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THE AGREEMENT

BETWEEN THE

BOARD OF EDUCATION OF THE STRUTHERS CITY SCHOOL DISTRICT

AND THE

STRUTHERS EDUCATION ASSOCIATION

EFFECTIVE
JULY 1, 2024 – JUNE 30, 2027

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ARTICLE I RECOGNITION

1.01 Statement of Recognition

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

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

1.02 Election Procedures

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

ARTICLE II NEGOTIATIONS PROCEDURE

2.01 Scope of Negotiations

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

2.02 Procedures for Negotiations

A. One hundred twenty (120) calendar days before the expiration of the collective bargaining agreement, negotiations shall be opened. The Association and the Board shall begin negotiating a successor agreement in accordance with the procedures set forth herein.

B. Unless otherwise agreed upon by the parties, the Board and the Association shall be represented at all negotiations meetings by a team not to exceed five members each. Each party shall be entitled to one observer who may not address negotiations. Each party may call upon consultants or resource persons who may be called upon to address

negotiations. Neither party shall have any control over the selection of the negotiating representatives of the other party.

C. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, and make counterproposals in the course of negotiations.

D. Each team shall present to the other at the first session its written proposals for consideration. No further items may be added without the consent of the other party. Additional rules for conducting negotiations meetings shall be agreed upon by the parties at the first session.

E. Tentative agreement on any proposal shall be initialed by both parties prior to adjournment. Before adjournment of each session, the agenda, time, and place of the next session shall be agreed to by the chief negotiators.

F. The parties agree to furnish each other, upon written request and in reasonable time both prior to and during negotiations, all available information concerning financial resources of the District and such other readily available information as will assist the parties in their negotiations.

G. Negotiations shall be conducted in executive session. While it is expected that each Party will keep its constituents informed of progress, there will be no release of information to the public without the consent of both Parties.

H. When final agreement is reached, it shall be submitted to the Association for ratification before adoption by the School Board within fourteen (14) days and/or as listed in 4117.10 (c).

2.03 Impasse Procedure

A. If resolution is not accomplished by the forty-fifth (45th) day prior to the expiration date of the agreement, the Parties will request the services of a mediator from the Federal Mediation and Conciliation Service to assist the Parties in resolving the remaining issues. Any cost incurred will be divided equally between the Association and the Board.

B. Mediation, as set forth above, constitutes the parties' mutually agreed upon, final, and exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in O.R.C. 4117.14.

C. If there has been no settlement by the expiration date of the collective bargaining agreement, the employees shall have the right to strike as outlined in O.R.C. 4117.14 (D) (2).

2.04 Superseding State Law

The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedures set forth in O.R.C. 4117.14, which statutory time limits and procedures are hereby mutually waived, except O.R.C. 4117.14 (D)(2) as stated in 2.03 C.

ARTICLE III GRIEVANCE PROCEDURE

3.01 Definition

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

3.02 Purpose

A. The purpose of this procedure is to secure equitable solutions to problems which may arise at the lowest possible administrative level.

B. Any member of the bargaining unit has the right to present grievances without the intervention of the Association as long as adjustment is consistent with the terms of the collective bargaining agreement and as long as the Association has the opportunity to be present at the adjustment.

C. The employee or the Association (as appropriate) must utilize the appropriate form and cite the section(s) of the agreement which have allegedly been violated.

3.03 Time Limits

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

3.04 Level One

A. An employee who feels s/he has a grievance shall discuss it with their immediate supervisor and shall clearly state that it is a Level One grievance meeting, or

B. The employee shall present the grievance in writing on the appropriate form to his/her supervisor, who shall arrange a meeting within three (3) days. The employee, Association representative, and the supervisor shall attend the meeting.

C. The supervisor shall provide the Board and the Association with a written answer to the grievance within five (5) days of either meeting.

D. If such grievance is not lodged by the filing of the appropriate form at either Level One or Level Two within ten (10) working days of the date the grievant knew or should have reasonably known of the act or condition which is the basis for the grievance, said grievance shall no longer exist.

3.05 Level Two

A. In the event that the grievance is not resolved at level one, the Association will notify the Superintendent on the appropriate form within five (5) days of the receipt of the response at level one that it intends to process the grievance further.

B. The Superintendent, or designee, shall arrange a meeting within five (5) days. The employee, the Association representative, and the supervisor shall be present. Each party shall have the right to present witnesses and documentation to develop pertinent facts.

C. The Superintendent shall provide the employee and the Association with a written decision within five (5) days of the meeting.

3.06 Level Three

A. If the grievance is not resolved at level two, it may be appealed to the Struthers Board of Education by giving written notice to the Treasurer and the President of the Board within five (5) days of receipt of the level two response.

B. The Board will meet with the employee, the Association representative, and the supervisor at the Board's next regularly scheduled meeting, provided there is at least five (5) days advance notice; or the Board will consider the matter within twenty (20) days of receiving the notice, whichever date occurs first. Each party may present witnesses and documentation to develop pertinent facts.

C. The Board shall respond in writing within five (5) days of the hearing.

3.07 Level Four

A. If the grievance is not resolved at level three, the Association may notify the Superintendent within five (5) days that the grievance is to be submitted for arbitration.

B. The American Arbitration Association shall be contacted for a list of arbitrators within five (5) days from the Superintendent's receipt of Association's notice of appeal to arbitration. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

C. The arbitrator so selected will hold hearings promptly. The arbitrator shall issue a decision as soon as possible from the date of the hearing. The decision of the arbitrator shall be final and binding upon the parties.

D. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be shared equally by the Association and the Board.

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

3.08 Record Keeping

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

3.09 Representation

A. Both parties shall have the right to legal counsel at all levels of the procedure. The grievant shall have the right to an Association representative at all levels.

B. The Professional Rights and Responsibilities Committee shall determine when a grievance should be processed to Level Four.

C. Release time shall be granted to the following bargaining unit members for the processing of grievances at an arbitration proceeding in accordance with Article 3, Section 3.07 and Article 4, Section 4.013 (up to five [5] days), of this Contract.

1. President of the Association

2. Building Representative who has processed the grievance

3. a. Grievant (if individual)

b. Grievance Chairperson (if class action)

4. All witnesses required by the Association for the time necessary to provide testimony at such arbitration.

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

ARTICLE IV RIGHTS

4.01 Association Rights

4.011 Representation

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

4.012 Agency Shop (Fair Share) Fee

This section has been placed in abeyance in Appendix J.

4.013 Association Leave

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

4.014 Association President Release Time

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

4.015 Association Office

The Board shall provide a separate, private office space for the Association's use. This office space will be in the building in which the Association President is assigned for the majority of the day.

4.02 Employee Rights

Certificated/licensed staff employed or to be employed have:

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

B. The right to engage in other concerted activities for the purpose of collective bargaining or other mutual aid and protection;

C. The right to representation by an employee organization;

D. The right to bargain collectively and to enter into collective bargaining agreements with their public employers; and

E. The right to present grievances and have them adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and as long as the bargaining representatives have the opportunity to be present at the adjustment.

F. While the personal life of a teacher is not normally within the appropriate concern or attention of the Board of Education, conduct occurring off school grounds and/or during non-school hours which constitutes gross immorality or other good and just cause consistent with O.R.C. 3319.16 which prevents a teacher from properly performing his/her assignment functions during the work day may continue to be within the appropriate purview of the Board. The Board shall not adopt or enforce any policy which would illegally or unreasonably invade the privacy and dignity of the teacher.

4.03 Management Rights

The Board retains the sole right to manage the operation of the schools as described in O.R.C. 4117.08(c) below except as limited by the terms and conditions of this Agreement.

A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

B. Direct, supervise, evaluate, or hire employees;

C. Maintain and improve the efficiency and effectiveness of governmental operations;

D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the employer as a unit of government;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the public employer as a governmental unit.

4.04 Occupational Safety and Health

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

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

4.042 Duties of the Employer

A. Each public employer shall:

1. Furnish to each public employee employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious physical harm to such public employees;

2. Comply with Ohio employment risk reduction standards, rules, and orders adopted or issued pursuant to this chapter.

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

4.043 Duties of the Employee

A. Each public employee shall:

1. Comply with Ohio employment risk reduction standards, rules, and orders adopted or issued pursuant to this

chapter which are applicable to the public employee's actions and conduct:

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

4.044 Report Internally First

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

4.0442 Option of Employee

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

4.0443 Board's Right to Reassign

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

ARTICLE V LEAVE POLICIES

5.01 Sick Leave

A. All certified/licensed staff shall be granted one and one-quarter (1 ¼) days sick leave per month to a maximum of fifteen (15) days annually with full pay. Sick leave shall be accrued without limit.

B. Sick leave payments will be made for any work day of the school year, including the first day, if the absence is approved sick leave.

C. Certified/licensed staff may use sick leave for absence due to personal illness, pregnancy, (pregnancy includes miscarriage, abortion, childbirth, and recovery therefrom), injury, or exposure to contagious disease which could be communicated to others. It may also be utilized for absence due to illness, injury or death in the certified/licensed staff member's immediate family. (O.R.C. 3319.141) While sick leave may not be used for general custodial care, a day or portion of a day may be taken as sick leave in emergency situations in order to transport a member of the immediate family to or from a hospital or to arrange for medical or nursing care for such a member. Members are encouraged, whenever possible, to schedule routine doctor, dental and/or other health service provider visits outside of the school day. Members are urged to take the least possible amount of leave, in no less than ¼ day increments, for routine visits.

D. No teacher shall forfeit accumulated sick leave during an authorized leave of absence. Also, if a certified/licensed staff member is absent because of illness due to a communicable disease definitely traceable to contact made in school, the absence will not be charged against them by the reduction of accumulated sick leave days.

E. The following relatives are included under immediate family: father, mother, father-in-law, mother-in-law, son, daughter, husband, wife, significant other, step-parent, step-children. Staff members attending the funeral of a close friend or relative who was not a member of the immediate family as described above, shall be allowed use of sick leave, personal leave, or emergency personal leave. In addition, should a person for whom the bargaining unit member is the primary caregiver experience an illness or injury, the bargaining unit member may use sick leave for that purpose.

F. Paid emergency leave in excess of the limitations herein contained may be granted by the Superintendent of Schools.

G. An emergency leave request shall be completed by the certified/licensed staff member and submitted with the reason to his or her principal immediately upon return to work after the emergency leave. If emergency leave is denied, the certified/licensed staff member shall be notified orally and in writing at the time of the request.

H. In the event of absence of a certified/licensed staff member for illness, the Superintendent may request an affidavit as defined in the Ohio Revised Code 3319.141 or a doctor's certificate. Certified/licensed staff members who use more than five (5) days consecutive or a total of twenty (20) sick leave days during the school year must provide the Board with medical verification.

I. Advancement of Sick Leave. It shall be the policy of the Struthers City Board of Education, in those instances where certified/licensed staff are newly hired (within five (5) years), to allow an advancement of not less than five (5) days of sick leave annually. Moreover, the advancement of this sick leave shall then be charged against any subsequent accumulation by the certified/licensed staff member in question. Finally, the Treasurer shall deduct from the certified/licensed staff member's pay an amount equal to the days the certified/licensed staff member was unable to earn in a given pay period (due to resignation, job change). An individual awaiting a state retirement disability will not be advanced five (5) days' sick leave.

J. Except as otherwise stated in this section or in the case of indicated abuse of sick leave, an employee’s reason for use of sick leave is a private matter, and shall not be subject to scrutiny or questioning by the Board and/or the administration.

K. An employee may be disciplined and/or terminated for falsification of a sick leave statement pursuant to O.R.C. 3319.141.

5.02 Attendance Incentive

Any teacher that has not used sick leave will be granted an additional personal day for the following school year. There will be no restrictions placed on this earned personal day, other than what is specified in 5.05(6).

5.03 Assault Leave

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

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

B. All cases of assault suffered by a certified/licensed staff member, in connection with his/her employment, shall be reported immediately to the principal and the Superintendent. A written report shall be filed later with the Superintendent on a form to be provided by the Superintendent's office.

C. The Board agrees to provide legal counsel to defend any action arising (1) out of an assault on a certified/licensed staff member, (2) out of any disciplinary action taken against a student by a certified/licensed staff member while the employee is working within the scope of his/her employment at school or at a school related function, or, (3) out of any claim, demand, suit or judgment by reason of alleged negligence or other acts resulting in accidental injury to, or death of any person, or in accidental damage to, or destruction of property, within or outside the school building, providing such certified/licensed staff member at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of duties within the scope of employment or under the direction of the Board. The Board of Education shall not be liable for any acts of vandalism.

D. If criminal or civil proceedings are brought against a certified/licensed staff member alleging that he or she committed an assault in connection with his or her employment, such certified/licensed staff member may request the Board of Education to furnish legal counsel to defend him or her in such proceedings. If the Board does not provide such counsel and the certified/licensed staff member prevails in the proceedings, then the Board shall reimburse the certified/licensed staff member for reasonable legal fees incurred by him or her in defending the proceedings. If the certified/licensed staff member is found guilty in a criminal proceeding, there will be no reimbursement and such findings of guilt may constitute cause for dismissal depending on the nature of the crime. If the conviction is reversed, the certified/licensed staff member will be made whole and placed in the first available

teaching position for which the certified/ licensed staff member is certified/licensed.

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

5.04 Parental Leave

A. Parental leave of absence shall be granted, upon request, to an employee who becomes pregnant, or who becomes a parent by childbirth or adoption. Said leave shall be an unpaid leave of absence and shall be granted for the full school year or part of the school year in which it is requested. Parental leave for pregnancy may begin at any point of the pregnancy and shall continue through the disability connected with delivery. Upon request of the employee, parental leave may be extended for a period up to one (1) additional school year, provided the request is made in writing to the Superintendent of Schools (who has the prerogative to accept or reject said proposal) on or before March 1 immediately preceding the school year for which the extension is requested.

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

pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery.

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

1. An employee whose leave of absence shall expire prior to the beginning of the Fall semester shall notify the office of the Superintendent not later than March 1 if s/he intends to return to active duty at the beginning of the next school year.

2. An employee whose leave of absence shall expire prior to the beginning of the Spring semester shall notify the office of the Superintendent not later than November 1 if s/he intends to return to active duty at the beginning of the Spring semester.

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

5.05 Professional Leave

A. Certified/licensed staff members may be permitted up to two (2) days each year for attendance at recognized educational meetings or for visiting an outstanding school system. The arrangements must be made in advance with the principal and approved by the Superintendent.

B. The Board shall pay, the reasonable expenses including fees, meals (up to a total of fifty dollars [$50] per day; up to ten dollars [$10] for breakfast, up to fifteen dollars [$15] for lunch and up to twenty-five dollars [$25] for dinner), and lodging for conferences or other professional improvement sessions at the request and/or with the advance approval of the principal and Superintendent for a particular purpose of special benefit to the school system and/or the individual participating.

C. With advance approval of the Superintendent, any certified/licensed staff member holding office in a professional organization representing an academic discipline or invited to participate in a program of the organization may be excused from duty because of such obligations. Absences for other professional obligations of a similar nature may also be approved. No loss of pay or use of accumulated sick leave days shall be incurred by the certified/licensed staff member.

5.06 Personal Leave

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

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

B. Personal leave cannot be used for a work stoppage.

C. Personal leave will not be granted to more than twelve (12) certified/licensed staff members during any one day. Further, not more than four (4) high school, four (4) middle school or four (4) elementary staff members may use personal leave on any one day. Additionally, no more than forty (40) personal leave days system-wide may be taken in the same month, except that during the months of May and December, no more than thirty (30) personal leave days system-wide may be taken. Such leave shall be on a first come, first serve basis. Additional days may be granted at the discretion of the Superintendent.

D. Personal leave may not be used for sick leave nor vice versa except if a certified/licensed staff member chooses to use personal leave for routine doctor, dental, and/or other health care provider visits.

E. Personal leave may not be used the first, nor the last day of student attendance except with a verifiable reason. The use of personal leave for the day before or after a holiday, or any day after April 30 shall be limited to the first nine (9) employee requests received by the Superintendent. Any request received after these nine (9) will require the approval of the Superintendent. No more than five (5) personal leave day requests for the day before or after a holiday, or any day after April 30 will be approved in any one building.

F. A certified/licensed staff member has the option of the following: unused personal days shall be rolled into accumulated sick leave, or the staff member shall be compensated at the rate of one hundred dollars ($100) for each unused personal day. When a bargaining unit member retires, any unused personal leave will be rolled into sick leave at the time of retirement and will be included in severance calculations. A certified/licensed staff who has used the sick leave bank is not eligible for compensation for unused personal days in the school year in which the bank was used. Unused personal days may, however, be rolled into accumulated sick leave.

G. Personal leave must be taken in one-quarter (¼) day increments.

H. A certified/licensed staff member may carry over up to two (2) of his/her personal days from one year to be used in the following year for a planned special personal event except that the carried over personal days may not be used for vacations. Request for such carry over must be made in writing no later than May 15th to the SEA President and the Superintendent, stating the dates and type of event to occur in the following year. If the staff member does not use all of the personal days in the following year, s/he may roll the unused personal days into accumulated sick leave.

