

*Patti Porter*

MASTER  
AGREEMENT

between the

PICKERINGTON  
EDUCATION  
ASSOCIATION

and

PICKERINGTON  
BOARD  
OF EDUCATION

MIDNIGHT JUNE 29, 1999  
through  
MIDNIGHT JUNE 28, 2001

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## **ARTICLE 1**

### **RECOGNITION**

The Pickerington Board of Education hereinafter referred to as the "Board" recognizes the Pickerington Education Association, OEA, NEA, Central OEA/NEA, hereinafter referred to as the "Association" as the sole and exclusive bargaining representative of the bargaining unit defined in Article 2, Bargaining Unit.

## **ARTICLE 2**

### **BARGAINING UNIT**

- A. For the purposes of defining the bargaining unit, all full and part-time, certified employees shall be included. Excluded shall be the Superintendent, Assistant Superintendent, Directors, Principals, Assistant Principals, Administrative Assistant, all other certificated administrators, Dean of Students, Coordinators, Head Nurse, Athletic Director, supervisory employees, casual employees, and substitutes that work less than sixty (60) consecutive days in the same assignment.
  
- B. Notwithstanding the above, part-time and hourly unit members shall have their pay benefits and other rights under this contract prorated accordingly with the exception of life insurance.

## **ARTICLE 3**

### **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 4**

### **PROCEDURES FOR CONDUCTING NEGOTIATIONS**

Either party may request negotiations for a successor Agreement by issuing a notice to negotiate to the other party between one hundred twenty (120) and ninety (90) days prior to the expiration of this Agreement. The State Employment Relations Board will also be notified of the intent to open negotiations at this time.

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.

Negotiations teams will be limited to five (5) members each. Both sides may agree to change this size by mutual agreement.

Negotiation sessions shall be conducted in executive session; however, this does not prohibit the flow of information to either party's constituency.

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

When negotiations are conducted during regular school hours, release time shall be provided for the Association's negotiating team. **(Reference: Article 20)**

There shall be three (3) signed copies of the final agreement. One (1) copy shall be retained by the Board, one (1) by the Association, and one (1) shall be submitted to the State Employment Relations Board.

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 the 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 printed by a professional printer and presented to each member within thirty (30) days. The cost of such printing, including labor and material shall be borne by the Board. The Association shall be responsible for getting a print-ready copy to the Board.

In the event an agreement is not reached after forty-five (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/or the expiration date of the contract, whichever is less. The mediation process may be extended by mutual agreement of the parties.

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

The Board and Association agree that negotiation sessions will be conducted in executive session. During the times that negotiations are in progress, from the commencement of negotiations until a tentative agreement on all issues submitted for negotiations has been reached or mediation has been concluded without agreement, all public communication will be limited to statements regarding the status of negotiation meetings. Statements regarding proposals or positions are specifically prohibited.

After tentative agreement has been reached on all issues submitted for negotiations or the completion of mediation, each party may issue its own press release or other communication without limitation.

## **ARTICLE 5**

### **ASSOCIATION RIGHTS**

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

**A. USE OF SCHOOL FACILITIES FOR MEETINGS**

Meetings shall be arranged to avoid interruption of normal instructional programs and in keeping with Board policy governing use of buildings.

**B. USE OF SCHOOL EQUIPMENT**

Use of school equipment such as: duplicating machines, typewriters, calculators and audio-visual machines and 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 will turn in each semester a listing of supplies used and number of copies made in order that the Board may bill it accordingly. Copies will be charged at the Board's current cost. 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 member day but not at any time which would conflict with normal school usage of this equipment.

**C. USE OF BULLETIN BOARDS**

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

**D. SCHOOL MAIL**

The Association has the right to use the regular school mailboxes. An e-mail account and document folder will be established for Association use and access by bargaining unit members. All Association use of the District's computer systems shall be in accordance with the District's Acceptable Use Policy and shall be subject to available server space.

**E. IDENTIFYING INSIGNIA**

The Association may place identifying stickers on unit members' mailboxes.

**F. PAYROLL DEDUCTIONS**

The Board agrees to deduct from salaries of the unit members, dues for the Association/OEA/NEA/Central OEA/NEA and individual associations as said unit members, individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to the Association. Unit member 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.

Deductions will be made for twenty (20) pay periods beginning with the second pay in October. Any changes or additions to the authorized deductions must be in the Treasurer's office no later than October 1.

**G. INFORMATION CONCERNING BOARD MEETINGS**

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. Every effort will be made to notify each building of special Board meetings.

**H. DIRECTORY INFORMATION**

The Association shall be provided directory information of all bargaining unit members by October 15 of each year.

**I. BOARD MEETING PARTICIPATION**

The Association shall have the right to address the Board during public discussion at any regular Board meeting with advance notice. The Association will be granted ten (10) minutes to address the Board.

**J. GENERAL TEACHERS MEETINGS**

The Board shall allow an Association representative(s) to address unit members for twenty (20) minutes following the general teachers' meeting at the beginning of the year. The Association shall also have the right to address new unit members during lunch at their orientation meeting prior to the beginning of the school year.

**K. TRANSACTION OF ASSOCIATION BUSINESS**

Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before, after or during the regular school day; provided, however, that no such business shall be transacted on any class time, Association business shall not in any way interfere with

scheduled student-teacher, parent-teacher, or administrator-teacher conferences or other school functions or activities. All visitors, including Association representatives, must report to the building office during teaching hours and sign in before transacting such business.

**L. PAYROLL DEDUCTION OF FAIR SHARE FEE**

The following provision applies to all current Association members and all new hires for the 1999-2000 school year. The provision applies to all bargaining unit members for the 2000-2001 school year, including any current non-members of the Association.

1. a. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Pickerington Education Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- b. The Association shall notify the Treasurer of the Board by September 15<sup>th</sup> of the names of any bargaining unit members who elect not to be members of the Association in order that fair share fees can be processed.
2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall be no more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer on or about September 15<sup>th</sup> of each year during the term of this contract for the purpose of determining amount to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

- a. All Fair Share Fee Payers

Payroll deduction of such fair share fee shall commence on the first pay date which occurs on or after January 15<sup>th</sup> annually and ending with the second pay period in August, except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.

b. Upon Termination of Membership During the Membership Year

The Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions

The Board further agrees to accompany each transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Ohio Revised Code and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United State and the State of Ohio.

6. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

7. Religious Exemption

Any exemptions made to this procedure because of a bona fide religious belief shall be made pursuant to Ohio Revised Code 4117.09 (C).

## **ARTICLE 6**

### **MANAGEMENT RIGHTS**

The Board of Education retains, without limitation, all rights to manage and control the operations of the school district and to exercise, to the fullest extent permitted by law, those powers and that authority vested in it by law. Such rights include but are not limited to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of service(s), its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, discharge, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

The exercise of such power and authority shall be limited only by the express provisions of this agreement and only to the extent that such limitation may lawfully be included in this collective bargaining agreement.

## ARTICLE 7

### SALARY SCHEDULE 1999-2000

<u>YEARS</u>	<u>BA</u>	<u>5YR.</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
0	\$27,180 1.0000	\$29,626 1.0900	\$32,616 1.2000	\$34,111 1.2550	\$35,606 1.3100	\$37,101 1.3650
1	28,417 1.0455	30,863 1.1355	34,124 1.2555	35,619 1.3105	37,114 1.3655	38,609 1.4205
2	29,653 1.0910	32,100 1.1810	35,633 1.3110	37,128 1.3660	38,623 1.4210	40,118 1.4760
3	30,890 1.1365	33,336 1.2265	37,141 1.3665	38,636 1.4215	40,131 1.4765	41,626 1.5315
4	32,127 1.1820	34,573 1.2720	38,650 1.4220	40,145 1.4770	41,640 1.5320	43,135 1.5870
5	33,363 1.2275	35,810 1.3175	40,158 1.4775	41,653 1.5325	43,148 1.5875	44,643 1.6425
6	34,600 1.2730	37,046 1.3630	41,667 1.5330	43,162 1.5880	44,657 1.6430	46,152 1.6980
7	35,837 1.3185	38,283 1.4085	43,175 1.5885	44,670 1.6435	46,165 1.6985	47,660 1.7535
8	37,074 1.3640	39,520 1.4540	44,684 1.6440	46,179 1.6990	47,674 1.7540	49,169 1.8090
9	38,310 1.4095	40,756 1.4995	46,192 1.6995	47,687 1.7545	49,182 1.8095	50,677 1.8645
10	39,547 1.4550	41,993 1.5450	47,701 1.7550	49,196 1.8100	50,691 1.8650	52,186 1.9200
11	40,784 1.5005	43,230 1.5905	49,209 1.8105	50,704 1.8655	52,199 1.9205	53,694 1.9755
12	42,020 1.5460	44,466 1.6360	50,718 1.8660	52,213 1.9210	53,708 1.9760	55,203 2.0310
13	43,257 1.5915	45,703 1.6815	52,226 1.9215	53,721 1.9765	55,216 2.0315	56,711 2.0865
14	44,494 1.6370	46,939 1.7270	53,735 1.9770	55,230 2.0320	56,725 2.0870	58,220 2.1420
18	46,274 1.7025	48,720 1.7925	55,243 2.0325	56,738 2.0875	58,233 2.1425	59,728 2.1975
22	47,782 1.7580	50,229 1.8480	56,752 2.0880	58,247 2.1430	59,742 2.1980	61,237 2.2530
27	49,291 1.8135	51,737 1.9035	58,260 2.1435	59,755 2.1985	61,250 2.2535	62,745 2.3085

**SALARY SCHEDULE**  
**2000-2001**

<u>YEARS</u>	<u>BA</u>	<u>5YR.</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
0	\$27,792 1.0000	\$30,293 1.0900	\$33,350 1.2000	\$34,879 1.2550	\$36,408 1.3100	\$37,936 1.3650
1	29,057 1.0455	31,558 1.1350	34,893 1.2555	36,421 1.3105	37,950 1.3655	39,479 1.4205
2	30,321 1.0910	32,822 1.1800	36,435 1.3110	37,964 1.3660	39,492 1.4210	41,021 1.4760
3	31,586 1.1365	34,087 1.2250	37,978 1.3665	39,506 1.4215	41,035 1.4765	42,563 1.5315
4	32,850 1.1820	35,351 1.2700	39,520 1.4220	41,049 1.4770	42,577 1.5320	44,106 1.5870
5	34,115 1.2275	36,616 1.3150	41,063 1.4775	42,591 1.5325	44,120 1.5875	45,648 1.6425
6	35,379 1.2730	37,880 1.3600	42,605 1.5330	44,134 1.5880	45,662 1.6430	47,191 1.6980
7	36,644 1.3185	39,145 1.4050	44,148 1.5885	45,676 1.6435	47,205 1.6985	48,733 1.7535
8	37,908 1.3640	40,410 1.4500	45,690 1.6440	47,219 1.6990	48,747 1.7540	50,276 1.8090
9	39,173 1.4095	41,674 1.4950	47,233 1.6995	48,761 1.7545	50,290 1.8095	51,818 1.8645
10	40,437 1.4550	42,939 1.5400	48,775 1.7550	50,304 1.8100	51,832 1.8650	53,361 1.9200
11	41,702 1.5005	44,203 1.5850	50,317 1.8105	51,846 1.8655	53,375 1.9205	54,903 1.9755
12	42,966 1.5460	45,468 1.6300	51,860 1.8660	53,388 1.9210	54,917 1.9760	56,446 2.0310
13	44,231 1.5915	46,732 1.6750	53,402 1.9215	54,931 1.9765	56,459 2.0315	57,988 2.0865
14	45,773 1.6470	48,275 1.7300	54,945 1.9770	56,473 2.0320	58,002 2.0870	59,530 2.1420
18	47,316 1.7025	49,817 1.7850	56,487 2.0325	58,016 2.0875	59,544 2.1425	61,073 2.1975
22	48,858 1.7580	51,360 1.8300	58,030 2.0880	59,558 2.1430	61,087 2.1980	62,615 2.2530
27	50,401 1.8135	52,902 1.8850	59,572 2.1435	61,101 2.1985	62,629 2.2535	64,158 2.3085



## **ARTICLE 8**

### **SALARY SCHEDULE RULES AND REGULATIONS**

1. Schedule is based on one hundred eighty-six (186) days of annual service - one hundred eighty-seven (187) days for new unit members.
2. Each unit member who has completed training which would qualify him/her for a higher bracket shall file with the Treasurer of the Board by September 15 an official transcript to verify Bachelor's and Master's degrees. Official grade slips may be used for verification of 150 hours, MA+15, MA+30, and MA+45.

Salary adjustments will be made according to the following schedule:

- First pay period of the school year for unit members who submit verification of additional training prior to August 15.
  - First pay period in October for unit members who submit verification of additional training prior to September 15. This increase will be retroactive to the beginning of the contract year and will be prorated over the remaining pays.
  - First pay period in February for unit members who submit verification of additional training by the end of the first semester. This increase will be calculated on a per diem basis from the first work day of the second semester through the end of the year and will be prorated over the remaining pays.
  - First pay period in June for unit members who submit verification of additional training by May 15. This increase will be calculated on a per diem basis from May 15 and prorated over the remaining pays.
3. Unit members new to the system shall be given full credit for each year of service as a regular public school unit member to a total of at least eight (8) years and/or for not more than five (5) years of military service. (Eight [8] continuous months or more of active military service shall equal one [1] year service credit. Credit for years of service in the military should be determined for periods longer than eight [8] months by multiples of twelve [12] months of actual continuous service with any fractional period remaining to be credited as a year of service or an additional year of service if it is of at least eight [8] months duration.)

4. The 150 hour column shall be defined as at least 150 semester hours and a bachelor's degree.
5. For a unit member to qualify for the MA+15 column, the MA+30 column, or the MA+45 column, the hours must be graduate level hours earned after the masters degree is conferred. The MA+15, MA+30, and MA+45 columns refer to semester hours of training. Undergraduate hours may be counted with the approval of the Superintendent.
6. Bargaining unit members assigned duties as tutors as of the effective date of this agreement and at all times prior to the effective date of this agreement are, and have been properly placed on the salary schedule and have no claim to any additional salary schedule service credit.
7. Any unit member who officially retires from the Pickerington Local School District and receives STRS benefits, and is then subsequently rehired by the Pickerington Local School District, shall be placed on the salary schedule at zero (0) years experience in the appropriate column based upon the highest degree achieved. Such members will be issued one year limited contracts only and shall not be eligible for multi-year contracts. This provision is effective for retirees hired for the 2000-2001 school year and thereafter.

## ARTICLE 9

### 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 provide extra duty pay to those unit members who agree to perform extracurricular assignments beyond the regular school day.

The following index shall be used to determine compensation for supplemental duties:

<u>GROUP</u>	<u>0</u>	<u>1&amp;2</u>	<u>3&amp;4</u>	<u>5&amp;6</u>	<u>7&amp;8</u>	<u>9 OR MORE</u>
	.13	.15	.17	.18	.20	.22
II	.11	.13	.15	.16	.17	.18
III	.09	.11	.13	.14	.15	.16
IV	.085	.10	.115	.125	.135	.145
V	.08	.09	.10	.11	.12	.13
VI	.055	.065	.075	.085	.095	.105
VII	.045	.055	.065	.075	.085	.095
VIII	.04	.05	.055	.060	.065	.070

The index ratios shall be applied to the base unit member salary (Bachelor' s Degree -0 experience). Supplemental compensation shall be adjusted each time the base unit member salary is adjusted.

### RULES AND REGULATIONS

1. Experience shall be defined as paid, previous experience in the sport or activity.
2. Coaches and advisors of activities new to the Pickerington School District may be given a credit for years of paid coaching or paid advisory experience in the same sport or activity outside the Pickerington School District, up to a maximum of five (5) years credit. The Board may grant additional experience credit beyond five (5) years.
3. An amount equal to one (1) stipend only will be paid to any two (2) or more activity advisors or coaches who share an assignment.
4. When a new supplemental duty position develops, the Superintendent or his designee shall determine the level placement after consultation with the principal and Athletic Director for coaching positions. Following approval by the Board for any new supplemental duty position, the Association shall be immediately notified of the new position and its level placement. In the event that the Association disagrees with the level placement of the positions, this will be subject to bargaining.

5. The Board retains the right to determine when a supplemental vacancy exists. Conditions that will be conducive to filling a board-determined vacancy will be:
  - A. Student interest and participation is sufficient to justify the sport or activity.
  - B. A qualified applicant volunteers to fill the posted vacancy.
  
6. No unit member shall have his/her regular teaching contract non-renewed because of a failure to accept a supplemental duty contract, nor have his/her regular teaching position changed or shifted in any way without his/her consent except in the areas of band and instrumental music. Also, continued employment in a teaching position shall be unaffected by performance in a supplemental position, unless such performance demonstrates good cause for termination or non-renewal.
  
7. When a supplemental position becomes open, it shall be posted and notification sent to all unit members. Any unit member who wishes to be considered for the supplemental position shall notify the building principal for academic positions, and the Athletic Director for athletic positions, within five (5) working days from the posting date. Unit members who apply will be interviewed and considered on a seniority basis.
  
8. Coaches or advisors of sports or activities who must qualify to participate in the state tournament shall be paid an additional stipend for such qualifications. The stipend will be granted to all varsity heads and any varsity assistants who are responsible for the achievement of the team or individual as determined by the Athletic Director. Coaches, below the varsity level, must be approved by the Athletic Director/Principal at the conclusion of the regular season or activity. For those coaches or advisors of sports or activities that have automatic entry into the state tournament, the additional stipend shall be paid after the team or club advances beyond the first non-bye round of the tournament. Since football does not have automatic entry into the OHSAA tournament, coaches will be paid after qualifying for the Regional based on the Computer Points Rating System. Coaches/advisors will be paid for each practice or contest, excluding those held on Sunday, unless permission is granted by the Athletic Director or Principal as submitted on the post-season stipend form and approved by the Athletic Director. The amount of the stipend shall be based upon group assignments as follows:

Group I	-	\$ 40	per diem
Group II	-	\$ 34	per diem
Group III	-	\$ 28	per diem
Group IV	-	\$ 26	per diem
Group V	-	\$ 25	per diem
Group VI	-	\$ 17	per diem
Group VII	-	\$ 14	per diem
Group VIII	-	\$ 12	per diem

This stipend will be paid up to a maximum of four (4) weeks of state competition.

