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MASTER AGREEMENT

between the

STRONGSVILLE CITY SCHOOL DISTRICT

and the

STRONGSVILLE EDUCATION ASSOCIATION

August 1, 2026 through July 31, 2028

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ARTICLE 1 – RECOGNITION

A. The Strongsville Board of Education, hereinafter "Board," recognizes the Strongsville Education Association, hereinafter "Association," as the sole and exclusive representative for teachers within the District. "Teacher" shall mean those full and part-time certificated/licensed personnel who are employed under a teacher's contract, but excludes casual substitutes, the Superintendent, all Assistant Superintendents, Directors, Principals, Associate Principals, Assistant Principals, Supervisors, Coordinators, Athletic Director, Assistant Athletic Director, home instruction tutors, and all other certificated/licensed employees who are devoting full or part time to managerial or supervisory duties as defined in ORC 4117. Additionally, if any certificated/licensed employee holds a part-time administrative position during the regular school year that is excluded from the bargaining unit, his/her individual teaching position shall also be excluded from the bargaining unit. A part-time teacher shall mean a teacher whose contract requires him/her to work fewer than seven and one-half (7 ½) hours per day. Hereinafter, all bargaining unit members shall be referred to as "teachers."

B. The Board and the Association agree that teachers have the right to join or not join any teacher organization.

C. Teachers on officially-approved leaves of absence shall be considered members of the bargaining unit.

ARTICLE 2 – LONG-TERM SUBSTITUTE TEACHERS

A. Long-term substitutes are defined as substitute teachers placed in one assignment for more than sixty (60) days. By the 61st day of employment, all long-term substitutes shall receive a written contract of employment as a long-term substitute. Long-term substitutes may be utilized to fill positions that are open due to approved leaves of absence. Long-term substitutes may also be utilized to fill vacancies created by resignations, retirements, or death after August 5th. A long-term substitute teacher shall not be re-employed as a long-term substitute teacher for more than one (1) year without being offered a limited teaching contract.

B. The employment of a long-term substitute teacher shall be for the period specified in the limited substitute teaching contract, which contract will automatically expire at the end of that school year without the need for action by the Board.

C. Except as otherwise provided in this Article, all other provisions of the Agreement (including all insurance coverages) shall apply to long-term substitute teachers.

D. The provisions of Article 6 (Termination or Non-Renewal of Contract), Article 10 (Reduction in Force), Article 13A and 13C (Transfer), Article 14.B (Sick Leave Bank), Article 25 (Voluntary Professional Growth), Article 33 (Severance), Article 35 (Salary),

Article 37 (Merit Incentive for Attendance Award), and ORC Sections 3319.11, 3319.111, and/or 3319.17 do not apply to long-term substitute teachers.

1. Except for teachers hired for an initial assignment of ninety (90) days or longer, long-term substitutes shall be placed on the BA-0 step of the salary schedule beginning with the 61st day of employment.

2. If the teacher is hired for an initial assignment of ninety (90) days or longer, the long-term substitute shall be placed on the BA-0 step of the salary schedule starting with the first day of employment.

E. For purposes of salary placement, a long-term substitute teacher with one hundred twenty (120) or more days of service in the District who subsequently is hired into a regular teaching position will be credited with a full year of service for each such year of substitute teaching subject to Article 35 (Salary). For purposes of seniority, the teacher would accrue seniority as of the date the teacher is hired into a regular teaching position.

ARTICLE 3 – NEGOTIATIONS PROCEDURES

Unless otherwise agreed, the following shall apply:

A. Areas for discussion and agreement:

1. The negotiations teams shall bargain collectively to determine matters pertaining to wages, hours, or terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of the Agreement.

2. The Board retains and reserves those rights of management as set forth in ORC 4117.08.C.(1-9).

3. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the District. All members of the negotiations teams are obliged to conduct such negotiations in good faith.

4. The first negotiations meeting shall be held no later than the month of April of the year of expiration of the Agreement. During such meeting, initial proposals shall be exchanged. Thereafter, no new items may be added unless by consent of both parties. At this first session, rationale for proposals are given by each negotiations team. This shall be the start of the formal negotiations. Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. Representatives shall be limited to five (5) representatives of the Board and five (5) representatives of the Association. While no final agreement shall be executed without ratification of the Association and the Board, both negotiations teams will be clothed with all necessary power

and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

5. Negotiations meetings shall be mutually agreed upon by both negotiations teams. If mutual understanding and agreement is not reached in the initial meeting, subsequent meetings shall be held at times mutually agreeable to both negotiations teams. The administrative team will hold separate meetings and confer as necessary with the Board, and the teacher team will hold similar meetings with the members of the Association.

6. The Board and the Superintendent/designee will make available to the Association on request, at no cost, and in reasonable time both prior to and during negotiations, all public records which are pertinent to negotiations issues but which do not violate the confidentiality of an individual. The Association will furnish all available information on its proposals to the administrative team to support the Association's proposals.

7. Either negotiations team may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Consultants may be used by either team, but when a consultant is coming to the negotiations table, advance notice shall be given to the other party. Said individuals may be used in a caucus but shall not be members of the negotiations team.

8. The chief spokesperson of either negotiations team may recess his/her team for independent caucus at any time. Caucuses shall not exceed one-half (1/2) hour unless by mutual agreement of both negotiations teams.

9. No action to coerce, censor or penalize any negotiations participant shall be made or implied by either the Board or the Association.

10. The content of negotiations sessions shall be confidential, and no individual member of either negotiations team may reveal the discussions which occur in the sessions. When either negotiations team determines that it must release its information to its constituency, such release shall be done in good faith.

11. As negotiations items receive tentative agreement, they shall be reduced to writing and initialed by each chairperson of the respective negotiations teams.

B. Agreement

When tentative agreement is reached on all negotiations issues between the Board and Association negotiations teams, the Association's negotiations team shall recommend adoption of said tentative agreement to the Association's general membership. Upon affirmative ratification of the Association's general membership, the Board's negotiations team shall recommend adoption of said tentative agreement to the Board. Upon

affirmative ratification of the Board, such Agreement shall become effective upon the signing by the official designated parties representing the Board and the Association.

C. Disagreement

1. Every effort shall be made to conclude negotiations within twenty-five (25) calendar days; however, this timeline may be extended by mutual agreement of the parties. If negotiations have not been concluded by that time, unless the parties agree to mutually extend the timeline, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to appoint a federal mediator for the purpose of assisting the parties in reaching an agreement. Unless the parties mutually agree to continue mediation, this process shall conclude on the date the Agreement expires for the purpose of ORC 4117.14(D)(2).

2. The parties mutually agree to waive any statutory dispute settlement procedure and further agree that the process above constitutes the parties' mutually agreed upon dispute resolution procedure and shall take precedence over any inconsistency with or alternative procedure set forth in ORC 4117.14. The parties retain any other rights afforded them under ORC 4117.14.

D. Alternative Procedure

The parties shall meet at least six (6) months prior to the expiration of the Agreement to discuss and decide whether an alternate negotiations procedure (e.g., Interest Based Bargaining) shall be used instead of the traditional procedure described above. If an alternative negotiations procedure is agreed upon by the parties, ground rules will be established and Article 3.A.4 shall be waived.

E. Interim Negotiations

1. Upon mutual agreement of both parties to negotiate during the term of this Agreement and in accordance with Section 4117.08 of the Ohio Revised Code, negotiations shall begin within ten (10) calendar days after either the Board or the Association requests, in writing, to negotiate. In the event the parties fail to reach agreement within twenty (20) calendar days after the first negotiations session, the parties agree to contact the Federal Mediation and Conciliation Service (FMCS) for assistance in resolution of the disagreement. This mediation is the parties' mutually agreed to dispute resolution procedure which supersedes and takes precedence over any inconsistency or alternative procedure set forth in Section 4117.14 of the Ohio Revised Code.

2. If agreement is not reached within twenty (20) calendar days after the first mediation session, the provision of O.R.C. 4117.14(D)(2) shall apply.

ARTICLE 4 – GRIEVANCE PROCEDURE

A. Philosophy

1. The Board and the Association recognize that in the interest of effective personnel management, a procedure is necessary whereby a teacher can be assured of a prompt, impartial, and fair hearing on his/her grievances. This grievance procedure is a method by which a teacher, a group of teachers, or the Association can express a complaint, problem, or dispute without fear of reprisal, and obtain a fair hearing at progressively higher levels.

2. A grievance may be filed by a teacher, a group of teachers, or by the Association.

B. Definitions

1. A grievance is defined as an alleged violation, misinterpretation, or misapplication of this Agreement.

2. Days, for the purpose of this Article only, shall mean teacher working days unless otherwise stated in this Article.

C. Purposes and Objectives

The primary purpose of this grievance procedure shall be to obtain at the lowest possible level in the shortest period of time, equitable solutions to grievances. Grievance proceedings shall be handled in a confidential manner.

D. Procedure

Level I – Informal

1. A teacher with a grievance shall first discuss it with his/her immediate supervisor/principal in an effort to resolve the matter informally. The teacher will clearly identify the reason for the meeting (i.e., this is an informal grievance meeting) and, when possible, will give the immediate supervisor/principal twenty-four (24) hours advance notice of said meeting.

2. If the Association is filing a grievance that affects a teacher or teachers at one building only, or that affects a teacher or teachers under the supervision of one supervisor, a representative of the Association shall first discuss it with the principal/supervisor in an effort to resolve the matter informally. The Association representative will clearly identify the reason for the meeting (i.e., this is an informal grievance meeting), and, when possible, will give the principal/supervisor twenty-four (24) hours advance notice of said meeting.

3. If the Association is filing a grievance that affects teachers at either different buildings or that affects teachers under the supervision of different supervisors, a representative of the Association shall first discuss it with the Assistant Superintendent in an effort to resolve the matter informally. The Association representative will clearly identify the reason for the meeting (i.e., this is an informal grievance meeting) and, when possible, will give the Assistant Superintendent twenty-four (24) hours advance notice of said meeting.

4. Only the declaration by the Association shall constitute the start of the informal process.

Level II – Formal

1. If the grievant is not satisfied with the results in Level I, or if the Association is not satisfied with the results in Level I of an Association grievance affecting one or more teachers at the same building or one or more teachers under the supervision of one supervisor, the grievance shall be put in written form (see Appendix A) and shall be submitted to the immediate supervisor/principal within thirty (30) calendar days of the act or conditions give rise to the grievance. A grievance shall state the names of all teachers who are affected and their buildings. In the case of an Association grievance that affects teachers at more than one building or under the supervision of more than one supervisor, if the Association is not satisfied with the results in Level I, the grievance shall be put in written form (see Appendix A) and shall be submitted to the Assistant Superintendent within thirty (30) calendar days of the act or conditions giving rise to the grievance. A grievance shall state the names of all teachers who are affected and their buildings.

2. A hearing date shall be mutually agreed upon between the grievant and the supervisor/principal or designee within five (5) workdays of the filing of the grievance. The building principal/designee may be involved in any grievance filed in his/her building. Discussion at this hearing shall be confined to the issues as stated in the grievance and the relief sought. In the case of an Association grievance involving several buildings/supervisors, the hearing date shall be mutually agreed upon between the grievant and the Assistant Superintendent within five (5) workdays of the filing of the grievance. Any building principal/designee or supervisor/designee may be involved in this grievance hearing. Discussion at this hearing shall be confined to the issues as stated in the grievance and the relief sought.

3. Within five (5) workdays of the hearing the supervisor/principal or designee, or the Assistant Superintendent in the case of an Association grievance involving several principals/supervisors, shall provide the grievant with a written disposition to the grievance.

Level III

1. If the grievant is not satisfied with the disposition received at Level II, he/she may within ten (10) workdays of receipt of such written disposition submit his/her written grievance (see Appendix A) to the appropriate Director and request a hearing to discuss the grievance. The hearing will be conducted in a manner as stated in Level II. The grievance shall include a copy of the grievance and a copy of the disposition of the grievant's principal or immediate supervisor.

2. The hearing date shall be mutually agreed upon between the grievant and the party receiving the grievance or his/her designee within five (5) workdays of the Director's receipt of the grievance at Level III. The Association President/designee shall be invited by the administration to any grievance hearing held at Level III or higher.

3. The hearing shall be conducted in a manner as stated in Level II.

4. Within five (5) workdays of the hearing, the party receiving the grievance or his/her designee shall provide the grievant with a written disposition.

Level IV

1. If the grievant is not satisfied with the disposition received at Level III, he/she may, within ten (10) workdays of receipt of such disposition, submit the written grievance (see Appendix A) to the Superintendent/designee and request a grievance hearing. The grievance shall include a copy of the Level III disposition, and the names of persons previously involved in the grievance.

2. The hearing date shall be mutually agreed upon between the grievant and the Superintendent/designee within five (5) workdays of the filing of the grievance at Level IV. The Association President/designee shall be invited by the administration to any grievance hearing held at Level IV or higher.

3. The hearing shall be conducted in a manner as stated in Level II.

4. Within five (5) workdays of the hearing, the Superintendent/designee shall provide the grievant with a written grievance disposition.

Level V

1. Within ten (10) workdays of the grievant's receipt of the Superintendent/designee's Level IV disposition, the grievant may request in writing that the chairperson of the Association Grievance Committee submit his/her grievance to binding arbitration. The Grievance Committee chairperson shall, within three (3) days after receipt of the grievant's request, review the grievance and inform the grievant of the decision to advance the grievance to

arbitration. If the grievance is not being advanced to binding arbitration, the grievant may appeal the Grievance Committee chairperson's decision to the Representative Council within three (3) days of receipt of the Grievance Chairperson's decision. The Representative Council shall be convened to hear the grievance appeal within ten (10) workdays. Only the Association may advance any grievance to arbitration. For any grievance being advanced to arbitration, the Association shall notify the Superintendent/designee within thirty (30) workdays of the Level IV disposition that the grievance will be advanced to binding arbitration. The Association shall request the American Arbitration Association to provide a list of seven (7) National Academy arbitrators. The arbitrator shall be chosen from the list provided by the alternate strike method, flipping a coin to determine who strikes first. Either party may request an additional list of arbitrators.

2. The arbitrator shall have no power to add to, subtract from, modify, change or alter any of the provisions of this Agreement and shall expressly confine him/herself to the precise issue(s) submitted. The weight of past practice shall be determined by the arbitrator. Once an arbitrator is selected, he/she shall conduct the hearing in accordance with the rules and regulations of the American Arbitration Association. The decision of the arbitrator shall be binding on the parties involved.

3. The total cost of the arbitration (which shall include any initial fees, the fees and expenses of the arbitrator and any other costs associated with the arbitration, such as room rental, etc.) shall be paid by the losing party. Each party shall be responsible for the expenses of its own representation and any witnesses it may call.

4. The grievant(s), Association President, and any witnesses who are employees of the District and who are subpoenaed by an arbitrator shall be permitted to participate in or be present at the arbitration hearing with no loss of salary or other emoluments, nor shall the time be applied toward any leave.

E. Miscellaneous

1. Nothing in this Article shall be construed so as to deny the individual the right to seek redress by law.

2. Except for Level I and Level V, all grievance hearings shall be held outside of the teacher's normal work day unless mutually agreed to by the parties.

3. A grievance may be withdrawn at any level.

4. Failure by the administration at any level of this procedure to issue a written disposition within the specified time limit shall permit the grievant to immediately proceed to the next level. Failure by the grievant at any level of this procedure to

advance a grievance to the next level within the specified time limit shall be deemed to be acceptance of the written disposition.

5. All grievances shall be filed at Level I unless the Association President and the Assistant Superintendent agree to commence the grievance procedure at another level.

6. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

7. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants.

8. Contract recommendations are not subject to grievance procedure. However, the procedures leading up to the contract recommendation are subject to a grievance.

9. The parties may mutually agree, in writing, to extend any and all grievance timelines.

10. In the event a grievance is filed after May 15th in any school year, the parties shall attempt to process the grievance prior to the end of the school year. If the grievance filed after May 15th is not resolved prior to the end of the school year, the parties may mutually agree to hold the matter in abeyance to some mutually agreeable date but no later than the beginning of the second full week of the ensuing school year.

11. The teacher may meet individually or be accompanied by an Association representative at any hearing at every level of the grievance procedure. In the event a teacher chooses to have a grievance processed without representation of the Association through Levels I through IV, the teacher shall be liable for any expenses incurred in such processing. Even if the teacher does not want to be represented by the Association, the Association President and the OEA Labor Relations Consultant shall be informed of any grievance hearing, and the Association President/designee and the OEA Labor Relations Consultant have the right to attend the hearing.

12. The administrator or Board may be accompanied by a representative of choice at any hearing at every level of the grievance procedure.

ARTICLE 5 –EVALUATION

The evaluation of teachers shall be in accordance with the standards-based teacher evaluation policy adopted by the Board of Education in agreement with teachers employed by the Board as required by ORC §3319.111 and this Article of the Agreement.

A. Philosophy

The purposes of this teacher evaluation are:

1. To improve instruction;

2. To provide a systematic summary of the teacher's effectiveness by:

   a. Considering instructional and/or job related strengths;

   b. Supporting identified areas for improvement;

3. To be collaborative, ongoing, and supportive in the growth of certificated staff.

B. Definition of Teacher

For the purposes of this Article, a "teacher" being evaluated under the OTES model is a licensed instructor who spends at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of following:

1. A license issued under ORC §§3319.22, 3319.26, 3319.222 or 3319.226; or

2. A permanent certificate issued under ORC §3319.222 as it existed prior to September, 2003; or

3. A permanent certificate issued under ORC §3319.222 as it existed prior to September, 2006; or

4. A permit issued under ORC §3319.301.

Certified staff who do not meet this definition will be evaluated utilizing their job related Non-OTES evaluation system. School counselors will be evaluated through the OSCES framework.

C. Selecting Credentialed Evaluators

1. Credentialed OTES 2.0 evaluators, Non-OTES evaluators and OSCES evaluators will be assigned to OTES 2.0 teachers/school counselors on an annual basis as dictated by an OTES 2.0 teacher's/Non-OTES/OSCES most recent holistic rating.

2. Those earning a holistic rating of Accomplished or Skilled for their last full evaluation cycle within Strongsville City Schools may submit their evaluator request from the approved list of credential evaluators to their building principal/supervisor by September 1st. Evaluator assignments will be made on a first come-first serve basis until an evaluator reaches his/her cap. An evaluator cap is equal to the number of annual evaluations required in the building divided by the number of building-level evaluators. Teachers/school counselors/non-OTES personnel who are not assigned a selected evaluator based on their request will have an evaluator assigned.

2. Those earning a holistic rating of Developing or Ineffective for their last full evaluation cycle within Strongsville City Schools will be assigned an evaluator from the approved list of credentialed evaluators.

D. Procedure for Professional Growth Plan and Improvement Plan

1. Based on the results of the annual evaluation process, all certified personnel (OTES 2.0/Non-OTES/OSCES) must complete a Professional Growth Plan every year regardless of being in a formal evaluation cycle. This plan must be submitted within the first two weeks of the first day of school for students. Plans will be shared with evaluators based on the direction of the Assistant Superintendent. Professional Growth Plans shall align to any District or building goals.

   a. OTES 2.0 teachers/Non-OTES personnel/school counselor earning a holistic rating of Accomplished will develop a *Self-Directed Professional Growth Plan*.

   b. OTES 2.0 teachers/Non-OTES personnel/school counselor earning a holistic rating of Skilled will develop a *Joint Professional Growth Plan* with their Evaluator.

   c. OTES 2.0 teachers/Non-OTES personnel/school counselor earning a holistic rating of Developing will develop a *Guided Professional Growth Plan* with their Evaluator.

2. As a result of the evaluation process, certified personnel (OTES/Non-OTES/OSCES) may be placed on a written Improvement Plan. Certified personnel will be placed on a written Improvement Plan when one or more of the following criteria are met:

   a. OTES 2.0 teachers/Non-OTES personnel/school counselor earning a holistic rating of Ineffective;

   b. OTES 2.0/Non-OTES/school counselor personnel receive an overall ineffective rating on any of the elements of the evaluation rubric.

3. If multiple ineffective ratings are present, the evaluator will select one (1) area of focus for the Improvement Plan. Certified personnel may be granted two (2) additional ineffective ratings of focus on their Improvement Plan based upon the request of certified personnel.

4. If corrective actions are not made within the time as specified in the Improvement Plan, a recommendation may be made to continue on the Improvement Plan or nonrenewal/termination. Termination of a teacher's or Non-OTES/school counselor contract shall be according to ORC 3319.16 and related provisions.

E. Procedure for Observations

1. Certified personnel earning a holistic rating of "Accomplished" per the most recent final summative rating will be formally evaluated every three years. It is expected the certificated personnel submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation, and the evaluator determines that the certificated personnel is making progress on the plan. Certified personnel earning a holistic rating of "Skilled" per the most recent final summative rating will be formally evaluated every two years. It is expected the certificated personnel and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation, and the evaluator determines that the certificated personnel is making progress on that plan. Certified personnel shall be observed in accordance with the following schedule.

   The Board shall not conduct evaluations of certified personal who:

   a. Were on leave from the District for fifty percent (50%) or more of the school year, as calculated by the Board;

   b. Submitted notice of retirement that was accepted by the Board not later than December 1st of the school year in which the evaluation is otherwise scheduled to be conducted; or

   c. Are participating in a teacher residency program under R.C. 3319.223 for the year during which that teacher takes, for the first time, at least half of the performance-based assessment prescribed by the State Board of Education for resident educators, so long as the teacher was evaluated the previous year by the district.

	Minimum Observations Per Year	Timeline for Completion of Observations
All OTES / Non-OTES Personnel with a: • Resident Educator License	Two Formal	• First observation will be completed no later than November 15th • Second observation will be completed no later than May 1st • Walkthroughs (two per observation cycle) will be completed anytime • Summative (written) report will be provided no later than May 10th
All OTES / Non-OTES / School Counselor Personnel with a: • Professional / Permanent License and a Limited Contract • Professional / Permanent License and a Continuing Contract in Years to be Formally Evaluated • Professional / Permanent License, a Continuing Contract and Did Not Receive Two Observation Cycles in the Previous School Year	Two Formal	• First observation will be completed no later than the end of the first semester • Second observation will be completed no later than May 1st • Walkthroughs (two per observation cycle) will be completed anytime • Summative (written) report will be provided no later than May 10th
All OTES / Non-OTES / School Counselor Personnel with a: • Limited Contract Under Consideration for Nonrenewal	Three Formal	• First observation will be completed no later than November 15th (Resident Educators only). • Second observations will be completed no later than February 15th • Third observation will be completed no later than May 1st • Walkthroughs (two per observation cycle) will be completed anytime • Summative (written) report will be provided no later than May 10th • Notice of nonrenewal will be provided no later than June 1st
All OTES / Non-OTES / School Counselor Personnel with a: • Professional / Permanent License and a Continuing Contract Planning to Retire • Teachers on an approved leave for more than 50% of the year	One Informal	• Official letter of retirement must be submitted by December 1st or prior to the date of the first formal observation in order to forgo the formal evaluation process for their last year prior to retirement. • One observation/conference will be completed between September 1st - April 1st • The observation will be announced / unannounced per teacher discretion • The observation will be a minimum of twenty (20) minutes with a post-conference no more than ten (10) days after the observation • The goal of this observation/conference is to engage in professional dialogue about teaching and learning through a coaching lens, build relationship between teacher and administrator, provide support, and review goals and progress associated with the Professional Growth Plan

	Minimum Observations Per Year	Timeline for Completion of Observations
		• No form or formal write-up is permitted and nothing regarding (other than the dates) the observation/conference will be placed in any building and/or district file
All OTES / Non-OTES / School Counselor Personnel with a: • Professional / Permanent License and a Continuing Contract in Years Not to be Formally Evaluated	One Informal	• One observation/conference will be completed between September 1st - April 1st • The observation will be announced/ unannounced per teacher discretion • The observation will be a minimum of twenty (20) minutes with a post-conference no more than ten (10) days after the observation • The goal of this observation/conference is to engage in professional dialogue about teaching and learning through a coaching lens, build the relationship between teacher and administrator, provide support, and review goals and progress associated with the Professional Growth Plan. • No form or formal write-up is permitted and nothing regarding (other than the dates) the observation/conference will be placed in any building and/or district file.

2. All formal observations shall be announced and consist of one (1) class period in the Middle School/High School and a minimum of thirty (30) minutes in Preschool/Elementary School.

3. All formal observations shall be preceded by a pre-conference between the evaluator and the employee no more than five (5) school days prior to the observation in order for the employee to present evidence for the evaluation rubric and provide an overview of the intended observation.

4. A post-observation conference shall be held within ten (10) school days after each formal observation to provide an overview of the observation, communicate areas of strength and improvement, and present evidence related to the evaluation rubric.

5. After the post-conference, certified personnel will receive written evidence of performance on the evaluation rubric within thirteen (13) school days after the observation.

