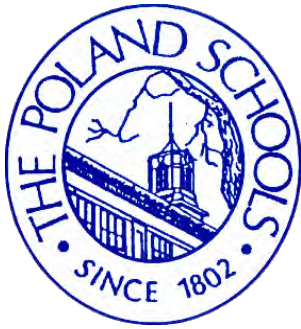


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AGREEMENT

BETWEEN

POLAND EDUCATION ASSOCIATION AND

THE

POLAND BOARD OF EDUCATION

September 1, 2016 – August 31, 2018

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ARTICLE I. RECOGNITION

1.1 Statement of Recognition

The Board of Education of the Poland Local School District, hereinafter referred to as the Board, recognizes the Poland Education Association, an affiliate of NEA/OEA, hereinafter referred to as the PEA, as the sole and exclusive organization to represent the bargaining unit of employees defined in Section 1.2 below.

1.2 Definition of Bargaining Unit

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

1.21 Inclusions

All professional certificated/licensed personnel employed by the Board, except as excluded in Section 1.22 below.

1.22 Exclusions

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

1.3 Duration of Recognition; Representation Election Procedure

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

1.4 Definitions

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

A. Employee: Any employee in the bargaining unit defined in Section 1.2 of this Agreement.

B. Day: A calendar day.

- C. Workday: A day on which an employee is scheduled to report for work.
- D. Immediate Supervisor: The Supervisor, Principal or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by PEA.
- E. Superintendent: The Superintendent of the Poland Local School District or his/her designated representative.
- F. PEA: The Poland Education Association/OEA/NEA.
- G. Board: The Board of Education of the Poland Local School District.
- H: Seniority:
 - 1. Seniority shall be defined as the employee's length of service in the bargaining unit commencing from the employee's first day of work. Service in an assigned position is not recognized as seniority by law.
 - a. The seniority date for employees who were hired prior to the conclusion of the 1982 school year shall be the seniority date published on the 1982 seniority list.
 - b. Seniority accrual for part-time employees shall be pro-rated on the basis of the full-time accrual.
 - 2. Exclusions
 - a. Service rendered beyond the normal school year shall not be considered toward accumulated seniority.
 - b. Years of service in supervisory or administrative positions shall not be considered toward accumulated seniority. An employee who leaves the bargaining unit for a supervisory or administrative position with the Board for one year from the date the employee begins the non-bargaining unit position shall return to the bargaining unit with the seniority the employee had at the time the employee began the non-bargaining unit position. If the employee returns to the bargaining unit within five (5) years from the date of beginning the non-

bargaining unit position, he/she will retain prior seniority. After five (5) years, the seniority of the employee at the time of return shall be zero. Returns to the bargaining unit will only occur as long as such placement does not displace current staff.

3. Breaking of Seniority

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

4. Ties in Seniority Date

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

I. Long-Term Substitutes

Long-term substitutes are defined as teachers hired to fill the temporary vacancy of a teacher on leave in the same assignment

for more than sixty (60) days. The employment of long-term substitutes shall automatically expire at the end of the period of substitution or upon return to duty of the teacher from an approved leave of absence without any action by the Board or further notice to the teacher.

- a. Beginning with the 61st day of employment in the same assignment, a long-term substitute shall be placed on the BA column, step 0 of the salary schedule.
- b. 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 [3 ½] hours per day) in any one school year.
- c. The following contractual (Article V) and statutory provisions shall not apply to long-term substitutes: Non-renewal rights, Evaluation Rights and Section 3319.111 of the Ohio Revised Code (unless required by OTES); and Reduction in Force rights and Section 3319.17 of the Ohio Revised Code.
- d. At any time, long-term substitutes may become regular teaching employees in accordance with normal hiring procedures. Subsequent continuous employment of a long-term substitute for the succeeding school year in the same assignment under another one-year limited contract shall allow the long-term substitute to move to step one (1) of the BA column on the salary schedule.

1.5 PEA Rights

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

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

deduction shall be implemented as follows:

1. Upon the written authorization of the member of the Employee Unit, the Board shall cause to have deducted from the employee's annual salary the prescribed amount of United Teaching Profession membership dues.
 2. The deductions shall be made in eight (8) equal, monthly payments beginning in October and ending in May, and the monthly, cumulative deduction shall be immediately forwarded to the PEA Treasurer.
 3. The enrollment period for such deductions shall be from September 1 to October 20 each year. Authorization shall be on a continuous basis from year to year unless a request for withdrawal of authorization is submitted to the District Treasurer and the PEA President as provided in Section 1.5 (D) (4).
 4. Such authorization for deduction of professional dues shall be irrevocable for periods of one (1) school year, except that authorization may be withdrawn during the first fifteen (15) days of each school year. Notification of withdrawal of deduction authorization must be submitted, in writing, by the member of the Employee Unit to the District Treasurer and to the PEA President within the fifteen (15) day withdrawal period.
 5. The balance of the annual deduction shall be deducted from the final pay check of the employee resigning his/her position, taking an unpaid leave of absence, or having his/her employment terminated after October 20 of any school year during the term of this Agreement.
 6. The right to refund professional dues deducted from an employee's salary shall lie solely with the PEA.
- E. The right to payroll deduction of political contributions. Such deduction shall be implemented as follows:
1. Upon the written authorization of the employee, the Board shall cause to have deducted from the employee's annual salary, the authorized amount of the political contribution.

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

position which shall be the required probationary period or

- b. January 15th.
5. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five days from the termination of membership.
6. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
7. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
8. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
9. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.

- b. The Association shall reserve the right to designate counsel to represent and defend the employer. The Board may retain their Counsel at their sole expense.
 - c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its Counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) not to oppose the Association or its affiliates' application to file briefs amicus curiae in the action.
- G. The right of the PEA President to receive a directory listing the names, addresses, phone numbers, and subject area and building assignments on record of all employees of the Board.
- H. The right of the PEA to receive the names and addresses of newly employed employees prior to the first day of the school year.
- I. Time shall be granted to the PEA for a one (1) hour meeting on opening (orientation) day.
- J. The right of designated PEA representatives to meet individually with employees during the school day and without loss of pay as is necessary to discharge the PEA's obligation as employee representative, provided such activity(s) occurs during non-instructional time exclusive of the homeroom period, study halls, and regularly-scheduled student supervision duties.
- K. The right of PEA representative(s) to represent employees at grievance hearings and to attend arbitration hearings during the school day without loss of pay. The number of PEA representatives attending any grievance or arbitration hearing shall not be more than two (2), if the grievance or arbitration hearing is held during the school day.
- L. The right of the PEA President to receive, upon request, a copy of the agenda of each Board meeting in advance of the Board's regularly-scheduled, monthly meeting. This provision shall not be construed to require preparation of the agenda in advance of the normal preparation schedule.
- M. The right to receive, upon request, copies of all official financial documents pertaining to the Poland School System.

- N. The right to make brief announcements after school faculty meetings are adjourned.
- O. The right to use the building public address system to make announcements provided this right is exercised after the dismissal of students.
- P. The right to use school phones for conducting PEA business provided the PEA pays for any toll calls.
- Q. The right to seven (7) days of leave, total maximum per school year without loss of pay for PEA delegates, as designated by PEA, to attend OEA Representative Assemblies. The Board will provide substitutes for such excused seven days maximum, but will not underwrite any other expenses accruing from such excused absence(s).
- R. The PEA may submit a calendar proposal for consideration by December 15 for the following school year.
- S. PEA officers or a maximum of three mutually agreed upon representatives are allowed professional leave to attend association responsibilities.

1.6 Nondiscrimination

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

ARTICLE II. NEGOTIATIONS PROCEDURE

2.1 Initiation of Negotiations

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

2.2 Scope of Negotiations

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

- A. Salaries, wages, hours, conditions of employment, extracurricular

duty assignments and pay, in-service education, teacher load, individual grievance policy.

B. Other matters mutually agreed upon by the Board and the PEA.

2.3 Meetings

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

2.31 Ground Rules for Negotiations

- A. Written proposals will be exchanged at the first meeting. Upon receipt of these proposals, neither party shall be permitted to submit additional proposals unless mutually agreed otherwise.
- B. Both parties shall present five (5) copies of all proposals and/or counterproposals.
- C. Each negotiating team shall have a designated chief-spokesperson who shall be empowered to initial tentative agreements.
- D. Each team is limited to five (5) persons at the table.
- E. No mechanical recording devices shall be used during negotiations sessions, and each party is responsible for taking its own notes.
- F. Sessions will be two (2) hours each unless mutually agreed otherwise. Each side will have one (1) hour to present its proposal. Each side agreeing, shorter or compressed sessions may be held.
- G. Prior to the conclusion of each bargaining session, the date and time of the next bargaining session shall be mutually agreed upon by both parties.
- H. Meetings will be at the Poland Middle School Home Ec. room unless mutually agreed otherwise.
- I. Consultants to the team may be used by either party on specified topics. Advanced notice of the intent to use a consultant shall be provided to the other side at the previous meeting.
- J. Each side may request a caucus not to exceed thirty (30) minutes

unless mutually agreed otherwise. The thirty (30) minutes are to be within the scheduled two hours for each negotiation session unless mutually agreed otherwise.

- K. Items that have been tentatively agreed to shall be initialed by each side's chief negotiator at the time they are tentatively agreed to and are contingent upon a final and total agreement on the entire contract.
- L. The final and total tentative agreement is subject to ratification of the respective constituencies which shall be scheduled to occur within thirty (30) days after the Tentative Agreement is reached. For the Superintendent that will include the Board of Education and for PEA that will include all employees represented in the bargaining unit.
- M. The parties are free to communicate as they see fit with their respective constituencies. For the Superintendent that will include the Members of the Board of Education and other district administrators. For PEA that will include all employees represented in the bargaining unit. Each party is restricted to communicating/reporting to its own constituents.
- N. There shall be no press releases or other forms of public dissemination of information unless mutually approved of in advance by all parties or until an impasse in negotiations is declared, if any.
- O. Each party will keep an original of the tentative agreement reached. After ratification, a mutually agreed upon commercial secretarial service will type the final agreement and return it to both parties for confirmation as to accuracy. Then the Chief Negotiators and Presidents will sign the final agreement before it is sent to a mutually agreed upon secretarial service for typing and printing. The costs of typing and printing shall be born equally by both parties.

