

Jack Weisheit

NEGOTIATIONS AGREEMENT

between the

PICKERINGTON BOARD OF EDUCATION

and the

PICKERINGTON ASSOCIATION OF TEACHERS

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This agreement is made and entered into this 9th day of July, 1984, by and between the Pickerington Board of Education and the Pickerington Association of Teachers.

ARTICLE I

RECOGNITION

The Pickerington Board of Education, hereinafter referred to as "the Board", recognizes the Pickerington Association of Teachers, hereinafter referred to as "the Association", an affiliate of the Ohio Education Association and the National Education Association, as the sole and exclusive representative of all certificated employees of the Board.

ARTICLE II

BARGAINING UNIT

For the purposes of recognition and negotiations, the bargaining unit shall be defined as certificated regular full-time and part-time classroom teaching employees, including certificated classroom teachers, guidance counselors, reading teachers, speech and hearing therapists, librarians and nurses, who shall hereinafter be referred to as "unit members". Excluded from the unit are substitute teachers, principals and assistant principals and other administrative and supervisory personnel. The terms "administrator" and "supervisor" shall include any certificated or professional employee having the authority to hire, direct, transfer, assign, promote, evaluate, discipline or discharge other employees. For the purposes of this section, department chairpersons shall not be considered administration.

ARTICLE III

SUSTAINING RECOGNITION

The recognition of the Association will remain in effect for the duration of this negotiated Agreement.

ARTICLE IV

SCOPE OF NEGOTIATIONS

The obligation to bargain collectively means to negotiate at reasonable times and to execute a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not require the Board or the Association to agree to a proposal nor does it require the making of a concession.

Those matters which are negotiable are: Wages, Hours, Terms and other conditions of Employment and the continuation, modification, or deletion of an existing provision of this Agreement.

ARTICLE V

PROCEDURES FOR CONDUCTING NEGOTIATIONS

Upon request of either party for a meeting to open negotiations, a mutually accepted meeting date shall be set not more than fifteen (15) days following such request. In the school year prior to expiration, such request for negotiations will not be made prior to March 1. All issues proposed by the parties shall be submitted in comprehensive form to the representatives of each side at the first meeting. No additional issues shall be submitted by either party following the first meeting, unless mutually agreed by the parties. The second meeting, and all necessary subsequent meetings, shall be called at times mutually agreed by the parties.

The collective bargaining procedure shall be conducted between representatives of the Board and Association. These representatives shall be called the negotiating teams. Each team may consist of no more than five (5) members. Each party represented in the procedure shall determine who will be its team representatives. Team members shall be authorized and required to bargain in good faith, that meaning to present proposals, consider proposals, offer counter-proposals, make concessions and provide positions in behalf of the party represented with the purpose of reaching agreement on issues being discussed.

Either team may utilize the assistance of consultants, as it deems necessary, at any session to assist in the process. Cost of such consultants shall be borne by the party utilizing such consultants.

Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, and proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the meetings, as described above, such additional meetings shall be held, as the parties may require, to reach an understanding on the issue(s), or until an impasse is reached.

Upon request of either party at any time, the negotiation meeting shall be recessed to permit the requesting party a period of time to caucus.

Negotiation meetings shall be in executive session unless otherwise mutually agreed by both parties.

While no final agreement shall be executed without ratification by the Pickerington Association of Teachers and adoption by the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

Upon reasonable request, the Superintendent shall make available to the recognized teacher organization, such information as is pertinent to the issues under negotiation; provided, however, that nothing herein shall require the Superintendent to make available to said teacher organization any confidential information or reports expressly compiled for the use of the Board or its negotiators.

All tentative agreements, having been reduced to writing and duly ratified by the Association and subsequently approved by the Board, will be adhered to by all unit members for the life of this agreement.

ARTICLE VI

AGREEMENT OR DIFFERENCES

As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Association and Board of Education for approval. Following approval by the Association and Board of Education, a contract shall be entered into by both parties. The Association and the Board of Education agree to abide by the terms of the Agreement. The final agreement as adopted by the Board of Education and ratified by the Association will be duplicated and presented to each unit member. The cost of such duplications, including labor and materials, shall be borne equally by the Board of Education and the Association.

In the event an agreement is not reached after 45 days from the first bargaining session, either of the parties shall have the option of requesting the assistance of a federal mediator under the guidelines of the Federal Mediation Conciliation Service. In the event that the services of a mediator are called upon, the mediation process will last twenty-one (21) calendar days from assignment of a mediator or will last the time remaining between the assignment of a mediator and the expiration date of the contract, whichever is less.

ARTICLE VII

ASSOCIATION PRIVILEGES

The Association shall be granted the following sole and exclusive privileges:

Use of school facilities for meetings. Meetings shall be arranged to not interrupt normal instructional programs and in keeping with Board of Education policy governing use of building.

Use of school equipment such as duplicating machines, typewriters, calculators and audio-visual machines. Board of Education purchased consumable materials used by the Association, i.e., paper, shall be paid for by the Association at Board of Education cost plus a nominal fee for handling. The Association assumes full financial responsibility for any loss, or willful damage to Board of Education owned equipment while in use by the Association. The above mentioned equipment may only be used before or after the normal unit member day but not at any time which would conflict with normal school usage of this equipment.

The Board of Education agrees to designate one (1) bulletin board per school for use of the Association.

Use of internal school mail delivery.

Place identifying stickers on unit member's mailboxes. The Board of Education agrees to deduct from salaries of the unit members, dues for the Association/OEA/NEA/COTA and individual associations as said unit members, individually and voluntarily authorize the Board of Education to deduct, and to transmit the monies promptly, to the Pickerington Association of Teachers. Unit member authorization will be on a form provided by the Association. The Association relieves the Board of Education and all its officers from any liability in dues deduction disputes.

The Association shall receive an advance copy of the Agenda of each Board of Education meeting, including material received by the Board that is intended for public discussion and review. Such material shall be sent at the same time said material is sent to the Board.

The Association shall have the privilege of participation in the initial orientation meeting for new professional staff members to the extent approved by the Superintendent.

ARTICLE VIII
SALARY SCHEDULE
September, 1984

Years	B.A.		5 Yr.		M.A.		+15		+30	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.00	14,525.	1.09	15,832.	1.20	17,430.	1.255	18,229.	1.31	19,028.
1	1.045	15,179.	1.135	16,486.	1.255	18,229.	1.31	19,028.	1.365	19,827.
2	1.09	15,832.	1.18	17,139.	1.31	19,028.	1.365	19,827.	1.42	20,625.
3	1.135	16,486.	1.225	17,793.	1.365	19,827.	1.42	20,625.	1.475	21,424.
4	1.18	17,139.	1.27	18,447.	1.42	20,625.	1.475	21,424.	1.53	22,223.
5	1.225	17,793.	1.315	19,100.	1.475	21,424.	1.53	22,223.	1.585	23,022.
6	1.27	18,447.	1.36	19,754.	1.53	22,223.	1.585	23,022.	1.64	23,821.
7	1.315	19,100.	1.405	20,408.	1.585	23,022.	1.64	23,821.	1.695	24,620.
8	1.36	19,754.	1.45	21,061.	1.64	23,821.	1.695	24,620.	1.75	25,419.
9	1.405	20,408.	1.495	21,715.	1.695	24,620.	1.75	25,419.	1.805	26,218.
10	1.45	21,061.	1.54	22,368.	1.75	25,419.	1.805	26,218.	1.86	27,016.
11	1.495	21,715.	1.585	23,022.	1.805	26,218.	1.86	27,016.	1.915	27,815.
12	1.54	22,368.	1.63	23,676.	1.86	27,016.	1.915	27,815.	1.97	28,614.
13	1.585	23,022.	1.675	24,329.	1.915	27,815.	1.97	28,614.	2.025	29,413.
18	1.64	23,821.	1.73	25,128.	1.97	28,614.	2.025	29,413.	2.08	30,212.
25	1.695	24,620.	1.785	25,927.	2.025	29,413.	2.08	30,212.	2.135	31,011.

SALARY SCHEDULE RULES AND REGULATIONS:

1. Schedule is based on 185 days of annual service - 186 days for new teachers.
2. Each teacher who has completed training which would qualify him/her for a higher bracket shall file with the Treasurer of the Board of Education and the County Superintendent by September 15, an official transcript to verify the additional training.
3. Teachers new to the system shall be given full credit for each year of service as a regular public school teacher to a total of at least ten years and/or for not more than five years of military service. (Eight continuous months or more of active military service.)
4. The 150 hour column shall be defined as at least 150 semester hours and a bachelors degree.
5. For a teacher to qualify for the MA+15 column or the MA+30 column, the hours must be graduate level hours earned after the masters degree is conferred. The MA+15 and MA+30 columns refer to semester hours of training.

ARTICLE IX

SUPPLEMENTAL DUTY SCHEDULE

Coaches and advisors of extra-curricular activities shall be compensated as set forth in the schedule which is included and made a part of this agreement. The Board will grant extra duty pay to those teachers selected by the Superintendent of Schools, and authorized a one year supplemental contract by the Board of Education, who agree to perform extra-curricular assignments beyond the regular school day.

The following index shall be used to determine compensation for supplemental duties. The index ratios shall be applied to the base teacher salary (Bachelor Degree - 0 experience). Supplemental compensation shall be adjusted each time the base teacher salary is adjusted.