6. With an observer present, a lesson can be recorded with certified personnel approval. With no observer present, a lesson can be video recorded and count only for one (1) observation upon mutual agreement between the evaluator and certified personnel.

7. If any elements are rated ineffective on the rubric, the teacher shall be provided a reasonable period of time in which to improve performance in the elements identified as ineffective. This shall normally mean that there shall be not less than four (4) weeks between the time an ineffective element is identified to the teacher and the evaluator completes an additional observation.

F. Classroom Walkthrough Procedure

1. Classroom walkthroughs are a part of the teacher evaluation system for OTES/Non-OTES teachers and media specialists only. Classroom walkthroughs are not a part of the evaluation system for School Psychologists, Speech Language Pathologists, Guidance Counselors, Transition Coordinators and the District Nurse. Summary data collected through a series of walkthroughs will inform the summative performance rating. Classroom walkthroughs are to be five (5) to fifteen (15) minutes in length, occur twice per observation cycle (not on the same day), no later than the post-conference meeting, and are all unannounced unless the teacher/media specialist makes a request (one per observation cycle) to schedule a classroom walkthrough based on an identified area of refinement.

G. High Quality Student Data for OTES 2.0 Teachers

1. In determining student performance, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES 2.0). The teacher evaluation will use at least two measures of district-determined high-quality student data to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable. Other measures may include ODE approved vendor assessments used by the district and/or district determined instruments.

2. HQSD measures shall be aligned by grade level/subject area. If vendor assessments are elected to be used as a measure of HQSD, they shall be used by each teacher within the grade level/subject area. District determined instruments shall be established through a collaborative process by the grade level/subject area teacher based team. These instruments must adhere to the definition of high-quality student data as established by the OTES 2.0 framework.

H. School Counselor Evaluation

1. For the purpose of evaluation for school counselors, the state OSCES rubric and framework will be utilized.

I. Final Evaluation Procedures

1. Each evaluation will result in a holistic rating of Accomplished, Skilled, Developing, or Ineffective inclusive of the student growth metric.

2. For Non-OTES certified personnel, the effectiveness rating will be solely based on performance in relation to the evaluation rubric (100%).

J. OTES Reporting of Teacher Data

1. The parties shall only report information required to complete the teacher's Final Summative Rating into the OhioES system or any other system required by the state.

K. Procedure for Evaluating Teachers with Supplemental Contracts

1. Teachers with supplemental contracts will be evaluated in accordance with the supplemental contract evaluation forms.

2. The evaluator will be the administrator with direct knowledge (e.g., observation of performance goals/objectives; assessment of end product) of the teacher's supplemental contract performance.

3. A meeting will be held with the evaluator and teacher prior to issuance of the supplemental contract to establish goals and objectives. Where applicable, the head coach/director will have input into the teacher's goals and objectives.

4. The final evaluation will be completed within thirty (30) calendar days of the completion of the supplemental contract.

5. Teachers who voluntarily perform supplemental contract work shall not be evaluated.

L. Complaints Against Teachers

When a complaint is made concerning a teacher's conduct or other activities relating to the teacher's employment duties, an administrator will not use the complaint in the evaluation process or in any potential disciplinary action unless the administrator first informs the teacher, within one (1) school day of receipt of the complaint of the nature of the complaint and the parties involved. Anonymous complaints shall be given no credence. This provision does not apply to complaints involving alleged criminal conduct or child abuse complaints which will be the subject of investigation by a governmental agency.

ARTICLE 6 – TERMINATION OR NON-RENEWAL OF CONTRACT

A. Termination of Existing Contract

Termination of a teacher's contract shall be according to ORC 3319.16 and related provisions.

B. Non-renewal of a Contract (does not apply to long-term substitutes)

1. Any teacher other than a long-term substitute teacher employed under a limited contract and whose regular teaching contract is not to be renewed shall be notified in writing on or before April 30th. For the purpose of this subsection, posting such notice in the U.S. Mail by registered or certified mail on or before April 27th to such a teacher's last known mailing address shall constitute timely "notice" to a member.

2. If the teacher is notified of the Superintendent's intention to recommend non-renewal, the teacher shall, upon written request filed with the Superintendent within ten (10) working days of receiving notice of the Superintendent's intention, be entitled to a hearing with the Superintendent. Upon request, the Superintendent shall provide written reasons to the teacher for the recommended non-renewal. Upon receiving the request for hearing, the Superintendent shall establish a mutually agreeable hearing date with the teacher and/or the teacher's representative. Such hearing shall be held within ten (10) working days of the receipt of the request. At such hearing teacher and/or his/her representatives may present evidence as to why the teacher should not be non-renewed. Within five (5) working days after the hearing, the Superintendent will issue his/her written decision regarding the employment of the teacher. If the Superintendent determines to recommend non-renewal, the teacher may request and shall be granted a hearing (public or private at the teacher's election) with the full Board before the Board acts upon the Superintendent's non-renewal recommendation. At such hearing the teacher shall have right to a representative designated by the Association.

3. The parties agree that this procedure shall supersede and take the place of the provisions of ORC 3319.11 and 3319.111 with respect to evaluation rights and non-renewal rights of notice, and hearing.

4. Only alleged failures to comply with the procedural aspects of this Article are subject to the grievance procedure.

C. Notice of intent to non-renew shall not be given until the evaluation procedure (Article 5) has been completed. A teacher cannot be non-renewed if any of the evaluation procedure timelines found in Article 5 has been violated (does not apply to long-term substitutes).

ARTICLE 7 – TEACHER BACKGROUND CHECK

A. In the event it is necessary for the Board to employ a teacher prior to having received the results of the criminal records investigation, that teacher's employment shall be contingent upon subsequent receipt by the Board of a report from the Bureau of Criminal Identification and Investigation (BCII) which is not inconsistent with the teacher's answers to questions on the job application.

B. In such event, if a report is subsequently received from the BCII which is inconsistent with the teacher's answers to questions on the job application, the teacher shall be notified in writing. If the teacher does not deny the accuracy of the BCII report, the action of the Board employing such teacher shall be void without any further act by any party, and with the necessity of proceedings under ORC 3319.16 to formally terminate such teacher's contract of employment.

C. If the teacher denies the accuracy of the BCII report, the teacher shall immediately be placed on leave without pay or benefits for a period of up to ninety (90) days. If within that period, the Board receives a corrected report from BCII which is not inconsistent with the teacher's answers to questions on the job application, the teacher shall be returned to duty to resume his/her contract status in effect as of the beginning of such leave. If within the period of such leave the Board does not receive a corrected report from BCII which is consistent with the teacher's answers to questions on the job application, the action of the Board employing such teacher shall be void without any further act by any party, and without the necessity of proceedings under ORC 3319.16 to formally terminate such teacher's contract of employment.

ARTICLE 8 – RENEWAL OR RESIGNATION OF CONTRACT

A teacher offered a contract of employment or renewal of a contract pursuant to this Article shall execute and return such contract to the Board Treasurer/designee within fifteen (15) days after receipt of contract or eighteen (18) days after contract is sent by registered or certified mail. Failure to execute and timely return the contract as required herein shall constitute a rejection of such offer of employment. After execution of the contract by the teacher and receipt of said contract by the Board Treasurer/designee no teacher shall resign from such contract after July 10th unless released by the Board.

ARTICLE 9 – FILING AND MAINTENANCE OF TEACHING CERTIFICATES/LICENSES

A. Each teacher shall be responsible for filing with the Assistant Superintendent all certificates/licenses issued to the teacher by the Ohio Department of Education within fifteen (15) days of receipt of such certificate/license or at such other times as may be

required by the terms of this Agreement. No right or privilege shall be asserted by a teacher by reason of any certificate/license not filed by the teacher as provided herein.

B. As a condition of employment and re-employment, all teachers shall keep current and file with the Assistant Superintendent all teaching certificates/licenses held at the time of initial employment by the Board and all certificates/licenses received after such employment. If the teacher permits a certificate/license(s) to expire, without renewal, placement on the seniority list is waived for that area(s) of certification/licensure. It shall be the responsibility of each teacher to apply and qualify for the renewal of any certificate/license in a timely fashion and to file such certificate/license with the Assistant Superintendent. Each teacher shall maintain the teaching certificate/license for each teaching area (grades, program or subject areas) in which the teacher has been assigned within the previous five (5) years.

ARTICLE 10 – REDUCTION IN FORCE (RIF)

(does not apply to long-term substitutes)

A. When the Board determines that for any of the following reasons it is necessary to reduce the number of teacher positions, a RIF shall be implemented:

1. Decreased enrollment of pupils.

2. Return to duty of teachers after leaves of absence.

3. Suspension of schools or territorial changes affecting the school district.

4. Financial reasons.

5. A decrease in funds for those positions funded in full or in part by non general fund monies (monies not in the 001 fund of the District's Appropriation) may result in reductions in said positions.

6. Elimination of programs, course offerings and/or the number of grade level sections.

B. To the extent possible, the number of teachers affected by a RIF will be minimized by not employing replacements for teachers who retire, resign or whose limited contracts are not renewed for reasons other than RIF. It is recognized that attrition alone may not be sufficient to accomplish necessary reductions.

C. Reductions needed beyond those available by attrition will be made by suspending contracts. Before a reduction in force occurs for the following school year, the Board shall act on the contracts of all teachers who are eligible for a continuing contract and all teachers who are eligible for a limited contract. Teachers holding continuing contracts shall have more seniority than those holding limited contracts in the same area of

certification/licensure. No preference for seniority shall be given except when making a decision between teachers who have comparable evaluations, as defined in Article 10(H) below. Once a teacher attains continuing contract status, he/she shall become more senior than other teachers in his/her area of certification/licensure who also hold continuing contract status and who have less seniority in the system. Those contracts to be suspended shall be chosen as follows:

1. All teachers (other than long-term substitutes) shall be placed on seniority lists in each teaching field for which they are certificated/licensed. Seniority shall be defined as the length of continuous service in the District.

    a. A year of seniority for full-time teachers will be a minimum of one hundred twenty (120) days of service in a school year. All teachers employed on or before January 1, 1994, who have been receiving a year of service credit for at least 3-3/4 hours per day (or the weekly equivalent) for at least one hundred twenty (120) days per year shall continue to receive such credit on that same basis.

    b. Seniority for a part-time teacher employed after January 1, 1994, [i.e., a teacher whose contract requires him/her to work fewer than seven and one-half (7-1/2) hours per day] shall be pro-rated based upon time actually worked in the District, e.g., a teacher employed half (.5) time for at least one hundred twenty (120) days in the District must work two (2) years in order to receive one year of service. Any amount over 1.0 years will accumulate to the next school year, e.g., a teacher employed as a .6 teacher one school year and employed as a .6 teacher the next school year will have accumulated 1.0 year of service with the .2 year accumulation being credited to the next school year.

    c. Seniority shall not be interrupted by authorized leaves of absence or RIF; however, a teacher on leave shall not accrue seniority while on leave or RIF status unless the leave is military leave or involuntary FMLA Leave.

2. Reduction in any area of certification/licensure shall be made from the bottom of the seniority list for that area of certification/licensure. A teacher affected may elect to displace the least senior teacher in another area of certification/licensure also held by the teacher. Prior to a contract suspension, a limited contract teacher must be given at least ninety (90) calendar days notice of his/her RIF; a continuing contract teacher must be given at least two hundred seventy (270) days' notice of his/her RIF. However, no preference for seniority shall be given except when making a decision between teachers who have comparable evaluations, as defined in Article 12(I) below.

3. If two or more teachers have the same length of continuous services, seniority shall be determined by:

a. The date of the Board meeting at which the teacher was hired, and then by:

b. The date the teacher signed his/her initial limited contract in the District;

c. The date on which the teacher submitted the first completed job application within the two (2) year period preceding the effective date of the teacher's first teaching contract with the Board if the date is available;

d. If any ties remain after (a), (b), and (c), they will be broken by lot.

D. The names of teachers whose contracts are suspended in a RIF shall be placed on a recall list until recalled for continuing contract teachers and up to sixty (60) months for limited contract teachers from the date of their reduction in force. Teachers on the recall list shall have the following rights:

1. No new teacher shall be employed by the Board while there are teachers on the recall list who are certificated/licensed for the vacancy, or who could be recalled to a different vacancy after the reassignment of existing employees to a vacant position for which they are certificated/licensed.

2. Teachers on the recall list shall be recalled in order of seniority in vacancies in areas for which they are certificated/licensed.

3. Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluations, as defined in Article 12(I) below.

4. If a vacancy occurs, the Board shall send a certified announcement to the last known address of the most senior teacher on the recall list who is qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. Any teacher who fails to respond within seven (7) calendar days, or who declines to accept a full-time position, shall forfeit all recall rights. A teacher who declines a part-time position shall remain on the recall list.

5. A teacher on the recall list shall, upon acceptance of the notification to resume active employment status, returns to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as said teacher enjoyed at the time of RIF. Where group insurance policies permit, a teacher on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to teachers in active employment provided the teacher pays the group rates for such benefits.

E. The Association President shall be given the District's seniority list for teachers and administrators in each area of certification/licensure by February 1st of each year.

F. No later than fifteen (15) calendar days prior to the effective date of a RIF, the Association President will be given a list of those teachers whose contracts are to be suspended in the reduction.

G. The administration will provide letters of recommendation for teachers affected by a RIF, and will attempt to provide other forms of assistance, where possible upon the request of the teacher.

H. Effective with the 2016-2017 school year, H.B. 153 and S.B. 316 will be fully implemented, and comparable evaluations for the purposes of Reduction in Force shall be defined as follows:

1. Tier III: A final rating of accomplished, skilled or developing* per the most recent evaluation.

2. Tier II*: A final rating of developing per the most recent evaluation and a rating of ineffective or developing per the previous two evaluations.

    a. Teachers holding Resident Educator licensure are not subject to H(2). Final ratings earned under a Resident Educator license shall be included in the three-year look back period once the teacher is working under a 5-year professional license.

3. Tier I: A final rating of ineffective per the most recent evaluation.

For the purposes of Reduction in Force, a Reduction of Force will begin with SEA members holding limited contracts in Tier I, and then move to Tier II and finally Tier III. If there are no remaining limited contract SEA members, a Reduction of Force will continue with SEA members holding continuing contracts in Tier I, and then move to Tier II and finally Tier III.

I. For the purposes of establishing a teacher's Tier for the purposes of Reduction in Force, a teacher's final rating in a given year shall be defined as the better of the teacher's performance rating or the teacher's OTES final summative rating.

ARTICLE 11 – DAYS IN SCHOOL TERM

A. The school year for teachers for the 2023-24 school year shall be in accordance with the Board adopted district calendar for the 2023-24 school year. For 2024-25 school year and thereafter, the school year for teachers shall not exceed one hundred eighty-six (186) days. Determination of the days utilized based on the options selected for these one hundred eighty-six (186) days shall be determined by the Superintendent on a two-year

cycle. The work calendar for teachers will be developed in accordance with Article 11(D).

1. A minimum of one hundred seventy six (176) to a maximum of one hundred eighty (180) days of classroom instruction.

2. One (1) day immediately prior to Convocation for room preparation.

3. One (1) day immediately prior to the opening of school for Convocation and other administratively called meetings.

4. One (1) record keeping day held as follows:

    a. One-half (1/2) day of record keeping to be scheduled within the last ten (10) school days of the first trimester and one-half (1/2) day of record keeping to be scheduled within the last ten (10) school days of the second trimester for Grs. PreK-5 teachers.

    b. One (1) day of record keeping on the last day of the first semester for Grs. 6-12 teachers.

5. A maximum of six (6) days of professional development.

    a. Professional development days may be held contiguously with the room preparation day and shall not be scheduled later than the final scheduled student day.

    b. One (1) day of professional development per school year for Intervention Specialists, Psychologists, Speech Language Pathologists, English Language teachers and Transition Coordinator will be utilized for case management responsibilities.

6. A maximum of four (4) parent conference sessions for the preschool, elementary schools, middle schools and high schools will be determined by the District. A committee will be established and provide a recommendation no later than January 31, 2024 as to the future utilization of parent conference sessions. The Assistant Superintendent and Association President will Co-Chair the committee and will mutually agree on the number of committee members. Committee membership will provide equal representation of Association and Administrative team members, as well as parents. Changes to parent conference sessions will be made by mutual agreement between the Superintendent and Association President. The dates of these conference days shall be given to teachers no later than May 1st of the previous school year. Each conference evening shall not exceed three (3) hours. Parent conference times for each session shall be as follows:

High School from 3:15 p.m. to 6:15 p.m.
Middle Schools from 4:00 p.m. to 7:00 p.m.
Elementary Schools from 4:45 p.m. to 7:45 p.m.
Preschool from 3:45 p.m. to 6:45 p.m.

7. Teachers may complete one day (6 hours) of professional development activities approved by the LPDC. If completed, the teacher shall receive 1/184th of the teacher's salary. If the activities are completed by the end of November, payment will be made with the last pay in December. If the activities are completed by June 30th, payment will be made with the last pay in July. These activities may include but are not limited to professional workshops, all day or portions of a day professional development activities at the District, building, grade, department level, or outside of the work day. The decisions of the LPDC will allow flexibility in approving teacher professional development needs. The LPDC will establish guidelines governing the types of professional development activities that will be approved. Pre-approval is recommended to guarantee acceptance by the LPDC. Payment of tuition or registration fees is the responsibility of the teacher undertaking the activity unless the activity is a District-sponsored activity.

B. Annually the Association and Board shall meet prior to the beginning of the school year to negotiate a contingency plan under which the District's students will make up days on which it was necessary to close schools for any of the reasons specified in ORC 3317.01(B), if any such days must be made up in order to comply with applicable requirements relating to length of school year.

C. New teachers to the system may be required to attend a maximum of two (2) additional days of orientation prior to the opening of the school year.

D. There shall be a twelve (12) member Calendar Committee established. Three (3) members shall be appointed by the Association President, three (3) members shall be appointed by the Superintendent/designee, three (3) members shall be classified staff appointed by their bargaining agent, and three (3) members shall be parents selected by the Superintendent/designee. This Calendar Committee shall review three two-year calendars by February 1st of each year to be presented to the Board with the Committee's recommendations.

ARTICLE 12 – TEACHER WORK LOAD

A. All Teachers

1. The regular school day for all teachers shall encompass seven and one-half (7-1/2) hours, including a thirty-minute (30-minute), duty-free lunch period.

2. Preparation time is defined as time during the school day when the teacher is not engaged in classroom instructional activity or duty-free lunch time and shall be

used by the teacher for preparation, individual conferences with students or other teachers, and conferences and telephone conferences with parents.

a. When there is an adjustment of normal schedule, every effort will be made to minimize the loss of preparation time. In the event that a particular teacher loses more than five (5) preparation periods during a semester or all of his/her preparation periods on two (2) consecutive days, coverage will be arranged by the building administration.

b. In computing preparation periods, time increments of ten (10) minutes or less shall not be counted.

3. All teachers, excluding psychologists, guidance counselors, and transition coordinator, may be required to be available for mandatory administrator-scheduled faculty, division, departmental, grade-level, and/or ad hoc meetings no more than a total of thirty (30) hours per year outside of the teacher's workday. Teachers exceeding the maximum hour requirement shall be paid at a rate of Fifteen Dollars ($15.00) per hour contingent upon the SEA member maintaining an accurate log of meeting hours attended outside of the teacher work day submitted to and verified by the principal/designee on a quarterly basis upon exceeding the thirty (30) hour maximum. Such meetings or conferences will not extend beyond the teacher's departure / arrival time more than sixty (60) minutes.

Psychologists, guidance counselors, and transition coordinator may be required to be available for the aforementioned meetings outside the work day with no limitation on the total number of hours, as long as forty-eight (48) hours notice is provided in writing for non-emergency issues. Any psychologists, guidance counselors, or transition coordinator required to stay without said written request for non-emergency issues shall be paid at a rate of Fifteen Dollars ($15.00) per hour upon documentation of any non-emergency meeting request given with less than forty-eight (48) hours notice submitted to and verified by the principal/designee at the time of the meeting.

Any SEA member that holds a supplemental contract that requires meetings outside of the teacher work day shall not have these hours counted towards the maximum hour requirement.

4. All teachers may be required to attend Open House and one (1) other after-school or evening activity during the school year. The combined time for Open House and one (1) other after-school or evening activity (second duty) shall not exceed six (6) hours per school year.

a. No teacher can be required to attend a second duty that exceeds three (3) hours in duration.

b. However, a teacher may volunteer to be assigned to a second duty that exceeds three (3) hours in duration and attending such an activity will satisfy the second duty requirement for the school year. The teacher who attends a second duty that exceeds three (3) hours in duration may apply for six hours form credit for the time he/she attended the activity that was in excess of three (3) hours. The administration has the right to limit the number of teachers who volunteer to attend an after-school/evening activity that exceeds three (3) hours in length.

5. No required attendance meetings shall be scheduled immediately after school on the second Tuesday of each month school is in session.

6. Teachers other than those working in specially funded classes, shall receive an extra fifteen-minute (15-minute), duty-free preparation period on any day in which he/she teaches a split level class (e.g., part second grade and part third grade; part German I and part German II) for each split-level class he/she teaches.

7. Paid Substitution

a. A teacher may volunteer to serve as a period substitute during his/her preparation period. At the elementary level, a period is defined as forty (40) minutes. To assume the responsibilities of teaching a class in lieu of a casual substitute, the teacher shall be paid at the rate of .000886 of the BA base for each period or portion thereof. If a class is split and given to different teachers, each substituting teacher will be paid at the rate of .000886 of the BA base salary for each period.

b. All teachers shall be canvassed and a voluntary pool developed in each school identifying those teachers willing to substitute during their preparation period.

c. A teacher of a self-contained unit of M/I or M/M students that must cover for an absent aide during the teacher's preparation, duty, TBT, Team, or lunch time shall be paid at the rate of .000886 of his or her per diem salary for each period of substitution. If administration offers qualified coverage that is rejected by the teacher, the teacher shall not be entitled to this remuneration.

d. A teacher may volunteer to serve as a period substitute for an M/I or M/M aide during their preparation or duty period at the rate of .000886 of the BA base for each period or portion thereof. No teacher shall be compelled to involuntarily serve as a period substitute for an M/I or M/M aide.

e. A teacher of a self-contained unit of M/I or M/M students who teaches a class with two or more aides absent without substitute coverage at any

point in the day shall be paid at the rate of .000886 of his or her per diem salary per day.

8. The home school principal for a traveling teacher and the Assistant Superintendent will be deemed responsible for resolving any scheduling problems that may exist for traveling teachers and every reasonable effort will be made to equalize planning time. Each time a teacher is required to travel between buildings during the school day, he/she shall be given twenty (20) minutes of travel time in addition to her/his lunch time and preparation time.

9. When state or District-mandated diagnostic tests need to be given to a student individually, the student's regular teacher shall administer the diagnostic test, and a substitute teacher shall be provided to teach the rest of the class while the diagnostic test is being administered.

10. For the purposes of Article 12, a Teacher Based Team (TBT) is defined as follows:

    A Teacher Based Team is a team of teachers with structured time to share, plan, develop, implement and collaborate on instructional strategies, review and revise the impact of teaching practice and student learning. The purpose of TBTs is to positively impact student learning, use student learning evidence to inform our impact, and to optimize adult performance. Responsibilities may include, but are not limited to, generating standards-based common assessments, creating pre-assessment/post-assessment instruments, collecting, charting, and analyzing student data, and determining and implementing differentiated research-based instructional strategies based on their students' learning needs to design meaningful and engaging lessons.

B. Elementary School Teachers

1. The normal teaching load at the elementary level (Pre-K to 6) shall provide each teacher with at least three hundred fifty (350) minutes per week within the teacher day for preparation time.

2. Elementary teachers will be assigned a thirty (30) minute supervisory and academically focused duty time three (3) days per week. The thirty (30) minute duty time shall be 8:30 – 9:00 a.m., 3:30 – 4:00 p.m., or the thirty (30) minutes before or after lunch. Elementary teachers will be assigned two (2) days per week of teacher-based team duty time. One (1) teacher-based team duty shall be forty-five (45) minutes from 8:15 - 9:00. On this day, teachers' work day shall end at 3:45. One (1) teacher-based team duty shall be the thirty (30) minutes before or after lunch. Duty time on the early release or two-hour delay schedules will be no more than thirty (30) minutes prior or thirty (30) minutes after the student day.

3. Effective with the 2023-24 school year and thereafter, for up to one (1) day per week, the teacher may be assigned one supervisory duty with an academic or non-academic focus. Duties will be assigned in an equitable manner. Each building principal will determine a schedule for these duties within the first two (2) weeks of the school year. Supervisory duties shall only include those duties implemented in the preceding school year. New duties may be added as agreed upon by the SEA President and the Superintendent / Designee.