9. In the event a unit member is hired by the Board for a supplemental position and participation or interest are not sufficient to sustain the activity, the unit member shall be offered another vacant supplemental position or be given first consideration when a vacancy becomes known.
10. All supplemental contracts will include a beginning and ending date and shall automatically expire on the ending date without Board action of non-renewal or notification.
11. All supplemental salaries will be calculated to the nearest dollar.
12. No unit member shall be asked to complete an evaluation of any other unit member. The head coach will provide input on his/her assistant coaches during his/her summary conference with the Athletic Director/Principal.
13. All supplementals will be paid throughout the contract year in twenty-four (24) pays. Payment for supplemental contracts entered into after the beginning of the school year will be pro-rated over the remaining pay periods. Any overpayment will be deducted from the member's paychecks.
14. The Athletic Trainer will be paid for post season work at Group I with a maximum payment of \$1200. per school year.
15. All varsity head coaches are permitted ten (10) days (maximum) of pre-season conditioning pay at \$39.00 per day. Pre-season conditioning and weight lifting sessions should be a minimal of one and a half (1-1/2) hours in duration and scheduled within the three (3) week period prior to the official start date of each given sport. Open gyms will not qualify for this pay.

## **ARTICLE 10**

### **GROUP ASSIGNMENTS** **FOR EXTRA-CURRICULAR ACTIVITIES**

#### **GROUP I**

Head Football Coach  
Head Basketball Coach  
Head Wrestling Coach  
Marching Band Director  
Athletic Trainer  
Assistant Athletic Director

#### **GROUP II**

Head Tennis Coach  
Head Golf Coach  
Head Swimming Coach  
Head Soccer Coach  
Head Baseball Coach  
Head Softball Coach  
Head Volleyball coach  
Head Track Coach  
Head Cross Country Coach  
Junior High Athletic Coordinator

#### **GROUP III**

Assistant Football Coach  
Assistant Wrestling Coach  
Assistant Basketball Coach  
Assistant Marching Band Director  
H.S. Fall Drama Director  
H.S. Spring Musical Director  
Head Cheerleading Coach per  
Fall and Winter Season

#### **GROUP IV**

Assistant Cross Country coach  
Assistant Golf Coach  
Assistant Baseball Coach  
Assistant Soccer Coach

#### **GROUP IV (cont.)**

Assistant Softball Coach  
Assistant Volleyball Coach  
Assistant Track coach  
Assistant Swimming Coach  
Freshman Football Coach  
Freshman Basketball Coach  
Freshman Wrestling Coach  
Freshman Baseball Coach  
Freshman Softball Coach  
Freshman Soccer Coach  
Freshman Track Coach  
Communication Services – Photo  
Assistant Tennis Coach  
Freshman Volleyball

#### **GROUP V**

Assistant Cheerleading Coach  
Junior High Head Coach  
(Including 7<sup>th</sup> Grade Coaches)  
Yearbook Advisor  
Asst. High School Fall Drama Director  
Asst. High School Spring Musical Director  
H.S. Vocal Music Ensemble Director  
Communication Services Coordinator  
Department Heads (Ref. Article #34, #3)  
Attached Units Advisor  
Junior High Team Leader  
QST Junior High  
QST High School

#### **GROUP VI**

Assistant Junior High Coach  
Pep Band Director  
In the Know Advisor  
Mock Trial Advisor

**GRADE VII**

Freshman Cheerleader Coach  
High School Student Council Advisor  
High School Senior Class Advisor  
High School Junior Class Advisor  
Media Center Evening Supervision  
Detention Supervisor  
H.S. Evening Computer Lab Supervisor  
(1/2 increment)  
Dance Team Advisor  
Elementary Enrichment Advisor  
Middle School Enrichment Advisor  
Junior High Enrichment Advisor  
Honor Society Advisor  
Strength Coach

**GROUP VIII**

Building Technology Advisor  
Junior High Cheerleader Coach per  
Fall/Winter Season  
High School Club Advisor  
High School Freshman/Sophomore Class  
Advisor (One (1) combined position)  
Proficiency Tutor  
Junior High Student Council Advisor

**GROUP VIII (cont.)**

Outdoor Education Coordinator (per week)\*  
Course Development  
H.S./J.H. Science Olympiad Advisor  
Junior High Vocal Music Ensemble Director  
Industrial Arts Maintenance (1/2 increment)  
H.S. Activities Coordinator  
Newspaper Advisor  
Tiger Tech Crew  
SADD  
Junior High Yearbook  
Sunny Side Up Coordinator  
M.S. Science Nights Coordinator  
(1/2 increment)  
Middle School Yearbook (1/2 increment)  
Middle School Chess Club (1/4 increment)  
Middle School Health Fair Coordinator  
(1/4 increment)  
Middle School Stunts & Studies  
(1/4 increment)  
H.S. Assistant Vocal Music Ensemble  
Special Olympics Advisor  
J.H. Instrumental Director  
Literary Arts Magazine Advisor

- \* Grade 6 teachers who attend overnight sessions of outdoor education programs (excluding coordinators) will receive \$50.00 per night for overnight attendance.
- \* Supplemental contracts added effective June 30, 1999 will begin at Step 0 of the supplemental salary schedule.
- \* Group VIII supplemental contracts will begin advancements to steps 5-6 starting with the 2000-2001 school year.

## **ARTICLE 11**

### **INSURANCE BENEFITS**

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

1. **HOSPITALIZATION AND MAJOR MEDICAL**

See **Appendix A-21** and below for information regarding hospitalization and major medical coverages.

A. Single coverage - Board pays 95%  
- Employee pays 5%  
up to fifteen dollars (\$15) per month

Family coverage - Board pays 90%  
- Employee pays 10%  
up to seventy-five dollars (\$75) per month

B. The Board will offer a Section 125 plan with medical and dental insurance.

C. If two married full-time unit members are employed by the Board, they will be granted a twenty-five percent (25%) reduction in their share of the monthly premium for family coverage. Two married full-time unit members may choose either two (2) single policies or one (1) family policy.

D. **Medical Insurance**

Changes effective with this agreement.

- Deductibles – effective 1/1/00 - \$100/200 In-Network  
\$300/600 Out-of-Network
- Drug Program – effective 9/1/99 – Retail-In-Network \$5/\$15  
Mail Order \$10/\$30
- Employee Pay  
\$10.42 – Single > Monthly insurance premiums  
\$47.58 – Family > until 9/1/00
- Board of Education pays all increases in monthly rates for 9/1/99 – 9/1/00, excluding the \$10.42 for Single and \$47.58 for Family.
- Insurance Committee to shop insurance during the first year of contract.
- Any new carrier, or if CIGNA changes/rate increases, then passed along to employees will be at the same 5% for Single and with \$15.00 cap and 10% for Family with \$75.00 cap.



**E. Basic Coverages**

Prior to September 1, 1999:

Current Plan	Office Visit	Deductible	Coinsurance	Out of Pocket	MH/SA	PRESCRIPTION DRUG PLAN	
						Retail generic/brand	Mail Order generic/brand
In-Network	\$5	None	100%	\$500/\$1000	90%	\$5/\$5	\$10/\$10
Out-Of Network	n/a	\$200/\$400	80%	\$700/\$1400	50%	80%	80%

Effective 9/1/99 except deductibles effective 1/1/00:

Changes from current plan

OPTION 1	Office Visit	Deductible	Coinsurance	Out of Pocket	MH/SA	PRESCRIPTION DRUG PLAN	
						Retail generic/brand	Mail Order generic/brand
In-Network	\$5	\$100/\$200	100%	\$500/\$1000	90%	\$5/\$15	\$10/\$30
Out-Of Network	n/a	\$300/\$600	80%	\$700/\$1400	50%	80%	80%

**2. LIFE INSURANCE**

The Board will pay the full amount of the premium for \$35,000 of group term life insurance for each unit member effective through the life of the contract.

**3. DENTAL INSURANCE**

Starting with the new agreement the Board will pay no more than \$55.00 monthly premium for dental insurance. Unit members choosing dental insurance will pay the additional cost on a monthly basis through payroll deduction.

**4. OTHER PROVISIONS**

Regular unit members 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 the hospitalization and major medical insurance, provided that:

1. benefits and service equal or exceed current benefit levels, and
2. the Board provides a copy of any proposed insurance plan to the Association for its review and discussion with Board representatives at least twenty (20) days prior to proposed implementation date of the new carrier.

**Other Provisions (cont.)**

Not later than October 1, 1997, an insurance committee will be formed by the Board and Association. The committee will consist of three association members designated by the Association President and three administrative representatives designated by the Superintendent or designee. The insurance committee may utilize the services of consultants, provided that any expenses of such consultants must be approved in advance by the Board.

The insurance committee will meet not less than once each semester to review all existing health insurance plans, including medical, dental, and life insurance to identify the most cost-effective method of providing adequate insurance benefits to the employees of the District. The committee may submit recommendations for changes in insurance plans to the Board and Association, however, no such change shall become effective until approved by the Board and the Association.

## **ARTICLE 12**

### **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 member shall be the percent mandated by STRS of the unit members gross annual compensation. The unit members 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 members as a condition of employment.
3. The pick-up 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 member's daily gross pay prior to reduction (e.g., gross pay divided by the number of days in a unit member's contract).

## ARTICLE 13

### MILEAGE

Mileage reimbursement will be paid for travel involving the use of personal cars for school related responsibilities when unit member attendance is required. The reimbursement rate will be the rate established by the IRS and approved by the Board at its next meeting following the announcement of a new rate by the IRS. The effective date of change shall be the first of the month in which the Board approves any new IRS rate.

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 School staff. Normally, mileage for such meetings will be computed from the member's assigned building.
2. Mileage expenses necessitating round trip travel to one (1) or more buildings, or one-way mileage expenses when travel is a part of the employee's regular assignment to more than one (1) 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.	3.0 miles	6.0 miles
Pickerington Elem. to Middle School	1.6 miles	3.2 miles
Pickerington Elem. to Junior High School	1.1 miles	2.2 miles
Pickerington Elem. to High School	1.8 miles	3.6 miles
Violet Elem. to Fairfield Elem.	2.3 miles	4.6 miles
Violet Elem. to Middle School	1.8 miles	3.6 miles
Violet Elem. to Junior High School	3.4 miles	6.8 miles
Violet Elem. to High School	4.2 miles	8.4 miles
Fairfield Elem. to Middle School	4.1 miles	8.2 miles
Fairfield Elem. to Junior High School	4.0 miles	8.0 miles
Fairfield Elem. to High School	4.9 miles	9.8 miles
Tussing Elem. to Fairfield Elem.	3.6 miles	7.2 miles
Tussing Elem. to Violet Elem.	5.1 miles	10.2 miles
Tussing Elem. to Pickerington Elem.	4.4 miles	8.8 miles
Tussing Elem. to Middle School	6.9 miles	13.8 miles
Tussing Elem. to Junior High School	5.3 miles	10.6 miles
Tussing Elem. to High School	6.0 miles	12.0 miles
Middle School to Junior High School (East St)	.8 miles	1.6 miles
Middle School to High School (East St)	1.4 miles	2.8 miles
Junior High to High School	.7 miles	1.4 miles

	<u>One Way Distance</u>	<u>Round Trip Distance</u>
M.S.#1 (Harmon Rd) to Fairfield Elem.	1.1 miles	2.2 miles
M.S. #1 to Tussing Elementary	3.8 miles	7.6 miles
M.S. #1 to Violet Elementary	1.1 miles	2.2 miles
M.S. #1 to East Street	2.9 miles	5.8 miles
M.S. #1 to Pickerington Elementary	2.5 miles	5.0 miles
M.S. #1 to Junior High	3.4 miles	6.8 miles
M.S. #1 to High School	4.1 miles	8.2 miles
M.S. #1 to M.S. #2	3.3 miles	6.6 miles
M.S. #2 (Diley Road) to Fairfield Elem.	3.7 miles	7.4 miles
M.S. #2 to Tussing Elementary	5.0 miles	10.0 miles
M.S. #2 to Violet Elementary	3.5 miles	7.0 miles
M.S. #2 to East Street	2.0 miles	4.0 miles
M.S. #2 to Pickerington Elementary	1.1 miles	2.2 miles
M.S. #2 to Junior High	1.6 miles	3.2 miles
M.S. #2 to High School	2.3 miles	4.6 miles
M.S. #2 to M.S. #1	3.3 miles	6.6 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 members assigned school building.
5. The unit member 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 members 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 reimbursed mileage.
7. Unit members who travel between two or more buildings in a given school day shall be scheduled in a manner that does not require a unit member to leave a class while it is still in session nor to arrive at a class that has already begun unless another teacher is regularly assigned or the administration has provided for coverage. Travel time shall not be included in the time allotted for lunch time or conference periods.

**Reference: Appendix A-1**

## ARTICLE 14

### PROFESSIONAL GROWTH COLLEGE CREDIT

Each unit member who earns additional professional growth college credit will be eligible for reimbursement providing that all provisions of this article are met. An annual cap of dollars appropriated for professional growth shall be \$105,000 per fiscal year during the term of this contract. During the term of this agreement a total of \$5,000 of the professional growth funds will be appropriated for the training of the Local Professional Development Committee ("L.P.D.C."). The L.P.D.C. must submit a request for funds ("L.P.D.C. Funds"). The funds requested shall be granted provided that at the time of the request sufficient funds remain in the professional growth fund. L.P.D.C. funds may be requested only once in any school year. Any request which is granted will be reduced from the total allocation of L.P.D.C. funds and will lapse if not spent during the fiscal year the request is granted. The remaining funds will be allocated into two groups, with 70% of the funds being allocated to group A and the remaining 30% allocated to group B for distribution as provided in this article.

In the event that the Board believes that a reduction in force may be necessary due to financial reasons, the parties agree to meet for the purpose of discussing the possible reduction or elimination of the professional growth expenditures that would otherwise be required by this agreement. In the event that the parties are unable to reach an agreement, the procedures pursuant to Article 43 shall be followed for resolution.

#### 1. REIMBURSEMENT PROCEDURES

- A. To receive reimbursement, all unit members must have completed a minimum of one (1) school year in the Pickerington Local Schools.
- B. Course entitled to be reimbursed as "Group A" courses are:
  - 1. Courses required for the initial license after passage of the Praxis;
  - 2. Courses required for renewal of license/certificate;
  - 3. Courses necessary to upgrade an existing certificate.
- C. Courses entitled to be reimbursed as "Group B" are:
  - 1. Courses necessary to earn additional certificates;
  - 2. Courses taken in response to a particular area needed for improvement as indicated in the unit member's evaluation;
  - 3. Any other courses taken for professional development.
- D. There shall be four (4) "Pro-Growth Terms" each year, during which time a unit member may request reimbursement for eligible courses.
  - 1. The annual cap for a given year shall be divided into fifths with one-fifth (1/5) of the funds allocated to each group made available for

each of the fall, winter and spring pro-growth terms and two-fifths of the funds allocated to each group (2/5) made available for the summer pro-growth term. For purposes of distributing pro-growth funds, "Group A" courses shall be those required for the initial license after passing the Praxis: courses taken for required renewal of a license/certificate and courses necessary to upgrade an existing certificate. "Group B" courses shall include courses taken to earn additional certificates; courses taken in response to a particular area needed for improvements as indicated on a unit member's evaluation and any other course taken for professional development.

2. The deadline for submission of grade slips or a letter from the university and a copy of paid fees or a university fee schedule for each Pro-Growth Term shall be as follows:
  - a. Summer Term – September 30
  - b. Fall Term – January 31
  - c. Winter Term – April 30
  - d. Spring Term – June 30
3. Should a grade slip or letter from the university not be available to turn in by these dates, a unit member's reimbursement will not be paid until the end of the next Pro-Growth Term. In no case shall payment be made after that next Pro-Growth Term.
4. Cancelled checks and bank card bills will not be accepted as verification of fee payment.
5. Unit members will receive reimbursement stipends in lump sum payment within thirty (30) calendar days after the close of each Pro-Growth Term.
6. In no case shall a unit member receive more in reimbursement than the cost of the actual fees.

C. For the purpose of reimbursement, all hours shall be converted into "Pro-Growth Units" (P.G.U.'s) as follows:

1 graduate semester hour	=	12 P.G.U.'s
1 graduate quarter hour	=	8 P.G.U.'s
1 undergraduate semester hour	=	9 P.G.U.'s
1 undergraduate quarter hour	=	6 P.G.U.'s

At the close of each Pro-Growth Term, the Pro-Growth Units of all approved requests for which grade slips and fee receipts are submitted for

reimbursement shall be totaled. This total shall be divided into the funds available in that group for that term to determine an amount per Pro-Growth Unit that each unit member will receive for reimbursement up to but not to exceed 100% of the actual course fees.

The treasurer will send a copy of funds spent for each term and amount of funds unused each term to the P.E.A. President as soon as this information is tabulated.

Once all payments are made for a Pro-Growth Term, any unused funds shall be rolled over into the next Pro-Growth Term.

