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STATE EMPLOYMENT
RELATIONS BOARD

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THE AGREEMENT

BETWEEN THE

BOARD OF EDUCATION OF THE
STRUTHERS CITY SCHOOL DISTRICT

AND THE

STRUTHERS EDUCATION ASSOCIATION

EFFECTIVE

JUNE 30, 2011 - JUNE 30, 2014

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ARTICLE I RECOGNITION

1.01 Statement of Recognition

The Struthers Board of Education, hereinafter the "Board" or "District" hereby recognizes the Struthers Education Association, affiliated with the Ohio Education Association and the National Education Association, hereinafter the "Association", as the sole and exclusive bargaining representative for all the certified/licensed staff employed or to be employed under regular teaching contract or under the provisions of 6.051, Long Term Substitutes (excluding full-time administrators) by the Board for the purpose of negotiating on matters described in Article II, Section 2.01 (Scope of Negotiations).

Excluded from the bargaining unit are all casual, day-to-day substitutes, the Title I Coordinator, Title and auxiliary tutors hired after the effective date of this agreement and all other employees who have the authority to recommend hiring, discharge, or the discipline of a member of the employee unit or the authority to evaluate the professional performance of those employees during the school day, or the authority to recommend resolutions to grievances.

1.02 Election Procedures

The Association shall remain the bargaining agent unless thirty percent (30%) of the members of the bargaining unit desire an election to determine a change in representatives. Election to determine any question of representation shall be in accordance with rules prescribed by SERB as outlined in Section 4117.07 O.R.C.

ARTICLE II NEGOTIATIONS PROCEDURE

2.01 Scope of Negotiations

Negotiable matters shall be all matters with respect to wages, hours, terms, and conditions of employment and the continuation, modification, or deletion of a provision of this existing collective bargaining agreement.

2.02 Procedures for Negotiations

- A. One hundred twenty (120) calendar days before the expiration of the collective bargaining agreement, negotiations shall be opened. The Association and the Board shall begin negotiating a successor agreement in accordance with the procedures set forth herein.
- B. Unless otherwise agreed upon by the parties, the Board and the Association shall be represented at all negotiations meetings by a team not to exceed five members each. Each party shall be entitled to one observer who may not address negotiations. Each party may call upon consultants or resource persons who may be called upon to address negotiations. Neither party shall

have any control over the selection of the negotiating representatives of the other party.

- C. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, and make counterproposals in the course of negotiations.
- D. Each team shall present to the other at the first session its written proposals for consideration. No further items may be added without the consent of the other party. Additional rules for conducting negotiations meetings shall be agreed upon by the parties at the first session.
- E. Tentative agreement on any proposal shall be initialed by both parties prior to adjournment. Before adjournment of each session, the agenda, time, and place of the next session shall be agreed to by the chief negotiators.
- F. The parties agree to furnish each other, upon written request and in reasonable time both prior to and during negotiations, all available information concerning financial resources of the District and such other readily available information as will assist the parties in their negotiations.
- G. Negotiations shall be conducted in executive session. While it is expected that each Party will keep its constituents informed of progress, there will be no release of information to the public without the consent of both Parties.
- H. When final agreement is reached, it shall be submitted to the Association for ratification before adoption by the School Board within fourteen (14) days and/or as listed in 4117.10 (c).

2.03 Impasse Procedure

- A. If resolution is not accomplished by the forty-fifth (45th) day prior to the expiration date of the agreement, the Parties will request the services of a mediator from the Federal Mediation and Conciliation Service to assist the Parties in resolving the remaining issues. Any cost incurred will be divided equally between the Association and the Board.
- B. Mediation, as set forth above, constitutes the parties' mutually agreed upon, final, and exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in O.R.C. 4117.14.
- C. If there has been no settlement by the expiration date of the collective bargaining agreement, the employees shall have the right to strike as outlined in O.R.C. 4117.14 (D) (2).

2.04 Superseding State Law

The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedures set forth in O.R.C.

4117.14, which statutory time limits and procedures are hereby mutually waived, except O.R.C. 4117.14 (D)(2) as stated in 2.03 C.

ARTICLE III GRIEVANCE PROCEDURE

3.01 Definition

A grievance is defined as a claim by a bargaining unit member(s) or the Association that there has been a misapplication, violation, or misinterpretation of a provision of this agreement.

3.02 Purpose

- A. The purpose of this procedure is to secure equitable solutions to problems which may arise at the lowest possible administrative level.
- B. Any member of the bargaining unit has the right to present grievances without the intervention of the Association as long as adjustment is consistent with the terms of the collective bargaining agreement and as long as the Association has the opportunity to be present at the adjustment.
- C. The employee or the Association (as appropriate) must utilize the appropriate form and cite the section(s) of the agreement which have allegedly been violated.

3.03 Time Limits

All time limits or days used in this procedure mean school days, or after June 1, days in which the Board Office is open for business. These time limits are maximums; however, they may be extended by mutual agreement.

3.04 Level One

- A. An employee who feels s/he has a grievance shall discuss it with their immediate supervisor and shall clearly state that it is a Level One grievance meeting, or
- B. The employee shall present the grievance in writing on the appropriate form to his/her supervisor, who shall arrange a meeting within three (3) days. The employee, Association representative, and the supervisor shall attend the meeting.
- C. The supervisor shall provide the Board and the Association with a written answer to the grievance within five (5) days of either meeting.
- D. If such grievance is not lodged by the filing of the appropriate form at either Level One or Level Two within ten (10) working days of the date the grievant knew or should have reasonably known of the act or condition which is the basis for the grievance, said grievance shall no longer exist.

3.05 Level Two

- A. In the event that the grievance is not resolved at level one, the Association will notify the Superintendent on the appropriate form within five (5) days of the receipt of the response at level one that it intends to process the grievance further.
- B. The Superintendent, or designee, shall arrange a meeting within five (5) days. The employee, the Association representative, and the supervisor shall be present. Each party shall have the right to present witnesses and documentation to develop pertinent facts.
- C. The Superintendent shall provide the employee and the Association with a written decision within five (5) days of the meeting.

3.06 Level Three

- A. If the grievance is not resolved at level two, it may be appealed to the Struthers Board of Education by giving written notice to the Treasurer and the President of the Board within five (5) days of receipt of the level two response.
- B. The Board will meet with the employee, the Association representative, and the supervisor at the Board's next regularly scheduled meeting, provided there is at least five (5) days advance notice; or the Board will consider the matter within twenty (20) days of receiving the notice, whichever date occurs first. Each party may present witnesses and documentation to develop pertinent facts.
- C. The Board shall respond in writing within five (5) days of the hearing.

3.07 Level Four

- A. If the grievance is not resolved at level three, the Association may notify the Superintendent within five (5) days that the grievance is to be submitted for arbitration.
- B. The American Arbitration Association shall be contacted for a list of arbitrators within five (5) days from the Superintendent's receipt of Association's notice of appeal to arbitration. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- C. The arbitrator so selected will hold hearings promptly. The arbitrator shall issue a decision as soon as possible from the date of the hearing. The decision of the arbitrator shall be final and binding upon the parties.
- D. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be shared equally by the Association and the Board.

- E. The Arbitrator shall have no power to alter, add to, or subtract from the terms of the Contract.

3.08 Record Keeping

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

3.09 Representation

- A. Both parties shall have the right to legal counsel at all levels of the procedure. The grievant shall have the right to an Association representative at all levels.
- B. The Professional Rights and Responsibilities Committee shall determine when a grievance should be processed to Level Four.
- C. Release time shall be granted to the following bargaining unit members for the processing of grievances at an arbitration proceeding in accordance with Article 3, Section 3.07 and Article 4, Section 4.013 (up to five [5] days), of this Contract.
 - 1. President of the Association
 - 2. Building Representative who has processed the grievance
 - 3.
 - a. Grievant (if individual)
 - b. Grievance Chairperson (if class action)
 - 4. All witnesses required by the Association for the time necessary to provide testimony at such arbitration.

Whenever possible, partial days of absence shall be used for all participants. The Association will make every attempt to keep the number of witnesses to a minimum. The parties further agree to take efforts to minimize the loss of teacher instruction time during arbitration hearings through mutual cooperation on the selection of a convenient local site and upon the timing and release of teachers necessary for such hearings.

ARTICLE IV RIGHTS

4.01 Association Rights

4.011 Representation

When it is necessary for official representatives of the Association to engage in Association activities directly relating to Association duties as representative of the teachers, during the school day, they may be given such free time, without loss of pay, as is necessary to perform such activities provided such activities and free time have been approved by the Superintendent or designated representative in accordance with established administrative regulations. The Association and its officers recognize and agree that this privilege should not be abused.

4.012 Agency Shop (Fair Share) Fee

The Association shall have the right to assess a representation (fair share) fee of any employee in the bargaining unit who is not a member in good standing of the Association in recognition of the Association's services to the bargaining unit.

- A. All bargaining unit employees who are members in good standing on the effective date of this agreement shall remain members in good standing.
- B. All bargaining unit employees who are not members in good standing on the effective date of this agreement shall, not later than sixty (60) days after the effective date, become and remain members in good standing or pay an annual representation fee equivalent to, but not to exceed, the total affiliated dues of the Association.
- C. Any employee who is hired into a bargaining unit position on or after the effective date of this agreement shall, not later than thirty (30) days following such employment, become and remain a member in good standing of the Association or pay an annual representation fee equivalent to, but not to exceed, the total affiliated dues of the Association.
- D. Payment of Association dues/representation fees shall be accomplished in the following manner:
 1. Each member of the bargaining unit shall sign and deliver to the Association and the Board's Treasurer a copy of the authorization for payroll deduction of membership dues. This authorization shall continue in effect until revoked.
 2. If a member of the bargaining unit elects not to become a member of the Association, or not to remain a member of the Association, the Board's Treasurer shall begin deduction of the

representation fee from the employee's pay in the manner described in paragraph E of this provision.

3. Membership in the Association and/or payment of the representation fee shall be a condition of employment.

- E. The Board's Treasurer shall deduct a representation fee from the pay of every member of the bargaining unit who elects not to become an Association member. The deductions shall begin at the second payroll period in January except no fair share fee deductions shall be made for newly employed bargaining unit members until after thirty (30) days. The money deducted for dues and representation fees shall be transmitted to the Association's Treasurer.
- F. Such fair share fee payment shall be subject to an internal rebate procedure provided by the Association meeting all requirements of applicable state and federal law.
- G. The Association agrees to defend, indemnify and hold harmless the Board and its individual members in any claim, demand, action or cause of action brought to contest collection or other elements of administration of the service fee.

4.013 Association Leave

The Association shall have twenty (20) days of its choice for Association use. The SEA President shall notify the immediate supervisor of the member in question and the Superintendent seventy-two (72) hours in advance, in writing, with a general description of the matter(s) necessitating the teacher(s) absence, except in the case of emergency. Expenses, including substitute costs, shall be paid by the Association.

4.014 Association President Release Time

Following a review of teaching schedules and an assessment of the needs of students for the upcoming school year, the Superintendent and Association may annually agree on additional release time for the SEA President of up to one (1) period (or equivalent) per day, for the purpose of conducting Association business.

4.02 Employee Rights

Certificated/licensed staff employed or to be employed have:

- A. The right to form, join, assist, or participate in, or refrain from forming, joining, assisting, or participating in any employee organization of his/her own choosing, except as otherwise provided;

- B. The right to engage in other concerted activities for the purpose of collective bargaining or other mutual aid and protection;
- C. The right to representation by an employee organization;
- D. The right to bargain collectively and to enter into collective bargaining agreements with their public employers; and
- E. The right to present grievances and have them adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and as long as the bargaining representatives have the opportunity to be present at the adjustment.
- F. While the personal life of a teacher is not normally within the appropriate concern or attention of the Board of Education, conduct occurring off school grounds and/or during non-school hours which constitutes gross immorality or other good and just cause consistent with O.R.C. 3319.16 which prevents a teacher from properly performing his/her assignment functions during the work day may continue to be within the appropriate purview of the Board. The Board shall not adopt or enforce any policy which would illegally or unreasonably invade the privacy and dignity of the teacher.

4.03 Management Rights

The Board retains the sole right to manage the operation of the schools as described in O.R.C. 4417.08(c) below except as limited by the terms and conditions of this Agreement.

- (1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- (2) Direct, supervise, evaluate, or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- (6) Determine the adequacy of the work force;
- (7) Determine the overall mission of the employer as a unit of government;
- (8) Effectively manage the work force;

- (9) Take actions to carry out the mission of the public employer as a governmental unit.

4.04 Occupational Safety and Health

Employees shall not be required to work under unsafe or hazardous conditions (as defined in Chapter 4167 of the Ohio Revised Code.)

4.041 The Board shall adopt and implement policies and procedures required by O.R.C. Chapter 4167, by the Division of Occupational Safety & Health, by the Public Employment Risk Reduction Advisory Commission, and/or any rules or regulations adopted thereunder. The Board shall give a copy of all policies and procedures adopted by the Board to the President of the Association.

4.042 Duties of the Employer

A. Each public employer shall:

1. Furnish to each public employee employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious physical harm to such public employees;
2. Comply with Ohio employment risk reduction standards, rules, and orders adopted or issued pursuant to this chapter.

B. Notwithstanding this section or any other provision in O.R.C. 4167 to the contrary, no public employer is required to take any action under this chapter that would cause an undue hardship upon that public employer, unless the action is required to prevent imminent danger of death or serious harm to the public employee.

4.043 Duties of the Employee

A. Each public employee shall:

1. Comply with Ohio employment risk reduction standards, rules, and orders adopted or issued pursuant to this chapter which are applicable to the public employee's actions and conduct;
2. Comply with safety rules the public employer establishes for the purpose of fulfilling compliance with Ohio employment risk reduction standards, rules, or orders adopted or issued pursuant to this chapter. All such rules the public employer adopts shall be reasonable as determined in accordance with the purposes and objectives of this chapter.

4.044 Report Internally First

4.0441 Before a complaint which falls under the scope of Chapter 4167 of the Revised Code is filed with the Division of Occupational Safety and Health, said concern shall be addressed and investigated by the safety committee. The safety committee shall be composed of two (2) members appointed by the Superintendent and three (3) members appointed by the Association President.

4.0442 Option of Employee

Absent resolution to the alleged violation via the safety committee response, the employee may file a complaint with OSHA.

4.0443 Board's Right to Reassign

Before exercising her/his right to refuse work under Revised Code Section 4167.06 because of a condition which the bargaining unit member, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to her/him, the bargaining unit member must immediately notify her/his supervisor of the condition. The bargaining unit member may be temporarily reassigned at no loss in pay or reduction in hours while the condition is being investigated and/or ameliorated.

