5.102 of this Agreement.

5.013 Transfers

A. Transfer Defined

A transfer shall be defined as an involuntary change of assignment.

B. Implementation of Transfer

1. Prior to the implementation of the transfer, the Superintendent or his designee shall hold a conference with the employee explaining the reason(s) for the transfer and shall lend assistance to the employee in making a smooth transition to the new assignment.
2. No employee shall be transferred in a manner that is arbitrary and capricious. The Superintendent may transfer employees pursuant to O.R.C. 3319.01. The final authority for assignment and transfer of employees shall rest with the administration.

5.014 Reduction in Force

A. General Procedures

1. The method of implementation of a reduction in force shall be in accordance with Ohio Revised Code 3319.17 as amended by HB66 to include any of the following reasons: suspension of schools, territorial changes affecting the district, decreased enrollment for the district, financial difficulties, changes in federal-state title grants, changes in SF200 auxilliary service staffing requests by the nonpublic schools, drop in special ed pupils and/or by nonreplacement of employees who resign, retire or take leaves of absence. The remaining sections in 5.014 apply only to RIF made

in accordance with 3319.172 other than through attrition or nonreplacement of staff. RIFs made other than through attrition or nonreplacement of staff shall be made on the basis of seniority in the area of certification to be rified. Preference within each certification area to be affected must be given first to employees with tenure, then to nontenured staff. Partial contract suspensions are permissible, requiring an employee to work part-time for pro-rate commensurate pay/fringes.

2. Not later than July 15 preceding the school year in which a reduction in force is expected to occur, the Superintendent shall provide written notice to the PEA President of the anticipated reduction in force. Said notice shall list the positions (subject area and grade level(s)) and the employees which the Superintendent expects will be affected by the anticipated reduction in force.
3. Ten (10) days prior to the August Board meeting at which the Board shall act to implement the reduction in force, the Board shall provide written notice to the PEA President of its intent to proceed with the implementation of the reduction in force through the suspension of contracts and shall present the documentation to justify the reduction in force.
4. Prior to Board action to implement a reduction in force, an employee whose contract is to be suspended as a result of said reduction in force shall be given written notice, by certified mail, that his/her contract for the ensuing school year shall be suspended. The notice

shall state the reason for such contract suspension.

B. Determination of Reduction in Force List

1. Certification and system-wide seniority shall be the reduction criteria of any reduction in force. Seniority shall be determined according to the Seniority Provision of this Agreement, the only exception being that employees with continuing contracts shall be granted greater seniority than employees with limited contracts in determining the order of contract suspension.
2. A formal statement list shall be prepared by the Superintendent indicating the specific positions (subject area and grade level(s)) to be abolished.
3. A reduction in force list shall be prepared by applying the following steps until all necessary reductions have been accomplished:
 - a. First, employees who will leave the District by reasons of retirement, resignation, an approved leave of absence, or non-renewal of contract for reasons other than those justifying a reduction in force.
 - b. Second, the least senior, employees from the position(s) to be abolished in keeping with the seniority list.

C. Reinstatement of Employees from the Reduction in Force List

1. All employees whose contracts are suspended as a result of a reduction in force shall be placed on a list stating years of continuous service to the

District and subject(s)
certified/licensed to teach.

2. An employee on the reduction in force list shall be offered reinstatement to position(s) for which certificated, as set forth on said reduction in force list, as positions become available and in keeping with the seniority provisions of the reduction in force list: inverse order; last suspended, first reinstated.
3. When a vacancy(s) occurs, the Board shall send a certified letter to all employees certified/licensed for the position to their last known address to advise them of such position. It is the employee's responsibility to keep the Board informed of his or her whereabouts. The employee shall, within fifteen (15) days from the postmark date of the letter, indicate availability and desire for such position. The Board shall reinstate that employee indicating availability and desire for such position who has the greatest seniority. If the employee fails to notify the Board within the specified period of time, or if the employee rejects the offered position, said employee shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the District. The position will then be made available to the next eligible employee on the reduction in force list.
4. Transfers or reassignments of employees employed but not affected by the reduction in force shall be limited to positions which would not affect the recall of an employee on the reduction in force list. If a position initially abolished is reinstated or if a

new position(s) is established, this position(s) will be staffed first from the reduction in force list. Transfers or reassignments may be made to a position affected by the reduction in force after the position(s) has been offered to all properly certificated/licensed employees on the reduction in force list.

5. No employees new to the District shall be employed until all properly certificated/licensed employees on the reduction in force list have been offered reinstatement to the position in accordance with the provisions of this Section.
6. Upon recall, all rights related to contract status, salary, and fringe benefits shall be fully restored; however, an employee must have been on active pay status for one hundred twenty (120) days or more in the same school year to be advanced on the salary schedule the ensuing year.

D. Additional Provisions

1. Employees on layoff status will be given preferential consideration as substitute employees in the areas for which they are certified/licensed as per state statute.
2. Employees on layoff status shall have the right to remain in all Board-provided insurance programs at their own expense for a period not to exceed federal COBRA law.
3. Employees on layoff status shall be provided with notice of every vacancy

for which they are or may become certified/licensed in accordance with the provisions of paragraph C-3 of this Section.

4. Employees on layoff status shall be granted the rights herein stated for a period not to exceed two (2) years beginning with the first school day of the school year in which the suspension will take effect.

5.02 Seniority List

The Board will send updated Seniority Lists to the PEA President each September.

5.03 Employee Contracts

5.031 Requirement for Written Contract

Every employee shall be employed under written contract in accordance with the provisions of Ohio Revised Code 3319.08.

5.032 Contract Acceptance

An employee shall return a signed copy of each employment contract within five (5) school days after the receipt of such contract(s). Unless an employee exercises his/her right to resign from an Bargaining Unit position in accordance with the provisions of Ohio Revised Code 3319.15, the failure of an employee to return a signed contract(s) within the specified five-day timeline shall be construed as the employee's acceptance of said contract(s).

5.033 Incorporation of Agreement

The terms and conditions of this Agreement shall be incorporated into each employee contract entered into between an employee and the Board.

5.04 Employee Evaluation Provision

5.041 Evaluation Philosophy

The prime function and responsibility of an educational system is to develop the potentialities and capabilities of its young people to help them become responsible and effective citizens. Therefore, the purpose of evaluation in the Poland School System is to be a positive tool used to improve the performance of those being evaluated, and thereby raise the quality of educational services which the school system can provide.

5.042 Purpose

- A. To assess an employee's work performance.
- B. To help the employee to achieve greater effectiveness in performance of the work assignment.
- C. To constitute the basis for personnel decisions including promotions, reassignments, continuing contract status, limited contract renewal, or contract non-renewal or termination.
- D. To enhance evaluator-evaluated working relationship.
- E. To provide a cumulative record of performance effectiveness.
- F. To determine dimensions of deficiency if performance falls below a satisfactory level and positive levels of successful performance and to offer assistance in correcting deficiencies.

5.043 Procedures for Teacher Evaluation

This procedure supersedes ORC 3319.111 evaluation procedures.

5.0431 Schedule

All teachers under contract to the Poland Schools shall be evaluated at least once per school year, not later than April 30. At least two classroom observations (not less than 30 minutes each) shall make up one evaluation - except for tenured teachers where one (1) observation will be the basis for one (1) evaluation.

Written evaluations must be received by the teacher not later than ten (10) days after completion and a conference shall likewise be held within the ten working days after completion of said evaluation. All evaluations will be in writing and only on approved forms.

All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

No misleading, inaccurate, or undocumented information may become part of an employee's performance evaluation report.

5.0432 Evaluator

Evaluation of an employee shall be conducted by his/her principal or assistant principal. The Superintendent may have the right to observe and evaluate. This does not prevent the principal or assistant principal from being the primary evaluator.

5.0433 Deficiencies

The supervisor involved in the particular area of the employee's work shall assist the employee in correcting deficiencies. The evaluator shall submit a written plan for

correcting the deficiencies which shall include ways in which the supervisor shall assist the employee to correct the deficiencies. The plan shall include a reasonable time between observations to allow time for improvement in the areas of performance deficiency.

Other deficiencies regarding the employee's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the employee within three (3) work days after the deficient performance occurs but not later than the date of the employee's receipt of the next evaluation report. The evaluator must include said deficiency in any plan for correction of deficiencies and shall include a reasonable time period for correction.

5.0434 Personnel Action Requirements

If the evaluator or the Superintendent decides to recommend contract non-renewal, contract termination, denial of continuing contract, or any other adverse personnel action, the employee shall be given the reasons in writing at least seven (7) days prior to any official employer action.

An employee shall be entitled to Union representation at any conference held during this procedure in which the employee will be advised of an impending adverse personnel action.

5.0435 Completion of Evaluation Process

The performance evaluation of an employee shall be based upon the observations of the employee's performance and shall acknowledge the performance strengths of the employee evaluated as well as

performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the employee to verify notification to the employee that the evaluation will be placed on file, but the employee's signature should not be construed as evidence that the employee agrees with the contents of the evaluation report. The final evaluation report shall be completed by May 10, signed by both parties, and sent to the Superintendent.

The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file. A copy signed by both parties shall be retained by the employee.

5.0436 Evaluation re: Plans and Goals

Once a teacher has written his/her "Development Plans and Goals" that he/she would like to attain during the year, if these are not fully attained by the end of the year, this would not reflect adversely on the evaluation of the teacher for the following school year, i.e., "plans" in this section of the evaluation form are not held against an employee; it is performance that is evaluated against the job description/evaluation instruments found in Appendix H, I, and J.

5.044 Substitute Teachers

This policy and RC 3319.111 does not apply to a substitute who works less than 120 days during a school year.

