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FINAL AGREEMENT

BETWEEN

POLAND EDUCATION ASSOCIATION

AND

THE POLAND BOARD OF EDUCATION

September 1, 2025 – August 31, 2028

TABLE OF CONTENTS

		PAGE
ARTICLE I	**RECOGNITION**	1
1.1	Statement of Recognition	1
1.2	Definition of Bargaining Unit	1
1.3	Duration of Recognition; Representation Election Procedure	1
1.4	Definitions	1
1.5	PEA Rights	3
1.6	Nondiscrimination	6
ARTICLE II	**NEGOTIATIONS PROCEDURE**	6
2.1	Initiation of Negotiations	6
2.2	Scope of Negotiations	6
2.3	Meetings	6
2.4	Disagreement	7
2.5	Ratification	8
2.6	Reopening of Negotiations	8
ARTICLE III	**GRIEVANCE PROCEDURE**	8
3.1	Purpose	8
3.2	Definitions	8
3.3	Procedures	9
3.4	Request for a Second List	10
3.5	Expedition of Grievances	10
3.6	Rights to Representation	10
3.7	Time Limits	11
3.8	Miscellaneous	11
ARTICLE IV	**LEAVE POLICIES**	11
4.1	Personal Leave	11
4.2	Sick Leave	13
4.3	Bereavement Leave	14
4.4	Assault Protection	15
4.5	Court Leave	16
4.6	Leave for Professional Meetings	16
4.7	Sabbatical Leave	17
4.8	General Unpaid Leave	18
4.9	Parental Leave	19
4.10	Reinstatement from Leaves of Absence	20
4.11	Family and Medical Leave Act	21
4.12	Military Leave	21

TABLE OF CONTENTS

ARTICLE V	**RIGHTS AND RESPONSIBILITIES**	21
5.1	Changes in Staffing Requirements	21
5.2	Seniority List	27
5.3	Employee Contracts	27
5.4	Employee Evaluation Provision	28
5.5	Due Process	34
5.6	Just Cause	34
5.7	Fair Dismissal	35
5.8	School Day	35
5.9	School Year	37
5.10	Class Size	37
5.11	Immunizations	38
5.12	Assistance with Clerical Duties	39
5.13	Personnel File	39
5.14	LPDC/Local Professional Development Committee	40
5.15	Mentor Teacher	41
5.16	Smoke Free Environment	42
5.17	OSHA Safety Training	42
5.18	Duplicating Equipment	43
ARTICLE VI	**SALARY AND FRINGE BENEFITS**	43
6.1	Salary Schedule Guidelines	43
6.2	Employee Salary Schedule	44
6.3	Payment for Graduate Credits and Criteria for Payment	44
6.4	Extended Time	45
6.5	Supplemental Positions *(Including Supplemental Salary Schedule)*	46
6.6	Severance Pay	55
6.7	Employment of Retired Poland Education association Members	57
6.8	Multiple Building Stipend	58
6.9	Employee Insurances	59
6.10	Board Pickup of Employee Contributions to the State Teachers Retirement System (Salary Reduction/Restatement)	62
6.11	Expense Reimbursement	63
6.12	Medical Procedures	64
6.13	Special Education Inclusion	64
6.14	Bonus	64
	Salary Schedules	*65-67*

TABLE OF CONTENTS

ARTICLE VII	**EFFECTS OF THE CONTRACT**	68
7.1	No Reprisals	68
7.2	Cessation of Duties	68
7.3	Implementation	68
7.4	Amendments	68
7.5	Personnel Forms	68
7.6	Conformance with Ohio Statutes	68
7.7	Duplication and Distribution	69
7.8	Duration; Term of Agreement	70
SIGNATURE PAGE		70
APPENDICES		
APPENDIX A	Employee Assault Report	71
APPENDIX B	Request for Reassignment	72
APPENDIX C	Grievance Form	73
APPENDIX D	Performance Responsibilities	74
APPENDIX E	Teacher Observation Form (Part I)	77
APPENDIX F	Employee Observation Form (Part II)	80
APPENDIX G	Certified Employee Evaluation Form	81
APPENDIX H	Standards-Based Teacher Evaluation	82
APPENDIX I	Poland Schools Organization Chart	91
	Memorandum of Understanding	92
	Out of Pocket Expense Reimbursement Form	95

ARTICLE I. RECOGNITION

1.1 Statement of Recognition

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

1.2 Definition of Bargaining Unit

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

1.21 Inclusions

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

1.22 Exclusions

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

1.3 Duration of Recognition; Representation Election Procedure

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

1.4 Definitions

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

A. Employee: Any employee in the bargaining unit defined in Section 1.2 of this Agreement.
B. Day: A calendar day.
C. Workday: A day on which an employee is scheduled to report for work.
D. Immediate Supervisor: The Supervisor, Principal or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by PEA.
E. Superintendent: The Superintendent of the Poland Local School District or his/her designated representative.
F. PEA: The Poland Education Association/OEA/NEA.

G. Board: The Board of Education of the Poland Local School District.
H. Seniority:

1. Seniority shall be defined as the employee's length of service in the bargaining unit commencing from the employee's first day of work. Service in an assigned position is not recognized as seniority by law.

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

2. Exclusions

   a. Service rendered beyond the normal school year shall not be considered toward accumulated seniority.

   b. Years of service in supervisory or administrative positions shall not be considered toward accumulated seniority. An employee who leaves the bargaining unit for a supervisory or administrative position with the Board for one year from the date the employee begins the non-bargaining unit position shall return to the bargaining unit with the seniority the employee had at the time the employee began the non-bargaining unit position. If the employee returns to the bargaining unit within five (5) years from the date of beginning the non-bargaining unit position, he/she will retain prior seniority. After five (5) years, the seniority of the employee at the time of return shall be zero. Returns to the bargaining unit will only occur as long as such placement does not displace current staff.

3. Breaking of Seniority

   a. A layoff that does not exceed twenty-four (24) months and time spent on disability retirement, or any Board-approved leave of absence, shall neither be construed to constitute a break in seniority nor to constitute years of service credit for salary purposes.

   b. An employee shall break his seniority:
      1. Upon resignation.
      2. Upon discharge for just cause.
      3. Upon failure to report from layoff within the designated time period after proper notification has been provided.
      4. Upon overstaying a leave of absence unless excused by the Superintendent.
      5. Upon permanent retirement.

4. Ties in Seniority Date

   In the event that two (2) or more employees in the same area of certification/licensure share the same seniority date, they shall be placed on the seniority list in accordance with the date of the Board

meeting at which the Board acted upon their initial employment. If a tie still exists, the employees shall be placed on the seniority list in accordance with the date of their most recent application for employment in a bargaining unit position with the Board. If a tie still exists, the employees who share the same seniority date shall participate in a coin toss in the presence of the Superintendent and a PEA representative.

l. Long-Term Substitutes

Long-term substitutes are defined as teachers hired to fill the temporary vacancy of a teacher on leave in the same assignment for more than sixty (60) days. The employment of long-term substitutes shall automatically expire at the end of the period of substitution or upon return to duty of the teacher from an approved leave of absence without any action by the Board or further notice to the teacher.

a. Beginning with the 61st day of employment in the same assignment, a long-term substitute shall be placed on the BA column, step 0 of the salary schedule.
b. A long-term substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one-half [3 ½] hours per day) in any one school year.
c. The following contractual (Article V) and statutory provisions shall not apply to long-term substitutes: non-renewal rights, Evaluation Rights and Section 3319.111 of the Ohio Revised Code (unless required by OTES); and Reduction in Force rights and Section 3319.17 of the Ohio Revised Code.
d. At any time, long-term substitutes may become regular teaching employees in accordance with normal hiring procedures. Subsequent continuous employment of a long-term substitute for the succeeding school year in the same assignment under another one-year limited contract shall allow the long-term substitute to move to step one (1) of the BA column on the salary schedule.

1.5 PEA Rights

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

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

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

E. The right to payroll deduction of political contributions.
Such deduction shall be implemented as follows:
1. Upon the written authorization of the employee, the Board shall cause to have deducted from the employee's annual salary, the authorized amount of the political contribution.
2. The deduction shall be made from one (1) paycheck of the employee and on the same pay date for all employees authorizing said deduction. The cumulative deduction shall be immediately forwarded to the PEA Treasurer.
3. The PEA President shall provide advance written notice to the PEA Treasurer of the pay date on which such deduction shall be made.

F. The right of the PEA President to receive a directory listing the names, school extensions, addresses, phone numbers, and subject area and building assignments on record of all employees of the Board.

G. The right of the PEA to receive the names and addresses of newly employed employees prior to the first day of the school year.

H. Time shall be granted to the PEA for a one (1) hour meeting on opening (orientation) day.

I. The right of designated PEA representatives to meet individually with employees during the school day and without loss of pay as is necessary to discharge the PEA's obligation as employee representative, provided such activity(s) occurs during non-instructional time exclusive of the homeroom period, study halls, and regularly scheduled student supervision duties.

J. The right of PEA representative(s) to represent employees at grievance hearings and to attend arbitration hearings during the school day without loss of pay. The number of PEA representatives attending any grievance or arbitration hearing shall not be more than two (2), if the grievance or arbitration hearing is held during the school day.

K. The right of the PEA President to receive, upon request, a copy of the agenda of each Board meeting in advance of the Board's regularly scheduled, monthly meeting. This provision shall not be construed to require preparation of the agenda in advance of the normal preparation schedule.

L. The right to receive, upon request, copies of all official financial documents pertaining to the Poland School System.

M. The right to make brief announcements after school faculty meetings are adjourned.

N. The right to use the building public address system to make announcements provided this right is exercised after the dismissal of students.

O. The right to use school phones for conducting PEA business provided the PEA pays for any toll calls.

P. The right to seven (7) days of leave, total maximum per school year without loss of pay for PEA delegates, as designated by PEA, to attend OEA Representative Assemblies. The Board will provide substitutes for such excused seven days maximum but will not underwrite any other expenses accruing from such excused absence(s).

Q. The PEA and the Administration shall form a Calendar Committee consisting of at least two Administrators, including the Superintendent. The Superintendent shall recommend to the Board of Education the calendar proposals presented by the Committee for its consideration. The final decision regarding the school calendar shall be made by the Board of Education.

R. PEA officers or a maximum of three mutually agreed upon representatives are allowed professional leave to attend association responsibilities.

S. The right of the PEA President to receive a duty-free period daily to deal with association business.

1.6 Nondiscrimination

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

ARTICLE II. NEGOTIATIONS PROCEDURE

2.1 Initiation of Negotiations

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

2.2 Scope of Negotiations

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

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

2.3 Meetings

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

2.31 Ground Rules for Negotiations

A. Written proposals will be exchanged at the first meeting. Upon receipt of these proposals, neither party shall be permitted to submit additional proposals unless mutually agreed otherwise.
B. Both parties shall present five (5) copies of all proposals and/or counterproposals.
C. Each negotiating team shall have a designated chief- spokesperson who shall be empowered to initial tentative agreements.
D. Each team is limited to five (5) persons at the table.
E. No mechanical recording devices shall be used during negotiations sessions, and each party is responsible for taking its own notes.
F. Sessions will be two (2) hours each unless mutually agreed otherwise. Each side will have one (1) hour to present its proposal. Each side agreeing, shorter or compressed sessions may be held.
G. Prior to the conclusion of each bargaining session, the date and time of the next bargaining session shall be mutually agreed upon by both parties.

H. Meetings will be held at a mutually agreed location.

I. Consultants to the team may be used by either party on specified topics. Advanced notice of the intent to use a consultant shall be provided to the other side at the previous meeting.

J. Each side may request a caucus not to exceed thirty (30) minutes unless mutually agreed otherwise. The thirty (30) minutes are to be within the scheduled two hours for each negotiation session unless mutually agreed otherwise.

K. Items that have been tentatively agreed to shall be initialed by each side's chief negotiator at the time they are tentatively agreed to and are contingent upon a final and total agreement on the entire contract.

L. The final and total tentative agreement is subject to ratification of the respective constituencies which shall be scheduled to occur within thirty (30) days after the Tentative Agreement is reached. For the Superintendent that will include the Board of Education and for PEA that will include all employees represented in the bargaining unit.

M. The parties are free to communicate as they see fit with their respective constituencies. For the Superintendent that will include the Members of the Board of Education and other district administrators. For PEA that will include all employees represented in the bargaining unit. Each party is restricted to communicating/reporting to its own constituents.

N. There shall be no press releases or other forms of public dissemination of information unless mutually approved of in advance by all parties or until an impasse in negotiations is declared, if any.

O. Each party will keep an original of the tentative agreement reached. After ratification, a mutually agreed upon commercial secretarial service will type the final agreement and return it to both parties for confirmation as to accuracy. Then the Chief Negotiators and Presidents will sign the final agreement before it is sent to a mutually agreed upon secretarial service for typing and printing. The costs of typing and printing shall be born equally by both parties.

2.4 Disagreement

2.41 Mediation

After sixty (60) calendar days of negotiation, either party may declare impasse, at which time a request shall be made to the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching an agreement. Unless final agreement is reached, mediation conducted under the auspices of the Federal Mediation and Conciliation Service shall continue until the expiration of the Agreement and, if the parties mutually agree, may continue thereafter. It is agreed that the procedures set forth in this section constitute a mutually agreed dispute settlement procedure which supersedes the procedures contained in ORC 4117.14.