## 2. REIMBURSEMENT RESTRICTIONS

- A. When a unit member's contract is resigned, non-renewed, or terminated, the unit member shall not be eligible to receive professional growth reimbursement for any courses taken during the quarter or semester in which the resignation, non-renewal, or termination is effective unless the course was completed before the effective date of the resignation, non-renewal, or termination.
- B. The maximum number of hours recognized for reimbursement to any one (1) unit member each year (July 1 thru June 30) shall be twenty-four (24) quarter hours or sixteen (16) semester hours. The Board may, however, permit a unit member to exceed the annual quarter or semester hour limits in order to pursue an area of needed educational programming, certification, or licensure, as identified by the district administration. In such cases, the reimbursement for hours approved in excess of the annual limit shall not be deducted from the professional growth funds available for that Pro-Growth Term.
- C. For conferences and workshops in which college credit is earned, the Board will not reimburse the unit member for expenses associated with both the conference and professional growth college credit.
- D. A passing mark of B or higher must be received in order for reimbursement to be paid for any course.
- E. Courses taken during the summer of 1999 shall be reimbursed in accordance with the provisions of this agreement in effect at the time the course registrations were made. All courses taken thereafter will be reimbursed in accordance with the provisions of this Article.

**Reference: Appendix A-2  
Appendix A-3**



## **ARTICLE 15**

### **PAY PERIODS**

Unit members will be paid twenty-four (24) checks per year. Pays will be on the 3<sup>rd</sup> and 18<sup>th</sup> of each month beginning with 3<sup>rd</sup> of September for the 1999-2000 school year. When a pay falls on a holiday or on a day school is scheduled to be closed, the paychecks will be available on the preceding work day.

#### **Direct Deposit**

Unit members may elect to have their payroll checks directly deposited into a checking or savings account in a bank that participates in the Automated Clearing House (ACH) system. Direct deposit shall be mandatory for new unit members for their first year of employment. Conditions for implementation are as follows:

1. Direct deposit may be elected by June 30 for the first pay of the succeeding school year and by November 30 for the first pay following January 1 of the new calendar year. Once direct deposit is elected, a unit member may not rescind that election for one (1) year.
2. Unit members may designate one (1) or two (2) bank accounts and one (1) or two (2) banks. Designation will be made on a form provided by the Treasurer. A voided check or deposit slip must be attached for each account and/or bank designated.
3. A cancelled payroll check and stub will be provided for each pay day including those for the summer months, which shall be mailed.
4. Unit members not participating in direct deposit will have their summer checks mailed to their residence, unless a different mailing address is submitted to the Treasurer prior to the close of the school year. There will be no special handling or exceptions made for this procedure.
5. In the year following implementation of this program, and every year thereafter, unit members will notify the Treasurer in May of their designation(s) for the coming school year.

All deductions except tax sheltered annuities will begin on the second pay of the month. Authorizations for deductions must be in the Treasurer's office no later than Friday noon two weeks preceding the pay day. All time sheets for extra duty must be in the Treasurer's office no later than Friday noon two weeks prior to pay day.

In addition to established deductions, unit members may authorize a deduction for the following if twenty percent (20%) of the members participate:

- a. contributions to any school district levy (such a contribution would be a minimum of two dollars [\$2.00] per pay period for at least five [5] pay periods).
- b. purchase of U.S. Savings Bonds.

All unit member requested deductions shall be forwarded to the proper authority within fifteen (15) days of said deductions except for credit union deductions which shall be forwarded within five (5) work days.

**Reference: Appendix A-20**

## **ARTICLE 16**

### **SEVERANCE PAY**

In accordance with Section 124.39 1 of the Ohio Revised Code, all unit members 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 member must meet the following: (1) the Board must accept the unit member's resignation for the purpose of retirement; or a former unit member, or the heirs of the unit member, may apply to the Board for severance pay no later than one [1] year after the last date of service with Pickerington School System; (2) the Board officially accepts the unit member's request for severance pay based on the former unit member moving from active employment into the retirement system; (3) unit member(s) must have been employed by the Pickerington Schools for at least five [5] years at the time of retirement.
2. Severance pay shall be for the unit member'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.

Notwithstanding the above, any unit member having the maximum accumulation of two hundred forty-five (245) sick leave days will be paid for sixty-one (61) days.

3. Payment shall be based upon the unit member's daily rate of pay at the time of retirement. A unit member's annual salary divided by the number of unit member 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 member at that time.
5. Such payment shall be made only once to any unit member. Unit member has the option to have this payment forwarded to a TSA.
6. Contributions to the unit member's retirement system based upon monies paid for accrued unused sick leave will not be made by either the Board or the unit member.

7. Unit members retiring between January 1 and March 31 of any year will receive their severance pay within thirty (30) days of submission to the District of proof of their retirement.
8. Unit members retiring between April 1 and December 31 of any year will receive their severance pay no earlier than January 1 and no later than January 31 of the year following their retirement, provided that they have submitted to the District proof of their retirement by December 31.
9. Severance pay checks shall be subject to all legal deductions.
10. Eligible unit members may elect to have annuity contributions deducted from their severance pay as long as total deposits are within the maximum excludable allowances for the 403B Annuity for the year in which severance pay is given.
11. Eligible unit members shall give thirty (30) days notice to the Board, prior to payment, as to method of payment desired.
12. If a bargaining unit member, otherwise eligible for retirement and severance pay as stipulated above, dies, payment shall be made to his/her estate in the amount equal to the severance pay for which the bargaining unit member would have qualified.

## **ARTICLE 17**

### **CREDIT UNION**

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

## **ARTICLE 18**

### **NOTIFICATION OF ABSENCE**

Answering machines or voice mail will be provided for unit members to notify the principal/designee of an absence for times when the principal/designee is not available to answer the phone. Principal/designee will also provide unit members with an alternative method(s) of reporting absence when the principal/designee is not available.

Any time a unit member is absent and a substitute is necessary, the district shall make every effort possible to provide a substitute.

The Assistant Superintendent shall be designated as the district office employee to deal with unit members complaints or problems related to the hiring of substitutes.

## **ARTICLE 19**

### **SICK LEAVE**

#### **I. CALCULATION OF SICK LEAVE**

A. There shall be fifteen (15) days of sick leave per school year for each full-time unit member employed by the Board. Unit members 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 members. A unit member 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 the number of days of sick leave for full-time unit members shall be one and one-fourth (1 1/4) days per month for twelve (12) months. The sick leave shall be cumulative to a maximum of two hundred forty-five (245) days.

1. Accumulation of sick leave shall be based on the following formula and credited to unit members sick leave records:

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

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

<u>Amount of Time Absent Per Day</u>	<u>Sick Leave Deduction</u>
5 hrs. 15 min or more	1.00 day
3 hrs. 30 min. to 5 hrs. 14 min.	0.75 day
45 min. to 3 hrs. 29 min.	0.50 day

B. At the beginning of a full-time unit member contract year, unit members with a cumulative total of less than five (5) days sick leave will be advanced the number of sick days necessary to bring their beginning total to five (5) days.

C. If a unit member is hired during the school year, he/she shall be credited with sick leave in proportion to the fractional part of his/her term which remains at the rate of one and one-fourth (1 1/4) days per month.

## II. USE OF SICK LEAVE

- A. Unit members may use sick leave for absence due to personal illness, disability resulting from pregnancy, injury, exposure to a contagious disease which could be communicated to others, and for illness, injury, or death in the immediate family. For sick leave purposes, immediate family shall be defined as father, mother, sister, brother, husband, wife, son, daughter, grandchildren, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, person or children living in the same household, or another person who has established a similar relationship.
- B. Proof of illness or of absence for other reasons must be established with the local Superintendent.
  - 1. Each absence of five (5) consecutive days or less must be explained on a form provided by the district office.
  - 2. A unit member absent more than five (5) consecutive days, or for any number of days suggesting a pattern of possible sick leave abuse may be required to furnish a satisfactory written, signed statement listing the name and address of the attending physician, and the dates when he/she was consulted, to justify the use of sick leave. This is also to be applied to absence due to illness or injury in the immediate family. The signing and filing of such absence report by a unit member 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 a unit member shall be considered by the Board as grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

## III. OTHER PROVISIONS

- A. A unit member 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 member 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 member's doctor. Also, the ending date of the disability shall be established by a written physician's statement.
- B. 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 one hundred twenty (120) days to the Pickerington Schools. If a unit member is transferring accumulated sick leave from another agency, such employment in that agency must have occurred within the past ten (10) years.

- C. Any unit member 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 unit 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 member.
- D. In accordance with the Comprehensive Omnibus Budget Reconciliation Act of 1985 (C.O.B.R.A.), the Board shall continue to carry on the payroll records of all school unit members 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 member.
- E. A unit member absent from work in excess of the number of sick leave or other authorized leave days accumulated by the unit member shall receive a salary deduction calculated by dividing the number of days in the unit member's duty year into gross annual salary thus arriving at a per day deduction.
- F. The Superintendent may require that a unit member 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.
- G. A member who is pregnant or who is adopting a child may use sick leave pursuant to this section and/or may take an unpaid leave for the period of the member's disability. For this purpose, "period of disability" means the period during which the bargaining unit member is unable to perform the duties of the job as determined by her physician and the provisions of this paragraph. It is presumed that such period extends for a minimum of six (6) weeks beyond birth in the case of birth by normal delivery and eight (8) weeks beyond birth in the case of a birth by cesarean section. The Board may require medical certification, using the prescribed form, if paid leave is requested beyond the applicable presumed period of disability. If the Board questions such medical certification, the Board may have the employee's condition evaluated, at Board expense, by a Board-designated physician. If a disagreement exists between the employee's physician and the Board-designated physician, the employee (with Association assistance) and the Board shall mutually agree upon the

selection of a third physician, whose opinion shall be final and the cost of which will be borne by the Board if the physician sides with the employee's physician and by the Association of the physician sides with the Board-designated physician. The Board will not question the medical certification provided by the employee under this paragraph arbitrarily or capriciously.

#### IV. Sick Leave Transfer

The Board will honor written requests from a bargaining unit member to donate one or more sick leave days from the donor's accumulated sick leave to a member donee under the following conditions:

- A. The written request for donation of sick leave shall be forwarded to the Superintendent and the Association President who shall meet and confer if the request falls into the category of "catastrophic". For purposes of this Section normal pregnancy shall not be considered a "catastrophic" illness. Any disagreement between the Association President and the Superintendent shall be resolved using expedited arbitration in accordance with the voluntary rules of the Federal Mediation Conciliation Services (FMCS). Expenses for the arbitrator's services shall be equally shared by the parties.
  - 1. Should the Association President and the Superintendent agree that the request falls in the category of "catastrophic", they will forward the request to the Sick Leave Transfer Committee.
  - 2. Should the Association President and the Superintendent agree that the request does not represent a catastrophic illness or injury, then the request shall be denied. The member will have the right to request expedited arbitration indicated in paragraph A above.
- B. Donated sick leave days may only be credited to a donee member who has, or is about to exhaust all of the donee members' accumulated sick leave and personal leave due to a catastrophic illness or injury of the donee member.
- C. Donated sick leave days may only be used for personal catastrophic illness/injury of the donee member and may not be used for the illness of a family member.
- D. A sick leave donation form, authorizing the Treasurer to deduct donated sick leave days from the donor member's accumulated sick leave and to credit the donated sick leave day(s) to the donee member will be sent to unit members for completion. Completed forms will be returned to the committee. The committee will provide the Treasurer with a form

indicating the number of days to be transferred, from whom, and the name of the recipient.

- E. Any request to donate sick leave days to a member must be submitted to the Treasurer not less than fifteen (15) days prior to any payroll that will include payment for the donated sick leave days.
- F. Any member who has reached the maximum sick leave accumulation will have his accumulation reduced by the number of sick leave days donated.
- G. Requests for sick leave days will be honored only as long as days are available from donors.
- H. The following limitations will apply to this section:
  - 1. No bargaining unit member who begins the school year with less than 45 days as of July 1 can donate sick days.
  - 2. Donations from a bargaining unit member must be in units of one (1) day or more provided that the donor does not go under 45 days of accumulated sick leave.
  - 3. The bargaining unit member to whom the days are given must personally have the catastrophic illness or injury.
  - 4. The bargaining unit member can use donated sick days until disability retirement is effective.
- I. No member may use donated sick leave days to defer eligibility for disability retirement under STRS regulations, to claim severance pay, or to transfer to any other public employer.
- J. No member may use more than thirty (30) donated sick leave days in total in any year.

**Reference: Appendix A- 4**  
**Appendix A- 5**  
**Appendix A- 6**

## **ARTICLE 20**

### **LEAVES OF ABSENCE**

#### **A. ASSAULT LEAVE**

The Board shall grant paid assault leave to a unit member that is assaulted by a nonemployee of the Board while in performance of his/her duties. In order to receive assault leave, an M.D. (or licensed medical doctor) shall certify that the unit member suffers disabilities as a direct result of the assault that prevents him/her from performing his/her job. The initial allocation of assault leave will be up to ten (10) days as determined by the unit member's physician. Additional days shall be granted if the need is certified by an M.D. (or licensed medical doctor).

#### **B. ASSOCIATION LEAVE**

1. The Association shall be granted twelve (12) days of Association Leave per year and fifteen (15) days per year in contract negotiations years, provided the Association notifies the Superintendent two (2) weeks prior to the leave with the name(s) of the unit member(s) taking the leave.
2. The Association President shall be granted additional leave of twelve (12) days. The Association President shall notify the Principal/Superintendent at least twenty-four (24) hours prior to the leave.
3. For the Association President, Treasurer, and EPAC chair, the leave may be divided into half (1/2) days, as needed.
4. If more days are required for the leave referred to in Sections 1 or 2 above, they may be granted upon approval of the Superintendent, provided the Association reimburses the Board for the cost of the substitute for those additional days.
5. The notice requirements contained in Sections 1 and 2 above may be waived upon the discretion of the Superintendent.

#### **C. CHILD CARE LEAVE**

1. A unit member who has given birth or adopted a child shall be entitled, upon request, to an unpaid leave of absence up to one (1) year. This one year will be available in the following fashion:

- a) delivery/adoption occurs in the 1st semester or during the summer prior to the 1st semester, the unit member may take the balance of the 1st semester and all of the second semester.
  - b) delivery/adoption occurs in the 2nd semester, the unit member may take the balance of the second semester and the next full school year on unpaid leave.
  - c) The unit member may opt to use unpaid leave until the end of the semester in which the delivery/adoption occurred.
2. 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 member desires to return. The application will also contain a physician's statement certifying pregnancy.
  3. 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 made within ten (10) days of the notice from the adoption agency of the expected placement.
  4. Unit members 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 member to make a premature decision regarding employment status.
  5. 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.
  6. In the case of a child care leave related to adoptions, the unit member shall:
    - a) Notify the Superintendent of his/her intent to adopt when he/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 child care leave and indicate the approximate length of such leave.

- c) Upon placement of an adoptive child, the requesting unit member shall be granted five (5) days paid leave as an acclimation period.
- d) In the case of private adoption, the unit member 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.

**D. MANDATORY COURT APPEARANCES AND JURY DUTY**

The Board shall grant a unit member leave for jury duty. The unit member shall receive his/her regular rate of pay and shall be required to pay to the Treasurer any monies received from the court less expenses. Members required to appear in court by subpoena as a result of the performance of regular teaching duties will be granted leave with pay except when the court appearance is for the purpose of testimony or participation in a matter or proceeding adverse to the Board of Education.

**E. MILITARY LEAVE**

Military leave shall be granted to unit members according to the Ohio Revised Code.

**F. PERSONAL LEAVE**

All full-time unit members will be entitled to three (3) days of paid personal leave per school year. Part-time, hourly unit, and short year members shall have their days prorated appropriately.

Personal leave shall be used only for personal business that cannot be conducted at any other time except during the regular school day.

Personal leave will not be available during the first week and the last week of school, and shall not be used to extend a holiday or vacation period unless approved by the Superintendent.

Requests for personal leave shall be submitted to the building principal at least forty-eight (48) hours in advance of the day requested. If emergency circumstances make it impossible to submit the request in advance, the request must be made by telephone and then confirmed by submission of a completed personal leave form.

Unused personal leave days shall be converted to sick leave accumulation.

## G. PROFESSIONAL LEAVE

The Board shall, within its financial means, provide opportunities for unit 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.

### 1. Criteria for Attendance at Professional Meeting

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

- a. Will the Pickerington Schools benefit?
- b. Is the meeting or conference appropriate for person making the request?
- c. How much time would be lost from work?
- d. Are funds available in the appropriation?
- e. How many persons are requesting attendance at this meeting or conference?
- f. How many meetings has this person attended?
- g. Can suitable arrangements be made for the unit member's school responsibilities?

### 2. Visitation

Unit members requesting released time of one (1) school day or less to visit other education 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 #1 above. To qualify for such reimbursement, the request must have the prior approval of the local Superintendent. Normally, not more than one (1) full day of visitation may be granted to a unit member during the school year.

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

- a. The programs or schools visited are unique or particularly relevant to the Pickerington Schools and the unit member making such request.
- b. The round trip mileage exceeds thirty (30) miles from the unit member's assigned place of work or point of departure.

3. **County Office Meetings**

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

4. **Conference/Workshop Reimbursement Procedures**

Conference/workshop attendance rotation and reimbursement procedures shall be established in each building by the Building Advisory Council.

Upon approval, a unit member shall be entitled to reimbursement of the necessary and actual expenses incurred as a result of attending the conferences or workshop, including mileage at I.R.S. established rate. Expenses must be itemized for such costs and submitted with receipts to the Treasurer within thirty (30) days for reimbursement following the unit member'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 member for expenses associated with both the conference and professional growth college credit. Such reimbursement shall be governed by the following:

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



Assistant coaches may be reimbursed for not more than one (1) clinic for each sport in which the coach is involved, up to one hundred fifty dollars (\$150).

- b. Unit members will be released from school duties to attend approved conferences or clinics at their own expense, in addition to the above limitations.
- c. In the event the evaluation process identifies a unit member quality that could be improved or corrected by attendance at a particular conference or workshop, the school district shall reimburse the unit member up to one hundred percent (100%) of the expenses of said conference.

