

NEGOTIATIONS AGREEMENT
BETWEEN THE
PICKERINGTON ASSOCIATION OF TEACHERS
AND THE
PICKERINGTON BOARD OF EDUCATION

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ARTICLE I RECOGNITION

The Pickerington Board of Education, hereinafter referred to as the "Board", recognizes the Pickerington Association of Teachers, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association", as the sole and exclusive representative of certificated employees of the Board defined in Article II of this Agreement.

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 employees, including classroom teachers, guidance counselors, reading teachers, speech and hearing therapists, librarians, nurses, and 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 purpose of this section, department chairpersons shall not be considered administration.

ARTICLE III 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 IV PROCEDURES FOR CONDUCTING NEGOTIATIONS

Either party may request negotiations for a successor Agreement by issuing a notice to negotiate to the other party between 120 and 90 days prior to the expiration of this Agreement.

Within fifteen (15) days of receipt of said notice, representatives of the parties shall meet and submit proposals for the successor Agreement. Said proposals shall be comprehensive in nature and no additional issues shall be introduced after the first session without mutual agreement. Subsequent bargaining sessions shall be set at times and dates as are mutually agreed to by the teams.

Collective bargaining shall be conducted between duly authorized representatives of the Board and the Association known as the bargaining teams. Each team may consist of not 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, 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.

The bargaining teams shall meet at mutually agreed upon places and times 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. Such meetings shall continue, as necessary, until agreement is reached on a successor Agreement or impasse is reached.

Upon request of either bargaining team, a bargaining session may be recessed to permit for a caucus.

Negotiation meetings shall be in executive session, unless otherwise mutually agreed to by both teams.

While no final agreement shall be executed without ratification by the Association and adoption by the Board, 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/designee will make available to the Association readily available information that the Association has specifically requested.

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 teachers for the life of this Agreement.

ARTICLE V
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 for approval. Following approval by the Association and Board, a contract shall be entered into by both parties. The Association and the Board agree to abide by the terms of the Agreement. The final Agreement, as adopted by the Board 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 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 and 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 and the expiration date of the contract, whichever is less.

Within forty-five (45) days prior to the expiration of the contract, the parties by mutual agreement, may agree to another alternate dispute resolution procedure. Any mutually agreed to change shall be sent, in writing, to the State Employment Relations Board.

ARTICLE VI
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 policy governing use of buildings.

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

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

The Association shall receive an advance copy of the Agenda of each Board 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 unit teachers to the extent approved by the superintendent.

ARTICLE VII
SALARY SCHEDULE

Effective September 1, 1985
BA - \$15,382

<u>YEARS</u>	<u>BA</u>	<u>5 YR.</u>	<u>MAST.</u>	<u>MA+15</u>	<u>MA+30</u>
0	15,382 1.0000	16,766 1.0900	18,458 1.2000	19,304 1.2550	20,150 1.3100
1	16,074 1.0450	17,459 1.1350	19,304 1.2550	20,150 1.3100	20,996 1.3650
2	16,766 1.0900	18,151 1.1800	20,150 1.3100	20,996 1.3650	21,842 1.4200
3	17,459 1.1350	18,843 1.2250	20,996 1.3650	21,842 1.4200	22,688 1.4750
4	18,151 1.1800	19,535 1.2700	21,842 1.4200	22,688 1.4750	23,534 1.5300
5	18,843 1.2250	20,227 1.3150	22,688 1.4750	23,534 1.5300	24,380 1.5850
6	19,535 1.2700	20,920 1.3600	23,534 1.5300	24,380 1.5850	25,226 1.6400
7	20,227 1.3150	21,612 1.4050	24,380 1.5850	25,226 1.6400	26,072 1.6950
8	20,920 1.3600	22,304 1.4500	25,226 1.6400	26,072 1.6950	26,919 1.7500
9	21,612 1.4050	22,996 1.4950	26,072 1.6950	26,919 1.7500	27,765 1.8050
10	22,304 1.4500	23,688 1.5400	26,919 1.7500	27,765 1.8050	28,611 1.8600
11	22,996 1.4950	24,380 1.5850	27,765 1.8050	28,611 1.8600	29,457 1.9150
12	23,688 1.5400	25,073 1.6300	28,611 1.8600	29,457 1.9150	30,303 1.9700
13	24,380 1.5850	25,765 1.6300	29,457 1.8600	30,303 1.9150	31,149 2.0250
18	25,226 1.6400	26,611 1.7300	30,303 1.9700	31,149 2.0250	31,995 2.0800
25	26,072 1.6950	27,457 1.7850	31,149 2.0250	31,995 2.0800	32,841 2.1350

