



# *Master Agreement*

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between the  
Pickerington Education Association  
and the  
Pickerington Board of Education

Effective midnight, June 30, 2015 through midnight, June 30, 2018

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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**

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 Interns, all other certificated/licensed administrators, Dean of Students, Coordinators, Head Nurse, Athletic Supervisors, supervisory employees, casual employees, and substitutes that work less than sixty (60) consecutive days in the same assignment.

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 and 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 bargaining team. (Reference: Article 18)

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 and presented 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 upon 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.

**ASSOCIATION RIGHTS**

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

**A. ASSOCIATION PRESIDENT RELEASE TIME**

A unit member in the position of President of the Pickerington Education Association, upon agreement with the Superintendent/designee, will be granted a leave of absence between one-half (1/2) and full-time over the period of one (1) school year. The request shall be submitted by February 1<sup>st</sup> of the school year preceding the year for which the leave is requested. (In the first year of full-time release, the Association shall notify the Superintendent no later than April 1<sup>st</sup> of the school year preceding the year for which the leave is requested.)

For the year in which the leave is taken, the President of the Association shall receive the same salary benefits, under the same conditions as he/she would receive if not on such leave provided that:

1. The Association shall reimburse the Board for the full amount of the salary including the Board's share of STRS, and Board provided benefits to the President of the Association while on leave. If the Association President's leave is full-time, the Association will reduce its reimbursement up to \$10,000. Such reimbursement to the Board shall be made no later than thirty (30) days after receipt of an itemized statement from the district's treasurer, which will include salary, STRS, and any other fringe benefit costs. By virtue of this arrangement, the Board of Education will not be held responsible for any additional expenditures.
2. Reasonable effort shall be made to replace the President of the Association while on leave with a unit member who is qualified and experienced in the President's subject area(s) of instruction and to do so in a manner which will provide consistent quality education for students.
3. The replacement unit member's contract, if applicable, will be one year in duration and be automatically non-renewed due to filling in for a leave of absence.
4. The schedule configuration or possible temporary reassignment of the President will be determined by the President, the respective building principal, and the Superintendent/designee. The President's schedule configuration and possible temporary assignment will be subject to final approval by the Superintendent.
5. The President will be expected to continue in his/her professional capacity as a teacher in the building, including attendance at staff meetings, Professional Development, parent-teacher conferences, open house and any other required activities relative to the President's position as a teacher. In situations of scheduling conflicts, the President will resolve the conflict in consultation with the Superintendent and/or designee.
6. The leave time shall be used on activities, which benefit the District and unit members.
7. The President of the Association will be expected to maintain a regular daily schedule within the school district with any out of district activities being specifically related to Association responsibilities.
8. The year during which the leave is taken by the President of the Association shall count as a full year on the salary schedule and for purposes of length of service in the district and while on such leave, the President shall be considered a full-time employee for purposes of any reduction in force.

9. Upon completion of the leave, the President will return to a similar position of full-time status as held prior to the leave.
10. This release time shall be in addition to the Association Leave provided for the President in Article 18, Section B (2) of the Master Agreement.

**B. 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.

**C. USE OF SCHOOL EQUIPMENT**

Use of school equipment such as: printers, copiers, email 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.

**D. USE OF BULLETIN BOARDS**

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

**E. SCHOOL COMMUNICATION**

The Association has the right to use the regular school mailboxes and email. An email 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.

**F. IDENTIFYING INSIGNIA**

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

**G. 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<sup>st</sup>. Thereafter, any new hire must file paperwork within forty-five (45) days of hire date. Deductions will be evenly distributed over remaining pays ending with the first pay in August.

**H. INFORMATION CONCERNING BOARD MEETINGS**

The Association President and Vice-President 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.

**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 if such meeting is held; otherwise, the Association representatives shall have twenty (20) minutes during the first building meeting of the school year to meet with Association members in that building. 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. The Administration and the Association shall mutually develop and present a maximum of one (1) hour orientation for new unit members regarding provisions of the Master Agreement during their orientation meeting at 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**

1. The following provision applies to all bargaining unit members.
  - 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 30<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 30<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<sup>st</sup> 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. The procedure 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 States 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).

## **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, 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; and
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.

**SALARY SCHEDULE (2015-2016) 2.75%**

<u>YEARS</u>	<u>BA</u>	<u>BA150</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
0	\$38,938 1.0000	\$42,442 1.0900	\$46,726 1.2000	\$48,867 1.2550	\$51,009 1.3100	\$53,150 1.3650
1	\$40,710 1.0455	\$44,214 1.1355	\$48,887 1.2555	\$51,028 1.3105	\$53,170 1.3655	\$55,311 1.4205
2	\$42,481 1.0910	\$45,986 1.1810	\$51,048 1.3110	\$53,189 1.3660	\$55,331 1.4210	\$57,472 1.4760
3	\$44,253 1.1365	\$47,757 1.2265	\$53,209 1.3665	\$55,350 1.4215	\$57,492 1.4765	\$59,634 1.5315
4	\$46,025 1.1820	\$49,529 1.2720	\$55,370 1.4220	\$57,511 1.4770	\$59,653 1.5320	\$61,795 1.5870
5	\$47,796 1.2275	\$51,301 1.3175	\$57,531 1.4775	\$59,672 1.5325	\$61,814 1.5875	\$63,956 1.6425
6	\$49,568 1.2730	\$53,072 1.3630	\$59,692 1.5330	\$61,834 1.5880	\$63,975 1.6430	\$66,117 1.6980
7	\$51,340 1.3185	\$54,844 1.4085	\$61,853 1.5885	\$63,995 1.6435	\$66,136 1.6985	\$68,278 1.7535
8	\$53,111 1.3640	\$56,616 1.4540	\$64,014 1.6440	\$66,156 1.6990	\$68,297 1.7540	\$70,439 1.8090
9	\$54,883 1.4095	\$58,388 1.4995	\$66,175 1.6995	\$68,317 1.7545	\$70,458 1.8095	\$72,600 1.8645
10	\$56,655 1.4550	\$60,159 1.5450	\$68,336 1.7550	\$70,478 1.8100	\$72,619 1.8650	\$74,761 1.9200
11	\$58,426 1.5005	\$61,931 1.5905	\$70,497 1.8105	\$72,639 1.8655	\$74,780 1.9205	\$76,922 1.9755
12	\$60,198 1.5460	\$63,703 1.6360	\$72,658 1.8660	\$74,800 1.9210	\$76,941 1.9760	\$79,083 2.0310
13	\$61,970 1.5915	\$65,474 1.6815	\$74,819 1.9215	\$76,961 1.9765	\$79,103 2.0315	\$81,244 2.0865
14	\$64,131 1.6470	\$67,635 1.7370	\$76,980 1.9770	\$79,122 2.0320	\$81,264 2.0870	\$83,405 2.1420
18	\$66,292 1.7025	\$69,796 1.7925	\$79,141 2.0325	\$81,283 2.0875	\$83,425 2.1425	\$85,566 2.1975
22	\$68,453 1.7580	\$71,957 1.8480	\$81,303 2.0880	\$83,444 2.1430	\$85,586 2.1980	\$87,727 2.2530
27	\$70,614 1.8135	\$74,118 1.9035	\$83,464 2.1435	\$85,605 2.1985	\$87,747 2.2535	\$89,888 2.3085