2.42 Costs of Mediation

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

2.5 Ratification

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

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

2.6 Reopening of Negotiations

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

ARTICLE III. GRIEVANCE PROCEDURE

3.1 Purpose

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

3.2 Definitions

3.21 Grievance

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

3.22 Decision

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

3.23 Grievant

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

3.24 Class Action Grievance

A CLASS ACTION GRIEVANCE shall be defined as a grievance that

affects more than one employee in the bargaining unit.

3.25 Workdays

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

3.3 Procedures

3.31 Preliminary Step

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

3.32 Step 1: Verbal Announcement of Grievance

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

3.33 Step 2: Declaration of Grievance

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

3.34 Step 3: Immediate Supervisor's Reply

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

3.35 Step 4: Appeal to Next Level Administrator/Superintendent

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

3.36 Step 5: Arbitration

If the disposition of the grievance by the Superintendent is not satisfactory or if the disposition has not been issued within the time prescribed in Step 4, the PEA may submit the grievance to arbitration by giving written notice to the Superintendent of its intent to do so within five (5) workdays after receipt of the Superintendent's reply, or the

grievance matter is barred. Only grievances alleging a violation, misinterpretation, or misapplication of the terms and provisions of the Agreement may be appealed to arbitration. The parties shall first attempt to agree upon an impartial arbitrator to hear the grievance. If the parties are unable to agree within five (5) workdays from the Superintendent's receipt of the PEA's appeal to arbitration, the PEA shall then request the American Arbitration Association to administer the proceedings under the Voluntary Labor Arbitration Rules of that Association.

A. Authority of the Arbitrator

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

B. Costs of Arbitration

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

C. Transcripts

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

3.4 Request for a Second List

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

3.5 Expedition of Grievances

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

3.6 Rights to Representation

3.61 Representation

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

3.62 Restrictions

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

3.7 Time Limits

3.71 Delivery of Grievance and Related Notices

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

3.72 Calculation of Time Limits

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

3.8 Miscellaneous

3.81 Withdrawal of Grievances

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

3.82 Copies of Written Decisions

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

3.83 Recordkeeping

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

3.84 Grievance Procedure

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

ARTICLE IV. LEAVE POLICIES

4.1 Personal Leave

4.11 Definition

Personal leave is defined as leave which must be used to transact or attend

to personal, legal, religious, or family matters that require an employee's absence during the school day.

4.12 Entitlement to Personal Leave

A. A member of the Employee Unit shall be granted three (3) unrestricted days of personal leave per year, pro-rated if hired after the start of the school year, without loss of salary to attend to personal matters. Pro-ration is as follows: if a bargaining unit member is employed within the first 60 days of the school year, the members shall receive 3 personal days; employed after 60 days but before 120 days, a bargaining unit member shall receive 2 personal days; and only 1 personal day if employed after 120 days of the school year.

B. Personal leave days, if not used, shall accrue as sick leave or employees who have personal days that have not been used may choose to redeem those days at the rate of one hundred dollars ($100) per day (no partial days), payable in the last pay of that contract year. Employees shall submit any such request in writing to the Superintendent of Schools not later than August 1st.

Should a part-time bargaining unit member choose to redeem a personal day(s), the part-time bargaining member shall receive a pro-rated amount of the $100 based on their hours worked.

4.13 Notification for Use of Personal Leave

Employees requesting personal leave must request such leave forty-eight (48) hours prior to the use of such leave utilizing the District's automated system, unless it involves an emergency that negates the time element in which case the nature of the emergency shall be specified.

4.14 Restrictions

1. Personal leave shall not be granted to extend a holiday or school recess, except the use of one personal leave day for the day before or after a holiday, excluding Labor Day or Memorial Day, shall be limited to the first three (3) requests, per building, received by the Superintendent. No more than nine (9) requests across the District will be approved. Requests for such leave will not be considered or approved if made less than thirty (30) calendar days prior to the leave.

   Employees are not permitted to take an unpaid day to extend leave beyond the one day approved personal leave under this provision.

2. Personal leave shall not be used for vocational purposes or for personal gain.

3. Personal leave will not be granted in the last or first five workdays of the school year or on a make-up calamity day unless for a family emergency or a family event that cannot be reasonably rescheduled.

4. In the event extenuating circumstances arise during any of the restricted time periods, the Superintendent may, in his/her discretion, approve a request for use of personal leave.

5. In the event personal leave has been exhausted, but an employee has an unexpected circumstance(s) that arises, that could not be planned for in advance and the employee has no control over the timing of its occurrence, the employee may make a request to the Superintendent for an exception to be absent without pay on an unprecedented setting basis. The employee shall submit to the Superintendent documentation or relevant evidence or information to qualify for the leave under this provision.

   The Superintendent's decision regarding a request for unpaid personal leave as described herein beyond three (3) personal days is not precedent setting and is not grievable. This exception shall not be used on an annual or "pre-planned" basis (for example, employees cannot use this provision to plan vacation(s)).

4.2 Sick Leave

4.21 Entitlement to Sick Leave

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

4.22 Definition of "Family"

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

4.23 Advance of Sick Leave

A. Upon written request to the Superintendent, the Superintendent shall advance sick leave credit, not to exceed five (5) days, to employees who have not yet earned such leave or to employees who have exhausted their accumulated sick leave, as well as personal leave.
B. An employee may not be lawfully advanced additional sick leave credit beyond five (5) days per year. The five-day advance is to be

deducted from the future accumulation of sick leave credit the employee earns on the basis of completed months of service under provisions of Ohio Revised Code 3319.141.

C. Should such employee not earn back the full amount of advance sick leave by the end of the contract year, the amount of advancement not yet earned shall be deducted from the final payroll.

D. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all such leave nor is the Board in any way limited from taking appropriate disciplinary action for any unauthorized absence without approved leave.

4.24 Restrictions

Falsification of sick leave usage shall result in disciplinary action up to and including termination in accordance with Ohio Revised Code 3319.141.

4.25 Accumulation of Sick Leave

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

4.26 Reporting

Bargaining unit members must utilize the District's automated system for reporting sick leave usage. If the bargaining unit member does not timely submit usage of leave per the automated system and the "reporting window" has closed, the bargaining unit member must within two (2) days report via email their absence to the Treasurer's office, unless extenuating circumstances exist (for example, hospitalization or incapacitation).

4.27 Sick Leave Conservation Incentive

Any member of the Association who has used two (2) or fewer sick days during any school year shall be granted one (1) day in addition to the 60-day maximum set forth in section 6.63 and paid in accordance with said section.

4.3 Bereavement Leave

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

4.4 Assault Protection

4.41 Philosophy

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

4.42 Assault Report Procedure

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

A. An employee who has been physically assaulted by a student or a member of the lay community shall give written notice of such action to the appropriate supervisor within two (2) workdays of said alleged incident or as soon as possible thereafter. Such notice shall be signed by said employee or his/her legal representative.

B. Such written notice shall be forwarded to the Superintendent by said supervisor within two (2) school days of receipt. The Superintendent shall then attempt to resolve the complaint at the lowest possible level.

C. All appropriate administrative personnel shall assist in providing information relevant to the incident.

4.43 Assault Leave Entitlement

A. An employee who is absent due to a disability resulting from an unprovoked assault as a result of his/her professional duties shall be compensated at the regular rate of pay. The first fifteen (15) workdays of assault leave resulting from such injury will not be charged to sick leave, but the remainder thereafter shall be, unless the employee qualifies for disability through the STRS benefit plan.

1. A physician's statement declaring that said employee is under his care for injury shall be presented within two (2) workdays, or as soon as possible thereafter, as written proof to the Superintendent that said employee is incapable of performing his/her contractual duties for the Board.
2. Concurrent with the physician's statement, the employee shall submit to the Superintendent, on a form furnished by the Board, a signed statement describing the facts to warrant assault leave.
3. A disability resulting from an assault shall terminate when said employee can return to his professional assignment held prior to the disability or the said employee becomes eligible and takes disability retirement provided under the provisions of the State Teachers Retirement System.

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

4.5 Court Leave

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

4.6 Leave for Professional Meetings

4.61 Philosophy

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

4.62 Entitlement to Leave for Professional Meetings

Employees shall use the automated system for use of professional leave. Additionally, an employee shall submit to the Superintendent requests, including an estimate of expenses to attend any convention, conference or workshop, at least ten (10) days prior to the trip. The meeting must be relevant to the employee's assignment in the Poland Schools.

4.63 Reimbursement

Immediately after the trip is completed, the employee shall file a report of expenses with the Superintendent with itemized receipts, if applicable. Reimbursement will be made following approval of the expense report.

A. The Board will reimburse for actual cost of transportation by common carrier originating regionally, the amount annually determined by IRS for private automobile (when the meeting is out of the county), and for professional development events involving overnight stays, the actual cost of registration, housing, special banquet meals, and a per diem rate not to exceed forty dollars ($40.00) for meals. The reimbursement may, at the discretion of the Board, be based on the least expensive mode of transportation. There shall be a $500.00 limit on reimbursement per professional meeting. Field trips taken with a class for instructional purposes, approved by the management, shall not be deducted from the employee's professional leave usage.

B. Each employee may be required to submit a brief written summary report of the professional meeting which he/she attends when he/she submits the form(s) for reimbursement. If required,

this summary report shall be submitted to the Superintendent. The Superintendent may distribute the report to the Board and to appropriate staff members.

4.64 Restrictions

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

4.65 Professional Leave

Teachers who chaperone a school sponsored overnight field trip that is not connected or related to supplemental duties/contract shall receive a one-time payment of four hundred dollars ($400.00) per trip to be paid during the next regularly scheduled payroll following the trip. Depending on the number of students on the overnight trip and/or the number of teachers who volunteer to chaperone the trip, the Superintendent may limit the number of chaperones.

Subject to the above paragraph, should the Administration determine it is necessary for an adult to assist/support a student at a District-sponsored event (e.g., homecoming/prom), the teacher will be paid a one-time stipend of one hundred dollars ($100) for attending each event to assist/support the student.

4.66 Professional In-service

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

4.7 Sabbatical Leave

4.71 Entitlement to Sabbatical Leave

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

4.72 Restrictions

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

followed and completed satisfactorily. Said enrollment must be full-time in a fully accredited graduate program.

B. The employee shall be required to return to the District at the conclusion of such leave for one (1) school year.

C. Such leave shall not be approved unless there is available a satisfactory substitute; nor approved for more than three percent (3%) of the employees at any one time; nor approved for longer than one (1) school year; nor approved for any employee more often than once every eight (8) years of service; nor approved a second time to the same employee when other employees have filed a request for such leave.

D. No employee for whom such leave has been approved shall receive a partial salary in excess of the difference between the substitute's pay and the employee's expected salary during the period of leave.

E. No employee on sabbatical leave shall be employed full time outside the school system, a violation of which shall be just cause for termination. Full time shall be defined as 32 hours or more per week.

4.73 Failure to Return Upon Expiration of Leave

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

4.74 Written Agreement

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

4.8 General Unpaid Leave

Leave for up to two (2) consecutive years may be granted a teacher at the discretion of the Board for professional, educational, or other purposes and shall be granted for purposes of illness or disability as per ORC 3319.13. Teachers seeking unpaid

leave for purposes of illness or disability must agree to provide verification that such leave is recommended by a physician.

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

4.81 Application

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

4.82 Notice of Intent to Return

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

4.9 Parental Leave

4.91 Entitlement to Parental Leave

A. Parental leave of absence shall be granted, upon request, to an employee who becomes pregnant or who becomes a parent by childbirth or adoption. Said leave shall be an unpaid leave of absence and shall be granted for a full school year or part of the school year as requested.

B. Upon request of the employee, parental leave shall be extended for a period up to one (1) additional school year, provided the request is made in writing to the Superintendent on or before July 1 immediately preceding the school year for which the extension is requested and provided the applicant has not taken a one-year medical leave for this pregnancy.

C. An employee on parental leave shall not be otherwise employed and shall not be enrolled as a full-time student during the period of such leave, a violation of which can be just cause for immediate

termination of employment. Full-time employment is defined as 32 hours or more per week.

D. Parental leave for pregnancy may begin at any point of the pregnancy and shall continue through the disability connected with the delivery. Leave under the Family Medical Leave Act (FMLA) shall run concurrently with any Parental Leave granted under the Agreement. Time over summer recess shall not count against FMLA leave.

4.92 Application for Parental Leave

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

4.93 Early Reinstatement

An employee desiring to return to active duty before the expiration of approved FMLA/parental leave (i.e., initial 12-week period) shall submit a request to the Superintendent no later than 15 days prior to the proposed return to work date along with a doctor's certificate stating that she is able to perform her duties. The Superintendent shall approve the request and return the employee to the same or comparable position in the best interests of the District.

4.94 Reinstatement

A. An employee returning to duty from parental leave of absence beyond the initial 12-week period after childbirth shall furnish a doctor's certificate stating that she is able to perform her duties.