Effective September 1, 1986
 BA - \$16,290

<u>YEARS</u>	<u>BA</u>	<u>5 YR.</u>	<u>MAST</u>	<u>MA+15</u>	<u>MA+30</u>
0	16,290 1.0000	17,756 1.0900	19,548 1.2000	20,444 1.2550	21,340 1.3100
1	17,023 1.0450	18,489 1.1350	20,444 1.2550	21,340 1.3100	22,236 1.3650
2	17,756 1.0900	19,222 1.1800	21,340 1.3100	22,236 1.3650	23,132 1.4200
3	18,489 1.1350	19,955 1.2250	22,236 1.3650	23,132 1.4200	24,028 1.4750
4	19,222 1.1800	20,688 1.2700	23,132 1.4200	24,028 1.4750	24,924 1.5300
6	19,955 1.2250	21,421 1.3150	24,028 1.4750	24,924 1.5300	25,820 1.5850
6	20,688 1.2700	22,154 1.3600	24,924 1.5300	25,820 1.5850	26,716 1.6400
7	21,421 1.3150	22,887 1.4050	25,820 1.5850	26,716 1.6400	27,612 1.6950
8	22,154 1.3600	23,621 1.4500	26,716 1.6400	27,612 1.6950	28,508 1.7500
9	22,887 1.4050	24,354 1.4950	27,612 1.6950	28,508 1.7500	29,403 1.8050
10	23,621 1.4500	25,087 1.5400	28,508 1.7500	29,403 1.8050	30,299 1.8600
11	24,354 1.4950	25,820 1.5850	29,403 1.8050	30,299 1.8600	31,195 1.9150
12	25,087 1.5400	26,553 1.6300	30,299 1.8600	31,195 1.9150	32,091 1.9700
13	25,820 1.5850	27,286 1.6750	31,195 1.9150	32,091 1.9700	32,987 2.0250
18	26,716 1.6400	28,182 1.7300	32,091 1.9700	32,987 2.0250	33,883 2.0800
25	27,612 1.6950	29,078 1.7850	32,987 2.0250	33,883 2.0800	34,779 2.1350

SALARY SCHEDULE RULES AND REGULATIONS

1. Schedule is based on 185 days of annual service - 186 days for new unit teachers.
2. Each unit teacher who has completed training which would qualify him/her for a higher bracket shall file with the Treasurer of the Board and the County superintendent by September 15, an official transcript to verify the additional training.
3. Unit teachers new to the system shall be given full credit for each year of service as a regular public school unit 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 shall equal one year service credit).
4. The 150 hour column shall be defined as at least 150 semester hours and a bachelor's degree.
5. For a unit 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 VIII 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 unit teachers selected by the superintendent and authorized a one year supplemental contract by the Board, 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 unit teacher salary (Bachelor Degree - 0 experience). Supplemental compensation shall be adjusted each time the base unit 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 the 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 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 approval.
8. No unit teacher shall have his/her regular teaching contract non-renewed because of a failure to accept a supplemental duty contract.

ARTICLE IX
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
Head Boys Track Coach
Head Girls Volleyball Coach
Head Girls Softball Coach
Head Girls Track Coach

GROUP III

Ass't. Football Coach
Ass't. Wrestling Coach
Reserve Boys Basketball Coach
Ass't. Girls Basketball Coach
Ass't. Marching Band Director

GROUP IV

Head Cross Country Coach
Head Boys Tennis Coach
Head Golf Coach
Ass't. Soccer Coach
Ass't. Baseball Coach
Ass't. Boys Track Coach
Ass't. Girls Volleyball Coach
Ass't. Girls Track Coach
Ass't. Softball 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
M.S. Intramural Coordinator
M.S. Athletic Coordinator

GROUP VI

H.S. Varsity Cheerleader Advisor
Attached Units Advisor
Yearbook Advisor
Ass't. Jr. High Boys Coach
Ass't. 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. Ass't. & Freshman Cheerleader
Advisor
H.S. Student Council Advisor
H.S. Junior Class Advisor
H.S. Senior Class Advisor
Vocal Music Ensemble Director
Ass't. H.S. Musical Director
Football Physical Fitness-Ass't.
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
Ass't. 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 X
INSURANCE BENEFITS

The Board agrees to provide the following insurance benefits for all regular unit teachers:

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 unit teacher.