	<u>0</u>	<u>1 & 2</u>	<u>3 & 4</u>	<u>5 & 6</u>	<u>7 or more</u>
Group I	.12	.14	.16	.17	.19
Group II	.10	.12	.14	.15	.16
Group III	.08	.10	.12	.13	.14
Group IV	.075	.09	.105	.115	.125
Group V	.07	.08	.09	.10	.11
Group VI	.045	.055	.065	.075	.085
Group VII	.035	.045	.055	.065	.075
Group VIII	.03	.04	.045		
Group IX	.025	.03	.04		

RULES AND REGULATIONS:

1. All extra-curricular assignments shall be for one year.
2. Experience shall be defined as experience in the sport or activity.
3. An amount equal to one stipend only will be paid to any two or more club or class advisors who share an assignment.
4. Coaches new to the Pickerington School District will be given up to five years supplemental salary credit for coaching experience in the same sport outside the Pickerington School District. The Board may grant additional experience credit beyond five years.
5. When a new supplemental duty position develops, the Superintendent or his designee will determine the level placement after consultation with the Principal, Athletic Director for coaching positions, and the individual being considered for the position.
6. The Board of Education is not required to fill any supplemental duty positions.
7. This article is concerned with compensation for supplemental duties and particularly with equitable differentiation between the various levels of responsibility involved in supplemental duties. Assignment to supplemental duties is a responsibility of the administration with Board of Education approval.
8. No teacher shall have his/her regular teaching contract non-renewed because of a failure to accept a supplemental duty contract.

ARTICLE X

GROUP ASSIGNMENTS FOR EXTRA-CURRICULAR ACTIVITY POSITIONS

GROUP I

Athletic Director
Head Football Coach
Head Boys Basketball Coach
Head Wrestling Coach
Head Girls Basketball Coach
Marching Band Director

GROUP II

Head Soccer Coach
Head Baseball Coach *Girls Soccer*
Head Boys Track Coach
Head Girls Volleyball Coach
Head Girls Softball Coach
Head Girls Track Coach

GROUP III

Assistant Football Coach
Assistant Wrestling Coach
Reserve Boys Basketball Coach
Assistant Girls Basketball Coach
Assistant Marching Band Director

GROUP IV

Head Cross Country Coach
Head Boys Tennis Coach
Head Golf Coach
Assistant Soccer Coach
Assistant Baseball Coach
Assistant Boys Track Coach
Assistant Girls Volleyball Coach
Assistant Softball Coach
Assistant Girls Track Coach
Head Girls Tennis Coach

GROUP V

Freshman Football Coach
Freshman Boys Basketball Coach
Freshman Wrestling Coach
Freshman Baseball Coach
Freshman Boys Track Coach
Freshman Girls Basketball Coach
Freshman Girls Volleyball Coach
Freshman Softball Coach
Jr. High Boys Head Coach
Jr. High Girls Head Coach
Middle School Intramural Coordinator
Middle School Athletic Coordinator

GROUP VI

H.S. Varsity Cheerleader Advisor
Attached Units Advisor
Yearbook Advisor
Assistant Jr. High Boys Coach
Assistant Jr. High Girls Coach
Summer Baseball Coach
Summer Softball Coach
H.S. Musical Director

GROUP VII

Class Play Director
Football Physical Fitness - Head Coach -
1/2 increment

GROUP VIII

H.S. Assistant & Freshman Cheerleader
Advisor
H.S. Student Council Advisor
H.S. Senior Class Advisor
H.S. Junior Class Advisor
Vocal Music Ensemble Director
Assistant H.S. Musical Director
Football Physical Fitness - Assistant
Coach - 1/2 increment
Jr. High Cheerleader Advisor

GROUP IX

H.S. Club & Enrichment Advisor
H.S. Sophomore Class Advisor
H.S. Freshman Class Advisor
Assistant School Play Advisor
M.S. Enrichment Supervisor
M.S. Student Council Advisor
M.S. Musical Director
Outdoor Education Coordinator
Elementary Computer Coordinator

OTHER

Chapter I Coordinator - \$150
Major Curriculum Development Projects -
\$200

ARTICLE XI

INSURANCE BENEFITS

The Board agrees to provide the following insurance benefits for all regular teachers effective January 1, 1983:

1. Hospitalization & Major Medical

Blue Cross/Blue Shield plan UCR 365 with present riders and the Blue Cross/Blue Shield major medical plan with the following coverages:

1. 80%-20% co-insurance
2. \$100 single/\$200 family deductible
3. \$250,000 maximum benefit per claim

Single coverage - full premium

Family coverage - family premium less \$25 per month to be paid by the teacher

2. Life Insurance

The full amount of the premium for \$20,000 of group term life insurance for each teacher.

3. Dental Insurance

The full amount of the premium for teachers and their families for the Oasis Trust group insurance plan 15A.

Regular teachers who render part-time or hourly rated service shall be entitled to the above insurance benefits on a pro-rated formula based on the average number of hours worked per day.

The Association and Board agree that the Ohio Medical Indemnity, Inc. has been a very satisfactory insurance carrier. The Board and Association further agree that if comparable benefits can be obtained from another insurance carrier at significant cost savings, the other carriers should be considered.

ARTICLE XII

STRS PICK-UP

The Board herewith agrees with the Association to pick-up utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon behalf of the employees in the bargaining unit under the following terms and conditions:

1. The amount to be "picked up" on behalf of each employee shall be 8.75 percent (8.75%), of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked up" by the Board for the purpose of State and Federal tax only.

2. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
3. The pick-up shall become effective and shall apply to all compensation including supplemental earnings thereafter.
4. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
5. Payment for sick leave, personal leave, severance and supplementals, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).

ARTICLE XIII

MILEAGE

Mileage reimbursement will be paid for travel involving the use of personal cars for school related responsibilities when teacher attendance is required. The reimbursement rate is established by the Board of Education at 21¢ per mile.

The following guidelines shall be observed in claiming mileage reimbursement:

1. Mileage expense associated with traveling to and from meetings conducted or coordinated by the Fairfield County Schools staff. Normally, mileage for such meetings will be computed from the employee's assigned building.
2. Mileage expenses necessitating round trip travel to one or more buildings, or one-way mileage expenses when travel is a part of the employee's regular assignment to more than one building. The following distances shall be observed when submitted:

	<u>One Way Distance</u>	<u>Round Trip Distance</u>
Pickerington Elem. to Violet Elem.	2.8 miles	5.6 miles
Pickerington Elem. to Fairfield Elem.	3.4 miles	6.8 miles
Pickerington Elem. to Middle School	1.8 miles	3.6 miles
Pickerington Elem. to High School	1.1 miles	2.2 miles
Violet Elem. to Fairfield Elem.	3.3 miles	6.6 miles
Violet Elem. to Middle School	1.8 miles	3.6 miles
Violet Elem. to High School	3.4 miles	6.8 miles
Fairfield Elem. to Middle School	5.1 miles	10.2 miles
Fairfield Elem. to High School	4.3 miles	8.6 miles
Middle School to High School	.8 mile	1.6 miles

3. Athletic travel, resulting from scouting opponents, shall be the financial responsibility of the athletic department.
4. Extra-curricular club, athletic and activity sponsors shall be paid mileage when such responsibilities involve travel to locations other than the teacher's assigned school building.
5. The teacher is requested to submit mileage statements to their principal for approval. Such statements should be submitted on a monthly basis, on the form provided. Teachers are requested to retain mileage statements until the amount exceeds \$10.00.
6. Extra-curricular activities involving trips from home to school and back home shall not constitute reimbursible mileage.

ARTICLE XIV

PROFESSIONAL GROWTH COLLEGE CREDIT

Each certificated employee who earns additional professional growth college credit which was approved by the Board of Education prior to taking the course, will be eligible for reimbursement at the rate of \$40 for each quarter hour of undergraduate college credit; \$60 for each semester hour of undergraduate college credit; \$50 per graduate quarter hour or \$75 per graduate semester hour.

Graduate hours will only be approved for a teacher who holds a graduate student classification at the college in which the graduate course is being taken.

1. Course work will be approved under this provision if such course meets one of the following criteria:
 - A. Courses in the teacher's subject field or area of certification.
 - B. Courses to upgrade a current certificate.
2. In addition to the above, the Board may approve the following for professional growth college credit:
 - A. Courses that are a part of a planned graduate program of studies in a professional education program.
 - B. Other work approved by Board of Education - such work may include, but not be limited to, acquiring new technological skills, gaining better understanding of students, updating one's knowledge base in a particular subject, responding to a particular area needing improvement as indicated in teacher's evaluation, and courses necessary to add teaching areas to an existing certificate or to earn additional certificates.

3. The Board of Education may identify teaching areas in which a need or shortage exists and provide financial incentives for selected interested teachers to acquire certification or to update their skills. The Board may exceed the listed dollar amounts for reimbursement for a teacher that agrees to pursue an area of needed educational programming (i.e., math, science, physics, etc.).

To be eligible the employee must have completed a minimum of one (1) full school term in the Pickerington Local School District.

When a teacher resigns, or when a teacher is notified that he/she will not be re-employed, or when a teacher's contract is terminated by the Board of Education, he/she shall not be eligible to receive payment for professional growth college credit for any courses taken during the quarter or semester in which the resignation, non-renewal or termination is effective.

The maximum number of hours recognized for reimbursement to any one teacher each year (September 1 thru August 31) shall be twenty-four course hours or sixteen semester hours, with a maximum of one course eligible for reimbursement per quarter or semester during the school year. The maximum total annual reimbursement is \$720 for undergraduate course work and \$960 for graduate course work. If a teacher takes both graduate and undergraduate courses, the maximum amount allowable will reflect the ratio of graduate and undergraduate courses taken, but in no case will the maximum exceed \$960.