2.4 Disagreement

2.41 Mediation

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

shall continue until the expiration of the Agreement and, if the parties mutually agree, may continue thereafter. It is agreed that the procedures set forth in this section constitute a mutually agreed dispute settlement procedure which supersedes the procedures contained in ORC 4117.14.

2.42 Costs of Mediation

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

2.5 Ratification

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

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

2.6 Reopening of Negotiations

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

ARTICLE III. GRIEVANCE PROCEDURE

3.1 Purpose

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

3.2 Definitions

3.21 Grievance

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

terms and provisions of the Agreement may be appealed to arbitration.

3.22 Decision

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

3.23 Grievant

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

3.24 Class Action Grievance

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

3.25 Workdays

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

3.3 Procedures

3.31 Preliminary Step

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

3.32 Step 1: Verbal Announcement of Grievance

The employee shall announce to the immediate supervisor the intent to begin the grievance procedure.

3.33 Step 2: Declaration of Grievance

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

3.34 Step 3: Immediate Supervisor's Reply

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

3.35 Step 4: Appeal to Next Level Administrator/Superintendent

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

3.36 Step 5: Arbitration

If the disposition of the grievance by the Superintendent is not satisfactory or if the disposition has not been issued within the time prescribed in Step 4, the PEA may submit the grievance to arbitration by giving written notice to the Superintendent of its intent to do so within five (5) workdays after receipt of the Superintendent's reply, or the grievance matter is barred. Only grievances alleging a violation, misinterpretation, or misapplication of the terms and provisions of the Agreement may be appealed to arbitration. The parties shall first attempt to agree upon an impartial arbitrator to hear the grievance. If the parties are unable to agree within five (5) workdays from the Superintendent's receipt of the PEA's appeal to arbitration, the PEA shall then request the American Arbitration Association to administer the proceedings under the Voluntary Labor Arbitration Rules of that Association.

A. Authority of the Arbitrator

The decision of the arbitrator shall be final and binding upon the Parties. The authority of the arbitrator shall be to determine controversies involving the interpretation, application, or alleged violation of specific provisions of this Agreement, and he shall have no power to add to, subtract from, or modify any of the terms of this

Agreement, or to arbitrate any matter not specifically provided for by this Agreement. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration.

B. Costs of Arbitration

Each Party shall bear the full cost for its representation in the arbitration process. The costs and expenses of the arbitrator and the American Arbitration Association shall be divided equally between the Parties.

C. Transcripts

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

3.4 Request for a Second List

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

3.5 Expedition of Grievances

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

3.6 Rights to Representation

3.61 Representation

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

3.62 Restrictions

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

3.7 Time Limits

3.71 Delivery of Grievance and Related Notices

Forwarding of written grievances, notice of hearings, or disposition of grievances may be mailed or hand-delivered. It shall be the responsibility of the PEA (grievant) or the responsible administrator to assume delivery of written notices within the specified time period.

3.72 Calculation of Time Limits

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

3.8 Miscellaneous

3.81 Withdrawal of Grievances

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

3.82 Copies of Written Decisions

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

3.83 Recordkeeping

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

3.84 Grievance Procedure

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

ARTICLE IV. LEAVE POLICIES

4.1 Personal Leave

4.11 Definition

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

4.12 Entitlement to Personal Leave

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

B. Personal leave days, if not used, shall accrue as sick leave or employees who have personal days that have not been used may choose to redeem those days at the rate of eighty dollars (\$80.00) per day (no partial days), payable in the last pay of that contract year. Employees shall submit any such request in writing to the Superintendent of Schools not later than August 1st.

C. Limited Special Event Carryover

A bargaining unit member may request to carry over two (2) of his/her personal leave days from one year to be used in the following year for a planned special personal event.

1. Requests for such carryover must be made in writing no later than May 15th to the Superintendent with a copy to the PEA President, setting forth the nature of the event and the dates being requested for the following year.

2. If granted by the Superintendent, the bargaining unit member may only use the special event carryover days for the specific listed purpose. The decision of the Superintendent is not subject to the grievance procedure.

3. If the bargaining unit member does not utilize the special event carryover days as approved, those days will be rolled into accumulated sick leave, with no option to redeem for pay.

4.13 Notification for Use of Personal Leave

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

4.14 Restrictions

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

4.2 Sick Leave

4.21 Entitlement to Sick Leave

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

4.22 Definition of "Family"

The employee's family shall include the employee's spouse, child, parent, parent-in-law, foster parent or guardian sibling, grandparent, grandchild, brother-in-law, sister-in-law or individuals with whom the employee resides. In individual cases, the Superintendent has the discretion to allow an expanded application of "employee's family."

4.23 Advance of Sick Leave

- A. Upon written request to the Superintendent, the Superintendent shall advance sick leave credit, not to exceed five (5) days, to employees who have not yet earned such leave or who have exhausted their

accumulated sick leave.

- B. If utilization of sick leave requires the employee to use the full amount of credit before the advanced sick leave credit has been earned, such employee may not be lawfully advanced additional sick leave credit. The five-day advance is to be deducted from the future accumulation of sick leave credit the employee earns on the basis of completed months of service under provisions of Ohio Revised Code 3319.141.
- C. Should such employee terminate employment, the amount of advancement not yet earned shall be deducted from the final pay settlement.
- D. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all such leave nor is the Board in any way limited from taking appropriate disciplinary action for any unauthorized absence without approved leave.

4.24 Restrictions

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

4.25 Accumulation of Sick Leave

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

4.26 Reporting

Bargaining unit members must utilize the District's automated system for reporting sick leave usage.

4.3 Bereavement Leave

An employee shall be granted, upon request, up to three (3) days of bereavement leave without loss of pay to attend the funeral of the employee's family in accordance with the definition of family in section 4.22, expanded to include aunt, uncle, niece, nephew, and legal guardian. Two additional days may be granted if out of state travel is necessary. This leave shall not be charged against sick leave.

4.4 Assault Protection

4.41 Philosophy

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

4.42 Assault Report Procedure

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

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

4.43 Assault Leave Entitlement

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

Superintendent that said employee is incapable of performing his/her contractual duties for the Board.

2. Concurrent with the physician's statement, the employee shall submit to the Superintendent, on a form furnished by the Board, a signed statement describing the facts to warrant assault leave.
 3. A disability resulting from an assault shall terminate when said employee can return to his professional assignment held prior to the disability or the said employee becomes eligible and takes disability retirement provided under the provisions of the State Teachers Retirement System.
- B. If court action results, said employee shall be granted leave of his professional duties and a qualified substitute provided with no loss of pay for days in court and as may be requested from his legal counsel, court officials, and law enforcement officers.

4.5 Court Leave

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

4.6 Leave for Professional Meetings

4.61 Philosophy

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

4.62 Entitlement to Leave for Professional Meetings

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

4.63 Reimbursement

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

- A. The Board will reimburse for actual cost of transportation by common carrier originating regionally, the amount annually determined by IRS for private automobile (when the meeting is out of the county), and for professional development events involving overnight stays, the actual cost of registration, housing, special banquet meals, and a per diem rate not to exceed forty dollars (\$40.00) for meals. The reimbursement may, at the discretion of the Board, be based on the least expensive mode of transportation. There shall be a \$500.00 limit on reimbursement per professional meeting. Field trips taken with a class for instructional purposes, approved by the management, shall not be deducted from the employee's professional leave usage.
- B. Each employee shall submit a brief written summary report of the professional meeting which he attends when he/she submits the form(s) for reimbursement. This summary report shall be submitted to the Superintendent. The Superintendent will distribute the report to the Board and to appropriate staff members.

4.64 Restrictions

The Superintendent may impose a maximum amount of reimbursement to an employee during a contract year in order to provide an opportunity for more employees to participate in the "Professional Meetings" fund. The Superintendent may also limit the number of employees attending a professional meeting so that more employees can attend a variety of other professional meetings.

4.65 Professional Leave

Teachers on the Camp Fitch/Washington D.C. trip may apply for one (1) "professional leave day" or receive one payment of a hundred dollars (\$100.00). Said day may not be taken on

Friday or Monday or a day before or after holidays or vacations and must be taken in that calendar year. Said request shall be marked "Professional Leave for _____ trip" or "Professional payment of \$100.00 for Camp Fitch/Washington, DC Trip."

4.66 Professional In-service

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

4.7 Sabbatical Leave

4.71 Entitlement to Sabbatical Leave

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

4.72 Restrictions

- A. The employee shall submit to the Superintendent for approval, not later than the first day of April prior to the school year for which the sabbatical leave is sought, a graduate plan for professional growth in a bargaining unit area of certification. At the conclusion of the leave, the employee shall provide evidence that the plan was followed and completed satisfactorily. Said enrollment must be full-time in a fully accredited graduate program.
- B. The employee shall be required to return to the District at the conclusion of such leave for one (1) school year.
- C. Such leave shall not be approved unless there is available a satisfactory substitute; nor approved for more than three percent (3%) of the employees at any one time; nor approved for longer than one (1) school year; nor approved for any employee more often than once every eight (8) years of service; nor approved a second time to the same employee when other employees have filed a request for such leave.

- D. No employee for whom such leave has been approved shall receive a partial salary in excess of the difference between the substitute's pay and the employee's expected salary during the period of leave.
- E. No employee on sabbatical leave shall be employed full time outside the school system, a violation of which shall be just cause for termination. Full time shall be defined as 32 hours or more per week.

4.73 Failure to Return Upon Expiration of Leave

Failure of the employee to return to the District and complete one (1) school year of service immediately following the expiration of leave shall obligate the employee to reimburse to the Board, upon request, all compensation paid to the employee during the period of leave. Reimbursement of such compensation shall also be required if the employee fails to complete satisfactorily the graduate plan for professional growth for which the leave was granted. Reimbursement shall be deferred in the event that an employee is granted another leave of absence or in the event that the employee is unable, due to medical disability, to fulfill his/her obligation to return. Upon completion of the plan, acceptance of employment with another employer shall also be cause for suspension of the employee's teaching certificate for one (1) year by the Ohio Board of Education pursuant to complaint and investigation procedures of R.C. 3319.15. The refund requirement will not apply in the case of death of the employee while on leave or after return to the District.

4.74 Written Agreement

Upon employment of a replacement for the person taking sabbatical, a written salary notice shall be sent within 30 days to the teacher taking said sabbatical, showing sabbatical wages per 4.72-D calculations procedures.