4. Teachers holding the following positions / roles shall utilize their one (1) day of supervisory duty per week by supporting the responsibilities of the position.

   a. Instructional Coach
   b. Intervention Specialist
   c. Media Specialist
   d. Psychologists
   e. Speech Language Pathologists
   f. Teacher Based Team Coach
   g. Technology Coach
   h. Traveling Teacher

5. Effective with the 2023-24 school year and thereafter, for two (2) days per week, the teacher's duties will be academically focused. On these days, the teacher shall use his/her duty time to work individually or collaboratively on work that aligns to district areas of focus and the needs of our students.

6. Effective with the 2023-24 school year and thereafter, two (2) days per week the teacher's assigned duty shall be Teacher-Based Team (TBT) Collaboration.

   a. A meeting schedule shall be developed by the building principal and communicated to the teachers within the first two (2) weeks of the school year.

   b. Meeting minutes, including members present, meeting topics and a summary of the meeting focus and possible next steps, shall be kept and available to all participants and administration.

   c. Administrators and teachers will engage in a good faith effort to collaboratively determine the focus for TBT meetings.

   d. In the event of a change to the structure of the daily bell schedule, the SEA President shall meet with the Superintendent to collaboratively explore changes to the structure of this TBT Collaboration time.

7. Teachers may volunteer to perform recess supervisory duties at the elementary schools. Teachers who volunteer for such duty will be paid five and one-half percent (5-1/2%) of the BA base salary in effect at the start of the school year. In

the event of an emergency, teachers may be assigned to recess supervision duty and shall be compensated for time spent at the above rate.

8. Elementary teachers shall not be required to remain in their classrooms when other teachers certificated/licensed to teach in special areas such as art, music, or physical education are in charge of such classes, unless through prior written notification, a teacher's presence is necessary for specific activity.

9. At the elementary level (grades kindergarten through 5) the Board shall provide instruction through the use of a specialist for art for forty-five (45) minutes, music for forty-five (45) minutes, and physical education for forty-five (45) minutes on a one (1) week rotation. At the Pre-K level, the Board shall provide at least twenty (20) minutes of art, music and physical education per week.

10. A maximum of eighteen (18) hours of planned media instruction per school year shall be flexibly and mutually scheduled by the media specialist and the elementary classroom teacher. This scheduling shall be initiated by the elementary classroom teacher. The teacher may participate in the media activity with the media specialist.

11. Elementary Building Scheduling Committee

    a. The Committee shall be comprised of:

        1) A minimum of two (2) Association members from the building staff, to include an Intervention Specialist and a classroom teacher.

        2) Building Principal

        3) The Principal shall inform the Association President and Assistant Superintendent of the date and members of the committee.

    b. All members may be available to meet at a mutually agreed upon date within the first two (2) weeks of the start of the school year.

    c. Responsibilities of the committee will be:

        1) Review the building schedule.

        2) Discuss building intervention caseload, service, and common planning time.

    d. The finalization of the building schedule will be decided by the Building Principal.

C. Middle School Teachers

1. Teachers at the middle school (grades 6 through 8) shall have six (6) assignments, one (1) preparation period each day, one (1) required team planning period, and one (1) thirty (30) minute student assistance (i.e., intervention/enrichment) period. One of the six (6) assignments shall be other than an assigned teaching class. "Student assistance" is defined as curricular and/or developmental activities to extend or enhance student learning as determined by the team.

2. After the first two weeks of school, during a given week, the team planning period shall be composed of no more than three (3) days with interdisciplinary Teacher Based Team (TBT) collaboration meetings and no more than three (3) days of departmental/grade-level Teacher Based Team (TBT) collaboration meetings.

    a. A meeting schedule shall be developed by the building principal and communicated to the teachers within the first two (2) weeks of the school year.

    b. Meeting minutes, including members present, meeting topics and a summary of the meeting focus and possible next steps, shall be kept and available to all participants and administration.

    c. Due to scheduling logistics, a teacher's preparation time on a given day may need to be used to accommodate meeting with his/her TBT. In this event, the teacher shall recover this lost preparation time by using his/her team planning time on that day as his/her preparation time.

    d. Administrators and teachers will engage in a good faith effort to collaboratively determine the focus for TBT meetings.

    e. In the event of a change to the structure of the daily bell schedule, the SEA President shall meet with the Superintendent to collaboratively explore changes to the structure of this TBT Collaboration time.

3. Middle school teachers will be assigned five (5) instructional periods and one (1) duty period.

4. Effective with the 2023-24 school year and thereafter, for up to three (3) days per week, the teacher may be assigned one supervisory duty with an academic or non-academic focus. Duties will be assigned in an equitable manner. Each building principal will determine a schedule for these duties within the first two (2) weeks of the school year. Supervisory duties shall only include those duties implemented in the preceding school year. New duties may be added as agreed upon by the SEA President and the Superintendent / Designee.

5. Teachers holding the following positions / roles shall utilize their three (3) days of supervisory duty per week by supporting the responsibilities of the position.

   a. Instructional Coach
   b. Intervention Specialist
   c. Media Specialist
   d. Psychologists
   e. School Counselors
   f. Speech Language Pathologists
   g. Teacher Based Team Coach
   h. Team Leader
   i. Technology Coach
   j. Traveling Teacher

6. Effective with the 2023-24 school year and thereafter, for two (2) days per week, the teacher's duty will be academically focused. On these days, the teacher shall use his/her duty time to work individually or collaboratively on work that aligns to district areas of focus and the needs of our students.

7. All reasonable efforts will be made to achieve a schedule wherein no teacher, including special education teachers, has four or more distinctly different academic and/or science laboratory course preparations per day. Support and/or Resource Room shall not be considered as preparations. Any teacher with four or more distinctly different academic or science laboratory course preparations shall have a teaching load of four (4) assignments.

8. For the purposes of this Agreement, academic courses are defined as those taught in the general education or SCLC setting in the following subject areas: English, Math, Science, and Social Studies. Distinctly different course preparations satisfy either of the following criteria:

   a. Those whose content, course of study and/or subject objectives are substantially different. Examples include Algebra I and Pre-Algebra.

   b. Co-Teaching for the purpose of qualifying as a distinctly different course preparation is defined as a general education and special education teacher working together with groups of students, sharing the planning, organization, delivery, and assessment of instruction, as well as the physical space. Co-taught courses shall constitute a distinct course preparation as defined below.

      1) A general education teacher teaching a non co-taught course(s) (e.g., Algebra I) and the same co-taught course(s) (e.g., Algebra I) shall be considered one (1) course preparation.

2) A special education teacher teaching a co-taught course (e.g., Algebra I) with one or more general education teachers in the same course (e.g., Algebra I) for repeated periods shall be considered one (1) course preparation.

9. This provision excludes special education teachers servicing moderate/intensive students, as well as those servicing students in alternative educational settings (e.g., ASAP, etc.).

10. Middle school teachers assigned to bus duty shall not be assigned beyond the regular school day and, likewise, will not receive additional compensation for that duty.

11. At the middle school level, except for teaching assignments, preparation time, lunch, student assistance time, and collaborative team planning time, teachers may be assigned supervisory duties.

D. High School Teachers

1. Teachers at the high school shall have six (6) assignments and one (1) full preparation period. Of the six (6) assignments, high school teachers will be assigned five (5) instructional periods and one (1) duty period.

2. Effective with the 2023-24 school year and thereafter, for up to one (1) day per week, the teacher may be assigned one supervisory duty with an academic or non-academic focus. Duties will be assigned in an equitable manner. Each building principal will determine a schedule for these duties within the first two (2) weeks of the school year. Supervisory duties shall only include those duties implemented in the preceding school year. New duties may be added as agreed upon by the SEA President and the Superintendent / Designee.

3. Teachers holding the following positions / roles shall utilize their one (1) day of supervisory duty per week by supporting the responsibilities of the position.

a. Class Advisor - Senior Class Only
b. Department / Division Chairs
c. Instructional Coach
d. Intervention Specialist
e. Media Specialist
f. Psychologists
g. School Counselors
h. Speech Language Pathologists
i. Teacher Based Team Coach
j. Technology Coach
k. Transition Coordinator
l. Traveling Teacher

4. Effective with the 2023-24 school year and thereafter, for two (2) days per week, the teacher's duties will be academically focused. On these days, the teacher shall use his/her duty time to work individually or collaboratively on work that aligns to district areas of focus and the needs of our students.

5. Effective with the 2023-24 school year and thereafter, two (2) days per week the teacher's assigned duty shall be Teacher-Based Team (TBT) Collaboration.

    a. A meeting schedule shall be developed by the building principal and communicated to the teachers within the first two (2) weeks of the school year.

    b. Meeting minutes, including members present, meeting topics and a summary of the meeting focus and possible next steps, shall be kept and available to all participants and administration.

    c. Due to scheduling logistics, a teacher's preparation time on a given day may need to be used to accommodate meeting with his/her TBT. In this event, the teacher shall recover this lost preparation time by using his/her duty period on that day as his/her preparation time. Every reasonable effort shall be made to avoid a teacher not having individual preparation time on a given day, though it is recognized that this event will sometimes be unavoidable due to these scheduling logistics.

    d. Administrators and teachers will engage in a good faith effort to collaboratively determine the focus for TBT meetings.

    e. In the event that a teacher believes that a meaningful TBT arrangement is infeasible given scheduling restrictions, that teacher shall meet with the Principal/designee to explore possible TBT arrangements. If the Principal/designee determines that there exists no meaningful TBT arrangement, that teacher may be assigned a third administratively-assigned duty period each week.

    f. In the event of a change to the structure of the daily bell schedule, the SEA President shall meet with the Superintendent to collaboratively explore changes to the structure of this TBT Collaboration time.

6. All reasonable efforts will be made to achieve a schedule wherein no teacher, including special education teachers, has four or more distinctly different academic and/or science laboratory course preparations per day. Support and/or Resource Room shall not be considered as preparation. Any teacher with four or more distinctly different academic or science laboratory-course preparations shall have a teaching load of four (4) assignments.

7. For the purposes of this Agreement, academic courses are defined as those taught in the general education or SCLC setting in the following subject areas: English, Math, Science, Social Studies, and World Language. Distinctly different course preparations satisfy either of the following criteria:

   a. Those whose content, course of study and/or subject objectives are substantially different. Examples include French I and French II, Algebra I and Pre-Algebra. Honors, general, and advanced placement courses which are so designated in the student course schedule shall be deemed a distinctly different preparation from non-honors, non-general, or non-advanced placement courses in the same instructional area. Examples include Chemistry and AP Chemistry.

   b. By mutual agreement of the teacher, building principal, and SEA President, an Advanced Placement (AP) course with an enrollment of ten (10) or less students may be excluded from counting as a distinctly different preparation and be run without additional compensation or reduction in teaching load.

   c. Co-Teaching for the purpose of qualifying as a distinctly different course preparation is defined as a general education and special education teacher working together with groups of students sharing the planning, organization, delivery, and assessment of instruction, as well as the physical space. Co-taught courses shall constitute a distinct course preparation as defined below.

      1) A general education teacher teaching a non co-taught course(s) (e.g., Algebra I) and the same co-taught course(s) (e.g., Algebra I) shall be considered one (1) course preparation.

      2) A special education teacher teaching a co-taught course (e.g., Algebra I) with one or more general education teachers in the same course (e.g., Algebra I) for repeated periods shall be considered one (1) course preparation.

8. This provision excludes special education teachers servicing moderate/intensive students, as well as those servicing students in alternative educational settings (e.g., ASAP, etc.).

9. In the event that a high school general education teacher attends two (2) or more IEP or 504 meetings in a given week, the teacher shall be relieved of their administratively assigned duty that week or the next week.

10. At the high school level, except for teaching assignments, preparation time, and lunch, teachers may be assigned inside supervisory duties.

E. Duty Reassignment

The teacher may request, in writing, reassignment to a different duty at any time. Reassignments will be made based on mutual agreement between the SEA President and Building Principal.

F. Special Education Teachers

1. Special education teachers involved in the writing of IEPs shall be responsible to attend parent conferences as scheduled.

3. Special education teachers involved in IEP meetings that extend beyond the regularly scheduled day and extend beyond the thirty (30) hours of administratively-scheduled meetings allowed under Subsection A.2 above will be paid fifteen dollars ($15) for each additional hour worked outside of the workday beyond thirty (30) hours. The additional compensation is contingent upon the special education teacher maintaining an accurate log of all meetings that the teacher was required to attend outside of the teacher's workday. The additional compensation will be paid in accordance with the normal payroll periods upon submission of the proper paperwork.

G. School Psychologists and Speech Language Pathologists (SLPs)

1. Extended School Year (ESY) and Summer Work

a. A School Psychologist and SLP shall be paid at their own per diem rate for any contracted ESY and Summer work for which he/she is performing regular job duties.

b. For any contracted ESY and Summer work, the Board shall establish the approved number of hours. Any changes to the approved number of hours must be approved by the Board.

c. Neither a School Psychologist nor an SLP shall be compelled to do ESY or Summer work; this work shall be voluntary.

d. Any available ESY and Summer work for a School Psychologist or SLP shall be offered according to the following procedures:

i. Such work shall be first offered to either the School Psychologist/SLP who was assigned to the student during the most recent school year or who will be assigned the next year.

ii. In the event that the School Psychologist/SLP to whom the work is originally offered declines the work or is unable to complete it within

the needed timeline, the work shall then be offered to all School Psychologists/SLPs who work with students at the same age level.

iii. If no School Psychologist/SLP who works with students at the same age level accepts the work, it will then be opened to all School Psychologists/SLPs.

2. Parent/Teacher Conferences

a. School Psychologists and SLPs shall report to work on any day in which there is a full day of Parent/Teacher conferences. On such a day, School Psychologists and SLPs are not required to participate in full conferences; they will do necessary job-related work as well as meetings with parents. They may work their normal hours, or the adjusted hours being worked by members participating in conferences. Any adjustment of their normal hours should be communicated in advance to the building principal.

b. School Psychologists and SLPs shall not be required to attend any Parent/Teacher conferences which are held after the completion of a school day. On such a day, they may leave work after their normal hours have been completed.

3. Professional Development

a. School Psychologists and SLPs may provide suggestions/feedback regarding the following year's Professional Development

b. Separate Subcommittees of School Psychologists and SLPs may be formed to review the suggestions/feedback and provide input regarding the following year's Professional Development.

4. Reasonable efforts shall be made to construct fair and equitable workloads both among the School Psychologists and among the SLPs. It is recognized that the number of students on a caseload is not the only determining factor in workload, as demonstrated by the workload calculator. In the event that a School Psychologist or SLP believes that his/her workload is unreasonable, this member shall have the right to meet with the Director of Pupil Services and the S.E.A. President to discuss the matter.

5. In the event of a long-term absence of a School Psychologist or SLP, the following procedures shall be followed:

a. The Board shall post for a substitute. If the long-term absence is planned in advance, the posting shall be made in advance of the absence.

b. If no substitute coverage can be hired, the Board may audit workloads to investigate whether a member has the ability, within reason, to add to his/her workload.

c. After the above steps, if there is remaining work to be covered, the Board shall solicit for members who would agree to take on extra work to be compensated at their own per diem rate, paid by timesheet for work beyond their regular workday. The Board shall have the right to decide who takes on the extra work.

H. Flexible Scheduling

1. At all grade levels, building principals shall have the right to ask individual teachers to volunteer for a flexible duty schedule that would allow a teacher's supervisory duty, or a teacher's instructional duty, to be scheduled before or after the regular work day.

2. Teachers who volunteer for a flexible duty schedule shall have the starting time and ending time of their work day adjusted to accommodate this scheduling change. In no instance shall a teacher be required to work more than the regularly defined workday.

3. The building principal shall notify the SEA President, in writing, prior to the implementation of any mutually agreed upon modification to a teacher's duty schedule.

I. Building Assistant Teachers

The employee who worked as a Building Assistant Teacher during the 2012-13 school year shall be assigned only to the High School with assignment of Strongsville Academy/Credit Recovery for no less than five (5) periods. Duties will include, but not be limited to, monitoring students, data tracking, assisting the teacher assigned to the position, and other duties as assigned. For the remaining periods required outside Strongsville Academy responsibilities, the Building Assistant Teacher will be assigned a duty period in accordance with available duties per the collective bargaining agreement, excluding period substitution. The Building Assistant Teacher shall be paid at the State minimum salary starting in the 2019-2020 school year with the associated negotiated salary percentage increases added each year thereafter. If there is a requirement by the State to increase this salary, both parties will meet to bargain salary and assignment.

ARTICLE 13 – TEACHER ASSIGNMENT AND TRANSFER

(does not apply to long-term substitutes)

A. General

1. A transfer is defined as a change in the teacher's building, grade level and/or subject area taught.

2. The original assignment of teachers and their transfer to positions, schools and departments in the District shall be made by the Superintendent/designee.

3. The factors which the Superintendent/designee shall consider in making original assignments or transfers of teachers shall include (listed in random order):

   a. Teachers' letters of intent
   b. Contributions which teachers could make toward the fulfillment of the goals and objectives of the District
   c. Satisfying personnel needs, meeting the needs of the pupils
   d. Seniority in the District
   e. The desire of the teacher involved
   f. The teacher's competency and certification/licensure
   g. Instructional requirements
   h. Teacher availability
   i. Recommendations of principals and supervisors

4. Before making any involuntary transfers the Superintendent/designee shall discuss the potential transfer with all teachers within the building who might be affected by the transfer. The prime factor, however, that will be considered in making original assignments or transfers, shall be the best interest of the students.

B. Vacancies

1. A "vacancy" shall be defined as any position remaining after any administratively-initiated transfer (including an additional class assignment) in the bargaining unit resulting from:

   a. A teacher leaving employment as a result of termination, resignation, contract non-renewal, contract suspension, or death

   b. A teacher being transferred/reassigned to another bargaining unit position

   c. A teacher assuming a non-bargaining unit position

   d. The creation of a new bargaining unit position

e. Additional class assignments shall only be posted within the building in which the assignment occurs and only those teachers within the building (including traveling teachers assigned to the building) where the additional assignment occurs will be eligible to bid on the assignment.

2. Any vacancy occurring after the start of the second semester of a school year does not have to be filled until the next school year.

3. All teachers shall have the right to request a transfer to vacant teaching or administrative positions in the District. Such requests shall be made by the teacher submitting the intent form (sent out in February) to the Assistant Superintendent by March 15th.

4. A list of vacancies will be posted on the district's website and via email by April 1st with new vacancies added to the list(s) as they occur.

5. During summer vacations, notice of teaching/administrative vacancies shall be posted on the district's website and via email.

6. Each vacancy shall be posted within five (5) calendar days after the Superintendent decides there is a vacancy, and then shall be posted for five (5) calendar days with the closing date of the posting stated on the posting.

7. Where vacancies arise, teachers who have indicated an interest in a vacancy in that area in their intent submission will be promptly contacted, by telephone or email, to inquire of their interest in the position.

8. Teachers who wish to apply for a vacancy must submit their interest via the district's application software.

9. The administration will review all submitted application materials for specific positions to determine which meet the qualifications and criteria outlined in Section A.3 of this Article.

10. All internal candidates thus determined to be qualified by the administration will be given an opportunity to interview for the positions. All interviews shall be held within ten (10) calendar days of the close of the posting and there shall be a consistent District interview process. Internal candidates who are certificated/licensed for the position, shall be considered before hiring new teachers from outside the District. The final selection is reserved to the judgment of the Superintendent/designee.

11. Each teacher will be notified promptly following such interviews regarding whether or not he/she received the position.

C. Administratively-Initiated Transfers

1. Where possible, teachers will be asked to volunteer to transfer before teachers are transferred involuntarily. Wherever possible and for non-enrollment reasons, administratively-initiated transfers to be effective the following year shall be made by April 1st. A teacher receiving an administratively-initiated transfer shall be verbally notified by the principal at the end of the student day and shall also be informed by the principal, in writing, as to the specific reasons for the transfer. A teacher notified of an administratively-initiated transfer may request a conference with the Superintendent/designee within five (5) working days of written notification. This meeting shall take place within five (5) working days of the request for the conference. During such conference, the reasons for such transfer will be discussed and the teacher will have an opportunity to express any concerns regarding such transfer.

2. If a teacher receives notice of an administratively-initiated transfer after July 10th but before the beginning of the school year, he/she may elect to resign without the Board seeking suspension of his/her certificate/license pursuant to ORC 3319.15.

3. Each teacher receiving an administratively-initiated transfer shall receive a one-time allowance of $150 to be used for individual educational materials and supplies that do not duplicate District materials already in the building. In addition the teacher may meet with the principal to discuss additional educational needs associated with the transfer.

4. Each teacher who is subjected to an administratively-initiated transfer shall receive credit for one day (6 hours) of professional development activities as spoken to in Article 11, Subsection A.7 (2006-07 school year) or as spoken to in Article 11, Subsection A.6 (in effect with the 2007-08 school year).

5. In the event an elementary school building is closed, principals within the remaining buildings will be permitted to make internal moves to staffing assignments based on existing grade-level/course sections (i.e., not inclusive of new grade-level/course sections due to increased enrollment from closed building) prior to finalizing openings to be filled by teachers in the closing building. Teachers in the closing building will be administratively-placed in a new assignment in seniority order to open sections in the area of licensure, giving preference to teacher requests as stated on the intent form. When all openings have been filled, RIFs will occur in accordance to Article 10 - Reduction in Force (RIF). Special area teachers (e.g., art, music and physical education) from the closing school will fill any open equivalent positions. If no equivalent positions exist, special area teachers will "bump" the least senior elementary specials teacher. The least senior special areas teacher will become a traveling specials area teacher or a RIF will occur in accordance to Article 10 - Reduction in Force (RIF).

6. When section reductions are necessary in grades K-5, the least senior teacher (district seniority) in that building will be "bumped." The bumped teacher will be placed in an open position in the building or district in the area of licensure. In the event of multiple openings with multiple teachers, preference will be given to teacher requests as stated on the intent form in seniority order. If no such open position exists, a RIF will occur in accordance to Article 10 - Reduction in Force (RIF).

7. The Administration will make every effort not to initiate an involuntary transfer less than one (1) week before the start of the school year. Where it is necessary for the Administration to initiate a transfer less than one (1) week before the start of the school year, a teacher may request one (1) compensatory day to be scheduled at a mutually agreeable time between the teacher and the building administrator.

8. In the event that current ORC restricts the use of seniority as the primary factor in determining a teacher's assignment, the procedures detailed in C(5) and C(6) shall not be used to determine teacher placements. Any necessary RIF(s) shall occur in accordance with Article 10 – Reduction in Force (RIF).

ARTICLE 14 – LEAVES

A. Sick Leave

1. Sick leave shall accumulate for teachers at the rate of one and one-quarter (1-1/4) days per month (15 total days per year) and on the basis of the percentage of the school day worked by any part-time teacher. All teachers will be advanced up to and including fifteen (15) days' sick leave each year if the teacher's sick leave is exhausted and the teacher requested an advance of sick leave days. If for any reason employment is terminated prior to the completion of a full contract year and the teacher has used more than the amount of sick leave he/she has earned, any excess shall be deducted from his/her final pay. If the sum is in excess of the final pay, reimbursement will be made by the teacher to the Board Treasurer. Each teacher's maximum accumulation of unused sick leave shall be unlimited.

2. Teachers may use sick leave due to personal illness, pregnancy disability, adoption (six weeks maximum) injury, exposure to a contagious disease which would be communicated to others, and for absence due to illness or injury in the teacher's immediate family which shall be defined for the purpose of this Article as spouse, son (in-law), daughter (in-law), sister (in-law), brother (in-law), father (in-law) or mother (in-law), grandparent (in-law), grandchild, and any person who reared the teacher in lieu of his or her natural parent or parents, or other persons living in the teacher's household who are related to the teacher by blood or through marriage. When illness in the immediate family requires the use of sick

leave exceeding four (4) consecutive days, the teacher shall provide to the Superintendent/designee written verification from a physician.

3. Absence due to death in the teacher's immediate family as defined above and including aunt (in-law), uncle (in-law), niece (in-law), and nephew (in-law), shall be limited to five (5) days, providing, however, that the Superintendent/designee may grant additional leave for good cause shown.

4. Application for sick leave to be used for anticipated medical treatment or anticipated medical disabilities shall be applied for as far in advance as is possible and shall state the anticipated beginning date of the leave, and the estimated duration of the leave so that appropriate plans can be made for obtaining a competent substitute. All teachers must endeavor to schedule routine or regularly scheduled medical, dental or optical examinations or treatments for themselves or their immediate family outside the regular school day whenever possible.

5. A teacher returning to work shall furnish a written, signed statement on forms prescribed by the Board to verify the use of sick leave. If medical attention is required, the teacher's statement shall list the name and address of the attending physician and the dates when consulted. If hospitalized for a period in excess of two (2) days, the teacher shall provide the Superintendent/designee, when requested, the physician's statement indicating that the teacher's medical condition is such that the teacher can resume all assigned duties. Nothing in this section shall be construed to waive the physician-patient privilege provided by ORC 2317.02 or the terms of ORC 3319.141 or ORC 3319.081 and ORC 3319.16 relating to falsification of statements. Teachers shall be notified monthly by paycheck notation of their accumulation to date and at any other time upon written request.