I. Except as otherwise stated in this section, an employee's reason for use of personal leave is a private matter, and shall not be subject to scrutiny or questioning by the Board and/or the administration.

5.07 Unpaid Leave

A. A leave of absence without pay may be granted for up to one (1) year for the following reasons:

1. For the purpose of further study.

2. For health reasons, upon advice or order of a physician.

3. For personal reasons, if approved by the Superintendent.

4. For any other reason of hardship, as per recommended by the SEA President and agreed by the Superintendent.

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

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

5.08 Sick Leave Bank

5.081 Establishment

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

B. During the year, additional days may be donated by bank members upon the agreement of the Sick Leave Committee.

5.082 Operational Procedures

A. Use of days from the Sick Leave Bank will be limited to those individuals who have contributed to the bank during the school year in which they wish to use days from the bank.

B. Use of days from the Sick Leave Bank will be limited to catastrophic personal injury or long-term illness of the Bargaining Unit member or the Bargaining Unit member's spouse, or the Bargaining Unit member's dependent children. A doctor's statement is required with the application in order to be considered. For disability associated with the normal course of pregnancy and childbirth, use of the Sick Leave Bank shall be limited to a maximum total of thirty (30) workdays of recuperation time after childbirth. Sick Leave Bank members must use accumulated sick leave first and then may use days from the sick leave bank if needed to reach the total of thirty days. Additional use of the Sick Leave Bank beyond the thirty (30) workday maximum for disability associated with childbirth shall be permitted only if such absence would otherwise qualify under this provision.

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

D. The maximum number of days that a person may use is twenty percent (20%) of the total days in the Bank at the end of the enrollment period, or ninety (90) days, whichever amount is less. The Sick Leave Bank Committee will meet to review a recipient’s continuing eligibility after forty-five (45) days of Sick Leave Bank use. Additional days may be granted at the discretion of the Sick Leave Bank Committee.

E. No bargaining unit member shall be actively employed with any other employer, private or public, during the period of time that s/he is receiving benefits from the Sick Leave Bank.

F. Use of the sick leave bank is a private matter to be discussed only with committee members. Evidence of disclosure of receipt of sick leave bank days shall cause forfeit of said days. Disclosure includes, but is not limited to, discussion with colleagues and/or community members and on any social media.

5.083 Sick Leave Bank Committee

A. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the business office of the Struthers City School District will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This committee will be titled the "Sick Leave Bank Committee" (hereafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:

1. Superintendent of Schools of the Struthers City School District or his/her designee.

2. The Struthers Education Association President or his/her designee.

3. One (1) Struthers City School District business office or building level administrator. This member is to be appointed by the Superintendent of Schools of the Struthers City School District.

4. Two (2) bargaining unit members. These members are to be appointed by the Struthers Education Association President. Effort should be made with these appointments to provide bargaining unit representation from the elementary, middle school, and high school levels.

B. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.

C. One of the three bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The Struthers Education Association President will designate the chairperson prior to the first meeting of the SBC.

D. The SBC will be responsible for developing the forms needed to operate the Bank except for the Application to Use Days form.

E. Guidelines will be reviewed annually by the Sick Leave Bank Committee.

5.09 Exchange Leave

A. Upon recommendation of the Superintendent of Schools, leave for exchange certified/licensed staff positions under either national or international programs may be granted by the Board to

certified/licensed staff who have successfully completed their required three (3) year probationary period in the Struthers City School District, and who have completed at least an additional two (2) years of competent service.

B. The Board shall compensate any certified/licensed staff member granted exchange leave on the basis of equivalent arrangements made through the Office of the Superintendent. Any period served as an exchange shall be applied to the salary schedule as if such period has been served by the certified/licensed staff member in the Struthers City School District.

5.10 Return Following Unpaid Leave of Absence

A. A certified/licensed staff member who has been granted any unpaid leave of absence (i.e., parental, exchange leave, personal leave without pay, or other long-term unpaid leave) who desires to be reassigned to duty following the expiration of such leave shall adhere to the following procedure:

1. An employee whose leave of absence shall expire prior to the beginning of the Fall semester shall notify the office of the Superintendent not later than March 1 if s/he intends to return to active duty at the beginning of the next school year.

2. An employee whose leave of absence shall expire prior to the beginning of the Spring semester shall notify the office of the Superintendent not later than November 1 if s/he intends to return to active duty at the beginning of the Spring semester.

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

B. Reinstatement of the employee to duty following a leave of absence shall be made after the proper notification has been submitted. If the notice of the teacher's intention is not received by the appropriate dates set forth above, the Superintendent will mail an inquiry to the last known address by certified mail with a copy to the SEA President. If no response is received within ten (10) days of the date of mailing such notice, the Superintendent and SEA President shall confer and following this conference, if neither can secure an immediate response from the teacher, the teacher's employment may be considered terminated by the Board.

C. An employee returning from leave of absence shall be reinstated to a position commensurate with certification/licensure.

5.11 Family and Medical Leave

A. Teachers are entitled to leave as provided in the Family and Medical Leave Act (FMLA) and its associated regulations. For purposes of this section, "twelves (12) month period" is defined as "the twelve (12) month period measured forward from the date the employee's first FMLA leave begins" (i.e., the leave year is specific to each employee). The teacher is entitled to twelve (12) weeks of leave during the twelve (12) month period beginning on the first date FMLA leave is taken. The next twelve (12) month period commences the first time FMLA leave is taken after the completion of any previous twelve (12) month period.

1. Purpose: Eligible employee may take up to twelve (12) weeks of FMLA leave in any twelve (12) month period as defined above for the following reasons:

a. The birth of the employee's child and to care for the child within one (1) year of the child's birth;

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

c. The employee is needed to care for the spouse, child or parent of the employee when that family member has a serious health condition;

d. The employee's own serious health condition prevents him/her from performing the functions of his/her job.

2. Usage

a. The employee shall give the Board thirty (30) days notice when the need for leave is foreseeable; otherwise, the notice shall be given as soon as practicable. Employees requesting FMLA leave shall utilize forms provided in the Appendix and the office of the Treasurer.

b. FMLA leave may be taken intermittently in accordance with law.

c. An employee shall not be required to substitute unpaid FMLA leave for any paid leave provided by this Agreement.

B. Insurance Continuation: The Board will maintain the employee's coverage under its "Group Health Plan" for the duration of the leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the period of the leave.

C. For the purposes of processing FMLA requests and related leave, the Board shall utilize applicable forms provided by the Department of Labor.

5.12 Bereavement Leave

Three (3) days bereavement leave shall be granted to teachers due to a death in the immediate family as defined in 5.01 E. The bereavement leave may be used for the actual funeral, for grieving or for business related to the death as needed. Additional bereavement days may be taken from sick leave, personal leave or emergency personal leave.

If the death in the immediate family occurs more than two-hundred (200) miles from Struthers (by AAA estimate), one (1) additional day shall be approved by the Superintendent (with pay) upon proof of need.

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

One (1) day, or a portion of a day, of bereavement leave shall be granted to teachers due to a death of a Struthers staff member, to be used for the day of the funeral. Funeral time will be allowed only if the certified/licensed staff member attends the funeral. Teachers may agree to cover for one another, at no cost to the Board, to allow for funeral attendance.

5.13 Jury Duty

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

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

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

5.14 Military Deployment Leave

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

Employees shall be granted military leave consistent with state and federal law.

ARTICLE VI WORKING CONDITIONS

6.01 Professional Personnel Records

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

A. Each item in the file shall indicate its date of origin and the date it was entered into the file.

B. Letters which are complaints or warnings from the administration to said employee to improve or to desist from continuing present practices will be placed into employees' files with a copy being forwarded to the employee for his or her signature and date. Said letter is to be personally given to the employee by his or her principal. If a copy with the employee's signature and date is not returned within (ten) 10 working days to signify acknowledgement of letter or else to write a rebuttal, said letter will remain in the file so annotated by the Superintendent. A copy of any such letters will be given to the Association at the time of insertion into the personnel file. Written complaints or other negative material authored by anyone other than administrative personnel are not to be included in the official personnel file.

C. An employee shall have the right to write a rebuttal to any document in the file and to have the rebuttal placed in the file, provided the rebuttal is submitted within ten (10) working days of the employee receiving the document.

D. Unfavorable material, other than evaluation documentation, will not be considered by the Board for more than five (5) years after its insertion for any disciplinary action, up to and including nonrenewal and termination under the terms of this Agreement.

E. An employee may examine his/her file, including building files, by utilizing the provisions of O.R.C. 149.43 in effect as of October 3, 2023 and specific Board Policy 8310 in effect as of May 18 2017. Both the employee and the administration have the option of having an additional party present at the review.

6.02 Just Cause

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

6.021 Option of the Bargaining Unit Member

A. Continuing Contract Employees

Any bargaining unit member confronted with the termination of his/her employment contract by the Board shall have the option of challenge to said action by utilizing the provisions of O.R.C. 3319.16 and 3319.161 in effect as of October 3, 2023, or by utilizing the provisions of this Contract.

6.03 Teacher Non-Renewal

The procedures set forth in O.R.C. Section 3319.11, in effect as of October 3 2023, shall be followed for nonrenewal of limited contract teachers.

6.04 Changes in Teaching Conditions/Terms of Employment

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

6.05 Substitute Teachers

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

B. When a certified/licensed staff member is absent, a qualified substitute will be provided when possible.

6.051 Long Term Substitutes

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

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

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

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

E. Neither the provisions of Article 6.19 Evaluation nor the provisions of Section 3319.111, Ohio Revised Code shall apply to long-term substitutes and the same are specifically superseded. However, at least one (1) written evaluation using the current contractual evaluation instrument will be provided for a long-term substitute whose employment extends beyond sixty (60) days. The evaluation will be based on at least one thirty (30) minute observation.

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

6.06 Reduction in Force

When, by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district, and for financial reasons, the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference to teachers on continuing contracts, except for teachers who are rated “Ineffective” (see 6.06 C.1.), and to teachers who have greater seniority when teachers possess comparable evaluations. Teachers who are rated “Ineffective” shall be suspended first, regardless of contract status (See 6.06.C.1.). So long as they possess comparable evaluations, teachers whose contracts have been suspended shall have the right of restoration in the order of seniority of service in the district if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. Seniority rights shall be determined according to the procedure established in Section 6.06 (B).

A. Attrition

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

and cannot obtain this necessary certification/licensure. Attrition may not be sufficient to accomplish a reduction in force in full.

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

B. Seniority Rights/Seniority Lists

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

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

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

   a. Board-approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.

   b. If two or more teachers have the same length of continuous service, seniority will be determined by:

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

      (2) The date the teacher signed his/her initial employment contract in the District.

      (3) Any remaining ties will be broken by the last four (4) digits of each individual's Social Security Number. The four (4) digits with the lowest number will receive the higher placement.

   c. It is the teacher's responsibility to prove his/her seniority if different from the Board's calculation.

C. Suspension

1. To achieve such a reduction in force, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent. In making the recommendations, the Superintendent must reduce first bargaining unit members on

limited or continuing contracts who have received a final summative rating of “Ineffective” within areas of certification/licensure who are currently assigned to a position in that teaching field. If there are multiple teachers in this group, seniority amongst these limited and continuing contract teachers rated “Ineffective” shall determine the order of reduction within this first group.

2. Should the necessary reduction of teaching positions exceed the number of limited and continuing contract teachers rated “Ineffective” in the affected teaching field, limited contract teachers shall be reduced utilizing the following order:

   Limited contract teachers shall be reduced first utilizing the following order:

   i. Certification/Licensure within the currently assigned and affected teaching field.
   ii. Comparable evaluations as defined in this agreement (i.e., lower rated employees being subject to reduction prior to those with higher ratings).
   iii. 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 being the first to be suspended.

   a. Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:

      i. Certification/Licensure within the currently-assigned and affected teaching field.
      ii. Comparable evaluations as defined in this agreement (i.e., lower rated employees being subject to reduction prior to those with higher ratings).
      iii. 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 being the first to be suspended.

   b. Comparable Evaluations

      Comparable evaluations shall be based on the average of three (3) years of summative evaluations. Until three (3) years of applicable data is available, all teachers are considered comparable, except for any teachers who

receive a summative evaluation rating of ineffective. (See 6.06.C.1.)

i. The evaluation ratings specified in this section refer to the final summative evaluation ratings assigned to a teacher. If, for whatever reason, the employee does not possess a final summative rating for the year in which the reduction in force will occur, the employee's last rating will be utilized for the purposes of considering whether employees are "comparable" or "Ineffective." In the event the teacher does not have any prior rating, seniority in the District shall prevail.

For the purposes of this article, SEA members who are not evaluated under OTES shall not be considered in the pool of determining "comparable" and shall be compared only to other non-OTES-evaluated SEA members within their certification/licensure.

3. A teacher affected by reduction in force may elect to displace a teacher who possesses a comparable or lesser evaluation rating and who holds a lower position on the seniority list for another area of certification/licensure for which the affected teacher is currently certificated/licensed or will become certificated/licensed on or before the first (1st) day of school.

4. Any certified/licensed staff member suspended because of a reduction in force shall have the right to apply through the group insurance/guidelines outlined in this Agreement consistent with COBRA except when other employment provides hospitalization coverage.

D. Recall

The names of teachers whose limited contracts are suspended in a reduction in force will be placed on a recall list for twenty-four (24) months from the time of the suspension of contract, except continuing contract teachers who will remain on the recall list for a continuing period of time, provided they have not accepted employment in a certificated/licensed position in another school district. Teachers on the recall list will have the following rights:

1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated/licensed for the vacancy.

2. Teachers on the recall list will be recalled by seniority as long as the individual possesses a comparable or higher rating than the other teachers on the recall for vacancies in areas for which they are certificated/licensed. If applicable, continuing contract teachers with the requisite certification/licensure shall be recalled prior to limited contract teachers with the requisite certification/licensure.

3. If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the Board office within ten (10) calendar days from the date on the certified announcement. So long as the eligible teachers on recall possess comparable evaluations, the most senior of those responding will be given the vacant position. Any teacher who fails to respond within ten (10) calendar days, or who declines to accept the position, will forfeit all recall rights.

4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and appropriate salary schedule placement as s/he enjoyed at the time of layoff. A teacher who is recalled shall be restored to such employment status (i.e. continuing or limited contract) that s/he held at the time of the reduction in force.

E. Supersede State Law

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

6.07 School Year

The school year shall consist of a maximum of one hundred eighty-three (183) days (or, due to the shift in school calendar calculations, this is the equivalent of 1342 hours). One hundred eighty (180) days (or the equivalent one thousand-three hundred-twenty [1320] hours) shall be instruction days. Two (2) days are professional in-service days. The Association shall be permitted to have a membership meeting of no less than thirty (30) minutes within the beginning district in-service days. A joint committee comprised of three (3) Association members, including the SEA President, and three (3) administration members shall be created and shall have authority to determine how the 183rd day will be used**.** NEOEA day will be a non-work day. The parties will comply with state law that sets forth a minimum number of student instructional hours per year.

Release time may be provided at the end of each nine (9) week grading period to facilitate record-keeping responsibilities. Special education teachers responsible for drafting IEPs will receive necessary release time to accomplish that purpose.

6.08 School Day

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

All employees shall attend one (1) open house per school year, if one is scheduled by Administration. For each building in the District, the regular school day will end no later than 2:00 p.m. on the day on which an open house is being held in that building.

All bargaining unit members shall attend no more than two (2) parent-teacher conference nights per school year, as scheduled by Administration. On the day of the first parent-teacher conference, student dismissal at all buildings will be according to the building's early dismissal schedule; but no later than 12:45 p.m.

B. Teachers shall not be assigned duties outside of the seven (7) hour and twenty (20) minute time period unless compensatory time off is provided. Compensatory time shall be during the same pay period and must be at the beginning or end of the scheduled day.

C. Duty assignments outside of the normal day must be agreed to by the teacher involved.

D. Teachers attending meetings outside of the normal school day as requested by the administration shall be compensated at an hourly rate in accordance with Article VII, Section 7.09 Hourly Wage. Teachers attending meetings outside of the normal school day as required by some other entity, including but not limited to, Youngstown State University for dual credit courses and The College Board for AP courses, shall be compensated at an hourly rate in accordance with Article VII, Section 7.09 Hourly Wage. Summer enrichment as required by some other entity, including but not limited to, Youngstown State University for dual credit courses and The College Board for AP courses, shall be compensated at a daily rate of fifty dollars ($50) if agreed to by the SEA President and the Superintendent. Teachers attending meetings on their own initiative for personal or professional development are not entitled to compensation for that attendance. Department heads may be required to attend a maximum of two (2) after school county meetings without additional compensation beyond the supplemental contract.

6.09 After School Meetings

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

A. Superintendent of Schools' general staff meeting or other meetings called by the Superintendent of Schools. The Association shall be permitted to have a general meeting at the conclusion of any general staff meeting.

B. General faculty or other meetings called by the school principal.

C. Subject Field Groups, Grade Level Groups, or Special Groups as authorized by the Superintendent of Schools, or principal concerned.