2. Life Insurance

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

3. Dental Insurance

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

Regular unit 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 parties agree that the Board has the right to change carriers of Hospitalization and Major Medical insurance, provided:

1. Benefits equal or exceed current benefit levels.
2. The Board provides a copy of any proposed insurance plan to the Association, for its review, at least sixty (60) days prior to proposed implementation date of the new carrier.

ARTICLE XI
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 on 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 unit teacher shall be 8.75 percent (8.75%) of the unit teacher's gross annual compensation. The unit teacher'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 taxes only.
2. The pick-up percentage shall apply uniformly to all unit teachers 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 unit teacher's daily gross pay prior to reduction. (e.g., gross pay divided by the number of days in a unit teacher's contract).

ARTICLE XII
MILEAGE

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

The following guidelines shall be observed in claiming mileage reimbursement:

1. Mileage expenses 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 miles	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 unit teacher's assigned school building.
5. The unit teacher is requested to submit mileage statements to his/her principal for approval. Such statements should be submitted on a monthly basis, on the form provided. Unit 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 reimbursable mileage.

ARTICLE XIII PROFESSIONAL GROWTH COLLEGE CREDIT

Each unit teacher who earns additional professional growth college credit which was approved by the Board prior to taking the course, will be eligible for reimbursement at the rate of \$55 for each quarter hour of undergraduate college credit, \$83 for each semester hour of undergraduate college credit, \$70 per graduate quarter hour or \$95 per graduate semester hour.

Graduate hours will only be approved for a unit 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 unit 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 - 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 unit teacher's evaluation, and courses necessary to add teaching areas to an existing certificate or to earn additional certificates.
3. The Board may identify teaching areas in which a need or shortage exists and provide financial incentives for selected interested unit teachers to acquire certification or to update their skills. The Board may exceed the listed dollar amounts for reimbursement for a unit teacher who agrees to pursue an area of needed educational programming (i.e., math, science, physics, etc.).

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

When a unit teacher resigns, or when a unit teacher is notified that he/she will not be re-employed, or when a unit teacher's contract is terminated by the Board, 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 unit teacher each year (September 1 thru August 31) shall be twenty-four quarter 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 \$1,000 for undergraduate course work and \$1,200 for graduate course work. If a unit 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 \$1,200.

For conferences and workshops in which college credit is earned, the Board will not reimburse the unit 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 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 unit 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 XIV PAY PERIODS

Unit 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 preceding year. Should pay day fall on a holiday, checks will be available on the preceding 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 unit teacher requested deductions from the third check received in any month.

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

ARTICLE XV SEVERANCE PAY

In accordance with Section 124.391 of the Ohio Revised Code, all unit teachers 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 unit teacher must meet the following: (1) The Board must accept the unit teacher's resignation for the purpose of retirement; or a former unit teacher, or the heirs of the unit teacher, may apply to the Board for severance pay no later than one (1) year after the last paid date of service with the Pickerington School System (2) The Board officially accepts the unit teacher's request for severance pay based on the former unit teacher moving from active employment into the retirement system.

2. Severance pay shall be for the unit teacher'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 fifty (50) days pay.
3. Payment shall be based upon the unit teacher's daily rate of pay at the time of retirement. A unit teacher's annual salary divided by the number of unit 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 unit teacher at that time.
5. Such payment shall be made only once to any unit teacher.
6. Contributions to the unit teacher's retirement system based upon monies paid for accrued unused sick leave will not be made by either the Board or the unit teacher.
7. Severance pay shall be paid by check within sixty (60) calendar days of the unit teacher's effective date of retirement. However, if the retiring unit teacher dies prior to receipt of severance pay, such severance pay shall be made to the deceased retiree's heirs, successors or assignees 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 unit teacher must have been employed by the Pickerington Schools for at least five (5) years at the time of retirement.

ARTICLE XVI
CREDIT UNION

Unit 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 unit teacher on a form provided by the Lan-Fair Federal Credit Union, payroll deduction on behalf of such unit teachers for the purpose of payment to the Lan-Fair Federal Credit Union.