**SALARY SCHEDULE (2016-2017) 2.25%**

<u>YEARS</u>	<u>BA</u>	<u>BA150</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
0	\$39,814 1.0000	\$43,397 1.0900	\$47,777 1.2000	\$49,967 1.2550	\$52,156 1.3100	\$54,346 1.3650
1	\$41,626 1.0455	\$45,209 1.1355	\$49,986 1.2555	\$52,176 1.3105	\$54,366 1.3655	\$56,556 1.4205
2	\$43,437 1.0910	\$47,020 1.1810	\$52,196 1.3110	\$54,386 1.3660	\$56,576 1.4210	\$58,765 1.4760
3	\$45,249 1.1365	\$48,832 1.2265	\$54,406 1.3665	\$56,596 1.4215	\$58,785 1.4765	\$60,975 1.5315
4	\$47,060 1.1820	\$50,643 1.2720	\$56,616 1.4220	\$58,805 1.4770	\$60,995 1.5320	\$63,185 1.5870
5	\$48,872 1.2275	\$52,455 1.3175	\$58,825 1.4775	\$61,015 1.5325	\$63,205 1.5875	\$65,394 1.6425
6	\$50,683 1.2730	\$54,266 1.3630	\$61,035 1.5330	\$63,225 1.5880	\$65,414 1.6430	\$67,604 1.6980
7	\$52,495 1.3185	\$56,078 1.4085	\$63,245 1.5885	\$65,434 1.6435	\$67,624 1.6985	\$69,814 1.7535
8	\$54,306 1.3640	\$57,890 1.4540	\$65,454 1.6440	\$67,644 1.6990	\$69,834 1.7540	\$72,024 1.8090
9	\$56,118 1.4095	\$59,701 1.4995	\$67,664 1.6995	\$69,854 1.7545	\$72,043 1.8095	\$74,233 1.8645
10	\$57,929 1.4550	\$61,513 1.5450	\$69,874 1.7550	\$72,063 1.8100	\$74,253 1.8650	\$76,443 1.9200
11	\$59,741 1.5005	\$63,324 1.5905	\$72,083 1.8105	\$74,273 1.8655	\$76,463 1.9205	\$78,653 1.9755
12	\$61,552 1.5460	\$65,136 1.6360	\$74,293 1.8660	\$76,483 1.9210	\$78,672 1.9760	\$80,862 2.0310
13	\$63,364 1.5915	\$66,947 1.6815	\$76,503 1.9215	\$78,692 1.9765	\$80,882 2.0315	\$83,072 2.0865
14	\$65,574 1.6470	\$69,157 1.7370	\$78,712 1.9770	\$80,902 2.0320	\$83,092 2.0870	\$85,282 2.1420
18	\$67,783 1.7025	\$71,367 1.7925	\$80,922 2.0325	\$83,112 2.0875	\$85,301 2.1425	\$87,491 2.1975
22	\$69,993 1.7580	\$73,576 1.8480	\$83,132 2.0880	\$85,321 2.1430	\$87,511 2.1980	\$89,701 2.2530
27	\$72,203 1.8135	\$75,786 1.9035	\$85,341 2.1435	\$87,531 2.1985	\$89,721 2.2535	\$91,911 2.3085

**SALARY SCHEDULE (2017-2018) 2.25%**

<u>YEARS</u>	<u>BA</u>	<u>BA150</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
0	\$40,710 1.0000	\$44,374 1.0900	\$48,852 1.2000	\$51,091 1.2550	\$53,330 1.3100	\$55,569 1.3650
1	\$42,562 1.0455	\$46,226 1.1355	\$51,111 1.2555	\$53,350 1.3105	\$55,590 1.3655	\$57,829 1.4205
2	\$44,415 1.0910	\$48,079 1.1810	\$53,371 1.3110	\$55,610 1.3660	\$57,849 1.4210	\$60,088 1.4760
3	\$46,267 1.1365	\$49,931 1.2265	\$55,630 1.3665	\$57,869 1.4215	\$60,108 1.4765	\$62,347 1.5315
4	\$48,119 1.1820	\$51,783 1.2720	\$57,890 1.4220	\$60,129 1.4770	\$62,368 1.5320	\$64,607 1.5870
5	\$49,972 1.2275	\$53,635 1.3175	\$60,149 1.4775	\$62,388 1.5325	\$64,627 1.5875	\$66,866 1.6425
6	\$51,824 1.2730	\$55,488 1.3630	\$62,408 1.5330	\$64,647 1.5880	\$66,887 1.6430	\$69,126 1.6980
7	\$53,676 1.3185	\$57,340 1.4085	\$64,668 1.5885	\$66,907 1.6435	\$69,146 1.6985	\$71,385 1.7535
8	\$55,528 1.3640	\$59,192 1.4540	\$66,927 1.6440	\$69,166 1.6990	\$71,405 1.7540	\$73,644 1.8090
9	\$57,381 1.4095	\$61,045 1.4995	\$69,187 1.6995	\$71,426 1.7545	\$73,665 1.8095	\$75,904 1.8645
10	\$59,233 1.4550	\$62,897 1.5450	\$71,446 1.7550	\$73,685 1.8100	\$75,924 1.8650	\$78,163 1.9200
11	\$61,085 1.5005	\$64,749 1.5905	\$73,705 1.8105	\$75,945 1.8655	\$78,184 1.9205	\$80,423 1.9755
12	\$62,938 1.5460	\$66,602 1.6360	\$75,965 1.8660	\$78,204 1.9210	\$80,443 1.9760	\$82,682 2.0310
13	\$64,790 1.5915	\$68,454 1.6815	\$78,224 1.9215	\$80,463 1.9765	\$82,702 2.0315	\$84,941 2.0865
14	\$67,049 1.6470	\$70,713 1.7370	\$80,484 1.9770	\$82,723 2.0320	\$84,962 2.0870	\$87,201 2.1420
18	\$69,309 1.7025	\$72,973 1.7925	\$82,743 2.0325	\$84,982 2.0875	\$87,221 2.1425	\$89,460 2.1975
22	\$71,568 1.7580	\$75,232 1.8480	\$85,002 2.0880	\$87,242 2.1430	\$89,481 2.1980	\$91,720 2.2530
27	\$73,828 1.8135	\$77,491 1.9035	\$87,262 2.1435	\$89,501 2.1985	\$91,740 2.2535	\$93,979 2.3085

## **SALARY SCHEDULE RULES AND REGULATIONS/PROFESSIONAL GROWTH**

### **A. SALARY SCHEDULE RULES AND REGULATIONS**

1. Schedule is based on one hundred eighty-six (186) days of annual service. (Reference: Article 29)
2. Schedule is based on one hundred eighty-seven (187) days for new unit members, plus two (2) pre-employment service days. Unit members who attend the pre-employment service days shall be paid a \$250.00 stipend. The stipend will be paid to unit members on the first possible pay date after completion.
3. A base salary increase of 2.75 percent will be implemented for all unit members for the 2015-2016 contract year. All salary increases shall be retroactive to the beginning of the 2015-2016 school year.
4. A base salary increase of 2.25 percent will be implemented for all unit members for the 2016-2017 contract year. The Board will pay a one-time stipend of \$1,860 to all unit members, paid in equal parts on the December 20<sup>th</sup> and May 20<sup>th</sup> pays prorated on their FTE status, for the 2016-2017 school year.
5. A base salary increase of 2.25 percent will be implemented for all unit members for the 2017-2018 contract year.
6. 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<sup>th</sup> 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 in October for unit members who submit verification of additional training prior to September 15<sup>th</sup>. This increase will be retroactive to the beginning of the contract year and will be prorated over the remaining pays.
- Second pay period in February for unit members who submit verification of additional training by January 31<sup>st</sup>. This increase will be calculated on a per diem basis from the first workday 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<sup>th</sup>. This increase will be calculated on a per diem basis from May 15<sup>th</sup> and prorated over the remaining pays.
- See calculation reference sheets in Appendix 1.
- When a filing deadline falls on a date school is scheduled to be closed, verification must be submitted by the last previous date that school is open.

7. Unit members new to the system who have not previously retired from the teaching profession, and/or a public sector retirement system, may be given full credit for each year of service as a regular public school teacher up to ten (10) years, including up to five (5) years of military service.
8. Eight (8) continuous months or more of active military service shall equal one year of 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 a 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.
9. The 150-hour column shall be defined as at least 150 semester hours and a bachelor's degree.
10. 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 master's 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.
11. Part-time unit members who do not work every day shall be permitted to move on the salary schedule every two years provided that they have served the equivalent of 120 full workdays or more as of the end of the second year.

**B. PROFESSIONAL GROWTH**

Each unit member who earns additional professional growth 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 \$120,500 per fiscal year during the term of this contract.

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. This requirement may be waived by the Human Resources Director if courses are required to achieve Highly Qualified Teacher status or to complete appropriate licensure for high need areas.
- b. Courses considered for reimbursement:
  - i. Courses required for renewal of current license/certificate taken in current content area;
  - ii. Courses necessary to upgrade an existing license/endorsements;
  - iii. Courses necessary to earn additional license/endorsements;
  - iv. Courses required by the Human Resources Director to meet Highly Qualified Teacher status.
- c. There shall be four (4) "Pro-Growth Terms" each year, during which time a unit member may request reimbursement for eligible courses.

- i. 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 (2/5) of the funds allocated to each group made available for the summer pro-growth term.
  - ii. For yearlong courses, the deadline for submission of grade slips or a letter from the university and a copy of paid fees or copy of paid university fee receipt is forty-five (45) days after receipt of grade slips or letter. Unit members will receive reimbursement stipends for yearlong courses in lump sum payment within thirty (30) calendar days of the close of whichever pro-growth term the submission falls into.
  - iii. The deadline for submission of grade slips or a letter from the university and a copy of paid fee university receipt for each Pro-Growth Term shall be as follows:
    - Spring Semester/Quarter - received by Treasurer no later than June 30<sup>th</sup>, pay by July 31<sup>st</sup>.
    - Summer Term - received by Treasurer no later than September 30<sup>th</sup>, pay by October 31<sup>st</sup>.
    - Fall Semester/Quarter - received by Treasurer no later than January 31<sup>st</sup>, pay by February 28<sup>th</sup>.
    - Winter Quarter - received by Treasurer no later than April 30<sup>th</sup>, pay by May 31<sup>st</sup>.