5.045 Notice Requirements

- A. When providing the teacher with notice of nonrenewal, the Board or the Superintendent shall deliver such notice by either:
 - 1. Personal service upon the teacher, or
 - 2. Certified mail, return receipt requested - such a notice shall be addressed to the teacher at both his place of employment and a copy to his place of residence.
- B. When providing the Board with any notice required, the teacher shall deliver such notice by either:
 - 1. Personal delivery to the office of the Superintendent during regular business hours, or
 - 2. Certified mail, return receipt requested.
 - a. Such notice shall be addressed to the office of the Superintendent.
 - b. A copy of such notice shall be addressed to the President of the Board at his place of residence.
- C. When any notice and copy of the notice are mailed as indicated above, the notice or copy with the earlier date of receipt shall constitute the notice required.

5.046 Employment Options

- A. Teachers on limited contract and not eligible for continuing contract are deemed re-employed unless evaluation procedures complied with, and the Board acting on Superintendent's written recommendation that the teacher not be re-employed, gives nonrenewal notice by April 30.

1. If Board fails to evaluate or to give notice by April 30, teachers are presumed to have accepted employment unless he notifies Board to contrary by June 1.
 2. If Superintendent recommends re-employment and Board wishes to nonrenew, it may do so by a majority vote of those present.
- B. Teachers employed on limited contract eligible for continuing contract status:
1. If Superintendent recommends re-employment, continuing contract will result unless majority of Board present rejects or fails to act.
 2. If Board fails to evaluate or fails to give notice by April 30th, the teacher will receive a continuing contract.
- C. Teachers on limited contract status, eligible for but not granted tenure are eligible for an extended one year contract only upon recommendation by the Superintendent and approval by the Board. Said contract shall be accompanied by specific areas where professional improvement is needed.
- D. Failure of the Superintendent to make a recommendation regarding the teacher's contract, or failure of the Board to provide the teacher with written notice of nonrenewal will not prevent teacher from being deemed re-employed. ORC 3319.11(F)

5.047 Hearing

- A. A nonrenewed teacher may demand a hearing before the Board.

1. Such demand shall be written, and filed with the Treasurer within 5 days of the date on which he received the Board's letter of nonrenewal.
- B. The Treasurer shall, within 10 days of receipt of the teacher's demand, provide to the teacher a written notice setting forth the time, date, and place of the hearing.
- C. The hearing shall be scheduled and concluded within 40 days of the date on which the demand for the hearing was received by the Treasurer.
- D. The hearing must be conducted by a majority of the Board.
- E. The hearing shall be held in executive session unless the Board and the teacher agree to hold the hearing in public.
- F. Only the following persons may be present at the hearing:
 1. Superintendent
 2. Assistant Superintendent or Administrative Assistant
 3. Teacher
 4. Board counsel or designee
 5. Teacher counsel or designee
 6. Any person designated by either party to take a record of the hearing
 7. Association representative
 8. Building Principal and/or Assistant Principal

9. Witnesses as called.

G. A record of the hearing may be taken by either party at the expense of the party taking the record.

H. The Board shall issue to the teacher a written decision within 10 days of the conclusion of the hearing.

5.05 Due Process

Any violation of either procedural or substantive due process shall automatically require re-employment of the employee under a continuing contract, if eligible, or an appropriate limited contract if the employee is not eligible for a continuing contract. Due Process shall be defined as the procedural steps indicated pursuant to the terms of Agreement or the ORC where applicable.

5.06 Just Cause

No employee shall be adversely evaluated, disciplined, nonrenewed, or reduced in rank or compensation without just cause.

5.07 Fair Dismissal

5.071 Termination of Limited or Continuing Contract

The termination of an employee's contract shall comply with the provisions of Ohio Revised Code 3319.16. Prior to the implementation of termination proceedings, the employee whose contract is being considered for termination shall be provided written notice of the reason(s) for such termination at least ten (10) days prior to the Board's action to implement termination proceedings.

5.072 Hearing Prior to Board Action

Any employee who requests a Board hearing prior to the Board's action to implement termination

proceedings shall be granted a private hearing before the Board, unless a public hearing is requested in accordance with Ohio Revised Code 121.22.

5.08 School Day

5.081 School Day Defined

The normal school day shall not exceed seven and one-half (7 1/2) consecutive hours.

5.082 Lunch Period

The school day shall include a daily, minimum thirty (30) minute, duty-free, uninterrupted lunch period. An employee's daily lunch period shall be the employee's discretionary time. An employee may leave the building during such discretionary time or during the planning period to conduct school-related business upon notification of the employee's supervisor or designee.

5.083 Planning Time

A school week shall include minimum planning time as follows:

A. For employees assigned to Grades 9-12:

Five (5) instructional periods for planning

B. For employees assigned to Grades 5-8:

Five (5) instructional periods for planning

C. For employees assigned to Grades K-4:

Three hundred (300) minutes per week in blocks of not less than sixty (60) minutes for planning.

5.09 School Year

5.091 School Year Defined

The school year shall consist of one hundred eighty-four (184) days.

A. One hundred eighty (180) days shall be designated as instruction days.

B. Four (4) days shall be designated as professional days during which students are not in session. One (1) of the four (4) days shall be NEOEA Day. Effective with 2007-08, NEOEA Day will be listed on the school calendar as a paid inservice day, but teachers will not be required to work that day. In lieu of NEOEA Day, teachers will be required to attend six (6) hours of district held inservice and/or teacher's meetings beyond the regular school day for that school year as scheduled by the district. These meetings do not include IEP meetings and committee meetings of which are voluntary. Two weeks notice for meetings.

C. Calamity Day Wages

If it is necessary for the district to make up calamity days in excess of the State mandated maximum allowable, then contractual members of the bargaining unit shall be paid only their contractual amount as due per the contract for that school year, i.e., such make-up days do not warrant any additional pay as there is a specified contractual amount to be rendered for a specified number of days per contract.

D. Elementary teachers in grades K-6 shall be granted two (2) hours, uninterrupted by scheduled meetings, for room preparation during each of the two fall inservice days prior to the start of the school year.

5.10 Class Size

In an effort to strive for continued excellence in the Poland Schools, the Board shall attain the following workload limits:

5.101 Minimum Standards

The district shall maintain a districtwide ratio of teachers to students of at least one full-time equivalent classroom teacher for each twenty-five students. Said ratio shall be calculated in accordance with ORC 3317.02 and 023 to determine class size ratios.

5.102 Class Load

Employees at the high school shall be assigned to five (5) instructional periods per day, plus one (1) duty period per day and one (1) planning period per day. Employees at the middle school shall be assigned to six (6) instructional periods per day plus one (1) duty period per day and one (1) planning period per day.

If a teacher teaches an additional class period in lieu of a duty period or a planning period, said teacher shall be paid 1/7 of current BA base if at PSHS or 1/8 of current base if at PMS.

5.103 Balance

The Board shall make an effort to maintain a reasonable balance of class size within all sections of a given course in grades 5-12.

5.104 Class Size, Special Education Classes

Special education class size shall meet state mandates.

5.105 Facilities

Class size shall not exceed the number of desks necessary for each student.

5.11 Immunizations

5.111 Tuberculosis Tests

Ohio Revised code requires all employees to have a tuberculosis examination on file within ninety (90) days of initial employment, such examination to be paid for by the Board.

5.112 Other Immunizations

The Board shall pay \$200.00 toward any other immunizations it requires of its contractual certified/licensed employees in the course of their employment in this district, as determined by the management, provided said immunizations are not covered by the district's insurances and provided the employee presents a written receipt indicating payment was made for up to \$200.00, or in excess thereof, written thirty (30) days after being required to obtain said immunization(s).

5.12 Assistance with Clerical Duties

The Board shall strive to provide computer instruction to staff in an attempt to assist employees with clerical responsibilities.

5.13 Personnel File

5.131 Personnel File Inspection and Rebuttal Material

All employees will be accorded the right to examine their personnel files and to make additions of pertinent rebuttal material in accordance with Section 1347 of the ORC. There shall be no more than one (1) official personnel file maintained for each employee and such file shall be maintained in the Personnel Office.

5.132 Restrictions

The right to review letters of recommendation is excluded from the above provisions. No item from

any anonymous source may be placed in the personnel file.

5.133 Expunging Material from File

All letters of commendation/discipline shall be expunged at the fifth anniversary of placement in the file, provided there has been no further recurrence of the same nature in the prior years as determined from the date of the first letter. All other items of record such as sick leave records, applications of employment including references, resumes, copy of latest contract properly signed, copy of latest salary notice, health record, Ohio teaching certificate(s), transcripts, records of military service, and evaluations shall be maintained.

5.134 Complaints

- a. If someone other than Board personnel has a complaint about an employee, he/she will be encouraged to discuss it first with the employee and the employee's immediate supervisor prior to reporting the complaint in writing.
- b. Any discipline of an employee or placement of documents in the employee's personnel file on the basis of a complaint by someone other than Board personnel may occur only after the matter is reported in writing to the employee and the employee has had the opportunity to confer about the matter with his/her immediate supervisor. If the employee disputes the factual accuracy of the complaint, the complaint may not be placed in the employee's personnel file nor may other action result from the complaint until the employee has had the opportunity to confront the complainant in the presence of the immediate supervisor of the employee. The employee shall be entitled to have PEA representation at the conference with the immediate supervisor and the complainant. If, after such conference, it is

determined that discipline will be imposed and/or that the complaint will be placed in the personnel file of the employee, then the employee has the right to present a written rebuttal statement to be attached to said complaint. This procedure regarding complaints does not replace, nor deny to the employee or the Board, applicability of other provisions of this Agreement.