ARTICLE V LEAVE POLICIES

5.01 Sick Leave

- A. All certified/licensed staff shall be granted 1 1/4 days sick leave per month to a maximum of fifteen (15) days annually with full pay. Sick leave shall be accrued without limit.
- B. Sick leave payments will be made for any work day of the school year, including the first day, if the absence is approved sick leave.
- C. Certified/licensed staff may use sick leave for absence due to personal illness, pregnancy, (pregnancy includes miscarriage, abortion, childbirth, and recovery therefrom), injury, or exposure to contagious disease which could be communicated to others. It may also be utilized for absence due to illness, injury or death in the certified/licensed staff member's immediate family. (O.R.C. 3319.141) While sick leave may not be used for general custodial care, a day or portion of a day may be taken as sick leave in emergency situations in order to transport a member of the immediate family to or from a hospital or to arrange for medical or nursing care for such a member.

Members are encouraged, whenever possible, to schedule routine doctor, dental and/or other health service provider visits outside of the school day.

- D. No teacher shall forfeit accumulated sick leave during an authorized leave of absence. Also, if a certified/licensed staff member is absent because of illness due to a childhood communicable disease definitely traceable to contact made in school, the absence will not be charged against them by the reduction of accumulated sick leave days.
- E. Certified/licensed staff who have a death in the immediate family may be granted sick leave up to five (5) work days with pay. (This shall be interpreted to mean that all cases of death in the immediate family will not require the 5-day maximum and any days in excess of three (3) days must have the approval of the Superintendent.)
- F. The following relatives are included under immediate family: father, mother, sister, brother, son, daughter, husband, wife, step-parent, step-children, immediate relative-in-law, grandparent, grandchild, or a blood or marital relative living in the same household. Staff members attending the funeral of a close friend or relative who was not a member of the immediate family as described above, shall be allowed use of sick leave for the day of the funeral or for the part of the day that is necessary.
- G. Paid emergency leave in excess of the limitations herein contained may be granted by the Superintendent of Schools.
- H. An emergency leave request shall be completed by the certified/licensed staff member and submitted with the reason to his or her principal immediately upon return to work after the emergency leave. If emergency leave is denied, the certified/licensed staff member shall be notified orally and in writing at the time of the request.
- I. In the event of absence of a certified/licensed staff member for illness, the Superintendent may request an affidavit as defined in the Ohio Revised Code 3319.141 or a doctor's certificate. Certified/licensed staff members on sick leave for a duration of ten (10) or more days must, upon request, provide the Board with medical verification and information concerning the prospects of a return to work and will consent to a release for such purpose upon request.
- J. Advancement of Sick Leave. It shall be the policy of the Struthers City Board of Education, in those instances where certified/licensed staff are newly hired, and, in those cases where employees have exhausted their sick leave, to allow an advancement of not less than five (5) days of sick leave annually. Moreover, the advancement of this sick leave shall then be charged against any subsequent accumulation by the certified/licensed staff member in question. Finally, the Treasurer shall deduct from the certified/licensed staff member's pay an amount equal to the days the certified/licensed staff member was unable to earn in a given pay period (due to resignation, job

change). An individual awaiting a state retirement disability will not be advanced five (5) days' sick leave.

5.02 Assault Leave

- A. The Board hereby assures the certified/licensed staff that it will put its full support behind the discipline procedures and policies hereinafter recommended and adopted by the Board in matters of discipline.

The administration and the certified/licensed staff recognize a mutual responsibility for the enforcement of such policies. It is also agreed that such policies will be enforced fairly and consistently without favoritism due to race, creed, color, or sex. It is recognized and agreed that there is a continuing need to review discipline policies and procedures. Such issues will be addressed by the Labor Management Committee set forth in Article 6.23.

- B. All cases of assault suffered by a certified/licensed staff member, in connection with his/her employment, shall be reported immediately to the principal and the Superintendent. A written report shall be filed later with the Superintendent on a form to be provided by the Superintendent's office.
- C. The Board agrees to provide legal counsel to defend any action arising (1) out of an assault on a certified/licensed staff member, (2) out of any disciplinary action taken against a student by a certified/licensed staff member while the employee is working within the scope of his/her employment at school or at a school related function, or, (3) out of any claim, demand, suit or judgment by reason of alleged negligence or other acts resulting in accidental injury to, or death of any person, or in accidental damage to, or destruction of property, within or outside the school building, providing such certified/licensed staff member at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of duties within the scope of employment or under the direction of the Board. The Board of Education shall not be liable for any acts of vandalism.
- D. If criminal or civil proceedings are brought against a certified/licensed staff member alleging that he or she committed an assault in connection with his or her employment, such certified/licensed staff member may request the Board of Education to furnish legal counsel to defend him or her in such proceedings. If the Board does not provide such counsel and the certified/licensed staff member prevails in the proceedings, then the Board shall reimburse the certified/licensed staff member for reasonable legal fees incurred by him or her in defending the proceedings. If the certified/licensed staff member is found guilty in a criminal proceeding, there will be no reimbursement and such findings of guilt may constitute cause for dismissal depending on the nature of the crime. If the conviction is reversed, the certified/licensed staff member will be made whole and placed in the first available teaching position for which the certified/ licensed staff member is certified/licensed.

- E. When a certified/licensed employee is absent from school as a result of a physical or serious psychological injury caused by an assault (except among employees), arising out of or in the course of the certified/licensed staff member's employment while at school or at a school related function, the Board of Education shall pay the certified/licensed employee's salary and insurance coverage for the period of absence, up to ninety (90) work days. After ninety (90) days, continuation on assault leave may be continued only upon approval of the Sick Leave Bank Committee and then only for a period of time up to an additional ninety (90) days. Such absence shall not be charged against sick leave. The certified/licensed employee shall be required to complete all accident forms showing the nature, participant, witnesses, and location of assault, furnish a signed statement on forms prescribed, to justify the utilization of assault leave. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and the approximate duration shall be required before assault leave can be approved for payment. In addition, an employee receiving assault leave must agree to provide written and/or verbal testimony to assist the Board and the administration as necessary to insure appropriate disciplinary action is taken against the attacker. In any case, the unit member acting in a personal capacity has the right to take whatever legal action desired. Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

5.03 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 the full school year or part of the school year in which it is requested. Parental leave for pregnancy may begin at any point of the pregnancy and shall continue through the disability connected with delivery. Upon request of the employee, parental leave may be extended for a period up to one (1) additional school year, provided the request is made in writing to the Superintendent of Schools (who has the prerogative to accept or reject said proposal) on or before March 1 immediately preceding the school year for which the extension is requested.
- B. Application for a parental leave shall be made in writing to the Superintendent of Schools not later than thirty (30) working days prior to the effective date for such leave and such request shall state the anticipated duration of the leave. In the case of parental leave for pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery.
- C. An employee who desires to be reassigned to duty following the expiration of such leave shall adhere to the following procedure:

1. An employee whose leave of absence shall expire prior to the beginning of the Fall semester shall notify the office of the Superintendent not later than March 1 if s/he 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 office of the Superintendent not later than November 1 if s/he intends to return to active duty at the beginning of the Spring semester.
3. An employee whose leave of absence begins subsequent to March 1 and expires prior to the beginning of the Fall semester shall notify the office of the Superintendent not later than July 10 if s/he intends to return to active duty at the beginning of the next school year.

5.04 Professional Leave

- A. Certified/licensed staff members may be permitted up to two days each year for attendance at recognized educational meetings or for visiting an outstanding school system. The arrangements must be made in advance with the principal and approved by the Superintendent.
- B. The Board shall pay, within the limits of appropriation, the reasonable expenses including fees, meals (up to \$40 per day), and lodging for conferences or other professional improvement sessions at the request and/or with the advance approval of the principal and Superintendent for a particular purpose of special benefit to the school system and/or the individual participating.
- C. With advance approval of the Superintendent, any certified/licensed staff member holding office in a professional organization representing an academic discipline or invited to participate in a program of the organization may be excused from duty because of such obligations. Absences for other professional obligations of a similar nature may also be approved. No loss of pay or use of accumulated sick leave days shall be incurred by the certified/licensed staff member.

5.05 Personal Leave

Certified/licensed staff will be granted three (3) unrestricted personal leave days per year with pay. Personal leave is not accumulative and the following conditions apply:

1. A request shall be made to the Superintendent at least three (3) days prior to the absence, except in emergencies. A verifiable reason must be given and notification provided at the time of the use of emergency personal leave (i.e. leave which is not preceded with at least three days advance notice).

2. Personal leave cannot be used for a work stoppage.
3. Personal leave will not be granted to more than nine (9) certified/licensed staff members during any one day. Further, not more than three (3) high school, three (3) middle school or three (3) elementary staff members may use personal leave on any one day. Additionally, no more than forty (40) personal leave days system-wide may be taken in the same month, except that during the months of May and December, no more than thirty (30) personal leave days system-wide may be taken. Such leave shall be on a first come, first serve basis. Additional days may be granted at the discretion of the Superintendent.
4. Personal leave may not be used for sick leave nor vice versa except if a certified/licensed staff member chooses to use personal leave for routine doctor, dental, and/or other health care provider visits.
5. Personal leave may not be used the first, nor the last day of student attendance except with a verifiable reason. The use of personal leave for the day before or after a holiday, or any day after April 30 shall be limited to the first five (5) employee requests received by the Superintendent. Any request received after these five (5) will require the approval of the Superintendent.
6. A certified/licensed staff member has the option of the following: unused personal days shall be rolled into accumulated sick leave, or the staff member shall be compensated at the rate of one hundred dollars (\$100) for each unused personal day. A certified/licensed staff member who has used the sick leave bank is not eligible for compensation for unused personal days in the school year in which the bank was used. Unused personal days may, however, be rolled into accumulated sick leave.

5.06 Unpaid Leave

- A. A leave of absence without pay may be granted for up to one year for the following reasons:
 1. For the purpose of further study.
 2. For health reasons, upon advice or order of a physician.
 3. For personal reasons.

A leave of absence for reason #2 may be renewed for a second year.

- B. An application for a leave of absence without pay must be made in writing, recommended by the Superintendent and approved by the Board of Education. Application for further study should be presented to the Superintendent on or before April 1. The Superintendent shall recommend and the Board shall approve the initial request for a one-year leave of absence for reason #2 when appropriate medical certification is submitted.

5.07 Sick Leave Bank

5.071 Establishment

- A. Each bargaining unit member may contribute one day of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. The enrollment period will be from August 20 through September 15 of each school year. New teachers hired after the school year has commenced will have four (4) weeks to enroll. The donated day is not returnable.
- B. During the year, additional days may be donated by bank members upon the agreement of the Sick Leave Committee.

5.072 Operational Procedures

- A. Use of days from the Sick Leave Bank will be limited to those individuals who have contributed to the bank.
- B. Use of days from the Sick Leave Bank will be limited to catastrophic personal injury or long-term illness of the Bargaining Unit member or the Bargaining Unit member's spouse, or the Bargaining Unit member's dependent children. A doctor's statement is required with the application in order to be considered. For disability associated with the normal course of pregnancy and childbirth, use of the Sick Leave Bank shall be limited to a maximum total of thirty (30) workdays of recuperation time after childbirth. Sick Leave Bank members must use accumulated sick leave first and then may use days from the sick leave bank if needed to reach the total of thirty days. Additional use of the Sick Leave Bank beyond the thirty (30) workday maximum for disability associated with childbirth shall be permitted only if such absence would otherwise qualify under this provision.
- C. Use of days from the Sick Leave Bank will be considered only after the individual has used all of his/her accumulated sick leave days and has used possible advances of sick leave days.
- D. The maximum number of days that a person may use is 20% of the total days in the Bank at the end of the enrollment period, or ninety (90) days, whichever amount is less. The Sick Leave Bank Committee will meet to review a recipient's continuing eligibility after forty-five (45) days of Sick Leave Bank use. Additional days may be granted at the discretion of the Sick Leave Bank Committee.
- E. No bargaining unit member shall be actively employed with any other employer, private or public, during the period of time that s/he is receiving benefits from the Sick Leave Bank.

5.073 Sick Leave Bank Committee

- A. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the business office of the Struthers City School District will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This committee will be titled the "Sick Leave Bank Committee" (hereafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:
1. Superintendent of Schools of the Struthers City School District or his/her designee.
 2. The Struthers Education Association President or his/her designee.
 3. One Struthers City School District business office or building level administrator. This member is to be appointed by the Superintendent of Schools of the Struthers City School District.
 4. Two bargaining unit members. These members are to be appointed by the Struthers Education Association President. Effort should be made with these appointments to provide bargaining unit representation from the elementary, middle school, and high school levels.
- B. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.
- C. One of the three bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The Struthers Education Association President will designate the chairperson prior to the first meeting of the SBC.
- D. The SBC will be responsible for developing the forms needed to operate the Bank except for the Application to Use Days form.
- E. Guidelines will be reviewed annually by the Sick Leave Bank Committee.

5.08 Exchange Leave

- A. Upon recommendation of the Superintendent of Schools, leave for exchange certified/licensed staff positions under either national or international programs may be granted by the Board to certified/licensed staff who have successfully completed their required three-year probationary period in the Struthers City School District, and who have completed at least an additional two years of competent service.
- B. The Board shall compensate any certified/licensed staff member granted exchange leave on the basis of equivalent arrangements made through the Office of the Superintendent. Any period served as an exchange shall be applied to the salary schedule as if such period has been served by the certified/licensed staff member in the Struthers City School District.

5.09 Return Following Unpaid Leave of Absence

- A. A certified/licensed staff member who has been granted any unpaid leave of absence (i.e., parental, exchange leave, personal leave without pay, or other long-term unpaid leave) who desires to be reassigned to duty following the expiration of such leave shall adhere to the following procedure:
 - 1. An employee whose leave of absence shall expire prior to the beginning of the Fall semester shall notify the office of the Superintendent not later than March 1 if s/he 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 office of the Superintendent not later than November 1 if s/he intends to return to active duty at the beginning of the Spring semester.
 - 3. An employee whose leave of absence begins subsequent to March 1 and expires prior to the beginning of the Fall semester shall notify the office of the Superintendent not later than July 10 if s/he intends to return to active duty at the beginning of the next school year.
- B. Reinstatement of the employee to duty following a leave of absence shall be made after the proper notification has been submitted. If the notice of the teacher's intention is not received by the appropriate dates set forth above, the Superintendent will mail an inquiry to the last known address by certified mail with a copy to the SEA President. If no response is received within ten (10) days of the date of mailing such notice, the Superintendent and SEA President shall confer and following this conference, if neither can secure an immediate response from the teacher, the teacher's employment may be considered terminated by the Board.
- C. An employee returning from leave of absence shall be reinstated to a position commensurate with certification/licensure.