D. Such meetings should not last longer than 4:00 p.m. unless agreed upon by the personnel concerned.

E. The total of such educationally-oriented meetings shall not exceed ten (10) meetings per year and no more than two (2) meetings per month. Attendance exceptions shall be determined by the building principal.

F. Certified/licensed staff membership and participation in PTA-sponsored activities before school hours and after school hours shall be voluntary. PTA meetings during school hours are to be attended as per instruction of the building principal.

6.10 Lunch Period

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

6.11 Preparation and Planning Periods

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

During lunch and planning/conference periods, teachers may leave their buildings. In case of a personal emergency arising at other times during the school day, the building principal or his/her designee may

grant authorization for the teacher to leave the building. In those circumstances, the appropriate leave mechanism may be required as determined by the building principal or his/her designee. Periodically teachers may leave the building after student dismissal at the end of the day, after obtaining authorization from the building principal or his/her designee, without activating any leave mechanism. Any time during the workday when a teacher leaves the building, s/he must sign out and sign in.

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

B. Secondary certified/licensed staff should not be assigned classes requiring an unreasonable number of different teaching preparations in any one semester.

C. If a staff member is asked to use his/her planning period time to substitute for an absent bargaining unit member, s/he will be paid twenty-five dollars ($25.00) per instructional period. This provision also applies to a staff member who is asked to take extra classes into his/her scheduled classroom. Study hall teachers are eligible for payment only if more than one additional class is added to the study hall. Payment shall be made the first pay period following the pay period in which the work was performed.

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

D. Intervention specialists will not be pulled from their regularly assigned duties to cover for absent bargaining unit members unless no other alternative is possible.

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

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

6.12 Participation - Extracurricular Activities and Other After-School Functions

A. The Board and the Association recognize the importance of teacher participation in extracurricular activities and other after-school functions.

Therefore, they agree that teachers should attend some school activities which are held after school or in the evening.

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

B. School sponsored programs such as tutoring during planning periods, before or after school for remediation, proficiency tests or for standardized college entrance exams such as the ACT, SAT or PSAT, shall be reimbursed at a rate of twenty-five dollars ($25) per hour.

6.13 Supplemental Contracts

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

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

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

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

C. The performance of all head athletic coaches will be evaluated in writing by the building administrator in consultation with the Director of Athletics. The head coach of each respective sport may evaluate his/her assistants.

D. A unit member who fails to fulfill or substantially complete his/her duties under a supplemental contract by reason of resignation, thereby necessitating the Board to hire a replacement, shall be paid on a prorated basis for the season or activity during which she/he fulfilled the

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

E. In order to receive payment for completed duties under a supplemental contract, a unit member shall substantially complete the duties of the position and process all required paperwork.

F. Postings shall be in accordance with 6.222 A.

6.14 Medical Examination

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

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

6.15 Class Size

A. The Board and the Association recognize that the pupil-teacher ratio is an important aspect of an effective educational program. Therefore, they agree that the class sizes set forth below are desirable standards.

1. Elementary (K-4) - not to exceed twenty-five (25).

2. Middle (5-8) - not to exceed twenty-five (25).

3. High School (9-12) - not to exceed one hundred-twenty-five (125) in English and not to exceed twenty-five (25) per class in any academic subject area.

4. High School Counselors – 1-350 ratio.

5. Special Education Resource Rooms – not to exceed more than three (3) grade levels in one (1) class

B. Unless established for the purpose of implementing a specific, deliberately planned education program, no split-grade classes should be maintained in the elementary schools.

C. Classroom aides in grades K-6 shall be assigned using the following formula:

1. Academic classrooms with 28-30 students at any time during the school day = one (1) hour per day.

2. Academic classrooms with 31-32 students at any time during the school day = two (2) hours per day.

3. Academic classrooms with 33-36 students at any time during the school day = three (3) hours per day.

When class size at the elementary level exceeds thirty-six (36) pupils for any regular academic classroom teacher, the class will be divided; however, if there is a lack of immediately available physical facilities, provisions should be made for such certified/licensed staff member to have an aide assigned to the classroom for the entire school day. Every effort will be made to maintain reasonably balanced classes

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

6.16 Facilities

A. The Board and the Association agree that it is desirable that each building has the following facilities:

1. Space in each classroom in which certified/licensed staff members may safely store instructional materials and supplies.

2. A certified/licensed staff member's work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

3. An appropriately furnished room, which shall include a telephone, to be used as a faculty lounge.

4. Well-lighted, ventilated, clean staff restrooms with hot and cold running water and appropriate facilities for men and women.

5. Copying equipment which is of adequate capacity for the building.

6. Adequate parking space for all certified/licensed staff.

7. An adequate professional library in each building. Materials generally shall be selected by certified/licensed staff committees.

6.17 Instructional Materials

A. The Board agrees to provide sufficient instructional materials to insure that each pupil in a classroom has copies for his/her own use. This also means to include supplemental materials, at parallel or other levels, to insure each pupil a broad base or depth in learning.

B. Instructional materials to be used in the schools, shall continue to be cooperatively selected through joint consultation among the certified/licensed staff and administrators, subject to final approval by the Superintendent. Instructional materials must be adaptable to the Ohio content standards.

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

6.18 Summer School Program

A. Positions in the Struthers Summer School shall, to the extent possible, be filled first by certified/licensed staff regularly employed in the Struthers City School District.

B. In filling such positions, consideration must be given to a certified/licensed staff member's area of competence, experience, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the District.

C. All openings for summer school positions must be posted as described in Section 6.222 A and B of this Agreement.

D. Preference will be given to kindergarten teachers or staff members who previously taught Success by Six.

6.19 Evaluation

PURPOSE: The Board, the Administration, and the Association agree that any certified/licensed staff evaluation program is intended to provide ongoing assessment and meaningful feedback to advance the professional development of teachers and to support student growth. The goal of both the evaluator and the certified/licensed staff member must be a sincere attempt to assist in identifying and/or developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

Part I. For OTES (Ohio Teacher Evaluation System) Members of the Bargaining Unit

A. APPLICATION: An OTES member of the bargaining unit is a certified/licensed instructor who spends at least 50% of his/her time

providing content-related instruction and who is working under one of the following:

1. A license issued under ORC Sections 3319.26, 3319.222 or 3319.226; or
2. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or

3. A permanent certificate issued under ORC Section 3319.22 as it existed prior to September, 2006; or

4. A permit issued under ORC Section 3319.301.

Teachers not meeting this definition will be referred to as non-OTES members of the bargaining unit, and will be evaluated as set forth in Part II below. Guidance counselors and teacher librarians are OTES members of the bargaining unit.

B. PROFESSIONAL DEVELOPMENT: The Board shall provide training for administrators and teachers that ensures an understanding of all processes, forms, rubrics and tools used in OTES.

C. FORMAT: The Board, the Administration, and the Association agree that the standards-based certified/licensed staff evaluation program will conform to the framework for evaluation of teachers developed under ORC Section 3319.112, and will include the following:

1. A uniform instrument for rating members of the certified/licensed staff.

2. The Struthers City Schools will use the OTES evaluation system as developed and updated by the OTES Committee as listed in Appendix G.

D. EVALUATORS: Evaluations will be conducted by a credentialed (as established by the ODE for teacher evaluation) principal (employed by Struthers City Schools) or a credentialed associate/assistant principal (employed by Struthers City Schools) within a building in which the staff member is assigned for a majority of the day, or by the credentialed Director of Special Services (employed by Struthers City Schools) if the staff member is a part of the Special Services department. Strictly prohibited are the use of peer evaluators and the use of any outside agency as evaluators.

Exceptions to the above are:

1. Teachers whose students evidence above expected levels of student growth may choose their credentialed evaluators for the evaluation cycle.

2. Teachers whose students evidence expected levels of student growth shall have input on the selection of their credentialed evaluators for the evaluation cycle.

E. TEACHER PERFORMANCE ASSESSMENT STRUCTURE AND PROCEDURES:

1. A teacher's performance shall be assessed based on the Ohio Educator Standards and rubrics for teaching and the criteria set forth in the evaluation instrument, Appendix G to this Agreement. A teacher shall be required to have no more than two (2) focus areas in the evaluation cycle for any given year.

2. Teacher performance assessments shall be based solely on the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, and the walkthroughs that are set forth in this Agreement. No misleading, inaccurate, untimely or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence.

3. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The district shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices, unless approved in advance by the teacher being assessed.

4. All OTES members of the bargaining unit will be evaluated once annually, except:

   a. For a teacher who receives a rating of "Accomplished" on his/her most recent evaluation and a teacher who receives a rating of "Skilled" on his/her most recent evaluation then evaluations will be conducted according to the "less frequent cycle" as defined by the Ohio Department of Education.

   b. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may choose to complete a project in lieu of one (1) formal observation.

   c. Members that are not on a full evaluation cycle (Accomplished or Skilled) will have the option of completing the pre-conference forms, but will not be required to do so.

5. All evaluations will be completed by May 1st and each teacher will be provided a copy of his/her evaluation results through the eTPES system, including the assigned evaluation rating, by May 10th. This copy of evaluation results (the evaluation report) shall be electronically signed by the evaluator and then be electronically signed (with the teacher's pin) by the teacher to verify notification to the teacher that the evaluation report will be placed on file. The teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. If a teacher refuses to sign, the evaluation report shall be placed in the teacher's file without his/her signature.

6. For a teacher on a limited or extended limited contract under consideration for non-renewal, a third formal observation is required. The third observation will be either focused or holistic based on the improvement plan. Said teacher would be notified by the evaluator within ten (10) days after the review of the improvement plan. Written notice of nonrenewal will be provided by June 1st.

F. FORMAL OBSERVATIONS

1. A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be a least three (3) weeks between formal observations. The first formal observation shall be completed by December 31st. The second formal observation shall be completed by April 30th. If after the second formal observation a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted prior to April 30th.

2. Formal observations shall be preceded by a conference (pre-conference) between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed. The pre-conference shall take place within two (2) days of the scheduled observation. See Pre-Conference Form Appendix G-3.

3. A conference (post-conference) shall be held after each formal observation and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan. The post-conference shall take place within five (5) days of

the scheduled observation. See Post-Conference Form Appendix G-4.

4. The timelines above may be extended upon mutual agreement of the certified/licensed staff member and the administration.

G. INFORMAL OBSERVATIONS (WALKTHROUGHS)

1. An informal observation (walkthrough) is a formative written assessment process that focuses on one or more of the components listed on the Informal Observation (Walkthrough) Form (see Appendix G-2).

2. The walkthrough shall consist of at least five (5) continuous minutes, but be not more than fifteen (15) continuous minutes.

3. The teacher shall be provided a copy of the walkthrough form no later than two (2) work days following the walkthrough.

4. No less than two (2) walkthroughs, but no more than six (6) walkthroughs, shall be conducted in each formal observation cycle.

5. It is desirable that the walkthroughs take place during different times of day and/or during different class periods.

6. The timelines and/or restrictions above may be changed upon mutual agreement of the certified/licensed staff member and the administration.

H. HIGH-QUALITY STUDENT DATA (HQSD)

1. Value-Added Data is required to be used as one of the two HQSD when available.

2. Vendor data which is on the Struthers HQSD approved list may also be used at the individual teachers' discretion and does not need HQSD approval.

3. Locally/Teacher developed assessments are to be reviewed and approved by the evaluator. If revisions are needed, the teacher shall consult with content specialists, then revise and resubmit to the evaluator.

I. PROFESSIONAL DEVELOPMENT PLANS

1. Professional growth and improvement plans shall be developed as follows:

a. Teachers whose final summative rating is accomplished shall individually develop a plan for continuing professional growth.

b. Teachers whose final summative rating is skilled or developing shall develop a professional growth plan collaboratively with the credentialed evaluators.

c. Teachers whose final summative rating is ineffective shall develop an improvement plan with their credentialed evaluators.

2. Professional growth and improvement plans for a school year shall be developed not later than ten (10) days after the completion of the first post conference for teachers in a full evaluation cycle year. Teachers (rated accomplished and/or skilled) not in a full evaluation cycle year shall develop a PGP by October 30th.

3. Professional growth and improvement plans shall contain no more than two (2) goals which shall be linked to their focus areas and shall describe the specific performance expectations, resources, and assistance to be provided.

4. The Board shall provide for professional development, and for the allocation of financial resources to accelerate and continue teacher growth and improvement; and to provide support to poorly performing teachers, in accordance with ORC 3319.112. A poorly performing teacher is defined to be a teacher who continues to receive an overall summative rating of ineffective after receiving an ineffective rating for a period of no less than two out of the last three years, and who takes the written examinations required pursuant to section 3319.58 of the Ohio Revised Code, and who completes a remediation and/or improvement plan during the subsequent school year.

5. An improvement plan is a clearly articulated assistance program for a teacher whose final summative rating is ineffective, or who is rated ineffective in an area on the rubric.

6. The improvement plan shall include:

a. Specific performance expectations, resources, and assistance to be provided;

b. timelines for the completion of the plan; and

c. monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan.

7. The district shall provide teachers under an improvement plan with a mutually agreed upon mentor teacher (coach) who is not the credentialed evaluator. The mentor teacher (coach) position will be filled as defined in Section 6.22 Vacancies of this Agreement. The mentor teacher (coach) shall be chosen according to the same selection criteria (with the exception of mentor training), and will have the same responsibilities, restrictions, protections and compensation as outlined in Article VI, Sections 6.282, 6.283, 6.284, 6.285 and 6.286.

J. FINAL SUMMATIVE RATING

1. The district will submit the requirements necessary to arrive at a final summative rating to the Ohio Department of Education, no later than May 30th.

2. A final summative rating will not be a factor in decisions regarding teacher job action, including but not limited to assignment, transfer and/or non-renewal. No punitive action will be taken as long as the teacher is showing progress consistent with his/her improvement plan.

K. DUE PROCESS

1. Teachers who disagree with the rating of performance and/or the summative evaluation rating shall be allowed to request a review by the secondary evaluator; and such request shall be honored by the district.

2. A teacher shall be entitled to Association representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

3. Failure by the district to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

4. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

5. If an employee believes the evaluator has violated the procedure established in Article 6.19, the employee may file a grievance within 10 working days, as defined in Article III, of the employee's receipt of the signed and final version of a written

evaluation for the particular school year or portion of a school year.

L. STANDING JOINT OTES EVALUATION COMMITTEE

The Association and the Board agree to establish a standing joint evaluation committee for the purpose of establishing the procedures and processes, including the evaluation instrument, for the evaluation of OTES teachers in the district and to regularly review the effectiveness of said factors for the evaluation of teachers in the district.

1. Committee Composition

   a. The committee shall be comprised of 6 Association members appointed by the Association president and 6 members appointed by the Board or its designee

   b. To the extent possible, committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) within the district.

2. Committee Operation

   a. The committee shall be chaired jointly by a committee member appointed by the Association and a committee member appointed by the Board.

   b. Members of the committee shall receive training in all aspects of OTES, the state adopted evaluation framework, the standards for the teaching profession, teacher of record, shared attribution, and teacher-student data linkage.

   c. The committee shall establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

   d. Committee agendas shall be developed jointly by the co-chairpersons of the committee.

   e. All decisions of the committee shall be achieved by consensus.

   f. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be read aloud at the commencement of every meeting and will be reviewed annually.

g. At each meeting, the committee shall select an individual to act as the official reporter for that meeting.

h. Members of the committee shall receive release time for committee work and training.

i. Minutes of meetings shall be distributed to committee members, Association President, and district Superintendent within five (5) days following meetings of the committee.

j. The committee may establish sub-committees to assist with their work.

k. Sub-committees shall be jointly appointed by the Superintendent/designee and the Association President/designee.

l. The committee shall be authorized to utilize a consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.

3. Compensation

Any committee work performed outside of the contractual work day shall be paid at an hourly rate in accordance with Article 7.09.

4. Secretarial Support

The district shall provide secretarial support and assistance to the committee as needed. Responsibilities may include note taking, copying, committee notification, communications, distribution of materials, and other duties as needed.

5. Committee Authority

a. The committee shall be responsible for jointly developing, reviewing, and recommending the procedures and processes, including the evaluation instrument, for teacher evaluation.

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

c. If either party wishes to consider any change or revision to the evaluation procedure or process, including the

evaluation instrument, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association by means of a Memorandum of Understanding.

d. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this Agreement. The implications of changes made to the Ohio Revised Code regarding evaluation shall be bargained without opening the entire negotiated Agreement.

Part II.For Non-OTES Members of the Bargaining Unit

A. FORMAT: The Board, the Administration, and the Association agree that the certified/licensed staff evaluation program will include the following:

1. A uniform instrument for rating members of the certified/licensed staff.

2. The Struthers City Schools will use the present evaluation system as developed by the faculty and administration in September 1980 as listed in the Appendix G-13.

3. The parties agree as to the need for a comprehensive review of the teacher evaluation system including the development of a new evaluation instrument(s) and protocol. To that end, faculty members affected by the non-OTES evaluation and appointed by the Association and administrators appointed by the Superintendent will review the current evaluation system. Recommendations for any needed modifications to the evaluation process including the corresponding evaluation instruments will be made within the life of this Agreement. Such recommendations and/or changes in the evaluation process shall be subject to approval by the Board and the Association.