ARTICLE XVII
SICK LEAVE

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

1. A. There shall be fifteen (15) days of sick leave per school year for each full-time unit teacher of a Board. Unit 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 unit teachers. A unit 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 unit teachers shall be 1 1/4 days per month for twelve (12) months. The sick leave shall be cumulative to a maximum of 215 days.

1. Accumulation of sick leave shall be based on the following formula and credited to unit 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. Unit 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 unit teacher contract year, unit 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 a unit teacher's accumulated days of sick leave at any time is below 215, only a sufficient number of days shall be recorded to his/her credit to bring the total of the accumulated days of sick leave up to 215.
 - 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 unit 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 unit teacher's custody and living in the same household. Provisions of the sick leave policy are not intended to enable Pickerington School teachers to utilize sick leave to care for the welfare of persons living outside the unit teacher's household, unless judged as an extenuating circumstance by the superintendent.
- B. Each unit teacher absent for 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 a unit teacher 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 unit teacher shall be considered by the Board as grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.
1. A unit teacher may use a part or all of the accumulated sick leave before a maximum accumulation is earned. After any period of acceptable absence, as described in this sick leave plan, the leave can again be built up to the maximum of 215 days by regular attendance. Unit 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 unit teacher's immediate family.
 2. A unit teacher 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 unit teacher 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 unit teacher'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 Board under personal or emergency leave.
4. Personnel new to the district 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 unit 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 unit teacher 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 unit teacher.
6. According to Section 3313.202 of the Ohio Revised Code, the Board shall continue to carry on payroll records, all school unit teachers 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 unit teacher.
7. A teaching unit teacher absent from work in excess of the number of sick leave or other authorized leave days accumulated by the unit teacher shall receive a salary deduction calculated by dividing the number of days in the unit teacher's duty year into gross annual salary thus arriving at a per day deduction.
8. The superintendent may require that a unit teacher returning to work after an extended illness, accident or pregnancy leave supply the administration with a doctor's statement indicating that he/she is able to return.

ARTICLE XVIII
LEAVES OF ABSENCE

Child Care Leave

1. A unit 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 unit 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 unit 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 unit 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 unit 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. Unit 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 unit 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 unit 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 teacher shall be granted five (5) days paid leave as an acclimation period.
 - D. In the case of private adoption, the unit 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 unit teachers shall be entitled to three (3) days of paid personal leave each school year. Unit 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. Unit 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 unit teacher 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 unit teacher or a member of the unit teacher'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 unit teacher at the sacrifice of the unit teacher'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 unit 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 judgment of the superintendent or his designee an emergency situation exists.
8. Medical appointments including dental and eye appointments for the unit teacher and member 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 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. Leave 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. 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 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 the 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 unit teacher's school responsibilities?

B. Visitations

Unit teachers 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 a unit teacher during the school year.

Mileage for such visitations will not be paid by the Board 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 unit teacher making such request.
2. The round trip mileage exceeds thirty (30) miles from the unit teacher's assigned place of work or point of departure.

C. County Office Meetings

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

D. Conferences

Unit teachers 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 teacher 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 cents per mile. Expenses must be itemized for such costs and submitted with receipts to the Treasurer upon the unit teacher's return. Tips and liquor are not reimbursable.

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

1. Unit teachers 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 unit 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 not more than one clinic for each sport in which the coach is involved, up to \$150.

3. Unit teachers 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 teacher quality that could be improved or corrected by attendance at a particular conference or workshop, the school district may reimburse the unit teacher up to 100% of the expenses for said conference.

5. When the superintendent, in consultation with other appropriate personnel, determines that a unit teacher 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 teacher 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, with the recommendation of the local superintendent, may grant a leave of absence to a unit teacher 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 unit teacher 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 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 unit teacher shall be granted an additional contract whose duration shall not exceed that of the contract currently expiring.