For conferences and workshops in which college credit is earned, the school will not reimburse the teacher for expenses associated with both the conference and professional growth college credit.

The following are the procedural steps to properly qualify for the receipt of stipends for professional growth college credit:

1. Discuss tentative plans and course content with the building principal or appropriate administrator to determine eligibility for a stipend. Complete form to request approval by the Board of Education of the planned courses. The form must be submitted to the Local Superintendent through the building principal or appropriate administrator.
2. Upon completion of the approved courses, and upon receipt by the Treasurer of a copy of the teacher's grade report or an official transcript, showing successful completion (passing mark of "C" or higher) of the course work, a lump sum payment equal to the specified stipend multiplied by the number of credit hours actually earned shall be paid within twenty (20) days.

ARTICLE XV

PAY PERIODS

Teachers will be paid bi-weekly on twenty-six (26) checks per year. Pay day will be every other Friday, with the first pay at the end of two weeks after the start of the school year, regardless of the last pay period of the preceeding year. Should pay day fall on a holiday, checks will be available on the preceeding work day except for Christmas and Spring vacation when checks will be mailed.

There will be no payroll deductions for insurance, credit union, tax sheltered annuity or any other teacher requested deductions from the third check received in any month.

All teacher requested deductions shall be forwarded to the proper authority within thirty (30) days of said deduction.

ARTICLE XVI

SEVERANCE PAY

In accordance with Section 124.391 of the Ohio Revised Code, all employees who present evidence of retirement from the State Teachers' Retirement System at the time of retirement from active service with the Pickerington Local School District, shall be granted severance pay for their accrued but unused sick leave days according to the following provisions:

1. To be eligible for severance pay, the Board of Education must accept the employee's resignation for the purpose of retirement, or a former employee, or the heirs of the employee, may apply to the Board of Education for severance pay no later than one (1) year after the last paid date of service with the Pickerington School System and the Board officially accepts the employee's request for severance pay based on the former employee moving from active employment into the retirement system.
2. Severance pay shall be for the employee's accrued but unused sick leave days at the time of retirement based on one-fourth (1/4) of the value of his/her accrued but unused sick leave days. The maximum payment shall be an amount equal to forty-five (45) days pay.
3. Payment shall be based upon the teacher's daily rate of pay at the time of retirement. A teacher's annual salary divided by the number of teacher contract duty days will result in the daily rate of pay.
4. Payment of sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.
5. Such payment shall be made only once to any employee.

6. Contributions to the employee's retirement system based upon monies paid for accrued unused sick leave will not be made by either the Board of Education or the employee.
7. Severance pay shall be paid by check within sixty (60) calendar days of the employee's effective date of retirement. However, if the retiring employee dies prior to receipt of severance pay, such severance pay shall be made to the deceased retiree's heirs, successors or assigns as provided by law, will or the courts. The pay shall be subject to all legal deductions.
8. To be eligible for severance pay benefits, a teacher must have been employed by the Pickerington Schools for at least five (5) years at the time of retirement.

ARTICLE XVII

CREDIT UNION

Teachers shall be eligible to participate through payroll deduction in the Lan-Fair Federal Credit Union in Lancaster, Ohio. The Board shall provide, whenever duly authorized by any teacher on a form provided by the Lan-Fair Federal Credit Union, payroll deduction on behalf of such teachers for the purpose of payment to the Lan-Fair Federal Credit Union.

ARTICLE XVIII

SICK LEAVE

The plan for sick leave for teachers shall be as follows:

1. A. There shall be fifteen (15) days of sick leave per school year for each full-time employee of a Board of Education. Teachers who render part-time, seasonal, intermittent, per diem or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted like full-time employees. A teacher employed as a substitute with an assignment to one specific teaching position shall, after sixty (60) days of service, be granted sick leave. The basis for determining this number of days of sick leave for full-time employees shall be 1 1/4 days per month for twelve (12) months. The sick leave shall be cumulative to a maximum of 208 days.
1. Accumulation of sick leave shall be based on the following formula and credited to teacher's sick leave records:

<u>Average Number Hours Worked Per Day</u>	<u>Monthly Accumulation of Sick Leave</u>
6 hrs. 00 min. - 8 hrs. 00 min.	1 1/4 days
4 hrs. 30 min. - 5 hrs. 59 min.	1 day
3 hrs. 00 min. - 4 hrs. 29 min.	3/4 day
1 hr. 30 min. - 2 hrs. 29 min.	1/2 day
Up to 1 hr. 29 min.	1/4 day

2. Teachers shall have sick leave deducted according to the following formula:

<u>Amount of Time Absent Per Day</u>	<u>Sick Leave Deduction</u>
270 min. (4 1/2 hrs.) or more	1 day
180 min. (3 hrs.) up to 269 min. (4 hrs. 29 min.)	3/4 day
90 min. (1 1/2 hrs.) up to 179 min. (2 hrs. 59 min.)	1/2 day
up to 89 min. (1 hr. 29 min.)	1/4 day

- B. At the beginning of a full-time teacher contract year, teachers with a cumulative total of less than five (5) days sick leave will be advanced the number of days necessary to bring their beginning total to five (5) days. If the sum of an employee's cumulated days of sick leave at any time is below 208, only a sufficient number of days shall be recorded to his/her credit to bring the total of the cumulated days of sick leave up to 208.
- C. If a person is employed during the school year, he/she shall be credited with days of sick leave in proportion to the fractional part of his/her term which remains at the rate of 1 1/4 days per month.
2. Proof of illness or of absence for other reasons must be established with the Local Superintendent.
- A. Each absence of five (5) consecutive days or less must be explained on a form provided by the county schools office. On this form the teacher will certify the reason for absence by indicating one of the following: personal illness, pregnancy, injury, exposure to contagious disease or illness, injury or death in the immediate family.
1. For sick leave purposes, immediate family is defined as father, mother, sister, brother, husband, wife, son, daughter, grandchildren, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, or person or child in employee's custody and living in the same household. Provisions of the sick leave policy are not intended to enable Pickerington School employees to utilize sick leave to care for the welfare of persons living outside the employee's household, unless judged as an extenuating circumstance by the superintendent.

- B. Each employee absent more than five (5) consecutive days, may be required to furnish a satisfactory written signed statement listing the name and address of the attending physician and the dates when he was consulted to justify the use of sick leave. This is to be interpreted to also include absence as a result of personal illness or injury in the immediate family. The signing and filing of such absence report by an employee shall be a certification by him/her that the facts and statements contained in said report are true and correct. The filing of any willfully false statement by an employee shall be considered by the Board of Education as grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.
1. A teacher may use a part or all of the cumulated sick leave before 208 days have been accumulated. After any period of acceptable absence, as described in this sick leave plan, the leave can again be built up to the maximum of 208 days by regular attendance. Teachers may use sick leave for absence due to personal illness, disability resulting from pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.
 2. An employee planning to request a leave of absence and/or use of sick leave because of disability resulting from pregnancy shall make her request in writing, accompanied with a statement from her doctor indicating the expected delivery date. This request should be made at least forty-five (45) days prior to her expected delivery date. For the purpose of this provision, disability resulting from pregnancy is the period during which the employee is not physically and/or emotionally capable of performing all the duties and functions of her position. This beginning date of disability shall be established by written statement of the employee's doctor. Also, the ending date of the disability shall be established by a written physician's statement.
 3. No provision is made in the law for using sick leave in the case of death of a friend or relative other than those in the immediate family. Provision can be made by the Local Board of Education under personal or emergency leave.
 4. Personnel new to the Pickerington Schools having accumulated sick leave in other appropriate Ohio employment, as defined in the Ohio Revised Code 3319.141, may transfer a maximum of 120 days to the Pickerington Schools. If a teacher is transferring accumulated sick leave from another agency, such employment in that agency must have occurred within the past ten (10) years.

5. Any school employee who uses all his/her accumulated sick leave may substitute unused personal, emergency or other forms of leave provided for under Section 3319.08 of the Ohio Revised Code. Each regularly employed staff member who used all accumulated sick leave and personal leave during a school year, shall be entitled to an advancement of five (5) days of sick leave. Such sick leave shall be charged against sick leave subsequently accumulated by the employee.
6. According to Section 3313.202 of the Ohio Revised Code, the Board of Education shall continue to carry on payroll records, all school employees whose sick leave has been exhausted, or who is on the disability leave of absence, for the purpose of group term life, hospitalization, surgical and major medical insurance coverage. The cost of such coverage is to be paid by the employee.
7. A teaching employee absent from work in excess of the number of sick leave or other authorized leave days accumulated by the employee shall receive a salary deduction calculated by dividing the number of days in the employee's duty year into gross annual salary thus arriving at a per day deduction.
8. The Superintendent may require that a teacher returning to work after an extended illness, accident or pregnancy leave supply the administration with a doctor's statement indicating that they are able to return.

ARTICLE XIX

LEAVES OF ABSENCE

Child Care Leave

1. A teacher who has given birth or adopted a child shall be entitled, upon request, to a leave of absence not to exceed one year. This one year will be in effect only if the teacher's delivery date, expiration of disability or adoption occurs after the last scheduled work day of the current school year. Otherwise, the maximum length of the leave shall be for the remainder of the current school year.
2. A return from a child care leave of absence during the school year shall coincide with either the semester, a grading period change, or a time, as determined by the Superintendent, that coincides appropriately with the curriculum of the class/program involved. The Superintendent will make determinations regarding requests for returns from leaves other than at grading periods. The Superintendent may permit an earlier return from a leave, providing the teacher is no longer disabled, if the educational program requires an early return. In cases of childbirth, a physician's statement certifying the physical fitness of the teacher may be requested prior to her return.