4.8 General Unpaid Leave

Leave for up to two (2) consecutive years may be granted a teacher at the discretion of the Board for professional, educational, or other purposes and shall be granted for purposes of illness or disability as per ORC 3319.13. Teachers seeking unpaid leave for purposes of illness or disability must agree to provide verification that such leave is recommended by a physician.

It is understood that no employee shall have a right to such unpaid leave for sporadic or short term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave may or may not be granted for non-FMLA qualifying absence to extend the employment of an employee where such employee has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.

4.81 Application

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

4.82 Notice of Intent to Return

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

4.9 Parental Leave

4.91 Entitlement to Parental Leave

- A. Parental leave of absence shall be granted, upon request, to an employee who becomes pregnant or who becomes a parent by childbirth or adoption. Said leave shall be an unpaid leave of absence and shall be granted for a full school year or part of the school year as requested.
- B. Upon request of the employee, parental leave shall be extended for a period up to one (1) additional school year, provided the request is made in writing to the Superintendent on or before July 1 immediately preceding the school year for which the extension is requested and provided the applicant has not taken a one year medical leave for this pregnancy.

- C. An employee on parental leave shall not be otherwise employed and shall not be enrolled as a full-time student during the period of such leave, a violation of which can be just cause for immediate termination of employment. Full-time employment is defined as 32 hours or more per week.

4.92 Application for Parental Leave

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

4.93 Reinstatement

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

A. Notification of Intent to Return to Duty

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

B. Timeline for Reinstatement

Reinstatement of the employee to duty following a leave of absence shall be made after the proper notification has been submitted and no later than the beginning of the next semester.

4.10 Reinstatement from Leaves of Absence

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

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

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

4.11 Family and Medical Leave Act

All provisions of the Family Medical Leave Act, as amended, shall be incorporated into this Agreement. For purposes of this section, the "12-month period" shall be defined as the "12-month period measured forward from the date the employee's first FMLA leave begins." A unit member shall be entitled to twelve (12) weeks of FMLA leave during the 12-month period beginning on the first date that Family and Medical Leave is taken. A subsequent 12-month period for a unit shall commence the first time Family and Medical Leave is taken after the completion of any previous 12-month period.

ARTICLE V. RIGHTS AND RESPONSIBILITIES

5.1 Changes in Staffing Requirements

5.11 Vacancies

A. Vacancy Defined

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

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

When a vacancy which the Board intends to fill occurs in a Bargaining Unit position after August 1, the Board may fill it with a long-term substitute.

B. Vacancy Posting Notice

Within five (5) days of the occurrence of a vacancy in a bargaining unit or non-bargaining unit position, all employees shall be notified via email of the specific position that is vacant, as well as the qualifications required and the salary (if the position is newly-created). Employees shall receive notice of vacancies during the summer months when school is not in session by email and by an electronic "robo-call." It is the responsibility of employees to provide the Board with a current phone number and preferred email account for this purpose.

C. Reassignment Requests

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

5.12 Assignment

A. Assignment Defined

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

B. Notice of Assignment

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

C. Restrictions

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

5.13 Transfers

A. Transfer Defined

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

B. Implementation of Transfer

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

5.14 Reduction in Force

A. The Board may implement a layoff for any of the reasons authorized by Section 3319.17 O.R.C. In so doing, the Board shall lay off unit members by suspending contracts of such unit members in accordance with the provisions of this procedure. "Decreased enrollment of pupils" shall include loss of enrollment in specific instructional programs.

B. The Board may avoid or reduce the need for contract suspensions in the bargaining unit at any time during the term of this agreement through attrition.

C. Attrition and Suspension

1. The number of persons affected by a layoff will be kept to a minimum by not employing replacements for bargaining unit members who die, retire, resign, whose contracts are terminated, or whose contracts are non-renewed. Non-renewal of contracts shall not be used to affect the layoff.
2. Layoffs which cannot be achieved through attrition shall be made by suspension of contracts, in whole or in part. Suspensions shall mean that a unit

member shall be placed in an inactive state of employment from an active state of employment.

D. Procedure for Layoff

1. At least fourteen (14) days preceding the date of implementation, the PEA President shall be notified in writing of the Board's intent to implement a layoff.
2. At least fourteen (14) days prior to Board action on layoff, a meeting shall be held between representatives of the PEA and representatives of the Board to review appropriate data and discuss the layoff. At this meeting, the administration shall present formalized lists indicating the specific number of positions to be eliminated within each area of certification/licensure and a list of unit members to be laid off.
3. A layoff may occur at any time. In the event of an impending layoff, a good-faith effort will be made by the Board to orally notify the affected bargaining unit member as soon as is feasible.
4. All unit members that the Board plans to lay off shall receive written notification by certified mail at least fourteen (14) days prior to Board action that his/her employment shall be suspended and the notice shall state the reason for such suspension.

E. Effect of Seniority and Certification/Licensure

1. With respect to OTES bargaining unit members, the Board shall not use seniority in determining contract suspensions except as specified herein, but shall proceed to suspend contracts for teachers based upon evaluations of those who have been evaluated in accordance with the Board-adopted, standards based evaluation policy and provisions of the collective bargaining agreement. Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations.

2. For the transition period of this Agreement (July 1, 2016 through June 30, 2018), all evaluations above “ineffective” on the teacher performance standards of the evaluation shall be deemed comparable. As of July 1, 2018 and thereafter, unless otherwise negotiated by the parties, comparability will be determined in accordance with the effectiveness rating categories as defined by O.R.C. 3319.112 for OTES teachers.
3. When the position(s) to be eliminated or reduced in part to accomplish RIF has been determined, the following order shall be followed to determine the order of suspending contracts of bargaining unit employees:
 - a. Limited contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
 - i. Comparable evaluations as defined in accordance with provisions of this agreement.
 - ii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
 - b. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
 - i. Comparable evaluations as defined in accordance with provisions of this agreement.
 - ii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
 - c. For bargaining unit members not subject to the Board’s standards-based evaluation policy

(non-OTES teachers).

- i. Certification and system-wide seniority shall be the exclusive criteria of any layoff.
- ii. Unit members who are subject to being laid off have the right to bump unit members with less seniority in other teaching areas subject to the following stipulations:
 - a. The unit member who bumps must be properly certificated/ licensed in the teaching area which he/she intends to bump into.
 - b. The unit member who bumps must bump the least senior unit member in the teaching area which he/she intends to bump into.
- iii. Displacement: Any OTES teacher rated above “ineffective” who is subject to contract suspension by virtue of a reduction in force may displace another (less senior) member in an area of the suspended teacher’s certification/ licensure as follows:
 - a. Displacement must be of the least senior teacher with a lower effectiveness rating, when available; then
 - b. Displacement of the least senior teacher in the same effectiveness rating category, if available.

F. Procedure for Recall

1. All unit members who contracts were suspended as a result of a layoff shall be placed on a recall list stating their seniority in each teaching field for which they are certified to teach. Teachers shall remain on the recall list for two (2) years, unless tenured, in which case length of time on the list is unlimited.
2. As positions become available, unit members whose contracts have been suspended in whole or

in part shall be rehired to positions for which they are properly licensed and qualified to teach. Seniority shall not be a factor in recalling any bargaining unit member, unless the decision is between teachers with comparable evaluations. In addition, teachers with continuing contracts will be given preference in recall.

Unit members on the recall list shall be offered reemployment to full-time positions, as they become available, for which they are certified/licensed in the reverse order of layoff; last laid off, first recalled.

3. A unit member who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.
4. The seniority of a recalled unit member shall be calculated as if service were not interrupted.
5. When an opening(s) occurs, the Board shall send a certified letter to all unit members certified/licensed for the position to their last known address to advise them of such position. It is the unit member's responsibility to keep the Board informed of his/her whereabouts. The unit member shall, within fifteen (15) days from the postmark date of the letter, indicate availability and desire for such position. If after being offered reinstatement, a unit member fails to notify the Board within the specified period of time, or if a unit member rejects the offered full-time position, said unit member shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the District.
6. No teachers new to the district shall be employed until all properly certified/ licensed unit members on the recall list have been offered a contract for the position in accordance with the provisions of this procedure.
7. Transfers of unit members employed but not affected by the layoff shall be limited to positions not affected by said program. If a position(s) is established, the position(s) will be staffed first from

the recall list, assuming there are qualified and properly licensed members on the list. Transfers may be made to a position affected by the layoff after the position(s) has been offered to all properly certified/licensed unit members on the recall list.

8. Unit members remaining laid off will be given preferential consideration as substitute teachers and part-time teachers. However, employment or non-employment as a substitute or part-time shall not affect that unit member's placement or continued placement on the recall list for full-time employment.
 9. Laid off unit members shall have the right to maintain insurance coverage by making appropriate COBRA payments not later than the completion of the first month of effective layoff.
 10. No unit member who is laid off shall have his/her limited contract non-renewed during the term of the layoff.
- G. To the extent that they do not conflict with the requirements of Ohio Revised Code Section 3319.17, the provisions of this Section supersede any contrary provisions of law.

5.2 Seniority List

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

5.3 Employee Contracts

5.31 Requirement for Written Contract

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

5.32 Contract Acceptance

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

day timeline shall be construed as the employee's acceptance of said contract(s).

5.33 Incorporation of Agreement

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

5.4 Employee Evaluation Provision

A. OTES

For OTES teachers, the District will utilize the Board's standards-based teacher evaluation system set forth in Appendix "L", which has been mutually developed by the parties. All matters contained within the system shall be considered grievable under the grievance procedure contained within this contract and in accordance with the provisions of this Article.

Any revisions to the Board's standards-based teacher evaluation system must be bargained prior to implementation to the extent provided by law, and nothing herein shall diminish any right of the Association to strike under Ohio Revised Code Section 4117.14(D)(2).

B. Evaluation Review Committee

The Evaluation Review Committee () will provide additional stakeholder input and facilitate the statutorily required consultation with teachers relative to the development and necessary changes to and/or subsequent revision of the Board's standards-based evaluation system, in addition to assistance with respect to the development of student learning objectives as well as making recommendations to the Board and Association for approval to changes to this Article for Non-OTES teachers, as provided for in section 5.04(A), above.

1. Composition

The Committee shall be comprised of eight (8) bargaining unit members appointed by the Association President and five (5) administrators appointed by the Superintendent. If possible, selections should be made to include representatives from the elementary, middle and high school as well as special education and the arts.