5.14 LPDC/Local Professional Development Committee

The Poland Schools LPDC committee will function in accordance with state law and as per the by-laws duly negotiated in 1998 by the PEA/Board and on file with both parties. Any change in said by-laws of this committee shall require ratification of both parties: PEA/Board.

The LPDC Committee shall be comprised of the following:

- 1 principal or assistant principal selected by the Principals
- 1 person selected by the Superintendent
- 1 elementary teacher K-4 selected by PEA
- 1 elementary school teacher grades 5-8 selected by PEA
- 1 high school teacher grades 9-12 selected by PEA

Remuneration for the LPDC committee members shall be \$500 per contract year, except for the secretary who shall receive \$700 per contract year.

5.15 Mentor Teacher

Each teacher hired new to the Poland School System, who is new to education, will have a mentor appointed for him/her by the Superintendent. The mentor will be a teacher of no less than three years experience. The teacher appointed will have the option to serve as a mentor. The mentor will work with the novice teacher, the staff of the county office, and other appropriate officials in assisting the novice teacher in his/her initial year of employment. The mentor will serve as a resource person for the novice teacher. The mentor will be given compensation according to county services of not less than \$500 through the county. In case the county schedule is less than \$500, the amount

shall be made up or paid in full by the Poland School District. The mentor must meet the mentor qualifications of the county.

5.151 The assigned mentor shall collaborate with the building principal and other staff members, as appropriate, to assist the novice teacher in the successful completion of his/her responsibilities. The mentor shall not be involved in the formal teacher evaluation process.

5.152 The responsibilities of the mentor shall include, but not be limited to, the following:

1. Participation in mentorship training.
2. Accessibility to the novice teacher on a daily basis with occasional classroom observation, and consultations with the novice teacher above and beyond the school day.
3. Keeping a log of all classroom visits and consultations, submitting the same to the Superintendent upon request and at the conclusion of the school year for supplemental salary justification.

5.153 The lead mentor will coordinate the activities of the mentors under the guidance and direction of the county (MCESC) and the Poland District office.

5.16 Smoke Free Environment

All Poland School facilities and vehicles are designated smoke free. Therefore, there will be no smoking in school facilities or in school vehicles.

5.17 OHSA Safety Training

Such safety training is required for the safety of the individual certified employee as well as for the safety of those students under his/her charge. All certified personnel new to the Poland Schools will be required to undergo

OHSA safety training prior to assuming duties with students by attendance on school time at inservice as scheduled. Each year thereafter, all certified personnel will have the option to attend the scheduled OHSA inservice training on school time or fulfill this requirement via on line. Passage of the OHSA safety test/s is required. All required OHSA safety training each year shall be completed not later than November 30th. Failure to do so shall result in disciplinary action including the withholding of paychecks until the safety training and passage of test/s has been successfully completed.

5.18 Duplicating Equipment

Members of the employee bargaining unit shall submit to the designate duplicator equipment their copying needs for school-related business only. The building principal may set copy allocations per employee when misuse is evident or volume is excessive.

ARTICLE VI. SALARY AND FRINGE BENEFITS

6.01 Salary Schedule Guidelines

6.011 Employee Compensation

Employees will be remunerated in accordance with the adopted salary schedule in Section 6.02 of this Agreement.

6.012 Service Credit

Employees new to the District for the 1983-84 school year and thereafter shall be granted not less than five (5) years of service credit for military service and/or previously earned teaching experience. For the purposes of this provision, a year of service shall be defined as one hundred twenty (120) or more days of service in the same school year.

6.013 Horizontal Advancement

The employees' salary schedule shall be based upon semester hours of Superintendent-approved graduate level courses, in addition to those required for the Bachelor's Degree. This regulation shall apply to those employees newly employed for school years including and subsequent to the school year 1969-70. The LPDC has no role in approving graduate courses for reimbursement and/or horizontal movement on salary schedules.

6.014 Pay Schedule

- A. Pay days will be every other Friday, effective date to be determined. The twenty-six (26) paydates will be determined by the Treasurer for each contract year and shall commence with the first day of the new contract year so that in adjustment years the adjustment falls in August.
- B. Every employee shall be paid in twenty-six (26) equal and consecutive pays.
- C. The Board will include supplemental contracts in the calculation of the per diem rate for severance and any other such purpose where the daily rate calculation is needed. Employees shall have the option of electronic direct deposit of paychecks beginning with the first pay of the 2007-08 school year, and direct deposit shall be mandatory for all new employees hired after 9/1/07.

6.02 Employee Salary Schedule

The present salary schedules shall continue in force until renegotiated otherwise.

- 6.021 This agreement stipulates and reaffirms that teachers move to step 20 on the local salary schedule effective with the 1989-90 contract year when they have 20 years experience total and not

restricted to 20 years in the local school district (no grandfathered exceptions for prior contractees for prior years).

6.022 Salary schedule in effect shall be as follows until otherwise negotiated:

During said contract years 2011-2012 and 2012-13, there shall be no salary increase which means no change in the current BA base of \$34,005, and no person shall move vertically and/or horizontally on the steps of the salary schedule.

The two years of the new agreement 2011-13 on the salary schedule will not count as years of service in any future salary schedule/s but will count as years of service for RIF purposes.

The Board shall continue the pickup of 0.7% of the additional STRS contribution for the duration of this agreement 9/1/11 to 8/31/13.

6.023 National Board Certified

Teachers who submit written proof of valid current National Board Certification to the district superintendent prior to September 1st of a contract year shall receive 1% of the BA base that year as compensation for said certification.

**POLAND SCHOOLS SALARY SCHEDULE
2011-2012**

STEP	ND	BA	10	20	30	MA	10	20	30	Doctorate
0	27204 0.80	34005 1.00	35025 1.03	36045 1.06	37065 1.09	38086 1.12	39106 1.15	40126 1.18	41146 1.21	42166 1.24
1	28904 0.85	35705 1.05	36725 1.08	37746 1.11	38766 1.14	39786 1.17	40806 1.20	41826 1.23	42846 1.26	43866 1.29
2	30605 0.90	37406 1.10	38426 1.13	39446 1.16	40466 1.19	41486 1.22	42506 1.25	43526 1.28	44547 1.31	45567 1.34
3	32305 0.95	39106 1.15	40126 1.18	41146 1.21	42336 1.245	43526 1.28	44547 1.31	45567 1.34	46587 1.37	47607 1.40
4	34005 1.00	40806 1.20	41826 1.23	42846 1.26	44207 1.30	45567 1.34	46587 1.37	47607 1.40	48627 1.43	49647 1.46
5	35705 1.05	42506 1.25	43526 1.28	44547 1.31	46077 1.355	47607 1.40	48627 1.43	49647 1.46	50667 1.49	51688 1.52
6	37406 1.10	44207 1.30	45227 1.33	46247 1.36	47947 1.41	49647 1.46	50667 1.49	51688 1.52	52708 1.55	53728 1.58
7	39106 1.15	45907 1.35	46927 1.38	47947 1.41	49817 1.465	51688 1.52	52708 1.55	53728 1.58	54748 1.61	55768 1.64
8	40806 1.20	47607 1.40	48627 1.43	49647 1.46	51688 1.52	53728 1.58	54748 1.61	55768 1.64	56788 1.67	57809 1.70
9		49307 1.45	50327 1.48	51348 1.51	53558 1.575	55768 1.64	56788 1.67	57809 1.70	58829 1.73	59849 1.76
10		51008 1.50	52028 1.53	53048 1.56	55428 1.63	57809 1.70	58829 1.73	59849 1.76	60869 1.79	61889 1.82
11		52708 1.55	53728 1.58	54748 1.61	57298 1.685	59849 1.76	60869 1.79	61889 1.82	62909 1.85	63929 1.88
12		54408 1.60	55428 1.63	56448 1.66	59169 1.74	61889 1.82	62909 1.85	63929 1.88	64950 1.91	65970 1.94
13		56788 1.67	57809 1.70	58829 1.73	61719 1.815	64610 1.90	65630 1.93	66650 1.96	67670 1.99	68690 2.02
17		58149 1.71	59169 1.74	60189 1.77	63079 1.855	65970 1.94	66990 1.97	68010 2.00	69030 2.03	70050 2.06
20		59509 1.75	60529 1.78	61549 1.81	64439 1.895	67330 1.98	69030 2.03	70730 2.08	72431 2.13	74471 2.19
27					67670 1.99	68690 2.02	70390 2.07	72091 2.12	73791 2.17	75831 2.23