B. The employee shall return to work provided that notification of intent to return, limited to the first three (3) grading period(s), was submitted to the Superintendent no later than 15 days prior to the upcoming grading period unless extenuating circumstances do not permit such notice, at which time the employee will be restored to the same position or a comparable position to the one held prior to the commencement of leave.

C. Should the employee fail to submit the required 15 days' notice as stated above and extenuating circumstances do not exist, the employee will not be restored until the following grading period (i.e., the grading period after the "upcoming" one) if within the first three (3) grading period(s), or the next school year.

4.10 Reinstatement from Leaves of Absence

An employee returning from Assault Leave, Sabbatical Leave, General Unpaid Leave, or Parental Leave shall be reassigned to the same position held prior to the leave taken or by mutual consent a comparable position held prior

to leave. If the same or comparable position does not exist, then to an available position for which he/she is certified/licensed.

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

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

4.11 Family and Medical Leave Act

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

4.12 Military Leave

Leaves of absence for military service will be granted in accordance with all requirements of federal and state law.

ARTICLE V. RIGHTS AND RESPONSIBILITIES

5.1 Changes in Staffing Requirements

5.11 Vacancies

A. Vacancy Defined

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

1. An employee dies:
2. An employee's contract is terminated or non-renewed unless the contract was issued due to a leave of absence creating a vacancy.
3. An employee is reassigned.

4. An employee is transferred.
5. An employee is promoted.
6. An employee's leave of absence extends beyond one (1) semester.
7. A new position is created; or
8. An employee retires.
9. A vacancy shall not be declared until reassignments within a building have been completed.

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

B. Vacancy Posting Notice

Within five (5) days of the occurrence of a vacancy in a bargaining unit or non-bargaining unit position, all employees shall be notified via email of the specific position that is vacant, as well as the qualifications required and the salary (if the position is newly created). Employees shall receive notice of vacancies during the summer months when school is not in session by email. It is the responsibility of employees to provide the Board with a preferred email account for this purpose. The posting will also be included on the District's website.

C. Reassignment Requests

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

5.12 Assignment

A. Assignment Defined

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

B. Notice of Assignment

1. The Superintendent shall give a newly appointed employee written notice of his/her assignment at the time of employment or as soon thereafter as practicable.
2. The Superintendent shall give a current bargaining unit

member written notice of any change in his/her assignment. Except for unforeseen circumstances, such notice shall be given to employees not later than the end of the school year immediately prior to the school year in which the change is to occur.

3. Prior to the first day of the school year, an employee shall receive written notice of any extra duties to be assumed by the employee during the school day. Such duties shall be identified.

C. Restrictions

1. The number of preparations required by the assignment of an employee in the junior and senior high schools shall not exceed three (3), excluding CCP courses, unless mutually agreed to by the employee and building principal. Current scheduling practice shall remain in effect where exceptions occur.
2. When a teacher teaches an additional class in lieu of a duty or planning period, he/she shall be paid in accordance with Section 5.10 Class Size (5.102, Class Load) of this Agreement.

5.13 Transfers

A. Transfer Defined

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

B. Implementation of Transfer

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

5.14 Reduction in Force

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

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

C. Attrition and Suspension

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

D. Procedure for Layoff

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

E. Effect of Seniority and Certification/Licensure

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

between teachers with comparable evaluations.

2. For the transition period of this Agreement (September 1, 2022 to August 31, 2025), all evaluations above "ineffective" on the teacher performance standards of the evaluation shall be deemed comparable. As of September 1, 2025 and thereafter, unless otherwise negotiated by the parties, comparability will be determined in accordance with the effectiveness rating categories as defined by O.R.C. 3319.112 for OTES teachers.
3. When the position(s) to be eliminated or reduced in part to accomplish RIF has been determined, the following order shall be followed to determine the order of suspending contracts of bargaining unit employees:

    a. Limited contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
        i. Comparable evaluations as defined in accordance with provisions of this agreement.
        ii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

    b. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
        i. Comparable evaluations as defined in accordance with provisions of this agreement.

        ii. When evaluations are comparable, seniority in the District shall prevail, with the contract teacher in the affected teaching field the first to be suspended.

    c. For bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES teachers).
        i. Certification and system-wide seniority shall be the exclusive criteria of any layoff.
        ii. Unit members who are subject to being laid off have the right to bump unit members with less seniority in other teaching areas subject to the following stipulations:

a. The unit member who bumps must be properly certificated/licensed in the teaching area which he/she intends to bump into.
b. The unit member who bumps must bump the least senior unit

member in the teaching area which he/she intends to bump into.

iii. Displacement: Any OTES teacher rated above "ineffective" who is subject to contract suspension by virtue of a reduction in force may displace another (less senior) member in an area of the suspended teacher's certification/ licensure as follows:
   a. Displacement must be of the least senior teacher with a lower effectiveness rating, when available; then
   b. Displacement of the least senior teacher in the same effectiveness rating category, if available.

F. Procedure for Recall

1. All unit members whose contracts were suspended as a result of a layoff shall be placed on a recall list stating their seniority in each teaching field for which they are certified to teach. Teachers shall remain on the recall list for two (2) years, unless tenured, in which case length of time on the list is unlimited.
2. As positions become available, unit members whose contracts have been suspended in whole or in part shall be rehired to positions for which they are properly licensed and qualified to teach. Seniority shall not be a factor in recalling any bargaining unit member, unless the decision is between teachers with comparable evaluations. In addition, teachers with continuing contracts will be given preference in recall.

   Unit members on the recall list shall be offered reemployment to full-time positions, as they become available, for which they are certified/licensed in the reverse order of layoff; last laid off, first recalled.
3. A unit member who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.
4. The seniority of a recalled unit member shall be calculated as if service were not interrupted.
5. When an opening(s) occurs, the Board shall send a certified letter to all unit members certified/licensed for the position to their last known address to advise them of such position. It is the unit member's responsibility to keep the Board informed of his/her whereabouts. The unit member shall, within fifteen (15) days from the postmark date of the letter, indicate availability and desire for such position. If after being offered reinstatement, a unit member fails to notify the Board within the specified period of time, or if a unit member rejects the offered full-time position, said unit member shall be considered to have rejected

the position and to have forfeited his/her right to recall to service in the District.

6. No teachers new to the district shall be employed until all properly certified/ licensed unit members on the recall list have been offered a contract for the position in accordance with the provisions of this procedure.
7. Transfers of unit members employed but not affected by the layoff shall be limited to positions not affected by said program. If a position(s) is established, the position(s) will be staffed first from the recall list, assuming there are qualified and properly licensed members on the list. Transfers may be made to a position affected by the layoff after the position(s) has been offered to all properly certified/licensed unit members on the recall list.
8. Unit members remaining laid off will be given preferential consideration as substitute teachers and part-time teachers. However, employment or non-employment as a substitute or part-time shall not affect that unit member's placement or continued placement on the recall list for full-time employment.
9. Laid off unit members shall have the right to maintain insurance coverage by making appropriate COBRA payments not later than the completion of the first month of effective layoff.
10. No unit member who is laid off shall have his/her limited contract non-renewed during the term of the layoff.

G. To the extent that they do not conflict with the requirements of Ohio Revised Code Section 3319.17, the provisions of this Section supersede any contrary provisions of law.

5.2 Seniority List

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

5.3 Employee Contracts

5.31 Requirement for Written Contract

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

5.32 Contract Acceptance

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

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

5.33 Incorporation of Agreement

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

5.4 Employee Evaluation Provision

A. OTES/OSCES

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

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

B. Evaluation Review Committee

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

1. Composition

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

2. Operational Procedures

a. The Committee shall be chaired jointly by a bargaining unit Committee member and an administrator.

b. The Committee will develop the ground rules by which the Committee will operate.

c. The Committee may establish sub-committees to assist with their

work whose members will be jointly appointed by the Committee co-chairs.

d. All decisions of the Committee and any subcommittees established by the Committee will be achieved by consensus.

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

- One (1) task of the Committee shall be to determine those conditions that would likely have an adverse impact on student learning, such as a threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the State Learning Standards, etc.
- In addition, the Committee will assist in the evaluation of teacher-submitted High Quality Student Data ("HQSD") according to Board Policy and ODE requirements.
- The ERC will also work to align the non- OTES staff with the OTES framework.

3. Compensation

Any Committee work required outside of the workday will be paid at the rate of $25.00 per hour as approved by the Committee co-chairs, which shall be pro-rated by 30-minute increments (with a minimum of twenty (20) minutes required). Release time for Committee work may be granted by the Superintendent upon recommendation of the co-chairs. If a meeting starts during the regularly scheduled workday, attendance time does not start tolling until after the regularly scheduled workday ends.

The Committee Co-Chair shall receive a one-time annual stipend of $1,000 to be paid at the end of the school year.

4. Secretarial Support

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

5. Committee Authority

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

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

5.41 Evaluation Philosophy

The prime function and responsibility of an educational system is to develop the potentialities and capabilities of its young people to help

them become responsible and effective citizens. Therefore, the purpose of evaluation in the Poland School System is to be a positive tool used to improve the performance of those being evaluated and thereby raise the quality of educational services which the school system can provide.

5.42 Purpose

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

5.43 Procedures for Teacher Evaluation (OTES)

5.431 Schedule

All teachers under contract to the Poland Schools shall be evaluated according to the language in OTES 2.0.

A post-observation conference shall be held after each formal observation, within five (5) working days unless extenuating circumstances exist (i.e., extended absence(s). Written summary/observation instrument shall be provided to the teacher within ten (10) working days after each formal observation.

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

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

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

5.44 Procedures for Non-OTES Evaluation

This procedure for Non-OTES bargaining unit members supersedes ORC 3319.111 evaluation procedures. Appendix E.

5.441 Schedule

All non-OTES bargaining unit members under contract to the Poland Schools shall be evaluated at least once per school year not later than April 30.

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

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

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

5.442 Evaluator (non-OTES)

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

5.443 Deficiencies (non-OTES)

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

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

5.444 Completion of Evaluation Process (non-OTES)

The performance evaluation of an employee shall be based upon the observations of the employee's performance and shall acknowledge the performance strengths of the employee evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions

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

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

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

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

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

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

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

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

The provisions of this Section and RC 3319.111 does not apply to a substitute who works less than 120 days during a school year. However, a substitute teacher (non-OTES or OTES) may make a written request to the building Principal to be evaluated pursuant to the terms of this Agreement for the purpose of documenting his/her performance (not for purpose of considering such performance evaluations when making an employment decision(s), including but not limited to renewal/non-renewal). If such request is made, the building Principal shall conduct at least one formal observation.

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

5.47.1 When providing the teacher with notice of nonrenewal, the Board or the Superintendent shall deliver such notice by either:

2. Personal service upon the teacher, or
3. Certified mail, return receipt requested - such a notice shall be addressed to the teacher at both his place of employment and a copy to his place of residence.

5.472 When providing the Board with any notice required, the teacher shall deliver such notice by either:

1. Personal delivery to the office of the Superintendent during regular business hours, or
2. Certified mail, return receipt requested.
   a. Such notice shall be addressed to the office of the Superintendent.
   b. A copy of such notice shall be addressed to the President of the Board at his place of residence.
   c. When any notice and copy of the notice are mailed as indicated above, the notice or copy with the earlier date of receipt shall constitute the notice required.

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

A. A. Teachers on limited contract and not eligible for continuing contract are deemed re-employed unless evaluation procedures complied with, and the Board acting on Superintendent's written recommendation that the teacher not be re-employed, gives nonrenewal notice by June 1.

1. If Board fails to evaluate or to give notice by June 1, teachers are presumed to have accepted employment unless he notifies Board to the contrary by June 1.
2. If Superintendent recommends re-employment and Board wishes to non-renew, it may do so by a majority vote of those present.

B. Teachers employed on limited contract eligible for continuing contract status:
   1. If Superintendent recommends re-employment, continuing contract will result unless majority of Board present rejects or fails to act.
   2. If Board fails to evaluate or fails to give notice by June 1, the teacher will receive a continuing contract.

C. Teachers on limited contract status, eligible for but not granted tenure are eligible for an extended one year contract only upon recommendation by the Superintendent and approval by the Board. Said contract shall be accompanied by specific areas where professional improvement is needed.

D. Failure of the Superintendent to make a recommendation regarding the teacher's contract, or failure of the Board to provide the teacher with written notice of nonrenewal will not prevent teacher from being deemed re-employed. ORC 3319.11(F).

5.49 Hearing (for OTES and non-OTES teachers)

A. A non-renewed teacher may demand a hearing before the Board.
   1. Such demand shall be written and filed with the Treasurer within 5 days of the date on which he received the Board's letter of nonrenewal.

B. The Treasurer shall, within 10 days of receipt of the teacher's demand, provide to the teacher a written notice setting forth the time, date, and place of the hearing.

C. The hearing shall be scheduled and concluded within 40 days of the date on which the demand for the hearing was received by the Treasurer.

D. The hearing must be conducted by a majority of the Board.

E. The hearing shall be held in executive session unless the Board and the teacher agree to hold the hearing in public.

F. Only the following persons may be present at the hearing:
   1. Superintendent
   2. Assistant Superintendent or Administrative Assistant
   3. Teacher
   4. Board counsel or designee
   5. Teacher counsel or designee
   6. Any person designated by either party to take a record of the hearing
   7. Association representative
   8. Building Principal and/or Assistant Principal
   9. Witnesses as called.