2. Operational Procedures

- a. The Committee shall be chaired jointly by a bargaining unit Committee member and an administrator.
- b. The Committee will develop the ground rules by which the Committee will operate.
- c. The Committee may establish sub-committees to assist with their work whose members will be jointly appointed by the Committee co-chairs.
- d. All decisions of the Committee and any subcommittees established by the Committee will be achieved by consensus.
- e. The Committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
 - One (1) task of the Committee shall be to determine those conditions that would likely have an adverse impact on SGMs, such as a threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the Common Core State Standards, etc.
 - In addition, the Committee will assist in the evaluation of teacher-submitted SLO's according to Board Policy and ODE requirements.
 - The ERC will also work to align the non- OTES staff with the OTES framework.

3. Compensation

Any Committee work required outside of the workday will be paid at the rate of \$20.50 per hour as approved by the Committee co-chairs. Release time for Committee work may be granted by the Superintendent upon recommendation of the co-chairs.

4. Secretarial Support

The Board will provide necessary clerical support and assistance to the Committee.

5. Committee Authority

The Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.

Except as otherwise indicated, for non-OTES members of the bargaining unit, the following will continue to be implemented:

5.41 Evaluation Philosophy

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

5.42 Purpose

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

5.43 Procedures for Teacher Evaluation (Non-OTES)

This procedure supersedes ORC 3319.111 evaluation procedures.

5.431 Schedule

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

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

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

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

5.432 Evaluator (non-OTES)

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

5.433 Deficiencies (non-OTES)

The supervisor involved in the particular area of the employee's work shall assist the employee in correcting deficiencies. The evaluator shall submit a written plan for correcting the deficiencies which shall include ways in which the supervisor shall assist the employee to correct the deficiencies. The plan shall include a reasonable time between observations to allow time for improvement in the areas of performance deficiency.

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

5.434 Personnel Action Requirements (for OTES and non-OTES teachers)

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

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

5.435 Completion of Evaluation Process (non-OTES)

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

The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's

personnel file. A copy signed by both parties shall be retained by the employee.

5.436 Evaluation re: Plans and Goals (non-OTES)

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

5.44 Substitute Teachers (for OTES and non-OTES teachers)

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

5.45 Notice Requirements (for OTES and non-OTES teachers)

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

- C. When any notice and copy of the notice are mailed as indicated above, the notice or copy with the earlier date of receipt shall constitute the notice required.

5.46 Employment Options (for OTES and non-OTES teachers)

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

5.47 Hearing (for OTES and non-OTES teachers)

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

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

5.5 Due Process (for OTES and non-OTES teachers)

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

5.6 Just Cause (for OTES and non-OTES teachers)

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

5.7 Fair Dismissal (for OTES and non-OTES teachers)

5.71 Termination of Limited or Continuing Contract

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

5.72 Hearing Prior to Board Action

Any employee who requests a Board hearing prior to the Board's action to implement termination proceedings shall be granted a private hearing before the Board, unless a public hearing is requested in accordance with Ohio Revised Code 121.22.

5.8 School Day

5.81 School Day Defined

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

5.82 Lunch Period

The school day shall include a daily, minimum thirty (30)

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

5.83 Planning Time

A school week shall include minimum planning time as follows:

- A. For employees assigned to Grades 9-12:
Five (5) instructional periods for planning
- B. For employees assigned to Grades 5-8:
Five (5) instructional periods for planning
- C. For employees assigned to Grades K-4:
Two hundred forty (240) minutes per week for planning.

5.84 Internal Substitution

If a bargaining unit member is asked to substitute for an absent teacher during the member's planning time, he/she will be paid at a rate equal to the hourly rate for a teacher at BA-0 on the salary schedule per instructional period.

Opportunities for internal substitution will be distributed fairly and equitably among available and interested teachers on a rotational basis utilizing seniority as determined by the Building Principal in consultation with the Building Leadership Team.

Non-teaching employees will not be utilized by the Board except in exigent circumstances and/or when there are no available teachers for internal substitution.

5.9 School Year

5.91 School Year Defined

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

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

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

C. Calamity Day Wages

If instructional days are lost due to inclement weather or other calamity, the staff will not be required to make up the first five (5) days lost. Any subsequent days missed due to a calamity will be made up

D. Teachers shall be granted two (2) hours, uninterrupted by scheduled meetings, for room preparation during each of the two fall in-service days prior to the start of the school year.

5.10 Class Size

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

5.101 Minimum Standards

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

5.102 Class Load

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

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

5.103 Balance

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

5.104 Class Size, Special Education Classes

Special education class size shall meet state mandates.

5.11 Immunizations

5.111 Tuberculosis Tests

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

5.112 Other Immunizations

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

5.12 Assistance with Clerical Duties

The Board shall strive to provide computer instruction to staff in an attempt to assist employees with clerical responsibilities, including assistance with the District's automated system for absence reporting.

5.13 Personnel File

5.131 Personnel File Inspection and Rebuttal Material

All employees will be accorded the right to examine their personnel files and to make additions of pertinent rebuttal

material in accordance with Section 1347 of the ORC. There shall be no more than one (1) official personnel file maintained for each employee and such file shall be maintained in the Personnel Office.

5.132 Restrictions

The right to review letters of recommendation is excluded from the above provisions. No item from any anonymous source may be placed in the personnel file. The records officer will notify bargaining unit members of outside requests to view and/or copy their personnel file.

5.133 Expunging Material from File

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

5.134 Complaints

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

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

5.14 LPDC/Local Professional Development Committee

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

The LPDC Committee shall be comprised of the following:

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

Remuneration for the LPDC committee members shall be 2% of bachelor's salary step 0 per contract year, except for the secretary who shall receive 3% of bachelor's salary step 0 per contract year.

5.15 Mentor Teacher

The Resident Educator Program is a four-year program designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

Each teacher hired new to the Poland School System, who has not completed a Mentor/Resident Educator program, will have a mentor appointed for him/her by the Superintendent after consultation with the Resident Educator Program Coordinator (REPC). The mentor will be a teacher of no less than three years' experience and will have completed the necessary training provided by the state of Ohio through the county office. The mentor will work with the Resident Educator, the staff at the county office, the REPC, and other appropriate officials in assisting the Resident Educator in his/her initial years of employment in accordance with the program developed by the state department of education. The REPC and Mentors for the Resident

Educator program will be compensated as stated in the supplemental salary schedule.

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

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

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

5.153 The Resident Educator Program Coordinator will coordinate the activities of the mentors under the guidance and direction of the county (MCESC) and the Poland District office.

5.154 General Provisions

- 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. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
- C. Neither the REPC nor any Mentor Teacher shall participate in the District's evaluation of any Resident Educator.
- D. Neither the REPC nor any Mentor Teacher shall be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.

- E. Neither the REPC nor any Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator or REPC/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher or the REPC shall constitute grounds for immediate removal from his/her role as Mentor Teacher or REPC.
- F. At any time, if either the Building Principal or Mentor Teacher REPC determines that the Resident Educator-Mentor situation is not appropriate, and the concern is not resolved satisfactorily, the issue will be submitted to the Superintendent/designee and the PEA President and they shall have the authority to end the Mentor appointment. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to any decisions made pursuant to this paragraph and no prejudice or evaluation is to be reflected by any such decision. Any Mentor whose position is ended and/or any Mentor beginning an assignment after the start of the year will be paid in proportion to time served in that role.
- G. The REPC and all Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
- H. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher, with the exception of the REPC.

5.16 Smoke Free Environment

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

5.17 OHSA Safety Training

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

students by attendance on school time at in-service as scheduled. Each year thereafter, all certified personnel will have the option to attend the scheduled OHSA in-service training on school time or fulfill this requirement via on line. Passage of the OHSA safety test/s is required. All required OHSA safety training each year shall be completed no later than November 30th. Failure to do so shall result in disciplinary action including the withholding of paychecks until the safety training and passage of test/s has been successfully completed.

5.18 Duplicating Equipment

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

ARTICLE VI. SALARY AND FRINGE BENEFITS

6.1 Salary Schedule Guidelines

6.11 Employee Compensation

Employees will be remunerated in accordance with the adopted salary schedule in Section 6.2 of this Agreement, reflecting an increase to the base of 1% effective September 1, 2016 and 1% on September 1, 2017.

6.12 Service Credit

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

6.13 Horizontal Advancement

The employees' salary schedule shall be based upon semester hours of Superintendent-approved graduate level courses, in addition to those required for the Bachelor's Degree. The LPDC has no role in approving graduate courses for reimbursement and/or horizontal movement on salary schedules.

6.14 Pay Schedule

- A. Pay days, through electronic deposit, will be every other Friday, effective date to be determined. The twenty-six (26) pay dates will be determined by the Treasurer for each contract year and shall commence with the first day of the new contract year so that in adjustment years the adjustment falls in August.
- B. Every employee shall be paid in twenty-six (26) equal and consecutive pays.
- C. The Board will include supplemental contracts in the calculation of the per diem rate for severance and any other such purpose where the daily rate calculation is needed.

6.2 Employee Salary Schedule

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

6.21 National Board Certified

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

Teachers who are already not being paid for National Board Certification who submit written proof of earning the designation of Master Teacher to the District Superintendent prior to September 1st of a contract year shall receive 1% of the BA that year and each year thereafter that they hold that rank.

Teachers will receive 4% of the BA per section taught for College Credit Plus courses.

6.3 Payment for Graduate Credits and Criteria for Payment

The Board shall remunerate an employee as a one-time payment, ninety-five dollars (\$95.00) for each semester hour or sixty-four dollars (\$64.00) for each quarter hour of graduate college credit taken per the criteria in 6.3C below. Courses shall be in the field of an accredited graduate program in elementary/secondary education including those in school guidance, reading, and school administration.