The Administration has the right to request such attendance at a given conference or workshop that has been identified as being helpful to the unit member.

- d. When the Superintendent, in consultation with other appropriate personnel, determines that a unit member needs to develop or improve a particular skill or quality related to the performance of one's duties, then the school district may reimburse the unit member up to one hundred dollars (\$100) of the expenses incurred while attending the conference.

5. **Procedures for unit member involvement as an out-of-district workshop presenter or tournament worker.**

- a. Unit members who are to be presenters in another educational institution may use professional leave and the district shall provide the substitute teacher, if any.
- b. Unit members who are presenters for any other organization or who are tournament workers may use professional leave provided the District is reimbursed for the cost of the substitute, if any.
- c. The unit member may be reimbursed for any expenses incurred such as meals, mileage, and lodging by the organization, but not the Board.
- d. If the unit member receives any compensation for presentation(s) or tournament work, that amount shall be divided equally between the unit member and the District. The District shall allocate the monies to the building or department in which the unit member

works to be used for that building's programs or for any other mutually agreed upon allocation.

- e. No more than two days of leave per unit member per year for presentations and one day per unit member per year for a tournament may be authorized under this section.

#### H. SABBATICAL LEAVE

1. Upon written application, not later than April 1 of any school year, a unit member who meets the following qualifications shall be granted a sabbatical leave.
2. All applications for sabbatical leaves will be reviewed by a committee consisting of three (3) representatives to be named by the Superintendent and three (3) representatives to be named by the Association President. The committee shall consider, among other qualifications, the following:
  - a. The proposed program of the applicant as related to professional graduate study, travel, writing, or research.
  - b. The value of the proposed program to the Pickerington Schools, its pupils, and the individual applicant.
  - c. The applicant's total length of service with the Pickerington Schools.
3. In order to be eligible for a sabbatical leave, a unit member must have been employed in the Pickerington School District for at least five (5) years.
4. Unit members requesting such leaves must accompany their applications with detailed plans for the proposed use of their sabbatical leaves. Within ninety (90) days after the expiration of his/her leave, the unit member will make a written report to the Superintendent detailing the use which was made of his/her leave. If the leave was granted for graduate study, the unit member will present to the Superintendent a transcript from the university or college attended.
5. Unit members approved for a sabbatical leave will be notified of their approval by May 15, or as soon thereafter as possible. A unit member on a sabbatical leave shall be given an employment contract for the year of leave and shall be entitled to a salary equal to the difference between their previous salary and the salary of the substitute teacher replacing them while on sabbatical leave.

6. As a condition of being granted a sabbatical leave, a unit member must agree to return to the Pickerington Schools for a period of one (1) year upon returning from leave. Failure to do so shall require the unit member to refund to the Board all payments received from the Board for sabbatical leave purposes during the leave period. Such refund shall be made within a four (4) month period of time, beginning with the first full month said unit member was to have returned to duty. Such time limit may be extended by agreement of both parties.
7. Unit members on sabbatical leave shall be given full experience credit on the salary schedule and credit for seniority purposes for the period of the leave and shall return to their same or to a similar position as they held at the time the leave commenced.
8. A bargaining unit member on sabbatical leave may maintain health, life, and dental insurance benefits during the period of the leave. Any member desiring continuation of such benefits must notify the Treasurer not less than thirty (30) days prior to the commencement of the leave and pay to the Treasurer an amount equal to fifty percent (50%) of the total monthly cost of the insurance not less than ten (10) days in advance of the time that the Board premium payment is due.
9. Any bargaining unit member who purchases retirement credit for the portion of their salary forfeited during the sabbatical leave will pay to STRS both the employee and employer share of retirement contributions.
10. All such sabbatical leaves shall be granted in conformity to the provisions of Section 3319.131 of the Ohio Revised Code.

I. **UNPAID LEAVES**

The Board, with the recommendation of the local Superintendent, may grant leave of absence to a unit member 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
- f. Social Obligations

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 member and if the Superintendent determines that it is in the best interest of the school district to extend the leave.

## 3. Unpaid Disability Leave

Unit members who have exhausted all available sick leave benefits, who are not disabled under STRS disability retirement standards but who qualify for an unpaid leave of absence for medical reasons shall be required to request such leave from the Board of Education and such leave shall be granted or extended for up to two years.

Unit members who are unable to return to work and who fail to request such leave, or to return to duty upon the expiration of such leave shall be given written notice by the district treasurer that such action is deemed an abandonment of employment and all further rights to employment in the school district are extinguished.

## 4. Contract Status

A unit member on a limited contract who has been granted a leave of absence prior to the second semester 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 member shall be granted an additional one (1) year limited contract. The unit member will return to the appropriate limited contract sequence following a successful evaluation under this one (1) year limited contract.

A unit member on a limited contract, who is on a leave of absence after the start of the second semester whose contract expires during the leave, shall be granted an additional limited contract of the same length as that of the contract currently expiring, provided there has been a successful evaluation completed during the first semester.

5. **Assignment Upon Return**

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

In cases of a RIF (Reduction in Force) when a leave of absence by a unit member not affected by the RIF would reduce the number of layoffs, that unit member shall, upon request, be awarded his/her former position in 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.

6. **Compensation During Leave of Absence**

All leaves of absence shall be without pay. Upon returning, the unit member shall resume the same level on the salary schedule assigned at the time the leave commenced, unless one hundred twenty (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. Continuation of life insurance will be subject to the carrier's policy provisions.

7. **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.

**8. Notification of Return**

The unit member shall include in his/her 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.

All full year leaves will end by the start of the next school year.

Professional improvement leaves will be granted for either one (1) semester or one (1) year only, and a leave of absence for "personal" reasons will not be granted this provision.

**J. FAMILY AND MEDICAL LEAVE ACT**

Notwithstanding any provision in this Agreement to the contrary, on and after August 5, 1993, each of the parties reserves all rights and responsibilities provided employers and employees under the Family and Medical Leave Act of 1993 (the Act). It is the intent of the parties that all rights regarding leaves provided by the Act shall be solely determined by the provisions of the Act and the regulations adopted thereunder which will supersede and take the place of all related leave provisions contained in this Agreement.

**K. RELIGIOUS LEAVE**

A unit member may be absent with pay on a religious holiday not included in the school calendar. The holiday must be observed by a bona fide religion or religious body which has historically observed the religious holiday in such a fashion as to preclude attendance at school. Such absences shall not exceed two (2) days during the school year. A unit member must fill out a Request for Religious Holiday Leave Form at least forty-eight (48) hours in advance of the day requested. The request form shall state the specific religious holiday requested.

**References:**    **Appendix A- 6**  
                      **Appendix A- 7**  
                      **Appendix A- 8**  
                      **Appendix A- 9**  
                      **Appendix A- 10**

## **ARTICLE 21**

### **DISABILITY RETIREMENT**

Unit members who are disabled shall apply for and begin disability retirement status with the State Teachers' Retirement System at the earliest possible time. Sick leave may not be used as an alternative to disability retirement benefits.

Unit members who are approved for STRS disability retirement shall choose one of the following two options for their remaining sick leave, if any:

1. Take severance pay pursuant to Article 16.
2. Be paid the difference between the daily rate the retiree receives under STRS disability and the unit member's daily rate at the time of retirement from the District. Such payment shall be made for the number of days the retiree had remaining on the books at the time of retirement, and shall be made in a lump sum payment within thirty (30) days of the submission of proof of retirement. Such payment shall eliminate all of the unit member's remaining sick leave.

## ARTICLE 22

### UNIT MEMBER PERSONNEL FILES

- A. There will be established and maintained one (1) official file on all professional teaching unit members. The file shall be maintained in the office of the Superintendent.
- B. The Board will make every reasonable effort to protect the confidentiality of bargaining unit members' personnel files, consistent with the Ohio Revised Code. No person who is not an employee and/or Board member of the Pickerington School District will be granted access to the personnel file without giving reasonable notice (at least twenty-four [24] hours) of his/her need to access the file. The Superintendent or his designee will make every reasonable attempt to notify a bargaining unit member when such a person requests access to the member's personnel file.
- C. All materials placed in the personnel file of any unit member shall be properly dated and include the initials of the unit member in whose file the entry is being made and the initials of the administrator placing information in the file. If a unit member disagrees with the content of the material, the unit member shall initial the material; however, the unit member may then attach additional information to the item in question. If the Association or bargaining unit member files a grievance regarding any disputed documents, the disputed documents will not be placed in the personnel file until the grievance procedure is exhausted. In the event the unit member refuses to initial the materials, the administrator shall so record on the document involved and then place the item in the file consistent with this section. Such material shall be considered as a part of the official file.  
  
The unit member may submit letters of merit which shall be placed in his/her personnel file.
- D. If and when a unit member and the Superintendent or his/her designee agree that there is adequate evidence that certain material in said unit member'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.
- E. A unit member 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 (1) unit member per hour requesting to inspect his/her files during his/her free time or free period.
- F. All of the above is subject to the Ohio Revised Code.



- G. Any materials of a disciplinary nature shall be expunged from the personnel file after two (2) years if there have been no other intervening incidents of the same nature. Matters relating to discipline of such a nature as to warrant retention may be retained beyond the two (2) year period of time. If the Association or the bargaining unit member disagree on the administration's decision pursuant to this section, a committee appointed by the Superintendent and Association President will meet to try and resolve the issue prior to a grievance being filed. The committee shall consist of at least two (2) persons from the administration and two (2) persons from the Association.

## ARTICLE 23

### UNIT MEMBER PROTECTION

- A. The Board will provide an updated copy of all Board policies to each unit member lounge/workroom area to be used as reference. These copies are to be designated for use solely by unit members. Policy materials will be updated semiannually.
- B. Any complaint about a unit member considered serious enough to warrant disciplinary action will be communicated to the member. If the complaint is presented in writing the member will be given a copy. The unit member 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 member, consistent with terms of this agreement. Bargaining unit members will be considered to be innocent unless and until the complaint(s) have been substantiated and the bargaining unit member has had an opportunity to respond to the complaint(s) pursuant to this section.
- C. Any termination of a bargaining unit member will be conducted in accordance with Chapter 3319.16 of the Ohio Revised Code. The statute shall be the exclusive remedy and no grievance may be initiated under this Agreement.
- D. Disciplinary action is defined as any verbal or written reprimand. Disciplinary action leading to non-renewal or termination will be progressive in nature unless the infraction(s) are serious enough to warrant immediate non-renewal or termination. All disciplinary action will be conducted in private. If a meeting is called by the administrator for the purpose of disciplinary action, the unit member may be accompanied by an Association representative, if he/she so requested. Except in emergency circumstances, the unit member will receive twenty-four (24) hours written advance notice of a disciplinary conference. When such notice has been provided, the member will give the administration not less than four (4) hours advance notice if the member will be accompanied by an Association representative at the conference.
- E. Whenever the result of disciplinary action for any infraction or breach in professional performance is reduced to writing by the administrator, it will be filed in the unit member's personnel file and a copy given to the unit member. In the event of no further infractions, the disciplinary note shall be removed from the file after two (2) years, except as provided in Article 22 of this Agreement.
- F. A bargaining unit member may be suspended without pay for up to three (3) school days for just cause. Prior to any such suspension the Superintendent will notify the member of the grounds for any such suspension and provide an

opportunity for a hearing before the Superintendent. Any appeal of a disciplinary suspension shall be through the grievance procedure and may be advanced directly to arbitration. This provision shall not limit the right of the Board to consider termination of teaching contracts when, in the judgment of the Board, termination is warranted.

## ARTICLE 24

### UNIT MEMBER CONTRACTS

- A. Upon initial employment of a unit member, the Board shall issue a limited contract for a duration not to exceed one (1) year. If reemployed, the Board shall adhere to the following procedure for issuing limited contracts:

2nd contract ..... 1 year limited  
3rd contract ..... 1 year limited  
4th contract ..... 2 year limited  
5th and all succeeding contracts ..... 3 year limited

The first three one-year limited contracts are probationary contracts. Board action to nonrenew such contracts is not subject to challenge under either the grievance procedure or the provisions of Revised Code Section 3319.11 or 3319.111. The nonrenewal of any subsequent expiring limited contract may be done only for just cause. Such nonrenewals are subject to challenge only through the grievance procedure which shall be the sole and exclusive means of challenge.

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

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

The Board retains the right to interrupt the limited contract cycle upon the recommendation of the Superintendent for just cause resulting from the evaluation procedure at any time during a unit member's employment and if necessary, as an alternative to non-renewal, this interruption may occur more than one time.

- C. Continuing contracts shall be issued as provided by ORC 3119.11. Upon the unit member receiving his/her certificate and becoming eligible for continuing contract status, he/she may apply to the Superintendent for consideration.
- D. For purposes of this agreement, "initial employment" means the year that the unit member was first employed with the school district. In cases of interrupted service, initial employment means the year in which the most recent period of uninterrupted service began.
- E. Except for unit members on sabbatical leaves, a unit member's continuous service in the district will not be interrupted by approved leaves of absence. For the purpose of salary schedule placement, the unit member will not advance on the salary schedule while on an approved leave of absence unless he/she has worked the requisite one hundred twenty (120) days of the school year.
- F. All contracts and salary notices shall contain the following information:
  - 1. Type of contract the unit member is under. If limited multiple year contract -year and duration (i.e., two [2] or three [3] years).
  - 2. Annual compensation to be paid for the upcoming year.
  - 3. Basis of determination (i.e., classroom unit member - BA degree - five [5] years experience).
  - 4. Number of pay periods.
  - 5. Provisions for the signature and the date of the unit member receiving the contract or notice. Annual salary notices will be issued effective with the first pay of September of each year. The unit member is responsible to acknowledge in writing the receipt of the salary notice within ten (10) working days.
- G. All unit members employed by the Board and paid to perform assignments beyond regular duties shall be given written supplemental contracts in addition to the regular contract. The supplemental contract shall be issued prior to the start of the duty.

Information contained on supplemental contracts:

- 1. Name of unit member.
- 2. Name of school district and Board of Education.
- 3. Duration of contract.

4. Title of the supplemental duty.
  5. The amount of pay and the basis of pay, and the group number as negotiated.
  6. Signature of the Board President, Treasurer, and unit member.
  7. Beginning and ending date of the contract.
- H. Any unit member employed after the start of the school year will have his/her contract automatically non-renewed on or before April 30 without any cause or evaluation needing to be demonstrated or conducted. The Board reserves the option of considering renewal of said contracts.
- I. The Board and Association intend the provisions of this Article to supercede and take the place of Revised Code Sections 3319.11 and 3319.111 to the fullest extent permitted by law.

## **ARTICLE 25**

### **UNIT MEMBER EVALUATION**

The Board and the Association share the belief that the primary purpose of teacher evaluation is to improve delivery of the instructional program for the district's students. Other functions of the formal evaluation process include:

1. Providing an opportunity for the unit member and administrator to share concepts, beliefs, and concerns.
2. Creating specific goals for instructional improvement.
3. Measuring progress in the professional growth of the teacher, and
4. Supporting administrative decisions for contract recommendations.

To ensure a meaningful and effective evaluation, the process should be based upon mutual trust between the teacher and the evaluator and must follow established procedures. Toward that end, all unit members shall be assigned by their building principal and/or the Superintendent to one of three (3) evaluation tracks. These evaluation tracks and their respective guidelines are described below.

#### **I. COMPREHENSIVE EVALUATION CYCLE**

- A. This evaluation cycle is for the unit member who is performing satisfactorily, which includes most unit members in the school district.
- B. Unit members eligible for the Comprehensive Evaluation Cycle are as follows:
  1. This is the evaluation track to which the majority of unit members will be assigned.
  2. Unit members who are in their first (1st), second (2nd), or third (3rd) year with the school district and making satisfactory progress.
  3. Unit members in their fourth (4th) or fifth (5th) years with the school district and who have received the normal two (2) year limited contract.
  4. Unit members who are in the third (3rd) year of a three (3) year limited contract and whose performance is satisfactory.

5. Unit members who are on continuing contracts, performing satisfactorily, and not assigned to the Annual Evaluation track.

C. The timeline for the Comprehensive Evaluation Cycle is as follows:

1. Group or individual orientation - By: September 15
2. Establishment of job targets and planning for next year (Pre-evaluation conference) - From April 1 (preceding year) through September 30.
3. Unit member and evaluator work together in fulfillment of teacher job description and job targets (observations/follow-up conferences) -September 1 through March 31.

Required observation/conference - one by the end of the first semester.

Note: These dates may be altered by mutual agreement.

4. Summary conference - Culmination of evaluation - By: March 31, if contract expires. By: May 1, if contract does not expire.
5. Contract recommendation, if appropriate - By: April 1
6. Board of Education action on the contract, if appropriate - By: April 30

## II. ANNUAL EVALUATION CYCLE

A. This evaluation cycle is for the unit member who has consistently demonstrated satisfactory performance over a period of years, based upon preceding evaluations.

B. Unit members eligible for the Annual Evaluation Cycle are as follows:

1. Unit members who have consistently demonstrated satisfactory performance based upon preceding evaluations.
2. Selected unit members in the first (1st) or second (2nd) year of a three (3) year limited contract.
3. Selected continuing contract unit members; however, a continuing contract unit member may not be assigned to the Annual Evaluation track for more than two (2) consecutive years.



- C. The Annual Evaluation Cycle shall consist of the following components:
1. Establishing job targets.
  2. An annual summary conference with a building administrator.
  3. One or more of the following evaluation options, selected by the unit member:
    - a. Optional observations and/or post-observation conferences by the building administrator.
    - b. Self-evaluation (format determined by mutual agreement with the building administrator).
    - c. Peer-evaluation (format determined by mutual agreement between unit member, peer evaluator, and administrator).
    - d. Student or parent evaluation (instrument developed by unit member and approved by building administrator).