B. EVALUATORS: Evaluations will be conducted by a principal (employed by Struthers City Schools) or assistant principal (employed by Struthers City Schools) within a building in which the staff member is assigned for a majority of the day, or by the Director of Special Services (employed by Struthers City Schools) if the staff member is in the

Special Services department. Strictly prohibited are the use of peer evaluators and the use of any outside agency as evaluators.

The Superintendent of Struthers City Schools shall evaluate when requested by the certified/licensed staff member or principal, or when the Superintendent desires to do so, in accordance with the timelines set forth in Paragraph C. The Association and the Board may agree to waive timelines in extenuating circumstances.

C. TEACHER PERFORMANCE EVALUATION STRUCTURE AND PROCEDURES:

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

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

D. OBSERVATIONS: Each evaluation of a teacher on a limited contract shall require two (2) observations of not less than thirty (30) minutes each. Each evaluation of a teacher on a continuing contract shall require one (1) observation of not less than thirty (30) minutes each. Each observation shall be made in person. There shall be at least a two (2) week period of time between observations unless a shorter time span is mutually agreed to by the certified/licensed staff member and the evaluator.

If a teacher is deemed to be non-OTES due to contact with a limited number of students, that teacher's performance shall still be assessed based on the Ohio Educator Standards and rubrics for teaching and the criteria set forth in the evaluation instrument, Appendix G to this Agreement.

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

E. POST-CONFERENCE: The evaluation conference shall be conducted between the evaluator and the certified/licensed staff member within ten (10) calendar days of the second observation in each evaluation cycle. A copy of the written evaluation shall be submitted to the certified/licensed staff member at the time of such evaluation conference. The certified/licensed staff member shall have the

opportunity to review the evaluation report with the evaluator. All evaluations shall be based upon valid criteria for evaluating professional growth. No teacher evaluation will include reference to standardized and/or state mandated testing results.

F. IMPROVEMENT PLAN: In the event that a teacher is found to have professional difficulties, the written evaluation must include specific recommendations regarding needed improvements and the means by which the teacher may obtain assistance in making such improvements.

G. This evaluation process shall be the sole procedure used in the Struthers City Schools for the evaluation of non-OTES teaching personnel and shall supersede §3319.111 O.R.C.

6.20 Building Communications Committees

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

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

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

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

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

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

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

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

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

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

6.21 Non-Teaching Duties

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

1. To supervise study halls, playgrounds, cafeterias, corridors, bus students, or detention.

2. To assist the certified/licensed staff with typing, duplicating, collecting money, attendance, visual aides, correcting papers and themes, distributing milk, plus many miscellaneous details.

3. To assist the principal by answering the phone, taking care of supplies, typing, duplicating visual aides, inventory of books, dispensing library books, keeping records up to date, and other miscellaneous details.

B. Certified/licensed staff shall not be required, nor requested, to drive pupils to activities which take place away from school buildings. The certified/licensed staff are to provide leadership in the coordination of the transportation of the students.

C. The schedules for custodians and janitorial technicians should be arranged to accommodate certified/licensed staff's work schedules.

6.22 Vacancies

6.221 Vacancy Defined

A. A vacancy shall be defined as any open or newly created position (administrative and/or instructional) which the Board determines to fill for which a member of the bargaining unit may be eligible.

B. The Superintendent shall determine whether or not to recommend filling the vacancy to the Board within sixty (60) days following any action that causes a previously-held position to be vacated. Notwithstanding the above, positions vacated after the beginning of the school year may be filled by the employment of long-term substitutes.

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

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

6.222 Posting of Vacancies

A. When it has been determined by the Superintendent that a vacated position shall become a vacancy or that a new position shall be created, the Superintendent or his/her designee shall post notice of such vacancy within three (3) days of said determination on the faculty bulletin board in each school building. The Association President shall be given a copy of each notice of vacancy on or before the date of its posting, and, upon request, a list of all applicants at the closing of each posting. During the summer recess, such notice shall be electronically transmitted via staff and personal E-mail accounts.

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

6.223 Filling of Vacancies

A. Employees shall have five (5) work days to bid on the initial posting of a vacancy. Employees may submit their bids via email and the Board will also post vacancies through hard-copy paper postings. Day shall be defined as a day that the Board office is open.

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

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

6.23 Transfer

6.231 Definition

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

A. In one (1) building to another building.

B. In one (1) area of certification/licensure to another area of certification/licensure

A transfer will be initiated after classroom teaching positions have been filled using seniority within the building.

6.232 Types of Transfer

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

A. Voluntary Transfer

1. A voluntary transfer is a transfer that is initiated by the employee.

2. Voluntary transfers shall be based on the posted qualifications. If all advertised qualifications are equal, then seniority shall be the determining factor with the most senior employee being awarded the transfer. All voluntary transfers shall be awarded in accordance with the provisions of Section 6.223.

3. All unsuccessful applicants seeking a voluntary transfer to a vacant position shall receive written notice of the name of the successful applicant within two (2) school days after Board action to fill the position.

4. A new employee to the district in the resident educator program cannot request a voluntary transfer for three (3) years. A new employee who has already completed the resident educator program cannot request a voluntary transfer for two (2) years. This provision can be waived by the building administrator.

B. Involuntary Transfer

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

   Transfer shall never be used as a means of discipline.

2. When it becomes necessary to implement an involuntary transfer, said transfers shall be based on the posted qualifications and, if all advertised qualifications are equal, then seniority shall be the determining factor with the least senior employee subject to transfer.

3. Prior to the implementation of an involuntary transfer, the employee's immediate supervisor shall confer with the employee explaining the reason(s) for the transfer and lending assistance to the employee in making a smooth transition to the new assignment.

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

6.24 Labor Management Committee

6.241 A Labor Management Committee ("LMC") shall be maintained for the purposes of enhancing communication between the Association and the Board. The Superintendent and the Association President and Vice-President shall each be members of the LMC in addition to one (1) teacher member from each building appointed by the Association President, who shall also serve on their respective Building Communications Committee, and one (1) administrator from each building. The LMC shall meet at least four (4) times per school year.

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

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

6.25 Inclusion

6.251 Definitions

A. Inclusion

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

B. IEP

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

C. Least Restrictive Environment

Least Restrictive Environment means that, to the maximum extent appropriate, children with a disability, including children in public or private institutions or other care facilities, are educated with children who do not have a disability, and that special classes, separate schooling, or other removal of children with a disability from the regular educational environment occurs only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. Mainstreaming is the practice of including students assigned to a special education program in some regular classroom activities. Inclusion is a method of achieving the least restrictive environment, and may include mainstreaming in some models.

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

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

6.253 Staff Training

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

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

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

6.255 If more than five (5) students with an IEP are included in any regular classroom, that classroom shall be comprised of one (1) certified/licensed regular education teacher and the services of either one (1) certified/licensed special education teacher or a qualified licensed paraprofessional to the extent necessary and as determined by the administration in consultation with the regular education teacher. The numeric limitations of this provision shall not be applicable for students with an IEP who are identified solely for speech, orthopedically handicapped, or occupational therapy/physical therapy. The Administration and the Association will work together to provide and maintain heterogeneous classrooms within buildings and throughout the District, allowing for an equitable placement of students with disabilities in the regular education classroom. This provision shall not apply to physical education, music, or art classes unless specified on the IEP. Nothing herein shall preclude any other teachers with classrooms containing students with an IEP who do not otherwise qualify for this provision from receiving services as determined by the IEP team. A maximum of ten (10) students with IEPs for other than speech, orthopedically handicapped, or occupational therapy/physical therapy, will be included in any regular classroom unless otherwise approved by the teacher.

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

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

6.256 Teachers shall not be required to perform any medical procedures with the exception of first aid or be required to perform custodial care (i.e. diapering, toileting, lifting).

6.257 Consistent with the provisions of law, the assignment of identified students to classrooms will be made on an appropriate basis.

6.26 Non-Resident Student Attendance

Members of the bargaining unit represented by the Struthers Education Association who are non-residents of the Struthers City School District and live in Ohio shall be permitted to have their children attend school in the District tuition-free. Out of state students enrolled in the District prior to July 1, 2021 will be permitted to remain in the District tuition-free.

6.27 Local Professional Development Committee

6.271 A. Composition

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

B. Terms

1. Teacher LPDC members shall serve rotating terms of three (3) years.

2. A term will run from August 1 to July 31.

C. General

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

6.272 Purpose

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

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

B. The LPDC will review and revise procedures and forms necessary to the functioning of the LPDC.

6.273 Meetings/Compensation

A. The committee will meet a minimum of six (6) times a year. Additional meetings may be called by the LPDC chair with the approval of the superintendent. Each Association member of the LPDC shall be paid one hundred dollars ($100.00) per meeting.

B. Released time may be provided as needed for training and planning of professional development activities and inservices.

6.274 Expenses

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

6.275 Appeals Process

There shall be a two (2) step appeals process which shall be:

A. Reconsideration - the disputee shall meet with LPDC to try to resolve any areas of disagreement. If the disputee and the LPDC cannot resolve areas of difference, the disputee may appeal to a triparte panel. The request for such appeal shall be made in writing to the LPDC chairperson within ten (10) working days of the reconsideration meeting.

B. The triparte panel shall be composed of:

1. One (1) certified/licensed person from Struthers City School District selected by the disputee.

2. One (1) certified/licensed person from Struthers City School District who is not a committee member selected by the LPDC.

3. One (1) certified/licensed person from Struthers City School District mutually agreed upon by the panel members selected in 1. and 2. If no mutual agreement is reached, the third member will be a certified/licensed person from Struthers City School District chosen by a majority vote of the LPDC.

C. The panel shall hear the dispute within twenty (20) working days of receipt by the LPDC chairperson of the appeal from the disputee.

D. The panel shall issue a decision in writing within five (5) days of the conclusion of the triparte panel hearing.

E. The panel decision shall be binding.

F. Release time may be provided for meetings of the appeals committee.

6.276 Forms

The parties agree that LPDC-related activities and forms may be available online or through electronic means and electronic signatures will suffice to bind the signatory.

6.277 Positive Behavioral Interventions and Supports (PBIS) Committee

A Positive Behavioral Interventions and Supports (PBIS) Committee shall be established in each building. The purpose of the PBIS committee is to plan and implement the PBIS in each building, plan and/or provide professional development related to PBIS and to analyze disciplinary data to determine the effectiveness of the PBIS.

The Struthers PBIS Committee shall consist of five (5) SEA members from each building who shall be selected or appointed by the Association. The remaining members may be a combination of administrators from the Board office and/or from the building level who shall be selected or appointed by the administration.

Release time will be provided for any necessary training for the committee members, and for meetings of the committee. Any meetings held outside the normal school day will be compensated at the hourly rate of twenty five dollars ($25.00).

6.28 Mentor Teacher Program

6.281 Definitions

A. Mentor Teacher - a teacher who will provide formative assistance to a Resident Educator.

B. Resident Educator - a teacher with a four (4) year Resident Educator License who will be provided formative assistance by a Mentor Teacher.

C. Facilitator - supports resident educators registered to take the Resident Educator Summative Assessment (RESA).

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

6.282 Minimal Selection Criteria for Mentor Teachers/Cohort Leaders

A. The applicant must have a minimum of five (5) consecutive years of teaching experience . First consideration will be given to interested teachers with continuing contracts.

B. The applicant shall have successfully completed the state-required mentor training program.

C. The applicant must hold a valid teaching certificate/license. First consideration will be given to interested teachers in the same general area of certification as the Resident Educator.

D. The applicant must have an OTES rating of Skilled or Accomplished.

6.283 Responsibilities

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

Mentors will meet with their Resident Educators two (2) times per month from September through May, except for December, when only one (1) meeting will be required. An additional meeting can be scheduled in May if necessary.

The collaborative meeting logs shall be submitted to the appropriate building administrator and the Superintendent.

6.284 Restrictions

A. The jointly developed formative assistance plan shall not be developed or utilized as a remediation program.

B. No Mentor Teacher shall participate in any informal or formal evaluation of a Resident Educator, nor make, nor be requested or directed to make any recommendation regarding the continued employment of a Resident Educator.

C. All interaction, written or oral, between the Mentor Teacher and the Resident Educators shall be regarded as confidential. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.

6.285 Protections

A. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.

B. A Resident Educator shall be held harmless in the event that the employer fails or refuses to certify the completion of the program.

C. A Mentor Teacher/Lead Mentor shall be held harmless in the event that a Resident Educator fails or does not complete the Resident Educator Program.

6.286 Compensation

A. Though it is recommended that no Mentor Teacher shall work with more than one (1) Resident Educator, the maximum number of Resident Educators a Mentor Teacher may have is two (2) per year.

B. Coverage needs brought on by exceptional circumstances will be provided by alternate methods to be determined jointly by the building Principal and Mentor Teacher.

C. Each Year One Mentor Teacher shall receive a supplemental contract for seven hundred fifty ($750) for each Resident Educator.

D. Each Year Two Mentor Teacher will receive a supplemental contract for six hundred ($600) dollars for each Resident Educator. If the Year Two Mentor is also acting as a Facilitator and has completed the necessary training they will receive a

supplemental contract of seven hundred fifty ($750) dollars.

E. A Teacher acting only as a Facilitator will receive a supplemental contract for one hundred fifty ($150) dollars per Resident Educator.

6.287 Program Review/Revisions

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

6.29 Student Teacher

Student teachers shall first be assigned to continuing contract teachers who agree to accept such an assignment and meet the qualifications and standards of the cooperating university before being assigned to limited contract teachers who agree to accept such an assignment and meet the qualifications and standards of the cooperating university. No teacher will be required to accept the assignment of a student teacher. Compensation provided by the Institution of Higher Education (IHE) for the cooperating teacher, through the district, shall be paid to the cooperating teacher.

6.30 School Calendar

No winter break shall begin later than December 23, nor end sooner than January 3. Good Friday and the following Monday will be non-work days, whether during Spring break or otherwise. The Association will be consulted with regard to the selection of the dates for Spring and Winter breaks.

The last day of student attendance for the school year shall be a half (1/2) day.

The calendar for a school year shall be adopted by the Board no later than April 30 of the preceding school year, unless this timeline is extended by mutual agreement of the SEA and BOE.

6.31 Teacher on Special Assignment

A teacher appointed as a “teacher on special assignment” cannot serve more than two years in this capacity, without the agreement of the Association.

6.32 Credit Flexibility

A. For any student who elects to participate in a credit flexibility program, the “teacher of record” will receive the hourly rate as stated in Article VII, Section 7.09. for any time spent beyond the regular school day. The number of hours the teacher is expected to perform in this capacity shall be determined by the Credit Flexibility Committee prior to the approved implementation of the plan. The number of hours

may be increased through Committee approval if the circumstances deem it necessary.

B. Any bargaining unit member who serves on a credit flexibility review committee shall receive release time for all meetings of the committee, or if release time is not provided, said bargaining unit member shall receive compensation for all meetings. Compensation will be at the hourly wage as stated in Article VII, Section 7.09.

6.33 College Credit Plus

A. The teaching of courses offered through the CCP program shall be deemed bargaining unit work and shall be offered to bargaining unit members in accordance with the provisions of this Agreement.

B. No bargaining unit member shall be required to participate in the CCP program.

C. No evaluation conducted by an institution of higher education (IHE) will be utilized in the evaluation of a bargaining unit member. However, s/he may provide information from the IHE evaluation as evidence of competencies in his /her evaluation. Any evaluation performed by the IHE shall be kept separate from the employee's personnel file, unless inclusion is requested by the member in writing. No employee shall be terminated, non-renewed, or otherwise disciplined based upon the results of the IHE evaluation.

D. No bargaining unit position shall be eliminated or reduced, and no bargaining unit member shall be displaced as a result of the district's participation in the CCP program.

E. If the Board should choose to deliver a CCP course electronically to other sites within the school district (via video conferencing, interactive TV, etc.), it shall require that a licensed educator be present at each of these sites, in the room with the students receiving instruction.

F. No bargaining unit member shall be required to maintain or report attendance data for any CCP student that is not under their supervision.

6.34 Professionalism

Employees of the District serve as role models to the students and ambassadors to the community we serve. As such, professionalism is expected from employees at all times and staff should treat all individuals with dignity and respect.

Employees will dress appropriately at all times during the course of the performance of their duties for the District. Any questions as to appropriate

dress should be addressed with the employee's building principal. Questions over professional attire will be addressed through the Labor Management Committee. The failure to maintain professional attire will serve as the basis for disciplinary action pursuant to the discipline process.

ARTICLE VII COMPENSATION

7.01 General Conditions Affecting Salary

A. Placement on Salary Schedules

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

1. "Vertical" Years of Service

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

The district shall give credit on the salary schedule for five (5) years experience in the armed service and/or another school district. The board has the authority to grant additional years based on the recommendation from the superintendent subject to the availability of qualified candidates.

2. "Horizontal" Placement for New Hires

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

or otherwise.