**POLAND SCHOOLS SALARY SCHEDULE
2012-2013**

STEP	ND	BA	10	20	30	MA	10	20	30	Doctorate
0	27204 0.80	34005 1.00	35025 1.03	36045 1.06	37065 1.09	38086 1.12	39106 1.15	40126 1.18	41146 1.21	42166 1.24
1	28904 0.85	35705 1.05	36725 1.08	37746 1.11	38766 1.14	39786 1.17	40806 1.20	41826 1.23	42846 1.26	43866 1.29
2	30605 0.90	37406 1.10	38426 1.13	39446 1.16	40466 1.19	41486 1.22	42506 1.25	43526 1.28	44547 1.31	45567 1.34
3	32305 0.95	39106 1.15	40126 1.18	41146 1.21	42336 1.245	43526 1.28	44547 1.31	45567 1.34	46587 1.37	47607 1.40
4	34005 1.00	40806 1.20	41826 1.23	42846 1.26	44207 1.30	45567 1.34	46587 1.37	47607 1.40	48627 1.43	49647 1.46
5	35705 1.05	42506 1.25	43526 1.28	44547 1.31	46077 1.355	47607 1.40	48627 1.43	49647 1.46	50667 1.49	51688 1.52
6	37406 1.10	44207 1.30	45227 1.33	46247 1.36	47947 1.41	49647 1.46	50667 1.49	51688 1.52	52708 1.55	53728 1.58
7	39106 1.15	45907 1.35	46927 1.38	47947 1.41	49817 1.465	51688 1.52	52708 1.55	53728 1.58	54748 1.61	55768 1.64
8	40806 1.20	47607 1.40	48627 1.43	49647 1.46	51688 1.52	53728 1.58	54748 1.61	55768 1.64	56788 1.67	57809 1.70
9		49307 1.45	50327 1.48	51348 1.51	53558 1.575	55768 1.64	56788 1.67	57809 1.70	58829 1.73	59849 1.76
10		51008 1.50	52028 1.53	53048 1.56	55428 1.63	57809 1.70	58829 1.73	59849 1.76	60869 1.79	61889 1.82
11		52708 1.55	53728 1.58	54748 1.61	57298 1.685	59849 1.76	60869 1.79	61889 1.82	62908 1.85	63929 1.88
12		54408 1.60	55428 1.63	56448 1.66	59169 1.74	61889 1.82	62909 1.85	63929 1.88	64950 1.91	65970 1.94
13		56788 1.67	57809 1.70	58829 1.73	61719 1.815	64610 1.90	65630 1.93	66650 1.96	67670 1.99	68690 2.02
17		58149 1.71	59169 1.74	60189 1.77	63079 1.855	65970 1.94	66990 1.97	68010 2.00	69030 2.03	70050 2.06
20		59509 1.75	60529 1.78	61549 1.81	64439 1.895	67330 1.98	69030 2.03	70730 2.08	72431 2.13	74471 2.19
27					67670 1.99	68690 2.02	70390 2.07	72091 2.12	73791 2.17	75831 2.23

6.03 Payment for Graduate Credits and Criteria for Payment

Reimbursement for graduate credits, meeting the criteria in item 6.03, will for 2011-13 continue as this is not salary. Said credits taken during this contract will not be applicable for any vertical/horizontal movement in the future, but will be applicable toward meeting state licensure/tenure requirements.

The Board shall remunerate an employee as a one time payment, ninety-five dollars (\$95.00) for each semester hour or sixty-four dollars (\$64.00) for each quarter hour of graduate college credit taken per the criteria in 6.03c below.

Courses shall be in the field of an accredited graduate program in elementary/secondary education including those in school guidance, reading, and school administration. Such remuneration may be claimed by presentation of official transcript from September through June with course work taken as of September 1, 2004 (not prior to).

- A. No monies shall be paid in excess of ninety (90) semester hours beyond the Master's degree, or receipt of the PhD, whichever occurs first; i.e., no monies after MA +90 or PhD whichever occurs first.
- B. As is established policy, employees may be placed on a new horizontal index step only if new credits are on record (i.e., official transcript on file in the district superintendent's office) before the first pay day in the new school year's contract. The Superintendent may waive this requirement if there is a problem, not of the employee's doing, with receipt of official transcript, as long as other documentation of credits earned is provided. Official transcripts are required nevertheless.
- C. The employee's salary schedule for horizontal movement shall be based on the accredited graduate level courses taken post degree, i.e. after BA (example: BA +10) and after MA (example: MA +10) in the field of elementary/secondary education that meet the following criteria:
 - 1. Must be graduate level in the field of elementary/secondary education, including those

8	HIGH SCHOOL NEWSPAPER ADVISOR (2 advisors, 4% each)
6	JR. CLASS ADVISOR
6	MIDDLE SCHOOL BAND DIRECTOR
6	ELEMENTARY VOCAL MUSIC
6	ELEMENTARY INSTRUMENTAL MUSIC
6	MIDDLE SCHOOL GIRLS VOLLEYBALL
5	BASKETBALL SCOUTING STATICIAN
5	MIDDLE SCHOOL CHEERLEADER ADVISOR
5	PSHS COMPUTER CLUB
5	PMS COMPUTER CLUB
5	SCIENCE AND APPLIED HIGH TECH CLUB
5	AFS
5	NHS
5	MIDDLE SCHOOL YEARBOOK
5	FINE ARTS CHAIR
5	APPLIED ARTS CHAIR
5	STUDENT COUNCIL
4	NINTH GRADE CHEERLEADER ADVISOR
4	ART CLUB
4	MIDDLE SCHOOL STUDENT COUNCIL
4	LATIN CLUB
4	FRENCH CLUB
4	FRESHMAN CLASS ADVISOR
4	SOPHOMORE CLASS ADVISOR
4	FOREIGN LANGUAGE CHAIR
4	SPANISH CLUB
4	ACADEMIC CHALLENGE COACH
4	FHA CLUB ADVISOR
4	PSHS LITERARY MAGAZINE
3.5 or 2.5*	LEAD MENTOR
5	PMS LEADERSHIP
2	ENGLISH FESTIVAL PMS
2	ENGLISH FESTIVAL PSHS
2	MATH COUNTS PMS
5	LEADERSHIP HIGH SCHOOL
2	THEATRE STAGE CONST.
2/2	MAJORETTE/FLAG LINE ADVISOR

6.04 Extended Time

6.041 Pay Rate

Additional instructional days worked beyond the school year shall be reimbursed at a minimum rate equivalent to the employee's per diem rate during the school year the days are worked.

6.042 Extended Work Year

Employees assigned to the positions listed below shall be employed for a work year extended by the number of workdays shown, provided there are no reductions in categorical state aid or drops in enrollment that warrant state recommended cuts in extended time:

- A. High School Librarian – ten (10) workdays;
- B. Middle School Librarian - ten (10) workdays;
- C. OWE and OWA – fifteen (15) workdays;
- D. Vocational Home Economics (High School) -- fifteen (15) workdays;
- E. Vocational Home Economics (Middle School) -- five (5) workdays;
- F. High School Guidance Counselor -- ten (10) workdays;
- G. Middle School Guidance Counselor -- ten (10) workdays.
- H. Athletic Director – twenty (20) workdays.

6.043 Length of Work Year Guarantee

The work year of any employee shall not be reduced unless bargained.

6.05 Supplemental Positions

The following supplemental positions shall be compensated in accordance with the designated percentages which shall be applied to the Bachelor's minimum base salary to determine the appropriate salary for each such position.

6.051 Supplemental Schedule

NEW
INDEX

27	HEAD VARSITY BOYS FOOTBALL
27	HEAD VARSITY BOYS BASKETBALL
27	HEAD VARSITY GIRLS BASKETBALL
24	BAND DIRECTOR
17.1	SENIOR AND JUNIOR HIGH VOCAL MUSIC
17	HEAD VARSITY BOYS BASEBALL
17	HEAD VARSITY BOYS TRACK
17	HEAD VARSITY GIRLS SOFTBALL
17	HEAD VARSITY GIRLS TRACK
17	SPEECH & DEBATE
17	SENIOR HIGH MARCHING BAND ASSISTANT
15.5	HEAD ASSISTANT BOYS FOOTBALL
15.5	J.V. BOYS BASKETBALL
15.5	J.V. GIRLS BASKETBALL
14	ASSISTANT VARSITY BOYS FOOTBALL
14	ASSISTANT VARSITY BOYS FOOTBALL
14	ASSISTANT VARSITY BOYS FOOTBALL
13.5	PIONEER
12	ASSISTANT VARSITY BOYS BASEBALL
12	J.V. BOYS BASEBALL
12	ASSISTANT VARSITY GIRLS SOFTBALL
12	ASSISTANT VARSITY BOYS TRACK
12	ASSISTANT VARSITY GIRLS TRACK
12	HEAD VARSITY GIRLS VOLLEYBALL

in school guidance, reading, and school administration.

2. Must be from an accredited institution in one of the six regional accrediting organizations recognized by the US Office of Education: North Central Assoc. of Colleges and Schools, the New England Assoc. of Colleges and Schools, the Northwest Assoc. of Colleges and Schools, the Southern Assoc. of Colleges and Schools, and Middle States Assoc. of Colleges and Schools and Western Assoc. of Colleges and Schools.
3. Must be sufficiently vigorous academically: correspondence or trips are not acceptable.
4. Must be successfully completed with a grade of C or better or Pass if on Pass/Fail scale or satisfactory if on Satisfactory/Unsatisfactory scale.
5. Must have official transcript of said course(s) on file with Superintendent's secretary not later than September 30th following completion of academic credit.
6. Must have paid tuition if reimbursement sought, i.e., stipends or scholarship or tuition-waivered courses are not eligible for tuition reimbursement purposes.
7. Must not be on a sabbatical at the time applying for reimbursement and/or horizontal movement. Horizontal movement only will be granted, if guidelines are met, upon return from sabbatical.
8. No monies shall be paid in excess of ninety (90) semester hours beyond the Master's degree for reimbursement purposes.
9. Horizontal movement shall be based on the graduate level courses in elem/sec taken post degree meeting the foregoing criteria, i.e., after BA (example BA + 10 and after MA + 10).