Each FY reimbursement period shall begin with courses taken in the spring semester/spring term and submitted according to the schedule above.
  - iv. 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.
  - v. Cancelled checks and bankcard bills will not be accepted as verification of fee payment.
  - vi. Unit members will receive reimbursement stipends in lump sum payment within thirty (30) calendar days after the close of each Pro-Growth Term.
  - vii. In no case shall a unit member receive more in reimbursement than the cost of the actual fees.
- d. 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 requests approved by the Human Resources Department 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 PEA 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 fiscal year (July 1<sup>st</sup> thru June 30<sup>th</sup>) shall be twenty-four (24) quarter hours or sixteen (16) semester hours when paid in accordance with paragraph 1 (C) (3) of this Article. 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.

Reference: Appendix A-3  
Appendix A-4

**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 following schedule shall be used to determine compensation for supplemental duties:

<b>GROUP</b>	<b>0</b>	<b>1&amp;2</b>	<b>3&amp;4</b>	<b>5&amp;6</b>	<b>7&amp;8</b>	<b>9&amp;10</b>	<b>11&amp;12</b>	<b>13&amp;14</b>	<b>15 or more</b>	<b>16 or more</b>
1	\$3,000	\$3,500	\$4,000	\$4,500	\$5,000	\$5,500	\$6,000	\$6,500	\$7,000	\$7,250
2	\$2,500	\$3,250	\$3,500	\$4,000	\$4,250	\$4,750	\$5,000	\$5,250	\$5,500	\$5,750
3	\$2,250	\$2,500	\$2,750	\$3,000	\$3,500	\$3,750	\$4,000	\$4,250	\$4,500	\$4,750
4	\$2,000	\$2,250	\$2,500	\$2,750	\$3,000	\$3,250	\$3,500	\$3,750	\$4,000	\$4,250
5	\$1,500	\$1,650	\$1,800							
6 and 6B	\$1,200	\$1,350	\$1,500							

**RULES AND REGULATIONS**

- A. Experience shall be defined as paid, previous experience in the same sport or activity.
- B. Coaches and advisors of activities new to the Pickerington School District may be given 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 ten (10) years of credit. The Board may grant additional experience credit beyond ten (10) years. Initial placement for reemployed teachers for any supplemental positions shall not exceed five (5) years credit on the supplemental salary schedule.
- C. Coaches or advisors who have 0 years of experience in said activity and either: (1) move from one sport or extra-curricular activity to a different sport or extra-curricular activity, or (2) are awarded a supplemental contract for a new sport or extra-curricular activity, shall be placed at step 0 of the supplemental salary schedule for the new sport or extra-curricular activity.
- D. Members holding a supplemental contract in Group II or below who move to Group I within the same sport shall be placed at the lowest step in Group I, which results in an increase in the member’s pay.
- E. Compensation for a supplemental shared by more than one person shall be paid on a pro-rata basis according to the number of persons holding the supplemental contract in increments of .25, .333, .50, .667 or .75. The years of credit applied to a shared supplemental contract shall be determined by the number of years and experience per individual.
- F. When a new supplemental duty position develops, the Superintendent or designee shall determine the Group placement after consultation with the Director of Student Activities 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 Group placement. In the event that the Association disagrees with the Group placement of the positions, the Board and the Association agree to meet within thirty (30) days of a written request by the Association to discuss this subject.
- G. The Board retains the right to determine when a supplemental vacancy exists as indicated in Board Policy IGDE.
  - 1. Student interest and participation is sufficient to justify the sport or activity.

2. A qualified individual applies to fill the posted vacancy.
- H. 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.
  - I. All non-bargaining unit members holding extra-curricular supplemental contracts will automatically non-renew at the end of each school year. These positions will be posted yearly with notification to all unit members. Interested members will follow notification procedures per the respective posting. A non-bargaining unit member will not be employed until unit members have been interviewed. Final selection shall be made based on qualifications as determined by the Director of Student Activities. The Superintendent will have the final decision to recommend supplemental assignments to the Board for approval.
  - J. 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 (if qualified) or be given first consideration when a vacancy becomes known.
  - K. 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.
  - L. All supplemental salaries will be calculated to the nearest dollar.
  - M. 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 Director of Student Activities.
  - N. Following approval by the Board of Education, all supplemental contracts shall be paid in accordance with the following pay schedule:
    1. Fall Season – September through second August pay period
    2. Winter Season – December through second August pay period
    3. Spring Season – March through second August pay period
    4. Year-long Activities – September through second August pay period
  - O. Any overpayments will be deducted from the member's paycheck.
  - P. Head coach/designee may be entitled, upon approval by the Director of Student Activities, to reimbursement for one (1) required clinic, workshop/conference per school year per sport that the head coach or designee attends in person. The clinic, workshop/conference must include the mandatory rules interpretation meeting. Total reimbursement for the workshop/conference shall not exceed one hundred-fifty dollars (\$150) registration. All athletic clinics, workshops/conferences submittal forms are turned into the building athletic department for approval. (Reference Appendix A-15)

All non-required clinics, workshops/conferences are at the expense of the participant including the cost of a substitute teacher. Athletic clinic, workshop/conference approval forms are turned into the athletic

department. Non-athletic clinic, workshop/conference approval forms are turned into the building principal. (Reference Appendix A-15)

- Q. All high school head coaches and marching band directors (between spring and summer supplemental contracts) are permitted a maximum of ten (10) student contact days. This pre-season conditioning pay shall be at the rate of \$50.00 per day. Documentation is required.
- R. Stipends are to be paid according to the OHSAA post-season tournament schedule.

<b>Sport</b>	<b>FTE</b>	<b>Weeks*</b>	<b>Weekly Stipend</b>
Football	9	3	\$100
Cheerleading	1	3	\$100
Band	1	3	\$100
Baseball	2	2	\$100
Softball	2	2	\$100
Basketball (Girls & Boys)	2	2	\$100
Soccer (Girls & Boys)	2	2	\$100
Volleyball (Girls)	2	2	\$100
Volleyball (Boys)	1	1	\$100
Wrestling	1	1	\$100
Swimming (Boys & Girls)	1	1	\$100
Tennis (Boys & Girls)	1	1	\$100
Golf (Boys & Girls)	1	1	\$100
Track (Boys & Girls)	2	1	\$100
Cross Country (Boys & Girls)	2	1	\$100

\* Weekly stipends are paid the final number of identical weeks of the OHSAA post-season tournament schedule.

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

### **GROUP I**

Head Football Coach  
Head Basketball Coach  
Head Wrestling Coach  
Marching Band Director (Summer and Fall)  
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  
Head Cheerleading Coach (Fall and Winter)

### **GROUP II**

HS Varsity Assistant Coaches of **Group I** identified sports  
JV Coaches of **Group I** identified sports  
Freshman Coaches of **Group I** identified sports  
HS Assistant Marching Band Director (Summer and Fall)  
HS Drama Director  
HS Musical Director

### **GROUP III**

JH Head Coach  
JH Cheerleading Coach (Fall and Winter)  
Strength Coach  
HS Vocal Ensemble Director (Chorale)  
Attached Units Advisor

### **GROUP IV**

Assistant JH Coaches  
HS Band Director (Winter and Spring)

### **GROUP V**

HS Student Council Advisor  
HS Senior Class Advisor  
HS Junior Class Advisor  
HS Dance Team Advisor  
HS Honor Society Advisor  
QST HS  
QST JH  
JH Student Council Advisor  
Special Olympics Advisor  
SADD Advisor

### **GROUP VI**

Industrial Tech Maintenance (1/2 increment)  
Panther/Tiger Tech Crew  
HS Theatre/Musical Assistant  
HS Assistant Band Director (Winter & Spring)  
FCCLA Advisor  
HS Strings Ensemble  
Percussion Ensemble  
Newspaper  
Yearbook  
In The Know  
Science Olympiad  
Mock Trial

### **GROUP VI-B**

High School Clubs  
Junior High Clubs  
Middle School Clubs

All Activities in Group VI-B carry a Board-approved student fee. The advisor stipend is the total of the student fees collected per activity, including benefits, not to exceed the compensation in Article 9, Group 6B. Additional High School, Junior High and Middle School clubs may be petitioned for via the building FLT (Faculty Leadership Team) (according to the procedure in Article 36).

**EXTRA-CURRICULAR STIPENDS**

A. Athletic Event Supervisor Stipends

<b><u>Season/Building Level</u></b>	<b><u>Fall</u></b>	<b><u>Winter</u></b>	<b><u>Spring</u></b>
<b>High School</b>	\$2,500	\$1,200	\$1,000
<b>Junior High</b>	\$1,500	\$1,000	\$800

B. A stipend of \$600 will be provided to each high school for the combined position of Freshman/Sophomore Class Advisor. Position may be separated for ½ stipend.