- A. No monies shall be paid in excess of ninety (90) semester hours beyond the Master's degree, or receipt of the PhD, whichever occurs first; i.e., no monies after MA +90 or PhD whichever occurs first.
- B. As is established policy, employees may be placed on a new horizontal index step only if new credits are on record (i.e., official transcript on file in the district superintendent's office) before the first pay day in the new school year's contract. The Superintendent may waive this requirement if there is a problem, not of the employee's doing, with receipt of official transcript, as long as other documentation of credits earned is provided. Official transcripts are required nevertheless.
- C. The employee's salary schedule for horizontal movement shall be based on the accredited graduate level courses taken post degree, i.e. after BA (example: BA +10) and after MA (example: MA +10).
 - 1. Must be graduate level and approved or denied by the Superintendent based on the value to the District.
 - 2. Must be from an accredited institution in one of the six regional accrediting organizations recognized by the US Office of Education: North Central Assoc. of Colleges and Schools, the New England Assoc. of Colleges and Schools, the Northwest Assoc. of Colleges and Schools, the Southern Assoc. of Colleges and Schools, and Middle States Assoc. of Colleges and Schools and Western Assoc. of Colleges and Schools.
 - 3. Must be sufficiently vigorous academically: correspondence or trips are not acceptable.
 - 4. Must be successfully completed with a grade of C or better or Pass if on Pass/Fail scale or satisfactory if on Satisfactory/Unsatisfactory scale.
 - 5. Must have official transcript of said course(s) on file with Superintendent's secretary not later than September 30th following completion of academic credit.
 - 6. Must have paid tuition if reimbursement sought, i.e., stipends or scholarship or tuition-waivered courses are not eligible for tuition reimbursement purposes. Reimbursement may not exceed actual cost to the employee.

7. Must not be on a sabbatical at the time applying for reimbursement and/or horizontal movement. Horizontal movement only will be granted, if guidelines are met, upon return from sabbatical.
8. No monies shall be paid in excess of ninety (90) semester hours beyond the Master's degree for reimbursement purposes.
9. Horizontal movement shall be based on the graduate level courses in accordance to criteria set forth in 6.3C 1 i.e., after BA (example BA +10 and after MA +10).

6.4 Extended Time

6.41 Pay Rate

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

For administratively pre-approved professional development opportunities outside of the school day or school year, bargaining unit members will be paid \$25.00 per hour (this is not in lieu of the NEOEA requirements set forth in 5.91B).

6.42 Extended Work Year

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

- A. High School Librarian – up to ten (10) workdays;
- B. Middle School Librarian - up to ten (10) workdays;
- C. CBI1 and CBI2 - up to fifteen (15) workdays;
- D. Family and Consumer Science (High School) - up to fifteen (15) workdays;
- E. Family and Consumer Science (Middle School) - up to five (5) workdays;

- F. High School Counselor - up to ten (10) workdays;
- G. Middle School Counselor - up to ten (10) workdays.
- H. Elementary Counselor – up to six (6) workdays.

All days must be documented with the building administrators.

6.43 Length of Work Year Guarantee

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

6.5 Supplemental Positions

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

6.51 Supplemental Schedule

NEW INDEX

- 27 HEAD VARSITY BOYS FOOTBALL
- 27 HEAD VARSITY BOYS BASKETBALL
- 27 HEAD VARSITY GIRLS BASKETBALL

- 24 BAND DIRECTOR

- 17.1 SENIOR AND JUNIOR HIGH VOCAL MUSIC
- 17 HEAD VARSITY BOYS BASEBALL
- 17 HEAD VARSITY BOYS TRACK
- 17 HEAD VARSITY GIRLS SOFTBALL
- 17 HEAD VARSITY GIRLS TRACK
- 17 HEAD VARSITY GIRLS VOLLEYBALL
- 17 SPEECH & DEBATE
- 17 SENIOR HIGH MARCHING BAND ASSISTANT

- 15.5 HEAD ASSISTANT BOYS FOOTBALL
- 15.5 J.V. BOYS BASKETBALL
- 15.5 J.V. GIRLS BASKETBALL

- 14 ASSISTANT VARSITY BOYS FOOTBALL
- 14 ASSISTANT VARSITY BOYS FOOTBALL
- 14 ASSISTANT VARSITY BOYS FOOTBALL

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

9 JV GIRLS SOCCER
 9 ASSISTANT SWIM COACH

 8 PHYSICAL FITNESS
 8 HIGH SCHOOL NEWSPAPER ADVISOR
 (2 advisors, 4% each)

 6 JR. CLASS ADVISOR
 6 MIDDLE SCHOOL BAND DIRECTOR
 6 ELEMENTARY VOCAL MUSIC
 6 ELEMENTARY INSTRUMENTAL MUSIC
 6 MIDDLE SCHOOL DEPT. CHAIRS (SCIENCE, S.S., ELA, MATH)
 6 MIDDLE SCHOOL BAND DIRECTOR
 6 ELEMENTARY INSTRUMENTAL MUSIC
 6 ELEMENTARY VOCAL MUSIC

 5 BASKETBALL SCOUTING STATISTICIAN
 5 MIDDLE SCHOOL CHEERLEADER ADVISOR
 5 PSHS COMPUTER/DESIGN CLUB
 5 McKinley/PMS-STEM CLUB
 5 SCIENCE AND APPLIED HIGH TECH CLUB
 5 AFS
 5 NHS
 5 MIDDLE SCHOOL YEARBOOK
 5 FINE ARTS CHAIR
 5 APPLIED ARTS CHAIR
 5 STUDENT COUNCIL
 5 PMS LEADERSHIP
 5 PSHS LEADERSHIP
 5 RESIDENT EDUCATOR PROGRAM COORDINATOR
 5 PANDA
 5 PSHS Robotics

 4 NINTH GRADE CHEERLEADER ADVISOR
 4 ART CLUB
 4 MIDDLE SCHOOL STUDENT COUNCIL
 4 LATIN CLUB
 4 FRENCH CLUB
 4 FRESHMAN CLASS ADVISOR
 4 SOPHOMORE CLASS ADVISOR
 4 FOREIGN LANGUAGE CHAIR
 4 SPANISH CLUB
 4 ACADEMIC CHALLENGE COACH
 4 PSHS GRADEBOOK
 4 MCKINLEY PMS GRADEBOOK
 4 FHA CLUB ADVISOR

4	PSHS LITERARY MAGAZINE
3	MENTORS OF FIRST AND SECOND YEAR RESIDENT EDUCATORS
2.5	MENTORS OF THIRD AND FOURTH YEAR RESIDENT EDUCATORS
2	ENGLISH FESTIVAL PMS
2	ENGLISH FESTIVAL PSHS
2	MATH COUNTS PMS
5	LEADERSHIP HIGH SCHOOL
2	THEATRE STAGE CONST.
2/2	MAJORETTE/FLAG LINE ADVISOR
1	MATH 24

6.51 A. All supplemental contracts shall be awarded to qualified employees of the District and such qualifications will be determined by the Board. If there are no qualified licensed/certificated District employees interested in a supplemental position or positions, the Board may select other candidates in accordance with the Ohio Revised Code Section 3313.53.

i. All supplemental contracts shall expire automatically each year in accordance with law. However, bargaining unit members holding supplemental contract will retain the right to continue in those positions if they have received the following:

- 1) A written evaluation from the appropriate administrator; and
- 2) The recommendation of the athletic director (for athletic supplemental contracts) or building principal (for non-athletic supplemental contracts) and the Superintendent.

6.6 Severance Pay

6.61 Entitlement to Severance Pay

Employees retiring under Section 3307.28/3307.43 of the Ohio Revised Code shall be granted a lump sum payment for a portion of the value of their accrued but unused sick leave. Such payment shall be made only once to any employee, and payment shall be considered to eliminate all sick leave credit accrued by the employee. Payment is to be made according to the benefit formula contained in this section and shall be made within forty (40) days of the date of retirement.

6.62 Eligibility Criteria

The specific eligibility criteria are:

- A. The employee must retire in accordance with Ohio Revised Code 3307.28/3307.43 (i.e., service or disability retirement).
- B. The employee must have completed not less than ten (10) years of public service with this school district, or this State or any of its political subdivisions. A year shall be defined in accordance with State Statute.
- C. The employee must be eligible for service retirement as of the last date of employment with the Poland Schools.
- D. The employee must prove acceptance into the retirement system prior to the Board's issuance of the severance check.

6.63 Severance Pay Benefit

The severance benefit will be calculated on the following formula.

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

6.7 Multiple Building Stipend

6.71 Stipend Defined

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

For example, if an employee's assignment were one (1) day a week between the Middle School and High School, the stipend would be one-fifth (1/5) times the annual stipend for travel PMS-PSHS. If the assignment were two (2) days (one [1] day at PMS-PSHS and one [1] day at North-Union), the stipend

would be one-fifth (1/5) the PMS-PSHS annual stipend plus one-fifth (1/5) the North-Union annual stipend.

6.72 Annual Stipend for 180 Days of Travel

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

6.8 Employee Insurances

6.81 General Coverage

A. Board Provided Insurance

The Board shall provide all contractual employees with the following insurance coverages in Section 6.82 to qualifying members of the bargaining unit: comprehensive hospitalization, physician benefits, major medical, dental, vision, prescription and term life with accidental death and dismemberment. Beginning July 1, 2016, all employees will pay 10% of the premium for comprehensive hospitalization-physician benefits – major medical dental, vision, and prescription. Beginning July 1, 2017, all employees will pay 10.5% of the premium for comprehensive hospitalization-physician benefits – major medical dental, vision, and prescription.

Mahoning County School Employees Insurance Consortium

The Board of Education may 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 School Employees Insurance Consortium ("MCSEIC"). The Board shall provide health, dental, prescription, vision, life insurance through the MCSEIC and such coverage shall be the standardized MCSEIC specifications. Changes to and/or renewals of the MCSEIC Plan shall be implemented

upon the Plan's effective date and a written copy of the Plan shall be provided to the Association President within thirty (30) days of said change or renewal

B. Change(s) in Carriers

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

C. Continuation of Benefits

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

D. Insurance Contracts

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

E. Description of Fringe Benefits

Within thirty (30) days following the signing of the Agreement and once annually thereafter, each employee shall receive a description of the insurance programs

provided by the Board for the employees' benefit.

F. Part-time

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

G. Plan Booklet

The Consortium Plan (as provided in plan booklet) supersedes all prior plans.

H. Dependent Children

Dependent children shall be provided health care coverage through the qualified policy of a Poland Schools employee until attaining the age of twenty-six (26).

I. Employees qualifying can enroll only during the annual open enrollment period from September 1 – September 30th. New qualifying employees hired after September 30th must enroll within thirty (30) days from the start of employment or wait until the next open enrollment period. Changes in insurance may occur due to a qualifying COBRA event.

J. Term Life and Accidental Death and Dismemberment Insurance

The Board shall purchase from a carrier licensed by the State of Ohio, at no cost to the employee, term life insurance in the amount of \$50,000.00, and an equal amount of accidental death and dismemberment coverage.