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

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

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

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

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

No employee shall be adversely evaluated, disciplined, non- renewed, or reduced

in rank or compensation without just cause with the exception of section 5.71

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

5.71 Teachers who have not yet completed three (3) full years under a limited contract with the District and are without further recourse under law or this Agreement upon effective service of the written notice of non-renewal on or before June 1. Service of such notice shall be deemed effective upon mailing of the written notice on or before that date. This provision shall supersede and replace ORC 3319.11.

5.72 Termination of Limited or Continuing Contract

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

5.73 Hearing Prior to Board Action

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

5.8 School Day

5.81 School Day Defined

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

5.82 Lunch Period

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

5.83 Planning Time

A school week shall include minimum planning time as follows:

A. For employees assigned to Grades 7-12: Five (5) instructional periods for planning
B. For employees assigned to Grades K-6: Two hundred forty (240) minutes per week for planning, with forty minutes of consecutive planning time per day.
C. For employees assigned to Special Education students: One (1)

professional day, in their assigned building, shall be granted each school year to all special education teachers with at least five (5) students on their caseload for the purpose of writing IEPs and/or conducting an IEP meeting(s). Two (2) professional days, in their assigned buildings, shall be granted each school year to all special education teachers who have the responsibility to write at least ten (10) IEPs on their caseload and/or to conduct IEP meetings.

5.84 Internal Substitution

If a bargaining unit member is asked to substitute for an absent teacher during the member's planning time, he/she will be paid $30.00.

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

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

5.841 Covering class during specials

Should circumstances necessitate a class of students being assigned to a special's period or non-instructional period (e.g., gym) the bargaining unit member who assumes those students shall be paid $125.00 per day.

5.85 Long-term substitutes

A. Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) consecutive days. All long-term substitutes shall work their 1st through 60th day at the substitute rate.
B. The employment of a long-term substitute shall be for up to one year and shall automatically expire at the end of that term without action by the Board or further notice to the teacher. The employment of a long-term substitute is subject to termination at any time.
C. The provisions of this Contract regarding Fair Dismissal and Reduction in Force and sections 3319.11 or 3319.17 of the Revised Code shall not apply to long-term substitutes.
D. Beginning with the 61st day of employment, a long-term substitute shall be placed on BA, Step 0 of the salary schedule.
E. Should a long-term substitute's assignment be interrupted after obtaining BA-0 status and the long-term substitute is assigned to another substitute position in the District, the long-term substitute's compensation shall not be reduced to the daily substitute rate.

5.9 School Year

5.91 School Year Defined

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

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

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

C. Calamity Day

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

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

E. Parent orientation shall not take place the first day of the fall in-service days unless agreed upon by a majority vote of the PEA.

5.10 Class Size

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

5.101 Minimum Standards

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

5.102 Class Size

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; however, nothing herein prevents the District from exceeding the desired standard.

1. Elementary (K-3) – not to exceed 25.
2. Middle School (4-6) - not to exceed 25

3. Junior/Senior high school (7-12) – not to exceed 25 per class in any academic subject area.
4. Counselors – 1-350 ratio.
5. Special Education Resource Rooms – not to exceed more than sixty (60) months in one class pursuant to the Ohio Revised Code.

5.103 Class Load

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

If a teacher agrees to teach a class period in addition to the above-referenced assigned instructional periods, in lieu of a duty period or a planning period for a school year, said teacher shall be paid 1/7 of his/her current salary/per diem rate (based on the current salary schedule placement, excluding supplemental salary and/or extended days or other compensation in additional to the teacher's regular salary) Such additional compensation shall be calculated on a per diem/daily rate basis and shall be included in regularly scheduled payroll for the number of days the teacher is scheduled to receive such compensation (e.g., the number of days the teacher teaches an additional class period in lieu of his/her duty or planning period).

5.104 Balance

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

5.105 Class Size, Special Education Classes

Special education class size shall meet state mandates.

Consistent with requirements under federal and state law, the administration shall make a reasonable effort to equitably assign students with disabilities to classrooms at each grade level and/or subject area.

5.11 Immunizations

5.111 Tuberculosis Tests

Employees shall have a tuberculosis examination on file within ninety (90) days of initial employment, should public health officials require it, and such examination will be paid for by the Board if not covered by District-provided insurance. New employees shall be required to abide by public health requirements regarding tuberculosis.

5.112 Other Immunizations

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

5.12 Assistance with Clerical Duties

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

5.13 Personnel File

5.131 Personnel File Inspection and Rebuttal Material

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

5.132 Restrictions

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

5.133 Expunging Material from File

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

5.134 Complaints

a. If someone other than Board personnel has a complaint about an employee, he/she will be encouraged to discuss it first with the employee and the employee's immediate supervisor prior to reporting the complaint in writing and the teacher shall be informed of the complaint and the identity of the complainant, unless the complainant is a student.

b. Any discipline of an employee or placement of documents in the employee's personnel file on the basis of a complaint by someone other than Board personnel may occur only after the matter is reported in writing to the employee and the employee has had the opportunity to confer about the matter with his/her immediate supervisor. If the employee disputes the factual accuracy of the complaint, the complaint may not be placed in the employee's personnel file nor may other action result from the complaint until the employee has had the opportunity to confront the complainant in the presence of the immediate supervisor of the employee. The employee shall be entitled to have PEA representation at the conference with the immediate supervisor and the complainant. If, after such conference, it is determined that discipline will be imposed and/or that the complaint will be placed in the personnel file of the employee, then the employee has the right to present a written rebuttal statement to be attached to said complaint. This procedure regarding complaints does not replace, nor deny to the employee or the Board, applicability of other provisions of this Agreement.

c. Bargaining unit members who have a concern, request or need for clarification regarding working conditions must first discuss it with their immediate supervisor. Matters that involve day-to-day operations must be addressed at the building level in accordance with the Board-approved organization chart included in Appendix I.

5.14 LPDC/Local Professional Development Committee

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

The LPDC Committee shall be comprised of the following:

1 principal or assistant principal selected by the Principals

1 person selected by the Superintendent

1 elementary school teacher selected by PEA

1 middle school teacher selected by PEA

1 high school teacher selected by PEA

1 additional high school LPDC position to be mutually agreed upon by the Superintendent and PEA

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

of bachelor's salary step 0 per contract year. There will be two e-signers (one bargaining unit member and one Administrator) and one secretary chosen by the LPDC Committee.

5.15 Mentor Teacher

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

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

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

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

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

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

5.154 General Provisions

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

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

5.16 Smoke Free Environment

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

5.17 Occupational Safety and Health Administration (OSHA)

Such safety training is required for the safety of the individual certified employee as well as for the safety of those students under his/her charge. All certified personnel new to the Poland Schools will be required to undergo OSHA safety training prior to assuming duties with students by attendance on school time at in-service as scheduled. Each year thereafter, all certified personnel will have the option to attend the scheduled OSHA in-service training on school time or fulfill this requirement via online. Passage of the OSHA safety test/s is required. All required OSHA safety training each year shall be completed on or before

March 1. Failure to do so shall result in disciplinary action including the withholding of paychecks until the safety training and passage of test/s has been successfully completed.

5.18 Duplicating Equipment

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

ARTICLE VI. SALARY AND FRINGE BENEFITS

6.1 Salary Schedule Guidelines

6.11 Employee Compensation

Employees will be remunerated in accordance with the adopted salary schedule in Section 6.2 of this Agreement, reflecting an increase to the base of 3% for the 2025-2026 school year, 3% for the 2026-2027 school year, and 3% for the 2027-2028 school year.

6.12 Service Credit

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

6.13 Horizontal Advancement

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

6.14 Pay Schedule

A. Pay days, through electronic deposit, will be every other Friday, effective date to be determined. The twenty-six (26) pay dates will be determined by the Treasurer for each contract year. Any adjustments to the pay schedule needed to realign pay dates to working days will be done at the beginning of the school year.
B. Every employee shall be paid in twenty-six (26) equal and consecutive pays.

6.2 Employee Salary Schedule

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

6.21 National Board Certified

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

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

6.22 College Credit Plus

Teachers will receive 4% of the BA per section taught for College Credit Plus courses. Labs that are a separate section from the course do not qualify for an additional 4% of the BA (e.g., the teacher shall only be compensated one time for a single course that includes a lab).

6.3 Payment for Graduate Credits and Criteria for Payment

The parties mutually agree that all course work shall be pre-approved by the Superintendent prior to enrollment in the course (or to be taken through Edu-Badge) to qualify for reimbursement. The Board shall renumerate an employee as a one-time payment, ninety-five dollars ($95.00) for each semester hour or sixty-four dollars ($64.00) for each quarter hour of graduate college credit taken per the criteria in 6.3C below. Courses shall be in the field of an accredited graduate program in elementary/secondary education including those in school guidance, reading, and school administration. In addition to the requirements as stated above, reimbursement may be approved for course work required by a college/university in order to teach college level classes at the district.

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

(example: BA +10) and after MA (example: MA +10).

1. Must be graduate level and approved or denied by the Superintendent based on the value to the District.
2. Must be from an accredited institution.
3. Must be sufficiently vigorous academically: correspondence or trips are not acceptable.
4. Must be successfully completed with a grade of C or better or Pass if on Pass/Fail scale or satisfactory if on Satisfactory/Unsatisfactory scale.
5. Must have official transcript of said course(s) on file with Superintendent's secretary not later than September 30th following completion of academic credit.
6. Must have paid tuition if reimbursement sought, i.e., stipends or scholarship or tuition-waivered courses are not eligible for tuition reimbursement purposes. Reimbursement may not exceed actual cost to the employee. Employee must submit, along with his/her official transcript no later than September 30th to the Superintendent's secretary, proof of payment of tuition in order to receive reimbursement in accordance with Section 6.3 of the contract.
7. Must not be on a sabbatical at the time applying for reimbursement and/or horizontal movement. Horizontal movement only will be granted, if guidelines are met, upon return from sabbatical.
8. No monies shall be paid in excess of ninety (90) semester hours beyond the Master's degree for reimbursement purposes.
9. Horizontal movement shall be based on the graduate level courses in accordance to criteria set forth in 6.3C 1 i.e., after BA (example BA +10 and after MA +10).

6.4 Extended Time

6.41 Pay Rate

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

For administratively pre-approved professional development opportunities outside of the school day or school year, bargaining unit members will be paid $30.00 per hour (this is not in lieu of the NEOEA requirements set forth in 5.91B).

6.42 Extended Work Year

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

A. Family and Consumer Science (High School) – up to ten (10) workdays; except that the teacher currently employed in the position

effective 2022-2023 contract year will continue to receive fifteen (15) extended workdays for the duration of the teacher's employment in said position.

B. Family and Consumer Science (Middle School) – up to five (5) workdays;
C. School Counselors – up to ten (10) workdays;
D. Computer Production Teacher – up to fifteen (15) workdays.

All days must be documented with the building administrators.

6.43 Length of Work Year Guarantee

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

6.5 Supplemental Positions

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

Athletic Program Supplemental Index

Fall Sports

Football

Position	**% of BA Step 0**
Head Football Coach	27
Varsity Assistant Head Coach	16.5
Assistant Varsity Football (4)	15
Head 9th Grade Football	11
Head 8th Grade Football	11
Assistant 9th Grade Football	9
Assistant 8th Grade Football	9
Physical Fitness Football	8

Cheerleaders

HS Head Cheerleader Coach	16
JV/V Assistant Cheerleader Coach	7
Head 9th Grade Cheerleader	6
Junior High Cheerleading Advisor	7

Soccer

Head Varsity Boys Soccer	13
Head Varsity Girls Soccer	13

JV Boys Soccer	9
JV Girls Soccer	9

Volleyball

Head Varsity Girls Volleyball	17
JV Girls Volleyball	12
Head 8th Grade Volleyball	9
Head 7th Grade Volleyball	9

Golf

Head HS Boys Golf	11
Head HS Girls Golf	11

Cross Country

Head Cross Country Boys	11
Head Cross Country Girls	11
Head MS Cross Country	6

Tennis

Head Girls Tennis Coach (Fall)	11
Head Boys Tennis Coach (Spring)	11

Winter Sports

Basketball

Head Varsity Boys Basketball	27
Head Varsity Girls Basketball	27
JV Boys Basketball	16.5
JV Girls Basketball	16.5
9th Grade Boys Basketball Head Coach	12
9th Grade Girls Basketball Head Coach	12
8th Grade Boys Basketball Head Coach	11
8th Grade Girls Basketball Head Coach	11
7th Grade Boys Basketball Head Coach	11
7th Grade Girls Basketball Head Coach	11
Physical Fitness Boys Basketball	8
Physical Fitness Girls Basketball	8

Wrestling

Head Varsity Wrestling	17
Varsity Assistant Wrestling	12
Head Middle School Wrestling	10

Swimming

Head Varsity Swim Coach	11

Assistant Swim Coach	9

Spring Sports

Track

Head Varsity Boys Track	17
Head Varsity Girls Track	17
Assistant Boys Track	12
Assistant Girls Track	12
Head PMS Track Coach	11
Assistant PMS Boys Track	9
Assistant PMS Girls Track	9

Baseball/Softball

Head Varsity Baseball	17
Head Varsity Softball	17
Assistant Varsity Baseball	12
Assistant Varsity Softball	12
Junior Varsity Baseball	12
Junior Varsity Softball	12
Assistant Junior Varsity Baseball	9
Assistant Junior Varsity Softball	9

Lacrosse

Head Varsity Boys Lacrosse Coach	11
Head Varsity Girls Lacrosse Coach	11
Assistant HS Boys Lacrosse Coach	9
Assistant HS Girls Lacrosse Coach	9

Non-Athletic Supplemental Program Index

Performing Arts

Band Director	22
Senior and Junior HS Vocal Music	20
HS Marching Band Assistant	17
High School Dramatics Director	15.5
Pep Band	9
Middle School Band Director	6
Elementary Vocal Music	6
Elementary Instrumental Music	6
Theatre Stage Construction	2
Majorette Advisor	2
Flag Line Advisor	2
High School Dramatics Musical Coordinator (Per Musical)	2
High School Dramatics Musical	2

Coordinator (Per Musical)	

Department Chairs

9-12 English Language Arts Department Chair	9
9-12 Math Department Chair	9
9-12 Science Department Chair	9
9-12 Social Studies Department Chair	9
9-12 Special Education Department Chair	9
High School Fine Arts Department Chair	5
High School Applied Arts Department Chair	5
High School Foreign Language Department Chair	4
Math Department Chair - Grades 4-8	6
ELA Department Chair - Grades 4-8	6
Social Studies Department Chair - Grades 4-8	6
Science Department Chair - Grades 4-8	6
Special Ed Services Department Lead - Grades 4-8	6

Academic

If a change in building configurations may necessitate a change in the alignment of department chairs/leads at the elementary and/or 4th-6th grade levels, the Superintendent and the Association President will meet and reach agreement on realignment.