3. Applications for child care leave shall be in writing, and they shall contain a statement of the expected delivery date, the requested beginning date of the leave of absence and the date the teacher desires to return. The application will also contain a physician's statement certifying pregnancy.
4. Applications for child care leave prior to childbirth shall be made at least forty-five (45) days prior to expected delivery date. In the case of adoption, such application shall be within ten (10) days from the notice from the adoption agency of the expected placement.
5. Teachers on leave of absence shall notify the superintendent by letter by April 1 of their plans for the ensuing school year. Such intent shall not be construed as a formal commitment for the ensuing school year, unless so stated in the letter. This procedure shall be interpreted as a planning vehicle for the school district, rather than an effort to cause a teacher to make a premature decision regarding employment status.
6. Upon request a father may be granted an unpaid leave of absence for up to one year. The above procedures and regulations shall be observed in such requests.
7. In the case of a child care leave related to adoptions, the teacher shall:
 - A. Notify the Superintendent of her intent to adopt when she is notified by the social agency that the home study is to commence.
 - B. Notify the Superintendent when: (1) the home study has been completed and approved to enable appropriate arrangements for a replacement, and (2) request a child care leave and indicate the approximate length of such leave.
 - C. Upon placement of an adoptive child, the requesting unit member shall be granted five (5) days paid leave as an acclimation period.
 - D. In the case of private adoption, the teacher shall notify the Superintendent that application for private adoption has been made and request a child care leave with an estimate of the beginning and ending date of the leave.

Personal Leave

All teachers shall be entitled to three (3) days of paid personal leave each school year. Teachers who render part-time or hourly service shall be entitled to personal leave on a pro-rated formula based on the average number of hours worked per day. Teachers employed after the school year has started shall be entitled to personal leave in proportion to the fractional part of the school year which remains. Personal leave may not be accumulated from one year to the next.

The following procedures shall be followed:

1. Request for personal leave should be submitted to the Local Superintendent through the Building Principal as far in advance as possible, and at least forty-eight (48) hours in advance, except in emergency situations.
2. The personal leave form shall be completed as provided by the instructions on the form in each case of personal leave.
3. Personal leave is to be used for matters which cannot be scheduled outside the regular school day. It is intended that this leave shall be available for reasons of hardship or other pressing need and not merely for personal convenience, vacation or recreational purposes.

Personal leave may include:

A. Emergencies:

- (1) Accidents in the immediate family, or involving family property.
- (2) Court appearances as litigant or witness.
- (3) Road conditions making it impossible to report to work.
- (4) Death of a relative or friend other than those in the immediate family.
- (5) Urgent family matters such as malfunctions of home utilities requiring the employee to be in the home during repair.
- (6) Moving when it can be shown that it is the only feasible time to move.
- (7) All acceptable reasons for use of sick leave when all accumulated sick leave has been used or it is evident all sick leave will be used during the school year.
- (8) Other personal business that must be conducted on school time. This item (or B.7) can only be used for one of the three days; however, the Superintendent may authorize one additional day per year for this item if deemed an emergency situation.

B. Obligations:

- (1) Observance of religious holidays where total abstinence from work is required.
- (2) Attendance at graduation exercises for the employee or a member of the employee's family (father, mother, brother, sister, son, daughter, husband or wife).
- (3) Responding to a summons of a governmental body such as the Internal Revenue Service or similar agency.

- (4) Examination connected with an academic degree.
 - (5) Legal matters such as the closing of a real estate transaction or domestic matters which have become legal in nature.
 - (6) Required interviews for adoption of a child or other adoption proceedings.
 - (7) Other personal business that must be conducted on school time. This item (or A.8) can only be used for one of the three days.
4. Items that do not constitute valid reason for personal leave include, but are not limited to, the following:
- A. Application or interview associated with securing employment elsewhere.
 - B. Vacations, travel time to extend a school break, or other recreational pursuits.
 - C. To accompany spouse on a business trip.
 - D. Purchase of an automobile or other chattels.
 - E. Responsibilities related to a job not associated with the school district.
 - F. Any function which may result in personal financial gain for the employee at the sacrifice of the employee's school responsibilities.
 - G. Certain obligations associated with church work, recognized charitable organizations or service groups.
5. All personal leave granted under the provisions of this policy will be either for one full day, 1/2 day or 1/4 day.
6. Personal leave for teachers who work a full-time or part-time schedule shall be credited with personal leave and charged for the use of personal leave according to the following formula:

<u>Average Number Hours Worked Per Day</u>	<u>Annual Accumulation of Personal Leave</u>
4 hrs. 30 min. to 8 hrs. 00 min.	1 day
1 hr. 30 min. to 4 hrs. 29 min.	1/2 day
Up to 1 hr. 29 min.	1/4 day

7. Personal leave will not be approved for the day before or the day after a vacation or school holiday, unless in the judgement of the superintendent or his designee an emergency situation exists.
8. Medical appointments including dental and eye appointments for the teacher and members of the immediate family may not be approved for personal leave, unless all accumulated sick leave is exhausted.
9. Unused personal leave days shall be allowed to be converted to sick leave on a one-to-one basis at the end of each school year.

Professional Leave

The Board of Education shall, within its financial means, provide opportunities for staff members to develop and improve their skills beyond that which may be attained through their assigned duties. Such opportunities include the following:

1. Leaves of absence for study.
2. Visits to other classrooms.
3. Scheduled meetings involving county school personnel and individuals from other county schools.
4. Various committee responsibilities which relate to the school district.
5. Workshops within the district.
6. Various other conferences and workshops designed to improve or develop a particular skill.

In planning local staff development programs, such as in-service meetings, every effort shall be made by the groups involved to obtain specialists and materials from state and local agencies, whose services would be at no cost to the Board of Education. The Local Superintendent shall be responsible for approving expenditures for Staff Development activities within the limits of the appropriation. Requests for attendance at conferences outside the State of Ohio and for any conference requiring more than one night of lodging must have Board of Education approval. The following procedures and regulations shall be observed:

A. Criteria for Attendance at Professional Meetings

The following items should be considered when evaluating requests for attendance at professional meetings:

- (1) Will the Pickerington Schools benefit?
- (2) Is the meeting or conference appropriate for person making request?
- (3) How much time would be lost from work?
- (4) Are funds available in the appropriation?
- (5) How many persons are requesting attendance at this meeting or conference?
- (6) How many meetings has this person attended?
- (7) Can suitable arrangements be made for the employee's school responsibilities?

B. Visitations

Employees requesting released time of one school day or less to visit other educational institutions must complete the Request for Permission to Attend Professional Meetings or Visitation, form #4080.1, and submit it to the appropriate Building Principal, who may either reject or approve the request in accordance with item #A above. To qualify for such reimbursement the request must have the prior approval of the Local Superintendent. Normally, not more than one full day of visitation may be granted to an employee during the school year.

Mileage for such visitations will not be paid by the Board of Education unless both of the following criteria are met:

- (1) The programs or school visited is unique or particularly relevant to the Pickerington Schools and the employee making such request.
- (2) The round trip mileage exceeds thirty (30) miles from the employee's assigned place of work or point of departure.

C. County Office Meetings

Employees shall be encouraged to participate in appropriate county office meetings, workshops and activities. Mileage expenses incurred shall be paid by the Board of Education.

D. Conferences

Employees desiring to attend a conference shall complete the form Request for Permission to Attend Professional Meetings or Visitation, #4080.1, and submit it to the Building Principal. If the request is approved, it should be forwarded to the Local Superintendent for consideration. Both the Principal and Local Superintendent shall observe the guidelines in item #A in considering the request.

E. Conference/Workshop Reimbursement Procedures

Upon approval a unit member shall be entitled to reimbursement of the necessary and actual expenses incurred as a result of attending the conference or workshop, including mileage at the rate of 21¢ per mile. Expenses must be itemized for such costs and submitted with receipts to the treasurer upon the unit member's return. Tips and liquor are not reimbursable.

For conference and workshops in which college credit is earned, the district will not reimburse the teacher for expenses associated with both the conference and professional growth college credit. Such reimbursement shall be governed by the following:

- (1) Unit members shall be entitled, upon approval, to be reimbursed for not more than two conferences or workshops per calendar year. Total reimbursement for the two meetings, including the registration fee, mileage and other expenses, shall not exceed \$300 per teacher during a calendar year.

- (2) Head coaches will be entitled, upon approval, to reimbursement for not more than two clinics per calendar year. Total reimbursement for the two meetings, including the registration fees, meals, mileage and other expenses, shall not exceed \$300 per coach during a calendar year.

Assistant coaches may be reimbursed for up to \$150 for not more than one clinic for each sport in which the coach is involved.

- (3) Unit members will be released from school duties to attend approved conferences or clinics at their own expense, in addition to the above limitations.
- (4) In the event the evaluation process identifies a unit member quality that could be improved or corrected by attendance at a particular conference or workshop, the school district may reimburse the unit member up to 100% of the expenses for said conference.
- (5) When the superintendent, in consultation with other appropriate personnel, determines that a unit member needs to develop or improve a particular skill or quality related to the performance of one's duties, then the school district may reimburse the unit member up to 100% of the expenses incurred while attending the conference.
- (6) Reimbursement for professional meetings shall not exceed \$7,000 per year.