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

B. Members performing full-year supplemental contracts which are compensated at a rate greater than six (6%) of the base will have the option of payment in either one lump sum (payable on June 15), two equal payments following each semester (payable January 30 and June 15) or twenty-four (24) installments.

Full Year Supplemental Contracts Covered Under The Above-Provision:

Athletic Director	28%
Band Director	22%
Choral Director	14%
Hopewell Advisor	12%
Junior Class	8%
Senior Class	10%
Ticket Manager	15.5%
Drama Club	8%

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

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

7.02 Advancement on Salary Schedule for Academic Training

A. To be accepted for increased salary credit and horizontal movement on the salary schedule beyond initial placement, all graduate hours for current employees must be:

1. From an accredited college or university; and

2. Within the teacher's teaching field and/or area of certification/licensure and are designed to enhance the applicant's present position with the District; or

3. Part of a university-approved program of graduate study toward an advanced degree in the field of education; or

4. Part of a state approved program directed toward the maintenance of or the gaining of additional certification/licensure in the field of education.

5. As such, it is anticipated by the parties that credit will not be recognized for courses or degrees from professional schools such as medicine, law, etc., or courses which are necessary to qualify for a different profession or vocation, such as real estate sales, unless such courses or degrees otherwise meet the aforementioned criteria.

B. All hours referred to in salary columns are semester hours. Hours completed prior to the effective date of this Agreement are grandfathered.

C. Effective Dates

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

7.03 Salary Schedules

2024-25 Two percent (2%) increase longevity salary increase of $2318.00 at four (4) years past 27th step

2025-26 One and a half percent (1.5%) increase longevity salary increase of $2353.00 at four (4) years past 27th step

2026-27 One and a half percent (1.5%) increase longevity salary increase of $2389.00 at four (4) years past 27th step

7.04A Salary Schedule Effective July 1, 2024

2% salary increase.

Annual Increments of 6.0% of Base Salary with

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

Step	Bachelors Degree	Degree +18	Masters Degree	Masters +15	Masters +30
1	$38,633	$40,565	$42,496	$44,428	$46,360
2	40,951	42,883	44,814	46,746	48,678
3	43,269	45,201	47,132	49,064	50,996
4	45,587	47,519	49,450	51,382	53,314
5	47,905	49,837	51,768	53,700	55,632
6	50,223	52,155	54,086	56,018	57,950
7	52,541	54,473	56,404	58,336	60,267
8	54,859	56,791	58,722	60,654	62,585
9	57,177	59,108	61,040	62,972	64,903
10	59,495	61,426	63,358	65,290	67,221
11	61,813	63,744	65,676	67,608	69,539
12	64,131	66,062	67,994	69,926	71,857
13	66,449	68,380	70,312	72,244	74,175
14	68,767	70,698	72,630	74,562	76,493
15	71,085	73,016	74,948	76,880	78,811
16		75,334	77,266	79,198	81,129
17			79,584	81,516	83,447
*23	73,403	77,652	81,902	83,834	85,765
*27	75,721	79,970	84,220	86,152	88,083

***23 steps = 22 years for longevity**

***27 steps = 26 years for longevity**

7.04B Salary Schedule Effective July 1, 2025

1.5% salary increase.

Annual Increments of 6.0% of Base Salary with

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

Step	Bachelors Degree	Degree +18	Masters Degree	Masters +15	Masters +30
1	$39,212	$41,173	$43,133	$45,094	$47,054
2	41,565	43,525	45,486	47,447	49,407
3	43,917	45,878	47,839	49,799	51,760
4	46,270	48,231	50,191	52,152	54,113
5	48,623	50,583	52,544	54,505	56,465
6	50,976	52,936	54,897	56,857	58,818
7	53,328	55,289	57,250	59,210	61,171
8	55,681	57,642	59,602	61,563	63,523
9	58,034	59,994	61,955	63,916	65,876
10	60,386	62,347	64,308	66,268	68,229
11	62,739	64,700	66,660	68,621	70,582
12	65,092	67,053	69,013	70,974	72,934
13	67,445	69,405	71,366	73,326	75,287
14	69,797	71,758	73,719	75,679	77,640
15	72,150	74,111	76,071	78,032	79,992
16		76,463	78,424	80,385	82,345
17			80,777	82,737	84,698
*23	74,503	78,816	83,129	85,090	87,051
*27	76,856	81,169	85,482	87,443	89,403

***23 steps = 22 years for longevity**
***27 steps = 26 years for longevity**

7.04C Salary Schedule Effective July 1, 2026

1.5% salary increase.

Annual Increments of 6.0% of Base Salary with

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

Step	Bachelors Degree	Degree +18	Masters Degree	Masters +15	Masters +30
1	$39,800	$41,790	$43,780	$45,770	$47,760
2	42,188	44,178	46,168	48,158	50,148
3	44,576	46,566	48,556	50,546	52,536
4	46,964	48,954	50,944	52,934	54,924
5	49,352	51,342	53,332	55,322	57,312
6	51,740	53,730	55,720	57,710	59,700
7	54,128	56,118	58,108	60,098	62,088
8	56,516	58,506	60,496	62,486	64,476
9	58,904	60,894	62,884	64,874	66,864
10	61,292	63,282	65,272	67,262	69,252
11	63,680	65,670	67,660	69,650	71,640
12	66,068	68,058	70,048	72,038	74,028
13	68,456	70,446	72,436	74,426	76,416
14	70,844	72,834	74,824	76,814	78,804
15	73,232	75,222	77,212	79,202	81,192
16		77,610	79,600	81,590	83,580
17			81,988	83,978	85,968
*23	75,620	79,998	84,376	86,366	88,356
*27	78,008	82,386	86,764	88,754	90,744

***23 steps = 22 years for longevity**

***27 steps = 26 years for longevity**

Positions

7.05 Supplementary Pay

Indexed Positions	Percentage of Base
Athletic Director	28%
Assistant Athletic Director	6%
Band Director	22%
Assistant Band Director	9%
Baseball – Head Coach	12%
Assistant Baseball (2)	6%
Basketball (Boys) – Head Coach	22%
Assistant (2)	14%
Assistant - Freshman	11%
Assistant (2) - Middle School	10%
Basketball (Girls)– Head Coach	22%
Assistant (2)	14%
Assistant - Freshman	11%
Assistant (2) – Middle School	10%
Basketball Intramural Youth Coordinator (2)	4%
Bowling (Boys) – Head Coach	12%
Bowling (Girls) – Head Coach	12%
Cheerleader – Head Coach	15%
Assistant Cheerleader Coach	6%
Middle School Cheerleader Coach	6%
Choral Director	14%
Cross Country Coach	12%
Assistant Middle School	6%
Fitness Training Coordinator	6%
Football – Head Coach	22%
Assistant Varsity Football, Weight room Coordinator	18%
Assistant Varsity Football (4)	14%
Assistant Varsity Football (3)	12%
Middle School Football (2)	12%

Positions	
Golf – Head Coach (Boys')	12%
Golf – Head Coach (Girls')	12%
Hopewell Advisor	12%
Junior Class (2)	8%
Senior Class (2)	10%
Soccer – Head Coach (Girls')	12%
Assistant Soccer	6%
Softball – Head Coach	12%
Assistant Softball (2)	6%
Tennis Coach (Boys')	12%
Assistant Tennis (Boys')	6%
Tennis Coach (Girls')	12%
Assistant Tennis (Girls')	6%
Ticket Manager	15.5%
Track – (Co-ed Program) Head Coach	15%
Assistant (4)	6%
Assistant Middle School (2)	6%
Volleyball (High School)	12%
Assistant	6%
Freshman	6%
Assistant Middle School (2)	10%
Art Club	2%
Construction Course Coordinator	2%
Drama Club Advisor (TWO SHOWS)	8%
Assistant (TWO SHOWS)	3.5%
Flagline	5%
French Club	2%
Future Teachers Organization	2%
HS English Festival Coordinator	2%
HS Robotics Club	5%
Interact Club	2%
Lead Mentor	6%
Medical Careers Club	2%
National Honor Society	3.5%
Pep Club	3%
Show Choir Choreography	3%
Spanish Club	2%
Streaming Media Coordinator	12%

Positions	
Student Council Advisor	3%
Student Prints Advisor	3%
Department Heads	
English – HS & MS	5%
Global Language Arts	3.5%
Math – HS&MS	5%
Reading – Elem & MS	5%
Science – HS & MS	5%
Social Studies – HS & MS	5%
Specialists – HS & MS	5%
Special Education – HS & MS	3.5%
Middle School Supplement Positions	
SMS Yearbook	3%
SMS Newspaper	3%
SMS Student Council	3%
SMS PANDA Advisor	3%
SMS Pep Club	3%
TAPS Advisor	1.5%
Math Counts Advisor	2%
SMS English Festival	2%
Band After School Ensemble (one show)	2%
SMS Show Choir Director	4%
SMS Robotics Club	2%
SMS DC Trip Coordinator	2%

7.051 A longevity increase of one percent (1%) above the indexed percentage will be applied to each supplemental of ten percent (10%) or higher once a bargaining unit member has held that supplemental for five (5) consecutive years. This increase will remain in effect as long as the member holds the position.

7.06 Extended Service Positions

7.061 Guidance Counselor

Guidance Counselors. (High School fifteen [15] days, Middle School ten [10] days, and Elementary School ten [10] days). (Daily rate calculated by dividing the regular salary by one hundred eighty-three [183]).

7.062 School Psychologists

School term plus ten (10) days at daily rate (calculated by dividing regular salary by one hundred-eighty-three [183]).

7.063 Speech Pathologists

School term plus ten (10) days at daily rate (calculated by dividing regular salary by one hundred-eighty-three [183]).

7.064 OWE/CBE

(1)	OWE Personnel	up to ten (10) days, upon request - 1/183 (Daily rate) (payment made upon verification of work).
(1)	Library & Media	up to ten (10) days, upon request - 1/183 (Daily rate)

7.065 Literacy Coordinator

School term plus four (4) days at daily rate (calculated by dividing regular salary by one hundred-eighty-three [183]).

7.07 Payroll Deductions

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

B. The Treasurer will receive, not later than October 1 of each school year, signed authorization forms for members of the professional organizations who desire payroll deductions for dues. Failure to comply with the deadline shall eliminate dues collection for that person for a period of one year. Once such authorization has been submitted, it shall continue in effect from year to year unless revoked by the member. The revocation shall be made in writing to the Treasurer no later than October 1 of each school year, and a copy of the revocation shall be provided to the Treasurer of the SEA. Failure to comply with the deadline shall make the revocation void.

C. Payroll Deductions

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

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

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

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

7.08 Car Allowance

A certified/licensed staff member who is not provided with a car, and who is authorized to use his/her own automobile in pursuance of assigned school duties, shall be reimbursed at the IRS rate in effect at the time of the travel per mile. All claims for reimbursement shall be made upon forms provided by the Board. No reimbursement for car use shall be made except upon prior written authorization given by the Superintendent, upon said forms with actual trip according to Google Maps and as reconciled by the Treasurer. The Superintendent must give signed approval for payment. When it is more cost effective to rent a car, the certificated/licensed staff member will do so with the rental car being paid for by the district. The staff member will be reimbursed for gas only. If the staff member refuses to rent a car as directed by the Superintendent, he/she will only receive one-half (1/2) of the mileage reimbursement.

7.09 Hourly Wage

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

7.10 STRS Pickup

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

shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries otherwise payable under this Contract as amended (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

B. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup". The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary less the amount of the "pickup". The Board shall report for municipal income tax purposes as a member's gross income said member's total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

C. The pickup shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

ARTICLE VIII FRINGE BENEFITS

8.01 Insurance

A. The Board of Education will fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Mahoning County Schools School Employees Insurance Consortium. The Board shall provide health, prescription, dental and vision coverage through MCSEIC 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 sixty (60) days of said change or renewal.

The Board shall pay the following percentages of the premium for all full-time employees, eligible spouses and eligible dependents per applicable state and/or federal law.

90% 2024-2027

Premium Holiday: When the Board receives a premium holiday from their insurance carrier or provider, all employees required to pay a premium percentage (%) will not have to make such payment at that time.

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

B. 1. An employee's spouse who is enrolled for coverage with the district who has retired and has access to continuous group health care coverage pursuant to his/her retirement, must enroll in the retirement health insurance plan for at least single coverage.

2. An employee's spouse who is enrolled for coverage in the district and who is employed for a minimum of twenty (20) hours per week by a school district covered by the Mahoning County Insurance Consortium must enroll in his/her employer's health insurance for at least single coverage.

3. If an employee's spouse is eligible to receive benefits where he/she works that cost the MCSEIC rate or less for single coverage, he/she must take that coverage. If the spouse is eligible for benefits that cost more than MCSEIC rate for single coverage, the spouse can be covered under the employee's benefit package. If the spouse is unemployed or self-employed with no benefits, he/she is eligible under the employee's benefit package as a dependent.

C. An employee's spouse is deemed to have "access to continuous group health insurance" coverage when:

1. The spouse can enroll in his/her employer's health insurance plan, or;

2. The spouse elects not to enroll in his/her employer's plan but receives a stipend or higher salary, or the spouse could have taken the health plan and not taken the stipend; or

3. The spouse receives a "cafeteria" or similar plan benefit from the spouse's employer that allows the spouse the choice of health insurance, life insurance, annuity premium, or other benefits, or;

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

D. Employees whose spouses cannot enroll for coverage with the district and who do not elect spousal secondary coverage shall be reimbursed one thousand-seven hundred dollars ($1700) annually. Such reimbursement shall be paid as a lump sum no later than the second pay in October of each year.

Employees who choose spousal secondary coverage do not qualify for this contribution/reimbursement.

An annual enrollment period for this provision will be set by the Treasurer. Any employee whose spouse becomes eligible under the employee's benefit package as a dependent will be permitted to enroll his/her spouse for coverage with the district. In such a case, the one thousand-seven hundred dollars ($1700) annual reimbursement will be pro-rated to reflect the number of months the employee's spouse was not enrolled for coverage (either primary or secondary coverage). Such reimbursement shall be paid as a lump sum no later than the second pay in October of each year.

E. Dental insurance shall cover the employee and dependent spouse and children.

F. Optical insurance shall cover the employee and dependent spouse and children.

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

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

H. Employees on an approved leave of absence or on a RIF recall list will be continued on insurance coverage under the following conditions:

1. Personnel on approved leave of absences may continue coverage if arrangements are made with the Treasurer at the time the leave of absence is approved by the Board or two (2) months before the leave of absence begins.

2. Hospitalization coverage can be continued with the carrier with whom the Board is under contract, consistent with COBRA, if the prevailing current premiums are paid.

3. Life insurance, prescriptive drugs and dental coverage can be continued for only two (2) months starting with the first day of the leave of absence.

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

   (a) Failure to pay premiums on time will result in the individual being dropped from group coverage and converted to direct pay for hospitalization.

   (b) Because there is no system for an individual to revert to a direct pay system for life insurance, optical, prescriptive drugs and dental, it will be the individual's sole responsibility for making arrangements for said coverage.

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

I. Section 125 Plan

Part I - Insurance Opt-Out Program

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

1. Members who are enrolled in the insurance program as of September 30, 1996 and continue to be eligible for medical insurance.

2. All new employees who are eligible for the insurance program and are employed October 1, 1996.

3. Where two (2) bargaining unit members are married to each other, neither bargaining unit member is eligible for the opt-out program.

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

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

Persons who are eligible for this program and who are enrolled in the employee and spouse, employee and children or family coverage or new employees eligible for employee and spouse, employee and children or

family coverage opting out shall be reimbursed two thousand dollars ($2000) annually.

Persons who are eligible for this program and who are enrolled or eligible for single coverage or new employees eligible for single coverage opting out shall be reimbursed one thousand dollars ($1000) annually.

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

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

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

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

Part II - Tax Sheltering of Employee Deducted Insurance Premium

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

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

Part III - Medical and Dependent Care Reimbursement Programs

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

Each participating employee may contribute up to the maximum allowable by law per program per calendar year through payroll deduction.

In those cases where both spouses are employed by the district, the Board shall contribute one thousand dollars ($1000) to the reimbursement program.

Unused funds shall be annually contributed to The Struthers Foundation for Education Excellence.
Management reserves the right to select the carrier for these programs subject to consultation with the Struthers Education Association.

J. The Association President or his/her designee will be provided release time to attend two (2) Mahoning County Consortium assembly meetings.

8.02 Severance Pay

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

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

25% X 290 days (or less) (up to 72.5)
30% X 290.25- 325 days (87-97.5)
33% X 325.25 – 355 (107.5-117)
35% X 355.25+ days (min 125)

B. Daily rate is to be determined by dividing the employee's final salary by one hundred eighty-three (183).

C. For employees who shall be age fifty-five (55) or older during the calendar year of retirement, payment shall be made in two (2) installments, one (1) in the second pay of January in the year after the employee retires and one (1) in the second pay of January in the following year. An employee demonstrates that s/he is retired by cashing his/her first retirement check from STRS or provides documentation from STRS that s/he retired, however, deferred payment. Employees who are age fifty-five (55) and older during the calendar year of retirement shall have their severance pay deposited into a 403(b) special pay plan as set forth in the attached document 1.