6. A teacher returning from sick leave shall be returned to his/her position. In the event a teacher is returning from extended sick leave [e.g., in excess of thirty (30) continuous work days], and (1) a qualified, certificated/licensed substitute is not available to fill that teacher's position, and (2) other teachers' assignments are readjusted to accommodate the leave, the teacher will be returned to either his/her original position or to the position ultimately filled by the substitute teacher.

B. Sick Leave Bank (does not apply to long-term substitutes)

1. A Sick Leave Bank shall be established from voluntary donations of sick leave days from teachers. Donated sick leave shall be added to the accumulated sick leave of the absent teacher and immediately deducted from the donating teacher. Donating teachers will use the Donation Form (Appendix E). Once a teacher donates sick leave to the Sick Leave Bank, it is irrevocable.

2. A teacher may use the Sick Leave Bank if he/she has met all of the following criteria:

a. All of his/her sick leave accumulation and any days of sick leave advancement (e.g., there are fifteen (15) days of advanced sick leave at the beginning of the year, and these fifteen (15) days of advanced sick leave are reduced a the rate of 1.25 days per month) must first be exhausted. If the teacher does not return from sick leave, any advancement of sick leave will be "replaced" by donations from the Sick Leave Bank.

b. His/her absence is due to a personal catastrophic illness or catastrophic illness of the teacher's child, spouse or parent; accident of the teacher or the teacher's spouse, parent, or child resulting in serious long-term injuries; or a serious long-term illness of the teacher/child/spouse/parent which prevents the teacher from performing his/her normal job duties. Sick leave bank usage is limited to forty-five (45) days per school year if use of the sick leave bank is due to catastrophic illness, serious long-term illness, or accident resulting in serious long-term injuries of the teacher's spouse, parent or child.

c. The teacher has attached a written medical verification by a licensed medical doctor to the Application to Use Sick Leave Bank Form (Appendix F) explaining the reasons for sick leave in paragraph b above.

d. The teacher has completed the Application to Use Sick Leave Bank Form (Appendix F).

e. The teacher has applied for disability retirement, when appropriate.

3. The Association President and the Assistant Superintendent will be responsible for requesting donations and considering each Application to Use the Sick Leave Bank. In the event of disagreement, the Superintendent will make the final decision as to the eligibility of the applicant.

C. Family and Medical Leave Act Leave

1. An eligible teacher may take up to twelve (12) work weeks of unpaid leave ("FMLA Leave") in any school year (August 1st through July 31st) for one (1) or more of the following circumstances:

a. The birth of a teacher's child and to care for the child up to age one (1);

b. The placement of a child with a teacher for adoption or foster care, up to a twelve (12) month period after the placement;

c. To care for the spouse, child, or parent of a teacher when that family member has a serious health condition;

d. The teacher's inability to perform the functions of the position because of the teacher's own serious health condition.

2. A "serious health condition" is defined as one that involves either inpatient care or one where the period of incapacity: (1) is more than three consecutive calendar days and involves treatment by a health care provider, (2) is due to incapacity due to pregnancy or prenatal care, (3) is a period of incapacity or treatment for such incapacity due to a chronic serious health condition, (4) is a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, or (5) any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of heath care services under orders of, or on referral by, a health care provider. Conditions for which cosmetic treatment are administered are not "serious health conditions" unless complications develop.

3. Spouses employed by the Board are jointly entitled to a combined total of twelve (12) weeks of FMLA Leave if the FMLA Leave is required for the birth or placement of a child or to care for an ill parent (but not parent-in-law).

4. To be eligible for FMLA Leave, the teacher must:

   a. Have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and

   b. Have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA Leave.

   c. Provide the Board with thirty (30) calendar days advance notice when the need is foreseeable and such notice is practicable. The form found in either Appendix B or Appendix C shall be used.

   d. If the teacher's need for leave is not foreseeable, notice must be given as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case. It is expected that a teacher will give notice to the Superintendent/designee within one (1) or two (2) working days of learning of the need for leave, except in extraordinary circumstances. The teacher should provide notice to the Superintendent/designee either in person or by phone, telegraph, facsimile ("fax") machine or other electronic means. Notice may be given by the teacher's representative (e.g., spouse, family member, or other responsible party) if the teacher is unable to do so personally.

5. Sick leave taken in accordance with Article 14.A of this Agreement shall be counted as FMLA Leave if (1) the reasons for taking it qualify as FMLA reasons, and (2) if the teacher had been notified by the Assistant Superintendent while on paid sick leave that the sick leave would also be counted as FMLA Leave.

6. The Board shall maintain coverage under the group health plans for the duration of the unpaid FMLA Leave at the level and under the conditions that would have been provided if the teacher had continued to work and not taken leave. The group health plans include hospitalization, major medical, dental, vision, and prescription drug. The teacher may opt to continue the life insurance coverage, but payment of the life insurance premium will be at the teacher's own expense. Payment of the teacher's required contribution toward the premium (if any) is due the first day of the month. Failure to make payment within thirty (30) calendar days will result in termination of coverage during the unpaid FMLA Leave.

7. For unpaid FMLA Leave the Board retains the right, at its own expense, to require the teacher to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the teacher to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA Leave. The teacher and Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the teacher does not attempt in good faith to reach agreement, the teacher will be bound by the second certification.

8. Intermittent Leave and Reduced-Work Schedule

   a. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Examples of intermittent leave would include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of months, such as for chemotherapy.

   b. When medically necessary, a teacher may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse/child/parent who has a serious health condition. The teacher shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.

   c. Where FMLA Leave is taken because of birth or placement for adoption or foster care, a teacher may take leave intermittently or on a reduced-work schedule only if the Board agrees.

   d. Where a teacher who is principally employed in an instructional capacity requests intermittent FMLA Leave or FMLA Leave on a reduced-work schedule, and where the teacher would be on FMLA Leave for more than twenty percent (20%) of the total number of working days over the period

during which the FMLA Leave would extend, such teacher must elect either:

(1) To take FMLA Leave for a period or periods of a particular duration, not greater than the duration of the planned medical treatment; or

(2) To transfer temporarily to an available alternative position (if any) offered by the Board for which the teacher is qualified, as long as the alternate position has equivalent pay and benefits and the Board has determined that this alternate position better accommodates recurring periods of leave than the regular employment position of the teacher.

9. Return to Work

a. At the end of unpaid FMLA Leave, the Board shall restore the teacher to the same or to an equivalent position with equal benefits, pay, and other terms and conditions of employment.

b. When a teacher is medically able to return to work after using unpaid FMLA Leave because of a serious personal health condition, he/she shall provide the Board with a statement from his/her health care provider that the teacher is able to resume the job functions for his/her position.

c. Should a teacher not return to work at the end of the unpaid FMLA Leave or contractual leave that is adjacent to the FMLA Leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the FMLA Leave or for circumstances beyond the teacher's control, the teacher shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA Leave period. A teacher shall be required to support his/her claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the teacher's health care provider shall be provided in a timely manner, and no later than thirty (30) calendar days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA Leave.

10. Leave Near End of Semester

a. If a teacher begins any unpaid FMLA Leave more than five (5) weeks prior to the end of a semester, the Board may require the teacher continue taking leave until the end of the semester if (1) the leave is of at least three (3) weeks duration, and (2) the return to employment would occur during the three (3) weeks period before the end of the semester.

b. If a teacher begins unpaid FMLA Leave for purposes of the birth or placement of a child or in order to care for a spouse/parent/child during the period that commences five (5) weeks prior to the end of the semester, the Board may require the teacher to continue taking leave until the end of the semester if (1) the unpaid FMLA Leave is of greater than two (2) weeks duration, and (2) the return to employment would occur during the two-week period before the end of the semester.

c. If a teacher begins unpaid FMLA Leave because of the birth or placement of a child or in order to care for a spouse/parent/child with a serious medical condition during the period that commences three (3) weeks prior to the end of the semester and the duration of the unpaid FMLA Leave is greater than five (5) working days, the Board may require the teacher to continue to take leave until the end of the semester.

d. When a teacher is required to take leave until the end of a semester and the teacher's leave entitlement under unpaid FMLA Leave ends before the involuntary leave period is completed, the Board is required to maintain health benefits and must restore the teacher and provide other FMLA entitlements when the period of leave ends. The teacher also accrues seniority while on this involuntary leave.

11. When a teacher is on unpaid FMLA Leave adjacent to the end of the school year, or on a leave mandated by the Board under 10 (above), his/her health insurance premiums and life insurance premium shall be paid by the Board during the summer vacation.

12. All terms which are not defined in this Article shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993. If there are any inconsistencies between this Article of the Agreement and the Family and Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 shall prevail.

D. Personal Leave

1. All teachers shall be granted up to three (3) days of non-cumulative paid leave each school year.

2. Personal leave shall not be used to extend holidays or recesses, nor may it be used to work another job, including self-employment. Use of personal leave for three consecutive days must include a reason and shall not be used for vacation or recreation at any time. Use of personal leave in any increment before or after a holiday must include a reason for such absence. Personal leave before or after a holiday may be granted by the Superintendent/designee for reasons other than vacation or recreation for two or more consecutive days.

3. All requests for personal leave shall be submitted at least seventy-two (72) hours in advance of the day for which leave is requested, except in emergencies. In emergencies, the teacher shall call Substitute Services as soon as possible to advise of the intended absence. The use of emergency personal leave is subject to the three (3) day limit as set forth in paragraph 1 above.

4. Personal leave requests must be made through the District's absence reporting system.

5. Personal leave shall not be used in lieu of or be deducted from a teacher's accumulated sick leave. Personal leave days will be granted in increments of no less than one-half (1/2) day.

6. Personal leave utilized in violation of these provisions shall be subject to disciplinary action.

7. Any unused personal leave days shall be transferred to the teacher's accumulated sick leave days at the end of each school year.

8. A maximum of two (2) days per affected teacher may be granted during any one (1) school year for religious holidays/holy days that are not recognized in the school calendar, and that prohibit the teacher from working on those days. When a teacher wants to use a day for a religious holiday/holy day that is not recognized in the school calendar, he/she shall request absence on that day. The affected teacher shall indicate that this personal leave request is to participate in a religious holiday/holy day that is not recognized in the school calendar. As a result of using this application format, the teacher shall not have the day charged against his/her personal leave allotment for the school year, and this day shall also not count against personal leave for the purpose of the Merit Incentive for Attendance Award found in Article 37 of the Agreement.

E. Parental Leave

1. Parental leave without pay shall be granted to teachers who are the parents of a newborn, legal ward (guardianship), or adopted child. A parental leave shall begin at any time after (a) commencement of the pregnancy, (b) in the event of adoption, the receipt of custody, (c) upon completion of the period of maternal disability following pregnancy, or (d) any time before the child reaches age eighteen (18). Only one leave per child shall be granted, and the leave shall be taken only in one block. The date established for the beginning of such leave shall be determined by the teacher. Parental leave taken within twelve (12) months of the child's birth or adoption will count toward available Family and Medical Leave under 14.C above.

2. During the school year in which the parental leave commences, the teacher may take the leave for the balance of the school year or, where applicable, opt to return at the beginning of a grading period during that school year. At the teacher's option, parental leave may be extended for up to two additional school years. The extension of the second or third year cannot be a portion of a school year except when agreed to by the Superintendent/designee for extraordinary circumstances.

3. Application (Appendix D) for the initial parental leave shall be submitted as soon as practicable but at least thirty (30) calendar days in advance of the approximate starting date of parental leave, which shall be stated on the application. The application for parental leave may be cancelled by the applicant, with approval of the Superintendent/designee, prior to its effective date. The application to extend the parental leave for up to two (2) additional years must be submitted to the Assistant Superintendent on or before March 15th unless the initial parental leave arises after March 15th but prior to the end of the school year; in such case, the application must be submitted on or before August 1st.

4. Teachers on parental leave who have exhausted their Family and Medical Leave may continue their hospitalization and other group insurance benefits for the duration of said leave providing they reimburse the Board through the Treasurer's Office for premium costs.

5. Upon return from approved parental leave at the time set forth in the application for leave, the teacher shall be entitled to reinstatement preferably to the same position which he/she held prior to the leave, or if that position is no longer available or in existence, to as substantially an equivalent position as possible for which the teacher holds valid certification/licensure.

6. To be eligible for an additional parental leave (for a different child), the teacher must return to work for one (1) full school year between the parental leaves.

7. For purposes of clarification, sick leave for pregnancy disability is not the same as parental leave. The use of accrued/advanced sick leave for pregnancy disability after the normal delivery of a child is generally thirty (30) work days in the same school year.

8. While on a parental leave of absence, the teacher remains subject to contractual provisions regarding reduction in force.

9. A teacher who adopts a child may take up to six (6) weeks (or the amount of accumulated sick leave, whichever is less) of paid sick leave beginning with the date the teacher receives custody of the child.

F. Unpaid Medical Leave of Absence

1. When a teacher has exhausted accumulated sick leave and is still unable to return to work due to personal illness or disability, the Board will, as directed by ORC 3319.13 and upon proper application of the teacher, place the teacher on Unpaid Medical Leave of Absence. Such a leave will begin on the calendar day that the teacher has exhausted accrued sick leave and will be for not less than the balance of the current school year or current school semester whichever is shorter and for a maximum period of not more than two (2) consecutive school years in addition to the remainder of the semester during which it commences. While on Unpaid Medical Leave of Absence, the teacher ceases to accumulate sick leave. The Board will, however, pay its full share of all health insurances and group term life premiums falling due and payable prior to the end of the month during which the medical leave begins.

2. A teacher may request and shall be granted emergency short-term medical leave for a total period not exceeding thirty (30) calendar days and during that short-term leave, all health and life insurance benefits will be maintained by the Board. After returning from short-term medical leave of absence, the teacher shall be returned to his/her teaching position. The granting of any such short-term emergency medical leave shall be contingent upon the teacher providing a physician's certificate indicating both the necessity for such leave and the reasonableness of anticipated return within thirty (30) calendar days. Should the teacher in question be unable to return to full-time or part-time responsibilities upon completion of said thirty (30) calendar day period, the teacher must request regular Unpaid Medical Leave of Absence in accordance with the terms of this Article.

3. A teacher on Unpaid Medical Leave of Absence will be carried on payroll records as required by ORC 3313.202. A teacher shall be paid in full the balance due him or her in his or her last check with appropriate deductions made for federal withholding tax, city income tax, retirement contributions, insurance, dues, etc.

4. While a teacher is on Unpaid Medical Leave of Absence, such teacher will be given the opportunity of participating in all health insurances and group term life insurance programs by sending a check or checks to the Treasurer's Office/designee for both the Board's portion and the teacher's and family portion (when applicable) to cover the full cost of said insurance program(s). The Central Office will process all leave requests for insurance coverage. Checks must be in the Treasurer's Office not later than the 20th calendar day of the month in order to continue the insurance in force. The checks for insurance benefits are to be made out to Strongsville City Schools.

5. A teacher on Unpaid Medical Leave of Absence who intends and desires to return to work at the beginning of the next school year shall submit a request for reinstatement by April 1st even if it is possible that said return may not become

medically feasible. The request must be accompanied by a physician's statement indicating the teacher's medical condition is or may be reasonably anticipated to be such that the teacher is capable of returning to work. At the teacher's option, said statement may be provided at the actual return date in which case it shall provide assurance of medical fitness to carry out assigned duties and responsibilities. It shall be the duty of the teacher to notify the Superintendent/designee in writing of such intentions to return to duty. Failure to actually return to work due to continuing medical disability shall not be cause to seek cancellation of certification or unused leave. Upon return to service, the teacher shall resume the contract status held prior to the medical leave of absence. The teacher will be assigned to his/her prior position if it is available, or to a substantially equivalent position to the one he/she held prior to the leave unless no such position is available in which case he/she will be assigned to a position within his or her area(s) of certification/licensure.

6. A teacher who desires to return to work prior to the beginning of the next school year before the return date indicated on his/her request may inform the Superintendent/designee in writing of such interest. This expression of interest must be accompanied by the physician's statement indicating the teacher's medical condition is such that all assigned duties can be resumed. The Superintendent/designee will consider the placement of a teacher for any position which becomes vacant and for which the teacher has the proper and necessary certification/licensure. The teacher has, however, no assurance of any position prior to the regularly established reinstatement time as defined herein.

7. A teacher who returns during the school year shall be returned to the teaching position ultimately filled by the substitute teacher if the requested return is during the same school year the Unpaid Medical Leave of Absence began.

8. A teacher who returns during the school year at the time of his/her requested return, but said return is not during the same school year that the Unpaid Medical Leave of Absence began, the teacher shall be returned to a teaching position for which he/she is certificated/licensed.

9. While on Unpaid Medical Leave of Absence, the teacher remains subject to Agreement provisions regarding reduction in force.

10. Where applicable, an Unpaid Medical Leave of Absence will run concurrently with available FMLA Leave per Article 14.C.

G. Assault Leave

1. A teacher who is absent due to physical disability resulting from an unprovoked physical attack upon said teacher which assault occurs on Board premises or while in attendance at an official school function and in the course of said teacher's employment, shall be granted up to forty (40) working days assault

leave, providing all provisions of this Article have been met. During such assault leave, said teacher shall be maintained on full-pay status.

2. Assault leave may not be granted under this policy unless the teacher in question (1) has a signed, written statement justifying the granting and use of assault leave; said statement shall be upon Board-provided forms; (2) provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment; and, (3) agrees to file criminal charges against the person(s) involved. Charges do not have to be filed in any situation where the Superintendent and teacher agree not to file charges.

3. Falsification of either the aforesaid signed statement or the physician's statement shall be grounds for suspension or termination of employment under ORC 3319.16.

H. Injury Leave

1. A member of the bargaining unit who sustains physical injury from a student while performing his/her job-related duties, excluding supplemental duties, shall be granted up to three (3) days of injury leave, up to a maximum of five (5) days in a school year, to receive medical attention and/or recuperate from the injury. A member shall not be charged use of Sick Leave when using Injury Leave.

2. Injury leave may not be granted under this policy unless the member of the bargaining unit in question (1) has a signed, written statement justifying the granting and use of injury leave on Board-provided forms; and (2) provides a certificate from a licensed physician stating the nature and duration of the injury and the necessity of absence from regular employment.

3. Additional days of injury leave may be granted at the sole discretion of the Superintendent/designee, up to a maximum of thirty (30) days in a school year.

4. Falsification of either the aforesaid signed statement or the physician's statement shall be grounds for suspension or termination of employment under ORC 3319.16.

I. Military Leave

1. Military leave shall be of two (2) types:

   a. Leave for military reserve training;
   b. Leave for active duty service.

2. A teacher called for military reserve training shall receive his/her full pay and benefits for up to thirty-one (31) calendar days per year.

3. A teacher called to active duty status during the regular teacher work year shall receive her/his full pay for the first month of such absence. Thereafter, such leave shall be unpaid. However, the Board will continue to provide health and life insurance coverages to the teacher and, if appropriate, his/her dependents for the duration of the leave to a maximum of six (6) months in accordance with the Board's contributions as set by Article 33 of this Agreement.

4. Upon return from military leave, the teacher shall resume the contract status held immediately prior to the granting of any such leave and will be assigned to his/her prior position if it is available, or to a substantially equivalent position to the one he/she held prior to the leave unless no such position is available, in which case he/she will be assigned to a position within his/her area(s) of certification/licensure.

5. Military leave shall be considered as a continuous teaching service for the purpose of calculating sick leave accumulation, seniority, and salary placement.

J. Professional Leave

1. Teachers may be granted professional leave for such purposes and upon such terms as may be approved by the Superintendent/designee.

2. Applications for professional leave shall be in writing, addressed to the Superintendent/designee, and shall contain a full description of the purpose for which the leave is requested, inclusive dates of the leave, and costs (actual if known, or estimated) for which reimbursement is sought.

3. Reimbursement for costs associated with approved professional leave shall be made only upon presentation to the Board Treasurer of receipts for such expenditures.

K. Short-Term Unpaid Leave

1. An unpaid leave of absence of not to exceed five (5) days per year shall be granted to a teacher upon satisfaction of the conditions set forth below. A teacher is eligible to apply for such leaves only one time every two (2) school years.

2. To be eligible for such unpaid leave, the teacher must submit a written request to the Superintendent explaining the reason(s) for the unpaid leave at least twenty (20) working days in advance of the intended leave. Such leaves will be approved on a first-come, first-serve basis, and will be granted to not more than five percent (5%) of the staff in any building at any one time. Such leaves will not be granted during the first or last week of the school year, during the last two weeks of November, the last two weeks of December, the first two weeks of January, or the week before or week following school spring vacation unless approved by the Superintendent.

L. Sabbatical Leave

1. Any teacher who has completed five (5) years of service in this District may, with the approval of the Superintendent/designee be entitled to a leave of absence without pay for one (1) or two (2) semesters.

2. The teacher shall present to the Superintendent/designee for approval, a plan for professional growth prior to such a grant of permission, and at the conclusion, provide evidence that the plan was followed. Any such teacher may be required to return to the District at the end of the leave for a period of at least one (1) year, unless the teacher in question has completed twenty-five (25) years of teaching in the State of Ohio.

3. The Superintendent/designee may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent (5%) of the teachers at any one time, nor grant a leave longer than one (1) school year, nor grant a leave to any teacher more often than once for each five (5) years service, nor grant a leave a second time to the same teacher when other teachers have filed a request for such leave.

4. When a teacher returns from a sabbatical leave, he/she shall resume the contract status held immediately prior to the granting of any such leave.

5. All requests for sabbatical leave shall be filed not later than January 31st to be effective for the following school year. The Superintendent/designee will advise all applicants on or before April 1st as to his/her decision on the application in question.

6. Applications will be judged purely upon merit and their relevance to the needs of the District. Seniority, order of application and/or position in the District shall be secondary to the intrinsic merits of the application.

M. Calamity Days

1. When school is cancelled due to a calamity day, no paid leave shall be charged against any teacher for that calamity day.

2. Teachers are not required to make up calamity days except on days that students are in attendance. On such make-up days, teachers will not receive additional compensation.

3. The District may utilize a two-hour delayed school opening when the additional two hours would allow wind chill temperatures to improve to an acceptable level. When a two-hour delay is used, teachers are to report two hours later than their

normal reporting time. Part-time/job share teachers will work during the same hours assigned on a traditional school day.

N. Jury Duty

1. Any teacher called for jury duty shall notify his/her principal or supervisor at the earliest possible time. Such notification should indicate the court assignment and probable duration of the jury duty.

2. The teacher shall not lose any salary due to jury duty. The teacher can keep any jury duty remuneration in order to defray the expenses of meals, mileage, parking, etc.

O. Leave Pursuant to Summons or Subpoena (Court Leave)

If a teacher is subpoenaed for a criminal, civil, or administrative proceeding related to a personal matter (e.g., the teacher or a family member), the teacher may request, and shall be granted, either personal leave or Short-Term Unpaid Leave. For all other legal proceedings for which a teacher is subpoenaed to appear (e.g., custody issue of a student), the teacher, upon request, will be granted Court Leave.

ARTICLE 15 – LABOR MANAGEMENT COMMITTEE

A. The Labor Management Committee shall operate under guidelines adopted by the Committee.

B. The Labor Management Committee shall meet monthly during the school year and may not be dissolved without the mutual agreement of the Superintendent/designee and the Association President.

ARTICLE 16 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. There will be a Local Professional Development Committee (LPDC) which shall set policy and review individual teacher and administrator professional development goals and activities for certification and license renewal for certificated/licensed teachers. The LPDC shall be the official licensing body for the District as provided in the ORC and OAC.

1. Membership on the LPDC shall consist of seven (7) persons. The Association shall appoint four (4) members and the administration shall appoint two (2) members of the Committee. The Assistant Superintendent shall be a standing member of the LPDC.

2. Each LPDC member shall serve a three (3) year term of office. Terms of office shall begin on July 1st and end on June 30th.

3. The composite group of teacher and administrator members shall represent the different levels in the District.

4. Any vacancies, which occur during an LPDC term of a teacher member, shall be filled by appointment of the Association President for the balance of the term.

5. Any vacancies, which occur during an LPDC term of an administrator member, shall be filled by appointment of the Superintendent for the balance of the term.

6. All decisions by the LPDC will be a majority vote.

7. Each member of the LPDC will receive a yearly stipend of $1500 paid in June of each year they serve. Any partial years of service shall be compensated on a pro-rata basis.

8. All meetings of the LPDC shall occur outside the school day at a time mutually agreed to by the committee members.

9. The LPDC is not responsible for the implementation of an individual's plan, only the approval of said plan.

10. If a teacher maintains that a decision made by the LPDC is unsatisfactory, then that teacher has the right to seek reconsideration. If the second decision of the LPDC is still unsatisfactory to the teacher, the teacher has the right to submit a written appeal (using the form developed by the LPDC) to the LPDC. This appeal must be received within fifteen (15) working days of the Committee's decision. Within ten (10) working days of receiving the appeal (or longer if mutually agreeable) an Appeals Committee will be appointed and will meet to act on the appeal. The decision of the Appeals Committee will be final. The Appeals Committee will be comprised of three (3) members: one teacher appointed by the Association President; one administrator appointed by the Superintendent/designee; and one person mutually agreed upon by the Association President and the Superintendent/designee. The Appeals Committee will meet at a time mutually agreed upon by members of the Appeals Committee.