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

In accordance with Internal Revenue Service Rulings 77-462, 81-35, and 81-36, the PEA and the Board agree that beginning with the January 4, 1985 pay, the Board shall contribute to the State Teachers

Retirement System, in addition to the Board's required employer contribution, an amount equal to each employee's contribution to the State Teachers Retirement System in lieu of payment of said amount to each employee and that such amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary or hourly rate otherwise payable to each employee.

The Board shall continue the pickup of 0.7% of the additional STRS contribution for the duration of this agreement 9/1/16 to 8/31/18.

- A. The dollar amount to be "picked up" by the Board:
1. Shall be credited to the State Teachers Retirement System as employee contributions under authority of Ohio Attorney General Opinion 82-097;
 2. Shall be included in computing an employee's final average salary for State Teachers Retirement System purposes and in reporting employee-authorized credit information to financial institutions;
 3. Shall not be reported by the Board as subject to current federal and state income taxes;
 4. Shall be reported by the Board as subject to city income taxes.
- B. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pickup" in combination with other tax deferred compensation plans. The "pickup" is mandatory and not at the individual employee's option.
- C. For purposes of this provision, an employee's total annual salary and/or salary per pay period shall be the salary specified in Sections 6.1 and 6.2, 6.4, 6.5, 6.7 of this Agreement. The total annual salary and/or salary per pay period shall be payable by the Board in two components: (1) deferred salary and (2) cash salary.

1. Deferred Salary

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

2. Cash Salary

An employee's cash salary shall be equal to the employee's total annual salary and/or salary per pay period less the amount of the deferred salary for said employee and shall be payable to said employee subject to applicable payroll deductions. The Board's total expenditures for employees' salaries as specified in Sections 6.1, 6.2, 6.4, 6.5, 6.7, of this Agreement and its employer contributions to the State Teachers Retirement System shall not be greater than the amounts the Board would have paid had this provision not been in effect.

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

determination.

- F. All subsequent contracts and salary notices for employees shall comply with the provisions of this section.
- G. In the event the State Teachers Retirement System refuses at any time to accept the "pickup" defined herein in Section 6.9, Section 6.9 is voided and will be renegotiated by both Parties.

6.10 Expense Reimbursement

CBI1, CBI2 or Family and Consumer Science employees with assigned duties that require the use of the employee's personal automobile shall be reimbursed at the rate per mile, set by IRS, of business travel plus the actual costs of tolls and parking. When business travel extends beyond the normal workday, the employee shall be reimbursed for all other necessary and actual expenses incurred during such travel, including, but not limited to, room and meals.

6.11 Medical Procedures

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

6.12 Special Education Inclusion

Shall be in compliance with all federal and state statutes.

6.13 Bonus

Each contractual member of PEA will receive \$275 payable in the first paycheck in December.

POLAND SCHOOLS SALARY SCHEDULE
September 1, 2016 - August 31, 2017

STEP	ND	BA	10	20	30	MA	10	20	30	Doctorate
0	\$27,959	\$34,949	\$35,997	\$37,046	\$38,094	\$39,143	\$40,191	\$41,240	\$42,288	\$43,337
	0.80	1.00	1.03	1.06	1.09	1.12	1.15	1.18	1.21	1.24
1	29,707	36,696	37,745	38,793	39,842	40,890	41,939	42,987	44,036	45,084
	0.85	1.05	1.08	1.11	1.14	1.17	1.20	1.23	1.26	1.29
2	31,454	38,444	39,492	40,541	41,589	42,638	43,686	44,735	45,783	46,832
	0.90	1.1	1.13	1.16	1.19	1.22	1.25	1.28	1.31	1.34
3	33,202	40,191	41,240	42,288	43,512	44,735	45,783	46,832	47,880	48,929
	0.95	1.15	1.18	1.21	1.24500	1.28000	1.31000	1.34000	1.37000	1.40000
4	34,949	41,939	42,987	44,036	45,434	46,832	47,880	48,929	49,977	51,026
	1.00	1.2	1.23	1.26	1.30	1.34	1.37	1.40	1.43	1.46
5	36,696	43,686	44,735	45,783	47,356	48,929	49,977	51,026	52,074	53,122
	1.05	1.25	1.28	1.31	1.355	1.40	1.43	1.46	1.49	1.52
6	38,444	45,434	46,482	47,531	49,278	51,026	52,074	53,122	54,171	55,219
	1.10	1.3	1.33	1.36	1.41	1.46	1.49	1.52	1.55	1.58
7	40,191	47,181	48,230	49,278	51,200	53,122	54,171	55,219	56,268	57,316
	1.15	1.35	1.38	1.41	1.465	1.52	1.55	1.58	1.61	1.64
8	41,939	48,929	49,977	51,026	53,122	55,219	56,268	57,316	58,365	59,413
	1.20	1.4	1.43	1.46	1.52	1.58	1.61	1.64	1.67	1.70
9		50,676	51,725	52,773	55,045	57,316	58,365	59,413	60,462	61,510
		1.45	1.48	1.51	1.575	1.64	1.67	1.70	1.73	1.76
10		52,424	53,472	54,520	56,967	59,413	60,462	61,510	62,559	63,607
		1.5	1.53	1.56	1.63	1.70	1.73	1.76	1.79	1.82
11		54,171	55,219	56,268	58,889	61,510	62,559	63,607	64,656	65,704
		1.55	1.58	1.61	1.685	1.76	1.79	1.82	1.85	1.88
12		55,918	56,967	58,015	60,811	63,607	64,656	65,704	66,753	67,801
		1.6	1.63	1.66	1.74	1.82	1.85	1.88	1.91	1.94
13		58,365	59,413	60,462	63,432	66,403	67,452	68,500	69,549	70,597
		1.67	1.70	1.73	1.815	1.90	1.93	1.96	1.99	2.02
17		59,763	60,811	61,860	64,830	67,801	68,850	69,898	70,946	71,995
		1.71	1.74	1.77	1.855	1.94	1.97	2.00	2.03	2.06
20		61,161	62,209	63,258	66,228	69,199	70,946	72,694	74,441	76,538
		1.75	1.78	1.81	1.895	1.98	2.03	2.08	2.13	2.19
27					69,549	70,597	72,344	74,092	75,839	77,936
					1.99	2.02	2.07	2.12	2.17	2.23

POLAND SCHOOLS SALARY SCHEDULE
September 1, 2017 – August 31, 2018

STEP	ND	BA	10	20	30	MA	10	20	30	Doctorate
0	\$28,238	\$35,298	\$36,357	\$37,416	\$38,475	\$39,534	\$40,593	\$41,652	\$42,711	\$43,770
	0.80	1.00	1.03	1.06	1.09	1.12	1.15	1.18	1.21	1.24
1	30,003	37,063	38,122	39,181	40,240	41,299	42,358	43,417	44,475	45,534
	0.85	1.05	1.08	1.11	1.14	1.17	1.20	1.23	1.26	1.29
2	31,768	38,828	39,887	40,946	42,005	43,064	44,123	45,181	46,240	47,299
	0.90	1.1	1.13	1.16	1.19	1.22	1.25	1.28	1.31	1.34
3	33,533	40,593	41,652	42,711	43,946	45,181	46,240	47,299	48,358	49,417
	0.95	1.15	1.18	1.21	1.24500	1.28000	1.31000	1.34000	1.37000	1.40000
4	35,298	42,358	43,417	44,475	45,887	47,299	48,358	49,417	50,476	51,535
	1.00	1.2	1.23	1.26	1.30	1.34	1.37	1.40	1.43	1.46
5	37,063	44,123	45,181	46,240	47,829	49,417	50,476	51,535	52,594	53,653
	1.05	1.25	1.28	1.31	1.355	1.40	1.43	1.46	1.49	1.52
6	38,828	45,887	46,946	48,005	49,770	51,535	52,594	53,653	54,712	55,771
	1.10	1.3	1.33	1.36	1.41	1.46	1.49	1.52	1.55	1.58
7	40,593	47,652	48,711	49,770	51,712	53,653	54,712	55,771	56,830	57,889
	1.15	1.35	1.38	1.41	1.465	1.52	1.55	1.58	1.61	1.64
8	42,358	49,417	50,476	51,535	53,653	55,771	56,830	57,889	58,948	60,007
	1.20	1.4	1.43	1.46	1.52	1.58	1.61	1.64	1.67	1.70
9		51,182	52,241	53,300	55,594	57,889	58,948	60,007	61,066	62,124
		1.45	1.48	1.51	1.575	1.64	1.67	1.70	1.73	1.76
10		52,947	54,006	55,065	57,536	60,007	61,066	62,124	63,183	64,242
		1.5	1.53	1.56	1.63	1.70	1.73	1.76	1.79	1.82
11		54,712	55,771	56,830	59,477	62,124	63,183	64,242	65,301	66,360
		1.55	1.58	1.61	1.685	1.76	1.79	1.82	1.85	1.88
12		56,477	57,536	58,595	61,419	64,242	65,301	66,360	67,419	68,478
		1.6	1.63	1.66	1.74	1.82	1.85	1.88	1.91	1.94
13		58,948	60,007	61,066	64,066	67,066	68,125	69,184	70,243	71,302
		1.67	1.70	1.73	1.815	1.90	1.93	1.96	1.99	2.02
17		60,360	61,419	62,477	65,478	68,478	69,537	70,596	71,655	72,714
		1.71	1.74	1.77	1.855	1.94	1.97	2.00	2.03	2.06
20		61,772	62,830	63,889	66,890	69,890	71,655	73,420	75,185	77,303
		1.75	1.78	1.81	1.895	1.98	2.03	2.08	2.13	2.19
27					70,243	71,302	73,067	74,832	76,597	78,715
					1.99	2.02	2.07	2.12	2.17	2.23

ARTICLE VII. EFFECTS OF THE CONTRACT

7.1 No Reprisals

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

7.2 Cessation of Duties

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

7.3 Implementation

It is understood that employees shall continue to serve under the direction of the Superintendent and in accordance with Board and Administration policies, rules, and regulations, provided that the provisions of this Agreement shall supersede and prevail over any conflicting Board policies, rules, or practices.

7.4 Amendments

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

7.5 Personnel Forms

7.51 Appendix

Unless otherwise indicated, items placed in the Appendix of this Agreement are not part of the Agreement. They appear for information only.