5.10 Family and Medical Leave

- A. Teachers are entitled to leave as provided in the Family and Medical Leave Act (FMLA) and its associated regulations. For purposes of this section, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e., the leave year is specific to each employee). The teacher is entitled to 12 weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.
1. Purpose: Eligible employee may take up to twelve (12) weeks of FMLA leave in any 12-month period as defined above for the following reasons:
 - a. The birth of the employee's child and to care for the child within one (1) year of the child's birth;
 - b. The placement of a child with the employee for adoption or foster care, and to care for the adopted child or foster child within one (1) year of the child's arrival;
 - c. The employee is needed to care for the spouse, child or parent of the employee when that family member has a serious health condition;
 - d. The employee's own serious health condition prevents him/her from performing the functions of his/her job.
 2. Usage
 - a. The employee shall give the Board thirty (30) days notice when the need for leave is foreseeable; otherwise, the notice shall be given as soon as practicable. Employees requesting FMLA leave shall utilize forms provided in the Appendix and the office of the Treasurer.
 - b. FMLA leave may be taken intermittently in accordance with law.
 - c. An employee shall not be required to substitute unpaid FMLA leave for any paid leave provided by this Agreement.
 - B. Insurance Continuation: The Board will maintain the employee's coverage under its "Group Health Plan" for the duration of the leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the period of the leave.

5.11 Bereavement Leave

Four (4) days bereavement leave shall be granted to teachers due to a death in the immediate family as defined in 5.01 F. The bereavement leave may be used for the actual funeral, for grieving or for business related to the death as needed. Additional bereavement days may be taken from sick leave.

If the death in the immediate family occurs more than 200 miles from Struthers (by AAA estimate), one additional day may be approved by the Superintendent (with pay) upon proof of need.

Funeral time will be allowed only if the certified/licensed staff member attends the funeral.

5.12 Jury Duty

A bargaining unit member shall be entitled to leave for any time the member is summoned to jury duty. The Board shall pay the bargaining unit member's regular rate of pay during his/her service upon being summoned for jury duty. The member is entitled to keep the full amount received for jury duty.

A bargaining unit member shall be entitled to leave for any time the member is under a court subpoena for a school-related issue. The Board shall pay the bargaining unit member's regular rate of pay during such time.

A bargaining unit member who has exhausted his/her personal leave shall be granted additional personal leave if subpoenaed for a criminal proceeding.

5.13 Military Deployment Leave

Three (3) days military deployment leave shall be granted to a bargaining unit member when an immediate family member, as defined in 5.01 F, on active duty in the military is deployed.

ARTICLE VI WORKING CONDITIONS

6.01 Professional Personnel Records

An official personnel file shall be maintained for all members of the bargaining unit in accordance with Section 1347 O.R.C. The file shall be limited to work performance, discipline and routine personnel data. No anonymous documents will be placed in the official personnel file.

- A. Each item in the file shall indicate its date of origin and the date it was entered into the file.
- B. Letters which are complaints or warnings from the administration to said employee to improve or to desist from continuing present practices will be placed into employees' files with a copy being forwarded to the employee for his or her signature and date. Said letter is to be personally given to the employee by his or her principal. If a copy with the employee's signature and date is not returned within 10 working days to signify acknowledgement of letter or else to write a rebuttal, said letter will remain in the file so annotated by the Superintendent. A copy of any such letters will be given to the Association at the time of insertion into the personnel file. Written complaints or other negative material authored by anyone other than administrative personnel are not to be included in the official personnel file.
- C. An employee shall have the right to write a rebuttal to any document in the file and to have the rebuttal placed in the file, provided the rebuttal is submitted within 10 working days of the employee receiving the document.
- D. Unfavorable material, other than evaluation documentation, will not be considered by the Board three (3) years after its insertion for any disciplinary action, up to and including nonrenewal and termination under the terms of this Agreement.
- E. An employee may examine his/her file, including building files, by utilizing the provisions of O.R.C. 149.43 in effect as of May 14, 2008 and Board Policy 8310 in effect as of January 10, 2008. Both the employee and the administration have the option of having an additional party present at the review.

6.02 Just Cause

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

6.021 Option of the Bargaining Unit Member

A. Continuing Contract Employees

Any bargaining unit member confronted with the termination of his/her employment contract by the Board shall have the option of

challenge to said action by utilizing the provisions of O.R.C. 3319.16 and 3319.161 in effect as of July 1, 2001, or by utilizing the provisions of this Contract.

6.03 Teacher Non-Renewal

The procedures set forth in O.R.C. Section 3319.11, in effect as of July 1, 2001, shall be followed for nonrenewal of limited contract teachers.

6.04 Changes in Teaching Conditions/Terms of Employment

Changes affecting teaching conditions within a building or terms of employment shall only be implemented after notification to the President of the Association and, if requested, following negotiation between the Association and the administration.

6.05 Substitute Teachers

A. The Superintendent's office shall maintain a list of qualified substitute certified/licensed staff members.

B. When a certified/licensed staff member is absent, a qualified substitute will be provided when possible. All substitutes must have their certificates/licenses and payroll forms on file at the Board Office.

6.051 Long Term Substitutes

A. Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) work days. All long-term substitutes shall receive a written contract of employment.

B. The employment of long-term substitutes shall be for the period specified in their contract of employment, and shall automatically expire at the end of that term without action by the Board or further notice to the teacher. Neither the provisions of Article 6.03 Teacher Non-Renewal nor the provisions of Section 3319.11, Ohio Revised Code shall apply to long-term substitutes and the same are specifically superseded.

C. A long-term substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one-half [3½] hours per day) in any one school year.

D. Neither the provisions of Article 6.06 Reduction in Force, nor the provisions of Section 3319.17, Ohio Revised Code shall apply to long-term substitutes and the same are specifically superseded.

E. Neither the provisions of Article 6.19 Evaluation nor the provisions of Section 3319.111, Ohio Revised Code shall apply to long-term substitutes and the same are specifically superseded. However, at least one (1) written evaluation using the current contractual

evaluation instrument will be provided for a long-term substitute whose employment extends beyond sixty (60) days. The evaluation will be based on at least one thirty (30) minute observation.

- F. Beginning with the 61st day of employment in the same assignment, a long-term substitute shall receive all contractual rights except those specified in B. and D. above and shall be placed on the Bachelors step 1 of the salary schedule with full benefits. Prior to that time, long-term substitutes shall be compensated at the substitute rate.

6.06 Reduction in Force

When, by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district, and for financial reasons, the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority. Teachers whose contracts have been suspended shall have the right of restoration in the order of seniority of service in the district if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. Seniority rights shall be determined according to the procedure established in Section 6.06 (B).

A. Attrition

Subject only to the exception contained herein, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for certified/licensed staff members who retire or resign, or whose contracts are non-renewed. The employment of replacements for some positions may be necessary; however, only in the event that certificated/licensed staff members in the system do not possess the necessary certification/licensure for the teaching position and cannot obtain this necessary certification/licensure. Attrition may not be sufficient to accomplish a reduction in force in full.

Attrition will, however, be utilized to the greatest extent.

B. Seniority Rights/Seniority Lists

1. All members of the certified/licensed staff will be placed on a continuously updated seniority list for each teaching field for which they are properly certificated/licensed. Teachers serving on continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving on limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.

2. Seniority shall be determined by the length of continuous service in the Struthers City Schools District.

Each teacher, full or part time, shall receive a full year of seniority for every year taught as long as s/he works at least one hundred twenty (120) days in the school year.

- a. Board-approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.
- b. If two or more teachers have the same length of continuous service, seniority will be determined by:
 - (1) The date of the Board meeting at which the teacher was hired, and then by
 - (2) The date the teacher signed his/her initial employment contract in the District.
 - (3) Any remaining ties will be broken by the last four (4) digits of each individual's Social Security Number. The four (4) digits with the lowest number will receive the higher placement.
- c. It is the teacher's responsibility to prove his/her seniority if different from the Board's calculation.

C. Suspension

1. Continuing contract status, certification/licensure, and system-wide seniority shall be the basis for any reduction in force program.
2. Recommended reduction in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification/licensure who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds a lower position on the seniority list for another area of certification/licensure for which the affected teacher is currently certificated/licensed or will become certificated/licensed on or before the first (1st) day of school.
3. Any certified/licensed staff member suspended because of a reduction in force shall have the right to apply through the group insurance/guidelines outlined in this Agreement consistent with COBRA except when other employment provides hospitalization coverage.

D. Recall

The names of teachers whose limited contracts are suspended in a reduction in force will be placed on a recall list for 24 months from the time of the suspension of contract, except continuing contract teachers who will remain

on the recall list for a continuing period of time, provided they have not accepted employment in a certificated/licensed position in another school district. Teachers on the recall list will have the following rights:

1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated/licensed for the vacancy.
2. Teachers on the recall list will be recalled according to seniority as established in Section 6.06 (B) for vacancies in areas for which they are certificated/licensed.
3. If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the Board office within ten (10) calendar days from the date on the certified announcement. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within ten (10) calendar days, or who declines to accept the position, will forfeit all recall rights.
4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and appropriate salary schedule placement as s/he enjoyed at the time of layoff. A teacher who is recalled shall be restored to such employment status (i.e. continuing or limited contract) that s/he held at the time of the reduction in force.

E. Supersede State Law

The reduction in force provisions set forth herein shall supersede those set forth in Revised Code Section 3319.17.

6.07 School Year

The school year shall consist of a maximum of 183 days. 180 days shall be instruction days. Two (2) (half day) days are teacher report days and two (2) days are professional in-service days. NEOEA day will be a non-work day.

Release time will be provided at the end of each semester and may be provided at the end of each nine-week grading period to facilitate record-keeping responsibilities. Special education teachers responsible for drafting IEPs will receive necessary release time to accomplish that purpose.

6.08 School Day

- A. The normal school day shall not exceed seven (7) hours and twenty (20) minutes. This provision excludes days on which teachers' meetings, parent conferences, and open house are scheduled. For each building in the

District, the regular school day will end no later than 2:00 p.m. on the day on which an open house is being held in that building. On days of parent conferences, student dismissal at all buildings will be according to the building's early dismissal schedule; but no later than 12:45 p.m.

- B. Teachers shall not be assigned duties outside of the seven hour and twenty minute time period unless compensatory time off is provided. Compensatory time shall be during the same pay period and must be at the beginning or end of the scheduled day.
- C. Duty assignments outside of the normal day must be agreed to by the teacher involved.

6.09 After School Meetings

Teachers may be required to remain after school to attend the following staff meetings:

1. Superintendent of Schools' general staff meeting or other meetings called by the Superintendent of Schools. The Association shall be permitted to have a general meeting at the conclusion of any general staff meeting.
2. General faculty or other meetings called by the school principal.
3. Subject Field Groups, Grade Level Groups, or Special Groups as authorized by the Superintendent of Schools, or principal concerned.
4. Such meetings should not last longer than 4:00 P.M. unless agreed upon by the personnel concerned.
5. It is expected that the normal total of such educationally-oriented meetings should not exceed ten (10) meetings per year and no more than two (2) meetings per month. Attendance exceptions shall be determined by the building principal.
6. Certified/licensed staff membership and participation in PTA-sponsored activities before school hours and after school hours shall be voluntary. PTA meetings during school hours are to be attended as per instruction of the building principal.

6.10 Lunch Period

All certified/licensed staff shall have an uninterrupted daily duty-free lunch period in accordance with State law. Other than sign in and sign out, certified/licensed staff shall have no restrictions concerning leaving the building during their respective authorized lunch period. Elementary teachers will be provided the opportunity for a scheduled one hour lunch two (2) times a week based on a normal five (5) day week as determined by the building administrator.

6.11 Preparation and Planning Periods

- A. All teachers shall have, in addition to their thirty (30) minute lunch period, planning time equal to a minimum of five (5) planning/conference periods per week. Equal time shall not be in blocks of less than fifteen (15) minutes each. Kindergarten teachers shall have a thirty (30) minute uninterrupted planning/conference period within the work day. Additional planning/conference time for consultation and collaboration may be provided for regular classroom teachers who have students with IEPs or 504 accommodation plans.

During lunch and planning/conference periods, teachers may leave their buildings. In case of a personal emergency arising at other times during the school day, the building principal or his/her designee may grant authorization for the teacher to leave the building. In those circumstances, the appropriate leave mechanism may be required as determined by the building principal or his/her designee. Periodically teachers may leave the building after student dismissal at the end of the day, after obtaining authorization from the building principal or his/her designee, without activating any leave mechanism. Any time during the workday when a teacher leaves the building, s/he must sign out and sign in.

Consistent with Article 4.011, the Association President and/or his/her designee shall be authorized to leave the building on official Association business during planning/conference times after notification to the building principal or his/her designee of the location and expected duration of the absence from the building.

- B. Secondary certified/licensed staff should not be assigned classes requiring an unreasonable number of different teaching preparations in any one semester.
- C. If a staff member is asked to use his/her planning period time to substitute for an absent bargaining unit member, s/he will be paid twenty-five dollars (\$25.00) per instructional period. This provision also applies to a staff member who is asked to take extra classes into his/her scheduled classroom. Study hall teachers are eligible for payment only if more than one additional class is added to the study hall. Payment shall be made the first pay period following the pay period in which the work was performed.

(This provision does not include staff members who agree to cover for each other.)

- D. Special certified/licensed staff (i.e., art, music, physical education, etc.) shall possess the same benefits and working conditions as the rest of the staff. The special certified/licensed staff shall have time to set up special equipment for subsequent classes, time for commuting, daily planning time, etc.

The Association recognizes that some benefits and physical conditions may vary from building to building.

6.12 Participation - Extracurricular Activities and Other After-School Functions

- A. The Board and the Association recognize the importance of teacher participation in extracurricular activities and other after-school functions. Therefore, they agree that teachers should attend some school activities which are held after school or in the evening.

Certified/licensed staff's participation in extracurricular activities or other school functions after the regular school day for which no additional compensation is paid shall be voluntary. Non-participation in such activities shall not be valid items for the certified/licensed staff's evaluation.

- B. School sponsored programs such as tutoring during planning periods, before or after school for remediation, proficiency tests or for standardized college entrance exams such as the ACT, SAT or PSAT, shall be reimbursed at a rate of twenty-five dollars (\$25.00) per hour.

6.13 Supplemental Contracts

- A. Nothing contained within this article shall be construed to prohibit the Board from offering a supplemental contract to any individual classroom teacher, provided that no individual certified/licensed staff member shall be required to accept a supplemental contract.

Consistent with state law and regulations, all supplemental contracts shall be offered first to qualified certificated/licensed bargaining unit members and then to other individuals when no qualified certificated/licensed bargaining unit member has applied for the position.

- B. Head coaches will be selected first. Thereafter, interested applicants for particular sports will apply for the position of assistant coach in that sport. Successful applicants for these coaching positions will then be identified (i.e., "JV football," "8th grade boys basketball," "varsity assistant football coach," etc.) and assigned to a position by the Director of Athletics in collaboration with the head coach for that sport.

Nothing herein shall permit the Board to employ the services of individuals who do not meet the appropriate qualifications as established by state law and/or regulations established by the state to coach an athletic team.

- C. The performance of all athletic coaches will be evaluated in writing by the building administrator in consultation with the Director of Athletics with input, where appropriate, from head coaches.
- D. A unit member who fails to fulfill or substantially complete his/her duties under a supplemental contract by reason of resignation, thereby necessitating the Board to hire a replacement, shall be paid on a prorated basis for that part of

the season or activity during which she/he fulfilled the duties. A bargaining unit member who fails to fulfill or substantially complete his/her duties under a supplemental contract by reason of long term illness or injury will retain the supplemental contract with full compensation if replaced by a volunteer(s) until such time as s/he is ready to resume his/her duties. If no volunteer is available, thereby necessitating the Board to hire a replacement, the bargaining unit member shall be paid on a prorated basis. The prorated amount will be determined based upon the number of days required for the particular activity (i.e., for athletic activities, the schedule set by the OHSAA; for "club" activities, the school calendar year, etc.).