**ACADEMIC STIPENDS**

A. A stipend of \$800 will be provided to each junior high school Yearbook and Science Olympiad Advisor. These positions may be separated for ½ stipend.

B. A stipend of \$500 will be provided for up to seven (7) BLT/TBT Leads per building in grades K-6.

C. The positions of JH Vocal Ensemble Director, JH Instrumental Instructor, and JH Strings Ensemble Director will receive a \$60.00 stipend for each performance beyond their job description and outside the regular school day. These assignments are limited to a maximum number of ten (10) performances per school year per building.

**DEPARTMENT HEADS**

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

<u>High School</u>	<u>Junior High</u>
Foreign Language	Language Arts
Guidance	Social Studies
Language Arts	Math
Math	Science
Science	Special Education
Social Studies	Art (1/4 increment)
Special Education	Industrial Technology (1/4 increment)
Art (3/4 increment)	Music (1/4 increment)
Industrial Technology (3/4 increment)	Physical Education (1/4 increment)
Music (1/2 increment)	
Phys. Ed/Health (1/2 increment)	

B. Department heads will receive a sum of \$3,200.00 based on 1.0 FTE.

C. Duties and responsibilities will be established by the Superintendent/designee.

D. 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.

- E. In the event that department head positions are not established, no unit member shall be asked or required to perform department head duties.
- F. The Association may request an increase in Department Head increments from one-half to full.

**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.

- A. Mileage expenses associated with traveling to and from meetings conducted or coordinated by the ESC. Normally, mileage for such meetings will be computed from the member’s assigned building.
- B. 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:

	<b><u>One-Way</u></b>	<b><u>Round Trip</u></b>
	<b><u>Distance</u></b>	<b><u>Distance</u></b>
Pickerington Elementary to Violet Elementary .....	2.8	5.6
Pickerington Elementary to Fairfield Elementary .....	3.0	6.0
Pickerington Elementary to Heritage Elementary .....	1.6	3.2
Pickerington Elementary to Ridgeview Junior High .....	1.1	2.2
Pickerington Elementary to Pickerington High School Central .....	1.8	3.6
Violet Elementary to Fairfield Elementary .....	2.3	4.6
Violet Elementary to Heritage Elementary .....	1.8	3.6
Violet Elementary to Ridgeview Junior High .....	3.4	6.8
Violet Elementary to Pickerington High School Central .....	4.2	8.4
Fairfield Elementary to Heritage Elementary .....	4.1	8.2
Fairfield Elementary to Ridgeview Junior High .....	4.0	8.0
Fairfield Elementary to Pickerington High School Central .....	4.9	9.8
Tussing Elementary to Fairfield Elementary .....	3.6	7.2
Tussing Elementary to Violet Elementary .....	5.1	10.2
Tussing Elementary to Pickerington Elementary .....	4.4	8.8
Tussing Elementary to Heritage Elementary .....	6.9	13.8
Tussing Elementary to Ridgeview Junior High .....	5.3	10.6
Tussing Elementary to Pickerington High School Central .....	6.0	12.0
Heritage Elementary to Ridgeview Junior High .....	0.8	1.6
Heritage Elementary to Pickerington High School Central .....	1.4	2.8
Ridgeview JH to Pickerington High School Central .....	0.7	1.4
Harmon Middle School to Fairfield Elementary .....	1.1	2.2
Harmon Middle School to Tussing Elementary .....	3.8	7.6
Harmon Middle School to Violet Elementary .....	1.1	2.2
Harmon Middle School to Heritage Elementary .....	2.9	5.8
Harmon Middle School to Pickerington Elementary .....	2.5	5.0
Harmon Middle School to Ridgeview Junior High .....	3.4	6.8
Harmon Middle School to Pickerington High School Central .....	4.1	8.2
Harmon Middle School to Diley Middle School .....	3.3	6.6



	<u>One-Way</u>	<u>Round Trip</u>
Diley Middle School to Fairfield Elementary .....	3.7	7.4
Diley Middle School to Tussing Elementary .....	5.0	10.0
Diley Middle School to Violet Elementary .....	3.5	7.0
Diley Middle School to Heritage Elementary .....	2.0	4.0
Diley Middle School to Pickerington Elementary .....	1.1	2.2
Diley Middle School to Ridgeview Junior High .....	1.6	3.2
Diley Middle School to Pickerington High School Central .....	2.3	4.6
Diley Middle School to Harmon Middle School .....	3.3	6.6
Pickerington High School North to Lakeview Junior High .....	0.4	0.8
Pickerington High School North to Pickerington High School Central .....	3.2	6.4
Pickerington High School North to Ridgeview Junior High .....	2.7	5.4
Pickerington High School North to Heritage Elementary .....	2.0	4.0
Pickerington High School North to Violet Elementary .....	1.4	2.8
Pickerington High School North to Harmon Middle School .....	2.3	4.6
Pickerington High School North to Fairfield Elementary .....	3.4	6.8
Pickerington High School North to Tussing Elementary .....	5.3	10.6
Pickerington High School North to Pickerington Elementary .....	3.6	7.1
Pickerington High School North to Diley Middle School .....	4.1	8.2
Lakeview Junior High to Pickerington High School Central .....	3.6	7.2
Lakeview Junior High to Ridgeview Junior High .....	3.1	6.2
Lakeview Junior High to Heritage Elementary .....	2.4	4.8
Lakeview Junior High to Violet Elementary .....	1.8	3.6
Lakeview Junior High to Harmon Middle School .....	2.7	5.4
Lakeview Junior High to Fairfield Elementary .....	3.8	7.6
Lakeview Junior High to Tussing Elementary .....	5.7	11.4
Lakeview Junior High to Pickerington Elementary .....	4.0	8.0
Lakeview Junior High to Diley Middle School .....	4.5	9.0
Sycamore Creek Elementary to Pickerington High School Central .....	1.5	3.0
Sycamore Creek Elementary to Ridgeview Junior High .....	1.7	3.4
Sycamore Creek Elementary to Diley Middle School .....	1.8	3.6
Sycamore Creek Elementary to Harmon Middle School .....	5.0	10.0
Sycamore Creek Elementary to Pickerington Elementary .....	2.8	5.6
Sycamore Creek Elementary to Fairfield Elementary .....	5.6	11.2
Sycamore Creek Elementary to Violet Elementary .....	5.0	10.0
Sycamore Creek Elementary to Lakeview Junior High .....	6.8	13.6
Toll Gate Elementary/Middle School to Pickerington High School North .....	1.4	2.8
Toll Gate Elementary/Middle School to Lakeview Junior High .....	1.8	3.6
Toll Gate Elementary/Middle School to Violet Elementary .....	2.6	5.2
Toll Gate Elementary/Middle School to Harmon Middle School .....	3.6	7.2
Toll Gate Elementary/Middle School to Fairfield Elementary .....	4.7	9.4
Toll Gate Elementary/Middle School to Tussing Elementary .....	7.2	14.4
Toll Gate Elementary/Middle School to Pickerington Elementary .....	5.3	10.6
Toll Gate Elementary/Middle School to Heritage Elementary .....	3.1	6.2
Toll Gate Elementary/Middle School to Ridgeview Junior High .....	3.7	7.4
Toll Gate Elementary/Middle School to Pickerington High School Central .....	4.3	8.6
Toll Gate Elementary/Middle School to Sycamore Creek Elementary .....	5.5	11.0
Toll Gate Elementary/Middle School to Diley Middle School .....	5.2	10.4

- C. Athletic travel, resulting from scouting opponents, shall be the financial responsibility of the athletic department.
- D. 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.
- E. 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.
- F. Extra-curricular activities involving trips from home to school and back home shall not constitute reimbursed mileage.
- G. 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 lunchtime or conference periods. Traveling teachers will be scheduled adequate time for lunch, travel and planning period.