4. Assignment Upon Return

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

In cases of a RIF (Reduction in Force) when a leave of absence by a unit teacher not affected by the RIF would reduce the number of layoffs, that unit teacher 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 unit teacher 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 unit teacher shall include in their request the intended date of return. A leave of absence approved by the Board 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, a unit teacher 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 a unit teacher may continue insurance coverage and other similar benefits with the Board at the unit teacher'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 shall grant a unit teacher jury duty leave for jury duty when required by the United States or the State of Ohio courts. The Board will pay the difference between such unit teacher'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

Unit teachers 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 unit 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 unit 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 unit 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 unit 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 XIX UNIT 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 unit teacher's assigned building that may include all information contained in the official file. Said file shall be open to the unit teacher on the same basis as the official file.
2. Written permission shall be obtained from the unit 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 unit teacher shall be properly dated and include the initials of the unit teacher in whose file the entry is being made and the initials of the administrator placing information in the file. If a unit teacher disagrees with the content of the material, the unit teacher shall initial the material; however, the unit teacher may then attach additional information to the item in question. In the event the unit 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 unit teacher may submit letters of merit which shall be placed in his/her personnel file.
4. If and when a unit teacher and the superintendent or his/her designee agree that there is adequate evidence that certain material in said unit 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 unit 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 unit 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 XX
UNIT TEACHER PROTECTION

1. The Board will provide an updated copy of all Board policies to each unit teacher lounge/workroom area to use as reference. These copies are to be designated for use solely by unit teachers. Policy materials will be updated semi-annually. This shall be in addition to the unit teacher handbook that is to be distributed to each unit teacher at the beginning of the year.
2. All written complaints from any parent, pupil or other person not employed by the Board concerning a unit teacher's work performance will be sent to the unit teacher affected. All verbal complaints that are committed to writing shall also be sent to the affected unit teacher. The unit 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 unit teacher, consistent with terms of this agreement. Should termination proceedings be started against a unit teacher for persistent substantiated complaints regarding work performance, the unit teacher will be afforded all due process guarantees outlined in Chapter 3319.16 of the 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 unit teacher, subject to discipline for breaches of professional conduct, shall be entitled to all due process guidelines stipulated in 3319.16 of the 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 teacher may be accompanied by a PAT 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 teacher's personnel file and a copy given to the unit teacher.

ARTICLE XXI
UNIT TEACHER CONTRACTS

1. Upon initial employment of a unit teacher, 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 teacher 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 teacher 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 teacher'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 teacher 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 teacher's continuous service in the district will not be interrupted by approved leaves of absence. For the purpose of salary schedule placement, the unit teacher 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 teacher 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 unit teacher - BA degree - 5 years experience).

- D. Number of pay periods.
 - E. Provisions for the signature and the date of the unit teacher receiving the contract or notice. For salary notices, such signature will only signify that the unit teacher has received the notice and not necessarily agreement with the contract.
7. All unit teachers 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 teacher.
- 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 teacher.

ARTICLE XXII UNIT 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 unit 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 unit teacher, of not less than 30 minutes each with the first observation occurring prior to January 15.
 - 3. A completed evaluation returned to the unit teacher by March 31 in instances where the unit teacher is to be considered for reemployment. All others shall be completed and returned by May 1.

B. Unit teachers on probationary contracts:

1. A review of the procedure by September 15.
2. All unit 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 unit 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 unit 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 Unit Teacher Evaluation Procedures and Non-Renewal Procedures

The parties agree that teaching performance needs to be evaluated in order to assist unit teachers to improve their level of competence and to stimulate the unit teacher to improve performance. Unit teacher evaluation is an ongoing process of cooperation between the administration and the unit teachers in order to assist the attainment of professional competence in discharging their educational responsibilities. Therefore, in the event that the superintendent, based on recommendations of unit teachers or administrators determines that the unit 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 unit teachers selected by the superintendent, with one unit teacher from each organizational level - elementary, middle school and high school.

C. A maximum of three unit teachers selected by the Pickerington Association of Teachers, with one unit 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 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.

ARTICLE XXIII
ASSIGNMENTS, VACANCIES AND TRANSFERS

1. Notification of Vacancies

Between September 15 and June 1, the superintendent shall notify each unit teacher, 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 accepts a letter of resignation.
- When a new position is created.
- When the Board accepts a letter of retirement.
- When a unit teacher dies.
- When a unit teacher is transferred.
- When a unit teacher is promoted.
- When a unit teacher is on disability leave.
- When a unit teacher is terminated.

2. Voluntary Transfers

A notice of all such vacant positions will be sent to each unit teacher. No vacancy will be filled until three (3) school days after receipt of the notice. If a unit teacher wishes to be considered for a vacancy, the unit teacher 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 teachers shall specify the position(s) for which they desire consideration.

Unit teachers 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 superintendent's designee. Once a unit teacher 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 teachers 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 teacher.