Employees who shall not reach age fifty-five (55) during the calendar year of retirement shall receive severance pay in a lump sum cash payment by a date selected by the Treasurer that is not later than seventy (70) days after the last day of employment. An employee demonstrates that s/he is retired by cashing his/her first retirement check from STRS or provides documentation from STRS that s/he retired, however, deferred payment.

Such employees shall have options for the payment of their severance pay in cash or into a voluntary 403(b) plan or a 457(b) qualified deferred compensation plan as set forth in the attached document 1.

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

E. To be eligible for severance pay, an employee must meet STRS criteria for retirement and have ten (10) years of service to the Struthers City Schools.

F. If an employee participates in the "Limited Retirement Bonus" set forth in Article 8.05, below, payment of the limited retirement bonus shall be in accordance with that provision.

G. In order to qualify for severance pay, employees will initiate retirement proceedings no later than three (3) months after separation from the school district.

8.03 Faculty Pass

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

8.04 Insurance Study Committee

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

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

8.05 Limited Retirement Bonus

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

8.051 Qualifications and Eligibility

Eligibility for the bonus shall be limited to bargaining unit members who have been in the employment of the Board for a minimum of ten (10) consecutive years. Eligibility will occur at the earliest of the STRS criteria for actuarially reduced benefits in effect during the school year of the retirement.

Members wishing to participate must agree to retire on or before June 30th of the school year in which they attain their first service retirement date defined above to obtain the maximum amount of fifteen thousand dollars ($15,000). Members who were otherwise eligible but who do not agree to retire in the first year of eligibility as set forth above, may participate for the lesser amount of twelve thousand dollars ($12,000) if they retire on or before the next succeeding June 30. Members who were otherwise eligible but who do not agree to retire in their second year of eligibility may participate for a lesser amount of nine thousand dollars ($9,000) if they retire on or before the following June 30 of their third year of eligibility (as set forth below in 8.052).

8.052 Conditions for Participation

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

A member is eligible only as set forth above.

8.053 Payment of Limited Retirement Bonus

The limited retirement bonus will be paid in two installments: one half (½) in the second pay of July of the year of retirement and the remaining one half (½) in the second pay of January of the following year. Bargaining unit members who shall be age fifty-five (55) during the calendar year of retirement shall have their limited retirement bonus deposited into a 403(b) special pay plan as set forth in the attached document 1.

Bargaining unit members who shall not reach age fifty-five (55) during the calendar year of retirement shall have options for the payment of their limited retirement bonus in cash or into a voluntary 403(b) plan or a 457(b) qualified deferred compensation plan as set forth in the attached document 1.

ARTICLE IX NON-DISCRIMINATION

9.01 Equal Employment Opportunity

The provisions of this Agreement shall be uniformly applied to all employees of the bargaining unit without regard to handicap, race, color, creed, ancestry, national origin, sex, religion, marital status, age, sexual orientation or any other class or trait protected by federal, state or local law. There shall be no discrimination against any bargaining unit member based upon any of the above. The Board shall not discriminate against bargaining unit members because of membership or participation in Association activities.

9.02 Sexual Harassment

The Board recognizes that sexual harassment is an unlawful form of discrimination and agrees that it will investigate promptly any alleged case of sexual harassment that is put in writing and is brought to the attention of an anti-harassment compliance officer of the district. If upon investigation the compliance officer believes such sexual harassment has taken place, the Board will institute appropriate action to remedy the situation. Such procedure shall be handled on a confidential basis at the request of any party to the proceedings.

ARTICLE X EFFECTS OF THE AGREEMENT

10.01 Amendments

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

10.02 Implementation

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

10.03 No Reprisals

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

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

10.04 Maintenance of Standards

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

10.05 Agreement in Writing

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

10.06 Severability

10.061 Statutory Compliance

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

10.062 If any provision of this Agreement is found to be illegal due to conflict with State or Federal law, or if a Court of binding authority finds that a provision of the Agreement is illegal, that provision shall be null and void but the remainder of the Contract shall remain in full force and effect.

10.063 Renegotiation of Invalid Provision

Any provision, in whole or in part, of this Agreement found contrary to law shall be renegotiated by the parties within ten (10) days after said finding is rendered.

10.07 Duration of Contract

This Contract shall be effective at 12:01 A.M. on July 1, 2024, and shall continue in full force and effect until Midnight June 30, 2027.

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

FOR THE BOARD OF EDUCATION

Robert Noble
Board of Education

Peter Pirone
Superintendent of Schools

Ryan Cene
Treasurer

Roger Day
Principal

Dennis Hynes
Principal

Dave Vecchione
Principal

FOR THE ASSOCIATION

Geoffrey Malcomson
President, SEA

Jessica Zappia
Vice President, SEA

Meghan Dubos
Member

Brenda Harris
Member

Shelley Stenglein
Member

Megan Nicholas
Observer/Recorder

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Document 1

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

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

1. Participation in the 403(b) Special Pay Plan shall be mandatory for any member who meets both of the following requirements:

   a. The member is 55 years of age or older in the calendar year in which he/she retires.

   b. The member is entitled to $1,000 or more severance pay.

2. If a retiring member is a participant in the 403(b) Special Pay Plan, an employer contribution shall be made on his or her behalf under the 403(b) Special Pay Plan in an amount equal to the lesser of:

   a. The total amount of the participant's severance pay, or

   b. The maximum contribution amount allowable under the terms of the 403(b) Special Pay Plan.

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

3. The TSA that shall be used for the 403(b) Special Pay Plan shall be the group annuity contract of AIG VALIC. An employee who is a participant in the 403(b) Special Pay Plan shall complete the AIG VALIC enrollment package prior to retirement; and unless and until an employee does so, no contribution of severance pay shall be made to the 403(b) Special Pay Plan on behalf of the member.

4. If an employee is entitled to have a contribution paid to the 403(b) Special Pay Plan and dies prior to such contribution being paid to the 403(b) Special Pay Plan, the contribution shall nevertheless be paid to the AIG VALIC TSA and shall be paid to a Beneficiary of the member in accordance with the terms of that TSA.

B. If an employee shall not reach age 55 during the calendar year of retirement, the employee's severance pay shall be payable to the employee in a lump sum cash payment by a date selected by the Treasurer that is not later than seventy (70) days after the last day of the employee's employment. However, in accordance with the

requirements of applicable federal income tax law, an employee may elect to have all or a portion of the member's severance pay deferred into a TSA or into a trust, custodial account or annuity that is intended to be part of a deferred compensation plan that is tax-qualified under IRC Section 457(b) (a "Section 457 Plan").

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

1. The member's election is made prior to:

   a. In regard to deferrals to a TSA, the date of payment, or

   b. In regard to deferrals to a Section 457 Plan, the first day of the calendar month in which the payment will be made to the employee.

2. The amount to be deferred to a TSA for any calendar year shall not exceed the contribution limitations that apply under IRC Sections 402(g) and 415, or other applicable federal tax law. The amount to be deferred under a Section 457 Plan for any calendar year shall not exceed the contribution limitations that apply under IRC Section 457(b), 415, or other applicable federal tax law.

3. The Treasurer shall have authority to establish rules relating to the elective deferral of severance pay as shall be necessary to assure compliance with the applicable federal income tax law.

4. If an employee is entitled to a cash payment of severance pay, has elected to defer some or all of it to a TSA or a Section 457 Plan, and dies prior to the date such amount is paid to a TSA or Section 457 Plan, the amount that the employee had elected to be paid to a TSA or Section 457 Plan shall nevertheless be paid to the TSA or Section 457 Plan. If the member had not designated a specific TSA or Section 457 Plan, it shall be paid to the last TSA or Section 457 Plan which had received contributions on behalf of the deceased member; provided, however, that if the member had no TSA or Section 457 Plan, the deferred amount shall instead be paid to the deceased member's estate.

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

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

APPENDIX A

GRIEVANCE REPORT FORM
Struthers City School District

Grievance No. _____ Distribution: 1. Grievant
2. Immediate Supervisor
3. SEA

LEVEL I

_____

Building Assignment Name of Grievant(s) Date Filed

A. Date Cause of Grievance Occurred _____

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

C. 1. Statement of Grievance: _____

_____

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

_____

3. Relief Sought: _____

_____

_____
Signature of Grievant Date

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

_____

_____

_____

_____

_____
Signature of Supervisor Date

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

APPENDIX B

GRIEVANCE REPORT FORM
Struthers City School District

Grievance No. _____

LEVEL II

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

_____
Building Assignment Name of Grievant(s) Date Filed

A. Date Cause of Grievance Occurred: _____

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

_____

2. Restatement of Grievance: _____

_____

3. Relief Sought: _____

_____

_____
Signature of Grievant Date

C. Superintendent or designee: _____
Signature Date Received

D. Disposition by Superintendent or designee (to be completed within *five* days after meeting and sent to Grievant, Superintendent, and the Association.)

_____

_____

_____
Signature of Superintendent or Designee Date

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

APPENDIX C

GRIEVANCE REPORT FORM
Struthers City School District

Grievance No. _____

LEVEL III

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

_____

Building Assignment Name of Grievant(s) Date Filed

A. Date submitted to Superintendent: _____

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

_____

2. Restatement of Grievance: _____

_____

3. Relief Sought: _____

_____

_____
Signature of SEA President Date

C. Received by Treasurer of Board of Education: _____
Signature Date Received

D. Disposition by Board: _____

_____

_____
Signature of Board President Date

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

APPENDIX D

GRIEVANCE REPORT FORM
Struthers City School District

Grievance No. _____

LEVEL IV

TO BE SENT BY CERTIFIED MAIL
TO THE PRESIDENT OF THE BOARD OF EDUCATION

RETURN RECEIPT REQUESTED

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

Building	Assignment	Name of Grievant(s)	Date Grievance Originally Filed

_____
Signature of Grievant(s) Date

_____
Signature of SEA President Date

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

APPENDIX E

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

NAME: _____

BUILDING: _____

NUMBER OF DAYS REQUESTED: _____

REASON:_____

_____

_____

_____

NAME OF PHYSICIAN: _____

ADDRESS: _____

_____

TELEPHONE: _____

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

_____ _____
Date Signature

Return to Superintendent

Approved: _____ _____ _____
Superintendent Treasurer SEA President

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Certification of Health Care Provider for Employee's Serious Health Condition (Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division



OMB Control Number: 1235-0003
Expires: 2/28/2015

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

_____

Check if job description is attached: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: _____
First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____)_____ Fax:(_____)_____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

   Probable duration of condition: _____

   Mark below as applicable:
   Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?
   ___No ___Yes. If so, dates of admission:

   _____

   Date(s) you treated the patient for condition:

   _____

   Will the patient need to have treatment visits at least twice per year due to the condition? ___No ___ Yes.

   Was medication, other than over-the-counter medication, prescribed? ___No ___Yes.

   Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?
   ____No ____Yes. If so, state the nature of such treatments and expected duration of treatment:

   _____

2. Is the medical condition pregnancy? ___No ___Yes. If so, expected delivery date: _____

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

   Is the employee unable to perform any of his/her job functions due to the condition: ____ No ____ Yes.

   If so, identify the job functions the employee is unable to perform:

   _____

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

   _____

   _____

   _____

   _____

   _____

   _____

   _____

PART B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? ___No ___Yes.

   If so, estimate the beginning and ending dates for the period of incapacity: _____

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? ___No ___Yes.

   If so, are the treatments or the reduced number of hours of work medically necessary? ___No ___Yes.

   Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

   _____

   Estimate the part-time or reduced work schedule the employee needs, if any:

   _____ hour(s) per day; _____ days per week from _____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? ____No ____Yes.

   Is it medically necessary for the employee to be absent from work during the flare-ups? . No ____Yes. If so, explain:

   _____

   _____

   Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency : _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or ___ day(s) per episode

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

_____

_____

_____

_____

_____

_____

Signature of Health Care Provider **Date**

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.**

Certification of Health Care Provider for Family Member's Serious Health Condition (Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

OMB Control Number: 1235-0003
Expires: 2/28/2015

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: _____

_____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305.

Your name: _____
First Middle Last

Name of family member for whom you will provide care: _____
First Middle Last

Relationship of family member to you: _____

If family member is your son or daughter, date of birth: _____

Describe care you will provide to your family member and estimate leave needed to provide care:

_____

_____

_____

_____ ____ _____
Employee Signature Date

CONTINUED ON NEXT PAGE

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address:_____

Type of practice / Medical specialty: _____

Telephone: (_____)_____ Fax:(_____)_____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

   Probable duration of condition: _____

   Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?
   ___No ___Yes. If so, dates of admission: _____

   Date(s) you treated the patient for condition: _____

   Was medication, other than over-the-counter medication, prescribed? ___No ___Yes.

   Will the patient need to have treatment visits at least twice per year due to the condition? ___No ____ Yes

   Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?
   ____ No ____Yes. If so, state the nature of such treatments and expected duration of treatment:

   _____

   _____

2. Is the medical condition pregnancy? ___No ___Yes. If so, expected delivery date: _____

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

_____

_____

_____

_____

PART B: AMOUNT OF CARE NEEDED: When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? ___No ___Yes.

   Estimate the beginning and ending dates for the period of incapacity: _____

   During this time, will the patient need care? __ No __ Yes.

   Explain the care needed by the patient and why such care is medically necessary:

   _____

   _____

   _____

   _____

   _____

5. Will the patient require follow-up treatments, including any time for recovery? ___No ___Yes.

   Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

   _____

   Explain the care needed by the patient, and why such care is medically necessary: _____

   _____

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? __ No __ Yes.

   Estimate the hours the patient needs care on an intermittent basis, if any:

   _____ hour(s) per day; _____ days per week from _____ through _____

   Explain the care needed by the patient, and why such care is medically necessary:

   _____

   _____

   _____

   _____

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? ____No ____Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or ___ day(s) per episode

Does the patient need care during these flare-ups? ____ No ____ Yes.

Explain the care needed by the patient, and why such care is medically necessary: _____

_____

_____

_____

_____

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

_____

_____

_____

_____

_____

_____

_____ _____

Signature of Health Care Provider **Date**

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210.
DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.

FMLA – Notice of Eligibility and Rights & Responsibilities

Notice of Eligibility and Rights & Responsibilities (Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division



OMB Control Number: 1235-0003
Expires: 2/28/2015

In general, to be eligible an employee must have worked for an employer for at least 12 months, meet the hours of service requirement in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form by employers is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. § 825.300(b), which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Part B provides employees with information regarding their rights and responsibilities for taking FMLA leave, as required by 29 C.F.R. § 825.300(b), (c).

[Part A – NOTICE OF ELIGIBILITY]

TO: _____
Employee

FROM: _____ _____
Employer Representative

DATE: _____ _____

On _____, you informed us that you needed leave beginning on _____ for:

_____ The birth of a child, or placement of a child with you for adoption or foster care;

_____ Your own serious health condition;

_____ Because you are needed to care for your ____ spouse; _____child; _____ parent due to his/her serious health condition.

_____ Because of a qualifying exigency arising out of the fact that your ____ spouse; _____son or daughter; _____ parent is on covered active duty or call to covered active duty status with the Armed Forces.

_____ Because you are the ____ spouse; _____son or daughter; _____ parent; _____ next of kin of a covered servicemember with a serious injury or illness.

This Notice is to inform you that you:

Are eligible for FMLA leave (See Part B below for Rights and Responsibilities)

_____ Are **not** eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):

_____ You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately ___ months towards this requirement.
_____ You have not met the FMLA's hours of service requirement.
_____ You do not work and/or report to a site with 50 or more employees within 75-miles.

If you have any questions, contact _____ or view the FMLA poster located in _____.

[PART B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE]

As explained in Part A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. **However, in order for us to determine whether your absence qualifies as FMLA leave, you must return the following information to us by** _____. (If a certification is requested, employers must allow at least 15 calendar days from receipt of this notice; additional time may be required in some circumstances.) If sufficient information is not provided in a timely manner, your leave may be denied.

____ Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to suport your request ____**is**/____ **is not** enclosed.

____ Sufficient documentation to establish the required relationship between you and your family member.

____ Other information needed (such as documentation for military family leave): _____

_____

_____

____ No additional information requested

CONTINUED ON NEXT PAGE

If your leave does qualify as FMLA leave you will have the following **responsibilities** while on FMLA leave (only checked blanks apply):

____ Contact _____ at _____ to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. You have a minimum 30-day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

____ You will be required to use your available paid _____ **sick**, _____ **vacation**, and/or _____ **other leave** during your FMLA absence. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement.

____ Due to your status within the company, you are considered a "key employee" as defined in the FMLA. As a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us. We ___**have**/____ **have not** determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us.

____ While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every _____. (Indicate interval of periodic reports, as appropriate for the particular leave situation).

If the circumstances of your leave change, and you are able to return to work earlier than the date indicated on the this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.