Academic

Academic Challenge	4
AFS	5
Art Club	4
English Festival JHS	2
English Festival PSHS	2
FCCLA	4
Freshman Class Advisor	4
Gradebook K-6	6
Gradebook7-12	6
High School Newspaper	8
Italian Club	4
Junior Class Advisor	6
Kindness Club	4
Leadership Junior High	5
Leadership PSHS	5
Literary Magazine	4
Math 24	4

Mentor Teacher 1st / 2nd Year	3
NHS	11
Outdoors-Club	4
Panda	5
Pawsitive Leaders Club	4
Pioneer	13.5
RESE	5
Robotics PSHS	5
Science Club	5
Senior Class Advisor	9
Sophomore Class Advisor	4
Spanish Club	4
Speech & Debate	17
Speech & Debate Assistant	11
Stem McKinley/PMS	5
Student Council High School	5
Student Council Middle School	4
Yearbook Junior High	5

Field Trip Coordinator

Washington D.C. Trip Coordinator (1)	$1,000
Camp Fitch Trip Coordinator (1)	$1,000

Bargaining unit members who receive payment for a supplemental contract as listed above shall receive said payment over twenty-six (26) pays. If a teacher resigns the supplemental contract or otherwise fails or is unable to complete the work of the supplemental contract, he/she shall owe to the Board a refund of payment received for work not completed in a proportionate amount, including but not limited to compensation received via "stretch" pay that the employee did not earn.

At this time, Swimming/Diving, Indoor Track and Lacrosse are "Club" sports. "Club" sports do not fall under the provisions of the contract except to establish the amounts to be paid for the associated supplemental contracts and the ability for staff to apply for these positions. Due to "Club" status, numbers are evaluated each year to determine continuation of the club.

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

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

1. A written evaluation from the appropriate administrator; and

2. The recommendation of the athletic director (for athletic supplemental contracts) or building principal (for non-athletic supplemental contracts) and the Superintendent.

6.6 Severance Pay

6.61 Entitlement to Severance Pay

Employees retiring under Section 3307.28/3307.43 of the Ohio Revised Code shall be granted a lump sum payment for a portion of the value of their accrued but unused sick leave. Such payment shall be made only once to any employee, and payment shall be considered to eliminate all sick leave credit accrued by the employee. Payment is to be made

according to the benefit formula contained in this section and shall be made within forty (40) days of the date of retirement.

6.62 Eligibility Criteria

The specific eligibility criteria are:

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

6.63 Severance Pay Benefit

The severance benefit will be calculated on the following formula.

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

The employee's per diem rate is defined as the daily rate of their teaching contract.

6.64 Retirement Incentive Payment

Employees eligible to service retire under Article 6.62 are eligible for an additional retirement incentive payment of $10,000 to be paid with their severance pay as outlined in Article 6.61. The employee must provide an irrevocable letter of resignation, for purposes of retirement, by the date listed below:

Anyone eligible to service retire at the end of the 2025-2026 school year by March 1, 2026.

Anyone eligible to service retire at the end of the 2026-2027 school year by March 1, 2027.

Anyone eligible to service retire at the end of the 2027-2028 school year by March 1, 2028.

This provision sunsets at the end of the contract, i.e., at the end of the 2027-2028 contract year.

6.7 Employment of Retired Poland Education Association Members

Members of the Association, upon retirement shall have the following rehire option:

A. Retired teachers re-employed by the Board are considered bargaining unit members and subject to the terms of this Agreement, except as otherwise set forth in this section.

B. The Board of Education has the discretion to determine whether to reemploy a retiree – e.g., employment is not automatic. Re-employed members shall be granted a one (1) year limited contract, Prior to submission of an intent to retire to the Board teachers shall receive a conference with the Superintendent relative to eligibility for retire/rehire.

C. Retired-rehired employees shall be offered medical benefits on the District's plan (medical, dental, and vision) with the employee's premium sharing based on the rates paid by Association members.

D. Retired-rehired employees shall be paid placed at the BA-0 first year salary step level of the teacher salary schedule. The Superintendent has the discretion to place a retired-rehired employee at the appropriate training column beyond the Bachelor's, not to exceed MA Step 0 (Masters Step 0). Regardless of initial placement on the salary schedule, retired-rehired employees shall not advance steps.

E. Seniority for Association members returning to employment with the Board after retirement will be zero (0) upon such re-employment and any subsequent re-employment for all provisions of the Agreement. In the event the District needs to implement a Reduction in Force (RIF), those teachers re-employed under this provision, shall, by areas of certification/licensure, be subject to a RIF before other members of the Employee Unit. Teachers re-employed under this provision shall accrue seniority exclusively within the retire-rehire program. In the event two (2) re-employed teachers, in the same area of certification/licensure, share the same seniority date within the program, they shall participate in a coin toss as described in Section 1.4 H 4 of the Agreement, or, if more than two (2) re-employed teachers are tied, they shall participate in a drawing of lots, in the presence of the Superintendent and the Association President. A retired-rehired teacher subject to RIF has no right of recall.

F. Teachers employed by the Board after retirement shall not be eligible for a continuing contract and are restricted to limited contracts of employment.

G. Retired-rehired teachers will accumulate sick leave at a rate of 1 ¼ days per month worked. Sick leave will accumulate from year to year for retired re-employed teachers and will be eligible for up to a five (5) day advance of sick leave in accordance with Section 4.23 of this agreement. Retired-rehired teachers are not eligible for severance during reemployment.

H. Re-employed teachers will be awarded one (1) year limited contracts of employment (per section B of this provision) that will automatically expire at the end of the applicable school year without notice of non-renewal. The transition from one (1) year limited contract to the next one (1) year limited contract does not create a vacancy. No performance evaluations shall be required and this section supersedes any applicable Revised Code section regarding nonrenewal.

I. The parties expressly agree and fully intend this provision supersede and take precedent over the provisions of Ohio Revised Code Section 3317.13 and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.

J. During the periods of re-employment, the retiree and the board make contributions to the STRS additional annuity benefit in accordance with Section 6.9 of this agreement.

K. The provisions of this agreement are applicable only to members of the Poland Education Association. The acceptance of this option does not create a vacancy.

L. Reemployed teachers who accept this option during the life of this agreement will be entitled to all of its terms regardless of whether this article is continued into a subsequent collective bargaining agreement.

M. A member who is reemployed after retirement will not be eligible for the retirement incentive per 6.64 of the CBA.

6.8 Travel Between Buildings

Employees whose daily teaching assignment requires them to travel between buildings will be compensated according to the current IRS mileage rate for such travel. In order to receive compensation at the end of the school year, employees must submit monthly travel logs to the Treasurer's office no later than the 5th day of the following month.

6.9 Employee Insurances

6.91 General Coverage

A. Board Provided Insurance

The Board shall provide all contractual employees with the following insurance coverages in Section 6.82 to qualifying members of the bargaining unit: comprehensive hospitalization, physician benefits, major medical, dental, vision, prescription and term life with accidental death and dismemberment.

Beginning July 1, 2025, all employees will pay 12% of the premium for comprehensive hospitalization-physician benefits – major medical dental, vision, and prescription. Beginning July 1, 2026, all employees will pay 12% of the premium for comprehensive hospitalization-physician benefits – major medical dental, vision, and prescription. Beginning July 1, 2027, all employees will pay 13% of the premium for comprehensive hospitalization-physician benefits – major medical, dental, vision and prescription.

IRS Qualified Flexible Spending Arrangement (FSA)

The benefits provided under the IRS Section 125 cafeteria plan Flexible Spending Arrangement (FSA) shall be made available to any bargaining unit member so requesting (there shall be a premium only pass through part to the Section 125 plan that will apply to all bargaining unit members.) Administration of the FSA plan shall be in accordance with the provider.

Mahoning County School Employees Insurance Consortium

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Mahoning County School Employees Insurance Consortium ("MCSEIC"). The Board shall provide health, dental, prescription, vision, insurance through the MCSEIC and such coverage shall be the standardized MCSEIC specifications. Changes to and/or renewals of the MCSEIC Plan shall be implemented upon the Plan's effective date and a written copy of the Plan shall be provided to the Association President within thirty (30) days of said change or renewal

B. Change(s) in Carriers

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

forth in detail the specifications of coverage and services to be provided by the new carrier.

C. Continuation of Benefits

1. The Board shall permit all employees who have been granted unpaid leaves of absence or who are on layoff status to remain in the employee insurance group for all coverages provided by the Board at the employee's expense for the duration of unpaid leave or entitlement to reinstatement by making appropriate COBRA payments not later than the completion of the first month of unpaid leave or layoff.
2. Insurance coverage for employees who have been granted paid leaves of absence shall continue to be provided by the Board with the employee continuing to make their required premium contribution.

D. Insurance Contracts

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

E. Description of Fringe Benefits

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

F. Part-time

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

G. Plan Booklet

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

H. Dependent Children

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

I. Spousal Coverage

Spouses must utilize their employer/retirement benefit plans if

coverage is available to them. A spouse must elect coverage through his/her employment/retirement as follows: If the spouse of a bargaining unit member is eligible through an employer or retirement system that provides employee benefits (Medical/RX) for single coverage said spouse must apply for and accept such coverage. The bargaining unit member must provide proof from the spouse's employer that they are enrolled. The spouse, if covered under the spouse's plan, will be removed from the employee's insurance and the employee will be charged for the appropriate level of coverage (i.e., single or employee/children).

- If a spouse's plan has a monthly contribution in excess of 50% of the MCSEIC cost for single coverage, upon verification from the spouse's employer or retirement system, the bargaining unit member may enroll in family coverage or employee/spouse coverage as appropriate.

- If coverage is not available, the bargaining unit member must provide a statement from the spouse's employer stating that coverage is not available.

It is the responsibility of the employee to notify the Treasurer's office of any change in eligibility of a spouse or dependent children within 30 days of any change. Failure to provide timely notification may jeopardize coverage. If an employee submits false information or fails to timely advise the Plan of a change in the employee spouse's eligibility for employer (or retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by an employee results in the Plan providing benefits to which the employee's spouse is not entitled, the employee may be personally liable to the Plan for reimbursement of benefits and expenses incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the salary or benefits to which the employee would otherwise be entitled. If an employee submits false information, he/she may be subject to disciplinary action by the Board, up to and including termination of employment.

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

K. Term Life and Accidental Death and Dismemberment Insurance

The Board shall purchase from a carrier licensed by the State of Ohio, at no cost to the employee, term life insurance in the amount of

$50,000.00, and an equal amount of accidental death and dismemberment coverage.

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

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

The Board shall continue the pickup of 0.7% of the additional STRS contribution for the duration of this agreement.

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

1 Shall be credited to the State Teachers Retirement System as employee contributions under authority of Ohio Attorney General Opinion 82-097;

2 Shall be included in computing an employee's final average salary for State Teachers Retirement System purposes and in reporting employee-authorized credit information to financial institutions;

3 Shall not be reported by the Board as subject to current federal and state income taxes;

4 Shall be reported by the Board as subject to city income taxes.

B. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pickup" in combination with other tax deferred compensation plans. The "pickup" is mandatory and not at the individual employee's option.

C. For purposes of this provision, an employee's total annual salary and/or salary per pay period shall be the salary specified in Sections 6.1 and 6.2, 6.4, 6.5, 6.7 of this Agreement. The total annual salary and/or salary per pay period shall be payable by the Board in two components: (1) deferred salary and (2) cash salary.