(Note: The building administrators retain the option of conducting formal classroom observations at their discretion, subject to those restrictions listed under Section IV, General Considerations.)

- D. The timeline for the Annual Evaluation Cycle is as follows:
1. Group or individual orientation - By: September 15
  2. Establishment of job targets, planning for next year, and selection of evaluation option by unit member (Between April 1 [preceding] and September 30).
  3. Summary Conference - Culmination of evaluation and appropriate forms- By: May 31

### III. CORRECTIVE ACTION PROGRAM (CAP)

- A. The CAP is for those unit members, regardless of contract status, whose performance, based upon previous evaluations, has demonstrated an area or a number of areas that are in need of improvement or unsatisfactory.

- B. Unit members whose performance deteriorates after school opens may be transferred to CAP from another evaluation cycle until December 1.
- C. The unit member's instruction will be formally observed a total of at least six (6) times. These six (6) observations shall be conducted by the building principal, designee, or a District Director.
- D. Timeline for CAP
  - 1. Individual orientation - By: September 15
  - 2. Establishment of job targets - From April 1 through September 30 (Pre-evaluation conference)
  - 3. Unit member and evaluator work together to correct problem areas and to fulfill job targets and job description responsibilities - September 1 through March 31 (approximately one [1] observation per month). Specific corrective action with regard to the alleged deficiency will be suggested by the evaluator.
  - 4. Summary conference - Culmination of evaluation - By: March 31, if contract expires. By: April 30 if contract does not expire.
  - 5. Contract recommendation, if appropriate - By: April 1
  - 6. Board of Education action on the contract, if appropriate - By: April 30
  - 7. Planning for next school year - April 1 through September 30
- E. When a unit member is transferred to CAP from another evaluation cycle during the school year, the evaluator shall meet with the unit member and identify deficiencies in writing. Then, within five (5) school days, the evaluator and unit member shall meet to complete the following:
  - 1. Orientation to the CAP
  - 2. Develop, re-evaluate, or reconstruct job targets.

#### IV. GENERAL CONSIDERATIONS

- A. The observation/evaluation process shall be based on the professional performance of the unit member. The private life of the unit member shall not be appropriate subject matter for evaluation of the job performance of professional duties.

- B. Should a unit member disagree with an observation or an evaluation, the unit member may file a written response which shall be attached to the observation form or the evaluation form.
- C. Observations of classroom performance shall not be counted as part of the official evaluation the day prior to Thanksgiving, Christmas, or Spring Break, or within two (2) working days of his/her return when the unit member has had an extended absence of one (1) week or more.
- D. Copies of formal observations and evaluations will go to the principal and/or his designees and to the unit member. The original of the final evaluation will be included in the unit member's personnel file.
- E. The Board may nonrenew a unit member for continuing deficiency(ies) in job performance for good cause when said deficiency(ies) have been identified through the "Employee Evaluation" process and the below-detailed procedure has been followed.
  - 1. When the overall performance of a unit member is unsatisfactory, the principal or, when appropriate, designated observer/evaluator shall give the unit member at least five (5) days written notice of a conference to discuss the unit member's alleged deficiency(ies). During the conference, the principal or designated observer/evaluator shall provide the unit member with a written statement of the specific deficiency(ies) on the appropriate form and attempt to develop mutually with the unit member a program to correct such deficiency(ies). Said program shall be directly related to correcting the unit member's specific deficiency(ies).
  - 2. If the deficiency(ies) are not corrected, the unit member shall, within thirty (30) days following the conference provided in Section E.1. above, receive a written notice setting forth the specific deficiency(ies) not corrected.
  - 3. If the deficiency(ies) still are not corrected, the unit member shall, not sooner than fifteen (15) days nor later than thirty (30) days after the receipt of the written warning in Section E.2., be afforded a conference with the Superintendent or his/her designee, unless the unit member waives the right in writing. At such conference, the unit member shall be afforded the opportunity to present testimony, evidence, and statements in the unit member's own behalf. The unit member shall be notified of the Superintendent's/designee's decision.

- F. The parties intend that the provisions of the foregoing Article 25, Unit Member Evaluation, will supersede and take the place of any and all contrary provisions of Ohio law, including, but not limited to, the provisions of Revised Code sections 3319.11 and 3319.111 as contained in Am. Sub. H.B. 330 or as may hereafter be amended.

**References:**    **Appendix A- 11**  
                  **Appendix A- 12**  
                  **Appendix A- 13**  
                  **Appendix A- 14**  
                  **Appendix A- 15**

## **ARTICLE 26**

### **ASSIGNMENTS- VACANCIES- TRANSFER**

#### **I. Transfers**

The final decision on the transfer or assignment of unit members shall remain the Superintendent's. Within five (5) school days of receiving a denial of a request for voluntary transfer or notification of an involuntary transfer a unit member may request either written reasons for the transfer or denial or a conference with the Superintendent/designee.

#### **II. VOLUNTARY TRANSFERS**

##### **A. Current Titled Positions**

A unit member who wants to be reassigned to a position for which he/she is certified will place on file in the District Office a request for transfer by April 1. The request for transfer will remain in effect for one (1) full year (April 1 to March 31). If a position opens for which the unit member is certified, the unit member with the most seniority will be given first option for the assignment. The unit member will respond within twenty-four (24) hours of notification.

##### **B. New Titled Positions**

In the event a new position is created, the administration will send a notice and job description of the newly created position to all unit members by mail or in the next check of all unit members that signify an interest. Any unit member who is certified may apply for the new positions. Assignment to a new position will be based on system-wide seniority and certification. Upon notification of the new positions, unit members will have seventy-two (72) hours in which to respond.

The overriding factor in making decisions will be to assign personnel into positions that are most likely to enhance the education program.

#### **III. INVOLUNTARY TRANSFER**

In the event it becomes necessary to transfer a unit member to a different instructional assignment, such transfer shall be done on the basis of the least senior unit member transferred first. These procedures will also apply to the reassignment of unit members returning from a leave of absence or child care leave.

When it is necessary to transfer a unit member because of a shift in enrollment patterns resulting in a reduction of positions in one grade level or building, the transfer procedures used will be those in Article 28, Reduction in Force, Bumping Rights. The reassignment of these unit members without an assignment shall be conducted prior to voluntary transfers.

All other involuntary transfers shall be executed according to system-wide seniority, appropriate certification, and after all voluntary transfers have been completed.

Involuntary transfers may be made without regard to seniority in the event that it is necessary to provide reasonable accommodation to a teacher with a disability or in the event that a teacher is arrested or indicted for any offense that, in the judgement of the Superintendent, requires temporary reassignment.

#### IV. ASSIGNMENT GUIDELINES

No assignment decision shall be arbitrary or capricious and will be for a good reason. In the event a more senior member is not reassigned, the Superintendent will provide written reasons for the denial in keeping with the above. This applies to all transfers.

#### v. ASSIGNMENT OF STAFF TO A NEW SCHOOL

With the establishment of a new school, the reassignment of staff shall first be to offer staff the opportunity to transfer to both current and new titled positions in the new building. Staff requesting to transfer will be considered based upon seniority. The overriding factor in making decisions will be to assign personnel into positions that are most likely to enhance the education program. Interested staff members would need to be appropriately certified and would interview with the principal assigned to the new school.

Once staff interested in transferring to the new school have been interviewed and assigned, or denied, the staffing process would revert to the current process starting with the reassignment of teachers whose positions have been affected by enrollment shifts.

This process would only be used during the staffing of any new school.

#### V. GRADE LEVEL ADVANCEMENT

Subject to the approval of the building principal, two teachers in grades K-4 may agree to a plan for transfer under which each teacher moves one grade level per year, with one teacher moving forward with the class to which that teacher was assigned the previous year and other teacher moving backward to one earlier grade level. For example, a teacher assigned to a class at grade 3 may advance to grade 4 with the same class, while the other "paired" teacher would move from grade 4 to grade 3.

## ARTICLE 27

### VOLUNTARY JOB SHARING

Voluntary job sharing is dependent upon the understanding that student needs and scheduling take precedence over individual bargaining unit members' preferences. This concept is predicated on consensus, conciliation, and cooperation. Also, shared positions shall be reviewed annually and will not be renewed automatically.

#### I. DEFINITION

- A. Job sharing shall be defined as the sharing of duties and responsibilities of one (1) position by two (2) employees.
- B. Each job sharing employee shall have a contractual work week with hours Monday through Friday. Instructional planning time, job responsibilities, duties, and committee work will be shared equitably as determined by consensus among the two (2) bargaining unit members and the building principal.
- C. The district's five (5) in-service days will be attended full-time by both job sharing employees at no additional cost to the district.
- D. Both job sharing employees shall attend any scheduled parent-teacher conferences involving shared students.
- E. In the event that one of the job sharing employees resigns, ceases active employment with the district, or if a job share position becomes vacant for any reason, it will be the discretion of the Superintendent to determine who will assume the vacant portion of the position.

#### II. COMPENSATION

- A. Salary compensation for each job sharing employee shall be prorated according to the amount the bargaining unit member would have earned if the employee was full-time.
- B. All other benefits, including insurance (with the exception of life insurance), shall be prorated for job sharing employees.
- C. If one of the job sharing employees is absent from work, the other bargaining unit member may assume the full-time duties, compensated on a regular, substitute basis per Board policy. Should it be immediately evident that the other job sharing employee will be absent in excess of fifty-nine (59) days, he/she will be compensated per the employee's regular salary.

**III. NOTIFICATION OF INTENT**

- A. Bargaining unit members who wish to be considered for a job share position for the following year must submit a Letter of Intent to the Superintendent by March 1. Final approval for any proposed job share position shall be the decision of the Superintendent and building Principal and shall be binding. Within five (5) school days of receiving a denial of transfer, a unit member may request either written reasons for the denial or a conference with the Superintendent/designee.
  
- B. Job sharing bargaining unit members who wish to return to full-time positions shall follow the voluntary transfer provisions established in Article 26, Assignment, Vacancies, and Transfers.



## **ARTICLE 28**

### **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:

- A. A decreased enrollment of pupils or a change in enrollment of pupils in a program at the secondary level.
- B. A return of unit members from leaves of absence.
- C. The suspension of school.
- D. Territorial changes affecting the district.
- E. Financial reasons.

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

The financial savings to the district from a reduction in force shall not exceed the total financial deficit demonstrated by the Board.

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

#### **A. 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 members who substituted for one hundred twenty (120) days or more in the Pickerington Schools 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:

1. Total years of teaching experience in a state chartered school.
2. Date the employment application was received by the school district.
3. 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.

**B. ELIMINATION OF POSITIONS AND DETERMINATION OF REDUCTION IN FORCE LIST**

1. The administration shall develop a Reduction in Force (RIF) list as soon as practicable after the RIF decision is made.
2. Unit members 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.
3. There will be two (2) lists within each certificated area. One list will be for unit members affected who have continuing contracts and the other list for unit members affected who have limited contracts. In no case will a unit member serving under a continuing contract be RIF'd before a member serving under a limited contract in the area of certification to be affected.
4. Unit members on the RIF list who have limited contracts expiring will be authorized a new limited contract, if determined appropriate through the evaluation procedure.
5. Although the RIF list will be prepared as early as possible, actual suspension of a unit member's contract will not occur prior to August 1 unless an emergency situation exists. In such emergency situations, unit members shall be given a thirty (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 members by April 30; however, actual suspension of the contract shall not occur until after July 31.

**C. BUMPING RIGHTS**

1. Once the RIF lists are prepared, the unit members whose contracts will not be suspended, but whose current assignment has been eliminated, will be identified in order of seniority. Unit members to be reassigned are those with the least seniority in the grade level affected in grades K or the department affected at the secondary level. Reassignment shall be into areas that the individual is certified for. Unit members may not, however, bump into certificated areas that they have not taught in during the preceding five (5) years. They may do so, however, if they have taken a course in that certificated area within the last five (5) years or agree to

take a course within that area prior to the next school year. The Board will reimburse the unit member for that course.

2. Of this group of unit members to be reassigned, the most senior unit member will: (1) consider available vacant positions for which he/she is certified, (2) bump the unit member with the least seniority throughout the district at that grade level or in that department, (3) bump the unit member with the least seniority throughout the district within his/her area of certification. Vacancies shall be interpreted to include those positions that are currently held by unit members whose contracts will be suspended, but the position itself is not being eliminated.
3. Once the most senior unit member has exercised one (1) of three (3) options described in Item 2, then the next senior unit member will consider the same three (3) options.
4. Since a goal of the school district is to place unit members into positions they desire to the extent practicable, a unit member 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 member may choose to have his/her contract suspended and be placed on the recall list in order of seniority. The unit member will then be eligible for recall pursuant to Section 4 of these procedures. This option is available only to those unit members who must be reassigned because of a Reduction in Force (RIF).
5. This procedure will continue until all remaining vacancies are filled and all unit members who are not affected by the RIF either have assignments or have declined assignments and elected to have his/her contract suspended.
6. A unit member will have five (5) calendar days to exercise one of the options. If a unit member does not exercise one of the options within the five (5) calendar days, the unit member will be assigned a teaching position.
- \*7. If a vacancy occurs in the original building the year during which a unit member has been transferred, that unit member 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 member is certified for the vacancy.

\* Unless the unit member can move back to an original building in the current year, the reassignment process will not be redone unless mutually agreed to by all concerned.

**D. RECALL FROM SUSPENSION**

1. Unit members 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.
2. The callback process shall begin with the list of unit members holding continuing contracts, followed by those with limited contracts.
3. When a vacancy occurs, the most senior certificated unit member on the callback list of unit members 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 member shall be notified of the vacancy by registered mail. It is the unit member's responsibility to keep the District Office personnel informed of his/her whereabouts. The District should be notified of any changes of address, phone number, certification and place of employment.
4. The unit member 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, the unit member shall respond within two (2) calendar days.
5. If a unit member declines the vacancy, or does not respond to a vacancy opportunity within five (5) calendar days after verbal contact, the opportunity for assignment goes to the next most senior unit member on the callback list. A unit member who declines a vacancy equivalent or greater to the position held when the RIF occurred will be removed from the recall list.
6. If no unit member on the callback list accepts the vacancy in order of seniority, a new unit member from outside the district will be employed for the vacancy.

**E. OTHER CONSIDERATIONS**

1. No unit member new to the district will be employed until all unit members on the callback list have been reassigned. Exceptions to this will occur when there is no unit member on the callback list certified for a vacancy or when all unit members on the callback list reject a vacancy.
2. Suspended unit members 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' premium and that such coverage is allowed by the Association.

3. During a period of a suspension, a unit member's seniority with the district will be continued; however, a unit member will not be granted experience credit on the salary schedule for the period of time the contract is suspended.
4. 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:
  - a. School district seniority and seniority in the particular activity.
  - b. Qualifications of the various individuals involved in a particular extracurricular program.
  - c. The amount of, and level of, the involvement of the various individuals who are associated with the total extracurricular program. (The intent of this item is to ensure that the extracurricular supplemental contracts are distributed equitably among available qualified individuals).

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

5. A unit member whose contract expires during a period of the contract suspension because of a RIF will be eligible for contract renewal as follows:
  - a. A unit member who is suspended for the duration of the contract or who teaches less than one (1) semester on the contract will have his/her contract renewed for the same length as the expiring contract.
  - b. A unit member who teaches more than one (1) semester during a contract and is suspended for the balance will be eligible for contract renewal pursuant to the district evaluation procedures.

6. 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 29

### UNIT MEMBER DAY AND YEAR

- A. The unit member work day shall not be longer than seven and one-half (7 1/2) hours.
1. If a required meeting is scheduled, a unit member may be required to remain up to an additional eighteen (18) hours per school year beyond the work day for Open House, "Back to School Night", Early Dismissal Inservices, and building/district meetings that are mandatory. Any meeting called and held on the same day shall be within the seven and one-half (7 1/2) hour work day.
  2. If a required duty is scheduled before or after the student day, the unit member will serve that duty. Duties will be assigned by the building principal or his/her designee in a fair and equitable way. Total minutes of duty time shall be assigned as nearly equal as possible among unit members. The duty schedule will be prepared in advance with the understanding that unit members may trade duties if the trade is agreeable to both unit members. The building principal shall be notified prior to the duty if times are traded. K-4 unit members shall not be assigned more than one (1) duty per day of not more than fifteen (15) minutes in length.
  3. Grades 5 & 6 unit members shall not be assigned more than one (1) duty per day of not more than fifteen (15) minutes in length exclusive of study hall. Grades 5 & 6 special area teachers (art, music, physical education) are excluded from this provision.
  4. The Board will pay ten dollars (\$10.00) per hour for unit members who supervise bus duty beyond the seven and one-half (7 1/2) hour unit member duty day.
  5. A supplemental contract will be issued for supervisors of administratively organized detentions at the junior high and high school. Unit members who require students to serve detentions with them personally on an intermittent basis will not receive additional compensation.

B. The work day for each full-time unit members will include:

1. At least a thirty (30) minute, uninterrupted, duty-free lunch period at a time the cafeteria is serving food. Unit members may leave the building during their duty-free lunch period upon notification of the building principal/designee.
2. No less than forty (40) minutes during the student day for unit members in grades 7-12 will be scheduled for educational planning time.
3. No less than two hundred (200) minutes per week in no less than thirty (30) minute increments for grades 5 & 6 classes will be scheduled for educational planning time during the student day.
4. No less than two hundred ten (210) minutes per week for grades K-4 homeroom teachers will be scheduled for educational planning time when special area classes are scheduled. All other K-4 unit members will have no less than two hundred (200) minutes per week for educational planning for unit members. Such time shall not be scheduled in less than thirty (30) minute increments.