When vacancies occur at times other than the end of the school year, a replacement unit teacher may be employed immediately with the understanding that currently employed unit teachers, 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 teacher is selected to fill the position at the beginning of the next school year, the replacement unit teacher will be given first consideration for the vacancy that remains following transfers and bumping rights of more senior unit teachers.

3. Temporary Assignments

No temporary assignments will be made without consultation with the unit teacher involved; and generally, the unit teacher would grant his/her consent before being transferred. However, the administration reserves the right to transfer unit teachers in unusual circumstances without unit teacher 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 teacher will be arranged prior to a transfer. Written reasons for the transfer shall be provided to the unit teacher.
2. During the conference the unit teacher 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 teacher 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 teacher 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 XXIII, Bumping Rights. However, if the administration does not believe that a unit teacher can experience success in a particular position, or if a unit teacher 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 teacher's seniority status. The reassignment process will continue as described above until all unit teachers requiring reassignment have been considered for available positions.
- C. A unit teacher assigned to part-time status may request to be considered for full-time vacancies. Such unit teachers will be considered on a seniority basis as described in the Voluntary Transfers section, paragraph 1. If there are no vacancies in a unit teacher's area of certification, such part-time unit teacher may "bump" the least senior full-time unit teacher within the unit teacher's area of certification. The unit teacher bumped by the part-time unit teacher will then be placed in the pool of unit teachers to be reassigned on an involuntary basis or subject to a reduction in force (RIF).

ARTICLE XXIV REDUCTION IN FORCE PROCEDURES

If the Board 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 unit teachers from leaves of absence.
3. The suspension of school.
4. Territorial changes affecting the district.
5. Financial reasons.

The Board shall determine which positions must be eliminated and the number of unit 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 took action to authorize a contract. Unit 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 considerations 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. Unit 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 unit teachers affected who have continuing contracts and the other list for unit teachers affected who have limited contracts. In no case will a unit 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. Unit 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 unit teacher's contract will not occur prior to August 1 unless an emergency situation exists. In such emergency situations, unit 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 unit 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 unit teachers whose contracts will not be suspended, but whose current assignment has been eliminated, will be identified in order of seniority. Unit 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 unit teachers to be reassigned, the most senior unit teacher will (1) consider available vacant positions for which he/she is certified, (2) bump the unit teacher with the least seniority throughout the district at that grade level or in that department, (3) bump the unit 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 unit teachers whose contracts will be suspended, but the position itself is not being eliminated.
- C. Once the most senior unit teacher has exercised one of the three options described in Item B, then the next senior unit teacher will consider the same three options.
- D. Since a goal of the school district is to place unit teachers into positions they desire to the extent practical, a unit 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 unit teacher may choose to have his/her contract suspended and to be placed on the recall list in order of seniority. The unit teacher will then be eligible for recall pursuant to Section 4 of these procedures. This option is available only to those unit 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 unit 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 unit teacher will have five (5) calendar days to exercise one of the options. If a unit teacher does not exercise one of the options within the five (5) calendar days, the unit teacher will be assigned a teaching position.
- *G. If a vacancy occurs in the original building this year from which a unit teacher has been transferred, that unit 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 unit 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 agreed to by all mutual consent.

4. Recall from Suspension

- A. Unit 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 unit 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 unit teachers holding continuing contracts, followed by those with limited contracts.
- C. When a vacancy occurs, the most senior certificated unit teacher on the callback list of unit 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 unit teacher shall be notified of the vacancy by registered mail. It is the unit teacher's responsibility to keep the District Office personnel informed of his/her whereabouts.
- D. The unit 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 unit teacher shall respond within two (2) calendar days.
- E. If a unit 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 unit teacher on the callback list. The unit teacher who declines the vacancy will not lose seniority status on the callback list because of the rejection of a job.

F. If no unit teacher on the callback list accepts the vacancy in order of seniority, then a new unit teacher from outside the district will be employed for the vacancy.

5. Other Considerations

A. No unit teachers new to the district will be employed until all unit teachers on the callback list have been reassigned. Exceptions to this will occur when there is no unit teacher on the callback list certified for a vacancy or when all unit teachers on the callback list reject a vacancy.