B. No decision of the LPDC or the LPDC appeals process (any and all steps) is grievable.

C. Any teacher with a permanent certificate will not be required to complete an Individual Professional Development Plan (IPDP) at the direction of the LPDC.

ARTICLE 17 – PROFESSIONAL DEVELOPMENT COMMITTEE

A. A Professional Development Committee shall be established and shall be comprised of six (6) teachers appointed by the Association President and six (6) administrators appointed by the Superintendent/designee. Every attempt will be made to have representation from each school building on this committee and at least one (1) LPDC member on this committee.

B. This committee shall plan the professional development opportunities for the District, including those on topics that the District believes are essential. This committee shall also annually publish a booklet of suggested professional development activities.

ARTICLE 18 – RESIDENT EDUCATOR PROGRAM

A. Overview

The Two-Year Resident Educator Program is designed to help entry year teachers who are Resident Educators (e.g., those who hold a resident educator license or alternative resident educator license and are working toward a Professional Educator license). This article and all criteria for Resident Educator Program eligibility and responsibilities will adhere to the guidelines and requirements of the Ohio Department of Education (ODE). The Program is exclusively for licensure determination and shall not replace the negotiated employee evaluation system. A Mentor or Facilitator will consult with and assist Resident Educators but shall not evaluate them. A teacher who applies and is selected to be a Mentor or Facilitator shall be compensated and shall receive release time as stated below. In order to be selected as a Mentor or Facilitator, the teacher must have completed ODE-required Mentor Training, possess a five (5) year professional teaching license or a permanent license, and have at least five (5) years teaching experience, three (3) of which are in the District.

B. Mentors (Year 1)

1. Training

Teachers selected to be Mentors for the first time shall complete ODE-required Mentor training and may be provided additional training in Mentoring and the components of Mentor Training. Mentors shall be provided release time for training in accordance with the District procedures and may also be required to attend training sessions/meetings outside of the regular school day to a maximum of eight (8) hours per school year.

2. Compensation and Release Time

a. For each Resident Educator assigned to a Mentor in year one, the Mentor will receive the following compensation and release time:

(1) The Mentor shall receive a stipend of .025 of the BA base salary per school year and shall receive this compensation in equal installments with his/her regular paycheck.

(2) The Mentor shall be given release time, at his/her determination, up to a maximum of ten (10) hours per school year. Additional hours may be granted by the Assistant Superintendent.

(3) When the Mentor determines that release time is needed, he/she shall submit their absence request three (3) days advance so that substitute arrangements can be made. If immediate intervention is required, the Mentor will give at least one (1) days' notice directly to Human Resources.

(4) The Program Coordinator may also serve as a mentor for Year 1 Resident Educators if the number of Year 1 Resident Educators exceeds ten (10) in any given year without additional compensation.

b. Ideally, each Mentor shall not have more than one (1) Resident Educator; however, when this is not possible, a Mentor may be given a second Resident Educator, but shall not have more than two (2) Resident Educators.

C. Facilitators (Year 2)

1. Training

Teachers selected to be Facilitators for the first time shall complete ODE-required training and may be provided additional training in Mentoring and the components of Facilitator Training. Facilitators shall be provided release time for training in accordance with the District procedures and may also be required to attend training sessions/meetings outside of the regular school day to a maximum of eight (8) hours per school year.

2. Compensation and Release Time

a. For work with a group of up to twelve (12) resident educators the Facilitator will receive the following compensation and release time:

(1) The Facilitator shall receive a stipend of .045 of the BA base salary per school year and shall receive this compensation in equal installments with his/her regular paycheck.

(2) The Facilitator shall be given release time, at his/her determination, up to a maximum of three (3) days per school year. Additional hours / days may be granted by the Assistant Superintendent.

(3) If the number of Year Two Resident Educators exceeds twelve (12), then the Program Coordinator will act as a second Facilitator for additional Resident Educators without receiving additional compensation.

D. Resident Educators

1. Year One (1) Resident Educators will be given a minimum of ten (10) hours release time per school year to consult with their Mentors. Additional day(s) may be granted by the Assistant Superintendent. These days may be used in quarter/half day increments, if coverage is available.

2. In year two (2), Resident Educators shall be given up to three (3) days of release time to consult with their Facilitator. Additional release time may be granted by mutual agreement of the Resident Educator and Facilitator and with approval from the Assistant Superintendent.

3. Long-term substitutes are only eligible for the program if their employment commences at the start of the academic year and their initial contract is one-hundred and twenty (120) days or more.

E. Program Coordinator

1. There shall be a Program Coordinator who shall have one (1) release period in order to fulfill the responsibilities of Program Coordinator.

2. The Program Coordinator shall facilitate the Resident Educator Program and shall work with all new teachers and those on Improvement Plans.

3. The Program Coordinator will assist the District Mentoring Committee as needed in evaluating the Resident Educator Program in accordance with ODE requirements and guidelines.

4. The Program Coordinator shall receive a stipend of Six Thousand Dollars ($6,000). At such time the Program Coordinator who held the position during the 2022-23 school year resigns or retires from this position, the compensation for the Program Coordinator will be in accordance with Article 18(E)(4a).

   a. The Program Coordinator shall receive a stipend of .06909 of the BA base salary per school year and shall receive this compensation in equal installments with his/her regular paycheck.

F. District Mentoring Committee

1. This Committee is comprised of:

   a. Three (3) Association members (Association President, Resident Educator Program Coordinator, and one member appointed by the Association President).

   b. Three (3) Board employees who are appointed by the Superintendent/designee (Assistant Superintendent, Elementary Principal, Secondary Principal).

2. Responsibilities of the District Mentoring Committee

   a. Designing and approval of the Resident Educator Program.

   b. Selecting of Mentors.

   c. Assigning Mentors with input considered from the Program Coordinator and Assistant Superintendent.

   d. Reviewing input from Mentors and Resident Educators.

   e. Periodically reviewing the program's effectiveness.

3. Release Time

   a. Adequate release time will be granted to the District Mentoring Committee members in order to fulfill their responsibilities.

   b. Mentor Committee members may use hours toward their Professional Development commitment pursuant to Article 11(A)(7).

4. Decisions of the Committee will be made on a consensus basis.

G. Protections

1. At any time, either the Mentor or the Resident Educator may exercise the option to request to have a new Mentor assigned. (Any compensation for the involved Mentors will be prorated to reflect the change in assignment.) In that the Mentor and Resident Educator must operate in a trusting and comfortable relationship, no specifics shall be given to exercise this option, and no prejudice or evaluation is to be given as a result of such change. The District Mentoring Committee will make the reassignment.

2. All members of the District Mentoring Committee, Mentors, and Resident Educators shall keep confidential all discussions, actions, materials, and other information to the extent permitted by law.

3. Mentors shall communicate directly with the Resident Educator. No Mentor shall participate in any informal or formal evaluation of the Resident Educator, nor make, or be requested to make, any recommendation regarding the continued employment of the Resident Educator. All interaction, written or oral, between the Mentor and the Resident Educator shall be regarded as confidential. However, the Mentor is obligated to advise the administration if he/she reasonably suspects the Resident Educator is engaged in or contemplating actions that could be harmful to students, the Resident Educator, or others. Subject to the above, the District shall not use any written or anecdotal communications regarding the Resident Educator from the Mentor or any testimony by the Mentor in any adverse job action affecting the Resident Educator.

4. Other than a notation to the effect that a teacher has served as a Mentor, the evaluation of the Mentor, as provided in Article 5 of this Agreement, shall not be affected in any respect by participation in the Resident Educator program or its demands.

5. Mentors and Facilitators will be excluded from the supplemental contract evaluation. The Mentoring Program Coordinator will review Mentors for the sole purpose of making future mentoring assignments.

6. Mentors and Facilitators and the Resident Educator Program Coordinator shall not be held responsible for the performance of any Resident Educator.

ARTICLE 19 – TEACHER USE OF INFORMATION RESOURCES

A. The information resources available to the teachers of the District are provided for the achievement of the goals and purposes of the District.

B. The following are acceptable teacher uses of the District-owned information resources:

1. Learning activities that facilitate the District's instructional objectives.

2. Research that supports the programs of the District.

3. Communications between faculty, staff, students and others outside the District containing messages or information of which the content is not in conflict with any portion of this document.

4. Incidental personal use that does not interfere with District operations and programs. Incidental personal use includes but is not limited to personal e-mail

messages to fellow staff members, family members and friends; course work projects related to one's position in the District; small projects for community non-profit organizations (e.g., Rotary, scouts).

5. Association business.

C. The following uses are considered to be unacceptable uses of the technology information resources:

1. Any business or for-profit use

2. Infringing on the rights or liberties of others

3. Illegal or criminal use of any kind

4. Communications, materials, information, data or images reasonably regarded as obscene, pornographic, threatening, abusive, harassing, discriminatory, or in violation of or inconsistent with any other district policy, rules and regulations.

5. Accessing, viewing, printing, storing, transmitting, disseminating or selling any information protected by law or subjected to privilege or an expectation of privacy.

6. Causing or permitting materials protected by copyright, trademark, service mark, trade name, trade secret, confidentiality or proprietary data, or communications of another, to be uploaded to a computer or information system, published, broadcast, or in any way disseminated without authorization from the owner.

7. Damaging or altering the operation, function, content or design of the District's information technology resources.

8. Installing or maintaining any hardware or executable software not owned or licensed by the District except as specifically authorized.

9. Commercial, profit motivated, or partisan political use not related to the District's programs.

10. Granting access to the District's information technology resources to individuals, either by intentional conduct such as disclosing passwords or by unintentional conduct such as failing to log off.

D. Backup Procedures

1. Backup procedures are established to provide for daily back up of files on the hard drives of the academic file servers. If access to back up is needed, the teacher shall contact the designated administrator.

2. There is no provision for back up of files on the individual teachers' hard drives (C: drives); that is the responsibility of each teacher.

E. Previewing Software

1. Installation of software must be authorized and coordinated through the designated administrator.

2. The teacher previewing the software must return software/materials obtained from the designated administrator to the same office.

F. Privacy

1. Complete privacy of data, documents, and e-mail should not be assumed. Teachers will have the same privacy information on the District's information technology resources that they otherwise have in the District.

2. All information on the network may be backed up as part of regular operating procedures.

3. While the system is designed to provide a degree of security and privacy, teachers should be aware that the system could fail and others might then see their information/data.

4. "Deleting" or "erasing" a file does not necessarily remove the file from a disk or from the network. There are methods by which such information might be retrieved. Thus, teachers should be aware that others might obtain shared data.

G. If a work group, such as all teachers in a department, wish to have a folder on the server that they can all share, a request should be submitted to the designated administrator.

H. System and desktop virus protection software shall be used and not circumvented.

I. E-mail communication to parents regarding students may not contain personally identifiable or substantive information about the student (e.g., grades, discipline, specific student concerns). E-mail can be used to communicate general information (e.g., homework assignments) or to schedule appointments/conferences.

ARTICLE 20 – JOB SHARING

A. With the approval of the building principal and Superintendent/designee which approval shall not be unreasonably withheld, two teachers may share a certificated/licensed teaching assignment.

B. Teachers who wish to share an assignment shall submit a written plan for such arrangement to the building principal not later than April 1st of the year preceding the proposed job share. The plan must include the following elements:

1. That the plan will be in effect for a full school year.

2. The area of teaching assignment, including grade level, buildings and courses to be shared.

3. A full description of the steps the participants will employ to ensure compatibility of techniques and practices.

4. A percentage of the workday each participant proposes to teach.

5. What will happen if one of the participants is unable or unwilling to complete the full school year under the job sharing plan.

C. Teachers who wish to participate must locate their job sharing partner. No teacher will be required to job share.

D. All negotiated benefits shall be split according to the percentage of a regular full-time workday served by the participant.

E. Participants shall acquire seniority credit for RIF and salary schedule placement purposes on a proportionate basis: e.g., one-half time service provides one-half year credit.

F. Job sharing teachers shall be considered for change in contract status, evaluation and RIF on the same basis as the teachers.

G. Each participant must attend all meetings as set forth in Article 12 (Teacher Work Load).

H. Refusal of the administration to approve a job sharing plan is not subject to the grievance procedure.

I. Job sharing participants cannot be required to substitute for other job sharing participants. If they agree to substitute, they will be reimbursed at the substitute rate.

J. At the conclusion of job-sharing, each participant shall be returned to a full-time position for which he/she is properly certificated/licensed. The first consideration shall be returning to the position he/she held prior to assuming the job share position. However, the teacher does not have to interview for this position.

ARTICLE 21 – PERSONNEL FILE

A. A teacher has the right to review the content of his/her official personnel file upon twenty four (24) hours' advance notice. A representative of the Association may, at the teacher's request, accompany the teacher during that review. Upon request, a copy of any material in the teacher's file shall be provided to the teacher. There shall be no cost for the first copy of a document provided to the teacher.

B. Any material placed in a teacher's personnel file must be signed and dated by the teacher. The teacher will be given five (5) working days within which to sign the document. If the teacher fails to sign the document within this time period, it shall be noted and the document placed in the file. This signature is acknowledgment that the teacher understands that the document shall be placed in his/her personnel file, but this signature does not necessarily mean that the teacher agrees with the contents of the document. The teacher will be provided with a copy of any material to be placed in her/his file. A teacher shall have the right to file a response to any material included in the file. Any such response shall be attached permanently to the material. No administrator may write a rebuttal to the teacher's response.

C. A teacher who alleges that any material in his/her personnel file is untimely, inaccurate, misleading or irrelevant shall have the right to demand an investigation of the disputed information. Investigatory notices shall not be placed in the teacher's personnel file unless the Board, following an investigation, determines that the information is timely, accurate and relevant, and a warning or discipline is issued. The teacher shall be so informed, in which case the teacher shall have the right to prepare a rebuttal to the disputed information, which rebuttal shall be attached to and kept with the disputed information.

D. A teacher will be notified promptly when a request to review the teacher's personnel file is made by a person other than an administrator.

E. Only certified administrators may prepare and submit documents to the teacher's personnel file.

F. No materials shall be placed in a teacher's personnel file that come from an anonymous source.

ARTICLE 22 – COMMUNICABLE DISEASES AS DEFINED BY ORC 3313.71, INCLUDING HUMAN IMMUNODEFICIENCY VIRUS (HIV) INFECTION

A. The Board and the Association place high priority on the health, safety and welfare of school employees, students, and visitors on school premises and recognize that communicable diseases including human immunodeficiency virus infection present a concern to employees, students, and parents. Therefore, the following is established with

respect to protecting the health, safety, and welfare of students, school employees, and visitors from communicable diseases including human immunodeficiency virus infection.

B. School physicians in accordance with ORC 3313.71 may make examinations of teachers and other school employees at Board expense as in their opinion the protection of the health of pupils, teachers, and other school employees require. Additionally, and in accordance with ORC 3313.71, the school physician may immediately (not to exceed fourteen (14) days unless a health or safety reason necessitates a longer period of time) exclude the teacher from the work place with pay pending the results of the medical examination. If the examination identifies the teacher as having a communicable disease including human immunodeficiency virus infection, the administrative procedures outlined in this policy shall be followed.

C. Decisions based on the medical team's recommendations about each identified teacher will be made on a case-by-case basis. Distinctions will be made among HIV infected teachers in accordance with currently available medical information and opinion which conclude that:

- Human immunodeficiency virus infection is not a traditional type of communicable disease with which schools are familiar.

- Human immunodeficiency virus infection is transmitted through limited methods, none of which are commonly found in classrooms or other school workplaces.

Admission or exclusion of a human immunodeficiency virus infected teacher is a medically oriented problem requiring guidance and recommendations from medical professionals.

D. Requirements for Medical Evaluation

1. The school physician shall share the information with the medical review team consisting of the employee's attending physician; physician from the Cuyahoga County Board of Health; and Board's medical advisor, when deemed appropriate.

2. The school physician shall convene a medical team as soon as possible upon receipt of the identification/documentation in order to review the teacher's medical status which include but are not limited to the physical condition of the infected employee, the expected type of interaction with others in the school setting, the impact on both the infected employee and others, and make appropriate recommendation(s) to the Superintendent.

3. The medical team shall review the teacher's diagnosis, treatment, and prognosis which shall be provided (with appropriate releases) by the teacher's primary care physician.

4. The medical team shall submit a written report within twelve (12) days of its findings and determinations to the Superintendent and should represent all members of the medical review team.

5. The Superintendent/designee will make a decision based on medical information concerning employment status/assignment within two (2) calendar days after receiving the written report of the medical review team. A teacher who is excluded from work/reassignment shall be (1) entitled to normal paid sick leave benefits, (2) entitled to medical leave status for up to two (2) years after paid sick leave has expired, (3) entitled to apply for disability retirement benefits, if eligible, at any time. A teacher shall not be non-renewed, terminated, or otherwise separated from employment due to having been diagnosed as human immunodeficiency virus infected unless unable to perform his/her duties. If the medical recommendation is not followed, the teacher has the right to grieve in accordance with Article 4 of the Agreement.

E. Procedures for the Handling of Blood and Body Fluids by School Employees

If a teacher handles blood and/or body fluids, the following universal procedures are recommended to minimize chances of acquiring communicable diseases:

1. Teachers should wear gloves provided by the Board when cleaning up a spill and thoroughly wash their hands thereafter with soap and/or disinfectant and running water for at least fifteen (15) seconds.

2. Disposable towels shall be used whenever possible.

3. Soiled surfaces shall be washed thoroughly with soap and water and then disinfected with a disinfectant solution.

F. Confidentiality

The medical team shall recommend to the Superintendent those staff member(s) who should be informed about the identity and condition of a teacher infected with a communicable disease including human immunodeficiency virus. Those notified by the Superintendent shall observe complete confidentiality as permitted by law.

G. Follow-up

1. The medical team shall maintain an active role in monitoring the teacher's medical condition.

2. The teacher's primary care physician shall work with the teacher regarding any change in health status and shall notify the school physician of any change.

3. If any new information is brought to the attention of the school physician or any member of the medical review team, the procedures outlined above shall be followed.

ARTICLE 23 – ASSOCIATION RIGHTS

A. The following sole and exclusive rights shall be granted to the Association.

1. The Board shall make available to the Association an area for office space and the use of a telephone. The Association shall reimburse the Board for the cost of the telephone.

2. Duly-authorized representatives of the Association/OEA/NEA may transact Association business on Board property any time before, after, or during the regular work day provided that such business shall not interfere with the assigned duties of the teachers.

3. The Association may use school-owned equipment including e-mail, typewriters, computers, duplicating equipment, calculators, and all types of audio-visual equipment provided such equipment is not otherwise in use. Proper request must be made and approved before said equipment can be used. The cost of expendable supplies and equipment repairs from misuse shall be reimbursed by the Association.

4. The Board shall make available its facilities, at no cost, for Association meetings.

5. The Association President shall, no later than two (2) days prior to the Board meeting, be provided with the Board's agenda, approved minutes, and other documents given to Board members.

6. Each school shall provide adequate space on a present bulletin board for Association materials for the purpose of communications with members of official notice of, or results of, official business, activities, and meetings of the Association.

7. The Association shall have, without charge, use of the District's mail service, teacher mailboxes, and District e-mail service for communication with members. The Board shall not authorize another teacher labor organization to use these services.

B. Compensation/Association President Rights

1. The Association President, vice president, secretary, and treasurer will be paid a stipend by the Board as identified by the Association. The Association shall

reimburse the Board for the cost of the stipends and any associated retirement costs.

2. The Association President shall be released for two hours per day from all teaching duties to participate in negotiations, mediation, bargaining, grievances, arbitrations, labor/management meetings, hearings or to participate in local, state and national meetings on behalf of the Association. In addition, the Association President shall be entitled to a stipend for additional days beyond his/her regular school year, not to exceed 250 days, for the same reasons.

3. The Association President shall retain full status as a teacher and shall continue to receive his/her salary from the District. The Association President shall also retain his/her entitlement to employment benefits received by other teachers in the District.

4. The Association will compensate the District for the Association President's stipend set forth in (A) above, including both the Board and the President's share of any STRS contributions for the stipend amount. The Association will also pay any fees, premiums, interest or other costs associated with this additional STRS payment.

5. The Association President, upon request, shall have the right to return to the department and school he/she left upon assuming the Presidency. The President shall accrue all seniority as if he/she had never left.

6. By each June 1st, the Association President may request that certain Association representatives be provided with a stipend for TPO, to be paid in equal installments, or as otherwise mutually agreed upon between the Association and District, in an amount not to exceed the terms listed above, and under the same conditions. The Association will compensate the District for the full cost, including both the District and the teacher's STRS contributions for this stipend.

7. The teachers' right to the stipend is expressly contingent upon continued designation by the Association President. If for any reason, the Association President withdraws the designation, either during or at the beginning or end of the school year, the teacher's stipend shall be immediately terminated and the teacher shall have no recourse either under the Agreement or any statutory provision. The stipend shall contain an express acknowledgement of this condition and an express waiver of any contractual or statutory rights. If a designated teacher refuses to execute the contract, the District shall have no obligation to offer such employee a stipend under this agreement.

8. The parties expressly acknowledge and agree that this agreement shall not increase any financial contribution or obligation of the District.

C. Association Leave

1. Up to a maximum of fifteen (15) days per year shall be available for Association business and shall be used in half or full day increments. Should the Association deplete these days, the Association shall receive six (6) additional days to conduct Association business but shall be responsible for paying the cost of the substitute(s). Such leave shall be requested through the Association President and subject to the approval of the Superintendent. Such approval shall not be unreasonably withheld.

2. The Association President shall be released with full pay and benefits for two (2) hours per school day to conduct Association business.

ARTICLE 24 – VOLUNTARY PROFESSIONAL GROWTH

(does not apply to long-term substitutes)

Effective June 30, 2013, the VPG program shall be discontinued, and no new VPGs shall be recognized or awarded by the District. All VPGs that were previously awarded to teachers, including any VPGs awarded after August 1, 2011, shall be grandfathered by the District, according to the terms of the Agreement under which they were earned (i.e., permanent or four-year).

ARTICLE 25 – PAYROLL PRACTICES

A. General

1. Payroll deductions, including, but not limited to Tax-Sheltered Annuities and Ohio Deferred Compensation Plans for teachers shall be available for enrollments, change or termination by the teacher at any time during the contract year.

2. The number of separate annuity companies for which payroll deductions shall be made shall be limited to twenty (20), provided however that deductions shall continue to be made for annuity companies for which deductions are being made as of January 1, 2009. Thereafter, when a particular annuity company no longer receives deductions from any teacher, that company shall be deleted from the list of authorized companies until a total of twenty companies remain. If the number of annuity companies drops below twenty, new companies will only be permitted if at least three (3) teachers make application for the same company unless a teacher who had deductions to an annuity company prior to January 1, 2009 chooses to have deductions made to a new company.

3. Each teacher shall have the responsibility to determine that his/her payroll deductions for tax-sheltered annuities do not exceed the maximum amount

provided in Section 403(b) of the Internal Revenue Code and regulations applicable to that Section, and shall not seek any payroll deduction in excess of that amount. In the event the Board Treasurer and/or Board are assessed any taxes, charges, penalties or interest as a result of deductions by a teacher which exceed the IRS maximum limit, those amounts shall be reimbursed by the teacher to the Board Treasurer.

B. Association Dues

1. The Board shall provide payroll deductions of dues for membership in the Association, the Northeastern Ohio Education Association, Ohio Education Association, and the National Education Association. For new members hired prior to the start of the school year, enrollment periods for payroll deductions of membership dues shall be from September 1st to October 15th of each year. Whenever possible, payroll deduction for membership dues shall commence with the first pay period in November but in no event later than the second pay period in November, and continue through the remaining contract year.

2. Authorization shall be on a continuing basis unless a request for withdrawal is submitted, in writing to the Treasurer, as provided herein:

   a. Continuing membership authorization may be withdrawn during a period of fifteen (15) days from August 15th - 31st each year. Notification of the desire to withdraw payroll deduction authorization shall be submitted, in writing by the bargaining unit member to the Treasurer during the fifteen (15) day period noted above. The bargaining unit member shall furnish the Association President with a copy of such notification.

3. Following the membership enrollment period, a teacher new to the District may choose payroll deduction for Association dues following commencement of contract duties, to be distributed in equal amounts for the remaining pays.

4. The balance of the annual deduction shall be deducted from the final paycheck of the bargaining unit member resigning their position or having their employment terminated after October 20th of any school year during the duration of this Agreement.

C. Political Organizations

1. Payroll deductions for teachers will be available for contributions to political organizations, the OEA Fund for Children and Public Education, and parties.