Leaves of Absence Policy (without pay)

The Board of Education, with the recommendation of the Local Superintendent, may grant a leave of absence to an employee with the following stipulations and guidelines being observed:

1. Requests for Leaves of Absence

All requests for leaves of absence shall be submitted in writing to the Local Superintendent through the appropriate principal. Such requests shall be delivered to the Local Superintendent not less than thirty (30) calendar days prior to the requested beginning date of the leave, unless an emergency situation exists, as determined by the Local Superintendent.

2. Types of Leaves of Absence

Leaves of absence shall be granted for the following reasons:

- A. Personal illness
- B. Disability
- C. Professional improvement

D. Illness in immediate family

E. Military service

A leave of absence may be used only for the purposes stated in the written request. Requests for leaves of absence for personal illness, disability and illness in the immediate family will be granted for the duration of the disability, as determined by the physician. However, a leave of absence may be extended beyond the disability period up to the remainder of the school year, upon request of the employee and if the superintendent determines that it is in the best interests of the school district to extend the leave.

Professional improvement leaves will be granted for either one semester or one year only, and a leave of absence for "personal" reasons will not be granted under this provision.

3. Contract Status

An individual on a limited contract who has been granted a leave of absence will have his/her contract run concurrent with the leave. If the contract expires during the leave, or if the leave and contract terminate at the same time, the employee shall be granted an additional contract whose duration shall not exceed that of the contract currently expiring.

4. Assignment Upon Return

The Board of Education cannot guarantee the return of the employee to the assignment held prior to the leave; however, every effort will be made to return the employee to a comparable position, acceptable to the employee.

In cases of a RIF (Reduction in Force) when a leave of absence by a unit member not affected by the RIF would reduce the number of layoffs, that unit member shall, upon request, be awarded his/her former position the following year as a condition for requesting a leave of absence. Upon return said position shall not be exempt from the procedures of the RIF policy.

5. Compensation During Leave of Absence

All leaves of absence shall be without pay. Upon returning, the employee shall resume the same level on the salary schedule assigned at the time the leave commenced, unless 120 days of service had been completed during the year of the leave of absence. The only exception to this is the case of leaves in the Armed Forces of the United States. Such service of not more than five (5) years shall be considered as though teaching services had been performed.

6. Length of Leave of Absence

Leaves of absence for any purpose other than military service, may be granted for not more than two (2) years. If the leave commences during the school calendar year, the normal duration of the leave will be until the end of the same school year. In unusual circumstances and upon the recommendation of the Local Superintendent, the leave may be extended for not more than two (2) full years.

7. Notification of Return

The employee shall include in their request the intended date of return. A leave of absence approved by the Board of Education shall include the starting and ending date of the leave of absence.

8. Professional Improvements

To be eligible for a professional improvement leave of absence, an employee must have completed at least three (3) years of service with the Pickerington Board of Education. Such leaves are granted for one school year only, and only if a satisfactory replacement is available.

9. Miscellaneous

During an authorized leave of absence an employee may continue insurance coverage and other similar benefits with the Board of Education at the employee's personal expense.

A failure to return to duty following the expiration of a leave of absence shall be considered as termination of the contract.

Jury Duty Leave

The Board of Education shall grant a professional employee jury duty leave for jury duty when required by the United States or the State of Ohio courts. The Board of Education will pay the difference between such professional employee's regular compensation and the remuneration received by him/her for serving as a juror. The compensation will be paid only for time actually lost from work.

Association Leave

Association members shall be granted a maximum of four (4) total days leave annually, provided that the Association shall reimburse the Board for the substitute. The Association must notify the Superintendent at least two (2) weeks prior to the leave of the names of the persons taking the leave.

Military Leave

Military leave will be granted to teachers pursuant to Ohio Revised Code. Benefits will be granted as allowable by law.

Sabbatical Leave

On the recommendation of the Superintendent, the Board may permit members of the professional staff, who have at least six (6) years of service in the district, to take a leave of absence for one (1) or two (2) semesters subject to the following conditions:

1. Applications must be submitted by March 1 of the school year prior to beginning of such leave.
2. The teacher shall present to the Superintendent for approval, a plan of professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed.
3. The teacher shall return to the district at the end of the leave for a period of at least one year.
4. Payment for said absence shall be equal to the difference between the substitute's pay and the teacher's expected salary. Such difference in pay will not be honored until all of the above qualifications are met.

This section is subject to all other provisions of the Ohio Revised Code, Section 3319.131.

ARTICLE XX

TEACHER PERSONNEL FILES

1. There will be established and maintained one (1) official file on all professional teaching staff members. The file shall be maintained in the office of the Superintendent.
 - A. Principals may, in addition to the above official file, maintain a reference file in the teacher's assigned building that may include all information contained in the official file. Said file shall be open to the teacher on the same basis as the official file.
2. Written permission shall be obtained from the teacher prior to disclosing any information outside the school system, except information that is considered public.
3. All materials placed in the personnel file of any teacher shall be properly dated and include the initials of the teacher in whose file the entry is being made and the initials of the administrator placing information in the file. If a teacher disagrees with the content of the material, the teacher shall initial the material; however, the teacher may then attach additional information to the item in question. In the event the teacher refuses to initial the materials, the administrator shall so record on the document involved and then place the item in the file. Such material shall be considered as a part of the official file.

The teacher may submit letters of merit which shall be placed in his/her personnel file.

4. If and when a teacher and the Superintendent or his/her designee agree that there is adequate evidence that certain material in said teacher's official file is irrelevant, inappropriate or false, or if the validity of a complaint is sustained by the grievance procedure, such material shall be removed from the file or corrected.
5. A teacher shall have the right to inspect his/her personnel file at any time so long as such request is during the normal working hours of the administration offices. However, there shall be no more than one teacher per hour requesting to inspect their files during their free time or free period.
6. All of the above is subject to the Ohio Revised Code.

ARTICLE XXI

UNIT MEMBER PROTECTION

1. The Board will provide an updated copy of all Board policies to each teacher lounge/workroom area to use as reference. These copies are to be designated for use solely by unit members. Policy materials will be updated semi-annually. This shall be in addition to the teacher handbook that is to be distributed to each unit member at the beginning of the year.
2. All written complaints from any parent, pupil or other person not employed by the Board concerning a teacher's work performance will be sent to the teacher affected. All verbal complaints that are committed to writing shall also be sent to the affected teacher. The teacher and his/her principal will meet to discuss the complaint. Persistent written complaints that have been substantiated may be used in disciplinary action against the employee, consistent with terms of this agreement. Should termination proceedings be started against a teacher of persistent substantiated complaints regarding work performance, the teacher will be afforded all due process guarantees outlined in Chapter 3319.16 Ohio Revised Code.
3. The Association recognizes the need to promote professional conduct that encourages quality in the educational process and reflects favorably on the teaching profession. Breaches of professional conduct are subject to disciplinary procedure. Such breaches include, but are not limited to, abuses of sick leave or other leaves, tardiness, gross deficiencies in professional performance, violation of Board policies, regulations and administrative directions that are not in conflict with the terms of this Agreement. Any employee, subject to discipline for breaches of professional conduct, shall be entitled to all due process guidelines stipulated in 3319.16 Ohio Revised Code, and the terms of this Agreement.
4. Disciplinary action is defined as any verbal or written reprimand.

5. If a meeting is called by the administrator for the purpose of disciplinary action, the unit member may be accompanied by a P.A.T. representative, if he/she so requests.
6. Whenever the result of disciplinary action for any infraction or breach in professional performance is reduced to writing by the administrator, it will be filed in the unit member's personnel file and a copy given to the unit member.

ARTICLE XXII

TEACHER CONTRACTS

1. Upon initial employment of a unit member, the Board shall issue a one (1) year limited contract. If reemployed, the Board shall adhere to the following procedure for issuing limited contracts:

2nd contract - 1 year limited
3rd contract - 2 year limited
4th and all succeeding contracts - 3 year limited

2. The Board may interrupt the above sequence upon the recommendation of the Superintendent and grant not more than two (2) successive one (1) year probationary contracts. In granting a probationary contract, the following procedure will be utilized:

The Superintendent/designee will notify, in writing, the unit member of his/her intent to recommend a one (1) year probationary contract before April 1. Written reasons directed at improvements needed will be included with the notification from the Superintendent. The Board will notify the unit member by April 30 of its action upon the Superintendent's recommendation. It is agreed that probationary contracts will be for only one (1) year in length. The Superintendent reserves the right to recommend a subsequent probationary one (1) year contract or a multi-year contract in accordance with the above, based upon the unit member's correction of deficiencies noted.

3. Continuing contracts shall be issued as provided by ORC 3319.11
4. For purposes of this agreement "initial employment" means the year that the unit member was first employed with the school district. In cases of interrupted services, initial employment means the year in which the most recent period of uninterrupted service began.
5. A unit member's continuous service in the district will not be interrupted by approved leaves of absence. For the purpose of salary schedule placement, the unit member will not advance on the salary schedule while on an approved leave of absence unless they have worked the requisite 120 days of the school year.