Reference: Appendix A-5

**INSURANCE BENEFITS**

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

**A. HOSPITALIZATION AND MAJOR MEDICAL**

The terms of the health insurance plan are listed in Appendix 6 for informational purposes. Plan changes may be made during the term of the Master Agreement by agreement of the Insurance Committee, and as approved by the Board of Education and the Pickerington Education Association. The Board will provide the current health plan, or one or more health insurance plans as recommended by the insurance committee and approved by the Board, with Board contributions as follows:

<b>Single coverage</b>	Board pays 80% Employee pays 20%
<b>Family Coverage</b>	Board pays 80% Employee pays 20%

1. The Board will offer a Section 125 plan with medical and dental insurance.
  - a. Flexible Spending Account (IRS 125). The District will provide a Flexible Spending Account for employee pre-tax contribution medical and childcare expenses to be paid by pre-tax dollars in keeping with provisions of IRS Code 125. The Plan's administrative fees, if any, will be paid by the Board of Education.
  - b. Flexible Spending Account (IRS 125) for Premium Contribution. The District will continue to provide for the employee contribution to medical and dental insurance premiums to be paid by pre-tax dollars in keeping with the provisions of IRS Code 125. The administrative fee, if any, will be paid by the Board of Education.
2. Two married full-time unit members may choose either two (2) single policies or one (1) family policy.
3. If the Board receives a holiday pay from the plan provider, the unit member will receive the holiday pay. Unit members will be reimbursed their share in the subsequent pay period. Per O.R.C. 9.833, the Board shall have an actuary review its reserves. If the actuarial review identifies that levels of reserves in the self-insurance fund exceeds the threshold deemed necessary by the actuarial report, any excess funds attributed to unit members of PEA who subscribe to the insurance shall be applied as a premium holiday. In the event of a premium holiday, a premium credit will be made by March 31<sup>st</sup> of the plan year. Such holiday shall be split between PEA and the Board commensurate with insurance splits (i.e. 20%/80%).

4. If the monthly premium costs of the board's health insurance plan increase over the previous year's costs and after negotiations with health care providers and shopping the insurance coverage, the insurance committee will include decrements to the health insurance plan for years two and three (2016-2017, 2017-2018) as follows:

14	-	16%	=	decrements will	=	1%
16.1	-	18%	=	decrements will	=	2.5%
18.1	-	21%	=	decrements will	=	3.5%
21.1+	=			insurance committee shall decrement to an 18.5% increase of the insurance costs		

**B. LIFE INSURANCE**

The Board will pay the full amount of the premium for \$40,000 of group term life insurance for each unit member effective through the life of the contract. Members shall be permitted to purchase up to an additional \$40,000 of life insurance subject to the requirements of the insurer and provided that such additional insurance purchases shall be at no additional cost to the Board. Such additional purchases shall be made through payroll deduction.

**C. DENTAL INSURANCE**

The Board will pay no more than \$55.00 of the monthly premium for dental insurance. Unit members choosing dental insurance will pay the additional cost on a monthly basis through payroll deduction. A copy of the dental plan in effect shall be included in the Appendices. (Reference: Appendix 7)

**D. INSURANCE COMMITTEE**

1. An insurance committee will be formed and maintained 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 be approved in advance by the Board.
2. The initial insurance committee meeting of the school year will take place no later than October 30<sup>th</sup>. The insurance committee will meet not less than once each semester on release time. The committee's responsibilities shall include, but not be limited to reviewing all relevant existing health insurance plans, including medical, dental, and life insurance, to identify the most cost-effective method of providing insurance benefits to the employees of the District, analysis of plans, claims and employee wellness initiative, potential impact of PPACA, and consideration of all other issues that may affect the containment of insurance costs and compliance with the law.
3. The committee shall submit recommendations for changes in insurance plan to the Board and Association. However, no such change shall become effective until approved by the Board and the Association. The Committee shall be co-chaired by an appointee of the Superintendent and an appointee of the Association President. The co-chairs shall jointly schedule and establish the agenda for the insurance committee meetings no later than October 30. Information regarding plan design or rate options developed or provided by the district's insurance consultant will be provided to the co-chairs.

**E. OTHER PROVISIONS**

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. However, unit members hired on or after June 30, 2011 with less than a half-time contract shall not be eligible to receive medical or dental insurance benefits provided in this Agreement.

**F. OPT-OUT INCENTIVE**

1. The Board will pay an annual Opt-Out Incentive to unit members who opt-out of the Board's major medical health insurance plan on or before September 1<sup>st</sup> of each year. The opt-out incentive shall be paid as follows:

Family Plan: \$4,200    Single Plan: \$2,400

2. The lump sum payment shall be made in the last pay in June of each school year.
3. If coverage is dropped for less than twelve (12) months, the incentive payment will be based on the number of whole months during the contract year for which coverage was dropped.
4. For part time unit members, the opt-out incentive will be prorated to reflect the proportion of a full time equivalent (FTE) position held by the unit member.
5. In order to be eligible to receive the opt-out incentive, the unit member must stay off the Board's major medical health insurance plan from September 1<sup>st</sup> through the remainder of that contract year. However, if the unit member experiences a qualifying event (including, but not limited to the unit member's spouse losing his/her job) then, in such event, the unit member will be eligible to immediately resume his/her health insurance coverage through the Board. The unit member's opt-out incentive will be prorated to reflect the percentage of a full contract year that the unit member was off the PLSD Board's health plan.
6. If the employer of the spouse of a unit member has a health insurance open enrollment period that begins after September 1<sup>st</sup>, then the unit member may opt-out of the Board's health insurance plan, through the remainder of that contract year. In such event, the above-referenced health insurance opt-out bonus would be prorated to reflect the percentage of a full contract year that the unit member stays off the Board's health plan. In no instance will a unit member be paid the Opt-Out Incentive if he/she is covered by a spouse or parent who is provided Board paid major medical health insurance.

**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.

- A. The amount to be “picked-up” on behalf of each unit member shall be the percent mandated by STRS of the unit member’s 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.
- B. The pick-up percentage shall apply uniformly to all unit members as a condition of employment.
- C. The pick-up shall apply to all compensation including supplemental earnings thereafter.
- D. 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.
- E. Payment for sick leave, personal leave, severance and supplemental contracts, 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).

## **PAY PERIODS**

Unit members will be paid twenty-four (24) checks per year. Pays will be on the 5<sup>th</sup> and 20<sup>th</sup> of each month. When a pay period falls on a holiday, or on a day school is scheduled to be closed, the paychecks will be available on the preceding workday.

All Board contributions will be shown on the paychecks. Direct deposit notifications will be delivered to employee staff email accounts.

### Direct Deposit

Unit members will have their payroll checks directly deposited into a checking or savings account in a bank or federal credit union 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:

- A. Direct deposit may be elected by June 30<sup>th</sup> for the first pay of the succeeding school year and by November 30<sup>th</sup> for the first pay following January 1<sup>st</sup> of the new calendar year. Once direct deposit is elected, a unit member may not rescind that election for one (1) year.
- B. 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.

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 payday. All time sheets for extra duty must be in the Treasurer's office no later than Friday noon two weeks prior to payday.

In addition to established deductions, unit members may authorize a deduction for the following:

- 1. Contributions to any District-recognized organization (such a contribution would be a minimum of two dollars [\$2.00] per pay period for at least five [5] pay periods).
- 2. Purchase of U.S. Savings Bonds.

All unit members 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.

Unit members may have a deduction for purposes of contributing money to the Pickerington Education Foundation.

### Credit Union

Unit members shall be eligible to participate through payroll deduction in a Lan-Fair Federal Credit Union. 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.

Reference: Appendix A-2

**SEVERANCE PAY**

In accordance with Section 124.391 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 sick leave days according to the following provisions:

A. To be eligible for severance pay, the unit member must meet all of the following: (1) the Board must accept the unit member's resignation for the purpose of retirement; or a former unit member, (2) within 120 calendar days of the unit member's effective date of retirement, the unit member provides the Board with written substantiation from STRS that he/she has been approved for retirement; 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; (3) 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; and (4) the unit member(s) must have been employed by the Pickerington Schools for at least five (5) years at the time of retirement.

B. Severance pay shall be based upon the unit member's accrued but unused sick leave days at the time of retirement, calculated using 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 sixty (260) sick leave days will be paid for sixty-five (65) days.

C. 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.

D. Payment of sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the unit member at that time. Such payment shall be made only once to any unit member.

E. For those unit members who are age 55 or older by the end of the calendar year in which they retire, the Board shall pay, as employer non-elective contributions, the unit member's severance into the employer's 403(b) annuity for purposes of sheltering the unit member's severance pay. Payment in any calendar year shall be made according to limits established by the IRS. Should payment amounts exceed annual IRS limits, residual payments shall be made in the subsequent calendar year(s). For this provision only, if a unit member elects the fixed account, the Board agrees there will be no annual maintenance fee, administrative fee, deferred sales charge or penalties, advisory fees, or mortality expense charges.

Mortality and expenses charges are applicable to the variable fund, and will be charged to the unit member. Charges are made on a pro-rated basis for only the number of days plan funds were in the variable fund.

F. If a unit member is under age fifty-five (55) by the last day of the calendar year in which they retire, then he/she may choose to shelter all or a portion of his/her severance through their employee 457 or 403(b) plan as long as they meet IRS requirements. Otherwise, the unit member's severance pay



shall be paid out within thirty (30) calendar days upon evidence of his/her STRS retirement. Severance pay checks shall be subject to all legal deductions. Eligible unit members shall give written notice to the Board of his/her preferred method of severance payment no later than thirty (30) days prior to their effective date of retirement. If no preference is given to the Board, all of the unit member's severance will be paid out within thirty (30) calendar days through payroll.