If your leave does qualify as FMLA leave you will have the following **rights** while on FMLA leave:

- You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as:

  _____ the calendar year (January – December).

  _____ a fixed leave year based on _____.

  _____ the 12-month period measured forward from the date of your first FMLA leave usage.

  _____ a "rolling" 12-month period measured backward from the date of any FMLA leave usage.

- You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered servicemember with a serious injury or illness. This single 12-month period commenced on _____.
- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
- You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
- If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; 2) the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or 3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.
- If we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA leave entitlement, you have the right to have ____ **sick,** ____**vacation,** and/or ___ **other leave** run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of the leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA leave.

  ____For a copy of conditions applicable to sick/vacation/other leave usage please refer to _____ available at: _____.

  ____Applicable conditions for use of paid leave:_____

  _____

  _____

  _____

  _____

Once we obtain the information from you as specified above, we will inform you, within 5 business days, whether your leave will be designated as FMLA leave and count towards your FMLA leave entitlement. If you have any questions, please do not hesitate to contact:

_____at _____.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**

FMLA – Designation Notice

Designation Notice
(Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

OMB Control Number: 1235-0003
Expires: 2/28/2015

Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient. While use of this form by employers is optional, a fully completed Form WH-382 provides an easy method of providing employees with the written information required by 29 C.F.R. §§ 825.300(c), 825.301, and 825.305(c).

To: _____

Date: _____

We have reviewed your request for leave under the FMLA and any supporting documentation that you have provided. We received your most recent information on _____ and decided:

_____ **Your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave.**

The FMLA requires that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your leave entitlement:

_____ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your leave entitlement: _____

_____ Because the leave you will need will be unscheduled, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised (check if applicable):

_____ You have requested to use paid leave during your FMLA leave. Any paid leave taken for this reason will count against your FMLA leave entitlement.

_____ We are requiring you to substitute or use paid leave during your FMLA leave.

_____ You will be required to present a fitness-for-duty certificate to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided. A list of the essential functions of your position ___ **is** ___ **is not** attached. If attached, the fitness-for-duty certification must address your ability to perform these functions.

_____ **Additional information is needed to determine if your FMLA leave request can be approved:**

_____ The certification you have provided is not complete and sufficient to determine whether the FMLA applies to your leave request. You must provide the following information no later than _____, unless it is not
(Provide at least seven calendar days)
practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.

_____
(Specify information needed to make the certification complete and sufficient)

_____

_____ We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

_____ Your FMLA Leave request is Not Approved.
_____ The FMLA does not apply to your leave request.
_____ You have exhausted your FMLA leave entitlement in the applicable 12-month period.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA. 29 U.S.C. § 2617; 29 C.F.R. §§ 825.300(d), (e). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 – 30 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**

Form WH-382 January 2009

Certification of Qualifying Exigency
For Military Family Leave
(Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division

OMB Control Number: 1235-0003
Expires: 2/ 28/2015

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave due to a qualifying exigency to submit a certification. Please complete Section I before giving this form to your employee. Your response is voluntary, and while you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 CFR 825.309.

Employer name: _____

Contact Information: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II fully and completely. The FMLA permits an employer to require that you submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a qualifying exigency. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency. Be as specific as you can; terms such as "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Your response is required to obtain a benefit. 29 CFR 825.310. While you are not required to provide this information, failure to do so may result in a denial of your request for FMLA leave. Your employer must give you at least 15 calendar days to return this form to your employer.

Your Name: _____
First Middle Last

Name of military member on covered active duty or call to covered active duty status:

_____
First Middle Last

Relationship of military member to you: _____

Period of military member's covered active duty: _____

A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a military member's covered active duty or call to covered active duty status. Please check one of the following and attach the indicated document to support that the military member is on covered active duty or call to covered active duty status.

A copy of the military member's covered active duty orders is attached.

Other documentation from the military certifying that the military member is on covered active duty (or has been notified of an impending call to covered active duty) is attached.

I have previously provided my employer with sufficient written documentation confirming the military member's covered active duty or call to covered active duty status.

PART A: QUALIFYING REASON FOR LEAVE

1. Describe the reason you are requesting FMLA leave due to a qualifying exigency (including the specific reason you are requesting leave):

_____

_____

_____

_____

2. A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes any available written documentation which supports the need for leave; such documentation may include a copy of a meeting announcement for informational briefings sponsored by the military; a document confirming the military member's Rest and Recuperation leave; a document confirming an appointment with a third party, such as a counselor or school official, or staff at a care facility; or a copy of a bill for services for the handling of legal or financial affairs. Available written documentation supporting this request for leave is attached.

Yes ☐ No ☐ None Available ☐

PART B: AMOUNT OF LEAVE NEEDED

1. Approximate date exigency commenced: _____

Probable duration of exigency: _____

2. Will you need to be absent from work for a single continuous period of time due to the qualifying exigency?

Yes☐ No☐

If so, estimate the beginning and ending dates for the period of absence:

_____

3. Will you need to be absent from work periodically to address this qualifying exigency? Yes☐ No☐

Estimate schedule of leave, including the dates of any scheduled meetings or appointments:

_____

_____

_____

Estimate the frequency and duration of each appointment, meeting, or leave event, including any travel time (i.e., 1 deployment-related meeting every month lasting 4 hours):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours ___ day(s) per event.

PART C:

If leave is requested to meet with a third party (such as to arrange for childcare or parental care, to attend counseling, to attend meetings with school, childcare or parental care providers, to make financial or legal arrangements, to act as the military member's representative before a federal, state, or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations), a complete and sufficient certification includes the name, address, and appropriate contact information of the individual or entity with whom you are meeting (i.e., either the telephone or fax number or email address of the individual or entity). This information may be used by your employer to verify that the information contained on this form is accurate.

Name of Individual: _____ Title: _____

Organization: _____

Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Email: _____

Describe nature of meeting: _____

_____

_____

_____

_____

_____

_____

_____

PART D:

I certify that the information I provided above is true and correct.

Signature of Employee _____ Date _____

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. 2616; 29 CFR 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. T he Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution AV, NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION; RETURN IT TO THE EMPLOYER.**

APPENDIX F-6

FMLA – Certification for Serious Injury or Illness of a Current Servicemember - Military Family Leave

Certification for Serious Injury or Illness of a Current Servicemember - -for Military Family Leave (Family and Medical Leave Act)

U.S. Department of Labor

Wage and Hour Division



OMB Control Number: 1235-0003
Expires: 2/28/2015

Notice to the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave due to a serious injury or illness of a current servicemember to submit a certification providing sufficient facts to support the request for leave. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 CFR 825.310. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 CFR 1630.14(c)(1), if the Americans with Disabilities Act applies.

SECTION I: For Completion by the EMPLOYEE and/or the CURRENT SERVICEMEMBER for whom the Employee Is Requesting Leave

INSTRUCTIONS to the EMPLOYEE or CURRENT SERVICEMEMBER: Please complete Section I before having Section II completed. The FMLA permits an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a serious injury or illness of a servicemember. If requested by the employer, your response is required to obtain or retain the benefit of FMLA-protected leave. 29 U.S.C. 2613, 2614(c)(3). Failure to do so may result in a denial of an employee's FMLA request. 29 CFR 825.310(f). The employer must give an employee at least 15 calendar days to return this form to the employer.

SECTION II: For Completion by a UNITED STATES DEPARTMENT OF DEFENSE ("DOD") HEALTH CARE PROVIDER or a HEALTH CARE PROVIDER who is either: (1) a United States Department of Veterans Affairs ("VA") health care provider; (2) a DOD TRICARE network authorized private health care provider; (3) a DOD non-network TRICARE authorized private health care provider; or (4) a health care provider as defined in 29 CFR 825.125

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed on Page 2 has requested leave under the FMLA to care for a family member who is a current member of the Regular Armed Forces, the National Guard, or the Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. For purposes of FMLA leave, a serious injury or illness is one that was incurred in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.

A complete and sufficient certification to support a request for FMLA leave due to a current servicemember's serious injury or illness includes written documentation confirming that the servicemember's injury or illness was incurred in the line of duty on active duty or if not, that the current servicemember's injury or illness existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that the current servicemember is undergoing treatment for such injury or illness by a health care provider listed above. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the servicemember's condition for which the employee is seeking leave.

SECTION I: For Completion by the EMPLOYEE and/or the CURRENT SERVICEMEMBER for whom the Employee Is Requesting Leave:

(This section must be completed first before any of the below sections can be completed by a health care provider.)

Part A: EMPLOYEE INFORMATION

Name and Address of Employer (this is the employer of the employee requesting leave to care for the current servicemember):

_____

Name of Employee Requesting Leave to Care for the Current Servicemember:

_____

First Middle Last

Name of the Current Servicemember (for whom employee is requesting leave to care):

_____

First Middle Last

Relationship of Employee to the Current Servicemember:

Spouse☐ Parent ☐ Son ☐ Daughter ☐ Next of Kin ☐

Part B: SERVICEMEMBER INFORMATION

(1) Is the Servicemember a Current Member of the Regular Armed Forces, the National Guard or Reserves?
Yes☐ No☐

If yes, please provide the servicemember's military branch, rank and unit currently assigned to:

_____

Is the servicemember assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients (such as a medical hold or warrior transition unit)?
Yes☐ No☐

If yes, please provide the name of the medical treatment facility or unit:

_____

(2) Is the Servicemember on the Temporary Disability Retired List (TDRL)?
Yes☐ No☐

Part C: CARE TO BE PROVIDED TO THE SERVICEMEMBER

Describe the Care to Be Provided to the Current Servicemember and an Estimate of the Leave Needed to Provide the Care:

_____

_____

SECTION II: For Completion by a United States Department of Defense ("DOD") Health Care Provider or a Health Care Provider who is either: (1) a United States Department of Veterans Affairs ("VA") health care provider; (2) a DOD TRICARE network authorized private health care provider; (3) a DOD non-network TRICARE authorized private health care provider; or (4) a health care provider as defined in 29 CFR 825.125. If you are unable to make certain of the military-related determinations contained below in Part B, you are permitted to rely upon determinations from an authorized DOD representative (such as a DOD recovery care coordinator).

(Please ensure that Section I above has been completed before completing this section. Please be sure to sign the form on the last page.)

Part A: HEALTH CARE PROVIDER INFORMATION

Health Care Provider's Name and Business Address:

_____

Type of Practice/Medical Specialty: _____

Please state whether you are either: (1) a DOD health care provider; (2) a VA health care provider; (3) a DOD TRICARE network authorized private health care provider; (4) a DOD non-network TRICARE authorized private health care provider, or (5) a health care provider as defined in 29 CFR 825.125:

_____

Telephone: ( ) _____ Fax: ( ) _____ Email: _____

PART B: MEDICAL STATUS

(1) The current Servicemember's medical condition is classified as (Check One of the Appropriate Boxes):

☐ **(VSI) Very Seriously Ill/Injured** – Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at bedside immediately. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)

☐ **(SI) Seriously Ill/Injured** – Illness/injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)

☐ **OTHER Ill/Injured** – a serious injury or illness that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating.

☐ **NONE OF THE ABOVE** (Note to Employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition" under § 825.113 of the FMLA. If such leave is requested, you may be required to complete DOL FORM WH-380-F or an employer-provided form seeking the same information.)

(2) Is the current Servicemember being treated for a condition which was incurred or aggravated by service in the line of duty on active duty in the Armed Forces? Yes☐ No☐

(3) Approximate date condition commenced: _____

(4) Probable duration of condition and/or need for care: _____

(5) Is the servicemember undergoing medical treatment, recuperation, or therapy for this condition? Yes☐ No☐

If yes, please describe medical treatment, recuperation or therapy:

_____

PART C: SERVICEMEMBER'S NEED FOR CARE BY FAMILY MEMBER

(1) Will the servicemember need care for a single continuous period of time, including any time for treatment and recovery? Yes☐ No☐

If yes, estimate the beginning and ending dates for this period of time: _____

(2) Will the servicemember require periodic follow-up treatment appointments? Yes☐ No☐

If yes, estimate the treatment schedule: _____

(3) Is there a medical necessity for the servicemember to have periodic care for these follow-up treatment appointments? Yes☐ No☐

(4) Is there a medical necessity for the servicemember to have periodic care for other than scheduled follow-up treatment appointments (e.g., episodic flare-ups of medical condition)?
Yes☐ No☐

If yes, please estimate the frequency and duration of the periodic care:

_____

_____

Signature of Health Care Provider: _____ **Date:** _____

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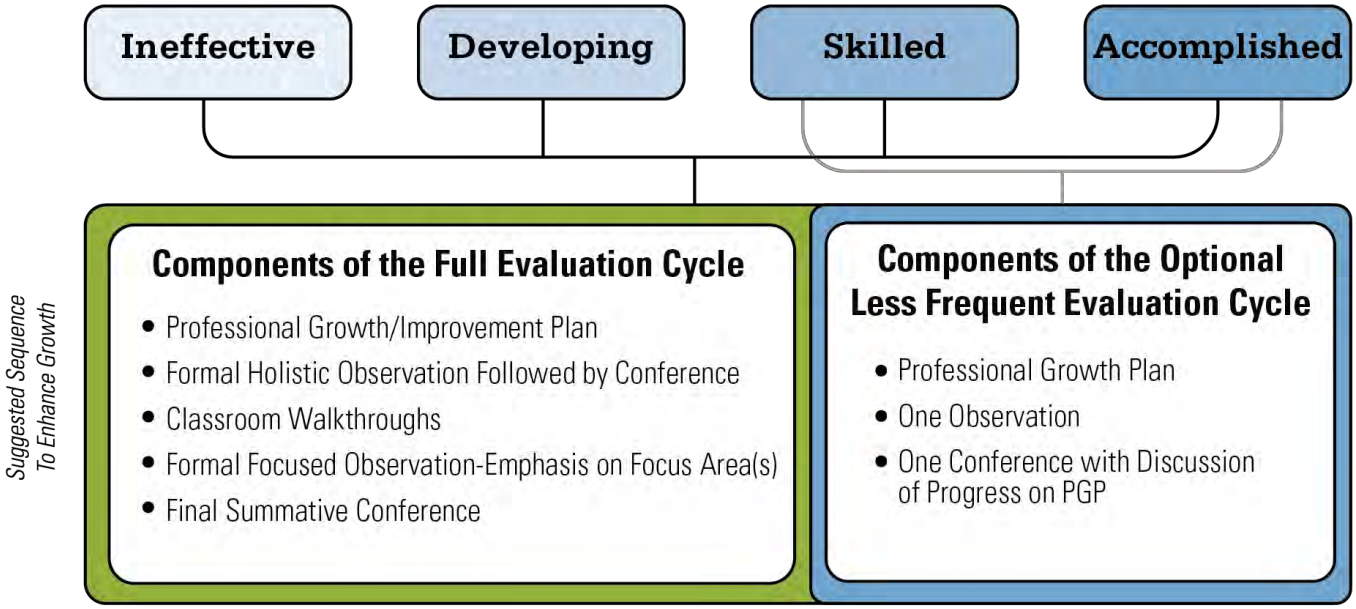
APPENDIX G-1

Ohio Teacher Evaluation System (OTES 2.0) Framework*

The State Board of Education values the importance of promoting educator professional growth that leads to improved instructional performance and student learning. OTES 2.0 is a professional growth model and is intended to be used to continually assist educators in enhancing teacher performance. An effective professional growth model considers a teacher's instructional strengths, while supporting identified areas for improvement according to the profile of each educator. This process is to be collaborative, ongoing and supportive of the professional growth of the teacher. Each teacher will be evaluated according to Ohio Revised Code and the ***Ohio Teacher Evaluation Framework,*** which is aligned with the ***Ohio Standards for the Teaching Profession*** adopted under state law. Using multiple factors set forth in the Framework, the teacher's Final Holistic Rating will be based upon a combination of informal and formal observations and supporting evidence using the ***Teacher Performance Evaluation Rubric***.



Essential Components

Essential components of the full evaluation consist of a Professional Growth Plan or Improvement Plan, two required conferences, two formal observations of at least 30 minutes each and at least two classroom walkthroughs. See details below:

- One Formal Holistic Observation, followed by a conference;
- Walkthroughs – *with an emphasis on identified focus area(s) when applicable*; • One Formal Focused Observation – *with an emphasis on identified focus area(s);* and • One Summative Conference.

Professional Growth and Improvement Plans

Either a Professional Growth Plan or an Improvement Plan will be developed annually.

Each plan will be:

- Based upon the results of the evaluation; and
- Aligned to any existing school district or building improvement plan.

The local board of education may elect to evaluate less frequently each teacher rated **Accomplished** on the teacher's most recent evaluation once every three years, provided the teacher submits a self-directed Professional Growth Plan** to the evaluator, and the evaluator determines the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and observations. Less frequent evaluations must include one observation and one conference. Teachers with ratings of **Accomplished** may choose their credentialed evaluator for the evaluation cycle.

The local board of education may evaluate less frequently each teacher rated **Skilled** on the teacher's most recent evaluation once every two years, provided the teacher and evaluator jointly develop a Professional Growth Plan** for the teacher, and the evaluator determines the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and observations. Less frequent evaluations must include one observation and one conference. Teachers with ratings of **Skilled** may have input on the selection of their credentialed evaluator for the evaluation cycle.