- E. In order to receive payment for completed duties under a supplemental contract, a unit member shall substantially complete the duties of the position and process all required paperwork.
- F. Postings shall be in accordance with 6.222 A.

6.14 Medical Examination

The cost of medical examination, when required by the Board, shall be at the Board's expense if the examination is performed by the Board's physician.

Nothing in this section shall be construed to mean that certified/licensed staff members may not be given a physical examination by a private physician (either a doctor of medicine or a doctor of osteopathy) at their own expense. The Board, however, reserves the right to have the certified/licensed staff member examined by its physician, or one mutually agreed upon, at the Board's expense.

6.15 Class Size

- A. The Board and the Association recognize that the pupil-teacher ratio is an important aspect of an effective educational program. Therefore, they agree that the class sizes set forth below are desirable standards.
 - 1. Elementary (K-4) - not to exceed 25.
 - 2. Middle (5-8) - not to exceed 25.
 - 3. High School (9-12) - not to exceed 125 in English and not to exceed 25 per class in any academic subject area.
 - 4. High School Counselors – 1-350 ratio.
- B. Unless established for the purpose of implementing a specific, deliberately planned education program, no split-grade classes should be maintained in the elementary schools.
- C. Classroom aides in grades K-6 shall be assigned using the following formula:
 - 1. Academic classrooms with 28-30 students at any time during the school day = one (1) hour per day.

2. Academic classrooms with 31-33 students at any time during the school day = two (2) hours per day.
3. Academic classrooms with 34-38 students at any time during the school day = three (3) hours per day.

When class size at the elementary level exceeds 38 pupils for any regular academic classroom teacher, the class will be divided; however, if there is a lack of immediately available physical facilities, provisions should be made for such certified/licensed staff member to have an aide assigned to the classroom for the entire school day. Every effort will be made to maintain reasonably balanced classes

- D. The certified/licensed staff member and/or the Association shall have the privilege of meeting with the Superintendent upon request to discuss exceptions to the foregoing standards.

6.16 Facilities

- A. The Board and the Association agree that it is desirable that each building has the following facilities:
 1. Space in each classroom in which certified/licensed staff members may safely store instructional materials and supplies.
 2. A certified/licensed staff member's work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
 3. An appropriately furnished room, which shall include a telephone, to be used as a faculty lounge.
 4. Well-lighted, ventilated, clean staff restrooms with hot and cold running water and appropriate facilities for men and women.
 5. Copying equipment which is of adequate capacity for the building.
 6. Adequate parking space for all certified/licensed staff.
 7. An adequate professional library in each building. Materials generally shall be selected by certified/licensed staff committees.

6.17 Instructional Materials

- A. The Board agrees to provide sufficient instructional materials to insure that each pupil in a classroom has copies for his/her own use. This also means to include supplemental materials, at parallel or other levels, to insure each pupil a broad base or depth in learning.
- B. Instructional materials to be used in the schools, shall continue to be cooperatively selected through joint consultation among the certified/licensed

staff and administrators, subject to final approval by the Superintendent. Instructional materials must be adaptable to the Ohio content standards.

- C. The certified/licensed staff will give as much time as necessary to help select the best textbooks, equipment and materials for their classrooms.

6.18 Summer School Program

- A. Positions in the Struthers Summer School shall, to the extent possible, be filled first by certified/licensed staff regularly employed in the Struthers City School District.
- B. In filling such positions, consideration must be given to a certified/licensed staff member's area of competence, experience, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the District.
- C. All openings for summer school positions must be posted as described in Section 6.222 A and B of this Agreement.

6.19 Evaluation

- A. The Board, the Administration, and the Association agree that any certified/licensed staff evaluation program will include the following:
 - 1. A uniform instrument for rating members of the certified/licensed staff.
 - 2. A philosophy of evaluation whereby the evaluator will assist the certified/licensed staff member in improving his/her instructional and professional performance.
 - 3. The Struthers City Schools will use the evaluation system as developed by the faculty and administration in as listed in the appendix (L-P).
 - 4. The parties agree as to the need for a comprehensive review of the teacher evaluation system including the development of a new evaluation instrument(s) and protocol. To that end, the Labor Management Committee, with input from the Building Communications Committees and other faculty members appointed by the Association and administrators appointed by the Superintendent will review the current evaluation system. Recommendations for any needed modifications to the evaluation process including the corresponding evaluation instruments will be made with sufficient time prior to the beginning of any school year to allow for the implementation of any changes. Such recommendations and/or changes in the evaluation process shall be subject to approval by the Board and the Association.
- B. The work performance of all certified/licensed staff shall be evaluated in writing. All teachers will be evaluated by a principal or assistant principal within a building in which the staff member is assigned for a majority of the day, or by the Director of Instruction.

All limited contract teachers will be evaluated at least twice but no more than four (4) times in each year. The first of these evaluations shall be conducted between September 15 and December 1 and at least one additional evaluation shall be conducted between January 15 and March 31.

All tenured certified/licensed staff shall be evaluated at least once every three (3) years. These evaluations shall be conducted by April 30.

- C. The Superintendent shall evaluate when requested by the certified/licensed staff member or principal, or when the Superintendent desires to do so, in accordance with the timelines set forth in Paragraph B. The Association and the Board may agree to waive timelines in extenuating circumstances.
- D. Each evaluation shall require two (2) observations of not less than thirty (30) minutes each. Each observation shall be made in person. There shall be at least a two (2) week period of time between observations unless a shorter time span is mutually agreed to by the certified/licensed staff member and the evaluator.

All monitoring or observation of the work of a certified/licensed staff member shall be conducted openly and with the full knowledge of the certified/licensed staff member. The use of eavesdropping, public address or audio systems and similar surveillance devices shall be strictly prohibited.

- E. The evaluation conference shall be conducted between the evaluator and the certified/licensed staff member within ten (10) calendar days of the second observation in each evaluation cycle. A copy of the written evaluation shall be submitted to the certified/licensed staff member at the time of such evaluation conference. The certified/licensed staff member shall have the opportunity to review the evaluation report with the evaluator. All evaluations shall be based upon valid criteria for evaluating professional growth. No teacher evaluation will include reference to standardized and/or state mandated testing results.
- F. In the event that a teacher is found to have professional difficulties, the written evaluation must include specific recommendations regarding needed improvements and the means by which the teacher may obtain assistance in making such improvements.
- G. This evaluation process shall be the sole procedure used in the Struthers City Schools for the evaluation of teaching personnel and shall supersede §3319.111 O.R.C.

6.20 Building Communications Committees

A Building Communications Committee shall be established in each building. The role of the Building Communications Committee is to review building level issues of concern and reach consensus on possible action(s).

Membership in the Building Communications Committee shall minimally include the building administration and the SEA building representative, and the LMC representative, in addition to the following number of SEA members:

Elementary	Grades K-4	four (4) members
Middle School	Grades 5-8	three (3) members
High School	Grades 9-12	three (3) members

The faculty of each building will elect the representatives to the Building Communications Committee by secret ballot prior to September 15th and the Committee shall meet monthly thereafter. At its first meeting in October, the Building Communications Committee will elect a chairperson for the year by secret ballot. Neither the building principal, SEA building representative, or LMC representative may serve as chairperson.

The chairperson, in cooperation with the building principal, will schedule one (1) committee meeting per month. The agenda for meetings shall be developed by the chairperson and building principal, who will distribute the agenda to the other committee members at least twenty-four (24) hours prior to the meeting.

Additional meetings of the committee may be called if jointly approved by the chairperson and the building principal.

The chairperson shall designate a member of the team to serve as secretary at each session. This person shall be responsible for providing minutes of the meeting for general staff distribution, which will be within five (5) days of the committee meeting.

Unresolved Building Communications Committee issues may be referred to the Labor Management Committee for further discussion and possible resolutions.

Meetings of the Building Communications Committee shall not deal directly with the implementation or administration of the negotiated agreement.

The Building Communications Committee, their meetings, discussions that take place, and resolutions reached shall in no way be construed as collective bargaining agreement negotiations, or in any way replace or circumvent the grievance procedure.

6.21 Non-Teaching Duties

- A. The Board and the Association agree that a certified/licensed staff member's primary responsibility is to teach students and that his/her energy should be utilized to this end. The Board and the Association recognize that certified/licensed staff aides and part-time clerical and non-certified staff employees are useful and necessary in order to implement this principle. Therefore, such personnel may be utilized as much as possible for items such as the following:

1. To supervise study halls, playgrounds, cafeterias, corridors, bus students, or detention.
 2. To assist the certified/licensed staff with typing, duplicating, collecting money, attendance, visual aides, correcting papers and themes, distributing milk, plus many miscellaneous details.
 3. To assist the principal by answering the phone, taking care of supplies, typing, duplicating visual aides, inventory of books, dispensing library books, keeping records up to date, and other miscellaneous details.
- B. Certified/licensed staff shall not be required, nor requested, to drive pupils to activities which take place away from school buildings. The certified/licensed staff are to provide leadership in the coordination of the transportation of the students.
- C. The schedules for custodians and janitorial technicians should be arranged to accommodate certified/licensed staff's work schedules.

6.22 Vacancies

6.221 Vacancy Defined

- A. A vacancy shall be defined as any open or newly created position (administrative and/or instructional) which the Board determines to fill for which a member of the bargaining unit may be eligible.
- B. The Superintendent shall determine whether or not to recommend filling the vacancy to the Board within sixty (60) days following any action that causes a previously-held position to be vacated. Notwithstanding the above, positions vacated after the beginning of the school year may be filled by the employment of long-term substitutes.

Positions vacated for a full school year by reason of a leave of absence of a bargaining unit member may be filled by the employment of long-term substitutes. No more than three (3) such long-term substitutes may be utilized in any school year without the approval of the Association.

- C. At the primary and intermediate (K-8) levels, postings shall begin no later than April 30 when class sizes dictate that a new grade level position is necessary due to fluctuations in class size as students progress through the system.

6.222 Posting of Vacancies

- A. When it has been determined by the Superintendent that a vacated position shall become a vacancy or that a new position shall be created, the Superintendent or his/her designee shall post notice of

such vacancy within three (3) days of said determination on the faculty bulletin board in each school building. The Association President shall be given a copy of each notice of vacancy on or before the date of its posting, and, upon request, a list of all applicants at the closing of each posting. During the summer recess, such notice shall be electronically transmitted via staff and personal E-mail accounts.

- B. Each notice of vacancy shall include the building(s) in which the vacancy exists, the grade level of the students to be supervised, and the qualifications required of each applicant. The qualifications required of any employee bidding on a vacant position shall be determined by the Superintendent and shall be consistent with the duties and responsibilities of the vacant position. In the case of a newly-created position(s) or a position(s) outside of the Bargaining Unit, said notice shall also stipulate the compensation for the position.

6.223 Filling of Vacancies

- A. Employees shall have five (5) work days to bid on the initial posting of a vacancy. After June 1, the posting shall be for ten (10) days. Day shall be defined as a day that the Board office is open.

All vacancies which occur after July 15th will be posted for five (5) days.

When the qualifications of two or more employees who have made a timely bid on a vacancy are deemed equal, preference shall be given to the one with the greatest seniority.

A bargaining unit member shall not apply for a transfer for the remainder of the school year once s/he has filled a vacancy.

6.23 Transfer

6.231 Definition

A transfer shall be defined as the movement of an employee from a teaching assignment:

- A. In one building to another building.
- B. In one area of certification/licensure to another area of certification/licensure
- C. In one grade level to another grade level.

6.232 Types of Transfer

Transfers shall be of two (2) types: voluntary and involuntary.

1. Voluntary Transfer

- a. A voluntary transfer is a transfer that is initiated by the employee.
- b. Voluntary transfers shall be based on the posted qualifications. If all advertised qualifications are equal, then seniority shall be the determining factor with the most senior employee being awarded the transfer. All voluntary transfers shall be awarded in accordance with the provisions of Section 6.223.
- c. All unsuccessful applicants seeking a voluntary transfer to a vacant position shall receive written notice of the name of the successful applicant within two (2) school days after Board action to fill the position.

2. Involuntary Transfer

- a. An involuntary transfer is a transfer that is initiated by the administration.

Transfer shall never be used as a means of discipline.

- b. When it becomes necessary to implement an involuntary transfer, said transfers shall be based on the posted qualifications and, if all advertised qualifications are equal, then seniority shall be the determining factor with the least senior employee subject to transfer.
- c. Prior to the implementation of an involuntary transfer, the employee's immediate supervisor shall confer with the employee explaining the reason(s) for the transfer and lending assistance to the employee in making a smooth transition to the new assignment.

6.233 Assignment and transfer of certified/licensed staff within the school system is the responsibility of the Superintendent of Schools.

6.24 Labor Management Committee

6.241 A Labor Management Committee ("LMC") shall be maintained for the purposes of enhancing communication between the Association and the Board. The Superintendent and the Association President and Vice-President shall each be members of the LMC in addition to one (1) teacher member from each building appointed by the Association President, who shall also serve on their respective Building

Communications Committee, and one (1) administrator from each building. The LMC shall meet at least four (4) times per school year.

6.242 The Federal Mediation and Conciliation Service (FMCS) or other agreed upon consultants shall provide consultation and training for all LMC members as needed.

6.243 Released time shall be provided during the workday for training and four (4) meetings of the LMC.

6.25 Inclusion

6.251 Definitions

A. Inclusion

Inclusion, or inclusive education, is the provision of education and supplemental services to all special education students in the regular classroom setting for all or a substantial part of the school day.

B. IEP

An IEP is an "Individualized Education Program." It is a written document which establishes an individual plan for a specific student who is identified as having needs which qualify the student as a person entitled to special assistance under the Individuals with Disabilities Education Act. An IEP is put together by a committee of specialists familiar with the student, which may include a school psychologist, counselor, teacher, nurse, physician, or administrator. Parents have the right to participate and to attend meetings held to develop the IEP. The IEP drives the services to be provided and the placement of the child in regular and/or special education programs. The IEP is reported on an IEP form and includes a statement of the educational level of the child, the annual goals (including short-term instructional objectives), a statement of the specific education and all supplemental services to be provided to the child, the personnel who should provide those services, and the extent to which the child will be able to participate in regular education programs, date of initiation of services and expected duration, and evaluation procedures.

C. Least Restrictive Environment

Least Restrictive Environment means that, to the maximum extent appropriate, children with a disability, including children in public or private institutions or other care facilities, are educated with children who do not have a disability, and that special classes, separate schooling, or other removal of children with a disability from the regular educational environment occurs only when the nature or severity of the disability is such that education in regular classes with

the use of supplementary aids and services cannot be achieved satisfactorily. Mainstreaming is the practice of including students assigned to a special education program in some regular classroom activities. Inclusion is a method of achieving the least restrictive environment, and may include mainstreaming in some models.