- G. Contributions to the unit member's retirement system based upon monies paid or rolled over for accrued unused sick leave will not be made by either the Board or the unit member.
- H. If a unit member, otherwise eligible for retirement and severance pay as stipulated above, dies, payment shall be made to his/her heirs and/or estate in the amount equal to the severance pay for which the unit member would have qualified. Payment of a decedent's severance pay shall be made in accordance with the applicable laws of the State of Ohio.

**NOTIFICATION OF ABSENCE**

A substitute and absence management system will be provided for unit members to notify the District of an absence.

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

The Director of Human Resources or designee shall be designated as the district office employee to deal with unit members' complaints or problems related to the hiring of substitutes.

Any absences that need approval must be put into the absence management system.

The appropriate forms are required for professional leave per Article 19. (Appendix A-14)

The appropriate forms are required to attend athletic conferences or clinics per Article 9. (Appendix A-15)

**SICK LEAVE**

**A. CALCULATION OF SICK LEAVE**

1. 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. Sick leave shall be cumulative to a maximum of two hundred sixty (260) days. Sick leave above two hundred sixty (260) days can accumulate at the rate of 15 days per year for the purposes of sick leave only.

a. Accumulation of sick leave shall be as follows:

All unit members shall accumulate 1.25 days of sick leave each month in accordance with the applicable provisions of the Ohio Revised Code. Part-time unit members shall accumulate 1.25 days of sick leave based on the individual's workday and such accumulation will be posted on the employee's pay stub as such. (For example only: If a unit member works a 3 hour and 45 minute day, that member will receive 1.25 days of sick leave for each month based on that 3 hour and 45 minute work day.)

b. 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. 39 min. or more	1.00 day
3 hrs. 46 min. to 5 hrs. 38 min.	0.75 day
1 hr. 54 min. to 3 hrs. 45 min.	0.50 day
Up to 1 hr. 53 min.	0.25 day

2. 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.

3. 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 a rate of one and one-fourth (1-1/4) days per month.

**B. USE OF SICK LEAVE**

1. Unit members may use sick leave for absences 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.

2. Proof of illness or of absence for other reasons must be established with the local Superintendent.
  - a. The reason for each absence must be specified in the absence management system.
  - b. A unit member absent more than three (3) 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 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.

#### C. **OTHER PROVISIONS**

1. 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.
2. 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.
3. Any unit member who uses all of 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.
4. In accordance with the Comprehensive Omnibus Budget Reconciliation Act of 1985 (C.O.B.R.A.), eligible unit members may continue group hospitalization, surgical and major medical, and dental insurance coverage. The cost of such coverage is to be paid by the unit member. Group life insurance coverage may be continued at the member's expense in accordance with the District's life insurance policy in effect at the time.
5. 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.

6. 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.
7. 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. The cost of physician will be borne by the Board if the physician sides with the employee's physician and by the Association if 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.

#### **D. 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 under the following conditions:

1. 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.
  - a. 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.
  - b. Should the Association President and the Superintendent agree that the request does not represent a catastrophic illness or injury, the request shall then be denied. The member will have the right to request expedited arbitration indicated in paragraph A above.
2. Donated sick leave days may only be credited to a member who has, or is about to exhaust all of the members' accumulated sick leave and personal leave due to a catastrophic illness or injury of the member or illness of child and/or spouse of the member.
3. Donated sick leave days may only be used for personal catastrophic illness/injury of the member, or illness of child and/or spouse of the member, and may not be used for the illness of other family members.

4. 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 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.
5. 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.
6. Any member who has reached the maximum sick leave accumulation will have his accumulation reduced by the number of sick leave days donated.
7. Requests for sick leave days will be honored only as long as days are available from donors.
8. The following limitations will apply to this section:
  - a. No bargaining unit member who begins the school year with less than 45 days as of July 1 can donate sick days.
  - b. 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.
  - c. Either the bargaining unit member or the member's spouse and/or child must have the catastrophic illness or injury.
  - d. The bargaining unit member can use donated sick days until disability retirement is effective.
9. 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.
10. No member may use more than thirty (30) donated sick leave days in total in any year.

Reference: Appendix A-8  
Appendix A-9

**LEAVES OF ABSENCE**

**A. ASSAULT LEAVE**

1. The safety of staff, students, parents, and the general public shall be the primary objective of the District. Assaults and threats of physical violence on unit members will not be tolerated. Unit members who are assaulted or threatened with physical violence shall immediately report the assault on the report form referenced in Appendix A-10. This report will be given to the building administrator for appropriate action in accordance with the Master Agreement, Policy and/or the Professional Code of Conduct for Ohio Educators.
2. The Board shall grant paid assault leave to a unit member that is assaulted in the course of such unit member's employment or while performing services for the Board at school-sponsored activities (whether or not specifically compensated for such activities). In order to receive assault leave, an M.D. (or licensed medical doctor) shall certify that the unit member suffers temporary 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. Up to one hundred ten (110) additional workdays shall be granted if the need is certified by an M.D. (or licensed doctor). However, if a claim is filed with the Bureau of Workers' Compensation (BWC) and the claim is approved for Temporary Total Disability, Permanent Loss Disability or other lost time benefits, the Board may discontinue paid assault leave on the date that such benefits begin to be paid by the BWC.
3. When a physical assault occurs, a unit member has the right to defend himself/herself and/or obtain assistance.
  - a. The building administrator should be notified to call civil authorities, parents and the Superintendent.
  - b. The Board shall fully support the unit member assaulted or accused of assault while performing his/her assigned duties. In all such cases, the Superintendent's office shall immediately notify the unit member that legal aid from the County Prosecutor's office is available.

**B. ASSOCIATION LEAVE**

1. The Association shall be granted fifteen (15) days of Association Leave per year and twenty-five (25) days per year in contract negotiations years, provided the Association notifies the Superintendent of the name(s) of the unit member(s) taking the leave.
2. If the Association President is not full time, the Association President shall be granted additional leave of seven (7) days. The President has the authority to transfer any of these seven (7) days to the total in number one (1) above, during bargaining years. The Association President shall notify the Principal/Superintendent at least twenty-four (24) hours prior to the leave.
3. For the Association Executive Committee members, 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 one (1) or two (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.

### 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 1<sup>st</sup> semester or during the summer prior to the 1<sup>st</sup> semester, the unit member may take the balance of the 1<sup>st</sup> semester and all of the second semester.
  - b. Delivery/adoption occurs in the 2<sup>nd</sup> 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.
  - d. Reference Section H (contract status and assignment upon return).
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 childcare 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<sup>st</sup> 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 childcare 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 childcare 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 notify the Treasurer's office regarding the amount of monies received from the court less expenses, and pay such amount to the Treasurer, as requested. Members required to appear in court by subpoena as a result of the performance of regular teaching or supplemental 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**

Three (3) personal leave days will be granted each unit member yearly to be used in accordance with the following paragraphs. Part-time, unit members shall have their personal days prorated based upon their full-time equivalent hours worked. Unit members hired after the start of the school year shall be given one (1) personal day for each sixty (60) days contracted.

Requests for personal leave shall be submitted to the building principal at least forty-eight (48) hours in advance of the day requested. A 10% cap for personal day usage will be established per building. A list of building cap limits will be provided on the first school day each year.

The number of allotted personal days will be rounded up to the next whole number. Personal leave requests will be granted on a first come, first serve basis as they are received in AESOP.

Personal leave shall be granted on a day when the cap has been met if the building administrator reasonably determines that an emergency or extenuating circumstance exists (including but not limited to: a wedding; or the day before the wedding of the unit member or the member's child; or the need to attend a school related activity of an immediate family member [spouse or child, or another person who has established a similar relationship] occurring on a school day; all of which cannot be conducted at any other time except during the regular school day).

Unused personal leave days shall be:

- Converted to sick leave accumulation; or
- Cashed in at the current basic sub rate per day (request must be submitted by April 1<sup>st</sup> regarding intent to cash in the days vs. converting them to sick leave), (Reference Appendix A-11)
- Payment for unused days shall be included in the July 20<sup>th</sup> pay.

## G. 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 leave 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 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<sup>th</sup>, 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 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 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.

#### H. **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 exceptions are leaves of absence associated with service 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 under this provision.

**I. 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 there under which will supersede and take the place of all related leave provisions contained in this Agreement.

**J. 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 complete the request in the Absence Management System at least forty-eight (48) hours in advance of the day requested. The request shall state the specific religious holiday requested.



Article 19

**COMMITTEES AND PROFESSIONAL DEVELOPMENT**

A. At the formation or annual reorganization of Board standing committees, the association president will be notified of the opportunities for staff members to voluntarily participate per Board policy.