12	HIGH SCHOOL DRAMATICS
12	NINTH GRADE BOYS BASKETBALL
12	J.V. GIRLS SOFTBALL
12	NINTH GRADE GIRLS BASKETBALL
11	HEAD NINTH GRADE BOYS FOOTBALL
11	HEAD EIGHTH GRADE BOYS FOOTBALL
11	HEAD EIGHTH GRADE BOYS BASKETBALL
11	HEAD SEVENTH GRADE BOYS BASKETBALL
11	HEAD EIGHTH GRADE GIRLS BASKETBALL
11	BOYS GOLF
11	GIRLS GOLF
11	BOYS TENNIS
11	GIRLS TENNIS
11	HEAD MIDDLE SCHOOL TRACK COACH BOYS/GIRLS
11	CROSS COUNTRY (2)
11	VARSITY SOCCER
11	SPEECH AND DEBATE ASSISTANT
11	GIRLS VARSITY SOCCER COACH
11	SEVENTH GRADE GIRLS BASKETBALL
11	SWIM TEAM (as of 2001-02)
10	PEP BAND
9	ASSISTANT 9TH GRADE BOYS FOOTBALL
9	ASSISTANT 8TH GRADE BOYS FOOTBALL
9	HIGH SCHOOL CHEERLEADER COACH
9	ASSISTANT GIRLS VOLLEYBALL
9	SENIOR CLASS
9	ENGLISH DEPT. CHAIR
9	MATH DEPT. CHAIR
9	SCIENCE DEPT. CHAIR
9	SOCIAL STUDIES CHAIR
9	ASSISTANT MIDDLE SCHOOL BOYS TRACK
9	ASSISTANT MIDDLE SCHOOL GIRLS TRACK
9	NINTH GRADE BOYS BASEBALL
9	JV BOYS SOCCER
9	JV GIRLS SOCCER
9	ASSISTANT SWIM COACH
8	PHYSICAL FITNESS

6.051 A. Supplementals: Supplemental contracts shall be administered pursuant to the following:

1. Evaluations have been completed.
2. Due process (pursuant to Sec. 5.05)
3. Compliance with Board policy on complaint procedures.
4. If above steps have been adhered to then Sections 3319.08, 3319.11 and 3319.111 of Ohio Revised Code shall apply to supplemental contract administration.

* Lead Mentor will be 2.5% or 3.5% per contract year based on the following criteria effective 2004-2005 school year:

- a. 2.5% if only new-to-the-district teachers.
- b. 3.5% if entry year teachers or combination of new/entry.
- c. No wages will be paid for services not rendered; there will be no lead mentor when there are no new/entry year teachers in the district.

6.06 Severance Pay

6.061 Entitlement to Severance Pay

Employees retiring under Section 3307.28/3307.43 of the Ohio Revised Code shall be granted a lump sum payment for a portion of the value of their accrued but unused sick leave. Such payment shall be made only once to any employee, and payment shall be considered to eliminate all sick leave credit accrued by the employee. Payment is to be made according to the benefit formula contained in this section and shall be made within twenty (20) days of the date of retirement.

6.062 Eligibility Criteria

The specific eligibility criteria are:

- A. The employee must retire in accordance with Ohio Revised Code 3307.28/3307.43 (i.e.,

service or disability retirement).

- B. The employee must have completed not less than ten (10) years of public service with this school district, or this State or any of its political subdivisions. A year shall be defined in accordance with State Statute.
- C. The employee must be eligible for service or disability retirement as of the last date of employment with the Poland Schools.
- D. The employee must prove acceptance into the retirement system prior to the Board's issuance of the severance check.

6.063 Severance Pay Benefit

The severance benefit will be calculated on the following formula.

Ten (10) or more years of service = one third (1/3) of the number of accrued sick leave days not to exceed sixty (60) days times the employee's per diem rate.

6.07 Multiple Building Stipend

6.071 Stipend Defined

A multiple building stipend shall be granted in accordance with the chart below per school year when an employee's academic classes are scheduled for one hundred eighty (180) days between two (2) or more buildings for the full school year. The stipend is intended to offset transportation expenses and will be pro-rated in cases where multiple building assignments are made for less than the full year or between different buildings on different days.

For example, if an employee's assignment were one (1) day a week between the Middle School and High School, the stipend would be one-fifth (1/5) times the annual stipend for travel PMS-PSHS. If the

assignment were two (2) days (one [1] day at PMS-PSHS and one [1] day at North-Union), the stipend would be one-fifth (1/5) the PMS-PSHS annual stipend plus one-fifth (1/5) the North-Union annual stipend.

6.072 Annual Stipend for 180 Days of Travel

<u>FROM</u>	<u>TO</u>					
	<u>PSHS</u>	<u>PMS</u>	<u>MCK</u>	<u>NORTH</u>	<u>DOBBINS</u>	<u>UNION</u>
PSHS	0	\$144	\$144	\$184	0	\$118
PMS	\$144	0	0	\$98	\$144	\$36
MCK	\$144	0	0	\$98	\$144	\$36
NORTH	\$184	\$98	\$98	0	\$184	\$86
DOBBINS	0	\$144	\$144	\$184	0	\$118
UNION	\$118	\$36	\$36	\$86	\$118	0

6.08 Employee Insurances

6.081 General Coverage

A. Board Provided Insurance

The Board shall provide all contractual employees with the following insurance coverages in Section 6.082 to qualifying members of the bargaining unit: comprehensive hospitalization, physician benefits, major medical, dental, rx and term life with accidental death and dismemberment. All employees will pay 5% of the premium for comprehensive hospitalization-physician benefits – major medical. This premium co-pay sharing will be deducted in the first pay of each month with pre-tax dollars effective 09-01-08.

Spousal language shall be as per the Mahoning County Consortium effective July 1, 2009 provided all other districts in the consortium abide by consortium guidelines.

B. Change(s) in Carriers

If, at any date following the ratification of this Agreement, the Board elects to change the insurance carrier(s) that provide any of the coverage and services specified herein, the PEA President shall be notified in writing not less than thirty (30) days prior to the effective date of the change in carriers. At the time of said notification, the Board shall provide to the PEA a complete copy of the bid specifications or the certificate of insurance for the new plan setting forth in detail the specifications of coverage and services to be provided by the new carrier.

C. Continuation of Benefits

1. The Board shall permit all employees who have been granted unpaid leaves of absence or who are on layoff status to remain in the employee insurance group for all coverages provided by the Board at the employee's expense for the duration of unpaid leave or entitlement to reinstatement.
2. Insurance coverage for employees who have been granted paid leaves of absence shall continue to be provided by the Board.

D. Insurance Contracts

The Board shall provide to the PEA one (1) copy of each signed contract entered into between the Board and the insurance companies which shall provide the benefits specified in this contract. Copies of existing contracts shall be provided to the PEA within seven (7) calendar days of ratification of the Agreement by both Parties. Copies of contracts subsequently entered into by the Board shall be provided within seven (7)

calendar days after they are received by the Administration.

E. Description of Fringe Benefits

Within thirty (30) days following the signing of the Agreement and once annually thereafter, each employee shall receive a description of the insurance programs provided by the Board for the employees' benefit.

F. Part-time

Future part time members of the bargaining unit employed after the date of ratification of this agreement would receive board paid benefits on a pro rata basis based on the percentage of time worked, eg. a teacher @ 50% contracted time would be eligible for Board paid fringes @ 50% with the employee paying the other 50% of the premium cost.

G. Plan Booklet

The Consortium low deductible plan shall be effective 09-01-08 (as provided in plan booklet) and supersedes all prior plans.

H. Graduation from Higher Ed

Upon graduation from an institution of higher learning, a dependent (per current definitions in medical booklet which definition shall be the same in the new medical booklet), already covered as a dependent under the district's medical plan, shall have the option to continue to be covered in said plan until the end of the month in which graduation occurred, after which the dependent has the option of continuing per COBRA statutes.

I. Employees qualifying can enroll only during the annual open enrollment period from September 1 – September 30th. New

	*Deductible and Coinsurance limits are separate and do not accumulate toward each other	
Outpatient Mental/Nervous, Alcohol or Substance Abuse Maximum	90% UCR 40 visits per calendar year	70% UCR
Office Services	\$10.00 copay office visit only 90% UCR, other services	70% UCR
Durable Medical Equipment and Medical Supplies	90% UCR	70% UCR
Inpatient Hospital	90% UCR	70% UCR Mental/Nervous or Substance Abuse, limit 33 days per confinement; 2 confinements per lifetime for Substance Abuse
Inpatient and Outpatient Surgery	90% UCR	70% UCR
Outpatient Diagnostic	90% UCR	70% UCR
Emergency Illness	90% UCR	90% UCR 50% penalty for non-emergency
Extended Care Facility Maximum	90% UCR 60 days per calendar year	70% UCR
Hospice Care Maximum	90% UCR Up to 180 days per lifetime	70% UCR
Home Health Care Maximum	90% UCR 100 visits per calendar year	70% UCR
Outpatient Private Duty Nursing Maximum	90% UCR	70% UCR
Human Organ/Bone Marrow Transplant Maximum	90% UCR	70% UCR
Urgent Care	90% UCR	70% UCR
Kidney Dialysis	90% UCR	70% UCR
Ambulance	90% UCR	70% UCR
Chiropractic Maximum	90% UCR 24 visits per calendar year non-accident related	70% UCR
Physical Therapy Maximum	90% UCR 60 visits per calendar year	70% UCR
Speech Therapy Maximum	90% UCR 60 visits per calendar year	70% UCR
Annual Routine Physical	100% UCR	70% UCR
All Other Medical Services	90% UCR	70% UCR

Lifetime Maximum Other Maximum	\$2,500,000.00
Eligible Dependents Covered to Age	19 or 26 years If full time student, IRS dependent and wholly dependent for support until end of the month graduation occurs
Pre Admission Certification	Mandatory \$500.00 penalty if not obtained
Second Surgical Opinion	Mandatory \$250.00 penalty if not obtained.
Well Child Care Maximum	90% UCR 70% UCR Birth to age 1 \$500 Ages 1-9 \$150 per calendar year

B. The county consortium low deductible plans shall be effective 9-01-08, shall supersede all prior plans, and appear on the next six (6) pages.