- 6.252 Classroom teachers who have assigned to their class a student who has been identified as disabled under the Individuals with Disabilities Act (IDEA) for that specific subject area may be part of the student's team which develops the student's Individualized Educational Plan (IEP) and will have direct input into the development of the student's IEP. This provision shall not be applicable for students with an IEP solely for speech. Regular education teachers shall receive a copy of the IEP.

Teachers who feel that a student has been misplaced may request a meeting of the IEP Team to review the student's placement after first consulting with the Special Education staff involved and the Supervisor of Special Education.

6.253 Staff Training

The Board will cooperate with the teachers in accessing training, inservice programs, materials, and professional assistance to enable the teacher to implement the student's IEP.

If said training takes place during the regular workday, the teachers involved will be released from their regular duties without loss of pay. If said training takes place outside the regular workday, the teachers involved will be compensated in accordance with Article VII (Compensation) of the Collective Bargaining Agreement.

- 6.254 To the extent required by law, the Board will make every effort to meet the students' special needs as defined in the IEP.

- 6.255 If more than five (5) students with an IEP are included in any regular classroom, that classroom shall be comprised of one (1) certified/licensed regular education teacher and the services of either one (1) certified/licensed special education teacher or a qualified licensed paraprofessional to the extent necessary and as determined by the administration in consultation with the regular education teacher. The numeric limitations of this provision shall not be applicable for students with an IEP who are identified solely for speech, orthopedically handicapped, or occupational therapy/physical therapy. The Administration and the Association will work together to provide and maintain heterogeneous classrooms within buildings and throughout the District, allowing for an equitable placement of students with disabilities in the regular education classroom. This provision shall not apply to physical education, music, or art classes unless specified on the IEP. Nothing herein shall preclude any other teachers with classrooms containing

students with an IEP who do not otherwise qualify for this provision from receiving services as determined by the IEP team. A maximum of ten (10) students with IEPs for other than speech, orthopedically handicapped, or occupational therapy/physical therapy, will be included in any regular classroom unless otherwise approved by the teacher.

Where two (2) professionals are assigned to instruct in an inclusion classroom, they shall collaborate on instructional planning and reports.

The Board shall make every effort to provide additional collaborative planning time during the instructional day. Such planning time shall not replace individual planning time.

- 6.256 Teachers shall not be required to perform any medical procedures with the exception of first aid or be required to perform custodial care (i.e. diapering, toileting, lifting).
- 6.257 Consistent with the provisions of law, the assignment of identified students to classrooms will be made on an appropriate basis.

6.26 Non-Resident Student Attendance

Members of the bargaining unit represented by the Struthers Education Association who are non-residents of the Struthers City School District shall be permitted to have their children attend school in the District tuition-free.

- A. As per ORC 3313.64, no child under this provision may be admitted after the first day of classes in any school year.
- B. Children of bargaining unit members who qualify for special services under an IEP or 504 plan are excluded from this provision.
(Students enrolled in the Struthers School District prior to July 1, 2011 shall be grandfathered into the district.)

6.27 Local Professional Development Committee

6.271 A. Composition

The Struthers Local Professional Development Committee shall consist of seven (7) members. A majority of the members shall be teachers who shall be selected by the Association. The remaining members may be a combination of administrators from the Board office and/or from the building level who shall be selected or appointed by the administration. The committee would be empowered to provide necessary training for the committee members. The training shall include, but not be limited to, information about Senate Bill 230 requirements, by-laws review, Individual Professional Development Plan (IPDP) guidelines, team

building, decision making and role and responsibilities, including committee operation evaluation responsibilities.

B. Terms

1. Teacher LPDC members shall serve rotating terms of 3 years.
2. A term will run from September 1 to August 31.

C. General

1. The Chair of the LPDC shall be an administrator, designated by the Superintendent. The recorder, and all other LPDC decisions shall be determined by a majority vote of the LPDC members present and voting.
2. A quorum shall be necessary to conduct business, and shall consist of 3 teachers and 2 administrators.

6.272 Purpose

The purpose of the LPDC is to review professional development plans, approve continuing education units, approve certificate/license renewals, and develop/suggest/approve professional development activities and inservices.

- A. The LPDC will annually review and revise a plan of operation. The plan will describe the purpose, guiding principles, criteria and processes through which the LPDC carries out its function of determining whether the course work and/or equivalent professional development activities proposed by educators seeking the renewal of a certificate or license, meet the requirements of Ohio's *Teacher Education and Licensure Standards*.
- B. The LPDC will review and revise procedures and forms necessary to the functioning of the LPDC.

6.273 Meetings/Compensation

- A. The committee will meet a minimum of eight (8) times a year. Additional meetings may be called by the LPDC chair with the approval of the superintendent. Each Association member of the LPDC shall be paid \$100.00 per meeting.
- B. Released time may be provided as needed for training and planning of professional development activities and inservices.

6.274 Expenses

Secretarial services, certificate/license tracking services, and secure storage of information and files for the LPDC shall be provided for and/or paid by the Board.

6.275 Appeals Process

There shall be a two step appeals process which shall be:

- A. Reconsideration - the disputee shall meet with LPDC to try to resolve any areas of disagreement. If the disputee and the LPDC cannot resolve areas of difference, the disputee may appeal to a triparte panel. The request for such appeal shall be made in writing to the LPDC chairperson within ten (10) working days of the reconsideration meeting.
- B. The triparte panel shall be composed of:
 - 1. One certified/licensed person from Struthers City School District selected by the disputee.
 - 2. One certified/licensed person from Struthers City School District who is not a committee member selected by the LPDC.
 - 3. One certified/licensed person from Struthers City School District mutually agreed upon by the panel members selected in 1. and 2. If no mutual agreement is reached, the third member will be a certified/licensed person from Struthers City School District chosen by a majority vote of the LPDC.
- C. The panel shall hear the dispute within twenty (20) working days of receipt by the LPDC chairperson of the appeal from the disputee.
- D. The panel shall issue a decision in writing within five (5) days of the conclusion of the triparte panel hearing.
- E. The panel decision shall be binding.
- F. Release time may be provided for meetings of the appeals committee.

6.28 Mentor Teacher Program

6.281 Definitions

- A. Mentor Teacher - a teacher who will provide formative assistance to an Resident Educator.
- B. Resident Educator - a teacher with a 4-year Resident Educator License who will be provided formative assistance by a Mentor Teacher.

- C. Formative Assistance - is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assistance consists of collaboration among professionals to provide adequate diagnosis and assistance to support individual professional achievement.

6.282 Minimal Selection Criteria for Mentor Teachers

- A. The applicant must have a minimum of five (5) consecutive years of teaching experience in the District. First consideration will be given to interested teachers with continuing contracts.
- B. The applicant shall have successfully completed the state-required mentor training program.
- C. The applicant must hold a valid teaching certificate/license. First consideration will be given to interested teachers in the same general area of certification as the Resident Educator.

6.283 Responsibilities

The Mentor Teacher, in concert with the Resident Educator, shall develop a formative assistance plan for the assigned Resident Educator.

A plan for release time shall be provided by the Mentor Teacher for approval by the Principal so that substitutes may be scheduled. This plan shall total thirty-five (35) documented hours during the school year of which there will be the equivalent of five (5) full-day release days for the Mentor Teacher and three (3) full-day release days for the Resident Educator. The remaining fourteen (14) hours will be mutually scheduled during non-classroom time.

The documentation shall be submitted to the appropriate building administrator and the Superintendent.

6.284 Restrictions

- A. The jointly developed formative assistance plan shall not be developed or utilized as a remediation program.
- B. No Mentor Teacher shall participate in any informal or formal evaluation of an Resident Educator, nor make, nor be requested or directed to make any recommendation regarding the continued employment of an Resident Educator.
- C. All interaction, written or oral, between the Mentor Teacher and the Resident Educator shall be regarded as confidential. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.

6.285 Protections

- A. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.
- B. A Resident Educator shall be held harmless in the event that the employer fails or refuses to certify the completion of the program.
- C. A Mentor Teacher shall be held harmless in the event that an Resident Educator fails or does not complete the Resident Educator Program.

6.286 Compensation

- A. Provisions shall be made for the release of each Mentor Teacher for not less than 2100 minutes per year per Resident Educator and such yearly number of minutes shall translate into the equivalent of five (5) full-day release days per Resident Educator. Though it is recommended that no Mentor Teacher shall work with more than one Resident Educator, the maximum number of Resident Educators a Mentor Teacher may have is two (2) per year.
- B. Coverage needs brought on by exceptional circumstances will be provided by alternate methods to be determined jointly by the building Principal and Mentor Teacher.
- C. In addition to the released time, each Mentor Teacher shall receive a supplemental contract for five hundred dollars (\$500) for each Resident Educator, plus an additional stipend amount should funds remain available to the Board for that purpose by grants through the County Educational Service Center.

6.287 Program Review/Revisions

Mentor Teachers shall meet on a periodic basis for coordination purposes. Recommendations for program improvement shall be transmitted to the Superintendent through the Labor Management Committee.

6.29 Student Teacher

Student teachers shall first be assigned to continuing contract teachers who agree to accept such an assignment and meet the qualifications and standards of the cooperating university before being assigned to limited contract teachers who agree to accept such an assignment and meet the qualifications and standards of the cooperating university. No teacher will be required to accept the assignment of a student teacher.

6.30 School Calendar

No winter break shall begin later than December 23. Good Friday and the following Monday will be non-work days, whether during Spring break or otherwise. The Association will be consulted with regard to the selection of the dates for Spring and Winter breaks.

6.31 Teacher on Special Assignment

A teacher appointed as a "teacher on special assignment" cannot serve more than one year in this capacity, without the agreement of the Association.

6.32 Credit Flexibility

- A. For any student who elects to participate in a credit flexibility program, the "teacher of record" will receive the hourly rate as stated in Article VII, Section 7.09. for any time spent beyond the regular school day. The number of hours the teacher is expected to perform in this capacity shall be determined by the Credit Flexibility Committee prior to the approved implementation of the plan. The number of hours may be increased through Committee approval if the circumstances deem it necessary.
- B. Any bargaining unit member who serves on a credit flexibility review committee shall receive release time for all meetings of the committee, or if release time is not provided, said bargaining unit member shall receive compensation for all meetings. Compensation will be at the hourly wage as stated in Article VII, Section 7.09.

ARTICLE VII COMPENSATION

7.01 General Conditions Affecting Salary

A. Placement on Salary Schedules

All teachers performing professional duties shall be paid according to the salary schedule(s) contained in this Agreement.

1. "Vertical" Years of Service

Years of service credit awarded to teachers new to Struthers City Schools shall be consistent with state law. A year of service credit for prior substitute teaching or tutoring experience shall be granted only if the teacher has taught or tutored one hundred twenty (120) days or more in any one (1) school district, with each day consisting of a minimum of four (4) hours.

The district shall give credit on the salary schedule for a maximum of five (5) years' experience in the armed service and/or another school district.

2. "Horizontal" Placement for New Hires

Teachers new to the District should be compensated horizontally on the salary schedule for educational credits which were designed and obtained to enhance their role as an educator, i.e. that which contributes to a teacher's level of expertise in subject area knowledge or teaching strategies, and/or leads to additional education certification. Only course work/hours/degrees which are obtained after certification which are consistent with the above will be considered for credit. As such, it is anticipated by the parties that credit will not be recognized for courses or degrees from professional schools such as medicine, law, etc., or courses which are necessary to qualify for a different profession or vocation, such as real estate sales, unless such courses or degrees otherwise meet the aforementioned criteria. Initial salary determinations are within the discretion of the Superintendent or his/her designee and such placements will be deemed final upon acceptance of employment and not subject to further challenge by grievance or otherwise.

- B. Salary will be divided into twenty-four (24) equal units, on the fifteenth (15th) and thirtieth (30th) of each month and the twenty-eighth (28th) of February. Supplemental contracts which are compensated at a rate equal to or less than six percent (6%) of the base will be paid in one lump sum. For supplemental contracts which are compensated at a rate greater than the six percent (6%) of the base, the bargaining unit member will have the option of payment in either one lump sum or twenty-four (24) installments. This provision shall be implemented during the life of this contract.

All members will participate in mandatory direct deposit of paychecks in up to two (2) financial institutions of their choice. Notification of direct deposit and electronic pay stub will be sent to up to two (2) e-mail accounts.

- C. If a staff member has been overpaid or underpaid, the Treasurer will make necessary adjustments to correct the error. Reasonable arrangements will be made for an installment plan to repay overpayments.

7.02 Advancement on Salary Schedule for Academic Training

- A. To be accepted for increased salary credit and horizontal movement on the salary schedule beyond initial placement, all graduate hours for current employees must be:
1. From an accredited college or university; and
 2. Within the teacher's teaching field and/or area of certification/licensure and are designed to enhance the applicant's present position with the

District; or

3. Part of a university-approved program of graduate study toward an advanced degree in the field of education; or
 4. Part of a state approved program directed toward the maintenance of or the gaining of additional certification/licensure in the field of education.
 5. As such, it is anticipated by the parties that credit will not be recognized for courses or degrees from professional schools such as medicine, law, etc., or courses which are necessary to qualify for a different profession or vocation, such as real estate sales, unless such courses or degrees otherwise meet the aforementioned criteria.
- B. All hours referred to in salary columns are semester hours. Hours completed prior to the effective date of this Agreement are grandfathered.
- C. Effective Dates

The teacher shall be advanced to higher academic training level columns twice each year following completion of the requirements for the appropriate column. Salary adjustments shall begin with the first pay in September. Transcripts affecting such salary changes must be filed with the designated Central Office administrator by September 1. The second date for submission will be January 15th. Salary adjustments will begin with the last pay in January. Written verification may be submitted to temporarily act as a transcript but must be replaced by an official transcript as soon as possible.

7.03 Salary Schedules

0% 2011-2012

0% 2012-2013 One-time non-step Instructional Stipend for all non-steppers: the equivalent of the difference from step 1 to step 2, paid over 24 installments.

0% 2013-2014 One-time non-step Instructional Stipend for all non-steppers: the equivalent of the difference from step 1 to step 2, paid over 24 installments.

7.04 Salary Schedule Effective June 30, 2011

0% base salary increase.