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

2. Cash Salary
An employee's cash salary shall be equal to the employee's total annual salary and/or salary per pay period less the amount of the deferred salary for said employee and shall be payable to said

employee subject to applicable payroll deductions. The Board's total expenditures for employees' salaries as specified in Sections 6.1, 6.2, 6.4, 6.5, 6.7, of this Agreement and its employer contributions to the State Teachers Retirement System shall not be greater than the amounts the Board would have paid had this provision not been in effect.

D. The Board shall compute and remit its employer contributions to the State Teachers Retirement System based upon the employee's total annual salary and/or salary per pay period.

E. An addendum to each employee's contract or salary notice (for hourly employees) currently in effect shall be prepared and distributed which states:

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

F. All subsequent contracts and salary notices for employees shall comply with the provisions of this section.

G. In the event the State Teachers Retirement System refuses at any time to accept the "pickup" defined herein in Section 6.9, Section 6.9 is voided and will be renegotiated by both Parties.

6.11 Expense Reimbursement

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

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

6.13 Special Education Inclusion
Shall be in compliance with all federal and state statutes.

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

The Spousal Carveout MOU shall be extended for the life of the collective bargaining agreement.

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POLAND SCHOOLS SALARY SCHEDULE

2025-2026

STEP	ND	B	B-10	B-20	B-30	M	M-10	M-20	M-30	PHD
0	32113	40141	41345	42549	43754	44958	46162	47366	48571	49775
	0.80	1.00	1.03	1.06	1.09	1.12	1.15	1.18	1.21	1.24
1	34120	42148	43352	44557	45761	46965	48169	49373	50578	51782
	0.85	1.05	1.08	1.11	1.14	1.17	1.20	1.23	1.26	1.29
2	36127	44155	45359	46564	47768	48972	50176	51380	52585	53789
	0.90	1.1	1.13	1.16	1.19	1.22	1.25	1.28	1.31	1.34
3	38134	46162	47366	48571	50176	51380	52585	53789	54993	56197
	0.95	1.15	1.18	1.21	1.25	1.28	1.31	1.34	1.37	1.4
4	40141	48169	49373	50578	52183	53789	54993	56197	57402	58606
	1.00	1.2	1.23	1.26	1.30	1.34	1.37	1.40	1.43	1.46
5	42148	50176	51380	52585	54592	56197	57402	58606	59810	61014
	1.05	1.25	1.28	1.31	1.360	1.40	1.43	1.46	1.49	1.52
6	44155	52183	53388	54592	56599	58606	59810	61014	62219	63423
	1.10	1.3	1.33	1.36	1.41	1.46	1.49	1.52	1.55	1.58
7	46162	54190	55395	56599	59007	61014	62219	63423	64627	65831
	1.15	1.35	1.38	1.41	1.470	1.52	1.55	1.58	1.61	1.64
8	48169	56197	57402	58606	61014	63423	64627	65831	67035	68240
	1.20	1.4	1.43	1.46	1.52	1.58	1.61	1.64	1.67	1.70
9		58204	59409	60613	63423	65831	67035	68240	69444	70648
		1.45	1.48	1.51	1.580	1.64	1.67	1.70	1.73	1.76
10		60212	61416	62620	65430	68240	69444	70648	71852	73057
		1.5	1.53	1.56	1.63	1.70	1.73	1.76	1.79	1.82
11		62219	63423	64627	67838	70648	71852	73057	74261	75465
		1.55	1.58	1.61	1.690	1.76	1.79	1.82	1.85	1.88
12		64226	65430	66634	69845	73057	74261	75465	76669	77874
		1.6	1.63	1.66	1.74	1.82	1.85	1.88	1.91	1.94
13		67035	68240	69444	73057	76268	77472	78676	79881	81085
		1.67	1.70	1.73	1.820	1.90	1.93	1.96	1.99	2.02
17		68641	69845	71050	74662	77874	79078	80282	81486	82690
		1.71	1.74	1.77	1.860	1.94	1.97	2.00	2.03	2.06
20		70247	71451	72655	76268	79479	81486	83493	85500	87909
		1.75	1.78	1.81	1.900	1.98	2.03	2.08	2.13	2.19
27					79881	81085	83092	85099	87106	89514
					1.99	2.02	2.07	2.12	2.17	2.23
30					81486	82690	84698	86705	88712	91120
					2.03	2.06	2.11	2.16	2.21	2.27

POLAND SCHOOLS SALARY SCHEDULE
2026-2027

STEP	ND	B	B-10	B-20	B-30	M	M-10	M-20	M-30	PHD
0	33076	41345	42585	43826	45066	46306	47547	48787	50027	51268
	0.80	1.00	1.03	1.06	1.09	1.12	1.15	1.18	1.21	1.24
1	35143	43412	44653	45893	47133	48374	49614	50854	52095	53335
	0.85	1.05	1.08	1.11	1.14	1.17	1.20	1.23	1.26	1.29
2	37211	45480	46720	47960	49201	50441	51681	52922	54162	55402
	0.90	1.1	1.13	1.16	1.19	1.22	1.25	1.28	1.31	1.34
3	39278	47547	48787	50027	51681	52922	54162	55402	56643	57883
	0.95	1.15	1.18	1.21	1.250	1.28	1.31	1.34	1.37	1.40
4	41345	49614	50854	52095	53749	55402	56643	57883	59123	60364
	1.00	1.2	1.23	1.26	1.30	1.34	1.37	1.40	1.43	1.46
5	43412	51681	52922	54162	56229	57883	59123	60364	61604	62844
	1.05	1.25	1.28	1.31	1.360	1.40	1.43	1.46	1.49	1.52
6	45480	53749	54989	56229	58296	60364	61604	62844	64085	65325
	1.10	1.3	1.33	1.36	1.41	1.46	1.49	1.52	1.55	1.58
7	47547	55816	57056	58296	60777	62844	64085	65325	66565	67806
	1.15	1.35	1.38	1.41	1.470	1.52	1.55	1.58	1.61	1.64
8	49614	57883	59123	60364	62844	65325	66565	67806	69046	70287
	1.20	1.4	1.43	1.46	1.52	1.58	1.61	1.64	1.67	1.70
9		59950	61191	62431	65325	67806	69046	70287	71527	72767
		1.45	1.48	1.51	1.580	1.64	1.67	1.70	1.73	1.76
10		62018	63258	64498	67392	70287	71527	72767	74008	75248
		1.5	1.53	1.56	1.63	1.70	1.73	1.76	1.79	1.82
11		64085	65325	66565	69873	72767	74008	75248	76488	77729
		1.55	1.58	1.61	1.69	1.76	1.79	1.82	1.85	1.88
12		66152	67392	68633	71940	75248	76488	77729	78969	80209
		1.6	1.63	1.66	1.74	1.82	1.85	1.88	1.91	1.94
13		69046	70287	71527	75248	78556	79796	81036	82277	83517
		1.67	1.70	1.73	1.82	1.90	1.93	1.96	1.99	2.02
17		70700	71940	73181	76902	80209	81450	82690	83930	85171
		1.71	1.74	1.77	1.86	1.94	1.97	2.00	2.03	2.06
20		72354	73594	74834	78556	81863	83930	85998	88065	90546
		1.75	1.78	1.81	1.900	1.98	2.03	2.08	2.13	2.19
27					82277	83517	85584	87651	89719	92199
					1.99	2.02	2.07	2.12	2.17	2.23
30					83930	85171	87238	89305	91372	93853
					2.03	2.06	2.11	2.16	2.21	2.27

POLAND SCHOOLS SALARY SCHEDULE

2027-2028

STEP	ND	B	B-10	B-20	B-30	M	M-10	M-20	M-30	PHD
0	34068	42585	43863	45140	46418	47695	48973	50250	51528	52805
	0.80	1.00	1.03	1.06	1.09	1.12	1.15	1.18	1.21	1.24
1	36197	44714	45992	47269	48547	49824	51102	52380	53657	54935
	0.85	1.05	1.08	1.11	1.14	1.17	1.20	1.23	1.26	1.29
2	38327	46844	48121	49399	50676	51954	53231	54509	55786	57064
	0.90	1.10	1.13	1.16	1.19	1.22	1.25	1.28	1.31	1.34
3	40456	48973	50250	51528	53231	54509	55786	57064	58341	59619
	0.95	1.15	1.18	1.21	1.25	1.28	1.31	1.34	1.37	1.40
4	42585	51102	52380	53657	55361	57064	58341	59619	60897	62174
	1.00	1.20	1.23	1.26	1.30	1.34	1.37	1.40	1.43	1.46
5	44714	53231	54509	55786	57916	59619	60897	62174	63452	64729
	1.05	1.25	1.28	1.31	1.36	1.40	1.43	1.46	1.49	1.52
6	46844	55361	56638	57916	60045	62174	63452	64729	66007	67284
	1.10	1.30	1.33	1.36	1.41	1.46	1.49	1.52	1.55	1.58
7	48973	57490	58767	60045	62600	64729	66007	67284	68562	69839
	1.15	1.35	1.38	1.41	1.47	1.52	1.55	1.58	1.61	1.64
8	51102	59619	60897	62174	64729	67284	68562	69839	71117	72395
	1.20	1.40	1.43	1.46	1.52	1.58	1.61	1.64	1.67	1.70
9		61748	63026	64303	67284	69839	71117	72395	73672	74950
		1.45	1.48	1.51	1.58	1.64	1.67	1.70	1.73	1.76
10		63878	65155	66433	69414	72395	73672	74950	76227	77505
		1.50	1.53	1.56	1.63	1.70	1.73	1.76	1.79	1.82
11		66007	67284	68562	71969	74950	76227	77505	78782	80060
		1.55	1.58	1.61	1.69	1.76	1.79	1.82	1.85	1.88
12		68136	69414	70691	74098	77505	78782	80060	81337	82615
		1.60	1.63	1.66	1.74	1.82	1.85	1.88	1.91	1.94
13		71117	72395	73672	77505	80912	82189	83467	84744	86022
		1.67	1.70	1.73	1.82	1.90	1.93	1.96	1.99	2.02
17		72820	74098	75375	79208	82615	83892	85170	86448	87725
		1.71	1.74	1.77	1.86	1.94	1.97	2.00	2.03	2.06
20		74524	75801	77079	80912	84318	86448	88577	90706	93261
		1.75	1.78	1.81	1.90	1.98	2.03	2.08	2.13	2.19
27					84744	86022	88151	90280	92409	94965
					1.99	2.02	2.07	2.12	2.17	2.23
30					86448	87725	89854	91984	94113	96668
					2.03	2.06	2.11	2.16	2.21	2.27

ARTICLE VII. EFFECTS OF THE CONTRACT

7.1 No Reprisals

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

7.2 Cessation of Duties

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

7.3 Implementation

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

7.4 Amendments

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

7.5 Personnel Forms

7.51 Appendix

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

7.52 Compliance

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

7.6 Conformance with Ohio Statutes

7.61 Conformance with Ohio Statutes

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

7.62 Determination of Illegality

If any provision of this Agreement or any application of this Agreement to any individual employee or group of employees shall

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

7.63 Negotiation of Illegal Provision

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

7.64 Impasse on Illegal Provision

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

7.7 Duplication and Distribution

7.71 Distribution of Agreement

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

7.72 Cost of Preparation of Agreement

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

7.73 Amendments to Agreement

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

7.74 Copies of Agreement for PEA Use

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

7.8 Duration; Term of Agreement

This Agreement shall be in effect from September 1, 2025 through August 31, 2028 and represents the full and complete understanding between the Parties and replaces all prior Agreements.

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

FOR THE ASSOCIATION	FOR THE BOARD
President	President
Chief Negotiator	Superintendent
OEA Labor Rep	Chief Negotiator
5/8/2025	5/21/2025
Date	Date

APPENDIX A

EMPLOYEE ASSAULT REPORT

Teacher Assaulted _____ Home Phone # _____

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

Building _____ Assignment _____

Name(s) of perpetrator(s) _____

_____Student _____Parent _____Other

Incident Location _____

School official notified _____ Title _____

Incident reported to school official by _____ Date _____

Incident was also reported to_____police_____juvenile authorities

Briefly describe incident: _____

_____

_____

Action taken by_____school_____police_____juvenile authorities

Describe action taken: _____

_____

_____

Incident could have been prevented or alleviated if _____

_____

_____

_____

APPENDIX B

REQUEST FOR REASSIGNMENT

NAME _____

PRESENT ASSIGNMENT

Building _____

Grade _____

Subject _____

ASSIGNMENT REQUESTED

Building _____

Grade _____

Subject _____

REASON FOR REQUEST:

_____

_____

_____

DEADLINE FOR APPLICATION

_____

_____
Signature of Applicant

_____
Date of Submission

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

APPENDIX C

POLAND LOCAL SCHOOL DISTRICT
and
POLAND EDUCATION ASSOCIATION

GRIEVANCE FORM

NAME OF GRIEVANT: _____

SCHOOL: _____

ASSIGNMENT: _____

DATE CAUSE OF GRIEVANCE OCCURRED: _____

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

B. RELIEF SOUGHT:

_____
Signature of Grievant or Association

Representative_____ _____
Date

APPENDIX D

PERFORMANCE RESPONSIBILITIES
(also included in job description section)

TEACHING ABILITY

1. Is proficient in subjects taught and has the ability to communicate knowledge effectively.

2. Strives to plan a program to meet the individual needs, interests, and abilities of the students.

3. Uses appropriate testing materials to assess achievement.

4. Has clearly defined objectives related to the Course of Study; plans assignments that are understandable, concise, and an extension of the lesson's objectives.