C. Unit members shall not be required to substitute during their planning time. However, members who are requested by their administrators to supervise pupils during their planning time in the absence of a substitute and who voluntarily supervise pupils during their assigned planning time in response to such a request will be paid an additional amount at the rate of \$20.00 per hour, in increments of not less than one-fourth (1/4) hour. It shall be the member's responsibility to keep track of time spent supervising pupils during the member's planning time and to submit requests for payment in accordance with Board policy.

D. Scheduled parent-teacher conference days, arranged by the administration after consultation with building faculty, may start at a time different from the regular starting time for unit members; however, such scheduled time shall not exceed seven and one-half (7 1/2) continuous hours including a one-half (1/2) hour duty-free time for unit members. Days of parent-teacher conferences will be days of instruction for classes not conducting conferences.

E. Central OEA/NEA, Inc. Day will not be a contract duty day.



F. **Unit Member Year (Except New Unit Members)**

The unit member year shall be defined as follows:

<u>K-8 Year</u>		<u>9-12 Year</u>	
179	Instruction days	180	Instructional days
3	Parent-Teacher Conference Days	2	Parent-Teacher Conference Days
2	Record Days*	2	Record Days*
<u>2</u>	Pre-School Days	<u>2</u>	Pre-School Days
186	Total	186	Total

\* There will be one (1) record day at mid-year and one (1) at the end of the year. The mid-year record day will be one-half (1/2) for records and one-half (1/2) for inservice.

At least one (1) of the two (2) pre-school days shall be utilized for uninterrupted teacher preparation for the new school year.

- G. No more than four (4) early dismissals for planning and curriculum development shall be scheduled in any year.
- H. Should it be necessary to close one (1) or more buildings in the district due to an emergency, staff affected may be temporarily assigned to work in other district buildings.

I. **Part-Time Unit Members**

There will be no assignments of .875 F.T.E. or more, (but less than full-time) offered to unit members unless the unit member so requests in writing.

At the secondary level a daily schedule of a minimum of one hundred twenty (120) instructional minutes or more will entitle the unit member to forty (40) minutes of planning time per day.

An equivalent arrangement for planning time will be made for part-time unit members at the elementary level. Planning time may be provided over a week's schedule at the elementary level.

On days when part-time members are paid for attendance at parent-teacher conferences, record days and pre-school days, such members shall be in attendance at school for the entire school day.

## **ARTICLE 30**

### **INSTRUCTIONAL DUTIES BEYOND DAY/YEAR**

The Board shall offer instructional assignments outside the regular school day/year to unit members prior to offering such assignments to individuals outside the bargaining unit. However, if such instructional assignments for academic credit courses are offered to and accepted by a unit member, the member will be paid his/her regular hourly rate of pay. Junior High School courses offered for credit, as a prerequisite for credit or as a requirement for promotion will be offered to qualified bargaining unit members and if accepted by a member will be paid at the members' hourly rate of pay. Instructional assignments for non-academic courses or academic courses taught by non-unit members will be paid at a rate determined by the Board.

## **ARTICLE 31**

### **PROFICIENCY TESTING**

#### **Retention/Promotion of Pupils**

Bargaining unit members who are required to approve retention/advancement for pupils who are subject to the fourth and sixth grade guarantee provisions of law shall not be subject to adverse employment actions by the Board based on such decisions.

While every reasonable effort shall be made to encourage improvement in the performance of pupils who are retained, neither the school district nor the bargaining unit member(s) can guarantee such improvement.

Members who are required to address pupil retention/advancement after the close of the regular school year for pupils will be compensated for the time spent in such activities on an hourly rate basis on the members' daily rate of pay. Members may be required to submit timesheets reflecting the time spent.

## **ARTICLE 32**

### **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 member 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 (2) weeks.

This definition of chronic lateness will be used in the appropriate section of the evaluation procedures to determine punctuality.

## **ARTICLE 33**

### **VOLUNTARY MEETINGS**

The Board and the Association agree that the administration or the building staff may request unit members to attend meetings on a voluntary basis beyond the normal work day and year. Such voluntary meetings should be for the development and improvement of curriculum and instruction and/or for building level needs. Generally these meetings would be for a half to a full work day.

No unit members will be required to attend and no recrimination will be taken for those failing to attend.

Unit members who choose to attend such voluntary meetings will be compensated at the current daily substitute teacher rate on a pro-rated basis.

Compensation will not be available if, as a result of a voluntary program, unit members are able to pick up any professional college growth, continuing education units, or grant funds are available to compensate unit members.

Compensation will not be expected for the 18 hours of contractually required meetings during the school year that go beyond the work day.

The Superintendent will be the final authority for determining if there is to be any compensation. All voluntary meetings must receive prior approval from the superintendent.

These procedures do not imply additional compensation for attendance at any meetings required as a result of fulfilling an extra-curricular supplemental position; for work associated with Curriculum Council other than as outlined in Article 33 of the negotiated agreement; for committee work as identified in the current memorandum of understanding; or working as a volunteer with any school district support groups such as PTO's, Academic Boosters, Athletic Boosters, or Music Club.

## **ARTICLE 34**

### **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 Director in charge of curriculum for presentation to the Board.

#### **A. TASKS**

1. Survey the curriculum to identify needs.
2. Initiate action based on identified needs.
3. Facilitate communications between organizational units, staff, 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.

#### **B. GUIDELINES**

Unit members, parents, and committee members shall serve a two (2) year term.

1. The Curriculum Council shall consist of:

Director of Instruction, who shall serve as chairperson, District Curriculum Coordinators, and Building principals or his/her Assistant Principal.

Unit members - two (2) from each organizational unit:

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

**Board of Education Member**

Parents - one from each organizational unit:

- one - Fairfield Elementary
- one - Pickerington Elementary
- one - Violet Elementary
- one - Tussing Elementary
- one - Middle School
- one - Junior High
- one - High School

2. Curriculum Council shall be adjusted to reflect the revised organization. Effective with 2000-2001 membership will change to one (1) unit member, one (1) parent, and (1) principal from each organizational unit due to the opening of the middle schools.
3. The Association will be permitted to select one (1) of the two (2) unit member representatives of the Curriculum Council for each building. The other unit member representative shall be selected by the building principal.
4. Unit member 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.
7. When the Curriculum Council recommends to the Board changes in program, curriculum, etc. and the Board authorizes a major course of study review, most often release time will be used to provide committee members time to complete the study.

**C. 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 35**

### **IN-SERVICE**

In-service education shall be of three types:

1. **District Wide In-Service Programs**

- A. 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. At least fifty percent (50%) of the early dismissal in-service and the mid-year, half-day in-service shall be developed in the buildings.
- B. 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. A written agenda developed by the committee will be given to the building principal and the Director of Instruction.
- C. The committee shall identify areas of staff interest and/or need and plan the program accordingly.

3. **Individual In-Service Program**

Any unit member 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 member's performance. Participation on the part of the unit member is encouraged, but shall be voluntary, and all expenses shall be borne by the Board.

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 36

### DEPARTMENT HEADS

1. Department heads may be established in grades 7-12 for the following departments:

High School

Math  
Science  
Social Studies  
Foreign Language  
English/Reading  
Phys Ed/Health  
Work & Family Life  
Art  
Industrial Technology  
Music  
Business  
Special Education  
Guidance

Junior High

Math  
Science  
Social Studies  
Language Arts  
Phys Ed/Health  
Related Arts  
Music (5-8)

Enrichment advisors may be established for the Junior High, Middle School and Elementaries.

Enrichment advisors will be placed in Group VII on the supplemental scale.

2. Department heads will be given two hundred (200) minutes additional release time per week.
3. In the event that enrollment prevents released time, a department head will receive a supplemental position within group 5. The district's first option will always be to permit department heads to have a period of release time as opposed to department head pay. Only after exploring all other options will payment be instituted over providing a free period.
4. Duties and responsibilities will be established by the Assistant Superintendent. Department Head positions shall be posted and dealt with as all other supplemental positions.
5. The parties intend that if department heads are established, then all department head positions will be offered. Should the financial condition of the district prevent the establishment of all department head positions, an individual department head may be implemented for a specific purpose. In such cases, a

committee comprised of three (3) unit members selected by the Association and three (3) administrators will review the need for a particular department head position and make a specific recommendation to the Board.

6. In the event that department head positions are not established, no unit member shall be asked or required to perform department head duties.
7. Science, Math and English Department Heads, Foreign Language and Social Studies at the high school will be permitted four (4) release days (each) during and one (1) day (each) before and after the school year. Beginning with the 1998-99 school year, there will be four (4) release days (each) during and one (1) day (each) before and after the school year.

## **ARTICLE 37**

### **INDIVIDUAL RIGHTS**

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

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

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

## **ARTICLE 38**

### **ACADEMIC FREEDOM**

It is recognized that a unit member 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.

## **ARTICLE 39**

### **PROCEDURES FOR DEVELOPMENT OF SCHOOL CALENDAR**

A committee shall be established to meet annually upon the call of the local Superintendent to recommend to the Board a school calendar to become effective the next school year after next. The committee shall be made up of the following:

seven (7) or more unit members	one (1) or more from each building, on a 1:50 staff ratio - to be selected by the Association
seven (7) or more parents	one (1) or more from each building, on a 1:50 staff ratio - to be selected by the respective building principal
three (3) support service staff	to be selected from secretarial, custodial, maintenance, and food service, staff by the supervisors
two (2) administrators	one (1) building principal and one (1) district office administrator who shall chair the committee

#### **Procedures To Follow In Determining The Yearly Calendar**

1. The calendar committee will develop at least three (3) calendar options to be presented to the respective groups by their representatives.
2. All calendar committee members will have thirty (30) days to present the calendars to their respective groups to obtain their opinion before the final vote by the calendar committee.
3. The final vote will be one (1) person - one (1) vote with all votes being equal.
4. The majority's decision will be presented to the Board.
5. The recommendation of the committee may be rejected by the Board and returned to the committee for further discussion up to two (2) times. However, the Board has the final authority to establish the calendar.

## **ARTICLE 40**

### **CLASS SIZE**

The Board and the Association recognize 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:

- A. Regular instructional classes will be scheduled not to exceed the maximum number of pupils provided in this Agreement. When classes exceed the limits in B. 1, 2, & 3 below, the Administration may either: 1) make an adjustment to reduce the size of the class, or 2) authorize compensation for the bargaining unit member as provided in this Article.
- B. Except as may otherwise be provided in this Agreement, classes will not exceed the following limits for each of the levels:
- |   |   |
|---|---|
| 1. Elementary (K-4) and<br>Departmentalized Classes | 26 pupils per class                         |
| 2. Elementary (5-8) and<br>Departmentalized Classes | 28 pupils per class                         |
| 3. Grades 9-12                                      | 30 and no more than<br>170 students per day |
| 4. Grades K-8                                       | 30 - maximum cap per class                  |
| Grades 9-12   | 32 - maximum cap per class                  |
| 5. Grades 7-12 - Physical Education                 | 32 - maximum cap per class                  |

Certain activity classes such as band, choir, 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.

Secondary physical education classes will be scheduled such that no more than two (2) classes will occupy the gymnasium floor simultaneously.

C. During the first ten (10) days of any semester, adjustments may be made at anytime. When adjustment is required under this Agreement, the administration shall have the option to either; 1) reduce the number of assigned pupils in the class, 2) provide additional compensation for unit members, or 3) shuttle elementary students between buildings as a method to help balance class sizes by grade levels.

D. **Overage Payments.**

Overage payments will be made, as follows, to teachers having more than the number of pupils specified in Section B1, 2, and 3 of this Article after the end of the ten day grace period at the beginning of each semester.

1. **Self-Contained Classrooms – Grades K-6**

For each pupil in excess of the maximum number of pupils in grades K-6 regular self-contained classrooms and above, after the grace period, the unit member will be compensated at the rate of \$25.00 per week.

2. **Team Teaching (Grades K-6) and Grades 7-12**

For each pupil in excess of the maximum number of pupils in grades K-6 (team-teaching), grades 7-12 after the grace period, the unit member will be compensated at the rate of \$15.00 per week per overage class. Unit members teaching core subject areas working within teams regardless of grade level will not be able to receive compensation for more than three (3) overage classes per day per student.

3. **Departmentalized Classes.**

As used in this section, "departmentalized classes" means art, music and physical education classes. Elementary (K-4) departmentalized class teachers will receive \$10.00 per week for between 1 to 5 homeroom teachers within the building that are receiving overload payments and \$15.00 per week between 5 to 10 homeroom teachers within the building that are receiving overload payments. Departmentalized class teachers in grades 5 and above will be compensated at the rate of \$15.00 per week per overage class.

E. Homeroom teachers in grades K-6 with a regular self-contained classroom assignment in excess of twenty-eight (28) pupils will in addition not be assigned any duty so long as the number of assigned pupils exceeds twenty-eight (28).

- F. It shall be the responsibility of the unit member to notify the building principal/designee that an adjustment in class size (+ or -) and a class size overload payment is required. Class size overload payment forms for any class size overload payments shall be completed by the unit member and submitted to the building principal/designee at the end of each grading period for payment.
- G. Pupils on home instruction or in alternative school(s) will be counted in the class size of the unit member responsible for the homework assignments and grades of the pupil.
- H. Every attempt will be made to follow state guidelines concerning special education class size. In the event that the District must apply for a class size waiver, the unit member affected will be provided the standard class size overage payment.

**References:**    **Appendix A- 17**  
                      **Appendix A- 18**  
                      **Appendix A- 19**



## **ARTICLE 41**

### **GRIEVANCE PROCEDURE**

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

#### **1. DEFINITION**

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

A grievant is a unit member, group of unit members, or the Association alleging the grievance.

A group grievance or an Association grievance shall have arisen out of circumstances affecting one (1) or more unit member(s). Each affected unit member shall be listed on the grievance form and shall be provided a copy of the grievance form by the Association in the case of grievances filed by the Association.

A day shall mean an actual working school day.

#### **2. NON-REPRISAL**

No person 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. It will be the responsibility of the grievant to clearly indicate that the purpose of the meeting is an informal grievance discussion meeting.
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 the designated 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 respond to the grievance by completing the appropriate section of the grievance form and providing 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 otherwise been 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 or designee shall complete the appropriate response section of the grievance form and provide a copy to the grievant and the 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 otherwise been 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 one (1) or more lists but not to exceed a maximum of two (2) lists of arbitrators provided by the Federal Mediation Conciliation Science (FMCS), 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 shall 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. Further, the arbitrator shall have no authority to add to, subtract from, or modify in any manner, a term of this contract or to make any award inconsistent with the provisions of this 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) days of the date briefs are due to 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 equally shared by the parties.

**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 informal 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.

**Reference: Appendix A- 16**

## **ARTICLE 42**

### **INTERNAL COMPLAINT PROCEDURE**

If a unit member 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 member 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 member 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 member may request a meeting with the Board to discuss the matter.

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

## **ARTICLE 43**

### **BUILDING ADVISORY COUNCIL**

There shall be established in each building a Building Advisory Council for the purpose of 1) providing a forum to express faculty and administrative concerns, 2) creating building level goals and policies, and 3) improving building wide communications between departments and/or grade levels.

#### **A. RULES AND REGULATIONS**

1. In the elementary and middle school buildings, the membership of each Council shall consist of one (1) unit member selected by the Association from each grade level for every ten (10) members or major fraction thereof, one (1) special area unit member (art, physical education, music and special education), one (1) media center specialist, one (1) guidance counselor, and the building principal/designee. Grade level representatives shall be elected by the unit members assigned to that grade level.
2. At the secondary level, the membership of each Council shall consist of one (1) unit member selected by the Association from each department and/or team, one (1) media center specialist, one (1) guidance counselor, and the building principal/designee.
3. An organizational meeting shall be held each May for the upcoming school year at which time a chairperson shall be elected (excluding the Building Principal), and the first meeting shall be set for the upcoming school year.
4. The chairperson shall be responsible for preparing an agenda and distributing copies to all unit members prior to each meeting. Any staff member or administrator who wishes to have a particular topic or concern placed on the agenda for discussion should consult the Council chairperson.
5. Each year, the Council should elect a Secretary from its membership who will be responsible for recording the minutes for all Council meetings. Immediately after each meeting the Secretary should prepare a copy of the minutes and distribute these to each unit member in the building, the Central Office and the PEA President.

6. The Council should be responsible for setting its own meeting schedule and for distributing copies of this schedule to all unit members. In general, it is suggested that each Council meet at least once per month.
7. All meetings of the Advisory Councils shall be open to every unit member, non-certified employee, and administrators (except building principal/designee) as non-voting observers.
8. Any proposed building guidelines recommended by majority vote of the Council that have been mutually agreed to by the building principal shall first be given an initial reading at a Council meeting. The guidelines must be committed to writing by the Council chairperson or secretary and distributed to all employees in the building and the Superintendent for review.

If approved by the building principal and not disapproved by the Superintendent, these guidelines will then receive final approval following a second reading at a subsequent Council meeting. These guidelines will be in effect for the building until repealed or modified. No building guideline will conflict with, supersede or modify any provision of law or administrative regulation, board policy, or any provision of the negotiated agreement. Violations of building guidelines may be raised through the internal complaint procedure.

## **ARTICLE 44**

### **DRUG-FREE WORKPLACE ACT COMPLIANCE**

The Board of Education will implement such policies, notices, programs, and actions as may be required to comply with the Drug Free Workplace Act, including the taking of appropriate personnel action against any employee convicted of any criminal drug statute. Such action may include termination of contract. Convicted employees for whom termination of contract is not appropriate will be required to satisfactorily participate in a drug abuse, assistance, or rehabilitation program approved by a Federal, State, or local health, law enforcement, or other appropriate agency. All policies and notices developed in compliance with the Act will be posted in the same fashion as other bargaining unit information is posted.

## ARTICLE 45

### SPECIAL EDUCATION & LEAST RESTRICTIVE ENVIRONMENT

The parties believe in the creation of a committee to discuss the general operation of the Special Education programming in the district.