Annual Increments 5.0%, and 6.0% of Base Salary with

Training Differentials of -12%, +5%, +10%, +15%, +20%

<u>Step</u>	<u>Pre-Degree</u>	<u>Bachelors Degree</u>	<u>Degree +18</u>	<u>Masters Degree</u>	<u>Masters +15</u>	<u>Masters +30</u>
1	\$27,383	\$31,117	\$32,673	\$34,229	\$35,785	\$37,340
2	28,939	32,984	34,540	36,096	37,652	39,207
3	30,495	34,851	36,407	37,963	39,519	41,074
4	32,051	36,718	38,274	39,830	41,386	42,941
5	33,606	38,585	40,141	41,697	43,253	44,808
6	35,162	40,452	42,008	43,564	45,120	46,676
7	36,718	42,319	43,875	45,431	46,987	48,543
8	38,274	44,186	45,742	47,298	48,854	50,410
9	39,830	46,053	47,609	49,165	50,721	52,277
10	41,386	47,920	49,476	51,032	52,588	54,144
11	42,941	49,787	51,343	52,899	54,455	56,011
12	44,497	51,654	53,210	54,766	56,322	57,878
13	46,053	53,521	55,077	56,633	58,189	59,745
14	47,609	55,388	56,944	58,500	60,056	61,612
15	49,165	57,255	58,811	60,367	61,923	63,479
16			60,678	62,234	63,790	65,346
17				64,101	65,657	67,213
*23	50,721	59,122	62,545	65,968	67,524	69,080
*27	52,277	60,989	64,412	67,835	69,391	70,947

*23 steps = 22 years for longevity.

*27 steps = 26 years for longevity.

7.05 Supplementary Pay

<u>Indexed Positions</u>	<u>Percentage of Base</u>
Athletic Director	23%
Band Director	22%
Assistant Band Director	9%
Baseball – Head Coach	12%
Assistant Baseball (2)	6%
Basketball (Boys) – Head Coach	22%
Assistant (2)	14%
Assistant	11%
Assistant (2)	10%
Basketball (Girls)– Head Coach	22%
Assistant (2)	14%
Assistant	11%
Assistant (2)	10%
Bowling (Boys) – Head Coach	12%
Bowling (Girls) – Head Coach	12%
Jr. Varsity/Varsity Cheerleader Coach	12%
Freshman Cheerleader Coach	6%
Middle School Cheerleader Coach	6%
Choral Director	14%
Cross Country Coach	12%
Assistant Middle School	6%
Fitness Training Coordinator	4%
Football – Head Coach	22%
Assistant Varsity Football (5)	14%
Assistant Varsity Football (5)	12%
Golf – Head Coach (Boys')	12%
Golf – Head Coach (Girls')	12%
Hopewell Advisor	10%

Positions

Junior Class (2)	8%
Senior Class (2)	10%
Soccer – Head Coach (Girls')	12%
Softball – Head Coach	12%
Assistant Softball (2)	6%
Tennis Coach (Boys')	12%
Tennis Coach (Girls')	12%
Ticket Manager	15.5%
Track – (Co-ed Program) Head Coach	15%
Assistant (6)	6%
Volleyball (High School)	12%
Assistant	6%
Assistant Middle School (2)	10%

Positions

Art Club	<u>2%</u>
Audio-Visual Director	<u>3%</u>
Choral Assistant	<u>5%</u>
Danceline	<u>5%</u>

Department Heads

English - HS & MS	<u>3.5%</u>
Global Language Arts	<u>2%</u>
Math - HS & MS	<u>3.5%</u>
Reading - Elem. & MS	<u>3.5%</u>
Science - HS and MS	<u>3.5%</u>
Social Studies - HS & MS	<u>3.5%</u>
Specialists - HS & MS	<u>3.5%</u>
Drama Club Advisor (TWO SHOWS)	<u>8%</u>
Assistant (TWO SHOWS)	<u>3.5%</u>
French Club	<u>2%</u>
Future Teachers Organization	<u>2%</u>
Interact Club	<u>2%</u>
Lead Mentor	<u>2%</u>
Mock Trial	<u>2%</u>
Medical Careers Club	<u>2%</u>
National Honor Society	<u>3.5%</u>
Pep Club	<u>2%</u>
Spanish Club	<u>2%</u>
Student Council Advisor	<u>2%</u>
Student Prints Advisor	<u>3%</u>

C. Middle School Supplementals:

SMS Yearbook	<u>1.5%</u>
SMS Newspaper	<u>1%</u>
SMS Science Advisor (Science Fair)	<u>1%</u>
SMS Student Council	<u>1%</u>
DI Coordinator	<u>1%</u>
Drama Club Advisor (one show)	<u>1%</u>
SMS Pep Club	<u>1%</u>
Taps Advisor	<u>0.5%</u>
Math Counts Advisor	<u>0.5%</u>
SMS English Festival	<u>0.5%</u>
Talent Show Coordinator	<u>0.5%</u>
Band After School Ensemble (one show)	<u>1%</u>

7.06 Extended Service Positions

7.061 Guidance Counselor

Guidance Counselors. (High School 15 days, Middle School 10 days, and Elementary School 10 days). (Daily rate calculated by dividing the regular salary by 183).

7.062 School Psychologists

School term plus ten (10) days at daily rate (calculated by dividing regular salary by 183).

7.063 OWE/CBE

(1) OWE Personnel up to 15 days, upon request - 1/183 (Daily rate) (payment made upon verification of work).

(1) Library & Media up to 15 days, upon request - 1/183 (Daily rate)

7.064 Director of Athletics

School term plus ten (10) half (1/2) days at daily rate (calculated by dividing regular salary by 183).

7.07 Payroll Deductions

A. The Board agrees to deduct, from the salaries of its certified/licensed staff, dues for professional organization memberships in accordance with procedures established in cooperation with the Treasurer of the Board.

B. The Treasurer will receive, not later than October 1 of each school year, signed authorization cards for all members of the professional organizations who desire payroll deductions for dues. Failure to comply with the deadline shall eliminate dues collection for that person for a period of one year.

C. Payroll Deductions

The Board shall provide for the following payroll deductions for Employees:

1. Federal Income Tax
2. Ohio State Income Tax
3. Struthers City Income Tax
4. State Teachers Retirement System
5. Association Dues/Representation Fees
6. Group Income Protection Insurance

7. Cancer Insurance
8. Tax Sheltered Annuities
9. Struthers Federal Credit Union
10. Voluntary Political Contributions
11. Purchase of STRS Service Credit
12. Ohio Tuition Trust Authority
13. U.S. Savings Bonds
14. Medicare, where required
15. United Way
16. Local Financial Institutions (direct deposit)

D. Other payroll deductions may be provided for as approved by the Board upon the recommendation of the Treasurer.

7.08 Car Allowance

A certified/licensed staff member who is not provided with a car, and who is authorized to use his/her own automobile in pursuance of assigned school duties, shall be reimbursed at the IRS rate in effect at the time of the travel per mile. All claims for reimbursement shall be made upon forms provided by the Board. No reimbursement for car use shall be made except upon prior written authorization given by the Superintendent, upon said forms with actual trip mileage logged and as reconciled by the Treasurer. The Superintendent must give signed approval for payment.

7.09 Hourly Wage

When members of the bargaining unit perform work which is paid an hourly wage, the rate of pay for said hourly work shall be twenty-five dollars (\$25.00) per hour.

7.10 STRS Pickup

A. The total annual salary and salary per pay period for each member shall be the salary otherwise payable under this Agreement as amended. The total annual salary and salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the State Teachers Retirement System ("STRS") to be paid as an employee contribution by said member. This amount shall be paid by the Board to STRS on behalf of said member as a "pickup" of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries otherwise payable under this Contract as amended (including pickup amounts) and its employer

contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

- B. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup". The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary less the amount of the "pickup". The Board shall report for municipal income tax purposes as a member's gross income said member's total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- C. The pickup shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

ARTICLE VIII FRINGE BENEFITS

8.01 Insurance

- A. The Board of Education will fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Mahoning County Schools School Employees Insurance Consortium. The Board shall provide health, prescription, dental and vision coverage through MCSEIC. The coverage shall be standardized MCSEIC specifications in effect on July 1, 2010. The medical and prescription benefit plan offered to employees shall be the Core Plan as defined by the Mahoning County School Employees Insurance Consortium effective July 1, 2010. Additionally, eligible employees may participate in the dental and vision plans effective July 1, 2011 offered by the MCSEIC. The Board shall pay the following percentages of the premium for all full-time employees, eligible spouses and eligible dependents per applicable state and/or federal law.

100% 2011-2012

96% 2012-2013

92% 2013-2014

Premium Holiday: When the Board receives a premium holiday from their insurance carrier or provider, all employees required to pay a premium percentage (%) will not have to make such payment at that time. The monies saved due to any medical and/or prescription premium holiday will be placed in a Health Care Fund. If an assessment is required by the Mahoning County Insurance Consortium at the conclusion of their 18 month review, that

assessment will be paid from this fund. The fund will be reviewed no later than May 15th of each year of this Agreement, and 70% of the balance in the fund will be divided proportionally among all SEA members (according to their placement on the salary schedule and their status as full or part time employees), and paid as a lump sum salary increase no later than the second pay of June in each year of this Agreement. Monies from this fund will be used for no other purpose until after the annual disbursement to SEA members, at which time the remaining 30% may be used at the discretion of the Board. The Board will provide the Association with all documentation concerning premium holidays and assessments within three (3) working days of their occurrence.

Prescriptions are mandatory mail starting with the third refill and mandatory generic under both retail and mail order drugs.

- B.
 - 1. An employee's spouse who is enrolled for coverage with the district who has retired and has access to continuous group health care coverage pursuant to his/her retirement, must enroll in the retirement health insurance plan for at least single coverage.
 - 2. An employee's spouse who is enrolled for coverage in the district and who is employed for a minimum of twenty (20) hours per week by a school district covered by the Mahoning County Insurance Consortium must enroll in his/her employer's health insurance for at least single coverage.
 - 3. If an employee's spouse is eligible to receive benefits where he/she works that cost \$300 per month or less for single coverage, he/she must take that coverage. If the spouse is eligible for benefits that cost more than \$300 per month for single coverage, the spouse can be covered under the employee's benefit package. If the spouse is unemployed or self-employed with no benefits, he/she is eligible under the employee's benefit package as a dependent.
- C. An employee's spouse is deemed to have "access to continuous group health insurance" coverage when:
 - 1. The spouse can enroll in his/her employer's health insurance plan, or;
 - 2. The spouse elects not to enroll in his/her employer's plan but receives a stipend or higher salary, or the spouse could have taken the health plan and not taken the stipend; or
 - 3. The spouse receives a "cafeteria" or similar plan benefit from the spouse's employer that allows the spouse the choice of health insurance, life insurance, annuity premium, or other benefits, or;

4. The spouse is the owner, partner, or has a form of proprietary interest in an enterprise that provides no cost health benefits to its employees.

- D. The Board shall contribute \$2400 annually (\$200 monthly) to every employee's Section 125 Plan for each year the employee's spouse cannot enroll for coverage with the district, and spousal secondary coverage is not elected by the employee. Employees who choose spousal secondary coverage do not qualify for this contribution.

An annual enrollment period for this provision will be set by the Treasurer.

- E. Dental insurance shall cover the employee and dependent spouse and children.
- F. Optical insurance shall cover the employee and dependent spouse and children.
- G. Life insurance is provided in the amount from a minimum of \$20,000 to a maximum of \$50,000 or an amount equal to the member's salary rounded to the nearest \$1,000, whichever is the lesser. Life insurance benefits reduced to 65% of the amount of annual salary on the first day of the policy month which coincides with or follows the day of the member's sixty-fifth (65th) birthday and further reduces to fifty (50%) of the amount shown as annual salary on the first day of the policy month which coincides with or follows the member's seventieth (70th) birthday. The same provision applies if the member is 65 years or older prior to the date of becoming insured.

The Board will purchase a \$5,000 paid-up life insurance policy for each retiree. The employee will have the option to purchase additional amounts at the same rate.

- H. Employees on an approved leave of absence or on a RIF recall list will be continued on insurance coverage under the following conditions:
1. Personnel on approved leave of absences may continue coverage if arrangements are made with the Treasurer at the time the leave of absence is approved by the Board or two (2) months before the leave of absence begins.
 2. Hospitalization coverage can be continued with the carrier with whom the Board is under contract, consistent with COBRA, if the prevailing current premiums are paid.
 3. Life insurance, prescriptive drugs and dental coverage can be continued for only two (2) months starting with the first day of the leave of absence.

4. Individuals must pay two (2) months' premiums on all insurance coverage to the Treasurer before the first month in which the leave of absence begins. Thereafter, individuals will maintain payments one (1) month in advance of premium due dates.

- (a) Failure to pay premiums on time will result in the individual being dropped from group coverage and converted to direct pay for hospitalization.
- (b) Because there is no system for an individual to revert to a direct pay system for life insurance, optical, prescriptive drugs and dental, it will be the individual's sole responsibility for making arrangements for said coverage.

5. No refund of premiums will be made if the subscriber cancels coverage within the first two months.

I. Section 125 Plan

Part I - Insurance Opt-Out Program

Bargaining unit members who will be eligible for the opt-out program will be:

1. Members who are enrolled in the insurance program as of September 30, 1996 and continue to be eligible for medical insurance.
2. All new employees who are eligible for the insurance program and are employed October 1, 1996.
3. Where two bargaining unit members are married to each other, neither bargaining unit member is eligible for the opt-out program.

Each member must notify the Board Treasurer in writing of his/her intent to opt out of the insurance program.

Each member opting out of the program must remain out of the program for the entire period of time from October 1 to September 30 of the following year and must be actively employed through the last day of the school year to be eligible for reimbursement.

Persons who are eligible for this program and who are enrolled in the family coverage or new employees eligible for family coverage opting out shall be reimbursed \$2000 annually.

Persons who are eligible for this program and who are enrolled or eligible for single coverage or new employees eligible for single coverage opting out shall be reimbursed \$1000 annually.

Each eligible member opting out of the Board approved insurance program shall be reimbursed the second pay in August of the opt out year.

Any bargaining unit member who elected to opt-out of the Board-approved insurance program and who involuntarily loses other insurance coverage will be permitted to re-enroll in the Board-approved insurance program subject to the provisions of the contract with the carrier. Notice of intent to enroll will be provided the Treasurer as soon as possible after the involuntary loss of coverage and will become effective subject to the provisions of the contract with the carrier. A bargaining unit member returning to the insurance program will be paid the prorated amount earned prior to opting back in minus the cost of COBRA coverage (if any). Additional COBRA costs (if any) will be paid by the Board.

Any bargaining unit member who elected to opt-out of the Board approved insurance program may enroll in the program beginning with September of each year. For enrollment in September, a request for enrollment must be made in a timely fashion subject to the provisions of the contract with the carrier.

A bargaining unit member who opted-out of the insurance program and wishes to re-enroll due to the involuntary loss of insurance coverage shall only receive the insurance incentive monies on a prorated basis for the period of time that s/he had opted-out for that opted-out year on a pro-rata basis.

Part II - Tax Sheltering of Employee Deducted Insurance Premium

The Board shall maintain a Section 125 Plan to enable employees to pay for their Premium contributions with pre-tax dollars.

The administrative fee for the Section 125 Plan will be paid by the Board.

Part III - Medical and Dependent Care Reimbursement Programs

The Board shall maintain medical and dependent care reimbursement programs. Participation in such programs shall be at the option of each employee. Each program shall be funded through pre-tax monies contributed by the employee through payroll deduction.

Each participating employee may contribute up to a maximum of \$5000 per program per calendar year through payroll deduction.