2. Authorization for any deduction must be in writing on a form submitted to the office of the Board Treasurer. The form will be available in each instructional building. No deduction will be made until a completed, signed form is on file with the Board Treasurer. The form shall identify the amount to be deducted, the

number of pays from which the deduction shall be made. Deductions must be for consecutive pays and for the same amount each pay.

3. The Board Treasurer, the Administration, and the Board will not be held responsible or liable for any contribution deduction if the teacher leaves the employment of the Board prior to the end of the contract year.

D. Additional Tax Withholdings

Authorization for additional tax withholdings must be in writing on an IRS-W4 form or State of Ohio IT-4 form or online through the Districts Employee Access Center. No deductions will be made until a completed, signed form is on file with the Board Treasurer.

E. Mandatory Salary Reduction Plan

For purposes of taxable income, the Board will report a reduction in salary to the Internal Revenue Service in the amount equivalent to the annual contribution paid by teacher to STRS.

F. In addition to the Ohio Deferred Compensation Plan, the Board shall make available at least one other 457 Plan.

G. The Board shall establish and administer a "cafeteria plan" that meets the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Under the Section 125 cafeteria plan, teachers will be allowed to set aside pretax dollars for (1) dependent care reimbursement for dependents under age thirteen (13) who live in the teacher's household or for a dependent or spouse who is physically or mentally unable to care for himself/herself, up to annual IRS limits; and (2) medical expense reimbursement for certain medical, dental or vision expenses incurred for medical care provided during the current plan year, up to annual IRS limits. Teachers will have an opportunity on an annual basis to enroll in the "cafeteria plan." Any insurance premium payment made by a teacher will automatically be through the Section 125 plan without the teacher having to enroll to have his/her insurance premium payment be through the Section 125 plan. Any insurance premium amounts are not included in the medical expense reimbursement. The election to participate may not be revoked during the current plan year unless there is a change in the teacher's circumstances (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Pretax dollars set aside under this plan that are not used cannot be returned to the teacher, per Section 125 requirements. Details surrounding the Section 125 "cafeteria plan" will be provided on an annual basis at the time of enrollment and are also available through the Board Treasurer's office.

H. Pay Periods

1. Teachers shall be paid in twenty-four (24) pays on the tenth (10th) and twenty-fifth (25th) of each month.

2. For the 2014-2015 school year only, any employee whose last pay as an employee of the Board falls on July 31 shall be provided insurance coverage through August 31, 2015.

3. If a payday falls on a weekend day or bank holiday, the payday will be on the last workday prior to the regularly scheduled payday.

I. Direct Deposit

1. The pay for all teachers shall be deposited directly in any financial institution designated by the teacher which is a member of the ACH (Automatic Clearing House) and can accept wire transfers.

J. Payment and Deferral of Severance Pay

1. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Agreement and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), retiring teachers shall have the total amount that otherwise would be payable to them as severance pay under Article 33 (collectively referred to herein as "Severance Pay") mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). For purposes of this Agreement, the arrangement is referred to as the "403(b) Plan."

2. The terms of the 403(b) Plan shall include the following:

   a. Participation in the 403(b) Plan shall be mandatory for any teacher who is entitled to Severance Pay who is or will be age 55 years or older in the calendar year in which the teacher retires, or, in the case of a retired/rehired teacher, resigns.

   b. If a retiring teacher is a participant in the 403(b) Plan, in lieu of the teacher receiving a cash payment of Severance Pay, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the lesser of:

      (1) The total amount of the Participant's Severance Pay, or

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

c. The required contribution to the 403(b) Plan shall be made within the time frame described in Article 33 regarding the payment of Severance Pay.

d. To the extent that a teacher's Severance Pay exceeds the maximum amount allowable under the 403(b) Plan, the maximum amount per year shall be paid into the 403(b) Plan within the first fifteen (15) days of January in subsequent calendar years to a maximum amount of five (5) calendar years after the teacher's retirement year.

e. The TSA that shall be used for the 403(b) Plan shall be the group annuity contract of AIG. Participants in the 403(b) Plan shall be required to complete AIG enrollment forms, and unless and until a teacher does so, no contribution of Severance Pay shall be made to the 403(b) Plan on behalf of the teacher. A successor company(ies) to AIG may be selected at any time by mutual agreement of the Board and the Association.

f. If a teacher is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall nevertheless be paid to the 403(b) Plan and then be paid to a Beneficiary of the teacher in accordance with the terms of the 403(b) Plan.

g. The Plan Year of the 403(b) Plan shall be the calendar year.

h. After adoption of the 403(b) Plan, any administrative fees shall be borne by the 403(b) Plan Participants.

3. Any teacher who is entitled to severance pay who is not an eligible participant in the 403(b) Plan will continue to be eligible for any and all severance payments in accordance with Article 33. The teacher may elect to defer such payments to a tax-sheltered annuity that is tax qualified under the Internal Revenue Code Section 403(b) (a "TSA") as permitted by law and Board policy.

4. All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the Association guarantee any tax results associated with 403(b) Plan, deferrals to a TSA or check payments made to a teacher.

K. Any teacher who agrees to take an additional class shall be paid 20% of the BA-0 Base salary, exclusive of supplemental contracts. The creation of additional classes shall be kept to a minimum.

L. Effective March 1, 2007, if the District cannot find a qualified substitute for a teacher who is on an extended leave of absence, any teacher agreeing to substitute for one class of the absent teacher shall be paid 20% of his/her per diem rate, exclusive of supplemental contracts, for each day he/she substitutes for that class.

ARTICLE 26 – MILEAGE ALLOWANCE

Mileage at the rate approved by the Internal Revenue Service in effect at the time of travel, will be paid to teachers who use personal vehicles for assigned travel between buildings. This amount will be paid monthly. Mileage reimbursements are to be submitted within thirty (30) days after the month has concluded for the month that the mileage is being submitted. For example, the September mileage report is due by October 30. Per IRS Publication 463, any mileage reimbursement sixty (60) days or older will be paid through payroll and will be taxed rather than through a separate accounts payable payment.

ARTICLE 27 – CREDIT FLEXIBILITY COMMITTEE

A. A committee consisting of the High School Principal and the High School Department/Division Chairs shall be convened as needed to review all plans and applications which are submitted by students wishing to participate in the District's Credit Flexibility Program.

B. Any teacher who has been identified, in a previously approved Credit Flexibility Plan, to assist a student in successfully completing their plan shall be compensated at the Paid Substitution rate of .000886 of the BA base. The number of hours the teacher is expected to perform in this capacity shall be determined by the Credit Flexibility Committee prior to the approved implementation of the plan.

C. Both parties mutually agree to review and adjust procedures, workload, and compensation annually, as appropriate.

ARTICLE 28– DEPARTMENT/DIVISION CHAIRPERSONS AND TEAM LEADERS

A. Department/Division Chairpersons and Middle School Team Leaders shall not evaluate or participate in evaluation of teachers.

B. Department/Division Chairpersons shall have a maximum of five (5) teaching assignments. The Counseling Department Chairperson at the high school, due to the nature of the job, shall not have reduced assignments. However, the High School Counseling Department Chairperson shall receive eight (8) days of pay at his/her per diem rate, paid at the end of the school year, in lieu of the reduced assignments. Middle School Team Leaders will have a maximum of five (5) teaching assignments.

C. Division Chairpersons (Grades 9-12 for two related departments that do not have a Department Chairperson)

1. Salary

Teacher[1]	Salary - % of Base
0-10	13
11-20	14
21+	15

2. Substituting

Division Chairpersons may be required to substitute up to three (3) times per week and shall receive no additional compensation for such substitutions.

D. Department Chairpersons and Middle School Team Leaders shall be compensated as follows:

Teacher[1]	Salary - % of Base
0-4	6.5
5-9	7.0
10+	7.5

[1]Number of teachers responsible to the Chairperson (excluding the Chairperson)

ARTICLE 29 – SUMMER SCHOOL SALARY

The salary for teachers of summer school shall be at the rate of .0008 times the BA base salary per hour.

ARTICLE 30 – SUPPLEMENTAL DUTY SCHEDULE

A. Service by teachers extending before or after such teacher's regular duty day that is not a part of the regular teaching duties shall be deemed supplemental duties and shall be set forth in a limited contract of one year. Each supplemental contract shall expire on the date stated therein without further notice to the teacher.

B. A teacher offered a supplemental contract pursuant to this provision shall execute and return such contract to the Board Treasurer/designee within fifteen (15) days after receipt of contract or eighteen (18) days after contract is sent by registered or certified mail. Failure to execute and timely return the contract as required herein shall constitute a rejection of such offer of employment. After execution and receipt of said contract by the

Board Treasurer/designee, no teacher shall resign from such contract after July 10th unless released by the Board.

C. The percentages listed are computed on the BA base salary. Where years of experience are listed, the teacher is required to be experienced in that particular sport or activity within Strongsville City Schools.

D. The Board is not required to fill any supplemental duty position.

E. Full-year supplementals shall be paid in equal installments over all twenty-four (24) pay periods. Seasonal supplementals shall be paid in equal installments over eight (8) pay periods during the applicable season. Upon the commencement of the season, compensation will be reduced by the number of days any supplemental holder does not attain the proper licensure or certification(s).

F. No Faculty Manager for Athletics will coach during the season they hold a Faculty Manager for Athletics contract.

G. A supplemental committee of six (6) members, consisting of the SEA President, the Assistant Superintendent, and two (2) members chosen by each respectively, shall meet annually to review applications for new supplementals and consider potential updates to the existing supplemental schedule. The committee shall make non-binding recommendations to the Superintendent. A Memorandum of Understanding shall reflect any agreed upon changes to Article 30.

H. The parties agree that effective with the 2023-24 school year, employees awarded a supplemental contract shall be placed at the applicable experience level based on their years of experience in the supplemental position within Strongsville City Schools. If an employee who held a supplemental contract during the 2022-23 school year would receive a reduction in supplemental compensation for that same supplemental contract in the 2023-24 school year, the employee will be placed in the lowest years of experience column in which the compensation will be the same or higher than the 2022-23 compensation. The employee shall remain in that same year of experience column until such time as their experience level moves them to the next column.

In the event that no column placement would allow for the employee's 2023-24 compensation to be the same or higher than the employee's 2022-23 compensation when the employee is holding the same position in 2023-24 as they did in 2022-23, the employee shall continue to earn his/her 2022-23 dollar amount for that supplemental contract until such time as the employee no longer holds the supplemental contract or the compensation per the supplemental schedule meets or exceeds his/her 2022-23 rate.

For new supplementals that were initiated in the 2022-23 or 2023-24 school year, employees awarded the supplemental contract that have previously performed these duties on a voluntary basis within the last five (5) school years and in accordance with full implementation of the extracurricular activity shall be placed in the appropriate

experience column that reflects inclusion of their voluntary experience in Strongsville City Schools over the past ten (10) school years. Each applicable employee shall submit the designated form to the Assistant Superintendent detailing his/her voluntary experience. In the event that requested experience is not granted in full by the Assistant Superintendent, the employee may appeal, first to the Assistant Superintendent, then to the Superintendent.

FALL ATHLETICS					
		Percentage of BA Base At Given Experience Level:			
Sport	**Position**	**0 - 3 Years**	**4 - 7 Years**	**8 - 9 Years**	**10+ Years**
Cheerleading	High School Head	11	12	13	14
	High School Assistant	10	11	12	13
	Middle School Head	9	10	11	12
Cross Country	High School Head	14	15	16	17
	High School Assistant	11.5	12.5	13.5	14.5
	Middle School Head	11.5	12.5	13.5	14.5
	Middle School Assistant	10	11	12	13
Faculty Manager	Fall Faculty Manager (2)	13	14	15	16
Football	High School Head	21	22	23	24
	High School Assistant	13	14	15	16
	Middle School Head	12	13	14	15
	Middle School Assistant	10	11	12	13
Golf	High School Head	12.5	13.5	14.5	15.5
	High School Assistant	10	11	12	13
Intramurals	Middle School Advisor	5	6	7	8

Soccer	High School Head	16	17	18	19
	High School Assistant	12	13	14	15
Tennis	High School Head	12.5	13.5	14.5	15.5
	High School Assistant	10	11	12	13
Volleyball	High School Head	16	17	18	19
	High School Assistant	11.5	12.5	13.5	14.5
	Middle School Head	11.5	12.5	13.5	14.5

WINTER ATHLETICS

		Percentage of BA Base At Given Experience Level:			
Sport	**Position**	**0 - 3 Years**	**4 - 7 Years**	**8 - 9 Years**	**10+ Years**
Basketball	High School Head	20	21	22	23
	High School Assistant	13	14	15	16
	Middle School Head	11.5	12.5	13.5	14.5
Cheer	High School Head	11	12	13	14
	High School Assistant	10	11	12	13
	Middle School Head	9	10	11	12
Dance	High School Head	11	12	13	14
Gymnastics	High School Head	14	15	16	17
	High School Assistant	11.5	12.5	13.5	14.5
Faculty Manager	Winter Faculty Manager (2)	13	14	15	16
Hockey	High School Head	16	17	18	19
	High School Assistant	11.5	12.5	13.5	14.5

WINTER ATHLETICS

Sport	Position	Percentage of BA Base At Given Experience Level: 0 - 3 Years	4 - 7 Years	8 - 9 Years	10+ Years
Intramural	Middle School Advisor	5	6	7	8
Spirit Squad	High School Head	6.5	7.5	8.5	9.5
Swimming	High School Head	16	17	18	19
	High School Assistant	11.5	12.5	13.5	14.5
Wrestling	High School Head	20	21	22	23
	High School Assistant	12	13	14	15
	Middle School Head	11.5	12.5	13.5	14.5
	Middle School Assistant	10	11	12	13

SPRING ATHLETICS

Sport	Position	Percentage of BA Base At Given Experience Level: 0 - 3 Years	4 - 7 Years	8 - 9 Years	10+ Years
Baseball	High School Head	16	17	18	19
	High School Assistant	11.5	12.5	13.5	14.5
Faculty Manager	Spring Faculty Manager (1)	13	14	15	16
Intramurals	Middle School Advisor	5	6	7	8
Lacrosse	High School Head	16	17	18	19
	High School Assistant	11.5	12.5	13.5	14.5
Softball	High School Head	16	17	18	19
	High School Assistant	11.5	12.5	13.5	14.5

SPRING ATHLETICS

Sport	Position	Percentage of BA Base At Given Experience Level: 0 - 3 Years	4 - 7 Years	8 - 9 Years	10+ Years
Tennis	High School Head	12.5	13.5	14.5	15.5
	High School Assistant	10	11	12	13
Track	High School Head	17	18	19	20
	High School Assistant	12.5	13.5	14.5	15.5
	Middle School Head	11.5	12.5	13.5	14.5
	Middle School Assistant	11	12	13	14
Volleyball	High School Head	16	17	18	19
	High School Assistant	11.5	12.5	13.5	14.5

PERFORMING ARTS

Focus	Position	Percentage of BA Base At Given Experience Level: 0 - 3 Years	4 - 7 Years	8 - 9 Years	10+ Years
Band	High School Director of Bands - Marching and Concert	17	18	19	20
	High School Assistant Director of Bands - Marching and Concert	12	13	14	15
	High School Assistant Director of Marching Band (Fall)	8	9	10	11
	High School Director of Athletic Band (Winter)	3.5	4.5	5.5	6.5
	High School Color Guard Advisor (Fall)	8	9	10	11
	High School Jazz Band	8	9	10	11
	Middle School Band Director	8	9	10	11
	Middle School Jazz Band	4	5	6	7
	High School Drumline Instructor	7	8	9	10

PERFORMING ARTS					
		Percentage of BA Base At Given Experience Level:			
Focus	**Position**	**0 - 3 Years**	**4 - 7 Years**	**8 - 9 Years**	**10+ Years**
Choir	High School Director of Vocal Music	15	16	17	18
	High School Show Choir Director	12	13	14	15
	Middle School Vocal Director	8	9	10	11
	Middle School Show Choir Director	4	5	6	7
Drama	Director of Fall Play	9	10	11	12
	Assistant Director of Fall Play	5	6	7	8
	Director of Stagecrafts of Fall Play	3	4	5	6
Musical	Director of Musical	11	12	13	14
	Assistant Director of Musical	6	7	8	9
	Vocal Director of Musical	8	9	10	11
	Choreographer of Musical	8	9	10	11
	Pit Orchestra Director	8	9	10	11
	Keyboard Accompanist	5	6	7	8
	Director of Stagecrafts of Musical	3	4	5	6
Orchestra	High School Director of Orchestras	15	16	17	18
	High School Chamber Strings	8	9	10	11
	Middle School Orchestra Director	8	9	10	11
	Middle School Chamber Strings	4	5	6	7

CLUBS / ADVISORS

Level	Position	Percentage of BA Base At Given Experience Level: 0 - 3 Years	4 - 7 Years	8 - 9 Years	10+ Years
High School	Academic Challenge	5	6	7	8
	Class Advisor - Freshman	3.6	4.6	5.6	6.6
	Class Advisor - Sophomore	3.6	4.6	5.6	6.6
	Class Advisor - Junior	5.4	6.4	7.4	8.4
	Class Advisor - Senior	5.4	6.4	7.4	8.4
	DECA	5	6	7	8
	Detention Supervisor	6.6	7.6	8.6	9.6
	Key Club Advisor	6.5	7.5	8.5	9.5
	Mock Trial	6	7	8	9
	Model UN	4	5	6	7
	Mu Alpha Theta / Math Club	2	2.5	3	3.5
	National Art Honor Society	2	2.5	3	3.5
	National English Honor Society	3	4	5	6
	National History Day Club	5	6	7	8
	National Honor Society	5.4	6.4	7.4	8.4
	Journalism and Media	8.1	9.1	10.1	11.1
	Student Council	6.5	7.5	8.5	9.5
	Yearbook	10	11	12	13
	High School Unified Sports Advisor	2	2.5	3	3.5
	High School Rho Kappa Advisor	2	2.5	3	3.5
Middle School	Detention Supervisor	6.5	7.5	8.5	9.5
	Student Council	6	7	8	9
	Yearbook	6	7	8	9
	Middle School Supplementals	5	6	7	8
Elementary Schools	Elementary Supplementals	5	6	7	8

ARTICLE 31 – EXTENDED SERVICE

A. Service by teachers extending before or after such teacher's regular duty year shall be deemed supplemental duties and shall be set forth in a limited contract of one year. Each supplemental contract shall expire on the date stated therein without further notice to the teacher.

B. The dates of extended service shall be mutually determined by the teacher and the building administrator or appropriate supervisor at least thirty (30) calendar days before the first date of extended time. The dates of extended service before a school year shall be mutually determined by the building administrator or appropriate supervisor before the end of the previous school year. Once these dates are established, they cannot be changed unless there is mutual agreement between the teacher and administration.

C. A teacher offered a supplemental contract pursuant to this Article shall execute and return such contract to the Board Treasurer/designee within fifteen (15) days after receipt of said contract or eighteen (18) days after the contract is sent by registered or certified mail. Failure to execute and timely return the contract as required herein shall constitute a rejection of such offer of employment. After execution and receipt of said contract by the Board Treasurer/designee, no teacher shall resign from such contract after July 10th unless released by the Board.

ARTICLE 32 – SEVERANCE PAY

(does not apply to long-term substitutes)

A. Retirement or Death of Teacher with fewer than fifteen (15) years in the District

A teacher will be eligible for severance pay according to the following provisions:

1. The benefit shall be a lump-sum payment to eligible teachers upon their retirement/death and shall be paid in accordance with the 403(b) Plan outlined in Article 25J for those fifty-five years or older in the calendar year of their retirement.

2. In order to be eligible for this benefit from the District, the teacher must have completed one (1) to fourteen (14) years of service with the district. Such evidence must be provided to the Board Treasurer prior to the payment following the effective date of the teacher's retirement/death. Payment shall be made in January of the year following retirement/death.

3. The severance pay shall be equal to the value of thirty percent (30%) of the teacher's accumulated but unused sick leave not to exceed one hundred fifteen (115) days. The value shall be computed at the teacher's per diem rate of pay at

the last date of employment. No supplemental pay shall be used in the computation of severance pay.

4. Payment of severance pay shall eliminate all sick leave credit accumulated by a teacher.

5. In the case of the teacher's death before receiving severance payment, the severance payment shall be made within sixty (60) days of the teacher's death to the teacher's estate in a manner prescribed by law.

B. Resignation excluding an employee that has resigned under threat of termination or non-renewal, Retirement, or Death of Teacher with fifteen (15) or more Years in the District

A teacher will be eligible for severance pay according to the following provisions:

1. The benefit shall be a lump-sum payment to eligible teachers upon their resignation, retirement, or death and shall be paid in accordance with the 403(b) Plan outlined in Article 26J for those fifty-five years or older in the calendar year of their retirement.

2. In order to be eligible for this benefit from the District, the teachers must have completed a minimum of fifteen (15) years of service with the District. Such evidence must be provided to the Board Treasurer prior to the payment following the effective date of the teacher's resignation/retirement/death. Payment shall be made in January of the year following resignation or retirement.

3. The severance pay shall be equal to the value of thirty percent (30%) of the teacher's accumulated but unused sick leave not to exceed one hundred thirty-five (135) days. The value shall be computed at the teacher's per diem rate of pay at the last date of employment. No supplemental pay shall be used in the computation of severance pay.

4. Payment of severance pay shall eliminate all sick leave credit accumulated by a teacher.

5. In the case of the teacher's death before receiving severance payment, the severance payment shall be made within sixty (60) days of the teacher's death to the teacher's estate in a manner prescribed by law.

ARTICLE 33 – INSURANCES

A. Carriers

The Board may change carrier(s) for any of the insurance programs contained herein provided that such coverage and services shall not be less than provided by the present

carrier(s). The Board will advise the Association at least forty-five (45) days in advance of the effective date of the intended change and meet with the Association to discuss the matter at least thirty (30) days in advance of the intended change.

B. Comprehensive Major Medical Insurance

1. Full-time Teachers

Effective August 1, 2016, the Board shall pay eighty percent (80%) for family and individual premiums for comprehensive major medical insurance programs, and the employee shall pay twenty percent (20%) of the premium. The major medical insurance plan is summarized in the charts in this Article. Employees who voluntarily participate in biometric testing (to be defined as body mass index, glucose, blood pressure, and cholesterol only) and complete the health risk assessment shall pay fifteen percent (15%) of the premium. All biometric testing and the completion of the health risk assessment shall be provided at no cost to the employee. Any employee who elects to participate in the biometric testing and the health risk assessment, but elects to do so off campus, shall be able to do so at no cost to the employee so long as the testing is done by an in-network provider.

2. Part-time Teachers

All part-time teachers who work a minimum of 18.75 hours per week and a minimum of 150 days per year may elect to participate in the medical insurance plan by contacting the Coordinator of Payroll / Benefits and completing all required forms. The Board will pay 50% of the individual or family premium for such teachers. The remainder of the premium will be paid by the teacher via payroll deduction.

3. Coverage Waiver Option

a. Teachers eligible for Board-paid contributions towards medical insurance coverages, who waive the right to insurance for one (1) full school year will receive a lump sum payment on the second pay period in September following the one (1) year waiver period. The waiver will remain in effect unless revoked by the teacher at the end of the school year. Should a teacher elect to participate in the program, the teacher must complete a waiver of coverage form and submit to the Coordinator of Payroll / Benefits. A teacher who withdraws from the program may not re-enter same until the following year. A newly-employed teacher may elect to participate by completing the waiver of coverage at the time of initial employment. Payment shall be made to such teachers on a pro rata basis.

(1) A full-time teacher waiving individual or family coverage shall receive a $1200 payment per year.

(2) An eligible part-time teacher waiving individual or family coverage shall receive a $600 payment per year. To be eligible a teacher must be at least a 50% teacher and must work at least 150 days per school year and work hours that equal or exceed 3-3/4 hours per day for the majority of the 150 days.

b. In the event of a change in circumstances, the teacher may reinstate coverage, provided he/she has filed the proper application card with the Benefits Specialist. A change in circumstances would include divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility coverage, a court order requiring coverage, or other enrollment rights consistent with federal law. Such reentry into the insurance program shall preclude the teacher from receiving the medical insurance waiver payment in lieu of coverage as indicated above.

4. Special Enrollment Rights

a. If teachers have declined enrollment for themselves or for their spouse or their dependents because of other health insurance or group health plan coverage, teachers may be able to enroll themselves and their spouse or their dependents in this plan if they or their spouse or their dependents lose eligibility for the other health insurance or group health plan coverage (or if the employer stops contributing towards their or their spouse's or dependents' other coverage). However, they must request enrollment within 31 days after they or their spouse's or their dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

b. In addition, if teachers have a new dependent as a result of marriage, birth, adoption or placement for adoption, they may be able to enroll themselves and their dependents. However, they must request enrollment within 31 days after the marriage, birth, adoption or placement for adoption.

c. To request special enrollment or obtain more information, teachers must contact the Coordinator of Payroll / Benefits.