5. Handles student responses in a positive manner.

6. Uses a variety of resources, questioning techniques, and instructional methods appropriate to the lesson.

7. Gears the pace of the instruction to meet the range of abilities.

PROFESSIONAL QUALITIES

1. Shows enthusiasm for teaching.

2. Maintains an acceptable personal appearance.

3. Accepts advice and constructive criticism.

4. Is punctual in fulfilling all time designations.

5. Follows written policies of the school system.

6. Maintains harmonious relationships with school personnel.

7. Demonstrates proper verbal skills.

PROFESSIONAL GROWTH

1. Grows professionally through additional college courses, etc.

2. Keeps current with new trends in education and adapts them to classroom use.

3. Serves willingly on professional committees.

INTERPERSONAL RELATIONSHIPS WITH STUDENTS

1. Treats students' personal problems in a professional manner.

2. Provides opportunities for students to succeed in both group and individual activities.

3. Provides opportunity for students to develop a positive and realistic self-image.

4. Creates a classroom atmosphere that recognizes the worth and dignity of all students.

5. Recognizes that ethnic, economic, and social backgrounds lead to different patterns of behavior. The teacher encourages social acceptance of all students.

6. Takes time to listen and show empathy for all students.

INTERPERSONAL RELATIONSHIPS WITH STAFF, PARENTS, AND COMMUNITY

1. Works to establish a cordial and professional relationship with the faculty, staff, and administration.

2. Strives to be accepting and tactful when conveying accurate information to parents.

3. Indicates praise, when possible, as well as criticism of a student when communicating with parents.

4. Actively supports appropriate school and community activities.

CLASSROOM MANAGEMENT

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

2. Selects, schedules and previews a variety of learning materials and experiences related to the lesson. Audio-visual aids should be accessible and appropriate to enhance the lesson being taught.

3. Endeavors to make the classroom physical setting conducive to learning.

4. Will be fair, consistent, and logical in grading practices, and will follow grading policy as recorded in the teacher's handbook.

5. Demonstrates good organization concerning projects undertaken.

6. Productively utilizes student time in the classroom, and maintains an atmosphere where students express their opinions honestly in a respectful manner.

7. Observes accepted procedures and practices care and responsibility in the use of school facilities, materials, and equipment.

8. Assumes responsibility for supervising pupil behavior in the classroom and school-related situations, and recognizes involvement with parents, guidance counselors, and administration as a way to channel academic or chronic discipline problems toward positive results.

APPENDIX E

THE POLAND SCHOOLS
TEACHER OBSERVATION FORM
PART I

NAME_____DATE _____

SCHOOL YEAR_____SCHOOL BUILDING _____

EVALUATOR_____Time obs.:_____to _____

Initialed:_____/_____

CATEGORY OF TEACHER EVALUATION ☐ New ☐ Non-Tenured ☐ Tenured

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

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

	S	NI	U	NO
CLASSROOM MANAGEMENT				
1. Organizes and maintains accurate records concerning attendance placement.	____	____	____	____
2. Makes the classroom physical setting conducive to learning.	____	____	____	____
3. Is fair, consistent, and logical grading practices.	____	____	____	____
4. Demonstrates good organization concerning projects undertaken.	____	____	____	____
5. Productively utilizes student time and maintains an atmosphere where students are free to express opinions.	____	____	____	____
6. Practices care and responsibility in the use of school property.	____	____	____	____
7. Assumes responsibility and demonstrates ability for supervising pupil behavior in the classroom and school related situations.	____	____	____	____
PROFESSIONAL QUALITIES				
1. Show enthusiasm for teaching.	____	____	____	____
2. Maintains an acceptable personal appearance.	____	____	____	____
3. Accepts advice and/or constructive criticism.	____	____	____	____
4. Is punctual in fulfilling all time designations and utilizes time effectively.	____	____	____	____
5. Follows written policies of the school system.	____	____	____	____
6. Maintains a harmonious relationship with school personnel.	____	____	____	____

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

INTERPERSONAL RELATIONSHIPS WITH STUDENTS, PARENTS AND COMMUNITY

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

OVERALL ESTIMATE

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

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

APPENDIX F
EMPLOYEE OBSERVATION FORM
PART II

Areas observed needing improvement or which were unsatisfactory.

Plan of Action:

1. Evaluator's recommendations for improving performance:

2. Evaluator assistance to be given:

3. Length of time for attaining desired improvements:

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

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

_____ _____

Evaluator's Signature Date

_____ _____

Employee's Signature Date

_____

Date of post-observation conference

APPENDIX G
THE POLAND SCHOOLS
CERTIFIED EMPLOYEE EVALUATION FORM

Teacher's Name _____ Building _____

Evaluator's Name _____ Admin. Assignment _____

NUMBER OF OBSERVATION FORMS ACCOMPANYING THIS EVALUATION _____

DOES AN EMPLOYEE'S STATEMENT ACCOMPANY EVALUATION? YES ☐ NO ☐

EVALUATOR'S COMMENTS ON OVERALL ASSESSMENT OF PERFORMANCE:

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

DATE OF EVALUATION CONFERENCE _____

EVALUATOR'S SIGNATURE _____ DATE _____

EMPLOYEE'S SIGNATURE _____ DATE _____

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

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

	Without Reservation	With Reservation	Would Not Recommend	Not Applicable
Re-Employment	☐	☐	☐	☐
Professional Certification	☐	☐	☐	☐
Continuing Contract	☐	☐	☐	☐

IS THIS TEACHER EVALUATION REPORT ADVERSE YES ☐ NO ☐

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

APPENDIX H

Book	Policy Manual
Section	3000 Professional Staff
Title	STANDARDS-BASED TEACHER EVALUATION
Code	po3220
Status	Active
Adopted	February 23, 2015
Last Revised	April 15, 2024

3220 - STANDARDS-BASED TEACHER EVALUATION

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

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

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

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

This policy has been developed in consultation with teachers employed by the Board.

The Board authorizes the Superintendent to establish and maintain an ongoing Poland Evaluation Review Committee, with continuing participation by District teachers for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

Definitions

"OTES" - Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2020, or as otherwise modified by the State Board of Education.

"Teacher" - For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one (1) of the following:

A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2003; or

C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2006; or

D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy.

The Superintendent, Treasurer, Business Manager, and any "other administrator" as defined by R.C. 3319.02 are not subject to evaluation under this policy.

"Credentialed Evaluator" - means the appropriately qualified individual, assigned by the District, who is responsible for completing the evaluation process for a teacher. For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

A. meets the eligibility requirements under R.C. 3319.111(D); and

B. holds a credential established by the Ohio Department of Education (ODE) for teacher evaluation; and

C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"High-Quality Student Data" – means locally-determined data that provides evidence of student learning attributable to the teacher who is being evaluated. When applicable to the grade level or subject area taught, High-Quality Student Data (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 also include data obtained from the list of Ohio Department of Education approved student assessments.

High-quality student data may not include student learning objectives (SLOs) or shared attribution measures.

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

"Evaluation Cycle" - means the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when performance assessments are conducted for the current

school year and the teacher is assigned a final holistic rating.

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

"Evaluation Instruments" - refers to the forms developed by the ODE, including the "Teacher Performance Evaluation Rubric".

"Evaluation Procedure" - refers to the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.111 and R.C. 3319.112 and to conform to the framework for the evaluation of teachers developed under R.C. 3319.112.

"Final Evaluation Rating" - means the final holistic evaluation rating that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle.

Standards-Based Teacher Evaluation

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

Each teacher evaluation will result in an evaluation rating of:

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective.

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

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated. The Board will utilize the ODE's guidelines for reporting this information.

The Board may elect not to evaluate a teacher who was on leave from the School District for fifty percent (50%) or more of the school year.

The Board may elect not to evaluate a teacher who has submitted a notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

The Board may elect not to evaluate a teacher who is participating in the Ohio teacher Resident Educator program in the year during which the teacher takes at least half of the performance-based assessment as prescribed by the State Board of Education for the first time.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or be placed on a professional improvement plan as follows:

A. A teacher whose final holistic rating is "accomplished" on his/her most recent evaluation will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components determined by the District.

B. A teacher whose final holistic rating is "skilled" will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components determined by the District.

C. A teacher whose final holistic rating is "developing" will develop a professional growth plan guided by his/her assigned credentialed evaluator, utilizing the components determined by the District.

D. A teacher whose final holistic rating is "ineffective" will be placed on a professional improvement plan by their assigned evaluator, utilizing the components determined by the District.

E. A teacher who is new to the profession or new to the District will develop a professional growth plan collaboratively with his/her credentialed evaluator, utilizing the components determined by the District.

F. The District administration has discretion to place a teacher on an Improvement Plan at any time based on any individual deficiency exhibited in the evaluation system by the teacher.

Board Professional Development Plan

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

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will be used to determine the teacher's evaluation rating and will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession:*

A. understanding student learning and development, respecting student diversity, and holding high expectations for all students to achieve and make progress at high levels;

B. knowing and understanding the content area for which they have instructional responsibility;

C. understanding and using varied assessments to inform instruction, evaluate and ensure student learning;

D. planning and delivering effective instruction that advances individual student learning;

E. creating learning environments that promote high levels of student learning and achievement for all students;

F. collaborating and communicating with students, parents, other educators, District administrators, and the community to support student learning; and

G. assuming responsibility for professional growth and performance as an individual and as a member of a learning community.

Formal Observation and Classroom Walkthrough Sequence

A. A teacher not under consideration for renewal or nonrenewal who is subject to a full evaluation cycle shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs each school year.

The first formal observation will be a holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained from any pre-observation conference or other sources selected by the evaluator.

The second and any subsequent formal observation(s) will be focused observations in which the evaluator emphasizes identified focus area(s). Identified focus areas will be selected after completion of the holistic observation and may include area(s) of relative strength and/or area(s) targeted for improvement. Teachers with a final evaluation rating of Accomplished (from the previous year) will select their own focus area(s). A teacher with a final evaluation rating of Skilled (from the previous year) will select focus area(s) in collaboration with his/her evaluator. A teacher with a final evaluation rating of Developing (from the previous year) will be guided by his/her evaluator in determining focus area(s). A teacher with a final evaluation rating of Ineffective (from the previous year) will have focus area(s) selected by the evaluator. A teacher new to the profession will select focus area(s) in collaboration with his/her evaluator. Evaluators will collect evidence during the focused observation to assess the identified focus

area(s). Evaluators will also document evidence to support the final evaluation rating.

B. A teacher new to the District or any teacher on a limited contract who is under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic (at least two (2)) classroom walkthroughs unless the Superintendent waives the third observation.

A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three (3) years. The teacher will be required to submit a self-directed professional growth plan to the evaluator, and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation of the teacher. The teacher will be provided with at least one (1) informal observation and post conference in any year that such teacher is not formally evaluated.

The Board may evaluate each teacher who has been granted a continuing contract by the Board and who received a rating of Skilled on the teacher's most recent evaluation once every two (2) years. The teacher and the evaluator will jointly develop a professional growth plan for the teacher and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation and observations of the teacher. Teachers will be provided with at least one (1) formal observation and post-conference in any year that such teacher is not formally evaluated.

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

In evaluating teacher performance, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism.

Formal Observation Procedure

A. The first formal observation may be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. The second observation will be unannounced.

B. A post-observation conference shall be held after each formal observation.

Informal Observation/Classroom Walkthrough Procedure

A walkthrough is an informal observation in which an evaluator may assess one or more areas in the Teacher Performance Evaluation Rubric.
Evaluators may but are not limited to collecting evidence in any identified focus area(s).
Walkthroughs may be announced or unannounced. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

A walkthrough shall consist of at least three (3) consecutive minutes, but not more than thirty (30)

consecutive minutes in duration. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

Data gathered from the walkthrough will inform the final evaluation.

Feedback from a walkthrough shall be provided after the walkthrough. The teacher and/or administrator may request a face-to-face meeting to discuss observations relative to the identified focus of the walkthrough.

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

Use of High-Quality Student Data

At least two measures of high-quality student data will be used as evidence of student learning. The teacher will select student data that will be used in consultation with the evaluator and will provide evidence that demonstrates the teacher has used the data in accordance with this policy. The evaluator may use the data as evidence to determine a performance rating in any component of the evaluation where applicable.

When applicable to the grade level or subject area(s) taught by a teacher, high-quality student data will include the value-added progress dimension. High-quality student data will meet the following criteria:

A. aligns to learning standards

B. measures what is intended to be measured

C. is directly attributable to the teacher being evaluated for course(s) and grade level(s) taught

D. demonstrates evidence of student learning (achievement and/or growth)

E. follows protocols for administration and scoring

F. provides trustworthy results; and

G. is fair and unbiased

Teachers must provide evidence to their evaluator which demonstrates that they have used high-quality student data in the following ways:

A. critically analyze and reflect upon results to support improvement and enhancement of student learning

B. assess student learning needs and styles, including the strengths and weaknesses of an entire class as well as individual students in each class

C. inform and adapt instruction to meet student needs; and

D. measure student learning achievement and growth, as well as progress toward achieving state and local standards.

In addition to value-added data, the Superintendent may select high-quality data from among State-approved vendor assessments or other locally determined measures or instruments that meet the definition and criteria outlined above.