In those cases where both spouses are employed by the district, the Board shall contribute \$1000 to the reimbursement program.

Unused funds shall be annually contributed to The Struthers Foundation for Education Excellence.

Management reserves the right to select the carrier for these programs subject to consultation with the Struthers Education Association.

- J. The Association President or his/her designee will be provided release time to attend Mahoning County Consortium assembly meetings in December and June.

8.02 Severance Pay

The Board agrees to pay employees for unused sick leave as severance pay upon retirement under the following rules:

- A. Employees will be paid their daily rate according to the following formula based on unused sick-leave accumulation:

- 25% X 300 days (or less) (up to 75)
- 30% X 301- 335 days (90-100)
- 33% X 336 – 365 (110-120)
- 35% X 366+ days (min 128)

- B. Daily rate is to be determined by dividing the employee's final salary by 183.
- C. For employees who shall be age 55 or older during the calendar year of retirement, payment shall be made in two installments, one in the second pay of January in the year after the employee retires and one in the second pay of January in the following year. An employee demonstrates that s/he is retired by cashing his/her first retirement check from STRS. Employees who are age 55 and older during the calendar year of retirement shall have their severance pay deposited into a 403(b) special pay plan as set forth in the attached document 1.

Employees who shall not reach age 55 during the calendar year of retirement shall receive severance pay in a lump sum cash payment by a date selected by the treasurer that is not later than seventy (70) days after the last day of employment. An employee demonstrates that s/he is retired by cashing his/her first retirement check from STRS. Such employees shall have options for the payment of their severance pay in cash or into a voluntary 403(b) plan or a 457(b) qualified deferred compensation plan as set forth in the attached document 1.

- D. If an eligible employee should die while actively employed by the Board, the severance pay shall be paid as a death benefit to his/her beneficiary (as designated for the group life insurance policy).

- E. To be eligible for severance pay, an employee must meet STRS criteria for retirement and have ten (10) years of service to the Struthers City Schools.
- F. If an employee participates in the "Limited Retirement Bonus" set forth in Article 8.05, below, payment of the limited retirement bonus shall be in accordance with that provision.
- G. In order to qualify for severance pay, employees will initiate retirement proceedings no later than three (3) months after separation from the school district.

8.03 Faculty Pass

The Board shall provide each member of the bargaining unit with a faculty pass which shall entitle the bargaining unit member to free admission to any regular home athletic competition or school-related activity and reduced prices (50% off) for tickets to special school-related events.

8.04 Insurance Study Committee

The Parties agree that providing appropriate health care coverage while containing and controlling health care costs is in the long-term best interest of the Board and the Association. Therefore, there will be established an Insurance Study Committee which shall be comprised of three (3) members of the SEA and three members of the administration and/or Board. This Committee will review the District's present insurance coverages in addition to obtaining available information regarding alternative insurance concepts, products, plans, carriers, etc.

This Insurance Study Committee may elect to combine its efforts with other similar committees, including the LMC, and to involve classified employees. The Committee will report findings to the Board and the SEA as requested by either party.

8.05 Limited Retirement Bonus

Each eligible full-time certificated bargaining unit member who retires (other than disability retirement) may elect to receive a limited retirement bonus as set forth below.

8.051 Qualifications and Eligibility

Eligibility for the bonus shall be limited to bargaining unit members who have been in the employment of the Board for a minimum of ten (10) consecutive years. Eligibility will occur at the earliest of the following full service retirement dates:

- A. Completion of a verified 30 years of service credit;

- B. Attainment of age 55 with 25 or more years of verified service credit.
- C. Attainment of age 60 with ten or more years of verified service.

Members wishing to participate must agree to retire on or before June 30th of the school year in which they attain their first service retirement date defined above to obtain the maximum amount of \$12,000. Members who were otherwise eligible but who do not agree to retire in the first year of eligibility as set forth above, may participate for the lesser amount of \$9,000 if they retire on or before the next succeeding June 30. Members who were otherwise eligible but who do not agree to retire in their second year of eligibility may participate for a lesser amount of \$6,000 if they retire on or before the following June 30 of their third year of eligibility (as set forth below in 8.052).

Bargaining unit members who were eligible for service retirement before the effective date of this Agreement who did not choose to participate in prior limited retirement bonus opportunities in their third year of eligibility may participate on a limited basis, in the amount of \$6,000 if they agree to retire on or before June 30, 2010 (as set forth below in 8.052). Members who are eligible under the conditions of this paragraph, and who do not choose to participate in this limited retirement bonus opportunity will not be offered another opportunity.

8.052 Conditions for Participation

The bargaining unit member shall submit, on or before March 31st of the year of retirement, a written statement to the superintendent announcing his/her intent to retire, which shall include the effective date of retirement on or before June 30th, or the first month of retirement eligibility of the applicable year, whichever is later. This statement shall constitute the member's resignation effective on the indicated date of retirement and once approved by the Board, this resignation shall be irrevocable. Hardship exceptions may be made at the discretion of the Board.

A member is eligible only as set forth above.

8.053 Payment of Limited Retirement Bonus

The limited retirement bonus will be paid in two installments: one half ($\frac{1}{2}$) in the second pay of July of the year of retirement and the remaining one half ($\frac{1}{2}$) in the second pay of January of the following year. Bargaining unit members who shall be age 55 during the calendar year of retirement shall have their limited retirement bonus deposited into a 403(b) special pay plan as set forth in the attached document 1.

Bargaining unit members who shall not reach age 55 during the calendar year of retirement shall have options for the payment of their limited

retirement bonus in cash or into a voluntary 403(b) plan or a 457(b) qualified deferred compensation plan as set forth in the attached document 1.

ARTICLE IX EFFECTS OF THE AGREEMENT

9.01 Amendments

This Contract represents the full understanding and commitment between the parties and replaces all previous agreements, both written and/or implied. This Contract may be added to, deleted from, or otherwise changed only by an amendment properly signed by the Board of Education and the Association.

9.02 Implementation

The Board shall change its personnel policies and practices as necessary in order to give full effect and force to this Contract.

9.03 No Reprisals

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

The Association agrees that no reprisals will be taken against Board members, Administrators, Superintendent, or Treasurers.

9.04 Maintenance of Standards

The Board shall maintain all terms, conditions, and benefits of employment provided for in this Contract, at not less than the level in effect as of the effective date of this Contract.

9.05 Agreement in Writing

Upon completion of this Contract, it shall be printed at the joint expense of the Association and the Board. Representatives of the Board and the Association shall proof the final copy to be submitted to the printer. Copies shall be distributed by the Association to the members, and by the Superintendent to the Board and the Administration. Members of the Board shall be entitled to five (5) copies each, and the Superintendent shall be entitled to twenty (20) copies. The Association shall be entitled to at least twenty-five (25) additional copies.

9.06 Duration of Contract

This Contract shall be effective at 12:01 A.M. on June 30, 2011, and shall continue in full force and effect until Midnight June 30, 2014.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year first mentioned above.

FOR THE
BOARD OF EDUCATION



DENNIS S. SPISAK
Board of Education



ROBERT ROSTAN
Superintendent of Schools

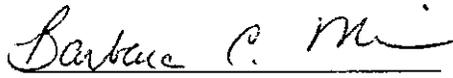


MICHAEL EVANSON
Treasurer

FOR THE ASSOCIATION



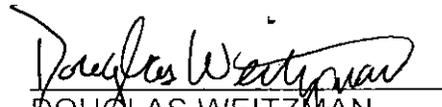
TERRI ROGAN
President, SEA



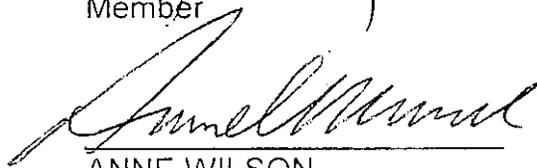
BARBARA MICCO
Vice President, SEA



PATRICK GAIA
Member



DOUGLAS WEITZMAN
Member



ANNE WILSON
Member



CHERYL CHUCK
Observer

Document 1

403(b) SPECIAL PAY PLAN and 457(b) PLAN referenced in Articles 8.02 and 8.05

A. The terms of the 403(b) Special Pay Plan shall include the following:

1. Participation in the 403(b) Special Pay Plan shall be mandatory for any member who meets both of the following requirements:
 - a. The member is 55 years of age or older in the calendar year in which he/she retires.
 - b. The member is entitled to \$1,000 or more severance pay.
2. If a retiring member is a participant in the 403(b) Special Pay Plan, an employer contribution shall be made on his or her behalf under the 403(b) Special Pay Plan in an amount equal to the lesser of:
 - a. The total amount of the participant's severance pay, or
 - b. The maximum contribution amount allowable under the terms of the 403(b) Special Pay Plan.

To the extent that an employee's severance pay exceeds the maximum amount allowable under the 403(b) Plan in the calendar year of payment, the excess amount shall be payable to the 403(b) Special Pay Plan in January of the following calendar year; and if the amount to be paid to the 403(b) Special Pay Plan in January of the following year exceeds the maximum amount that is permitted under the 403(b) Special Pay Plan for such calendar year, the excess shall be paid to the member in cash.

3. The TSA that shall be used for the 403(b) Special Pay Plan shall be the group annuity contract of AIG VALIC. An employee who is a participant in the 403(b) Special Pay Plan shall complete the AIG VALIC enrollment package prior to retirement; and unless and until an employee does so, no contribution of severance pay shall be made to the 403(b) Special Pay Plan on behalf of the member.
 4. If an employee is entitled to have a contribution paid to the 403(b) Special Pay Plan and dies prior to such contribution being paid to the 403(b) Special Pay Plan, the contribution shall nevertheless be paid to the AIG VALIC TSA and shall be paid to a Beneficiary of the member in accordance with the terms of that TSA.
- B. If an employee shall not reach age 55 during the calendar year of retirement, the employee's severance pay shall be payable to the employee in a lump sum cash payment by a date selected by the Treasurer that is not later than seventy (70) days after the last day of the employee's employment. However, in accordance with the requirements of applicable federal income tax law, an employee may elect to have all or a portion of the member's severance pay deferred into a TSA or into a trust, custodial account or annuity

that is intended to be part of a deferred compensation plan that is tax-qualified under IRC Section 457(b) (a "Section 457 Plan").

Now, therefore, subject to the applicable federal income tax law, the SEA and the Board further mutually agree that any such election may be made only if the following requirements are met:

1. The member's election is made prior to:
 - a. In regard to deferrals to a TSA, the date of payment, or
 - b. In regard to deferrals to a Section 457 Plan, the first day of the calendar month in which the payment will be made to the employee.
2. The amount to be deferred to a TSA for any calendar year shall not exceed the contribution limitations that apply under IRC Sections 402(g) and 415, or other applicable federal tax law. The amount to be deferred under a Section 457 Plan for any calendar year shall not exceed the contribution limitations that apply under IRC Section 457(b), 415, or other applicable federal tax law.
3. The Treasurer shall have authority to establish rules relating to the elective deferral of severance pay as shall be necessary to assure compliance with the applicable federal income tax law.
4. If an employee is entitled to a cash payment of severance pay, has elected to defer some or all of it to a TSA or a Section 457 Plan, and dies prior to the date such amount is paid to a TSA or Section 457 Plan, the amount that the employee had elected to be paid to a TSA or Section 457 Plan shall nevertheless be paid to the TSA or Section 457 Plan. If the member had not designated a specific TSA or Section 457 Plan, it shall be paid to the last TSA or Section 457 Plan which had received contributions on behalf of the deceased member; provided, however, that if the member had no TSA or Section 457 Plan, the deferred amount shall instead be paid to the deceased member's estate.

If an employee is entitled to a cash payment of severance pay, to the extent that the member has not elected to defer such amount to a TSA or Section 457 Plan and dies prior to the date of such payment, the amount payable in cash shall be paid to the estate of the member.

- C. All contributions to the 403(b) Special Pay Plan, all deferrals to a TSA or a Section 457 Plan, and all cash payments to members, shall be subject to reduction for any tax withholding or other withholding required by law. Neither the Board, nor the Association, guarantee any tax results associated with the 403(b) Special Pay Plan, deferrals to a TSA or Section 457 Plan, or cash payments made to members.

GRIEVANCE REPORT FORM
Struthers City School District

Grievance No. _____

- Distribution:
- 1. Grievant
 - 2. Immediate Supervisor
 - 3. SEA

LEVEL I

Building	Assignment	Name of Grievant(s)	Date Filed
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A. Date Cause of Grievance Occurred _____

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

C. 1. Statement of Grievance: _____

2. Section or Sections of Agreement claimed to be involved: _____

3. Relief Sought: _____

Signature of Grievant Date

D. Disposition by Supervisor: (to be completed and returned to grievant and Superintendent within five (5) days after meeting.)

Signature of Supervisor Date

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

GRIEVANCE REPORT FORM
Struthers City School District

Grievance No. _____

LEVEL II

(To be sent to Superintendent or designee within *five* days of receipt of disposition by Supervisor.)

Building	Assignment	Name of Grievant(s)	Date Filed
A. Date Cause of Grievance Occurred: _____			
B. 1. Reason(s) why grievance is now at Level II: _____			

2. Restatement of Grievance: _____			

3. Relief Sought: _____			

		Signature of Grievant	Date
C. Superintendent or designee: _____			
		Signature	Date Received
D. Disposition by Superintendent or designee (to be completed within <i>five</i> days after meeting and sent to Grievant, Superintendent, and the Association.)			

		Signature of Superintendent or Designee	Date

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

GRIEVANCE REPORT FORM
Struthers City School District

Grievance No. _____

LEVEL III

(Request for hearing before Board to be made within *five* days following receipt of disposition of grievance in Level II.)

Building	Assignment	Name of Grievant(s)	Date Filed
----------	------------	---------------------	------------

A. Date submitted to Superintendent: _____

B. 1. Reason(s) why grievance is now at Level III: _____

2. Restatement of Grievance: _____

3. Relief Sought: _____

Signature of SEA President Date

C. Received by Treasurer of Board of Education: _____

Signature Date Received

D. Disposition by Board: _____

Signature of Board President Date

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

STRUTHERS CITY SCHOOL DISTRICT
99 EUCLID AVENUE
STRUTHERS, OH 44471

NOTICE OF CANCELLATION OF LEAVE

This form is used to notify the Struthers City School District Office that a day(s) of prior/approved leave was not utilized as scheduled. Upon receipt of this form, leave previously charged will be restored.

NAME _____ BUILDING _____

SOCIAL SECURITY NUMBER _____

LEAVE DATE(S) _____

____ Professional

____ Personal

____ Sick Leave

____ Vacation

____ Other, please specify _____

Date _____

Employee Signature

Principal

Building

APPLICATION TO USE DAYS FROM SICK LEAVE BANK
Struthers City School District
CONFIDENTIAL

NAME: _____

BUILDING: _____

NUMBER OF DAYS REQUESTED: _____

REASON: _____

NAME OF PHYSICIAN: _____

ADDRESS: _____

TELEPHONE: _____

I have or will have used by _____ all of my own sick leave and exhausted the advances to which I am entitled.