5. Presently-employed teachers who are eligible but have not enrolled for medical insurance may enroll during the period from November 1st through November 30th of each year. Teachers may not change coverage, except during the enrollment period from November 1st through November 30th of each year. This enrollment limitation does not apply to presently-enrolled teachers who may change coverage by completing new enrollment forms (family to single, single to

family) at any time. The change in coverage will take effect on that date or a future date as designated by the teacher at the time of enrollment.

6. A newly-hired teacher will be insured on the first date of employment as established by the teacher contract provided the teacher has enrolled and reports to work in accordance with the provisions of his/her contract.

7. The summary of benefits for medical insurance can be referenced in Appendix H.

C. Dental Insurance

1. Full-time Teachers

The Board shall provide dental insurance fully paid by the Board which provides two (2) cleanings and two (2) examinations per twelve (12) month period. Supplemental dental insurance may be purchased by the employee under the Met Life High Option Dental Plan or equivalent, fully paid by the employee.

2. Part-time Teachers

All part-time teachers who work a minimum of 18.75 hours per week and at least 150 days per school year may elect to participate in the insurance under the terms stated in paragraph C(1) above on a pro-rata basis.

3. The summary of benefits for dental coverage can be referenced in Appendix I.

4. Coverage Waiver Option

a. Teachers eligible for Board-paid contributions towards dental insurance coverages, who waive the right to such insurance for one (1) full school year will receive a lump sum payment on the second pay period in September following the one (1) year waiver period.

b. Full-time teachers waiving individual or family coverage shall receive a $150 payment per school year, and eligible part-time teachers waiving individual or family coverage shall receive a $75 payment per school year on the second pay period in September following the one (1) year waiver period.

For part-time teacher to be eligible, that teacher must be at least a fifty percent (50%) teacher.

c. In the event of a change in circumstances, the teacher may reinstate coverage, provided he/she has filed the proper application card with the Coordinator of Payroll / Benefits. A change in circumstances would include divorce, death of spouse, change in employment status including

employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law. Such re-entry into the insurance program shall preclude the teacher from receiving the dental insurance waiver payment in lieu of coverage as indicated above.

d. Should a teacher elect to participate in the program, the teacher must complete a waiver of coverage form in lieu of a dental application. A teacher who withdraws from the program may not re-enter same until the following year. Once a teacher opts for the waiver, it stays in effect until the teacher revokes it. A newly-employed teacher may elect to participate by completing the waiver of coverage at the time of initial employment. Payment shall be made to such persons on a pro rata basis.

5. Presently-employed teachers who are eligible but have not enrolled for dental insurance may enroll during the period from November 1st through November 30th of each year. This enrollment limitation does not apply to presently enrolled teachers who may change coverage by completing new enrollment forms (family to single, single to family) at any time. The change in coverage will take effect on that date or a future date as designated by the teacher at the time of enrollment.

6. A newly-hired teacher will be insured on the first day of the following month as established by the teacher contract provided the teacher has enrolled in the dental insurance program and reports to work in accordance with the provisions of his/her contract.

D. Prescription Drug Insurance

Prescription drug coverage shall be in accordance with the Summary of Insurance Specifications that can be referenced in Appendix K.

1. Generic Incentive

a. If a Brand Name Prescription Drug is purchased when a Generic Prescription Drug is available and medically appropriate (as determined by the member's Physician), the member will pay the difference between the cost of the Generic and Brand Name Prescription Drug in addition to the Brand Name co-pay.

E. Vision Insurance

1. A Vision Insurance Plan shall be offered to employees with the premium costs fully paid by the employee. The summary of benefits for vision coverage can be referenced in Appendix J.

F. Group Life Insurance

Strongsville City Schools will provide group life insurance as follows:

1. Beginning with the first of the month following employment, each teacher shall receive a Board-paid term life insurance policy in the face amount of either, and at the teacher's option, (1) two times the teacher's base salary calculated to the nearest thousand dollars in accordance with the January contract salary; or (2) $50,000.

2. For teachers who elect life insurance in the amount equal to two times their salary calculated to the nearest thousand, the Board shall comply with Internal Revenue Service guidelines in reporting the cost of the premiums as income but shall not withhold any money for the potential taxes on that income unless required by IRS regulations.

3. Each teacher shall have the privilege of having a payroll deduction to purchase additional group coverage under guidelines as related to the Board adopted life insurance plan presently in force.

4. The guidelines for Additional Term Life Insurance shall be written as per direction of the insurer and the Superintendent.

5. Each teacher on a Board-approved leave shall have the right of continuing the life insurance policy, at the teacher's own expenses. Premium payments shall be remitted to the Board Treasurer by the first of each month.

6. When the teacher terminates employment per the life insurance policy, the employee shall have the right to convert their group life policy to an individual policy with the current carrier, at their own expense, as long as the employee qualifies under the terms of the insurance policy. Please refer to the insurance policy for terms regarding reduction schedule of coverage (i.e., age reduction, reduction in life amount, waiver of premium benefit, and termination policy at certain age).

7. The Administration will notify employees of anticipated inactive status.

G. Insurance / Wellness Committee

1. An Insurance/Wellness Committee will be composed of up to five (5) members appointed by the Superintendent and up to five (5) from the Association appointed by the SEA President, as well as the SEA President. The OEA Labor Relations Consultant may participate.

2. It shall be the function of this Committee to review the insurance program currently in existence in the District, with a view to curbing health care costs

through employee education, providing review and recommendations, or other control measures, providing that any change in plan specifications must be made through negotiations and agreement of the parties to this Agreement.

3. Should the District experience a medical premium renewal that is over Ten Percent (10.0%), the SEA Insurance / Wellness Committee will meet to explore plan design changes that will reduce the premium increase to Ten Percent (10.0%) or below.

4. The Committee will meet at least twice a year to discuss issues related to the current plan and to study options to the current plan which would improve its efficiency and effectiveness. At the discretion of the Superintendent, the SEA and OAPSE Insurance / Wellness Committees may meet at the same time.

5. The Committee shall be provided with all relevant financial documentation and shall be authorized to require the carriers and/or insurance broker to furnish data and required reports concerning cost trends and funding levels.

H. Health Reimbursement Account

1. The District recognizes that participation in the wellness program is an employee's personal choice and that it demonstrates a commitment to a healthier lifestyle. As a means to offset the premium costs to employees and to reward wellness participation, the District will provide a Health Reimbursement Account (HRA) by putting resources on an HRA card. The card may be used for any medical, dental, vision, or prescription costs. The amount of resources that the employee will receive will be based on the employee's wellness program status listed below and will be added to the card on the first of each month in the month following when the level was earned. For example, an employee that reaches Bronze status in March will be allocated the applicable Bronze funds in April. Employees are eligible for this HRA if they meet the definition of a part-time teacher and are enrolled in the Strongsville City Schools health insurance plan.

Dedicated Amounts Earned Per Status Level					
	Bronze	**Silver**	**Gold**	**Platinum**	**Total Funds Available**
Single	$25	$25	$50	$50	**$150**
Family	$50	$50	$100	$100	**$300**

The insurance / wellness committee will be charged to provide a recommendation as to the criteria to achieve bronze, silver, gold and platinum status. The committee will present its non-binding recommendations to the Superintendent and SEA President. Finalization of the HRA Status Level criteria will be made by

mutual agreement between the Superintendent and Association President no later than September 30, 2023.

Employees may begin to earn points for the HRA status levels from December 1, 2023 - November 30, 2024. For each year thereafter, points may be earned from December 1 - November 30. Employees with Bronze, Silver or Gold status will have their HRA card go back to $0 on December 31st each year. Employees who reach Platinum status may roll the entirety of their balances over to the next plan year. At the end of employment, no balances will be transferred to the employee.

ARTICLE 34 – SALARY AND SALARY SCHEDULE PLACEMENT

(This entire Article does not apply to Long-term Substitutes.)

A. No state or federal taxes will be deducted on the amount of any teacher's contribution to STRS (the "pick-up") with the appropriate notations made on the individual teacher's W-2 form, using the salary reduction method.

B. All calculations for per diem rates shall be based upon 184 days.

C. All teachers shall be placed correctly on the indexed salary schedule according to their years of service and training and paid in accordance with that placement. No teacher as currently placed on the salary schedule shall be adversely affected by this provision.

1. BA column – Teachers who have received a Bachelor's Degree from a college or university.

2. BA+15 column – Teachers who have at least fifteen (15) hours in addition to the teacher's Bachelor's Degree.

3. BA+30 – Teachers who have at least thirty (30) hours in addition to the teacher's Bachelor's Degree.

4. MA – Teachers who have received a Master's Degree from a college or university.

5. MA+15 – Teachers who have at least fifteen (15) hours in addition to the teacher's Master's Degree.

6. MA+30 – Teachers who have at least thirty (30) hours in addition to the teacher's Master's Degree.

7. EDS/MA+50/PS – Teachers who have at least fifty (50) hours in addition to the teacher's Master's Degree or an EDS degree or a Psychologist Specialist degree from a college or university.

8. Ph.D. – Teachers who have received a Ph.D. or an Ed.D, degree from a college or university.

D. For advancement on the salary schedule, only credit hours earned subsequent to the degree shall be considered. "Hours" means semester hours (or equivalent). "Semester Hours" means a unit of credit granted by an accredited institution of higher education as described herein for the satisfactory completion of a semester course. One (1) semester hour is equivalent to thirty (30) contact hours. No teacher as currently placed on the salary schedule shall be adversely affected by this provision.

E. In order to advance beyond the Master's Degree level on the salary schedule, all work taken must have been acquired from an approved (Ohio Department of Education or equivalent from another state) teacher training college or university. All course work must be of graduate level taken following the conferring of the Master's Degree. Continuing Education Units, also known as CEUs, do not qualify as graduate-level coursework and shall not be considered for purposes of salary schedule placement or advancement.

Prior approval must be obtained from the Assistant Superintendent and all graduate work must be earned in one's teaching field or represent a purposeful pattern of teaching leading to a recognized advanced education degree or a higher level of teacher certification/licensure or lead to additional approved certification/licensure by the Ohio Department of Education.

F. Each teacher who works part-time shall have his/her full time equivalency calculated by dividing the number of instructional minutes (defined for this purpose as student contact time) by the number of instructional minutes worked by full time teachers in the applicable building.

G. Salary Schedule Placement

1. Initial Placement – Teacher

a. Prior to initial employment the administration and the individual teacher shall discuss how many years of prior teaching and/or military experience the Board is willing to recognize/grant for purposes of placement on the appropriate salary schedule. The administration has the authority to negotiate salary schedule placement for new teachers which may be greater or lesser than the statutory minimum of five (5) years. For purposes of negotiating initial placement, one (1) year of teaching experience means one hundred twenty (120) days in a single district as a regular teacher or substitute. In no event will the initial placement exceed actual years of experience.

b. If a new teacher with five (5) or more years of experience is asked to accept placement on the salary schedule below the state minimum, he/she will be asked to sign a waiver (see Appendix G) relinquishing his/her rights to be placed on the salary schedule in accordance with state minimum standards (i.e., as a condition of employment, teachers may be asked to accept placement on the salary schedule below the state minimum standards which otherwise require recognition of at least five (5) years prior actual teaching and/or military experience).

c. Teaching experience completed in other school districts must be verified in writing by the appropriate school official and filed with the Assistant Superintendent. Failure to identify all years of relevant teaching experience at the time of initial application/employment shall preclude the teacher from later claiming the omitted years for purposes of placement on the appropriate salary schedule.

2. Recognition of Additional Academic Training

a. Each certificated/licensed teacher who completes additional academic training which would qualify him/her for a higher salary bracket shall file, by September 15th with the Assistant Superintendent, satisfactory evidence of completion of such training in order to be eligible for a move on the appropriate salary schedule during that school year. Upon receipt of the official transcript of grades indicating satisfactory completion of courses and/or degrees, the Assistant Superintendent shall then certify to the Board Treasurer that the teacher qualifies for a change of salary classification. The Board Treasurer shall then immediately place the certificated/licensed teacher in the proper salary bracket in accordance with his/her academic training and experience and certify such salary, training, and experience to the State Board of Education. The Board Treasurer shall also send a salary notification to the certificated/licensed teacher and to the Assistant Superintendent.

b. Satisfactory evidence for purposes of the September 15th deadline can include the official transcript of grades indicating satisfactory completion of courses and/or degrees; a letter from the Registrar's office indicating additional training, provided the letter indicates than an official transcript will be furnished as quickly as possible; or on-line documentation with an official transcript to follow. No change in salary will occur until the official transcript is filed with the Assistant Superintendent.

3. One Year of Teaching Experience – for Purposes of Advancement on the Salary Schedule

   a. One year of teaching experience for purposes of appropriate salary schedule placement means a minimum of one hundred twenty (120) days of teaching in the District in any contract year for full-time teachers.

   b. Any teacher employed as of January 1, 1994 who has been receiving a year of service credit for at least 3-3/4 hours per day (or the weekly equivalent) for at least one hundred twenty (120) days per year in the District shall continue to receive such credit on the same basis.

   c. For part-time teachers employed after January 1, 1994, one year of teaching experience will be pro-rated (e.g., .5 FTE will require two (2) years of one hundred twenty (120) days or more in the same district; .4 FTE will require three (3) years of one hundred twenty (120) days or more in the same district) in order to receive one (1) year of service for placement on the appropriate salary schedule. Any amount over 1.0 years will accumulate to the next school year (e.g., a teacher employed as a .6 teacher one school year and employed as a .6 teacher the next school year will have accumulated 1.0 years of service with the .2 year accumulation being credited to the next school year).

4. Transcript of Credits and Teaching Certificates/Licenses

   a. All certificated/licensed teachers new to the District must furnish an official transcript of credit; a copy of a valid, current teaching certificate/license for the subjects they are assigned to teach (or a letter from the college/university stating that all requirements have been met for certification/licensure) and a negative tuberculosis test result taken within ninety (90) days of employment.

   b. These documents must be on file in the office of the Assistant Superintendent prior to the first day of employment. It is the teacher's responsibility to supply such documents. Failure to supply such written materials may result in the Board Treasurer refusing to issue a salary warrant.

5. Renewal of Certificates/Licenses

   Evidence of certification/licensure or proof of timely application must be on file with the Assistant Superintendent before the start of the school year. The failure to do so will result in the withholding of pay until such documentation is filed.

H. Effective August 1, 2023, the PhD column on the salary schedule will be eliminated. Any teacher on the PhD column in 2022-23 or any teacher who has documentation of being enrolled and working towards a PhD on or before July 31, 2023 will be grandfathered.

I. Teacher salaries for the term August 1, 2026, through July 31, 2028, shall be in accordance with the Certified Salary Schedule Index.

Also, the parties agree as follows:

1. Any step and column freezes for the 2011-12 school year shall not be made up or restored.

2. For the 2026-27 school year, the BA-0 base salary will be increased by three percent (3.0%). (See Attachment I for the 2026-27 teacher salary schedule.)

3. For the 2027-28 school year, the BA-0 base salary will be increased by two and one-half percent (2.5%). (See Attachment II for the 2027-28 teacher salary schedule.)

ARTICLE 35 – SALARY SCHEDULE FOR SCHOOL COUNSELORS, PSYCHOLOGISTS, SPEECH LANGUAGE PATHOLOGISTS, AND TRANSITION COORDINATOR

School counselors, psychologists, speech language pathologists, and the Transition Coordinator shall be paid a salary equal to the total of (a) the salary schedule as set forth at the end of Article 35; (b) the per diem rate of said salary for each day assigned by the Superintendent/designee, beyond the school year but established for the school year before the beginning of any extended time for the school year; (c) additional compensation as specified below for job description responsibilities of the psychologists and the Transition Coordinator that requires scheduling conferences and other job duties on occasional weekends, and before and after school; and (d) additional compensation as specified below for job description responsibilities for high school counselors that requires scheduling conferences and other job duties on occasional weekends, and before and after school, which shall include attendance at Commencement ceremonies (unless their absence is approved by the high school principal), evening parent meetings, master schedule, and emergency situations where the Superintendent / Designee directs school counselor support. The purpose of this additional compensation is for work specified that must occur at times not included in the school counselors contracted school year, school day, and/or extended time. Excluding Commencement, the aforementioned additional job description responsibilities shall also apply to middle school counselors.

School Counselor - High School	3.5% of BA base salary
School Counselor - Middle School	1.75% of BA base salary
Psychologist	4.5% of BA base salary
Transition Coordinator	3.5% of BA base salary

ARTICLE 36 – MERIT INCENTIVE FOR ATTENDANCE AWARD

A. Any teacher having an exemplary attendance record during his/her contract year (no use of sick leave and personal leave days other than those personal leave days pre-approved to attend events normally classified as professional leave) will be provided a Merit Incentive for Attendance Award. Sick leave used for the purposes of bereavement and days donated to the Sick Leave Bank shall not be counted as absence for the purposes of merit incentive for attendance. The Merit Incentive for Attendance Award may be earned monthly for each month from September through May and shall be as follows:

Perfect attendance:

Full-time	zero (0) days – $100 per month
Part-time	zero (0) days – $50 per month

B. The Merit Incentive Award shall be included with the teacher's regular pay check; however, the amount of tax to be withheld from the Merit Incentive Award will be calculated separately from the regular pay at the IRS recommended rate for supplemental wages.

ARTICLE 37 – SMALL GROUP INSTRUCTORS

A. As of the start of the 2008-2009 school year, the classification of small group instructors has been eliminated and the then current small group instructors have become intervention specialists.

B. Persons formerly assigned as small group instructors have been placed on the teacher salary schedule in accordance with their education level and have been credited with a maximum of ten years of credit for salary experience purpose. In no event will any person formerly assigned as a small group instructor suffer a reduction in salary as a result of this conversion.

C. All former small group instructors who became intervention specialists beginning with the 2008-2009 school year shall not receive seniority credit for work as a small group instructor prior to the 2008-2009 school year. All other employees who worked as a small group instructor and who made a transition to another bargaining unit position prior to the 2008-2009 school year shall have their seniority grandfathered.

ARTICLE 38 – PROGRESSIVE DISCIPLINE

A. No Bargaining Unit Member shall be disciplined without good and just cause. Bargaining Unit Members shall be notified if a report is submitted to the Ohio Department of Education and provided a copy of such report. Progressive discipline does not preclude bypassing lesser disciplinary actions in cases of flagrant violations.

B. For first offense situations and any subsequent offenses where such action is deemed appropriate by the Administrator involved, an oral warning may be issued at a conference for that purpose. Subsequent offenses may subject a Member to letters of reprimand or further disciplinary action. Each party shall have the right to a representative of his/her choice at any disciplinary conference.

C. Progressive Discipline Steps

The following steps of progressive discipline will be used by the Administration:

Step 1: Oral reprimand

Step 2: Written reprimand

Step 3: Suspension with or without pay, not to exceed five (5) days

Step 4: Termination in accordance with O.R.C. §3319.16

- Steps may be bypassed for flagrant violations

D. During an investigation, the Bargaining Unit Member may be relieved of his/her duties without loss of pay or benefits.

E. Before a Bargaining Unit Member is issued an oral reprimand, a written reprimand, or is suspended without pay for not more than five (5) days, the Bargaining Unit Member shall receive a written notice of a hearing on the possible discipline. The notice shall specify that the Bargaining Unit Member is entitled to bring an SEA and OEA representative to the meeting. If necessary, the hearing will be rescheduled by mutual agreement to accommodate the attendance of a representative(s).

F. Following the hearing, the Bargaining Unit Member and representative(s) shall be advised in writing of the discipline to be imposed.

G. Bargaining Unit Members have the right to appeal any discipline issued for Steps 1, 2, and 3 through the grievance procedure of this Agreement. Step 4 – termination – shall be through the O.R.C. 3319.16 statutory procedure.

ARTICLE 39 - SECURITY CAMERA VIDEO FOOTAGE

A. The parties agree that the video footage obtained by the cameras in gymnasiums will not be used to evaluate teachers.

B. The parties agree that security cameras will not be used for the primary purpose of monitoring employees.

C. The affected bargaining unit member will be notified if video footage will be used in an investigatory process. The bargaining unit member will be provided an opportunity to view the video footage.

D. Access to such video footage of gymnasiums will be limited to administrative personnel and custodians as much as feasible.

E. Before additional cameras will be installed in the District affecting members of the bargaining unit, the SEA President will be notified.

ARTICLE 40 – DURATION, EFFECT AND FORM

A. This Agreement shall become effective August 1, 2026, and remain in full force and effect through and including July 31, 2028.

B. This Agreement shall constitute the full and complete agreement between the parties and supersedes and cancels all previous negotiated agreements, past practices between the Board and the Association, and any other verbal or written agreements which are not otherwise incorporated into this Agreement. All prior negotiated agreements between the Board and the Association are null and void by this Agreement. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment of this Agreement and shall be controlling on both parties collectively and individually.

C. This Agreement, by reference, shall be a part of the individual teacher's contract. Any changes in this Agreement shall become a part of that contract on the effective date of said changes.

D. Should any provision of this Agreement be held illegal by a court of final jurisdiction, such provision shall be deemed invalid, but the remainder Agreement shall be deemed valid and subsisting. The parties agree to begin bargaining over such area within thirty (30) days of the courts' decision.

E. Notwithstanding any other provisions of this Agreement, the parties agree to reopen the contract at the request of either the Board or the Association to bargain the effects of the "Every Student Succeeds Act". The procedure set forth in Article 3 will govern these

midterm negotiations, with the exception of that part of Section A.4, which requires the commencing of negotiations in February.

F. The Board and Superintendent shall retain their rights to manage the District. It is understood that certain of these rights are limited by the specific provisions of this Agreement and such provisions shall be controlling.

G. This Agreement shall be printed in booklet form within thirty (30) days of agreement and signed by the Board President and Association President. The cost of printing shall be borne by the Board. Fifty (50) copies shall be given to the Association President.

IN WITNESS WHEREOF, authorized representatives of the parties have caused their names to be hereunto subscribed on this 11th day of December, 2025.

FOR THE BOARD:

President, Board of Education

Superintendent

Treasurer

FOR THE ASSOCIATION:

President, Strongsville Education Association

APPENDIX A
(page 1 of 2)
STRONGSVILLE CITY SCHOOLS
GRIEVANCE FORM

Level_____

For the grievance to be processed, it must be signed by the Building Representative. State the grievance in clear and concise terms, specifying the alleged violation. See Article 3 paragraph B.

Name of Grievant_____ Date of Filing_____

Signature of Building Representative_____Building_____

Assignment_____

Date of Event Giving Rise to Grievance_____

Date of Level I Meeting_____

Section of Agreement allegedly violated_____

Statement of Grievance_____

_____

_____

_____

Relief Sought_____

_____

_____

Signature of Grievant_____

Signature of Administrator_____

Date_____

- continued –

APPENDIX A (page 2 of 2)

Grievance Disposition

TO:_____ Date:_____

This is to inform you that your grievance filed on _____

Level _____ was disposed of as follows: (The response must be stated in clear, concise terms, and must include a response to each of the specific provision(s) of the Agreement allegedly violated.)

_____

_____

_____

_____

_____

_____

Date of Hearing:_____

Participating at Hearing:_____

Administrative Signature:_____

Date:_____

Grievant/Representative Signature:_____

Date:_____

APPENDIX B

STRONGSVILLE CITY SCHOOLS

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

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the Strongsville City School District. Employee is employed as a _____ (name of position). Please complete the information outlined below so that the Employee's eligibility can be determined.

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

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

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

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

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

_____
Health Care Provider (Please print or type.)

_____
Signature

_____
Telephone Number Date

Return this form to

Assistant Superintendent
Strongsville Board of Education
18199 Cook Avenue
Strongsville, OH 44136

This form should be sent directly to the Association President who will forward needed days in the order received. Any day(s) not forwarded to the Board in this case will be returned to the teacher who donated the day(s).

APPENDIX C

STRONGSVILLE CITY SCHOOLS

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

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

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

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

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

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

(Indicate whether actual _____ or estimated _____).

_____
Health Care Provider (Please print or type.)

_____
Signature

_____
Telephone Number Date

Return this form to

Assistant Superintendent
Strongsville Board of Education
18199 Cook Avenue
Strongsville, OH 44136

APPENDIX D

STRONGSVILLE CITY SCHOOLS

UNPAID PARENTAL LEAVE APPLICATION FOR CERTIFICATED EMPLOYEES

This application must be filed thirty (30) calendar days prior to commencement of the leave. Parental leave without pay may be granted to teachers who are the parent of a newborn, legal ward (guardianship), or adopted child. A parental leave may begin at any time (a) upon commencement of the pregnancy, (b) in the event of adoption, the receipt of custody, (c) upon completion of the period of sick leave used for pregnancy disability, or (d) any time before the child reaches age 18. Only one leave per child shall be granted, and the leave shall be taken only in one block.