M.C.S.E.I.C.		
MEDICAL MUTUAL		SUPERMED
Low Deductible Plan		
Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	19 Dependent/25 Student Removal upon End of Month	
Pre-Existing Condition Waiting Period	Initial Group Waived, All Others 6-9	
Blood Pint Deductible	No Deductible – 0 Pints	
Lifetime Maximum	\$2,500,000	
Benefit Period Deductible – Single/Family ¹	\$150/\$300	\$300/\$600
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$250/\$500	\$750/\$1,500
Out of Pocket Maximums if using Network & Participating Providers	\$400/\$800	\$1,050/\$2,100
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$10 copay, then 100%	70% after deductible
Urgent Care Office Visit	\$10 copay, then 100%	70% after deductible
Voluntary Second Surgical Opinion	90% after deductible	70% after deductible
All Immunizations & Injections	90% after deductible	70% after deductible
Preventative Services		
Routine Physical Exams (Ages nine and over) ²	\$10 copay, then 100%	70% after deductible
Well Child Care Services including Exam and Immunizations (To age nine) ²	\$10 copay, then 100%	70% after deductible
Well Child Care Laboratory Tests (To age nine)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine PSA Test	100%	70% after deductible
Routine tests ordered by physician	100%	70% after deductible

Benefits	Network	Non-Network
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Dialysis Treatments	90% after deductible	70% after deductible
Physical Therapy – (30 visits per benefit period) – Facility and Professional	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (36 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Radiation & Chemotherapy – includes Oral	90% after deductible	70% after deductible
Respiratory/Pulmonary Therapy	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency & Non-Emergency use of an Emergency Room ³	\$50 copay, then 90% after deductible	
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity Service	90% after deductible	70% after deductible
Skilled Nursing Facility (120 days per benefit period)	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance Services – includes air if medically necessary	90% after deductible	
Durable Medical Equipment/Medical Supplies	90% after deductible	70% after deductible
Home Healthcare (90 visits per benefit period)	90% after deductible	70% after deductible
Gastric Bypass Services & Follow-up - \$30,000 Lifetime Maximum	90% after deductible	70% after deductible
Hospice Services	90% after deductible	70% after deductible
Human Organ Transplant	90% after deductible	70% after deductible
Initial Newborn Exam	90% after deductible	70% after deductible
Private Duty Nursing (\$5,000 maximum per benefit period)	90% after deductible	70% after deductible
Sterilization – No Reversals	90% after deductible	70% after deductible

Benefits	Network	Non-Network
TMJ - \$500 Lifetime Maximum	90% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health Services (30 days per benefit period)	90% after deductible	70% after deductible
Inpatient Substance Abuse Services (66 days per Lifetime Maximum for Detoxification & Rehabilitation)	90% after deductible	70% after deductible
Outpatient Mental Health and Substance Abuse Services (45 visits per benefit period) ⁴	90% after deductible	70% after deductible

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

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

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

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

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies

²The Office visit copay applies to the cost of the office visit only.

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible.

⁴Not applied to Coinsurance Out-of-Pocket

**MEDICAL
MUTUAL**

**M.C.S.E.I.C.
PRESCRIPTION DRUG PROGRAM
LOW DEDUCTIBLE OPTION**

Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Same as Medical	
Retail Program with Oral Contraceptive Coverage		
Generic Copayment	\$5	30
Brand Name Copayment	\$10	30
Home Delivery Program with Oral Contraceptive Coverage		
Generic Copayment	\$10	90
Brand Name Copayment	\$20	90

Mandatory Mail Order starting with the 3rd fill and Mandatory Generic under both Retail & Mail Order Drugs. When a member chooses to fill a prescription a third time at a retail pharmacy it will be denied and the member will be liable for the full cost of the prescription drug.

Generic Incentive: If the member or physician requests a brand-name drug and a generic equivalent exists, the member pays the brand copayment PLUS the difference between the cost of the generic drug and the brand-name drug.

Over the counter diabetics supplies are covered when purchased with insulin. (Excluding the meters/monitors).

Exclude: Infertility Drugs

**Included: Weight Loss Drugs
Growth Hormones Drugs covered up to age 19**

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

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

MEDICAL MUTUAL	M.C.S.E.I.C. TRADITIONAL DENTAL WITH ORTHODONTIA	TRADITIONAL DENTAL
Benefits		
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	All dependents covered to age 19 Full time students 19-25 – End of Month	
Benefit Period Maximum (per member)	\$1,000	
Benefit Period Deductible (Single/Family) ¹	\$25/\$75	
Orthodontic Lifetime Maximum – all ages	\$1,500	
Preventive Services		
Oral Exams – two per benefit period	100%	
Bite Win X-Rays – two sets per benefit period	100%	
Prophylaxis (cleaning) – two per benefit period	100%	
Diagnostic X-Rays – including Full Mouth/Panorex, which are limited to one ever 36 consecutive months	100%	
Fluoride Treatment – one treatment per benefit period	100%	
Space Maintainers	100%	
Emergency Palliative Treatment – includes emergency oral exam	100%	
Sealants – one every rolling 36 months per tooth	100%	
Essential Services		
Consultations and Other Exams by Specialist	80% after deductible	
Minor Restorative Services	80% after deductible	
Endodontics/Pulp Services	80% after deductible	
Periodontal Services	80% after deductible	
Repairs, Relines & Adjustments of Prosthetics	80% after deductible	
Simple Extractions	80% after deductible	
Impactions	80% after deductible	

Benefits	
Minor Oral Surgery Services	80% after deductible
General Anesthesia	80% after deductible
Complex Services	
Gold Foil Restoration	50% after deductible
Inlays, Onlays - one every five years	50% after deductible
Crowns - one every five years	50% after deductible
Bridgework (Pontics & Abutments) - one every five years	50% after deductible
Partial and Complete Dentures - one every five years	50% after deductible
Orthodontic Services	
Orthodontic Diagnostic Services	60%
Minor Treatment for Tooth Guidance	60%
Minor Treatment for Harmful Habits	60%
Interceptive Orthodontic Treatment	60%
Comprehensive Orthodontic Treatment	60%

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

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

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

¹ 3-month carryover applies.

C. Dental Insurance

County Consortium plan as of 09-01-08 per attached shall supersede all prior plans. (Covers dependent children to age 25).

D. Prescription Insurance

STUDENT AGE LIMIT: 19, or 25 if full time student status, IRS dependent and wholly dependent for support until end of month graduation occurs.

County Consortium low deductible plan as of 09-01-08 as attached shall supersede all prior plans.

6.09 Board Pickup of Employee Contributions to the State Teachers Retirement System (Salary Reduction/Restatement)

In accordance with Internal Revenue Service Rulings 77-462, 81-35, and 81-36, the PEA and the Board agree that beginning with the January 4, 1985 pay, the Board shall contribute to the State Teachers Retirement System, in addition to the Board's required employer contribution, an amount equal to each employee's contribution to the State Teachers Retirement System in lieu of payment of said amount to each employee and that such amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary or hourly rate otherwise payable to each employee.

A. The dollar amount to be "picked up" by the Board:

1. Shall be credited to the State Teachers Retirement System as employee contributions under authority of Ohio Attorney General Opinion 82-097;
2. Shall be included in computing an employee's final average salary for State Teachers Retirement System purposes and in reporting employee-authorized credit information to financial institutions;

3. Shall not be reported by the Board as subject to current federal and state income taxes;
 4. Shall be reported by the Board as subject to city income taxes.
- B. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pickup" in combination with other tax deferred compensation plans. The "pickup" is mandatory and not at the individual employee's option.
- C. For purposes of this provision, an employee's total annual salary and/or salary per pay period shall be the salary specified in Sections 6.01 and 6.02, 6.04, 6.05, 6.07 of this Agreement. The total annual salary and/or salary per pay period shall be payable by the Board in two components: (1) deferred salary and (2) cash salary.

1. Deferred Salary

An employee's deferred salary shall be equal to that percentage of said employee's total annual salary and/or salary per pay period which is required by the State Teachers Retirement System to be paid as an employee contribution by said employee.

2. Cash Salary

An employee's cash salary shall be equal to the employee's total annual salary and/or salary per pay period less the amount of the deferred salary for said employee and shall be payable to said employee subject to applicable payroll deductions. The Board's total expenditures for employees' salaries as specified in Sections 6.01, 6.02, 6.04, 6.05, 6.07, of this Agreement and its employer contributions to the State Teachers Retirement System shall not be greater than the amounts the Board would have paid had this provision not been in effect.

- D. The Board shall compute and remit its employer contributions to the State Teachers Retirement System based upon the employee's total annual salary and/or salary per pay period.
- E. An addendum to each employee's contract or salary notice (for hourly employees) currently in effect shall be prepared and distributed which states:
 - 1. That the employee's contract salary or hourly rate is being restated as consisting of a cash salary and of a deferred salary which is equal to the amount of the employee contribution to the State Teachers Retirement System being "picked up" by the Board on behalf of the employee;
 - 2. That the Board will contribute to the State Teachers Retirement System an amount equal to the employee's required contribution to the State Teachers Retirement System for the account of each employee;
 - 3. That life insurance, sick leave pay, assault leave pay, severance pay, supplemental pay, extended service pay, worker's compensation benefits, unemployment compensation benefits, or any other compensation or benefit which is indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon the combined cash salary and the deferred salary of the employee; and
 - 4. That in the event the Internal Revenue Service should determine, at a date subsequent to the formal adoption of this Agreement, that this State Teachers Retirement "pickup" benefit is in non-compliance with Internal Revenue Service tax regulations, the Board shall not be held liable for any tax liability, penalties, and/or interest as a result of said determination.

- F. All subsequent contracts and salary notices for employees shall comply with the provisions of this section.
- G. In the event the State Teachers Retirement System refuses at any time to accept the "pickup" defined herein in Section 6.09, Section 6.09 is voided and will be renegotiated by both Parties.