6. All contracts and salary notices shall contain the following information:
 - A. Type of contract the unit member is under. If limited multiple-year contract - year and duration (i.e., two or three years).
 - B. Annual compensation to be paid for the upcoming year.
 - C. Basis of determination (i.e., classroom teacher - BA degree - 5 years experience).
 - D. Number of pay periods.
 - E. Provisions for the signature and the date of the unit member receiving the contract or notice. For salary notices, such signature will only signify that the unit member has received the notice and not necessarily agreement with the contract.
7. All unit members employed by the Board and paid to perform assignments beyond regular duties shall be given written supplemental contracts in addition to the regular contract. The supplemental contract shall be issued prior to the start of the duty.

Information contained on supplemental contracts:

- A. Name of unit member.
- B. Name of school district and Board of Education.
- C. Duration of contract.
- D. Title of the supplemental duty.
- E. The amount of pay and the basis of pay.
- F. Signature of the Board President, Treasurer and unit member.

ARTICLE XXIII

TEACHER EVALUATION

1. Evaluation Procedure

The following evaluation procedure will be utilized in conjunction with any new evaluation policy brought about through the review procedure in Section 2:

- A. All non-probationary teachers shall have an annual evaluation which must include the following:
 - (1) A review of the procedure by September 15.

- (2) At least two observations, if deemed necessary by the administrator or requested by the teacher, of not less than 30 minutes each with the first observation occurring prior to January 15.
- (3) A completed evaluation returned to the teacher by March 31 in instances where the unit member is to be considered for reemployment. All others shall be completed and returned by May 1.

B. Teachers on probationary contracts:

- (1) A review of the procedure by September 15.
- (2) All teachers on a one (1) year probationary contract shall be evaluated at least once each semester. The first observation will occur prior to November 15 for the first semester and prior to March 1 for the second semester.

C. Additional evaluations:

- (1) A teacher or administrator may request additional evaluations in order to demonstrate correction of deficiencies cited in a previous evaluation. Such evaluation must be requested by February 1 and completed by March 15 for those members being considered for reemployment and May 1 for all others.

D. The parties agree that in no case will a teacher be non-renewed without having had an evaluation as indicated in Section A through C of this provision.

2. Procedures for Review or Change of Teacher Evaluation Procedures and Non-Renewal Procedures

The parties agree that teaching performance needs to be evaluated in order to assist unit members to improve their level of competence and to stimulate the teacher to improve performance. Teacher evaluation is an ongoing process of cooperation between the administration and the teachers in order to assist the attainment of professional competence in discharging their education responsibilities. Therefore, in the event that the Superintendent, based on recommendations of teachers or administrators determines that the teacher evaluation procedures or non-renewal procedures need revision, he shall appoint a committee to study the procedures in question and the committee shall consist of the following members:

- A. Six administrators.
- B. A maximum of three teachers selected by the Superintendent, with one teacher from each organizational level - elementary, middle school and high school.
- C. A maximum of three teachers selected by the Pickerington Association of Teachers, with one teacher from each organizational level - elementary, middle school and high school.

The Superintendent or his designee shall serve as Chairperson and the proceedings shall be governed by Robert's Rules of Order, Revised Edition.

All actions of the committee shall be advisory; however, the Board of Education agrees that no change in the evaluation or non-renewal procedure will be made unless such changes have either been proposed by the above committee or been reviewed by said committee and recommendations made to the Board of Education.

ARTICLE XXIV

ASSIGNMENTS, VACANCIES AND TRANSFERS

1. Notification of Vacancies

Between September 15 and June 1, the Superintendent shall notify each unit member, at least once a month, of all regular teaching vacancies and certificated administrative vacancies. The notice shall include the position available, the qualifications and requirements for the job, the deadline for applications, the effective starting date, and any additional pertinent information.

A position shall be considered vacant in the following circumstances:

- When the Board of Education accepts a letter of resignation.
- When a new position is created.
- When the Board of Education accepts a letter of retirement.
- When an employee dies.
- When an employee is transferred.
- When an employee is promoted.
- When an employee is on disability leave.
- When an employee is terminated.

2. Voluntary Transfers

A notice of all such vacant positions will be sent to each unit member. No vacancy will be filled until three (3) school days after receipt of the notice. If a unit member wishes to be considered for a vacancy, the unit member shall submit in writing to the Superintendent within three (3) school days from the date of notification, a request indicating the transfer desired. In cases of multiple vacancies at one time, unit members shall specify the position(s) for which they desire consideration.

Unit members will then be considered for requested positions on a seniority basis. Such consideration shall include a meeting/interview with the principal of the building in which the desired vacancy exists or with the Assistant Superintendent. Once a unit member has been selected for a position, no further consideration will be given to others with less seniority who have requested consideration for the position.

The Superintendent has legal responsibility and authority for assigning staff members. Accordingly, unit members who meet the qualifications outlined on the notice and who have the most seniority in the school system shall be given first consideration for the position; however, the overriding factor in making such decisions will be to assign personnel into positions that are most likely to enhance the educational program. Written reasons for denial of requested transfer shall be provided to the unit member.

When vacancies occur at times other than the end of the school year, a replacement unit member may be employed immediately with the understanding that currently employed unit members, who have requested to transfer to the position, will receive consideration for permanent placement in the vacant position at the beginning of the following school year. If the previously employed unit member is selected to fill the position at the beginning of the next school year, the replacement unit member will be given first consideration for the vacancy that remains following transfers and bumping rights of more senior unit members.

3. Temporary Assignments

No temporary assignments will be made without consultation with the unit member involved; and generally, the unit member would grant his/her consent before being transferred. However, the administration reserves the right to transfer unit members in unusual circumstances without unit member consent.

4. Involuntary Transfers

A. The Association recognizes that some involuntary transfers from one building to another or from one assignment to another within a building may be necessary from time to time. The Board recognizes that such involuntary transfers should be held at a minimum.

Transfers initiated by the administration shall be made after the following procedures have been fulfilled:

- (1) A conference between the Superintendent or his designee and the unit member will be arranged prior to a transfer. Written reasons for the transfer shall be provided to the unit member.
- (2) During the conference the unit member will be given an opportunity to discuss the reasons and need for the transfer and to express a preference for other available positions.
- (3) After evaluating all staffing factors, the Superintendent or his designee shall have the final authority on such transfers.
- (4) The unit member involved in the transfer shall be notified if at all possible prior to the end of the school year.
- (5) Transfers initiated by the administration shall not be arbitrary and capricious.

- B. When it is necessary to transfer a unit member because of a shift in enrollment patterns, resulting in a reduction of positions at one grade level or building and the addition of positions in others, the transfer procedures used will be those described in Article XXV, Bumping Rights. However, if the administration does not believe that a unit member can experience success in a particular position, or if a unit member does not believe he/she can successfully perform in a particular position, the next person on the seniority list will be considered for the vacancy without jeopardizing the original unit member's seniority status. The reassignment process will continue as described above until all unit members requiring reassignment have been considered for available positions.
- C. A unit member assigned to part-time status may request to be considered for full-time vacancies. Such unit members will be considered on a seniority basis as described in the Voluntary Transfers section, paragraph 1. If there are no vacancies in a unit member's area of certification, such part-time unit member may "bump" the least senior full-time unit member within the unit member's area of certification. The unit member bumped by the part-time unit member will then be placed in the pool of unit members to be reassigned on an involuntary basis or subject to a reduction in force (RIF).

ARTICLE XXV

REDUCTION IN FORCE PROCEDURES

If the Board of Education determines that it is necessary to reduce the number of certificated positions, such reductions shall be for one or more of the following reasons:

1. A decreased enrollment of pupils or a change in the enrollment of pupils in a program at the secondary level.
2. A return of teachers from leaves of absence.
3. The suspension of schools
4. Territorial changes affecting the district.
5. Financial reasons.

The Board of Education shall determine which positions must be eliminated and the number of teachers to be affected by the reduction in staff.

The following procedures shall be observed in implementing a reduction in force (RIF):

1. Definition of Seniority

Seniority is defined as the period of continuous service with the school district beginning with the date the Board of Education took action to authorize a contract. Teachers who substituted for 120 days or more in Pickerington and who are awarded a regular contract immediately following the year of substitution shall be awarded seniority privileges beginning with the first day of substitution.

If district seniority is equal, then the following additional consideration will be made in determining the order of seniority:

- A. Total years of teaching experience in a state chartered school.
- B. Date the employment application was received by the school district.
- C. Total qualifications related to the position in question as determined by the Superintendent.

Seniority shall not be interrupted by either an authorized leave of absence or by a suspended contract because of a reduction in force.

2. Elimination of Positions and Determination of Reduction in Force List

- A. The administration shall develop a Reduction in Force (RIF) list as soon as practicable after the RIF decision is made.
- B. Teachers to be affected will then be identified in order of seniority for each certificated area affected by the reduction. The sum of the lists of various areas of certification will equal the number of positions to be reduced.
- C. There will be two lists within each certificated area. One list will be for teachers affected who have continuing contracts and the other list for teachers affected who have limited contracts. In no case will a teacher serving under a continuing contract be RIF'd before a person serving under a limited contract in the area of certification to be affected.
- D. Teachers on the RIF list who have limited contracts expiring will be authorized a new limited contract, if determined appropriate through the evaluation procedure.
- E. Although the RIF list will be prepared as early as possible, actual suspension of a teacher's contract will not occur prior to August 1 unless an emergency situation exists. In such emergency situations, teachers shall be given a 30 day notice prior to suspension. When a RIF is planned for the next school year, notice of the possible suspension of contract shall be given to teachers by April 30; however, actual suspension of the contract shall not occur until after July 31.