7.52 Compliance

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

7.6 Conformance with Ohio Statutes

7.61 Conformance with Ohio Statutes

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

7.62 Determination of Illegality

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

7.63 Negotiation of Illegal Provision

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

7.64 Impasse on Illegal Provision

If agreement has not been reached upon expiration of the 30-day negotiation period, the disputed provision shall become subject to the Federal Mediation and Conciliation Service upon request by either party.

7.7 Duplication and Distribution

7.71 Distribution of Agreement

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

7.72 Cost of Preparation of Agreement

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

7.73 Amendments to Agreement

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

7.74 Copies of Agreement for PEA Use

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

7.8 Duration; Term of Agreement

This Agreement shall be in effect from September 1, 2016 through August 31, 2018 and represents the full and complete understanding between the Parties and replaces all prior Agreements.

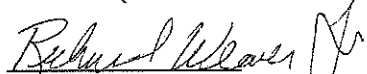
The Parties to this Agreement, signed this date, as witnessed below.

FOR THE ASSOCIATION

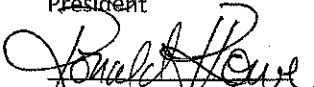
FOR THE BOARD



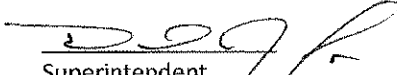
President



President



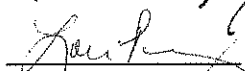
Chief Negotiator



Superintendent



OEA Labor Rep



Chief Negotiator

4/19/2017

Date

11/21/16

Date

APPENDIX A

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

NAME _____ DATE _____

DATE(S) REQUESTED _____

NUMBER OF DAYS _____

■ Definition

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

■ Entitlement to Personal Leave

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

■ Notification for Use of Personal Leave

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

■ Restrictions

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

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

SIGNATURE OF EMPLOYEE

DATE OF SIGNATURE

ADMINISTRATIVE ACTION:

Approved _____

Disapproved _____

Building Principal

Superintendent

Date

Date

**APPENDIX B
REQUEST FOR SICK LEAVE**
(To be submitted promptly after each absence)

Name (Print) _____ Date Submitted _____
Last First Middle Initial

Employing Unit _____

I hereby make application for the use of Sick Leave in accordance with Section 143.29 of the Ohio Revised Code for the date/s of _____ for the following reason:

CHECK ONE:

- _____ Medical, Dental or Optical Examination or Treatment _____
- _____ Personal Illness or Injury _____
- _____ Serious Illness or Injury in Immediate Family _____
Name Relationship

Definition of immediate family: employee's spouse, child, parent, guardian or foster parent, parent-in-law, sibling, grandparent or grandchild, brother-in-law, sister-in-law or individuals with whom the employee resides.

OTHER:

- _____ Leave Without Pay _____
- _____ Court: _____ Court Duty _____ Jury Duty. Subpoena issued by _____ Court _____, 20 _____
- _____ Bereavement leave: Death of _____
Name Relationship
on _____

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

Date of Signature

Signature of Employee

Individuals applying for use of sick leave shall indicate the name and address of the attending physician if such was required during the period of time covered in the request.

Name of Attending Physician _____
Address of Attending Physician _____
Date(s) of Consultation _____

ADMINISTRATIVE ACTION

_____ Approved

_____ Disapproved

Date of Signature

Signature of Superintendent

APPENDIX C

EMPLOYEE ASSAULT REPORT

Teacher Assaulted _____ Home Phone # _____

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

Building _____ Assignment _____

Name(s) of perpetrator(s) _____

____ Student ____ Parent ____ Other

Incident Location _____

School official notified _____ Title _____

Incident reported to school official by _____ Date _____

Incident was also reported to ____ police ____ juvenile authorities

Briefly describe incident: _____

Action taken by ____ school ____ police ____ juvenile authorities

Describe action taken: _____

Incident could have been prevented or alleviated if _____

**APPENDIX D
PROFESSIONAL LEAVE REQUEST**

Name _____ Building _____

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

Name _____ of _____ convention _____ or _____ meeting _____

Place _____

Date(s) _____

Registration Fee \$ _____ Receipt Required _____

Transportation by _____ School van

_____ Bus

_____ Air @ Cost _____

_____ Private auto @ _____ miles

round trip = \$ _____

Food _____ Receipt Required _____

Lodging _____ Receipt Required _____

Total Cost _____

I have used _____ professional days this school year.

Date of Signature

Signature of Employee

ADMINISTRATIVE ACTION

Approved _____ Disapproved _____

Building Principal _____ Superintendent _____

Date _____ Date _____

Note: The established rate of reimbursement is as follows:

Registration @ usual customary rate; mileage @ IRS per mile; lodging @ usual customary rate; meals not to exceed \$40.00 per day. There shall be a \$500.00 limit on reimbursement per professional meeting.

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

NAME _____ Date Submitted _____

Expenses incurred for attendance at _____
Name of Conference

at _____ on _____
City and State Date(s)

Registration (Receipt Required) = \$ _____

Meals (not to exceed \$40 per day;
receipts required) = \$ _____

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

Motel (Receipt Required) = \$ _____

Miscellaneous Expenses (itemize)

1. _____

2. _____

3. _____ = \$ _____

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

Date of Signature

Employee's Signature

ADMINISTRATIVE ACTION:

_____ Approved for payment

Superintendent's Signature

_____ Disapproved for payment

Date of Signature

APPENDIX F

REQUEST FOR REASSIGNMENT

NAME _____

PRESENT ASSIGNMENT

Building _____

Grade _____

Subject _____

ASSIGNMENT REQUESTED

Building _____

Grade _____

Subject _____

REASON FOR REQUEST:

DEADLINE FOR APPLICATION

Signature of Applicant

Date of Submission

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

APPENDIX G

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

GRIEVANCE FORM

NAME OF GRIEVANT: _____

SCHOOL: _____

ASSIGNMENT: _____

DATE CAUSE OF GRIEVANCE OCCURRED: _____

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

B. RELIEF SOUGHT:

Signature of Grievant or Association

Representative _____

Date

APPENDIX H

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

TEACHING ABILITY

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

PROFESSIONAL QUALITIES

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

PROFESSIONAL GROWTH

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

INTERPERSONAL RELATIONSHIPS WITH STUDENTS

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

INTERPERSONAL RELATIONSHIPS WITH STAFF, PARENTS, AND COMMUNITY

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

CLASSROOM MANAGEMENT

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

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

APPENDIX I

**THE POLAND SCHOOLS
TEACHER OBSERVATION FORM
PART I**

NAME _____ DATE _____

SCHOOL YEAR _____ SCHOOL BUILDING _____

EVALUATOR _____ Time obs.: _____ to _____

Initialed: _____ / _____

CATEGORY OF TEACHER EVALUATION New Non-Tenured Tenured

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

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

S NI U NO

CLASSROOM MANAGEMENT

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

PROFESSIONAL QUALITIES

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

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

INTERPERSONAL RELATIONSHIPS WITH STUDENTS, PARENTS AND COMMUNITY

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

OVERALL ESTIMATE

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

It is the evaluator's responsibility to determine if an overall estimate is unsatisfactory. The overall estimate does not represent an average of the previous sections. If any overall estimate on the teacher observation form is unsatisfactory (1.0), that is considered adverse.

**APPENDIX J
EMPLOYEE OBSERVATION FORM
PART II**

Areas observed needing improvement or which were unsatisfactory.

Plan of Action:

1. Evaluator's recommendations for improving performance:

2. Evaluator assistance to be given:

3. Length of time for attaining desired improvements:

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

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

Evaluator's Signature

Date

Employee's Signature

Date

Date of post-observation conference

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

Teacher's Name _____ Building _____

Evaluator's Name _____ Admin. Assignment _____

NUMBER OF OBSERVATION FORMS ACCOMPANYING THIS EVALUATION _____

DOES AN EMPLOYEE'S STATEMENT ACCOMPANY EVALUATION? YES NO

EVALUATOR'S COMMENTS ON OVERALL ASSESSMENT OF PERFORMANCE:

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

DATE OF EVALUATION CONFERENCE _____

EVALUATOR'S SIGNATURE _____ DATE _____

EMPLOYEE'S SIGNATURE _____ DATE _____

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

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

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

IS THIS TEACHER EVALUATION REPORT ADVERSE YES NO

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

APPENDIX L

STANDARDS-BASED TEACHER EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the “Standards for the Teaching Profession” as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System (“OTES”) model as approved by the State Board of Education.

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers. The Board acknowledges that the overarching purposes of the teacher evaluation system are to serve as a tool to advance the professional development of teachers, to inform instruction, and to assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Poland Education Association, and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board and represented by the Poland Education Association (PEA).

The Given the dynamic nature of the mandated teacher evaluation process, the Board recognizes the Evaluation Review Committee (ERC), with continuing participation by District teachers represented by the Poland Education Association, and for the express purpose of recommending necessary changes to the Board for the appropriate revision this policy.

Definitions

“**OTES**” – stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

“**Teacher**” – For purposes of this policy, “teacher” means licensed instructors who spend at least 50% of his/her time providing content-related student instruction and who is working under one of the following:

- a. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or
- b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or
- c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
- d. A permit issued under ORC Section 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Poland Education Association (PEA).

The Superintendent, Treasurer, and any "other administrator" as defined by ORC Section 3319.02 are not subject to evaluation under this policy.

The Board may elect not to evaluate a teacher who was on leave from the District for 50% or more of the school year and/or submitted notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

"Credentialed Evaluator" – For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- a. Meets the eligibility requirements under ORC Section 3319.111(D); and
- b. Holds a credential established by the Ohio Department of Education for teacher evaluation; and
- c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent/designee, in consultation with the Evaluation Review Committee, to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy. Only District administrators shall serve as these credentialed evaluators.

"Core Subject Area" – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

"Evaluation Cycle" – is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings

resulting from performance assessments that are conducted for the current school year to assign a summative evaluation rating.

"Evaluation Factors"– refers to the multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).

"Evaluation Framework" – means the document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

"Evaluation Instruments" – refers to the forms used by the teacher's evaluator. Those forms, developed by the ODE, are located in the Appendix to this policy.

"Evaluation Procedure" – the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

"Evaluation Rating" – means the final summative evaluation level that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty percent (50%) of the evaluation rating is based on student growth measures as provided for in this policy and fifty percent (50%) the evaluation rating is based on a teacher performance rating as provided for in this policy. Each completed evaluation will result in the assignment of one of the following evaluation ratings to Accomplished, Skilled, Developing, or Ineffective.