Date

Signature

Return to Superintendent

Approved: _____
Superintendent

Treasurer

SEA President

FMLA FORM

HEALTH CARE PROVIDER'S CERTIFICATION FOR EMPLOYEE'S SERIOUS HEALTH CONDITION

To Health Care Provider: _____ (Name of Employee)

has applied for family or medical leave from the Struthers City School District.

Employee is employed as a _____ Please (name of position)

complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that I have physically examined Employee and have determined that she/he has a serious health condition.

This serious health condition began on _____ (Date) and will continue until _____ (Date). (Indicate whether actual _____ or estimated _____).

Please provide appropriate medical facts: (attach separate sheet if necessary).

I also certify that the Employee is unable to perform the essential job functions of her/his position.

The Employee will continue to be under my care for treatment, and I will give Struthers City Schools District a monthly update in writing on the Employee's condition.

Health Care Provider (Please print or type.)

Return this form to:

Signature

Superintendent Struthers Board of Education 99 Euclid Avenue Struthers, Ohio 44471

Telephone Number

Date

FMLA FORM

**HEALTH CARE PROVIDER'S CERTIFICATION FOR SERIOUS
HEALTH CONDITION OF EMPLOYEE'S SPOUSE, CHILD, OR PARENT**

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the Struthers City School District. Please complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that Employee is needed to care for her/his child/spouse/parent because such relative has a serious health condition.

This serious health condition began on _____ (Date) and will continue until _____ (Date). (Indicate whether actual _____ or estimated _____).

Please provide appropriate medical facts and indicate why Employee is needed to care for the relative: (attach separate sheet if necessary).

The Employee will have to care for her/his relative until _____ (Date)

(Indicate whether actual _____ or estimated _____).

Health Care Provider (Please print or type.)

Signature

Telephone Number

Date

Return this form to

Superintendent
Struthers Board of Education
99 Euclid Avenue
Struthers, Ohio 44471

FMLA FORM

**HEALTH CARE PROVIDER'S CERTIFICATION FOR EMPLOYEE
REQUEST FOR INTERMITTENT LEAVE OR REDUCED-WORK SCHEDULE**

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the Struthers City School District. Please complete the information below so that the employee's eligibility can be determined.

_____ Employee has requested intermittent leave or a reduced-work schedule for planned medical treatment. Indicate below the dates on which treatment is expected to be given and the duration of treatment.

_____ Employee has requested intermittent leave or a reduced-work schedule for her/his own serious health condition. Indicate below the medical necessity and expected duration of such leave.

_____ Employee has requested intermittent leave or a reduced-work schedule to care for a child/spouse/parent. Indicate below why leave is necessary for the care of the relative and how it will assist in their recovery and the expected duration and schedule of such leave.

Please provide appropriate medical facts: (attach separate sheet if necessary).

Health Care Provider (Please print or type.)

Signature

Telephone Number

Date

Return this form to

Superintendent
Struthers Board of Education
99 Euclid Avenue
Struthers, Ohio 44471

FMLA FORM

HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK

I hereby certify that I have physically examined _____
(Employee) and have determined that she/he is able to resume all the essential job
functions of her/his position and so is eligible to return to work in the Struthers City
School District.

The following limits exist or accommodations are necessary to resume her/his
essential job functions:

Health Care Provider (Please print or type.)

Signature

Telephone Number

Date

Return this form to

Superintendent
Struthers Board of Education
99 Euclid Avenue
Struthers, Ohio 44471

**PHILOSOPHY OF TEACHER EVALUATION
Struthers City Schools**

We believe that a teacher's competence is related to performance in the teaching-learning environment and that evaluation of performance should be serious, positive, and non-threatening.

Purpose of Teacher Evaluation

The only real purpose of teacher evaluation is to improve performance.

Responsibilities of Teacher Evaluation

1. Board of Education Responsibility

A school system has the responsibility to create and foster a climate for the professional growth of its employees.

2. Administrative Responsibility

Administrators will consider teacher evaluation one of their most important functions and will guide and support teaching and learning.

3. Teacher Responsibility

Each teacher has the responsibility to continually reassess his/her instructional effectiveness.

**DEFINITION OF TERMS
FOR
TEACHER EVALUATION INSTRUMENT**

I. DEFINITIONS

- a. Supervision: The art of assisting in the improvement of the instructional program and the delivery of said program. It provides direction to either the total instructional effort or to a specific area of the curriculum. Supervision encompasses the diagnosis of strengths and weaknesses, and provides the appropriate strategies for maximizing instructional objectives. The goal of supervision is quality instruction and the optimal delivery of quality instruction.
- b. Evaluation: The oral and written appraisal of the factors included in the supervisory process based upon the Struthers City Schools' standards, goals, and objectives.
- c. Visitation: A method for gathering data to provide assistance for determining the quality of the teacher's performance as it relates to the factors identified by the system.
- d. Feedback: An oral or written strategy that establishes rapport and communication between the evaluator and evaluatee. Feedback should assist the evaluatee in identifying and clarifying the relationship between his/her professional goals and objectives - with those of the Struthers City Schools. A written summary of feedback should enhance follow-up procedures recommended for the evaluator and evaluatee.

II. TEACHING PERFORMANCE

1. Goals should be consistent with grade and subject matter. Teacher should follow the general plan of the curriculum guide or other approved plan.
2. Teachers' goals should allow for individual student's differences. Should provide a flexible set of goals of sufficient range to accommodate student differences.
3. Goals should be established and defined by the teacher. Established goals should be incorporated in the planning and communicated to students through a variety of activities.
4. Teaching methods and techniques, along with content, should vary to suit individual differences.
5. Teaching methods should vary to effectively present content.
6. The teacher should demonstrate knowledge and skill in the use of the four basic teaching methods (lecture, demonstration, performance, and discussion).

7. The teacher should demonstrate skill in the use of various instructional aids.
8. In evaluation of the student, the teacher should show a clear connection between the materials or behavior evaluated and the goals established by the teacher.
9. The teacher should provide adequate numbers and varieties of evaluation methods to ascertain achievement of students and provide a basis for grades.
10. Communication with students should establish an attitude of mutual tolerance, worth and respect.
11. Communication with students should involve techniques and vocabulary at a level of complexity and technicality suitable for the maturity of the students and the subject material being presented.

III. PROFESSIONAL QUALITIES

1. Staff Relationship: Is accepted by other members of the staff, participates in staff activities, works well with staff members, subjugates self interest to staff interest, accepts rightful share of total staff responsibility.
2. Public Relationships: Is accepted by the public, does not antagonize parents, is not critical of school and staff in public, attends parent-teacher functions.
3. Professional Growth: Reads professional journals, attends appropriate seminar workshops, conventions, takes advanced college work in professional and teaching areas.
4. Activity Participation: Attends in-service meetings, shows interest in total school program by involvement in extra-curricular activities, is a member and accepts responsibility in professional organizations.
5. Administration-Teacher Relationship: Follows administrative directives, recognizes the function and duties of administration and of all school personnel, follows proper line of authority and communication in seeking solutions to problems.

IV. CLASSROOM CONTROL AND MANAGEMENT

1. Physical environment: Shows concern with maintaining the most suitable physical environment possible for the learning task at hand with attention directed to temperature, lighting, variety, cleanliness, displays, extra materials, etc.
2. Consistent and Fair: Treats all students the same in like situations. Follows established rules.

3. **Handles own Discipline:** Takes care of routine discipline, refers to office only chronic offenders or those jeopardizing the safety or health of other students.
4. **Keeps Students Occupied:** Has planned a variety of meaningful activities that will keep the students occupied.
5. **Contributes to overall School Discipline:** Takes an active part in a controlled atmosphere within the school and school grounds.
6. **Uses Self Control:** Maintains a controlled attitude in all classroom or school situations.

V. PLANNING

1. **Long range plans:** Shows evidence of long range planning consistent with goals and subjects.
2. **Daily Planning:** Shows evidence of adequate planning in order to present orderly daily lessons.
3. **Sufficient Variety in Activities Planned:** Shows evidence of a sufficient variety of activities planned to compensate individual differences and subject content.
4. **Choice of Materials and Techniques Adequately Planned:** Shows evidence of planning to use materials and techniques to most effectively carry out teaching activities.

VI. PERSONAL QUALITIES

1. **Appearance:** Clean and well groomed, clothing in style, clean, neat and appropriate to the classroom situation.
2. **Dependability:** Regularly on the job, performs required tasks promptly, turns in reports on time, in class and supervising students as scheduled.
3. **Communications:** Pleasant voice, expresses self clearly and concisely, has no distracting mannerisms.
4. **Tolerance and Flexibility:** Willing to accept the teaching situation as is without complaint if the situation cannot be altered, willing to alter personal schedule for benefit of a larger group goal, willing to try new methods or techniques of teaching.
5. **Tact and Diplomacy:** Able to deal with students, staff and the public without arousing antagonisms and resentment.

STRUTHERS CITY SCHOOLS

IMMEDIATE (SHORT-RANGE) TARGET AREA FOR INSTRUCTIONAL IMPROVEMENT:

TEACHING TARGETS

1. Teachers exercising competency in all areas on the evaluation instrument can establish creative or challenging targets to improve teaching effectiveness.

LONG-RANGE TARGET AREA FOR INSTRUCTIONAL IMPROVEMENT:

TEACHING TARGETS

2. If a teacher should have an area marked needs improvement, a target shall be developed in conference with the evaluator. This target shall be based upon the evaluator's specific suggestions for improvement.

Teacher's Signature _____ Principal's Signature _____

Date: _____ Date: _____

CERTIFICATED STAFF EVALUATION FORM (1)

All teachers and building principals must check either the Needs Improvement column or Meets or Exceeds column.

EVALUATEE: _____

EVALUATOR: _____

DATE: _____

Needs improvement to meet desired criteria		Meets or exceeds desired criteria		What Were the Indicators?
Self-Evaluation	Administrative Evaluation	Self-Evaluation	Administrative Evaluation	

I. TEACHING PERFORMANCE

1. Teaching techniques.					
2. Skill in presentation.					
3. Knowledge of subject matter.					
4. Judgment in use of materials.					
5. Skill in use of instructional aids.					
6. Pupil participation.					
7. Stimulates good study and work habits.					
8. Recognition of individual needs.					
9. Judgment in use of materials.					
10. Adequate lesson plans.					

II. PROFESSIONAL QUALITIES

1. Attitude toward school.					
2. Attitude toward teaching.					
3. Professional relationships with parents.					

CERTIFICATED STAFF EVALUATION FORM (2)

	Needs improvement to meet desired criteria		Meets or exceeds desired criteria		What Were the Indicators?
	Self-Evaluation	Administrative Evaluation	Self-Evaluation	Administrative Evaluation	
4. Professional relationships with students.					
5. Supports school policies.					
6. Willingness to assume extra assignments.					
7. Recordkeeping and reporting.					
8. Administrator/teacher cooperation.					
9. Professional growth activities					
10. Reaction to supervision/evaluation.					

III. CLASSROOM CONTROL & MANAGEMENT

1. Classroom discipline.					
2. Consistent and fair.					
3. Handles own discipline.					
4. Contributes to overall school discipline effort.					
5. Exercises self-control.					
6. Room environment.					

CERTIFICATED STAFF EVALUATION FORM (3)

Needs improvement to meet desired criteria		Meets or exceeds desired criteria		What Were the Indicators?
Self-Evaluation	Administrative Evaluation	Self-Evaluation	Administrative Evaluation	

IV. PLANNING

1. Long range plans.				
2. Daily planning.				
3. Sufficient variety in activities planned.				
4. Choice of materials and techniques adequately planned.				

V. PERSONAL QUALITIES

1. Punctuality.				
2. Health.				
3. Accuracy and effectiveness of speech.				
4. Self-control and poise.				
5. Appearance.				
6. Dependability.				
7. Communications.				
8. Tact and diplomacy.				
9. Emotional stability.				

**INSTRUCTIONS
FOR ALL EMPLOYEES CLAIMING
OUT-OF-DISTRICT TRAVEL REIMBURSEMENT**

We are furnishing the enclosed statement of travel expenses.
On _____, the Board approved reimbursement of expenses for your meeting.

Please adhere to the following instructions:

- 1) Payment of registration fee is initially paid by you and you are reimbursed for the fee only after attending the meeting.
- 2) After attendance of your meeting, you must complete the enclosed Travel Form, sign and attach all receipts and return to the Treasurer for reimbursement. A receipt is required for registration fees.
- 3) Hotel Bill: Be sure your hotel bill shows the amount charged per day for yourself. If your spouse attends a meeting with you, a \$6.00 per day amount will be deducted; or have the hotel give you a bill just for your charges. Do not include meals charged on your hotel bill. Get separate receipts for your meals.
- 4) Items which you WILL NOT be reimbursed for are:
 - a) Dues.
 - b) Personal telephone calls and video rentals.
 - c) Fines.
 - d) Lack of receipts or no receipts. (i.e. Parking Fees, Turnpike Fees, etc.)
- 5) Under NO circumstances can you submit amounts for reimbursement for someone other than yourself on your reimbursement form! Each individual MUST submit THEIR OWN reimbursement form for THEIR OWN charges!

Any questions regarding the above information, please call the treasurer's office.

Revised 4/94

Struthers City School District
Board of Education

STATEMENT OF TRAVEL EXPENSES

Date _____ 20__

To whom owed _____

Address _____

Meeting or Conference _____

Held at _____ On _____

Personnel Attending _____

Was transportation expense shared with others? ___Yes ___No

Mode of transportation (auto, train, airplane)	
Number of miles traveled _____ at the IRS rate	\$ _____
Hotel or Motel	\$ _____
Meals: Number _____	\$ _____
Registration Fees (Dues not chargeable)	\$ _____
Other Expenses	\$ _____
TOTAL AMOUNT DUE	\$ _____

Signed _____

Attach receipts for: All Lodging, Train, Airplane & Other.

Approved by the Board of Education on _____

TREASURER

Struthers City School District
Board of Education

CAR ALLOWANCE

(within District)

Date _____ 20__

To whom owed _____

Address _____

Report Period: FROM _____ TO _____

	<u>1st Car</u>	<u>2nd Car</u>
Make of Car Used For School Purpose		
Year of Car Used For School Purpose		

Number of Miles Traveled _____ at the IRS Rate = _____

(Carry miles from Trip Log Sheet;
also, attach Log Sheet)

SIGNED _____

APPROVED BY SUPT. OF SCHOOLS _____

Struthers Board of Education
Struthers, Ohio

TRIP LOG SHEET

	MON.	TUES.	WED.	THUR.	FRI.	OR SAT./ SUN.	Total Miles for Week
DATE							
Ending Miles							
Starting Miles							
Total							
DATE							
Ending Miles							
Starting Miles							
Total							
DATE							
Ending Miles							
Starting Miles							
Total							
DATE							
Ending Miles							
Starting Miles							
Total							
TOTAL MILES FOR MONTH							

(Carry to Page 1)

(Name)

(Department)

(Date)

Revised Form CA-3
10/1/82