Annually, the Superintendent shall develop a list of approved high-quality student data in consultation with experts in the field of education and with the District's evaluation committee.

For the purpose of selecting high-quality student data, the Board defines the term "expert" to include members of the
District's administrative team, credentialed evaluators, as well as

Final Evaluation Procedures

Evaluators will consider evidence gathered during the evaluation cycle to assign a final holistic evaluation rating, based upon the criteria developed by the Ohio Department of Education.

The evaluator shall submit the final written evaluation using the reporting system prescribed by the Ohio Department of Education (ODE). The teacher will confirm receipt of the same.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

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

Definitions:

"Retention" - for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

"Promotion" - as used in this context - is of limited utility given the fact that teachers covered by

this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

"Poorly Performing Teachers" - refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations" - since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

Removal of Poorly Performing Teachers

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the PEA.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the PEA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's holistic rating.

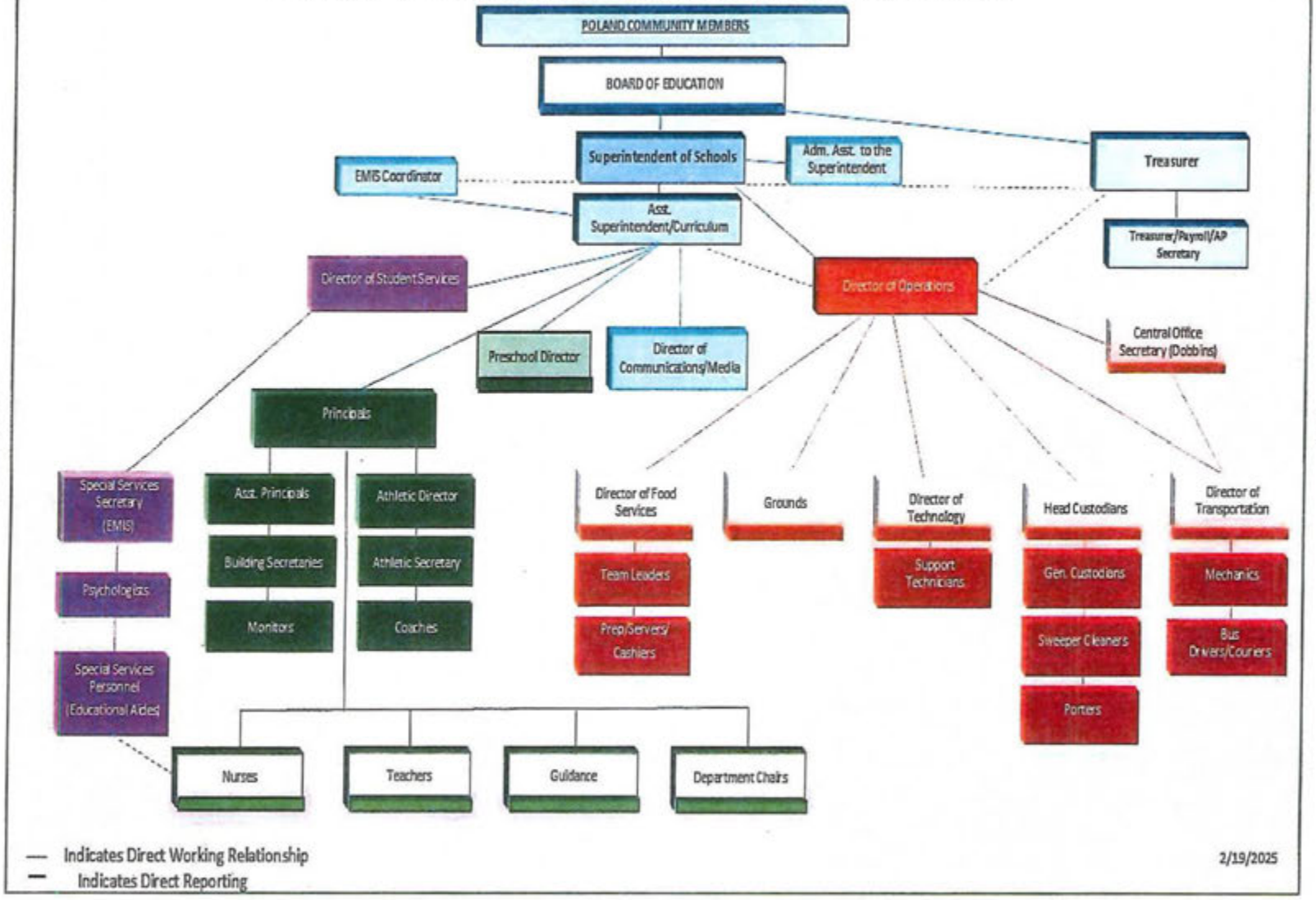
Revised 11/23/15
Revised 11/20/17
Revised 5/24/21
Revised 8/29/22

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Legal R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.114, 3319.22, 3319.222
R.C. 3319.223, 3319.226, 3319.26, 3333.0411
A.C. 3301-35-03(A)
Sub. 216 (2018), H.B. 362
H.B. 64 (2015)

APPENDIX I

POLAND SCHOOLS ORGANIZATION CHART 2024-2025



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 19th day of February 2025, by and between the Poland Local School District Board of Education (hereinafter "Board") and the Poland Education Association (hereinafter "Association" or "PEA"), as an extension of the previously agreed upon May 2020 and November 2022 MOU.

WHEREAS, the Board and the Association are parties to a collective bargaining agreement ("Negotiated Agreement") effective September 1, 2025, through August 31, 2028; and

WHEREAS, in the interests of maintaining positive labor relations, the parties hereby agree to come to a mutual understanding regarding spousal exclusion.

NOW THEREFORE, the Board and the Association agree as follows:

1. For the term of the current Negotiated Agreement, ending on August 31, 2028, the Board will appropriate funds for the purpose of allowing the reimbursement of legitimate and verifiable claims by those bargaining unit members actually disadvantaged by the spousal "carve out."

2. The Board will appropriate the following amounts which will be available only for the specific year for which they are dedicated, with no carryover.

   September 1, 2025 – December 31, 2025 - $6,666 (Prorated 4 months)
   January 1, 2026 – December 31, 2026 - $20,000
   January 1, 2027 -December 31, 2027 - $20,000
   January 1, 2028 – August 31, 2028 - $13,500 (Prorated 8 months)

3. Bargaining unit members employed on or before the date of the filing of the underlying 2020 spousal exclusion grievance, case number 01-19-0000-6774 whose spouses have been removed from secondary coverage and would otherwise would have been able to access prior to the language changes of the PEA Negotiated Agreement are eligible for reimbursement from the allocation in accordance with the process further detailed herein; however, no reimbursement will exceed the difference between what would otherwise be covered and the spouses maximum out of pocket ("MOOP") limit. Similarly, any reimbursement must take into account the savings realized by the bargaining unit member for the decreased cost of the tiered premium. That benefit will be determined by subtracting the actual cost to bargaining unit member of their tiered insurance contribution from the cost of the insurance quote for coverage that does not include spousal carve out.

4. In order to process claims and allow for an appropriate expenditure of funds, the parties agree that the "Reimbursement Guidelines" set forth in Attachment "A" to this Memorandum will be followed.

5. Reimbursements will follow a specific and rigorous reimbursement process in accordance with the parameters set forth in the attached "Reimbursement Guidelines" (Attachment "A") to be managed by the PEA who will verify and acknowledge, under penalty of forfeiture of reimbursement(s), that any bargaining unit member seeking such reimbursement, has actually incurred legitimate out of pocket costs (in excess of premium reduction gains) that would not otherwise have occurred but for the spousal carve out language in the Negotiated Agreement. However, the amount of reimbursement must be mutually agreed upon after going through the rigorous reimbursement approval process.

6. The District will pay reimbursements as submitted by the PEA pursuant to the Reimbursement Form included with Attachment A, subject to the right of the District's Treasurer to review the underlying information for any submitted claim upon request; however, all information gathering, documentation, etc. needed to request reimbursement shall be the responsibility of the PEA.

7. Because insurance coverages run on a calendar year basis, the Funds will be available only for reimbursement claims arising in a calendar year. As such, the reimbursement as follows:

   - Year 1: September 1, 2025 through December 31, 2025
   - Year 2: January 1, 2026 through December 31, 2026
   - Year 3: January 1, 2027 through December 31, 2027
   - Year 4: January 1, 2028 through August 31, 2028

8. Applications for reimbursement shall be submitted no later than March 1 for request for reimbursement from the prior calendar year and payment, if applicable, shall be made no later than June 30. Should verified claims exceed total sums available for reimbursement, individual reimbursement amounts shall be prorated (eg., in a year that $20,000 was available and there were $25,000 in verified claims, individual reimbursements would be at 80%). The tax implications and treatment, if any, for such payments will be the sole responsibility of the bargaining unit member receiving reimbursement.

9. The PEA has dismissed the grievance and arbitration case and further has paid any and all AAA costs relative to cancellation of the hearing.

10. The parties expressly agree and acknowledge both that this Memorandum will expire ("sunset") at the end of the current Negotiated Agreement and will not be deemed current contract language in any successor negotiations. In addition, the parties stipulate and agree that reimbursement will not be paid for costs incurred after August 31, 2028.

11. The parties understand that this Memorandum will not serve as precedent in any other matter, claim, grievance or case, nor may it be introduced in same, except as to enforce the specific terms of this limited time and purpose Memorandum.

12. Any grievance alleged under this Memorandum may not proceed beyond Step 4 of the Grievance Procedure of the Negotiated Agreement.

13. All other provisions of the Negotiated Agreement currently in effect between the parties hereto are not altered by this Agreement and shall remain in full force and effect for the term of the Negotiated Agreement and no other agreements shall serve to alter the provisions of the current Negotiated Agreement unless agreed to, in writing, between by the parties hereto.

BOARD OF EDUCATION OF THE POLAND LOCAL SCHOOL DISTRICT

POLAND EDUCATION ASSOCIATION

Craig Hockenberry, Superintendent

Rick DiNunzio, PEA President

Janet Muntean, Treasurer

OUT-OF-POCKET EXPENSE REIMBURSEMENT FORM

For PEA Members Subject to the "Spousal Carve-Out"

Submitted for Calendar Year _____

Total Amount of Out-of-Pocket Expenses (Supported by EOB documents) $ _____

Total Amount of Premium Reduction (Resulting from change in coverage) $ _____

Total amount of HSA payments (For HSA insurance policies only) $ _____

Net Out-Of-Pocket Reimbursement Amount $ _____

Verification and Acknowledgement

Please verify and sign that you have provided accurate amounts, in accordance with the following:

POLAND TEMPORARY SPOUSAL EXCLUSION
REIMBURSEMENT GUIDELINES

1. In accordance with law and the language that the MCSEIC ("Consortium") utilizes in its claims process, spouses whose employer's plan is a health savings account (HSA) compatible plan MUST choose between being covered secondary on the Consortium's plan and accepting or making contributions to an HSA. As such, if a spouse seeks reimbursement of any part of their out of pocket expenses, they must NOT make or accept contributions to an HSA. As such, if any spouse makes or accepts contributions into an HSA, they are not eligible for reimbursement under the Memorandum of Understanding.
2. In addition, if any spouse is covered as secondary on the Consortium's plan, the spouse must still pay out of pocket expenses equal to what they would have paid as a primary member of the Consortium's plan. This means that when calculating the reimbursement for a spouse the Memorandum of Understanding, the benefit level offered by the Consortium should be subtracted from the reimbursement.
3. Unless they would otherwise be covered under the Consortium plan (less than 1%), no reimbursement under the Memorandum will be paid for out of network services or providers.
4. In addition, any reimbursement under the Memorandum of Understanding must be only for services that would otherwise be covered under the Consortium's plan. (Claims not covered by the spouse's employer's plan will need appropriate documentation to ensure that the service would have been covered under the District's plan).
5. Reimbursement under the Memorandum of Understanding is limited exclusively to spouses who are covered by their own employer's qualified group health plan. There can be no expectation of reimbursement for any other type of medical insurance.
6. In order to assure accurate reimbursement under the Memorandum of Understanding, any applicant must agree to provide, upon request, explanations of benefits (EOB's) along with invoices. Follow up information not otherwise provided by an EOB may be required in some cases.

NAME (Please Print) _____

SIGNATURE: _____

DATE: _____

Applications for reimbursement shall be submitted no later than March 1 for request for reimbursement from the prior calendar year and payment, if applicable, shall be made no later than June 30. Should verified claims exceed total sums available for reimbursement, individual reimbursement amounts shall be prorated (eg., in a year that $20,000 was available and there were $25,000 in verified claims, individual reimbursements would be at 80%). The tax implications and treatment, if any, for such payments will be the sole responsibility of the bargaining unit member receiving reimbursement.