B. Suspended unit 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 and such coverage is allowed by the Association.

C. During a period of a suspension, a unit teacher's seniority with the district will be continued; however, a unit 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 unit teachers, who are able to meet minimum certification requirements, may bump learning disabilities tutors who have less seniority than the regular unit 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 unit 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 unit 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 unit 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 to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

ARTICLE XXV UNIT TEACHER DAY AND YEAR

Unit Teacher Day

1. The unit teacher work day shall not be longer than seven and one-half (7 1/2) hours.
 - A. If a required meeting is scheduled, a unit teacher 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 teacher 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 teachers. 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 teachers who supervise bus duty beyond the 7 1/2 hour unit teacher 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 teachers 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 teacher will include:
 - A. At least a thirty (30) minute, uninterrupted, duty-free lunch period at a time the cafeteria is serving food. Unit teachers 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 teachers 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 a special area class is scheduled (music, physical education, library). Only in cases of a same day type emergency absence, where a substitute is not available, the unit teacher may cover the class.
3. Unit teachers 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 teachers; 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 teachers. Days of parent-teacher conferences will be days of instruction for classes not conducting conferences.
5. If COTA Day is a scheduled in-service day during the school year, the day will be a unit teacher contract duty day. If COTA Day is not the scheduled in-service day during the school year, the day will not be a unit teacher contract duty day, nor a day school is in session.

Unit Teacher Year

The unit teacher 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 XXVI
OBSERVANCE OF DAILY TIME SCHEDULE

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

Chronic Offender - is defined as a unit 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. 3rdrd Offense - a reduction in pay in the sum of twenty-five (\$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 for non-employment or possible dismissal.

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

ARTICLE XXVII
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 XXVIII
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. Curriculum Council recommendations shall be submitted to the Assistant superintendent in charge of curriculum for presentation to the Board.

TASKS

1. Survey the curriculum to identify needs.
2. Initiate action based on identified needs.

3. Facilitate 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 Service.

GUIDELINES

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

1. The Curriculum Council shall consist of:

All Administrators
 County Consultant
 Unit 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 unit teacher representatives of the Curriculum Council. The other unit teacher representative shall be selected by the building principal.
3. The superintendent's designee shall serve as Chairperson. The chairperson shall appoint a recorder for each year.
4. Unit 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 to 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 XXIX 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 program.

B. The committee shall attempt to identify areas of staff interest and/or need and plan the programs accordingly.

3. Individual In-Service Program

Any unit 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 unit teacher's performance. Participation on the part of the unit 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 XXX
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 XXXI
INDIVIDUAL RIGHTS

The Board fully recognizes all personal rights and freedoms granted unit teachers by the Constitution and will abide by all laws that pertain to the unit 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 unit teacher in the form of reprimand or discipline related to personal activities unless such unit teacher's action is determined in conflict with performance of contract duties and said action shall be given in writing to said unit teacher.

The involved unit 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 XXXII
ACADEMIC FREEDOM

It is recognized that a unit 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 XXXIII
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. The committee shall be made up of two (2) unit teachers selected by the Association, one (1) support service unit teacher, 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 XXXIV
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/unit 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 unit 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 VIP's (Volunteers in Service to Pickerington Schools). Such unit teachers will also be relieved from assignments to bus duty and noon supervision in the elementary buildings upon request.

ARTICLE XXXV GRIEVANCE PROCEDURE

In the interest of obtaining timely and effective solutions to problems arising from this Agreement between the Board and Association, the following procedure is agreed to:

1. Definition

A grievance is a complaint involving the alleged violation, misinterpretation, or misapplication of provisions set forth in this Agreement.

A grievant is a unit teacher, group of unit teachers, or the Association, alleging the grievance.

A group grievance or an Association grievance shall have arisen out of identical or substantially the same, circumstances affecting more than one unit teacher.

A day shall mean an actual working school day.

2. Non-Reprisal

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

3. Procedure

A. Informal

1. An individual grievant shall first discuss the issue with his/her principal or immediate supervisor.
2. A group grievance or an Association grievance shall be initiated at the superintendent's level.

B. First Formal Level - Principal

If an individual grievance is not resolved at the informal level, the grievant shall complete and submit, on an Association-provided Grievance Form, the basis of the grievance, including the specific Article(s) of the Agreement giving rise to the grievance, and the relief sought, to his/her building principal or immediate supervisor.

The written grievance must be submitted within twenty (20) days of action giving rise to the grievance, or when the Grievant should reasonably become aware of the action or circumstances giving rise to the grievance.

The principal shall complete the appropriate section of the grievance form and provide a copy to the Grievant, Association, and the superintendent. This shall be done within seven (7) days of receipt of said grievance.