The committee shall be composed of administrators appointed by the Superintendent/designee and unit members, who are involved in IEP services, appointed by the Association President. Therefore representation shall be:

2 from elementary school level	(1 unit member appointed, 1 administrator appointed)
2 from middle school level	(1 unit member appointed, 1 administrator appointed)
2 from junior high level	(1 unit member appointed, 1 administrator appointed)
2 from high school level	(1 unit member appointed, 1 administrator appointed)

These eight people, the Special Education Coordinators and Director of Special Education will also serve on the committee.

The chairperson shall be selected by the committee.

The committee will be established to provide district level coordination of the actions, policies and practices necessary to meet the LRE mandate. The Committee will maintain as its highest priority the School District's obligation to provide appropriate programs and services to handicapped pupils in keeping with all applicable state and federal laws and regulations. The committee is specifically charged with monitoring on an on going basis, the implementation of LRE in Pickerington Local Schools. The Committee shall meet once per semester of each school year or more often, if necessary as determined by the committee. The committee shall submit written recommendations on the implementation of LRE to the Superintendent/designee and the Association President no later than June 1 of each school year.

No unit member, except MH teachers and nurses, shall be required to assist a student with caring for the student's personal bodily needs or to physically lift a student unless in an emergency.

No unit member, except nurses, shall be required to administer any medicine or to perform any medical procedure. The limitations of this and the preceding paragraph shall not be construed to prohibit any unit member from voluntarily undertaking these activities. If a member so chooses then such activity shall be deemed as acting within his/her contracted duties.



## **ARTICLE 46**

### **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEES**

The Association and the Board hereby agree to establish a Local Professional Development Committee (L.P.D.C.) consistent with R.C. 3319.22 as amended by S.B. 230 and regulation adopted thereunder.

**1. Purpose**

The L.P.D.C. shall oversee and review professional development plans for course work, continuing education units, or other equivalent activities, as required by law.

**2. Structure**

A. The L.P.D.C. shall consist of seven members as follows:

Four (4) PEA members appointed by the President. All four (4) must be practicing classroom teachers.

Three (3) non-PEA members appointed by the Superintendent.

B. The terms of service for members of the Committee shall be for a period of up to three (3) years as determined by the party making the appointment.

C. The number of meetings and the time and place of each shall be determined by the Committee.

D. The Committee shall determine the manner in which it makes decisions and the items it will consider.

E. The Committee shall determine the structure and function of any subcommittee they may create to help carry out their purpose. Such subcommittee shall be in keeping with the provisions of S.B. 230.

**3. Compensation**

Members of the Committee shall be compensated for their work in the form of paid released time or at their per diem rate. The amount, time and manner of compensation will be agreed upon before any committee work is performed.

4. **Training**

Training shall be provided for all committee members in a manner and form sufficient for the members to successfully satisfy its purpose as prescribed by law.

The methods, timing and manner of training will be established by the Board and Association and the cost for said training shall be paid by the Board of Education.

## **ARTICLE 47**

### **INTERIM BARGAINING**

1. In the event that the Board implements changes during the term of the agreement in the wages, hours, or other terms and conditions of employment for bargaining unit members on an issue that the Board is required by law to bargain about, the Board will give notice of such implementation to the Association. Within twenty (20) calendar days the Association may submit a written demand to bargain the affects of the implementation on wages, hours, or other terms and conditions of employment for members of the bargaining unit. If such a demand is made the parties will engage in good faith bargaining for a period of not less than thirty (30) days. Bargaining may be conducted by teams as designated by the Board and the Association, respectively. Teams may consist of fewer than seven (7) members.
2. If the bargaining teams have not reached agreement by the end of the thirty (30) day bargaining period the parties will engage in mediation for a period of not less than thirty (30) additional days or until resolution is reached, whichever occurs first. The mediator may be either John Drotning or an agreed member of the Federal Mediation and Conciliation Service. In the event the parties are unable to agree on a mediator, a mediator will be assigned by the Federal Mediation and Conciliation Service.
3. If the parties have not reached agreement by the end of the mediation period, the Board may, at its next regularly scheduled meeting more than ten (10) days after the conclusion of the mediation period, submit the unresolved issue or issues to arbitration. If the Board determines to submit the matter to Arbitration, an arbitrator will be selected and Arbitration conducted in accordance with the provisions of Article 39 of this Agreement (Grievance Procedure). The decision of the Arbitrator will be binding on the parties provided that the Arbitrator shall have no authority to make any award contrary to law or regulations of the Ohio Department of Education or any other agency having lawful jurisdiction over the Pickerington Local School District.
4. If the Board of Education does not refer the unresolved issue or issues to arbitration, the Association may, within ten (10) days after the Board meeting, issue a strike notice as provided in Revised Code Chapter 4117.

## **ARTICLE 48**

### **COMPLETE AGREEMENT**

No agreement, alteration, variation, waiver, or modification of any of the terms or conditions contained in this Agreement shall be binding upon the parties hereto unless executed in writing by the parties. The waiver of any breach or condition of this Agreement by either party shall not be considered a waiver of the right to require full and complete compliance in the future of any or all of the terms and conditions herein. The nonexercise of rights retained by the Board shall not be deemed to waive any such rights or the right to exercise them in some other way in the future.

## **ARTICLE 49**

### **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; and the article, section, or clause deleted shall be re-bargained so that it is in compliance with the law.

**ARTICLE 50**

**DURATION**

The terms and conditions of this Agreement shall remain in full force and effect from midnight June 29, 1999 through midnight, June 28, 2001

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.

Negotiations for a successor contract shall commence no later than ninety (90) calendar days prior to the expiration of the contract.

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

**FOR THE**

**PICKERINGTON EDUCATION  
ASSOCIATION**

William A. Evin  
PRESIDENT \_\_\_\_\_ DATE

Carla A. Puffy  
TEAM MEMBER \_\_\_\_\_

Toni A. Davis  
TEAM MEMBER \_\_\_\_\_

R. J. ALM  
TEAM MEMBER \_\_\_\_\_

William S. Pearson  
OEA REPRESENTATIVE \_\_\_\_\_

**PICKERINGTON LOCAL  
BOARD OF EDUCATION**

Debra A. Carter  
BOARD PRESIDENT \_\_\_\_\_ DATE

Tom Yocum  
SUPERINTENDENT \_\_\_\_\_

Dennis G. Menorchi  
TREASURER \_\_\_\_\_

James Reel  
TEAM MEMBER \_\_\_\_\_

H. Lewis Steiner  
TEAM MEMBER \_\_\_\_\_

Nicholas G. Pittner  
LEGAL REPRESENTATIVE \_\_\_\_\_

**APPENDIX**

All relevant forms specifically referenced by a provision of this contract follow as an appendix.

PICKERINGTON LOCAL SCHOOL DISTRICT

Mileage Statement

Name \_\_\_\_\_

Date Submitted \_\_\_\_\_

Circle month(s) for which statement is submitted:

January February March April May June July August September October November December

Teachers submit form to principal for approval.

Non-teaching employees submit form to immediate supervisor for approval.

Submit form when total amount due exceeds \$10.00.

Date	Place	Purpose of Trip	Round Trip Miles

Total Miles \_\_\_\_\_ x .31¢ = \$ \_\_\_\_\_

Other Reimbursable Expenses = \_\_\_\_\_

Total Amount Due = \$ \_\_\_\_\_

Supervisor/Principal Approval \_\_\_\_\_

Date \_\_\_\_\_

District Office Approval \_\_\_\_\_

Date \_\_\_\_\_



## Pickerington Local School District

### Application for Reimbursement of Professional Coursework

The following form must be completed and turned in with grade slips to be eligible for professional growth reimbursements.

Name \_\_\_\_\_ Date of Submission \_\_\_\_\_

Assignment \_\_\_\_\_

Building \_\_\_\_\_

Degree Held \_\_\_\_\_

Certificates/Licenses held (list all certificates/licenses and indicate if Provisional, Professional, or Permanent status.)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Name(s) of course(s) requesting reimbursement – indicate priority level/grouping of courses taken as noted in Article 14 – Professional Growth. (List if Group A - #1, 2, 3, or Group B - #4, 5, 6.) (See back side of form.)

<u>Course #</u> (Group A - #1, 2, 3 or Group B - #4, 5, 6)	<u>Course Name</u>	<u>University</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Signature of Employee Making Request

**Failure to report accurate information will result in disqualification for reimbursement.**

**From Article 14 – Professional Growth College Credit**

**Group A Courses:**

Courses entitled to be reimbursed as “Group A” courses are:

1. Courses required for the initial license after passage of the Praxis;
2. Courses required for renewal of license/certificate;
3. Courses necessary to upgrade an existing certificate.

**Group B Courses:**

Courses entitled to be reimbursed as “Group B” are:

1. Courses necessary to earn additional certificates;
2. Courses taken in response to a particular area needed for improvement as indicated in the unit member’s evaluation;
3. Any other courses taken for professional development.

PICKERINGTON LOCAL SCHOOL DISTRICT

Application for Graduate Program of Studies

When a certificated employee plans to enter a graduate program of studies for the purpose of seeking a graduate degree, the following information must be submitted:

Name \_\_\_\_\_ Date of Request \_\_\_\_\_

Building Assignment \_\_\_\_\_ Teaching Assignment \_\_\_\_\_

Years of Experience in the Pickerington School System \_\_\_\_\_

Degree Sought \_\_\_\_\_ Major \_\_\_\_\_

University or College where program will be earned \_\_\_\_\_

Approximate length of time planned to complete program \_\_\_\_\_

Number of hours in program: Semester \_\_\_\_\_ Quarter \_\_\_\_\_

Relate how this program will benefit you as an educator:

List the titles of required courses:

List the titles of anticipated elective courses: (use back for additional courses)

\_\_\_\_\_  
Signature of employee making request

\_\_\_\_\_  
Date Recommendation (approval/disapproval) to Board of Education

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Signature of Superintendent

Reason for denial: \_\_\_\_\_

**Application Instructions:** Submit one copy to the employee's principal/supervisor. When action is taken by the Board of Education, a copy will be returned to the employee. A copy will be retained in the District Office. A Request for Approval of Professional Growth College Credit form will need to be submitted for each course request.

**SICK LEAVE TRANSFER REQUEST FORM**

Sick leave transfer requests (not to exceed thirty (30) days) must be submitted to both the Superintendent and the Association President for approval.

I, \_\_\_\_\_, do hereby request \_\_\_\_\_ day(s) of sick  
Name of Employee No. of Days

leave transfer starting with \_\_\_\_\_ through to  
Month Day Year

\_\_\_\_\_. This request is due to the following  
Month Day Year

personal illness (please explain.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that this request is due to catastrophic personal illness.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Employee Making Request)

-----  
\_\_\_\_\_ Request for sick leave transfer decision (approved/disapproved) for  
\_\_\_\_\_ number of days.

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Signature of Association President

-----  
\*Approved requests will be submitted to the Sick Leave Transfer Committee for collecting and verifying sick leave transfer days.



Print Name

PICKERINGTON LOCAL SCHOOL DISTRICT

Report of Absence

Teachers and Non-Teaching School Employees

Each teacher or non-teaching employee who is absent at any time must fill out this form and submit it to the building principal or non-teaching supervisor.

ABSENCE FROM WORK STATEMENT

PART 1

I certify that I was absent from work on the dates indicated below because of the reasons specified:

- A. Personal Illness or Injury
B. Illness in Immediate Family
C. Death in Immediate Family
D. Approved Professional Leave
E. Approved Vacation Leave
G. Approved Unpaid Absence
H. Approved Assault Leave
I. Jury Duty Leave
J. Religious Leave
K. Approved Association Leave

Table with 3 columns: Date of Absence, No. of days Absent, Reasons-Give Code Letter Above or Write Explanation. Includes numbered rows 1-4.

(If you were absent more than once during a given calendar month, use lines 2, 3, and 4)

If medical attention was required, complete Part II.

PART II

Name of Attending Physician Date(s) Consulted

Address

Falsification of this statement is grounds for suspension or termination of employment under Sections 3319.081 and 3319.16 of the Ohio Revised Code.

Adopted: 08/07/77 Revised: 12/08/80
Revised: 10/10/77 Revised: 12/08/82

Signature of Employee Date
Signature of Administrator/Supervisor Date

PICKERINGTON LOCAL SCHOOL DISTRICT

**Request for Personal Leave**

Personal leave shall not be available during the first week and the last week of school, and shall not be used to extend a holiday or vacation period unless approved by the Superintendent.

-----

\_\_\_\_\_  
(Date of Request)

I, \_\_\_\_\_, do hereby request \_\_\_\_\_ day(s) of personal leave on  
(Name of Employee) (No. of days)

\_\_\_\_\_  
(Month) (Day) (Year)

I hereby certify that this request is for personal business.

\_\_\_\_\_  
(Signature of employee making request)

-----

\_\_\_\_\_  
(Date) Supervisor or Principal recommendation (approved/disapproved)

No. of days \_\_\_\_\_

\_\_\_\_\_  
(Signature of principal)

\_\_\_\_\_  
(Date) Local Superintendent decision (approved/disapproved)

No. of days \_\_\_\_\_

\_\_\_\_\_  
(Signature of Superintendent)

Reason for denial: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

-----

**Application Instructions:** Submit one copy to the employee's principal/supervisor. When action is taken by the District Office, two copies will be returned to the principal/supervisor. One copy will be retained by the principal/supervisor, and the other copy is to be returned to the employee.

PICKERINGTON LOCAL SCHOOL DISTRICT

**Request for Permission to Attend Professional  
Meeting or Visitation**

This is my formal request to be absent from school to attend the:

\_\_\_\_\_  
(Name of professional meeting, visitation, conference, workshop, clinic, etc.)

at \_\_\_\_\_ on the following dates \_\_\_\_\_

Reason for request \_\_\_\_\_  
\_\_\_\_\_

I will need a substitute to take my place on the following dates:

\_\_\_\_\_  
(Date of request)

\_\_\_\_\_  
(Signature of employee making request)

Estimated expenses: (no expenses for visitation) Meal expenses \_\_\_\_\_

Registration fee \_\_\_\_\_ Lodging expenses \_\_\_\_\_

Travel expenses (Board mileage rate 31 cents per mile) \_\_\_\_\_

Total estimated expenses \_\_\_\_\_

\_\_\_\_\_  
(Date) Supervisor or principal recommendation (approval/disapproval)

\_\_\_\_\_  
(Signature of Principal)

\_\_\_\_\_  
(Date) Local Superintendent decision or recommendation to Board of  
Education (approval/disapproval)

\_\_\_\_\_  
(Signature of Superintendent)

Approximate expense allowance \_\_\_\_\_

Reason(s) for denial \_\_\_\_\_

**Application Instruction:** Submit one copy to the employee's principal/supervisor one month in advance whenever possible - minimum two weeks (14 days). When action is taken by the District Office, copies will be returned to the treasurer, principal/supervisor, and the requesting employee.



PICKERINGTON LOCAL SCHOOL DISTRICT

Request for Unpaid Absence

\_\_\_\_\_  
Date of Request

I \_\_\_\_\_ do hereby request \_\_\_\_\_ day(s) of unpaid absence for the  
(Name of Employee) (Number)

following dates: \_\_\_\_\_  
(Month) (Days)

Reason for request (if of a personal nature, state "personal"): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of employee making request

\_\_\_\_\_  
Date Principal/Supervisor recommendation (approved/disapproved)

Number of days \_\_\_\_\_  
Signature of Principal/Supervisor

\_\_\_\_\_  
Date Local Superintendent decision (approved/disapproved)

Number of days \_\_\_\_\_  
Signature of Superintendent

Reason for denial: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Application Instructions:** Submit one copy to the employee's principal/supervisor. When action is taken by the District Office, two copies will be returned to the principal/supervisor. One copy will be retained by the principal/supervisor, and the other copy is to be returned to the employee.

PICKERINGTON LOCAL SCHOOL DISTRICT

Request for Religious Leave

A unit member may be absent, with pay, on a Religious Holiday not included in the school calendar. The holiday must be observed by a bona fide religion or religious body which as historically observed the religious holiday.

-----  
\_\_\_\_\_  
(Date of Request)

I, \_\_\_\_\_, do hereby request \_\_\_\_\_ day(s) of religious  
(Name of Employee) (No. of days)  
leave on \_\_\_\_\_.

I hereby certify that this request is for leave on \_\_\_\_\_  
(State Specific Religious Holiday)

\_\_\_\_\_  
(Signature of Employee Making Request)

-----  
\_\_\_\_\_  
(Date) Supervisor or Principal recommendation (approved/disapproved)

No. of days \_\_\_\_\_  
(Signature of Principal)

\_\_\_\_\_  
(Date) Local Superintendent decision (approved/disapproved)

No. of days \_\_\_\_\_  
(Signature of Superintendent)

Reason for denial: \_\_\_\_\_  
\_\_\_\_\_  
-----

**Application Instructions:** Submit one copy to the employee's principal/supervisor. When action is taken by the District Office, two copies will be returned to the principal/supervisor. One copy will be retained by the principal/supervisor, and the other copy is to be returned to the employee.