3. Bumping Rights

- A. Once the RIF lists are prepared, the teachers whose contracts will not be suspended, but whose current assignment has been eliminated, will be identified in order of seniority. Teachers to be reassigned are those with the least seniority in the grade level affected in grades K-6 or the department affected at the secondary level. Reassignment shall be into areas that the individual is certified for.
 - B. Of this group of teachers to be reassigned, the most senior teacher will (1) consider available vacant positions for which they are certified, (2) bump the teacher with the least seniority throughout the district at that grade level or in that department, (3) bump the teacher with the least seniority throughout the district within their area of certification. Vacancies shall be interpreted to include those positions that are currently held by teachers whose contracts will be suspended but the position itself is not being eliminated.
 - C. Once the most senior teacher has exercised one of the three options described in Item B, then the next most senior teacher will consider the same three options.
 - D. Since a goal of the school district is to place teachers into positions they desire to the extent practical, a teacher may decline all three of the options described above if he/she does not believe an appropriate position is available. Upon written request to the Superintendent, the teacher may choose to have his/her contract suspended and to be placed on the recall list in order of seniority. The teacher will then be eligible for recall pursuant to Section 4 of these procedures. This option is available only to those teachers who must be reassigned because of a Reduction in Force (RIF).
 - E. This procedure will continue until all remaining vacancies are filled and all teachers who are not affected by the RIF either have assignments or have declined assignments and elected to have his/her contract suspended.
 - F. A teacher will have five (5) calendar days to exercise one of the options. If a teacher does not exercise one of the options within the five (5) calendar days, the teacher will be assigned a teaching position.
 - * G. If a vacancy occurs in the original building this year from which a teacher has been transferred, that teacher may request to return to the original building if (1) school is not in session, (2) if the vacancy occurs prior to August 1, and (3) the teacher is certified for the vacancy.
- * Unless the person can move back to an original building in the current year, reassignment process will not be redone, unless by all mutual consent.

4. Recall from Suspension

- A. Teachers whose contracts have been suspended as part of a RIF will be eligible for recall for thirty-six (36) months from the effective date of the suspension. Those teachers RIF'd in 1982 shall be eligible for recall until reinstated or until they waive further recall rights.
- B. The callback process shall begin with the list of teachers holding continuing contracts, followed by those with limited contracts.
- C. When a vacancy occurs, the most senior certificated teacher on the callback list of teachers with suspended contracts shall be (1) contacted either in person or by telephone and advised of the vacancy, or (2) if personal contact is not possible, the teacher shall be notified of the vacancy by registered mail. It is the teacher's responsibility to keep the District Office personnel informed of his/her whereabouts.
- D. The teacher shall respond to the vacancy opportunity within five (5) calendar days of notice if the notice is issued prior to August 1. If the notice is issued after July 31, then the teacher shall respond within two (2) calendar days.
- E. If a teacher declines the vacancy, or does not respond to a vacancy opportunity within five (5) calendar days, the opportunity for assignment goes to the next most senior teacher on the callback list. The teacher who declines the vacancy will not lose seniority status on the callback list because of the rejection of a job.
- F. If no teacher on the callback list accepts the vacancy in order of seniority, then a new teacher from outside the district will be employed for the vacancy.

5. Other Considerations

- A. No teachers new to the district will be employed until all teachers on the callback list have been reassigned. Exceptions to this will occur when there is no teacher on the callback list certified for a vacancy or when all teachers on the callback list reject a vacancy.
- B. Suspended teachers shall have the right to pay premiums for life, hospitalization, dental and other insurance benefits during the period of suspension, provided that said premiums are submitted fifteen (15) days prior to the due date. Ability to pay depends upon the carriers' premiums.
- C. During a period of a suspension, a teacher's seniority with the district will be continued; however, a teacher will not be granted experience credit on the salary schedule for the period of time the contract is suspended.

D. Should it be necessary to conduct a RIF of coaching and other supplemental contract positions, a number of factors shall be considered by the administration in determining which positions and individuals will be eliminated from their coaching and/or supplemental contract positions. Factors that will be considered:

- (1) School district seniority and seniority in the particular activity.
- (2) Qualifications of the various individuals involved in a particular extra-curricular program.
- (3) The amount of, and level of, the involvement of the various individuals who are associated with the total extra-curricular program. (The intent of this item is to ensure that the extra-curricular supplemental contracts are distributed equitably among available qualified individuals.)

This section shall in no way affect a regular limited or continuing contract.

E. Once all regular vacancies have been filled, regular teachers, who are able to meet minimum certification requirements, may bump learning disabilities tutors who have less seniority than the regular teacher who is not assigned. Tutors who have been bumped will be placed on a callback list for tutoring vacancies only as they arise. Callback notification procedures will be similar to those described in Section 4 of this policy.

F. A teacher whose contract expires during a period of the contract suspension because of a RIF will be eligible for contract renewal as follows:

- (1) A teacher who is suspended for the duration of the contract or who teaches less than one semester on the contract will have his/her contract renewed for the same length as the expiring contract.
- (2) A teacher who teaches more than one semester during a contract and is suspended for the balance, will be eligible for contract renewal pursuant to the district evaluation procedures.

G. The parties agree that these procedures apply only to the suspension of contracts as provided under Ohio Revised Code 3319.17 or for financial reasons. This article shall not require the Board of Education to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

ARTICLE XXVI

UNIT MEMBER DAY AND YEAR

Unit Member Day

1. The unit member work day shall not be longer than seven and one-half (7 1/2) hours.
 - A. If a required meeting is scheduled, a unit member may be required to remain up to an extra two (2) hours per month beyond the work day. Any meeting called and held on the same day shall be within the 7 1/2 hour work day.
 - B. If a required duty is scheduled before or after the student day, the unit member will serve that duty. Duties will be assigned by the building principal or his/her designee in a fair and equitable way. Total minutes of duty time shall be assigned as nearly as equal as possible among staff members. The duty schedule will be prepared in advance with the understanding that faculty members may trade duties if the trade is agreeable to both unit members. The building principal shall be notified prior to the duty if times are traded.
 - C. The Board will pay \$7.50 per hour for unit members who supervise bus duty beyond the 7 1/2 hour unit member duty day.
 - D. A supplemental contract in the amount of \$650 will be issued for supervisors of administratively organized detentions at the middle school and high school (unit members who require students to serve detentions with them personally on an intermittent basis will not receive additional compensation).
2. The work day for each full-time unit member will include:
 - A. At least a thirty (30) minute uninterrupted duty-free lunch period at a time the cafeteria is serving food. Unit members may leave the building during their duty-free lunch period upon notification of the building administrator.
 - B. Forty (40) minutes during the student day for educational planning for unit members in grades 7-12.
 - C. No less than 160 minutes per week in the 6th grade program will be scheduled for educational planning time.
 - D. Grades 1-5 will have educational planning time when the special area class is scheduled (music, physical education, library). Only in cases during a same day type emergency absence where a substitute is not available the unit member may cover the class.
3. Unit members shall not be required to substitute during their educational planning time.

4. Scheduled parent-teacher conference days arranged by the administration after consultation with building faculty may start at a time different from the regular starting time for unit members; however, such scheduled time shall not exceed seven and one-half (7 1/2) continuous hours including a one-half (1/2) hour duty-free time for unit members. Days of parent-teacher conferences will be days of instruction for classes not conducting conferences.
5. If COTA Day is the scheduled in-service day during the school year, the day will be a unit member contract duty day. If COTA Day is not the scheduled in-service day during the school year, the day will not be a unit member contract duty day, nor a day school is in session.

Unit Member Year

The unit member year shall be defined as follows:

180 instructional days

2 parent-teacher conference days

2 record days (1 mid-year - 1/2 for records and 1/2 for in-service
1 end of year)

1 pre-school day

185 total

Effective with the 1985-86 school year.

ARTICLE XXVII

OBSERVANCE OF DAILY TIME SCHEDULE

Agreement that the following procedure shall be used by the school district administrators for enforcement of the daily time schedule:

Chronic Offender - is defined as a teacher who is consistently late, according to the adopted time schedule, five (5) or more minutes at least two (2) or three (3) times per week for a period of two (2) weeks. At the conclusion of the above, the following sequence shall be initiated:

1. 1st Offense - confidential verbal correction by administrator.
2. 2nd Offense - written correction by administrator to be kept in the official file.
3. 3rd Offense - a reduction in pay in the sum of twenty-five dollars (\$25.00) for each offense for as many as three (3) times.
4. 4th Offense - persons still failing to observe the time schedule will be subject to consideration by the Board of Education for non-employment or possible dismissal.

The teacher in question has the right to appeal the last two steps of these procedures directly to the Board of Education.

ARTICLE XXVIII

STRS EARLY RETIREMENT INCENTIVE

The Board may design and implement an early retirement incentive plan. If the Board so chooses the P.A.T. will be contacted to provide input into the design of the plan.

ARTICLE XXIX

CURRICULUM COUNCIL

The Curriculum Council has been established to recommend policy on the instructional program and coordinate curriculum development activities in the district. All changes in curriculum and textbooks must be reviewed by the committee and recommendations made to the Board of Education. Curriculum Council recommendations shall be submitted to the Assistant Superintendent in charge of curriculum for presentation to the Board of Education.

Tasks

1. Survey the curriculum to identify needs.
2. Initiate action based on identified needs.
3. Facilitating communications between organizational units, staff and administration and the community.
4. Review and modify, approve or reject recommendations of ad hoc committees.
5. Arrange for and guide curriculum evaluation.
6. Coordinate the curriculum with the Fairfield County Schools Curriculum Services.