If the Grievant is not satisfied with the principal's response, or the grievance has not been otherwise resolved, the Grievant may submit the grievance to the superintendent within seven (7) days of receipt of the principal's or immediate supervisor's response.

C. Second Formal Level - superintendent

Within seven (7) days of the superintendent's receipt of the grievance, a grievance hearing shall be held at a time and location of mutual agreement of the parties.

The superintendent shall complete the appropriate response section of the grievance form to the grievant, and Association. Said response shall be within seven (7) days of the hearing.

If the grievant is not satisfied with the superintendent's response, or the grievance has not been otherwise resolved, the grievant may request of the Association, that the grievance be submitted to arbitration. Said request shall be within ten (10) days of receipt of the superintendent's response.

D. Third Formal Level - Arbitration

With concurrence of the Association, and within ten (10) days of the grievant's request, the Association may give notice to the superintendent, for the Board, of its demand for arbitration.

A representative for the Board and the Association shall meet to agree upon an arbitrator. If the representatives cannot agree upon an arbitrator within seven (7) days of the Association's notice to demand arbitration, an arbitrator shall be obtained through the American Arbitration Association, in keeping with its rules and regulations, unless otherwise provided by provisions in this Article.

The arbitrator will confer with representatives of the Board and the Association and hold such hearings as necessary to obtain the information and facts necessary to make his/her findings. The arbitrator's decision will be in writing and will state his/her findings, reasoning, and conclusion of the issue(s) submitted by the Board and Association. The arbitrator's authority shall be strictly limited to deciding only the issue(s) presented and shall be based solely on his/her interpretation of the meaning or application of the express relevant language of the Agreement.

A copy of the award shall be submitted to the Board and Association within thirty (30) calendar days of the hearing, or, within thirty (30) calendar days of the date briefs are due the arbitrator, if post-hearing briefs are filed. The award shall be final and binding on the parties.

Expenses for the arbitrator's services shall be borne equally by the Board and the grievant.

E. Miscellaneous

Time limits stated in the foregoing, may be extended by written mutual agreement.

A grievant may appear at any hearing provided in this procedure, or may be represented by the Association.

The Association shall have the right of representation at any hearing or discussion of a grievance after the formal level.

A grievant has the right to withdraw a grievance at any time, during the grievance procedure, without prejudice.

A grievant has the right of Association representation at any and all formal hearings in the grievance procedure.

No grievance shall be resolved inconsistent with the terms and conditions of this Agreement without written concurrence of the Association.

ARTICLE XXXVI INTERNAL COMPLAINT PROCEDURE

If a unit teacher has a complaint or concern regarding a Board policy, administrative procedure or practice, and such is not subject to the grievance procedure in this Agreement, said unit teacher shall have the right to the following:

1. The matter should be first discussed with the principal or immediate administrative supervisor.

2. If the concern is not resolved in discussion with the principal, the concerned unit teacher may arrange a meeting with the superintendent in an effort to resolve the matter.
3. If, after meeting with the superintendent, the matter is not resolved, the unit teacher may request a meeting with the Board to discuss the matter.

A unit teacher may have an Association representative present at any meetings provided under this Article.

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 therefore, to negotiate upon any issue in this Contract, unless otherwise mutually agreed.

ARTICLE XXXVIX
DURATION AND IMPLEMENTATION

The terms and conditions of this Agreement shall remain in full force and effect from September 1, 1985 through August 31, 1987.

This contract supersedes any policy, rules, regulations or past practices of the district which may be contrary or inconsistent with the terms of this Agreement.

By affixing my signature, I affirm that necessary action has been taken by my respective party to enter into this Agreement.

FOR THE

PICKERINGTON ASSOCIATION
OF TEACHERS OEA/NEA

Patricia Wehner 2/19/86
PRESIDENT DATE

Wayne Ferne
NEGNS. TEAM MEMBER

Shirley
NEGNS. TEAM MEMBER

Charles Fick
NEGNS. TEAM MEMBER

Jack Washit
DESIGNATED REPRESENTATIVE

PICKERINGTON LOCAL BOARD
OF EDUCATION

R. R. [Signature] 2/18/86
BOARD PRESIDENT DATE

Clark Davis
SUPERINTENDENT

Lillian Holloway
TREASURER

Rita A. King
BARGAINING REPRESENTATIVE