PICKERINGTON LOCAL SCHOOL DISTRICT

**Job Target Form**

**Instructions:** The attached list of job targets has been developed by the teacher and the evaluator during a pre-evaluation conference held on the date noted below. These job targets are to be used as a guide for instructional improvement by the teacher during the current school year. As such, they should be stated in specific terms, which make them relatively measurable and observable. The targets are not necessarily listed in priority order. It should be noted that there is space provided for the teacher and/or the evaluator to comment upon any and all of the targets that are listed. Further, it should be understood that these targets do not preclude any item of the adopted Teachers Job Description. At the conclusion of the evaluation conference, a copy of this form will be inserted in the teacher's official personnel file. **Any disagreement on job targets may be addressed under the Comments section by both the teacher and the evaluator.**

**Job Targets:**

**Teacher Comments:**

**Evaluator Comments**

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Evaluator

WHITE - TEACHER'S COPY

CANARY - PRINCIPAL'S COPY

PINK - DISTRICT OFFICE'S COPY

PICKERINGTON LOCAL SCHOOL DISTRICT

**Observation Form**

Teacher \_\_\_\_\_ Date \_\_\_\_\_ Time/Period \_\_\_\_\_

Subject/Topics \_\_\_\_\_ Grade \_\_\_\_\_ Building \_\_\_\_\_

Method of Presentation: \_\_\_ lecture \_\_\_ lab \_\_\_ discussion \_\_\_ testing  
 other \_\_\_\_\_

Effective	Needs Improvement	Unsatisfactory	Not Applicable	Refer to Comments

**Teacher Characteristics**

1. Knowledge and understanding of subject matter was evident.
2. Class activities related to instructional objectives.
3. Class activities were organized and effectively paced.
4. Opening activities were well planned and smoothly conducted.
5. Closing instructions, including an assignment, were clear and understandable.
6. Teacher interaction was positive and productive.
7. There was appropriate classroom control.
8. Students were on task.
9. Classroom was neat and attractive.

**General Comments/Recommendations of the Observer:**

The signature below certifies that the teacher has reviewed the above in conference and has received a copy of this form. This signature does not necessarily mean that agreement exists. Teacher comments may be added to this sheet - dated and signed. At the conclusion of the evaluation conference, a copy of this form will be inserted in the teacher's official personnel file.

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Evaluator

PICKERINGTON LOCAL SCHOOL DISTRICT

**Optional Evaluation Form**

(For Use With Annual Evaluations Only)

Teacher \_\_\_\_\_ School Year \_\_\_\_\_ Date \_\_\_\_\_

Subject \_\_\_\_\_ Grade \_\_\_\_\_ Building \_\_\_\_\_

**Strengths:**

**Areas for Improvement:**

**Recommendations:**

**Administrator Comments:**

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Administrator





**Job Targets:**

The following is to be completed by the evaluator and reviewed with the teacher during the summary conference.

\_\_\_\_\_ The teacher has met all job targets as previously stated in the Job Target Form.

\_\_\_\_\_ The teacher has partially met the job targets as previously stated in the Job Target Form. (Please explain below.)

\_\_\_\_\_ The teacher has failed to meet the job targets as previously stated in the Job Target Form. (Please explain below.)

**Explanation:**

**Teacher Comments:**

**Comments and Suggestions:**

**Teacher Comments (if desired):**

**Evaluation Cycle Assignment for Next School Year:**

- \_\_\_\_\_ Annual Evaluation
- \_\_\_\_\_ Comprehensive Evaluation
- \_\_\_\_\_ Corrective Action Program



**Contract Recommendations**

The following contract recommendations will be made to the Superintendent of Schools:

\_\_\_\_\_ Annual Evaluation (no contract recommendation at this time)  
\_\_\_\_\_ Termination  
\_\_\_\_\_ Renewal: \_\_\_\_\_ One Year \_\_\_\_\_ Two Years \_\_\_\_\_ Continuing  
\_\_\_\_\_ Non-renewal

The signature below certifies that the teacher has reviewed this in conference and has received a copy of this form. This signature does not necessarily mean that agreement exists. Teacher comments may be added to this sheet - dated and signed.

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Evaluator

WHITE-TEACHER'S COPY

CANARY-PRINCIPAL'S COPY

PINK-DISTRICT OFFICE'S COPY

PICKERINGTON LOCAL SCHOOL DISTRICT

**Unsatisfactory Performance/Progress Report**

Teacher \_\_\_\_\_ Date \_\_\_\_\_

At this time, it is felt your performance is unsatisfactory in the following areas:

Suggestions or recommendations for improvement:

The signature below certifies that the teacher has reviewed the above in conference and has received a copy of this form. This signature does not necessarily mean that agreement exists. Teacher comments may be added to this sheet – dated and signed. At the conclusion of the evaluation conference, a copy of this form will be inserted in the teacher’s official personnel file.

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Evaluator

## PICKERINGTON LOCAL SCHOOL DISTRICT

**Grievance Timeline**

Grievance Defined:

1. Contract Violation
2. Board/Administrative Policy – Board Level Only

Grievant: Individual, Group, Association

Day: Work Day

Informal: Required

Days to file initial – 1<sup>st</sup> level formal – 20

Principal Hearing? Not required

Principal's Written Response – within seven (7) days of filing

Grievance Moved to 2<sup>nd</sup> (Supt.) Level: within seven (7) days of receipt of Principal's response

Superintendent Hearing – within seven (7) days of receipt of request

Superintendent Response – within seven (7) days of hearing

Request for Board hearing – within ten (10) days of receipt of Superintendent's response

Board Hearing – no timeline stated

Board Response – no timeline stated

Request for Arbitration – within ten (10) days of receipt of Board response

- Goes to Association
- Association Grievance Committee has ten (10) days to determine submission to arbitration
- If Association agrees to submit to arbitration – seven (7) days to agree on an arbitrator – then use AAA

Final Step – Arbitration binding on Association and Board.

PICKERINGTON LOCAL SCHOOL DISTRICT

**Grievance Form**

\_\_\_\_\_  
Grievance No. Date Filed

\_\_\_\_\_  
Grievant's Name Position Building

Grievance Defined \_\_\_\_\_  
\_\_\_\_\_

Date Grievance Occurred \_\_\_\_\_

Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE: Attach additional relevant documents or additional statements.**

Signature of grievant \_\_\_\_\_  
\_\_\_\_\_

**Principal Level** Date Filed \_\_\_\_\_

Administrative Response \_\_\_\_\_  
(Add attachment if additional space is needed)

\_\_\_\_\_  
Administrator's Signature Position Date

(cc: Supt., PEA, Grievant)

Grievant's Response to Step 1 Administrative Response:

\_\_\_\_\_ The above response resolves this grievance and the matter is hereby resolved.

\_\_\_\_\_ The above response does not resolve this grievance, and it is hereby requested the matter be carried to Step 2 of the Grievance Procedure.

\_\_\_\_\_  
Grievant's Signature Date

(cc: Supt., PEA, Grievant)

**Superintendent Level**

Date of Filing \_\_\_\_\_

Date of Hearing \_\_\_\_\_

\_\_\_\_\_ Date

Superintendent's Response \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date

(cc: Grievant, PEA)

Grievant's Response to Superintendent's Response \_\_\_\_\_

\_\_\_\_\_ The above response resolves this grievance.

\_\_\_\_\_ The above response does not solve this grievance, and it is hereby requested it be submitted to the Board of Education.

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date

**Board of Education Level**

Date Filed \_\_\_\_\_

Date of Hearing \_\_\_\_\_

Board Response \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signatory for the Board, Position

\_\_\_\_\_  
Date

Grievant's Response to Superintendent's Response \_\_\_\_\_

\_\_\_\_\_ The above response resolves this grievance.

\_\_\_\_\_ The above response does not solve this grievance, and it is hereby requested it be submitted to the Board of Education.

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date

(cc: PEA, Supt.)

**PEA Grievance Committee Arbitration Request Determination**

\_\_\_\_\_ It is hereby recommended that this grievance not be submitted to arbitration ir  
keeping with provisions of the Grievance Procedure.

\_\_\_\_\_ It is hereby recommended that this grievance be submitted to arbitration ir  
keeping with provisions of the Grievance Procedure.

\_\_\_\_\_  
Signatory for PEA, Position

\_\_\_\_\_  
Date

Date Filed with Superintendent \_\_\_\_\_

(cc: PEA, Grievant)

APPENDIX A-17  
SELF-CONTAINED CLASSROOMS  
GRADES K-6

PICKERINGTON LOCAL SCHOOL DISTRICT

**Class Size Overload Payment Form**

Teacher \_\_\_\_\_

Date \_\_\_\_\_

Building \_\_\_\_\_

Week of \_\_\_\_\_

***Note: Please submit to building principal/designee at the end of each grading period.***

Week of

Total Class Size

\_\_\_\_\_  
Office Use:

\_\_\_\_\_  
Principal's Approval

\_\_\_\_\_ Student(s) approved for overload payments \$25.00 per week for grades K-6 regular self-contained classrooms

\_\_\_\_\_ Week(s) approved for payment

PICKERINGTON LOCAL SCHOOL DISTRICT

**Class Size Overload Payment Form**

Teacher \_\_\_\_\_ Date \_\_\_\_\_

Building \_\_\_\_\_ Week of \_\_\_\_\_

Note: Do not include students assigned to L.D. Resource Room

- Grades 7-12 – List your total teaching load (exclude Study Halls, Music, Typing).
- Please submit to building principal/designee at the end of each grading period.

Period	Subject	Total Class Size	Number of Student(s) Above 30
--------	---------	------------------	-------------------------------

Office Use: \_\_\_\_\_

Total Load \_\_\_\_\_

Number Above 170 \_\_\_\_\_

\_\_\_\_\_ Student(s) approved for overload payment - \$15.00 per week

\_\_\_\_\_ Week(s) approved for payment

\_\_\_\_\_  
 Principal's Approval



APPENDIX A-19  
ELEMENTARY K-4  
SPECIAL TEACHERS  
(ART, MUSIC, PHYSICAL EDUCATION)

PICKERINGTON LOCAL SCHOOL DISTRICT

**Class Size Overload Payment Form**

Teacher \_\_\_\_\_ Date \_\_\_\_\_

Building \_\_\_\_\_ Week of \_\_\_\_\_

**Note:** Please submit to building principal/designee at the end of each grading period.

Week Of

Homerooms

Office Use: \_\_\_\_\_

Principal's Approval \_\_\_\_\_

\_\_\_\_\_ Approved for overload payment - \$10.00 per week for between one (1) to five (5) homeroom teachers

\_\_\_\_\_ Approved for overload payment - \$15.00 per week for between five (5) to ten (10) homeroom teachers

\_\_\_\_\_ Week(s) approved for payment

PICKERINGTON LOCAL SCHOOL DISTRICT

**Direct Deposit Authorization Form**

I hereby authorize the Pickerington Local Schools to initiate direct deposit (credit entries) of my individual earnings to the following account(s):

Employees Name: \_\_\_\_\_

Employee's Social Security #: \_\_\_\_\_

1. Name of Financial Institution: \_\_\_\_\_

Transit Number of Financial Institution: \_\_\_\_\_

Employee's Account Number: \_\_\_\_\_

Amount (\$) or Percentage (%) to be Deposited: \_\_\_\_\_

2. Name of Financial Institution: \_\_\_\_\_

Transit Number of Financial Institution: \_\_\_\_\_

Employee's Account Number: \_\_\_\_\_

Amount (\$) or Percentage (%) to be Deposited: \_\_\_\_\_

This authorization is contingent on the employee's financial institution's participation in the Automatic Clearing House (ACH) System.

\_\_\_\_\_  
Employee Signature

**Please attached a voided check or deposit slip for each account referred to above.**

PICKERINGTON LOCAL SCHOOL DISTRICT

MEDICAL PLAN

Managed Care

Benefit Description	In-Network	Out-of-Network	Notes
1. Deductible Single Family	\$100 \$200	\$300 \$600	*Deductible changes as noted are effective 01/01/2000
2. Co-Insurance	100% for most services	80% for most services	
3. Co-Insurance Limit Maximum (ded. not included) Single Family	\$500 \$1,000	\$500 \$1,000	
4. Maximum Out-of-Pocket Inc. Deductible and Co- Insurance Single Family	\$500 \$1,000	\$700 \$1,000	
5. Outpatient Office Visits	\$5 copay	Deductible, 80%	Allergy shots included as office visit expense
6. Inpatient Hospital	100%	Deductible, 80%	
7. Semi-Private Room	100%	Deductible, 80%	
8. Dependents Inpatient Hospital	100%	Deductible, 80%	
9. Semi-Private Room	100%	Deductible, 80%	

Benefit Description	In-Network	Out-of-Network	Notes
10. Psychiatric and Substance Abuse	90% of eligible expenses for facility and professional. Out-of-pocket does not apply	Deductible, 50% if eligible expenses for facility and professional. Maximum out-of-pocket does not apply.	Subject to calendar year maximum of \$10,000.
11. Intensive Care Unit	100%	Deductible, 80%	
12. Cardiac Care Unit	100%	Deductible, 80%	
13. Special Care Unit	100%	Deductible, 80%	
14. Operating Room	100%	Deductible, 80%	
15. Delivery Room	100%	Deductible, 80%	Birthing Centers covered at same co-insurance level as other inpatient facilities, e.g. 100% in-network, 80% after deductible out of network.
16. Labor Room	100%	Deductible, 80%	
17. Newborn Care	100%	Deductible, 80%	
18. Newborn Hospital	100%	Deductible, 80%	
19. Well Baby Care & Immunizations to 12 months of age (to \$500 per calendar year)	\$5 copay, then 100%	Deductible, 80%	
20. Well Baby Care age 1 to 9 (to \$500 per calendar year)	\$5 copay, then 100%	Deductible, 80%	
21. Inpatient Therapy	100%	Deductible, 80%	
22. Recovery Room	100%	Deductible, 80%	
23. In-Hospital Path. & Lab.	100%	Deductible, 80%	
24. Radiology	100%	Deductible, 80%	
25. IV Solution & Supplies	100%	Deductible, 80%	
26. Pre-Admission Testing	\$5 copay in doctors office, otherwise 100%	Deductible, 80%	
27. Diagnostic Testing & Lab (e.g. X-ray, cat scan, MRI)	\$5 copay in doctors office, otherwise 100%	Deductible, 80%	
28. Hospital Doctor Visits	100%	Deductible, 80%	
29. Anesthesia	100%	Deductible, 80%	

Benefit Description	In-Network	Out-of-Network	Notes
30. Emergency Surgery	100%	Deductible, 80%	
31. Surgery Med./NEC	100%	Deductible, 80%	
32. Consultation Outpatient	\$5 copay, then 100%	Deductible, 80%	
33. Routine Mammogram (1 per year -- maximum \$85)	\$5 copay in doctors office, otherwise 100%	Deductible, 80%	If additional mammograms needed based on medical necessity they will be covered
34. Routine Adult Physical Exam	\$5 copay, then 100%	Not covered	
35. Routine Vision Exam	\$5 copay, then 100%	Not covered	Exam covered by VSP, not CIGNA
36. Routine Pap Smear (1 per calendar year)	100%	Deductible, 80%	If additional pap smears needed based on medical necessity they will be covered
37. Home Health Care	100%	Deductible, 80%	120 visits per calendar year
38. Hospice	100%	Deductible, 80%	
39. Assistant Surgery	100%	Deductible, 80%	
40. Obstetrical Employee/ Spouse and Dependent	100%	Deductible, 80%	
41. Emergency Accident/ Emergency Medical Care	\$50 copay for emergency room (waived if admitted)	\$50 copay for emergency room (waived if admitted)	
42. Ambulance	100%	Deductible, 80%	
43. Human Organ Transplant (Tissue & Organ Combined)	100%	Deductible, 80%	
44. Prescription Drugs (In-Network benefits handled through RX Prime)	\$5 copay (excluding oral contraceptives), mandatory generic; \$15 brand (Effective 9/1/99)	80% (not subject to deductible)	Mail Order (90 day supply) \$10 copay -- generic \$30 copay -- brand (Effective 9/1/99)
45. Consultation In-Hospital	100%	Deductible, 80%	
46. Private Duty Nurse (Non-Cust.)	100%	Deductible, 80%	
47. Durable Medical Equipment	100%	Deductible, 80%	

Benefit Description	In-Network	Out-of-Network	Notes
48. Cosmetic	Generally excluded	Generally excluded	Routine cosmetic surgery not covered. If due to an accident or birth defect, may be a covered expense
49. Accidental Death	100%	Deductible, 80%	
50. Elective Abortions	100%	Deductible, 80%	
51. Artificial Limbs/Eyes (Initial/Replacement)	100%	Deductible, 80%	
52. Oral Surgery In/Outpatient Hospital	100%	Deductible, 80%	
53. Chiropractor (including X-rays)	\$5 copay, then 100% (subject to 16 visits per calendar year, subject to utilization review)	Deductible, 80% subject to 16 visits per calendar year maximum; Cross accumulates between in and out of network	
54. Dialysis	100%	Deductible, 80%	
55. Chemotherapy – Outpatient	\$5 copay, then 100%	Deductible, 80%	
56. Physical Therapy – Out-Patient	\$5 copay, then 100%	Deductible, 80%	Limited to 60 consecutive days per condition, subject to utilization review. This 60 consecutive days cross accumulates between in and out of network
57. Second Opinion for Elective Surgery	\$5 copay, then 100%	Deductible, 80%	
58. Blood	100%	Deductible, 80%	
59. Sterilization	100%	Deductible, 80%	
60. Reversal of Sterilization	Excluded	Excluded	
61. Lifetime Maximum Benefit	Unlimited	Unlimited	
62. Maximum Out-of-Pocket Psychiatric and Substance Abuse Services	N/A	N/A	
63. Dependent Age Limit	23	23	
64. Maternity Eligibility	Includes dependent children	Includes dependent children	

APPENDIX A-21 (cont.)

Benefit Description	In-Network	Out-of-Network	Notes
65. Pre-Existing Condition Waiting Period (New Enrollees)	12/6/12	12/6/12	Applies to new hires only
66. Health Care Management Pre-certification Requirements	Provider responsibility	Patient responsibility	Patient initiates pre-certification whether in or out of network
67. Other	<p><u>CIGNA</u></p> <p>Skilled nursing: 120 days/ Calendar year – 100%</p> <p>Home Health: 120 visits/ Calendar year – 100%</p>	<p><u>CIGNA</u></p> <p>Deductible, 80%</p> <p>Deductible, 80%</p>	
68. Medically necessary doctor prescribed orthotic devices	100%	Deductible, 80%	