B. District Transformation Team

The District Transformation Team responds to education reform initiatives and recommends policies and practices related to curricular and professional development needs of the district.

1. Structure

The District Transformation team shall consist of:

- a. An equal number of administrators and teachers representing every school within the district.
- b. The PEA president or designee and a designee appointed by the Department of Teaching & Learning will serve as co-chairs of the transformation team.
- c. Superintendent/Designee
- d. Committee co-chairs appoint members to the team.

2. The number of meetings and time and place of each shall be determined by the committee.

3. The committee shall determine the manner in which it makes decisions and the items it will consider.

4. The committee shall determine the structure and function of any subcommittee they may create to help carry out their purpose.
5. Members of the committee shall be compensated for their work in the form of paid released time or at the indirect instruction rate. The amount, time and manner of compensation will be agreed upon before any committee work is performed.

C. Scheduling Committees

Two scheduling committees (one for K-6 and one for 7-12) consisting of an equal number of unit members, appointed by the PEA president, and administrative staff appointed by the Superintendent, shall be formed to discuss a variety of schedule options, student support services, and academic programming. The committee shall begin work no later than September 15<sup>th</sup> of each school year, at mutually agreed upon meeting times. The committee shall present its findings to both the PEA and the Board of Education no later than December 15<sup>th</sup> of each school year.

1. Members of the committee will be compensated for their work in the form of paid release time or at the indirect instruction rate.
2. The committee does not have the authority to negotiate wages, hours, or terms and conditions of employment.
3. The committee will present an annual analysis of scheduling options and recommend modifications as needed to the board of education and association.

D. Special Education Committees

The Board and Association have jointly committed to the goal of consistent and effective practices within Special Education Department as provided by O.A.C. 3301 and ODE's Ohio Operating Standards for the Education of Children with Disabilities. In furtherance of that goal, the Superintendent/designee and Association President/designee, will form two subcommittees: one for grades K-6 and one for grades 7-12 to continue the review of the Special Education Department concerns.

1. The membership, meeting schedule, and agendas shall be determined by the Superintendent/designee and the Association President/designee.
2. The subcommittees will meet a minimum of each semester.
3. The subcommittees will be made up of the following members:
  - a. K-6
    - i. 3 members representative of Grades K-4 as determined by the Association President/designee
    - ii. 1 member representative of Grades 5-6 as determined by the Association President/designee
    - iii. 1 Association designee as determined by the Association President/designee
    - iv. 5 Designated Administrative members as determined by the Superintendent/designee

- b. 7-12
  - i. 2 members representative of Grades 7-8 as determined by the Association President/designee
  - ii. 2 members representative of Grades 9-12 as determined by the Association President/designee
  - iii. 1 Association designee as determined by the Association President/designee
  - iv. 5 Designated Administrative members as determined by the Superintendent/designee
- 4. The subcommittees shall meet outside of the unit member day and members will be paid at the non-instructional rate.

The subcommittee will exist for the duration of the contract period.

#### E. Professional Development

##### 1. Philosophy

It is the philosophy of the district that professional development should be “high-quality, sustained, intensive and classroom focused” and “not one day or short-term” workshops or conferences. Sending educators to a seminar or providing only limited experiences during which teachers can learn about, discuss, and apply effective instructional strategies will not result in lasting change. Job-embedded professional development is necessary for continuous improvement of instruction to take place. The Ohio Improvement Process indicates that professional development is intentionally aligned with a district’s most pressing needs; this professional development is implemented strategically and is not based on the preferences of individuals but on what must be done to improve the system.

##### 2. District Wide Professional Development Programs

- a. District wide professional development is implemented by the Department of Teaching & Learning in collaboration with the District Transformation Team.
- b. External resources and specialists from the Educational Service Center, the Ohio Department of Education, and other agencies shall be used as determined by the committees responsible for planning professional development education.

##### 3. Building Professional Development Programs

- a. Building level professional development will be part of the overall district professional development plan.
- b. BLT will coordinate continuous improvement and professional development plans.
- c. BLT will submit a CIP and PD plan to the Department of Teaching & Learning and will report monthly progress monitoring updates.

##### 4. Individual Professional Development 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 professional development 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 Educational Service Center, the State Department of Education, and other agencies shall be utilized as determined by the committees responsible for planning the professional development education.

#### 5. Academic Transition Peer

Any unit member that changes assignment or is new to the district may be offered an academic transition peer for one semester by mutual agreement. This does not apply to Resident Educators. The Academic Transition Peer shall be compensated at the rate of \$125 per person, per semester.

#### F. Professional Leave

Such opportunities include the following:

1. Leave of absence for study.
2. Visits to other classrooms.
3. Scheduled meetings involving ESC personnel and individuals from other county schools.
4. Various committee responsibilities that relate to the school district.
5. Workshops within and outside the district.
6. Educational Service Center meetings.
7. State Support Team meetings.

Criteria for Attendance at Professional Meetings/Conferences or Workshops:

The following criteria will be considered when evaluating requests for attendance at professional meetings/conferences or workshops.

- a. To what degree are the content and expected outlines aligned to achieve a common result?
- b. To what degree are the tasks and timelines logically sequenced to achieve the expected outcomes?
- c. To what degree will the experiences, when taken as a whole, improve student performance and change adult practice?
- d. Is there a cost-benefit to the overall plan-weighing the total expected costs against the total expected benefits?
- e. What is the relationship of the above professional development to any other professional development being offered at the district or building level?
- f. In what way does the professional development relate to the Building Improvement Plan?

#### Conference/Workshop Reimbursement Procedures

Conference/workshop attendance rotation is recommended by the building principal to the appropriate district office department. Upon approval from the appropriate district office department, a unit member may be entitled to reimbursement of expenses incurred as a result of attending the conferences or workshop. Should a unit member or an approved replacement not attend a conference or workshop, they will reimburse the district for the registration fee portion that was prepaid. This reimbursement will be deducted from the unit member's pay.



Procedures for unit member involvement as an out-of-district workshop presenter:

- 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 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. After the cost of a substitute for the unit member is paid out of compensation paid to the unit member for presentation, any remaining compensation 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.

Reference: Appendix A-14

## Article 20

### **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:

- A. Take severance pay pursuant to Article 15.
- B. 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 21

### **NON-DISCRIMINATION AND RECRUITMENT OF MINORITIES**

The Pickerington Local Board of Education and the Pickerington Education Association recognize the need to recruit qualified minority personnel for bargaining unit positions; therefore, both the Board and Association commit to promoting diversity in the hiring of new employees. The Board and Association agree that Board policy regarding non-discrimination shall govern the operations of the district in this area.

The Director of Human Resources shall participate in the recruitment and retention of qualified minority candidates for unit member positions.

Reference: Appendix A-22

## 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/designee. Each building may maintain a building personnel file for the purpose of storing evaluation information and other relevant personnel information on an annual basis. The provisions of Section C of this Article shall apply to all information, other than evaluation data, copies of which have been provided to the unit member, contained in the building personnel file. At the end of each school year, the building personnel file information may be incorporated into the District file maintained in the office of the Superintendent/designee.

- B. The Board will make every reasonable effort to protect the confidentiality of bargaining unit members' personnel files, consistent with the Ohio Revised Code. Access to an employee's personnel file shall be in keeping with the applicable provisions of the Ohio Revised Code. The Superintendent or his/her 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. The unit member shall schedule an appointment with the Human Resources Department. 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 removed 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 in member's official personnel file beyond the two (2) year period of time. If the Association or the bargaining unit member disagrees 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.

## **UNIT MEMBER PROTECTION**

### A. Board Policies and Unit Member Handbook

The Board will provide an updated copy of all Board policies by posting on the District's computer network. Any changes, modifications or additions to Board policies shall be made known, via electronic draft format, to the Association President at or before Board action is being considered.

### B. Complaints Against Bargaining Unit Members

1. Purpose: It is the intent of the board that complaints be resolved privately in a discrete manner amongst the complainant and the member. The purpose of this procedure is to determine the factual basis for complaints that have not been resolved concerning actions of members.
2. 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. The unit member will be afforded the right to Association representation at any such meeting.
3. When a complaint related to information of which notice to a law enforcement agency is required, the unit member will be so advised to the extent permitted by the law or regulations governing the notification.

### C. Discipline

1. Persistent written complaints that have been substantiated may be used in disciplinary action against the unit member, consistent with terms of this Master Agreement. Unit members will be considered to be innocent unless and until the complaint(s) have been substantiated and the unit member has had an opportunity to respond to the complaint(s) pursuant to the Master Agreement. Unit member(s) shall be afforded all due process rights under Federal and State Law.
2. All disciplinary action will be conducted in private. If a meeting is called by an administrator for the purpose of disciplinary action the unit member may be accompanied by the Association President or designee, if he/she so requested. Except in emergency circumstances, the unit member will receive twenty-four (24) hours written notice of a disciplinary conference.
3. Except for a contract termination, appeals of disciplinary actions may be made through the Grievance Procedure.
  - a. Any termination of a bargaining unit member will be conducted in accordance with Chapter 3319.16 and 3319.161 of the Ohio Revised Code. The statute shall be the exclusive remedy and no grievance may be initiated under this Agreement.