6.10 Expense Reimbursement

An OWE, OWA, or Vocational Home Economics employee with assigned duties that require the use of the employee's personal automobile shall be reimbursed at the rate per mile, set by IRS, of business travel plus the actual costs of tolls and parking. When business travel extends beyond the normal workday, the employee shall be reimbursed for all other necessary and actual expenses incurred during such travel, including, but not limited to, room and meals.

6.11 Medical Procedures

Employees (excluding the school nurses) shall not be required to perform routine or nonroutine medical procedures. These shall be performed only by a bargaining unit member school nurse holding a valid Ohio school nurse certificate.

6.12 Special Education Inclusion

Shall be in compliance with all federal and state statutes and Board policies and shall also adhere to the procedures as outlined in Appendix L of this Agreement.

6.13 Attendance Bonus

In lieu of vision, each contractual member of PEA will receive \$175 payable in the first paycheck in December with no STRS taken out. During the second and third year of this agreement, the amount shall be \$275 dollars.

ARTICLE VII. EFFECTS OF THE CONTRACT

7.01 No Reprisals

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

7.02 Cessation of Duties

No employee will, in an effort to effect a settlement of a disagreement from professional negotiations with the Board, engage in a cessation of duties during the term of this Agreement.

7.03 Implementation

It is understood that employees shall continue to serve under the direction of the Superintendent and in accordance with Board and Administration policies, rules, and regulations, provided that the provisions of this Agreement shall supersede and prevail over any conflicting Board policies, rules, or practices. Both Parties agree that as of February 1, 2004, they are not aware of any Board policy, rule, or practice that conflicts with the Agreement.

7.04 Amendments

This Agreement represents the full understanding and commitment between the Parties and replaces all previous Agreements. This Agreement may be added to, deleted from, or otherwise changed only by an amendment mutually agreed to, reduced to writing, adopted by each Party, and properly executed.

7.05 Personnel Forms

7.051 Appendix

Items placed in the Appendix of this Agreement are not part of the Agreement. They appear for information only.

7.052 Compliance

Personnel forms will be in compliance with the terms and provisions of this Agreement.

7.06 Conformance with Ohio Statutes

7.061 Conformance with Ohio Statutes

It is understood that this Agreement is subject to and shall operate within the framework of the Statutes of the State of Ohio.

7.062 Determination of Illegality

If any provision of this Agreement or any application of this Agreement to any individual employee or group of employees shall be found to be contrary to law by the court of highest competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except in the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

7.063 Negotiation of Illegal Provision

Any provision of this Agreement which is deemed contrary to law by the court of highest competent jurisdiction shall be renegotiated by the Parties within thirty (30) days after said finding is rendered.

7.064 Impasse on Illegal Provision

If agreement has not been reached upon expiration of the 30-day negotiation period, the disputed provision shall become subject to the Federal

Mediation and Conciliation Service upon request by either party.

7.07 Duplication and Distribution

7.071 Distribution of Agreement

As soon as is reasonably possible after the Parties have formally ratified this Agreement, but not later than thirty (30) days after the Parties have proofread and executed the final, camera-ready draft, the Parties shall share the cost of printing of the Agreement at a number of copies to be mutually agreed upon. PEA shall distribute copies to its membership and the Board shall distribute copies to management.

7.072 Cost of Preparation of Agreement

Said costs shall be born equally by the Parties at mutually agreed upon commercial secretarial/printing services.

7.073 Amendments to Agreement

Any amendment(s) to this Agreement adopted by the Parties, subsequent to the initial printing but prior to the expiration of this Agreement shall be printed as an Addendum. The costs of preparation and printing shall be born equally by both parties at commercial services mutually agreed upon by the parties. Both parties shall also mutually agree on the number of copies to be made.

7.074 Copies of Agreement for PEA Use

The Board shall initially provide twenty-five (25) copies of the printed Agreement to the PEA for the PEA's usage and shall not be required to provide more than a combined total of twenty-five (25) additional copies to the PEA during the term of this Agreement.

7.08 Duration; Term of Agreement

This Agreement shall be in effect from September 1, 2011 through August 31, 2013 and represents the full and complete understanding between the Parties and replaces all prior Agreements.

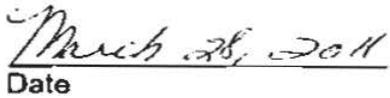
The Parties to this Agreement, signed this date, as witnessed below.

FOR THE ASSOCIATION

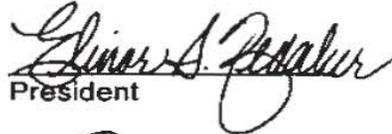

President

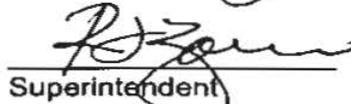

Chief Negotiator

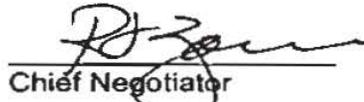

OEA Labor Rep

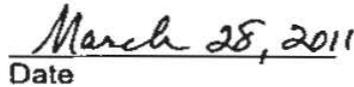

Date

FOR THE BOARD


President


Superintendent


Chief Negotiator


Date

APPENDIX A

REQUEST FOR PERSONAL LEAVE
(to be submitted 48 hours prior to use of such leave)

NAME _____ DATE _____

DATE(S) REQUESTED _____

NUMBER OF DAYS _____

■ **Definition**

Personal leave is defined as leave which must be used to transact or attend to personal, legal, religious, or family matters that require an employee's absence during the school day.

■ **Entitlement to Personal Leave**

A member of the Employee Unit shall be granted upon request, three (3) days of personal leave per year without loss of salary to attend to personal matters.

■ **Notification for Use of Personal Leave**

Employee requesting personal leave must request such leave forty-eight (48) hours prior to the use of such leave, unless it involves an emergency that negates the time element in which case the nature of the emergency shall be specified. Such leave requests shall be submitted on proper forms.

■ **Restrictions**

1. Personal leave shall not be granted to extend a holiday or school recess.
2. Personal leave shall not be granted as make-up calendar days.
3. Personal leave shall not be used for avocational, recreational purposes or for personal gain.

I understand that falsification of this request is grounds for termination of my employment under ORC 3319.081 or 3319.16

SIGNATURE OF EMPLOYEE

DATE OF SIGNATURE

ADMINISTRATIVE ACTION:

Approved _____

Disapproved _____

Holding Principal

Superintendent

Date

Date

**APPENDIX B
REQUEST FOR SICK LEAVE**

(To be submitted promptly after each absence.)

Name (Print) _____			Date Submitted _____
Last _____	First _____	Middle Initial _____	
Employing Unit _____			
I hereby make application for the use of Sick Leave in accordance with Section 543.29 of the Ohio Revised Code for the date/s of _____			
_____ For the following reason:			
CHECK ONE:			
____ Medical, Dental or Optical Examination or Treatment _____			
____ Personal Illness or Injury _____			
____ Serious Illness or Injury in Immediate Family _____			
		Name	Relationship
Definition of immediate family: employee's spouse, child, parent, guardian or foster parent, parent-in-law, sibling, grandparent or grandchild, brother-in-law, sister-in-law or individuals with whom the employee resides.			
OTHER:			
____ Leave Without Pay _____			
____ Court: _____ Court Duty _____ Jury Duty _____ Subpoena issued by _____ Court _____, 20____			
____ Bereavement leave: Death of _____			
		Name	Relationship
on _____			
I understand that falsification of this statement is grounds for termination of my employment under RHC 2339.061 or 2339.06.			
		_____ Date of Signature	_____ Signature of Employee
Individuals applying for use of sick leave shall indicate the name and address of the attending physician if such was required during the period of time covered in the request.			
Name of Attending Physician _____			
Address of Attending Physician _____			
Date(s) of Consultation _____			
ADMINISTRATIVE ACTION			
		_____ Approved	_____ Disapproved
		_____ Date of Signature	_____ Supervisor's Signature

APPENDIX C
EMPLOYEE ASSAULT REPORT

Teacher Assaulted _____ Home Phone # _____

Date (of assault) _____ A.M. _____ Time _____ P.M.

Building _____ Assignment _____

Name(s) of perpetrator(s) _____

_____ Student _____ Parent _____ Other

Incident Location _____

School official notified _____ Title _____

Incident reported to school official by _____ Date _____

Incident was also reported to _____ police _____ juvenile authorities

Briefly describe incident: _____

Action taken by _____ school _____ police _____ juvenile authorities

Describe action taken: _____

Incident could have been prevented or alleviated if _____

**APPENDIX D
PROFESSIONAL LEAVE REQUEST**

Name _____ Building _____

I hereby request permission to attend a professional meeting described as follows:

Name of convention or meeting _____

Place _____

Date(s) _____

Registration Fee \$ _____ Receipt Required

Transportation by _____ School van

_____ Bus

_____ Air @ Cost _____

_____ Private auto @ _____ miles

round trip = \$ _____

Food _____ Receipt Required

Lodging _____ Receipt Required

Total Cost _____

I have used _____ professional days this school year.

Date of Signature

Signature of Employee

ADMINISTRATIVE ACTION

Approved _____ Disapproved _____

Building Principal _____ Superintendent _____

Date _____ Date _____

Note: The established rate of reimbursement is as follows:

Registration @ usual customary rate; mileage @ IRS per mile; lodging @ usual customary rate; meals not to exceed \$24 per day. There shall be a \$300.00 limit on reimbursement per professional meeting.

**APPENDIX E
REQUEST FOR REIMBURSEMENT FOR EXPENSES
OF PROFESSIONAL MEETING**

NAME _____ Date Submitted _____

Expenses incurred for attendance at _____
Name of Conference

at _____ on _____
City and State Date(s)

Registration (Receipt Required) = \$ _____

Meals (not to exceed \$32 per day;
receipts required) = \$ _____

Miles @ mile by private
auto = _____ x IRS Amount = \$ _____
number miles

Motel (Receipt Required) = \$ _____

Miscellaneous Expenses (itemize)

1. _____

2. _____

3. _____ = \$ _____

I certify the above expenses were incurred in connection with my position in the Poland Schools.