Guidelines

Teachers, parents and student committee members shall serve a two year term.

1. The Curriculum Council shall consist of:

All Administrators

County Consultant

Teachers - two from each organizational unit:

- two - Fairfield Elementary
- two - Pickerington Elementary
- two - Violet Elementary
- two - Middle School
- two - High School

Board of Education Member
Two - High School Students
Parents - one from each organizational unit:
 one - Fairfield Elementary
 one - Pickerington Elementary
 one - Violet Elementary
 one - Middle School
 one - High School

Should the grade level organizational units change during the term of this agreement, membership on the Curriculum Council shall be adjusted to reflect the revised organization.

2. The Pickerington Association of Teachers will be permitted to select one of the two teacher representatives of the Curriculum Council. The other teacher representative shall be selected by the Building Principal.
3. The Assistant Superintendent shall serve as Chairperson. The Chairperson shall appoint a recorder for each year.
4. Teacher representatives will be granted released time when Curriculum Council activities are scheduled during the school day.
5. Minutes of Curriculum Council meetings will be distributed to all members of the council as well as all professional staff members.
6. The Curriculum Council will meet on a monthly basis during the school year. Special meetings may be held as needed.

Ad Hoc Committees

Three basic kinds of ad hoc curriculum committees will be utilized:

1. Committees which are grade level committees for elementary school and subject committees for secondary schools.
2. Committees which work on selected problems or themes.
3. Textbook selection.

ARTICLE XXX

IN-SERVICE

In-service education shall be of three types:

1. District-wide In-Service Programs

District-wide In-Service activities, which involve all staff members, shall be planned, organized and coordinated by the Curriculum Council acting as a committee of the whole or an Ad Hoc Committee of the Curriculum Council.

2. Building In-Service Programs

- A. A committee of three (3) people, two (2) from the instructional staff and one (1) administrator, shall be responsible for developing the building level in-service programs.
- B. The committee shall attempt to identify areas of staff interest and/or need and plan the programs accordingly.

3. Individual In-Service Programs

Any teacher whose annual evaluation by his/her evaluator indicates one or more areas needing improvement, may be requested to participate in an individual in-service program cooperatively designed to improve the teacher's performance. Participation on the part of the teacher is encouraged, but shall be voluntary.

Outside resources and specialists from the Fairfield County Schools, the State Department of Education and other agencies shall be utilized as determined by the committees responsible for planning the in-service education.

ARTICLE XXXI

DEPARTMENT HEADS

If the position of department head in a particular building is deemed appropriate by the superintendent, the department heads shall be chosen by the building principal. Each department head shall receive released time for department head responsibilities as determined appropriate by the principal, but not less than 120 minutes per week.

Duties and responsibilities of the department heads shall be established by a job description.

ARTICLE XXXII

INDIVIDUAL RIGHTS

The Board fully recognizes all personal rights and freedoms granted teachers by the Constitution and will abide by all laws that pertain to the teachers it employs.

Recognized individual rights shall include:

1. The right to join and participate in civic or professional organizations on one's personal time.
2. The right to participate in political functions on one's personal time.
3. The right to hold elected office.

4. The right to privacy and recognition that one's personal life is not a condition of employment, unless it interferes with the effective performance of contract duties.

The administration or Board shall not take action against a teacher in the form of reprimand or discipline related to personal activities unless such teacher's action is determined in conflict with performance of contract duties and said action shall be given in writing to said teacher.

The involved teacher shall be granted a conference and/or a hearing upon written request.

All of the above is subject to the Ohio Revised Code.

ARTICLE XXXIII

ACADEMIC FREEDOM

It is recognized that a teacher in the Pickerington Local School District has the right to perform his/her professional responsibilities in the classroom in ways he/she believes will best encourage a broad and complete understanding by students of the educational subject matter. Such rights shall be exercised within the bounds of professional responsibility and Board adopted policy and curriculum.

It is agreed by the parties that academic freedom is to be used as a basis for a Type II grievance only.

ARTICLE XXXIV

PROCEDURES FOR DEVELOPMENT OF SCHOOL CALENDAR

A committee of five (5) shall be established to meet annually upon the call of the Local Superintendent to recommend a school calendar for the next school year to the Board of Education. The committee shall be made up of two (2) teachers selected by the Association, one (1) support service employee, one (1) administrator and one (1) lay person. The last three (3) members of the committee will be selected by the Board.

In the event the Board desires to change the calendar recommended by the calendar committee, the Board will first notify the committee and provide time at the next Board meeting for the committee to present suggestions and reasons for adopting the recommended calendar.

ARTICLE XXXV

NUMBER OF STUDENTS IN CLASSES

The Board and the Association recognizes that the number of students in a classroom is a significant educational matter which must be based upon a number of factors, including state statutes, the financial resources of the district, the physical facilities available and the overall needs of the educational program. In accordance, the Board and Association agree as follows:

1. The administration will strive to maintain the best district-wide pupil/teacher ratio possible within the parameters of the factors identified above.
2. The goals of the district will be:
 - A. To keep the number of students in each class in the elementary buildings below 31.
 - B. To keep the student class load at the middle school and high school below 180 students per day.

Certain activity classes such as music, physical education and typing will be exempt from these guidelines; however, excessive class size will also be avoided in these areas and no more students shall be assigned than physical facilities permit.

- C. When any teacher's class size or class load is outside the goals identified in Section B, he/she will be given first priority in the assignment of any available V.I.P.S. (Volunteers In Service to Pickerington Schools). Such teachers will also be relieved from assignments to bus duty and noon supervision in the elementary buildings upon request.

ARTICLE XXXVI

GRIEVANCE PROCEDURE

In the interest of obtaining timely and effective solutions to problems affecting the relationship between the Board of Education and the Pickerington Association of Teachers, the following procedure is agreed to:

1. Definitions

A. Type I and Type II

- (1) A Type I Grievance is a complaint involving the alleged violation or misapplication of the written agreement entered into between the Board of Education and the Pickerington Association of Teachers.

(2) A Type II Grievance is a complaint involving the alleged violation or misapplication of established Board policy (excluding administrative procedures). A Type II Grievance may be processed as far as the Board of Education.

B. Grievant

A person or group alleging that a grievance has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of the group.

C. Days

A "day" shall mean actual working school days.

2. Non-Reprisal

No grievant shall be subject to reprisal or discrimination for having followed this grievance procedure.

3. Procedure

- A. Any teacher having a grievance shall first discuss it with the building principal.
- B. If the grievance is not resolved, the grievant shall submit in writing to the building principal, the nature of the grievance, the specific section of the agreement violated and the relief sought. If the written submission is not made within twenty (20) days of the alleged violation, the grievance shall no longer exist.
- C. The principal shall respond in writing within seven (7) days.
- D. If the grievant is not satisfied with the principal's response, he/she may submit the grievance to the Superintendent within seven (7) days of receipt of the response. The Superintendent shall hold a hearing within seven (7) days. The grievant may be represented at such hearing by one person of the grievant's choice. Following the hearing, a written response shall be made within seven (7) days.
- E. If the grievant is not satisfied with the Superintendent's response, he/she may submit the grievance to the Board of Education within seven (7) days. The Board shall have a hearing at which the grievant may be represented by one person of the grievant's choice.
- F. If the grievant is not satisfied with the Board's response, he/she may, within ten (10) days of receipt of the response from the Board, submit the grievance to the grievance committee. The committee will, within ten (10) days, render a decision regarding whether or not the grievance is to be submitted to arbitration.

- G. If any questions as to whether a particular dispute involves the interpretation, meaning or application of any of the provisions of the Agreement, such question will first be ruled upon by the arbitrator selected to hear the dispute. Except as otherwise expressly provided in the Agreement, the arbitration will be conducted in accordance with the Voluntary Labor Arbitration Rules of American Arbitration Association, hereinafter referred to as the "AAA Rules".
- H. Within seven (7) school days after such written notice of submission to arbitration, the Superintendent and the Grievance Committee will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the seven (7) day period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will then be bound by the AAA rules in the selection of an arbitrator.
- I. The arbitrator so selected will confer with the representatives of the Superintendent and the grievant and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusion of the issues submitted to him/her. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of the agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the school district and the Association and his/her decision must be based solely and only on his/her interpretation of the meaning or application of the express relevant language of the Agreement. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon both parties.
- J. Expenses for the arbitrator's services shall be borne equally by the Board and the grievant.
- K. The above time elements may be extended by mutual agreement.
- L. A grievant may appear on his/her own behalf or may be represented at any formal steps of the grievance procedure by the Association.
- M. The grievant reserves the right to withdraw his/her grievance at any stage in the grievance procedure.

ARTICLE XXXVII

SAVINGS CLAUSE

Should any article, section or clause of this Agreement be declared illegal as a result of being in conflict with any applicable law, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

ARTICLE XXXVIII

FULL AND COMPLETE AGREEMENT

This contract contains the full and complete Agreement between the Board and the Association on all negotiable issues and neither party shall be required, during the term thereof, to negotiate upon any issue, whether it is covered or not covered, in this contract unless otherwise mutually agreed.

ARTICLE XXXIX

DURATION AND IMPLEMENTATION

1. The terms and conditions of this agreement shall remain in full force and effect from September 1, 1984 to August 31, 1985.
2. This contract supercedes any policy, rules, regulations or past practices of the district which may be contrary or inconsistent with the terms of this agreement.

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