A teacher with a Final Holistic Rating of **Developing** will develop a Professional Growth Plan** that is guided by the assigned credentialed evaluator.

A teacher with a Final Holistic Rating of **Ineffective** will be placed on an Improvement Plan developed by the assigned credentialed evaluator.

High-Quality Student Data to Inform Instruction and Enhance Practice

Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students. The teacher evaluation will use at least two measures of districtdetermined high-quality student data to **provide evidence of student learning attributable to the teacher** being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.

It is recognized there are many types of data that can be used to support student learning, and the data include much more than just test scores. *These types of data and their uses are important and should continue to be used to guide instruction and address the needs of the whole child but may not meet the definition of high-quality student data for the purpose of teacher evaluation.*

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

Align to learning standards
Measure what is intended to be measured
Be attributable to a specific teacher for course(s) and grade level(s) taught
Demonstrate evidence of student learning (achievement and/or growth)

Follow protocols for administration and scoring

Provide trustworthy results

Not offend or be driven by bias

AND the teacher must use the data generated from the high-quality student data instrument by:

Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning

Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students

Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis

Measuring student learning (achievement and/or growth) and progress towards achieving state and local standards

Additional Requirements

Teachers must be provided with a written report of the results of their evaluation. Additionally, at the local level, the board of education will include in its evaluation policy procedures for using the evaluation results for retention and promotion decisions and removal of poorly performing teachers. Seniority will not be the basis for teacher retention decisions, except when deciding between teachers who have comparable evaluations.

The local board of education will provide for the allocation of financial resources to support professional development for all teachers. The local board of education will also ensure that poorly performing teachers are provided with professional development to accelerate and continue teacher growth.

LEGAL REFS. ORC 3319.111; 3319.112

* The ***Ohio Teacher Evaluation System 2.0 Framework*** represents the required basic structure of the teacher evaluation system. For additional guidance, please see the ***Ohio Teacher Evaluation System 2.0 Model***, which provides definitions of terms, detailed suggested implementation, and best practices for evaluating teachers in Ohio.

**Districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. However, *the notice requirements for being placed on an Improvement Plan, the components of the plan* and *the implementation process for the plan* may be subject to the terms of a collective bargaining agreement.

Self-Assessment Summary Tool

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Name:
Date:

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	• Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations			
Standard 2: Content	• Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio's Learning Standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities			
Standard 3: Assessment	• Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting			
Standard 4: Instruction	• Alignment to school and district priorities and Ohio's Learning Standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs			
Standard 5: Learning Environment	• Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance of an environment that is conducive to learning for all students			

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 6: Collaboration & Communication	• Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies			
Standard 7: Professional Responsibility and Growth	• Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

Teacher Performance Evaluation Rubric

The ***Teacher Performance Evaluation Rubric*** is to be scored holistically. This means evaluators will assess which level provides the best *overall* description of the teacher. The rating process is to occur on completion of each 30-minute observation and post-conference. To determine the rating for each 30-minute observation, the evaluator is to consider evidence gathered during the pre-conference, observation, post-conference and classroom walkthroughs, if applicable. Note that when completing the performance rubric, evaluators are not expected to gather evidence on all *indicators* for each observation cycle. Likewise, teachers may, but are not required to, bring additional pieces of evidence to address all *indicators*. The professionalism section of the rubric may use evidence collected during the pre-conferences and post-conferences as well as information from the Professional Growth and/or Improvement Plan, if applicable.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students -

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Element 2.4 Element 2.5			connections to students.	among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review*	**Communi-cation with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.
		The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.
		The teacher does not give students feedback.	Feedback to students is general, occasional or limited and may not always support student learning.	The teacher gives students substantive, specific and timely feedback to support their learning.	The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					strengths and challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
LESSON DELIVERY *(continued)*	**Student-centered learning** Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities. There are no opportunities for student choice about what will be learned and how	Learning is primarily teacher directed. Students participate in whole class learning activities. There are few opportunities for student choice about what will be learned and how learning will be	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
		learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	demonstrated. The teacher uses limited differentiated instructional strategies or resources.	differentiated instructional strategies and resources for groups of students.	students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-*	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
throughs/informal observations, peer review, student surveys	**Classroom climate and cultural competency** Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
ASSESSMENT OF STUDENT LEARNING	**Use of assessments**	The teacher does not use varied assessments.	The teacher makes limited use of varied assessments.	The teacher selects, develops and uses multiple assessments,	The teacher intentionally and strategically selects, develops and uses multiple assessments,

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
(Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
				students.	
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	**Communication and collaboration with families** Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Communication and collaboration with colleagues	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Element 6.3		limited improvement of professional practice.	analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	learning, individual practice, school practice and/or the teaching profession.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
				to meet the goals.	action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Using High-Quality Student Data to Inform Instruction and Enhance Practice

Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students. The teacher evaluation will use at least two measures of district-determined high-quality student data to **provide evidence of student learning attributable to the teacher** being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.*

It is recognized there are many types of data that can be used to support student learning, and the data include much more than just test scores. *These types of data and their uses are important and should continue to be used to guide instruction and address the needs of the whole child but may not meet the definition of high-quality student data for the purpose of teacher evaluation.*

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- ☐Align to learning standards
- ☐Measure what is intended to be measured
- ☐Be attributable to a specific teacher for course(s) and grade level(s) taught
- ☐Demonstrate evidence of student learning (achievement and/or growth)
- ☐Follow protocols for administration and scoring
- ☐Provide trustworthy results
- ☐Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

- ☐Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- ☐Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students
- ☐Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis
- ☐Measuring student learning (achievement and/or growth) and progress towards achieving state and local standards

*LEGAL REFS. ORC 3319.111; 3319.112

APPENDIX G-5

High-Quality Student Data Verification Form

Teacher Name: Click or tap here to enter text.Evaluator Name: Click or tap here to enter text.
Content Area(s): Click or tap here to enter text.Grade Level(s): Click or tap here to enter text.

List sources of High-Quality Student Data used to inform instruction. Value-added data must be used as one source if available.

1. Click or tap here to enter text.

2. Click or tap here to enter text.

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy results
- Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class as well as individual students
- Informing instruction, adapting instruction to meet student need based upon the information gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress towards achieving state/local standards

Comments: Click or tap here to enter text.

Teacher Signature: Date: Click or tap to enter a date.
HQSD Approval Signature: Date: Click or tap to enter a date.

Walkthroughs/Informal Observations: Overview and Resources
Ohio Teacher Evaluation System 2.0

Overview: Walkthroughs/Informal Observations:

Observations of teaching provide important evidence when assessing a teacher's performance and effectiveness. As an evaluator observes a teacher engaging students in learning, valuable evidence may be collected on multiple levels. While many of these interactions may take place in the classroom, a more formal instructional setting, it should be noted that evidence of teacher practice is visible in many settings. Some teacher behaviors are observable in the classroom while other evidence may be obtained from formal conferences, informal conversations, and evidence of practice, as well as input from colleagues, parents/guardians and students.

As part of the observation process, ongoing communication and collaboration between evaluator and teacher help foster a productive professional relationship that is supportive and enhances a teacher's professional growth and development.

A walkthrough/informal observation is a

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Method to allow evaluators opportunity to gather additional evidence on identified focus area(s) to enhance teacher practice;
- Process for giving targeted evidence-based feedback to teachers; and
- Means for evaluators to visit classrooms more frequently and more purposefully.

As part of the teacher evaluation system, walkthroughs/informal observations should, whenever possible, be focused on gathering evidence related to the teacher's identified focus area(s). However, evaluators are not limited to only collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

Guidelines for Walkthroughs/Informal Observations

Informally Observe Teachers

Teachers who are fully evaluated will have a minimum of two walkthroughs. Walkthroughs are informal observations less than 30 minutes; these may be announced or unannounced.

Informally Observe Often

The evaluator's presence in the classroom should send a positive message to teachers. Conducting walkthroughs consistently and frequently can have a positive impact on teacher practice and student learning. Find time to observe teachers at varying times of the day because what occurs in the morning can be different from what occurs in the afternoon.

Focusing on Identified Areas for Support

Focus area(s) may be determined during the required conference following the first Formal Holistic Observation or during the previous year's Final Summative Conference. The focus may be area(s) of relative strength and/or area(s) for improvement. Determination of focus area(s) should mirror the level of autonomy used to develop Professional Growth Plans:

- Teachers rated Accomplished - Self-Directed by teacher
- Teachers rated Skilled – Jointly determined by teacher and evaluator
- Teachers rated Developing – Guided by evaluator
- Teachers rated Ineffective – Determined by evaluator

Evidence gathered during walkthroughs that occur after the Formal Holistic Observation should be focused on the teacher's identified area(s) for support when applicable. Evaluators are not limited to collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

Make Time to Follow Up

Follow-up communication to walkthroughs is a critical component. Follow-up will often be in writing, but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to support teachers in enhancing their practice. If possible, evaluators should follow up with the teacher on either the same day or the next day. To impact practice, teachers should receive feedback in a timely manner.

Teacher-Driven Observations

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to the teacher's identified focus area(s).

Types of Data

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes measures of values or counts expressed as numbers. For example, the evaluator could use a checklist to tally the types of questions asked (higher versus lower levels). The evaluator might also chart the number and types of assessments used. Qualitative data can include scripted notes detailing patterns of activities, feedback shared and events observed. In both cases, accuracy is essential to ensure the credibility of the process and the evaluator.

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: General Form

Teacher Name: **Grade(s)/Subject Area(s):** **Date:**

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

Directions: This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS	
☐ Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	☐ Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
☐ Instructional time is used effectively	☐ Information is presented in multiple formats
☐ Teacher combines collaborative and whole class learning opportunities	☐ Routines, procedures and transitions are consistent, effective and maximize instructional time
☐ Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	☐ Feedback is substantive, specific, timely and supports student learning
☐ Lesson makes clear and coherent connections with student prior learning and future learning	☐ Teacher selects, develops and uses multiple assessments
☐ Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	☐ Teacher uses differentiated instructional strategies and resources for groups of students
☐ Other:	☐ Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:

Evaluator Summary Comments:

Evaluator Signature: _____ ☐ **Photocopy to Teacher**

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: Open-Ended Form

Teacher Name: **Grade(s)/Subject Area(s):** **Date:**

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: _____ ☐ **Photocopy to Teacher**

Planning for the Post-Conference
Ohio Teacher Evaluation System 2.0

Post-Conference Planning

The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.

Considerations

Before deciding which reflective questions are best matched to the educator's performance and goals, consider the following:

- What focus area(s) might be/were identified after the Formal Holistic Observation? What evidence has been demonstrated to support growth in the focus area(s)?
- What are the teacher's goals on the Professional Growth Plan (PGP)? Do the measurable indicators identified on the PGP demonstrate progress on the plan?
- What does the teacher's high-quality student data (HQSD) demonstrate about instruction and student learning?
- How has the teacher provided evidence of *use* of the HQSD to impact student learning and teacher practice?
- What further supports might this teacher need to enhance practice and demonstrate growth?

Reflective Questions

The number and type of focus area(s) (strength and/or area of growth) are determined locally.

- Record 3 to 5 reflective questions aligned to the identified focus area(s) that would enhance a strength and/or support an area of growth.

1.

2.

3.

4.

5.

Three Key Elements of the Instructional Post-Conference

Conducting the Post-Conference

1. Introduction/Greeting/Establish Length
    - Review Conference Process
    - General Impression Question: "How do you think the lesson went?"

2. Focus area(s)
    - Discuss identified focus area(s)
    - Ask self-reflection question/s
    - Provide evidence from notes
    - Share resources and supports

3. Present evidence and rating connected to the rubric.

Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name: Evaluator Name: ☐ Self-Directed (Accomplished) ☐ Jointly Developed (Skilled) ☐ Evaluator Guided (Developing)

Choose the **Domain(s)** aligned to the goal(s).			
☐ Focus for Learning ☐ Knowledge of Students ☐ Lesson Delivery		☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities	
Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed
Describe the alignment to district and/or building improvement plan(s):			
Comments:			

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

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

APPENDIX G-9

Final Holistic Rating of Teacher Effectiveness—Accomplished or Skilled Carry Forward

Professional Growth Plan Goal(s) Alignment:	**Dates:**	
Mark Domain Area(s): ☐Focus for Learning ☐Knowledge of Students ☐Lesson Delivery ☐Classroom Environment ☐Assessment of Student Learning ☐Professional Responsibilities **Focus Area(s) Comments:**	Date of Observation: Date of Conference: **Comments:**	
Professional Growth Plan Goal(s):	(Goal(s) prepopulate from previous entry)	
Progress on Professional Growth Plan Goal:	☐Progress Made (By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.)	☐Insufficient Progress Made (By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.)
Evaluator Comments:		
Teacher Comments:		

Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal • **Carry forward from previous rating**	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐End of Cycle (Full evaluation required in the next school year)

☐Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement—List specific area(s) for improvement related to the ***Ohio Standards for the Teaching Profession***. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area(s) or Concern(s) Observed	Specific Statement of the Concern(s): Area(s) of Improvement

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on ***Ohio Standards for the Teaching Profession***	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

Section 5: Alignment to District and/or Building Improvement Plan(s)— Describe the alignment to district and/or building improvement plan(s).

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature:_____
Date: _____

Evaluator's Signature: _____
Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

- ☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance.
- ☐ The Improvement Plan should continue for time specified: _____ _____.
- ☐ Dismissal is recommended.

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

APPENDIX H

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

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

Please adhere to the following instructions:

1) Payment of registration fee is initially paid by the district unless otherwise instructed by administration. If you are unable to attend for an emergency meeting, you will not be held responsible for any repayment of the fee.

2) After attendance of your meeting, you must complete the enclosed Travel Form, sign and attach all receipts and return to the Treasurer for reimbursement. A receipt is required for registration fees.

3) Hotel Bill: Be sure your hotel bill shows the amount charged per day for yourself. If your spouse attends a meeting with you, a $6.00 per day amount will be deducted; or have the hotel give you a bill just for your charges. Do not include meals charged on your hotel bill. Get separate receipts for your meals.

4) Items which you WILL NOT be reimbursed for are:

   a) Dues.
   b) Personal telephone calls and video rentals.
   c) Fines.
   d) Lack of receipts or no receipts. (i.e. Parking Fees, Turnpike Fees, etc.)

5) Under NO circumstances can you submit amounts for reimbursement for someone other than yourself on your reimbursement form! Each individual MUST submit THEIR OWN reimbursement form for THEIR OWN charges!

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

Struthers City School District
Board of Education

STATEMENT OF TRAVEL EXPENSES

Date _____ 20__

To whom owed _____

Address _____

Meeting or Conference _____

Held at _____ On _____

Personnel Attending _____

Was transportation expense shared with others? ___Yes ___No

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

Signed _____

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

Approved by the Board of Education on _____

_____
TREASURER

APPENDIX I

Struthers City School District
Board of Education

CAR ALLOWANCE

(within District)

Date _____ 20___

To whom owed _____

Address _____

Report Period: FROM _____ TO _____

	1st Car	2nd Car
Make of Car Used For School Purpose		
Year of Car Used For School Purpose		

Number of Miles Traveled _____ **at the IRS Rate** = _____

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

SIGNED _____

APPROVED BY SUPT. OF SCHOOLS _____

Struthers Board of Education
Struthers, Ohio

TRIP LOG SHEET

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

(Carry to Page 1)

_____
(Name)

_____ _____
(Department/Principal) Treasurer

_____
(Date)

APPENDIX J

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

A. All bargaining unit employees who are members in good standing on the effective date of this agreement shall remain members in good standing.

B. All bargaining unit employees who are not members in good standing on the effective date of this agreement shall, not later than sixty (60) days after the effective date, become and remain members in good standing or pay an annual representation fee equivalent to, but not to exceed, the total affiliated dues of the Association.

C. Any employee who is hired into a bargaining unit position on or after the effective date of this agreement shall, not later than thirty (30) days following such employment, become and remain a member in good standing of the Association or pay an annual representation fee equivalent to, but not to exceed, the total affiliated dues of the Association.

D. Payment of Association dues/representation fees shall be accomplished in the following manner:

   1. Each member of the bargaining unit shall sign and deliver to the Association and the Board’s Treasurer a copy of the authorization for payroll deduction of membership dues. This authorization shall continue in effect until revoked.

   2. If a member of the bargaining unit elects not to become a member of the Association, or not to remain a member of the Association, the Board’s Treasurer shall begin deduction of the representation fee from the employee's pay in the manner described in paragraph E of this provision.

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

E. The Board’s Treasurer shall deduct a representation fee from the pay of every member of the bargaining unit who elects not to become an Association member. The deductions shall begin at the second payroll period in January except no fair share fee deductions shall be made for newly employed bargaining unit members until after thirty (30) days. The money deducted for dues and representation fees shall be transmitted to the Association's Treasurer.

F. Such fair share fee payment shall be subject to an internal rebate procedure provided by the Association meeting all requirements of applicable state and federal law.

G. The Association agrees to defend, indemnify and hold harmless the Board and its individual members in any claim, demand, action or cause of action brought to contest collection or other elements of administration of the service fee.