Date of Signature

Employee's Signature

ADMINISTRATIVE ACTION:

_____ Approved for payment

Superintendent's Signature

_____ Disapproved for payment

Date of Signature

APPENDIX F
REQUEST FOR REASSIGNMENT

NAME _____

PRESENT ASSIGNMENT

Building _____

Grade _____

Subject _____

ASSIGNMENT REQUESTED

Building _____

Grade _____

Subject _____

REASON FOR REQUEST:

DEADLINE FOR APPLICATION

Signature of Applicant

Date of Submission

Any teacher desiring a reassignment should complete the above form and submit it to the Superintendent.

APPENDIX G

**POLAND LOCAL SCHOOL DISTRICT
and
POLAND EDUCATION ASSOCIATION**

GRIEVANCE FORM

NAME OF GRIEVANT: _____

SCHOOL: _____

ASSIGNMENT: _____

DATE CAUSE OF GRIEVANCE OCCURRED: _____

A. STATEMENT OF GRIEVANCE, INCLUDING THE ARTICLE/SECTION(S)
VIOLATED, MISINTERPRETED, OR MISAPPLIED:

B. RELIEF SOUGHT:

Signature of Grievant or Association
Representative

Date

APPENDIX H

PERFORMANCE RESPONSIBILITIES **(also included in job description section)**

TEACHING ABILITY

1. Is proficient in subjects taught and has the ability to communicate knowledge effectively.
2. Strives to plan a program to meet the individual needs, interests, and abilities of the students.
3. Uses appropriate testing materials to assess achievement.
4. Has clearly defined objectives related to the Course of Study; plans assignments that are understandable, concise, and an extension of the lesson's objectives.
5. Handles student responses in a positive manner.
6. Uses a variety of resources, questioning techniques, and instructional methods appropriate to the lesson.
7. Gears the pace of the instruction to meet the range of abilities.

PROFESSIONAL QUALITIES

1. Shows enthusiasm for teaching.
2. Maintains an acceptable personal appearance.
3. Accepts advice and constructive criticism.
4. Is punctual in fulfilling all time designations.
5. Follows written policies of the school system.
6. Maintains harmonious relationships with school personnel.
7. Demonstrates proper verbal skills.

PROFESSIONAL GROWTH

1. Grows professionally through additional college courses, etc.
2. Keeps current with new trends in education and adapts them to classroom use.
3. Serves willingly on professional committees.

INTERPERSONAL RELATIONSHIPS WITH STUDENTS

1. Treats students' personal problems in a professional manner.
2. Provides opportunities for students to succeed in both group and individual activities.
3. Provides opportunity for students to develop a positive and realistic self-image.
4. Creates a classroom atmosphere that recognizes the worth and dignity of all students.
5. Recognizes that ethnic, economic, and social backgrounds lead to different patterns of behavior. The teacher encourages social acceptance of all students.
6. Takes time to listen and show empathy for all students.

INTERPERSONAL RELATIONSHIPS WITH STAFF, PARENTS, AND COMMUNITY

1. Works to establish a cordial and professional relationship with the faculty, staff, and administration.
2. Strives to be accepting and tactful when conveying accurate information to parents.
3. Indicates praise, when possible, as well as criticism of a student when communicating with parents.
4. Actively supports appropriate school and community activities.

CLASSROOM MANAGEMENT

1. Organizes and maintains accurate records concerning attendance and seating placement, etc.

- 
2. Selects, schedules and previews a variety of learning materials and experiences related to the lesson. Audio-visual aids should be accessible and appropriate to enhance the lesson being taught.
 3. Endeavors to make the classroom physical setting conducive to learning.
 4. Will be fair, consistent, and logical in grading practices, and will follow grading policy as recorded in the teacher's handbook.
 5. Demonstrates good organization concerning projects undertaken.
 6. Productively utilizes student time in the classroom, and maintains an atmosphere where students express their opinions honestly in a respectful manner.
 7. Observes accepted procedures and practices care and responsibility in the use of school facilities, materials, and equipment.
 8. Assumes responsibility for supervising pupil behavior in the classroom and school-related situations, and recognizes involvement with parents, guidance counselors, and administration as a way to channel academic or chronic discipline problems toward positive results.

APPENDIX I
THE POLAND SCHOOLS
TEACHER OBSERVATION FORM
PART I

NAME _____ DATE _____

SCHOOL YEAR _____ SCHOOL BUILDING _____

EVALUATOR _____ Time obs.: _____ to _____

Initialed: _____ / _____

CATEGORY OF TEACHER EVALUATION New Non-Tenured Tenured

KEY: S - Successful
 NI - Needs Improvement
 U - Unsatisfactory
 NO - No opportunity for item to be demonstrated

<u>TEACHING PERFORMANCE</u>	S	NI	U	NO
1. Plans a program to meet the individual needs, interest, and abilities of the students.	_____	_____	_____	_____
2. Lesson plans have clearly defined objectives taken from the Course of Study.	_____	_____	_____	_____
3. Is proficient in subjects taught and has the ability to communicate knowledge effectively.	_____	_____	_____	_____
4. Demonstrates proper verbal skills appropriate to the learner level.	_____	_____	_____	_____
5. Promotes student participation and handles student responses in a positive manner	_____	_____	_____	_____
6. Uses a variety of resources, questioning techniques, and instructional methods appropriate to the lesson.	_____	_____	_____	_____

S NI U NO

7. Shows evidence that proper student evaluation methods (formal and informal) are being utilized.

CLASSROOM MANAGEMENT

1. Organizes and maintains accurate records concerning attendance placement.
2. Makes the classroom physical setting conducive to learning.
3. Is fair, consistent, and logical grading practices.
4. Demonstrates good organization concerning projects undertaken.
5. Productively utilizes student time and maintains an atmosphere where students are free to express opinions.
6. Practices care and responsibility in the use of school property.
7. Assumes responsibility and demonstrates ability for supervising pupil behavior in the classroom and school related situations.

PROFESSIONAL QUALITIES

1. Show enthusiasm for teaching.
2. Maintains an acceptable personal appearance.
3. Accepts advice and/or constructive criticism.
4. Is punctual in fulfilling all time designations and utilizes time effectively.
5. Follows written policies of the school system.
6. Maintains a harmonious relationship with school personnel.

	S	NI	U	NO
7. Works with colleagues in developing curricula and methods of evaluation responsive to the needs of students.	_____	_____	_____	_____
8. Confers with colleagues and uses ancillary services relative to student behavior and/or performance.	_____	_____	_____	_____
9. Participates in professional development activities.	_____	_____	_____	_____

INTERPERSONAL RELATIONSHIPS WITH STUDENTS, PARENTS AND COMMUNITY

1. Treats students in a professional manner encouraging social acceptance of all students.	_____	_____	_____	_____
2. Confers with parents in order to gain or share information.	_____	_____	_____	_____
3. Strives to be accepting and tactful in conveying information.	_____	_____	_____	_____
4. Recognizes the importance of positive public relations in all communications.	_____	_____	_____	_____

OVERALL ESTIMATE

Teaching Performance	_____	_____	_____	_____
Classroom Management	_____	_____	_____	_____
Professional Qualities	_____	_____	_____	_____
Interpersonal Relationship	_____	_____	_____	_____

It is the evaluator's responsibility to determine if an overall estimate is unsatisfactory. The overall estimate does not represent an average of the previous sections. If any overall estimate on the teacher observation form is unsatisfactory (U,NI), that is considered adverse.

**APPENDIX J
EMPLOYEE OBSERVATION FORM
PART II**

Areas observed needing improvement or which were unsatisfactory.

Plan of Action:

1. Evaluator's recommendations for improving performance:

2. Evaluator assistance to be given:

3. Length of time for attaining desired improvements:

4. Consequence that may occur if unacceptable improvement is not shown:

5. Progress observed since preceding Observation in current school year in areas needing improvement or which were unsatisfactory:

Evaluator's Signature Date

Employee's Signature Date

Date of post-observation conference

**APPENDIX K
THE POLAND SCHOOLS
CERTIFIED EMPLOYEE EVALUATION FORM**

Teacher's Name _____ Building _____

Evaluator's Name _____ Admin. Assignment _____

NUMBER OF OBSERVATION FORMS ACCOMPANYING THIS EVALUATION _____

DOES AN EMPLOYEE'S STATEMENT ACCOMPANY EVALUATION? YES NO

EVALUATOR'S COMMENTS ON OVERALL ASSESSMENT OF PERFORMANCE:

EMPLOYEE'S DEVELOPMENT PLANS AND GOALS FOR CURRENT SCHOOL YEAR:

DATE OF EVALUATION CONFERENCE _____

EVALUATOR'S SIGNATURE _____ DATE _____

EMPLOYEE'S SIGNATURE _____ DATE _____

(The employee's signature indicates that he/she has seen the evaluation and does not necessarily indicate that he/she agrees in every instance with the evaluation. He/she may submit a statement to accompany this evaluation with copy to Evaluator.)

IF A DECISION WERE TO BE MADE AT THIS TIME, WOULD YOU RECOMMEND THIS PERSON FOR: (check the appropriate block)

	Without Reservation	With Reservation	Would Not Recommend	Not Applicable
Re-Employment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Continuing Contract	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IS THIS TEACHER EVALUATION REPORT ADVERSE YES NO

(IF ANY OVERALL ESTIMATE ON TEACHER OBSERVATION FORM IS UNSATISFACTORY, THAT IS CONSIDERED AN ADVERSE EVALUATION.)