"Student Growth" – for the purpose of the district's evaluation policy, student growth is defined as the change in student achievement for an individual student between two or more points in time.

"Student Learning Objectives" ("SLOs") – include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

"Shared Attribution Measures" – student growth measures that can be attributed to a group.

"Teacher Performance" – is the assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher

performance dimension is based on direct observations of a teacher's practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

"Teacher-Student Data Linkage" (TSDL) – refers to the process of connecting the teacher(s) of record [based upon above definition] to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to that teacher.

"Value-Added" – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the district and school level based on each student's scores on state issued standardized assessments.

"Vendor Assessment" – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

- a. Accomplished;
- b. Skilled;
- c. Developing; or
- d. Ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

And as set forth in the current collective bargaining agreement between the Board and the PEA

The Superintendent shall annually file a report to the department of education the number of teachers for whom an evaluation was conducted as well as

the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as “classroom walkthroughs.” Such performance, which will comprise fifty-percent (50%) of a teacher’s effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

- a. Understanding student learning and development and respecting the diversity of the students they teach;
- b. Understanding the content area for which they have instructional responsibility;
- c. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- d. Planning and delivering effective instruction that advances individual student learning;
- e. Creating learning environments that promote high levels of learning and student achievement;
- f. Collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and
- g. Assuming responsibility for professional growth, performance and involvement.

Teachers subject to evaluation under this policy will be evaluated annually using:

1. the Formal Observation Procedure described herein; and
2. a series of Informal Observation/Classroom Walkthroughs.

Evaluators will consider and cite evidence gathered from a variety of sources in addition to the observation when completing the teacher performance

evaluation rubric. Sources of evidence include: professional growth and improvement plans, conferences (pre, post, etc.), classroom walkthroughs, and any evidence provided by the teacher.

Formal Observation and Classroom Walkthrough Sequence

- All instructors who meet the definition of “teacher” under R.C. 3319.111 and this policy shall be evaluated based on two (2) formal observations of at least 30 minutes each and periodic classroom walkthroughs each school year.
- Teachers on a limited contract who are under consideration for renewal/non-renewal based on performance shall receive three (3) formal observations of at least 30 minutes unless the Superintendent waives the third observation.
- A teacher who has been granted a continuing contract by the board of education and who receives a rating of “Accomplished” on his/her most recent evaluation shall be evaluated every other school year.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education’s OTES “Teacher Performance Evaluation Rubric” for instructional planning, instruction and assessment, and professionalism.“

Formal Observation Procedure

- A. A minimum of two (2) formal observations shall be conducted to support summative evaluation. A formal observation shall last a minimum of thirty (30) continuous minutes. Efforts will be made by evaluators to facilitate a longitudinal view of a teacher's performance by appropriately spacing the observations. At a minimum, there shall be at least fifteen (15) school days between formal non-continuous observations.
- B. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence or a day following a teacher sick day.

Teachers with continuing contracts who receive a rating of “Accomplished” on his/her most recent evaluation may be evaluated once every three years, so long as the teacher’s student academic growth measure for the most

recent school year for which data is available is average or higher. However, at least one observation, which includes a conference with the teacher, must be held each year.

Teachers with a continuing contract who receive a rating of “Skilled” on his/her most recent evaluation may be evaluated once every two years, so long as the teacher’s student academic growth measure for the most recent school year for which data is available is average or higher. However, at least one observation, which includes a conference with the teacher, must be held each year.

- C. All formal observations shall be preceded by a conference between the evaluator and the employee at least three (3) working days prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. Each observation will be announced unless there is mutual agreement upon between evaluator and the employee. The pre-conference shall be at a mutually agreed upon time prior to the observation. There will be at least 72 hour notice prior to the announced observation. At the pre- observation conference teachers shall provide evidence for the classroom situation to be observed on the pre-observation form (Appendix).
- D. A post-observation conference shall be held after each formal observation. The post conference will be held within 5 workdays after the formal observation. The conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the Ohio Standards for the Teaching Profession as defined in the Teacher Performance Evaluation Rubric, the teacher’s professional growth or improvement plan, afford the teacher the opportunity to provide additional evidence of performance, and discuss professional development opportunities.

Informal Observation/Classroom Walkthrough Procedure

A walkthrough is a formative assessment process that focuses on one or more of the following components and results in brief written notes or a summary:

- 1) evidence of planning;
- 2) lesson delivery;
- 3) differentiation;
- 4) resources;
- 5) classroom environment;
- 6) student engagement;
- 7) assessment; or
- 8) any other component of the standards and rubrics approved for teacher evaluation

A walkthrough shall consist of at least 3 consecutive minutes, but not more than 10 consecutive minutes in duration. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

Data gathered from the walkthrough must be placed on the form designated in the Appendix. Feedback from walkthroughs shall be provided electronically within 24 hours of the observation. The teacher and or administrator may request a face to face meeting to discuss observations relative to the identified focus of the walkthrough.

Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two points in time. It is important to note that a student who has forty-five (45) or more absences for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

- A1: Teachers instructing in value-added subjects exclusively¹;
- A2: Teachers instructing in value-added courses, but not exclusively²; or
- B: Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or
- C: Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.³

¹ The entire student academic growth factor of the evaluation (i.e. 50%) shall be based on the value-added progress dimension.

² For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

³ If used, only one "shared attribution" measure can be utilized per instructor.

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the Ohio Teacher Evaluation Framework for “District Student Growth Measurement Index.” Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher’s schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in Ohio Teacher Evaluation Framework for “District Student Growth Measurement Index.”

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in Ohio Teacher Evaluation Framework for “District Student Growth Measurement Index.” Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO’s are developed or revised, the process will include consultation with the ERC. The Board’s process for creating and revising SLO’s is set forth in the Appendix.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance:

Descriptive Rating	Numerical Rating
Most Effective	5
Above Average	4
Average	3
Approaching Average	2
Least Effective	1

District Approved Assessments

Assessments used within SLO's will be District approved in conjunction with the Evaluation Review Committee (ERC). These assessments will include the key subject and grade-level content standards and curriculum that will be taught during the interval of instruction. When examining assessments for alignment, teachers and teacher teams should look for the following:

- Items on the test should cover key subject/grade-level content standards.
- No items on the test should cover standards that the course does not address.
- Where possible, the number of test items should mirror the distribution of teaching time devoted to concepts or the curriculum focus. For example, if a foreign language teacher devotes almost equal amounts of time to developing students' reading comprehension, listening comprehension, oral communication, and written communication skills, he or she should not use a test that devotes 90 percent of the test to reading comprehension. Instead, the distribution of the test should mirror instruction, meaning that about a quarter of the test should focus on each of the four skills listed above.
- The items or tasks should match the full range of cognitive thinking required during the course. For example, if the main foci of the mathematics content standards are solving word problems and explaining reasoning, some questions or items on an assessment should require students to solve word problems and explain how they arrived at their answers. The assessment should require students to engage in higher-order thinking where appropriate. These items or tasks may require students to use reasoning, provide evidence, make connections between subjects or topics, critique, or analyze.
- All District approved assessments will include the growth targets to be used in determining student growth.

Assessments will be submitted to the teacher's grade level principal(s) for approval.

Principals will use the District's rubric for Evaluating District Assessments.

Student Growth Measures (SGM)/Student Learning Objectives (SLO)

When utilizing vendor assessments to construct SGMs, all related

materials shall be purchased by the Board, and all affected staff shall be trained on utilization and other considerations by September 30th.

When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than September 30th.

1. The ERC shall review all submitted SLOs by October 15.
2. Any SLO that is rejected by the ERC or the Superintendent shall be returned to the teacher/group with specific designation of deficiencies by October 20th with five (5) days for the resubmittal of the corrected SLO.

Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs.

Prior to submitting the SGM results to the designated evaluator, the teacher may request that the ERC review the results for the sole purpose of verifying accuracy.

High stakes employment decisions will not be materially informed by consideration of the student growth portion of the teacher evaluation unless or until there has been a minimum of three consecutive years of SGM data from the same grade level, subject matter, and/or age level, i.e. 2017-2018.

The District may use shared attribution SGM scores as determined in consultation with the ERC.

Job sharing arrangements: The percentage of SGM scores applicable to teachers in an approved job sharing arrangement shall be mutually agreed upon by the individual teachers in the job sharing arrangement and the building principal.

Co-teaching arrangements (e.g. Inclusion): Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s).

Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon criteria determined by the ODE.

The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year.

The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.

The evaluation report shall be completed by May 10th, signed by both parties, and sent to the Superintendent.

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

At the conclusion of the evaluation process each teacher's final performance rating of ineffective, developing, skilled or accomplished and the final growth measure ranking below expected growth, at expected growth or above expected growth will be entered into the electronic system, Ohio eTPES (Ohio electronic Teacher and Principal Evaluation Systems). After the data is entered the eTPES will calculate the Final Summative Rating of Teacher Effectiveness the eTPES will be used to report teacher effectiveness ratings.

Professional Growth Plans and Professional Improvement Plans

- A. Teachers whose final summative rating is "Accomplished" will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the "Teacher Evaluation Form."
- B. Teachers whose final summative rating is "Skilled" will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the "Teacher Evaluation Form."
- C. Teachers whose final summative rating is "Developing" will

develop a professional growth plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional growth plan, utilizing the components set forth in "Teacher Evaluation Form."

- D. Teachers whose final summative rating is "Ineffective" will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in "Teacher Evaluation Form."
- E. Nothing herein shall prevent the Administration from placing any teacher on an improvement plan at any time based upon any noted deficiencies in any individual component of the evaluation system.
- F. Improvement plans will provide written direction and assistance toward correction of deficiencies and allow a reasonable time for improvement in any areas of performance deficiency identified.

Core Subject Teachers – Testing for Content Knowledge

Core subject area teachers must register for and complete at Board expense all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

Board Professional Development Plan

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion

of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of the Collective Bargaining Agreement in effect between the Board and the Poland Education Association (PEA).

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Poland Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. notwithstanding the teacher's summative rating.

Compliance with Ohio Revised Code

The Poland Local School District and the Poland Education Association will abide by all changes in law that affect and change the provisions of this policy.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226, 3319.26, 3319.58, 3333.0411 A.C. 3301-35-03(A)

APPENDIX M
INSURANCE

INCLUDE
SCHEDULE
OF
BENEFITS
FROM
MCEISC