NAME_____ DATE:_____

PRESENT POSITION:_____ BUILDING:_____

Anticipated Date of Birth/Adoption:_____

Do you anticipate using paid sick leave related to the pregnancy or birth of the child prior to the beginning of the unpaid parental leave?_____

If yes, what is the anticipated last day of work?_____

What is the anticipated date for the beginning of unpaid parental leave?_____

What is the anticipated date of return to work?_____

How do you want to be paid for days already worked when parental leave starts?_____

_____

Additional information if needed:_____

_____

_____

Signature: _____
Signature of Parental Leave Applicant

_____
Principal/Administrator Signature

_____
Signature of Assistant Superintendent

Attachments: Salary Payoff Option Form
Benefit Continuation Form

APPENDIX E

STRONGSVILLE CITY SCHOOLS
SICK LEAVE DONATION FORM

I _____ wish to donate _____ days of sick leave to the Sick Leave Bank.

I understand that this donation is irrevocable and will be automatically deducted from my accumulated sick leave.

_____

Signature (date)

Submit this form to the Assistant Superintendent.
The teacher shall make a copy of this form for his/her own records.

APPENDIX F

STRONGSVILLE CITY SCHOOLS
APPLICATION TO USE SICK LEAVE BANK

I _____ wish to apply for _____ days of sick leave from the Sick Leave Bank.

I have reviewed the criteria found in Article 14B of the Agreement and agree that if this application is approved, I will comply with all requirements of that Section.

I will need days from the sick leave bank because _____

_____

_____

_____

_____

_____
(Signature and date)

This form along with a doctor's verification required by Article 14B must be forwarded to the Assistant Superintendent who will review the application with the Association President. (Application forms will remain confidential to the extent allowed by law. Please send directly to the Assistant Superintendent in an envelope marked "confidential".)

APPENDIX G
STRONGSVILLE CITY SCHOOLS
WAIVER OF YEARS OF SERVICE AND AGREEMENT TO
PLACEMENT ON TEACHERS' SALARY SCHEDULE

_____ (hereinafter the "Teacher") and the Board of Education of the Strongsville City Schools District (hereinafter the "Board") mutually agree Teacher will be given credit for _____ years of service and placed at Step _____ of the School District salary schedule for prior years (years being defined as 120 days or more in one school year and in one public school district or chartered nonpublic school) of service as a certificated/licensed teacher under ORC 3319.22 and/or years of active military service in accordance with ORC 3317.13 and 3317.14.

For good and valuable consideration and mutual promises, the receipt and sufficiency of which is hereby acknowledged, the Teacher for himself/herself, his/her spouse, heirs, successors, assigns, and representatives waives any claims or right to additional years of service to which Teacher might otherwise be entitled under ORC 3317.13 or 3317.14 and releases the School District, the Board as a corporate entity, its members, Superintendent, administrators, and employees of every nature and description concerning the claims or alleged rights arising directly or indirectly from present and past placement on the schedule arising from contract and/or state statute for service credit for past years of teaching as stated above.

The Teacher acknowledges that the foregoing, combined with the Teacher's employment contract, constitutes the entire agreement between himself/herself and the School District and Board and this document is a full, final, and complete waiver and release of all the Teacher's rights and claims against the School District, the Board as a corporate entity, its individual members, its Superintendent, administrators, representatives and employees, arising out of the claims and allegations the Teacher may have concerning placement on the teachers' salary schedule. The Teacher further waives any rights to litigate any and all issues relating directly or indirectly to claims which are the subject of this Waiver and Agreement in federal or state courts, through grievances or arbitration proceedings, or through any other proceedings, including but not limited to administrative proceedings or appeal.

The Board of Education as a corporate entity, its members, its Superintendent and its administrators and employees and the Strongsville City School District do not waive any defenses available to them in any similar litigation.

The Teacher further acknowledges that his/her execution of this Waiver and Agreement is voluntary and of his/her own free will and desire. The Teacher states further that he/she has read this Waiver and Agreement and that he/she understands the terms and conditions herein and has had the opportunity to discuss its terms and conditions with legal counsel of his/her choice.

_____ _____

Teacher Date Witness

APPENDIX H

STRONGSVILLE CITY SCHOOLS
EXPLANATION OF BENEFITS - MEDICAL

Strongsville City Schools Certified		
Benefits	**Network**	**Non-Network**
Benefit Period	January 1st through December 31st	
Dependent Age Older Age Child	26 28 Removal upon End of Month	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Initial Group Waiver; All Others: 6-12	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Not Apply	
Benefit Period Deductible – Single/Family[1]	$500 / $1,000	1,000 / $2,000
Coinsurance	80% / 20%	60% / 40%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$1,500 / $3,000	Unlimited
Physician/Office Services		
Office Visit (Illness/Injury)[2]	$25 PCP/$25 Specialist copay, then 100%	60% / 40%
Urgent Care Office Visit[2]	$50 copay, then 100%	60% / 40%
Surgical Services in Physicians Office	100%	60% after deductible
Medically Necessary Immunizations	80% after deductible	60% after deductible
Administration of H1N1	100%	60% after deductible
Allergy Treatments/Injections	$5 copay, then 100%	60% after deductible
Allergy Testing	80% after deductible	60% after deductible
Preventative Services		
Preventive Services, in accordance with state and federal law[3]	100%	60% after deductible
Routine Physical Exams (Age 21 and over)	100%	60% after deductible
Well Child Care Services including Exam Routine Vision and Hearing Exams, Immunizations and Laboratory Tests (To age 21)	100%	60% after deductible
Routine Vision Exams including Refraction (Age 21 and over)	100%[4]	60% after deductible
Routine Hearing Exams (Age 21 and over)	100%[4]	60% after deductible
Routine Mammogram (One per benefit period)	100%	60% after deductible
Routine Pap Test (One per benefit period)	100%	60% after deductible
Routine Immunizations	100%	60% after deductible
Routine Laboratory, X-ray and Medical Tests (All Ages)	100%	60% after deductible
Routine Endoscopic Services (All ages)	100%	60% after deductible
Outpatient Services		
Surgical Services (other than a physician's office)	80% after deductible	60% after deductible
Diagnostic Services (except Diagnostic Mammograms)	100% (Professional); 80% after deductible (Facility)	60% after deductible
Diagnostic Mammograms	100%	60% after deductible
Physical / Occupational Therapy	$25 PCP/$25 Specialist copay, then 100% (Professional)	60% after deductible

	80% after deductible (Facility)	
Pulmonary / Inhalation / Respiratory Therapy	$25 PCP/$25 Specialist copay, then 100% (Professional) 80% after deductible (Facility)	60% after deductible

Benefits	Network	Non-Network
Chiropractic Therapy (20 visits per benefit period)	$25 PCP/$25 Specialist copay, then 100%	60% after deductible
Speech Therapy (20 visits per benefit period)	$25 PCP/$25 Specialist copay, then 100% (Professional) 80% after deductible (Facility)	60% after deductible
Cardiac Rehabilitation	$25 PCP/$25 Specialist copay, then 100% (Professional) 80% after deductible (Facility)	60% after deductible
Emergency use of an Emergency Room[5]	$125 copay then 100%	$125 copay then 100%
Non-Emergency use of an Emergency Room[5,6]	$125 copay then 80%	60% / 40%
Inpatient Facility		
Semi-Private Room and Board	80% after deductible	60% after deductible
Inpatient Newborn Care	100%	60% after deductible
Diagnostic Services	80% after deductible	60% after deductible
Maternity	80% after deductible	60% after deductible
Skilled Nursing Facility (100 days per benefit period)	80% after deductible	60% after deductible
Inpatient Physical Medicine Rehabilitation (60 days per benefit period)	80% after deductible	60% after deductible
Additional Services		
Ambulance	80% after deductible	80% after deductible
Dental – Oral Accident	$25 PCP/$25 Specialist copay, then 100% (Professional) 80% after deductible (Facility)	60% after deductible
Diabetic Education & Training	$25 PCP/$25 Specialist copay, then 100%	60% after deductible
Medical Nutritional Therapy	$25 PCP/$25 Specialist copay, then 100%	60% after deductible
Jobst/Elastic Stockings	80% after deductible	60% after deductible
Injectable Contraceptives and the administration covered in other than a pharmacy	80% after deductible	60% after deductible
Contraceptive Devices	100%	60% after deductible
Durable Medical Equipment including Prosthetic Appliances and Orthotic Devices (Wigs following chemotherapy or radiation therapy limited to one per benefit period)	80% after deductible	60% after deductible
Home Healthcare	80% after deductible	60% after deductible
Hospice	80% after deductible	80% after deductible
Organ Transplants (Transportation and Lodging limited to $10,000 per transplant)	100%	50% after deductible
Private Duty Nursing ($50,000 per benefit period; $100,000 per lifetime)	80% after deductible	60% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

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

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

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

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

---

[1] Maximum family deductible. Member deductible is the same as single deductible.
[2] The office visit copay applies to the cost of the office visit only.
[3] Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.
[4] Services are paid at percentage indicated unless it is a preventive service which includes evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.
[5] Copay waived if admitted.
[6] The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

APPENDIX I

STRONGSVILLE CITY SCHOOLS
EXPLANATION OF BENEFITS - DENTAL

STRONGSVILLE CITY SCHOOLS		
	Met Life Exams & Cleanings only	**Met Life High Option**
Employee Contribution	0%	Voluntary - 100% Employee Paid
Deductible:		
In-network/Out-of-network	None	$50 Single/$75 Family
Deductible waived for preventative services	Yes	Yes
Benefit Level (In & Out)	In/Out	In/Out
Preventive (Cleanings)	100%/100%	Not covered
Preventive (Exams)	100%/100%	Not covered
X-Rays	not covered	100% / 100% of negotiated fees
Sealants	not covered	100% / 100% of negotiated fees
Space Maintainers	not covered	100% / 100% of negotiated fees
Basic (Fillings)	not covered	80% / 80% of negotiated fees
Major (Crowns, Bridges)	not covered	80% / 80% of negotiated fees
Ortho (Braces)	not covered	60% / 60% of negotiated fees
Periodontics/Endodontics/Oral Surgery	not covered	Covered as basic services
Implants	not covered	Covered under Major
Calendar Year Maximum (In & Out)	$2,500	
Lifetime Ortho Maximum (In & Out)	not covered	$2,000
Pre-existing Limitation	No	No
Waiting period on major services	not covered	late entrants only

APPENDIX J

STRONGSVILLE CITY SCHOOLS
EXPLANATION OF BENEFITS - VISION

Covered Benefits	**Member Benefit from Blue View Vision Network Provider**	**Non-Network Reimbursement**
Vision Examination including dilation and refraction as needed. Covered once every 12 months.	$0 copayment	Up to $42
Prescription Lenses (Pair) Standard plastic lenses up to 56 mm; and all ranges of prescriptions	$0 copayment	
Covered once every 12 months.		
• Single Vision Lenses (pair)		Up to $40
• Bifocal Lenses (pair)		Up to $60
• Trifocal Lenses (pair)		Up to $80
Frames Covered once every 12 months.	No copayment, up to $200 retail value	Up to $45
Contact Lenses (in lieu of frame and lens benefits)		
Covered once every 12 months.		
• Contact Lenses (Elective)	No copayment, up to $250 retail value	Up to $105
• Contact Lenses (Non-Elective)	No copayment	Up to $210
Lens Options	**Member Cost for Upgrades**	
UV Coating	$15	Discounts on lens option upgrades are not available out–of-network
Tint (*Solid & Gradient)*	$15	
Standard Scratch-Resistance	$15	
Standard Polycarbonate	$40	
Standard Progressive *(Add-on to bifocal copayment)*	$65	
Standard Anti-Reflective Coating	$45	
Other Add-ons and Services	20% off retail	

APPENDIX K

STRONGSVILLE CITY SCHOOLS
EXPLANATION OF BENEFITS - PRESCRIPTION

Strongsville City Schools Certified Prescription Drug Program[1]		
Benefits	**Copay**	**Day Supply**
Benefit Period	January 1st through December 31st	
Dependent Age Limit	Same as Medical	
Formulary Retail Program with Oral Contraceptive and Formula Coverage [1, 2]		
Generic Copayment	$10	30
Formulary Copayment	$35	30
Non-Formulary Copayment	$60	30
Diabetic Supplies[3]	$0	30
Asthmatic Supplies[4]	$0	30
Formulary Mail Order Program with Oral Contraceptive and Formula Coverage [1,2]		
Generic Copayment	$20	90
Formulary Copayment	$70	90
Non-Formulary Copayment	$120	90
Diabetic Supplies[3]	$0	90
Asthmatic Supplies[4]	$0	90
Out of Pocket Maximum	$250 / $500	

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Insuring Entity. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Insuring Entity's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or

[1] [1]Includes Rx Selections→ Drug List: A list of drugs on the Rx Selections→ formulary will be used.
[2]Formula coverage will include infant formulas such as Elecare.
[3]Includes over-the-counter items, as well as insulin, syringes, needles, glucose monitors and meters.
[4]Includes Replacement bags, Peak Flow Meters and Inhalation Spacers only.

in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

No Coverage Management Programs will apply for the first 90 days. Effective 3/1/12 the Coverage Management Programs will apply.

Excludes: Fertility drugs; Immunizations (including oral)/Vaccines/Biologicals; Smoking Cessation Drugs; Onchomucosis drugs (toenail fungus)

APPENDIX L

STRONGSVILLE CITY SCHOOLS
FAIR SHARE FEE

This Article (formerly Article 24) was invalidated as a matter of law based on the U.S. Supreme Court decision in Janus v. AFSCME, Council 31, 585 U.S. 138 S. Ct 2448 (2018) and fair share fee will therefore not be implemented; however, the prior language in this Article is preserved here should the Supreme Court decision be overturned. If by judicial pronouncement or legislative enactment fair share fees are reinstated the parties will use this language and do not need to bargain further; except to bargain any necessary changes to comply with the law as reinstated.

FAIR SHARE FEE

A. Each teacher covered by this Agreement, who fails to voluntarily acquire or maintain membership in the Association by October 1st of any school year or within a thirty (30) day period following his/her initial employment, shall be required to pay a service fee which shall not exceed the dues paid by members of the Association, OEA, NEOEA, and NEA.

B. The Board Treasurer shall deduct the fair share fee from the paychecks of any teacher who elects not to join the Association beginning with the first paycheck in February. The annual fair share fee amount (or pro-rated fair share fee amount if the teacher was employed after the beginning of the school year) shall be deducted in substantially equal payments for the remainder of the paychecks for that school year. The Association Treasurer shall, during the month of September, notify the Board Treasurer of the amount of dues to be deducted for that school year. The Association shall be responsible for ensuring that the Fair Share Fee arrangement provided for in this section fully complies with the state and federal law. This provision shall not be interpreted to require any certificated/licensed teacher to become a member of the Association.

C. It shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for non-members, including religious objectors, which conforms to the provisions of ORC 4117.09(C).

D. The Association agrees to defend, indemnify, and hold harmless, the Board and/or its designees from all claims arising from the provisions as herein set forth. In the event the Board becomes a defendant in any proceeding arising from this Article, the Board shall promptly notify the Association which in turn shall immediately provide counsel selected by the Association.

APPENDIX M

CERTIFICATE
(O.R.C. 5705.412)

RE: MASTER AGREEMENT BETWEEN THE STRONGSVILLE CITY SCHOOL DISTRICT AND THE STRONGSVILLE EDUCATION ASSOCIATION

EFFECTIVE AUGUST 1, 2026- JULY 31, 2028

IT IS HEREBY CERTIFIED that the STRONGSVILLE SCHOOL DISTRICT BOARD OF EDUCATION has sufficient funds to meet the contract, obligation, payment,, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal years the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendars for the current fiscal year and for the two succeeding fiscal years as this certification shall cover the term of the contract.

DATED: _____

STRONGSVILLE CITY SCHOOL DISTRICT
BOARD OF EDUCATION

BY:_____
Treasurer

BY:_____
Superintendent of Schools

BY:_____
President, Board of Education

Delete expired salary schedules from new contract. The following are the current draft of the salary schedule prepared by the Treasurer.

ATTACHMENT I

STRONGSVILLE CITY SCHOOL
DISTRICT CERTIFIED SALARY
SCHEDULE INDEX

STEP	BA	BA15	BA30	MA	MA15	MA30	MA50	PHD
-	48,401	51,414	53,012	54,609	55,803	57,292	58,040	58,789
1	51,616	53,504	55,509	57,346	58,797	60,492	61,330	62,173
2	53,407	55,593	58,007	60,084	61,791	63,691	64,625	65,558
3	55,198	57,683	60,504	62,821	64,784	66,891	67,917	68,943
4	56,989	59,773	63,002	65,558	67,778	70,091	71,209	72,328
5	60,571	63,952	67,997	71,032	73,765	76,490	77,793	79,097
6	62,363	66,042	70,494	73,770	76,759	79,690	81,086	82,482
7	64,154	68,131	72,992	76,507	79,753	82,889	84,378	85,866
8	65,945	70,221	75,489	79,244	82,746	86,089	87,670	89,251
9	67,736	72,311	77,987	81,981	85,740	89,289	90,962	92,636
10	71,318	76,490	82,982	87,456	91,727	95,688	97,547	99,405
11	73,110	78,580	85,479	90,193	94,721	98,888	100,839	102,790
12	74,901	80,669	87,977	92,930	97,715	102,088	104,131	106,174
13	76,934	83,001	90,716	95,909	100,950	105,287	107,423	109,559
14	76,934	83,001	90,716	95,909	100,950	108,729	110,836	112,944
15	76,934	83,001	90,716	95,909	100,950	108,729	110,836	116,571
16	76,934	83,001	90,716	95,909	100,950	108,729	110,836	116,571
17	76,934	83,001	90,716	95,909	100,950	108,729	110,836	116,571
18	76,934	83,001	90,716	95,909	100,950	108,729	110,836	116,571
19	76,934	83,001	90,716	95,909	100,950	108,729	110,836	116,571
20	76,934	83,001	90,716	97,399	102,568	110,450	112,543	118,384

TEACHER SALARY SCHEDULE

BASE
48401
Effective 8/1/2026
$48,401.41
2026-2027

INDEX	BA	BA15	BA30	MA	MA15	MA30	MA50	PHD
0	1.000000	1.062247	1.095257	1.128268	1.152939	1.183691	1.199154	1.214617
1	1.066416	1.105422	1.146858	1.184820	1.214790	1.249799	1.267117	1.284547
2	1.103423	1.148596	1.198459	1.241373	1.276642	1.315907	1.335193	1.354478
3	1.140430	1.191770	1.250060	1.297925	1.338493	1.382016	1.403212	1.424408
4	1.177436	1.234944	1.301661	1.354478	1.400345	1.448123	1.471230	1.494339
5	1.251450	1.321293	1.404862	1.467582	1.524048	1.580340	1.607270	1.634200
6	1.288467	1.364467	1.456463	1.524135	1.585900	1.646447	1.675288	1.704129
7	1.325463	1.407642	1.508064	1.580687	1.647751	1.712556	1.743308	1.774060
8	1.362469	1.450816	1.559664	1.637239	1.709602	1.778664	1.811327	1.843990
9	1.399477	1.493991	1.611265	1.693792	1.771454	1.844773	1.879347	1.913921
10	1.473489	1.580340	1.714467	1.806896	1.895157	1.976988	2.015385	2.053781
11	1.510497	1.623514	1.766068	1.863449	1.957008	2.043097	2.083405	2.123712
12	1.547503	1.666689	1.817668	1.920002	2.018859	2.109204	2.151423	2.193642
13	1.589510	1.714863	1.874269	1.981553	2.085711	2.175313	2.219443	2.263573
14	1.589510	1.714863	1.874269	1.981553	2.085711	2.246421	2.289962	2.333502
15	1.589510	1.714863	1.874269	1.981553	2.085711	2.246421	2.289962	2.408433
16	1.589510	1.714863	1.874269	1.981553	2.085711	2.246421	2.289962	2.408433
17	1.589510	1.714863	1.874269	1.981553	2.085711	2.246421	2.289962	2.408433
18	1.589510	1.714863	1.874269	1.981553	2.085711	2.246421	2.289962	2.408433
19	1.589510	1.714863	1.874269	1.981553	2.085711	2.246421	2.289962	2.408433
20	1.589510	1.714863	1.874269	2.012329	2.119137	2.281975	2.325221	2.445899

TEACHERS SALARY INDEX

STRONGSVILLE CITY SCHOOLS

EFFECTIVE AUGUST 1, 2023, THE PhD COLUMN ON THE SALARY WILL BE ELIMINATED. ANY TEACHER ON THE PhD COLUMN IN 2022-23 OR ANY TEACHER WHO HAS DOCUMENTATION OF BEING ENROLLED AND WORKING TOWARDS A PhD ON OR BEFORE JULY 31, 2023 WILL BE GRANDFATHERED.

ATTACHMENT II

STRONGSVILLE CITY SCHOOL
DISTRICT CERTIFIED SALARY
SCHEDULE INDEX

STEP	BA	BA15	BA30	MA	MA15	MA30	MA50	PHD
-	49,611	52,699	54,337	55,975	57,198	58,724	59,491	60,258
1	52,906	54,841	56,897	58,780	60,267	62,004	62,863	63,728
2	54,742	56,983	59,457	61,586	63,335	65,283	66,240	67,197
3	56,578	59,125	62,017	64,391	66,404	68,563	69,615	70,666
4	58,414	61,267	64,577	67,197	69,473	71,843	72,989	74,136
5	62,086	65,551	69,697	72,808	75,610	78,402	79,738	81,074
6	63,922	67,693	72,257	75,614	78,678	81,682	83,113	84,544
7	65,758	69,835	74,817	78,419	81,747	84,962	86,487	88,013
8	67,593	71,976	77,376	81,225	84,815	88,241	89,862	91,482
9	69,429	74,118	79,936	84,031	87,884	91,521	93,236	94,952
10	73,101	78,402	85,056	89,642	94,021	98,080	99,985	101,890
11	74,937	80,544	87,616	92,448	97,089	101,360	103,360	105,359
12	76,773	82,686	90,176	95,253	100,158	104,640	106,734	108,829
13	78,857	85,076	92,984	98,307	103,474	107,919	110,109	112,298
14	78,857	85,076	92,984	98,307	103,474	111,447	113,607	115,767
15	78,857	85,076	92,984	98,307	103,474	111,447	113,607	119,485
16	78,857	85,076	92,984	98,307	103,474	111,447	113,607	119,485
17	78,857	85,076	92,984	98,307	103,474	111,447	113,607	119,485
18	78,857	85,076	92,984	98,307	103,474	111,447	113,607	119,485
19	78,857	85,076	92,984	98,307	103,474	111,447	113,607	119,485
20	78,857	85,076	92,984	99,834	105,133	113,211	115,357	121,343

TEACHER SALARY SCHEDULE

BASE
49611
Effective 8/1/2027
$49,611.45
2027-2028

INDEX	BA	BA15	BA30	MA	MA15	MA30	MA50	PHD
0	1.000000	1.062247	1.095257	1.128268	1.152939	1.183691	1.199154	1.214617
1	1.066416	1.105422	1.146858	1.184820	1.214790	1.249799	1.267117	1.284547
2	1.103423	1.148596	1.198459	1.241373	1.276642	1.315907	1.335193	1.354478
3	1.140430	1.191770	1.250060	1.297925	1.338493	1.382016	1.403212	1.424408
4	1.177436	1.234944	1.301661	1.354478	1.400345	1.448123	1.471230	1.494339
5	1.251450	1.321293	1.404862	1.467582	1.524048	1.580340	1.607270	1.634200
6	1.288467	1.364467	1.456463	1.524135	1.585900	1.646447	1.675288	1.704129
7	1.325463	1.407642	1.508064	1.580687	1.647751	1.712556	1.743308	1.774060
8	1.362469	1.450816	1.559664	1.637239	1.709602	1.778664	1.811327	1.843990
9	1.399477	1.493991	1.611265	1.693792	1.771454	1.844773	1.879347	1.913921
10	1.473489	1.580340	1.714467	1.806896	1.895157	1.976988	2.015385	2.053781
11	1.510497	1.623514	1.766068	1.863449	1.957008	2.043097	2.083405	2.123712
12	1.547503	1.666689	1.817668	1.920002	2.018859	2.109204	2.151423	2.193642
13	1.589510	1.714863	1.874269	1.981553	2.085711	2.175313	2.219443	2.263573
14	1.589510	1.714863	1.874269	1.981553	2.085711	2.246421	2.289962	2.333502
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16	1.589510	1.714863	1.874269	1.981553	2.085711	2.246421	2.289962	2.408433
17	1.589510	1.714863	1.874269	1.981553	2.085711	2.246421	2.289962	2.408433
18	1.589510	1.714863	1.874269	1.981553	2.085711	2.246421	2.289962	2.408433
19	1.589510	1.714863	1.874269	1.981553	2.085711	2.246421	2.289962	2.408433
20	1.589510	1.714863	1.874269	2.012329	2.119137	2.281975	2.325221	2.445899

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