- b. Disciplinary action leading to non-renewal or termination will be progressive in nature unless the infraction(s) are serious enough to warrant immediately non-renewal or termination.
  - c. 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.
4. The administration may take progressive disciplinary action against a unit member for just cause. Such disciplinary action for the same or similar offense shall be imposed in the manner set forth below. The Administration may advance one or more steps of discipline, up to a three (3) day unpaid suspension, for infractions that warrant more serious discipline.
- a. Step 1 – First Offense – Verbal warning to the unit member in a private disciplinary conference, held in an administrator’s office, with the Building Administrator and Association President or designee. The unit member shall be informed that the discussion constitutes a verbal warning.
  - b. Step 2 – Second Offense – Written warning to the unit member. A unit member’s signature shall reflect receipt and not necessarily agreement with the contents. A completed copy will be given to the unit member.
  - c. Step 3 – Third Offense – A unit member may be suspended for up to three (3) school days without pay for just cause. Prior to any suspension, the Superintendent will notify the unit 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.
5. In conjunction with a “Last Chance Agreement”, the Superintendent has the authority to suspend a unit member without pay in excess of three (3) days. Prior to doing so, the unit member shall be provided due process as set forth in Step 3, above.

**UNIT MEMBER CONTRACTS**

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

- 2<sup>nd</sup> contract ..... 1 year limited
- 3<sup>rd</sup> contract..... 1 year limited
- 4<sup>th</sup> contract..... 2 year limited
- 5<sup>th</sup> and all succeeding contracts..... 3 year limited

The first three one-year limited contracts are probationary contracts. Board action to non-renew such contracts' is not subject to challenge under either the grievance procedure or the provisions of Ohio Revised Code Section 3319.11 or 3319.111. The non-renewal of any subsequent expiring limited contract may be done only for just cause. Such non-renewals 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:

1. The Superintendent/designee will notify, in writing, the unit member of his/her intent to recommend a one (1) year probationary contract before May 15<sup>th</sup>. Written reasons directed at improvements needed, will be included with the notification from the Superintendent. The Board will notify the unit member by May 30<sup>th</sup> 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.
2. 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 3391.11. Upon the unit member receiving his/her certificate/license and becoming eligible for continuing contract status, he/she may apply to the Superintendent for consideration.

1. A unit member shall not be eligible for a continuing contract, nor be deemed employed under a continuing contract by operation of law, unless the unit member, no later than October 15<sup>th</sup> of the school year in which the unit member's employment contract is scheduled to expire, files with the Superintendent or designee, a letter of notification that he/she will meet all legal qualifications for a continuing contract prior to the regularly-scheduled May Board meeting. Failure by the unit member to provide written notice of continuing contract eligibility by October 15<sup>th</sup> shall result in the unit member being eligible only for a limited contract should the unit member's contract be renewed in April of that year. The unit member may reapply for a continuing contract the following year but the Board reserves

the right to deny a continuing contract during the term of a multi-year limited contract. If so, then the unit member may apply for a continuing contract by October 15<sup>th</sup> of the year in which said limited contract expires.

2. Unit members eligible for a continuing contract shall provide the Superintendent or designee with the official transcripts and certificate/license no later than April 30<sup>th</sup> of the school year in which the unit member's employment contract is scheduled to expire.
  3. The requirements in Articles 24 C. 1 and C. 2 shall be in addition to the requirements for continuing contract eligibility in ORC 3319.08 and ORC 3319.11.
- 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 leave, 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 via electronic mail. There is no requirement for unit members to acknowledge receipt of this electronic mail salary notice. The parties intend that this provision shall supersede and take the place of the annual salary notice requirement of R.C. Section 3319.12 to the fullest extent permitted by law.
- 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 the regularly scheduled May Board meeting without any cause or evaluation needing to be demonstrated or conducted. The Board reserves the option of considering renewal of said contracts.
- I. Rehiring of Retired Teachers

A teacher retired from the teaching profession and/or any public sector retirement system (“reemployed teacher”) may be reemployed under the following conditions:

1. The reemployed teacher shall be given full credit for each year of service as a regular public school teacher up five (5) years as determined by the Board in its sole and exclusive discretion at their appropriate educational level. The reemployed teacher will be advanced one (1) year on the salary schedule above the step they were initially placed for each year of reemployment service in the District to a maximum of Step 10 on the appropriate salary schedule column.
2. The reemployed teacher will be eligible for Board-paid health/medical insurance only if he/she is not eligible for coverage under a non-STRS public or private retirement system, or his/her spouse's employer. He/she will be eligible for other insurances offered by the Board, which are not available through the reemployed teacher's public or private retirement system. A reemployed teacher who is not eligible for Board paid insurance may purchase such insurance by payment of the full cost of such insurance.
3. Reemployed teachers will be placed on one year limited contracts of employment for any period of reemployment with the District. The one-year contracts will be automatically non-renewed at the conclusion of each year without notification, Board action, or the need for compliance with ORC Sections 3319.11 and 3319.111. Reemployed teachers will be evaluated pursuant to Article 26.
4. The reemployed teacher will not resume and is not eligible for continuing contract status during any period of reemployment with the District.
5. In the event of a reduction in force, the reemployed teacher will not have any bumping rights under Article 29.
6. Such reemployment will not cause the displacement of a current teacher.
7. Subject to these provisions, reemployed teachers are part of the bargaining unit.
8. Reemployed persons are eligible for sick leave accumulation commencing with the first year of such reemployment. Such person's sick leave balance shall begin at 0 each year that the person is reemployed.



9. Reemployed teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.
  10. The PEA president shall be notified of any reemployment situation.
  11. Initial placement of reemployed teachers for any supplemental positions shall not exceed five (5) years of experience credit on the supplemental salary schedule.
- J. The Board and Association intend the provisions of this Article to supersede and take the place of Revised Code Sections 3319.11 and 3319.111 to the fullest extent permitted by law.



Article 25

## **RESIDENT EDUCATOR PROGRAM**

### **A. Purpose**

The Resident Educator program for beginning teachers will provide coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be administered and funded by the Pickerington Local School District.

### **B. Definitions**

#### **1. Resident Educator Program**

A four-year program created and required by state law that is designed to provide newly licensed educators quality mentoring and guidance. Successful completion is required to advance to a five-year professional educator license.

#### **2. Resident Educator Mentor**

A Mentor is a unit member who has been trained through the Ohio Department of Education (ODE) Resident Educator Mentoring Program to provide professional support to a Resident Educator.

#### **3. Resident Educator**

A Resident Educator is a teacher employed under a Resident Educator license.

#### **4. Resident Educator Coordinator**

A unit member who does not perform evaluations, designated by the District to manage the Resident Educator Program with the exception of those individual(s) currently serving in the role of Resident Educator Coordinator effective with the date of the tentative agreement of this Article.

#### **5. Formative Assessment**

Formative assessment is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

6. In the event a trained unit member does not submit interest in the role(s) of Resident Educator Mentor or Resident Educator Coordinator, a trained Administrator, or individual, who is employed/contracted by the District and who does not perform evaluations, will be designated by the Superintendent with input from the Association President to manage the Resident Educator Program.

**C. Resident Educator Mentor/Facilitator**

**1. Qualifications**

- a. The Resident Educator Mentor/Facilitator must have at least five (5) years teaching experience.
- b. A Resident Educator Mentor/Facilitator must be trained to serve as a Mentor through the ODE Instructional Mentoring program.
- c. A Resident Educator Mentor/Facilitator must hold a valid teaching certificate/license.
- d. A Resident Educator Mentor/Facilitator must have demonstrated the ability to work cooperatively and effectively with the unit members and have extensive knowledge of a variety of classroom management and instructional techniques.

**2. Selection**

- a. Members interested in attaining the role of Resident Educator Mentor/Facilitator to a resident educator shall notify the Superintendent and Association President in writing not later than April 1<sup>st</sup>.

**3. Responsibilities**

- a. The Resident Educator Mentor/Facilitator shall carry out the Resident Educator Program in conjunction with the Resident Educator rules, regulations, and guidelines developed by ODE.
- b. Release time, during the workday, will be provided for observation purposes as approved by the program coordinator and provided to the Resident Educator Mentor/Facilitator and the Resident Educator. The Resident Educator Mentor/Facilitator will notify the building Principal(s) of the date and time they plan to meet with the Resident Educator no less than three (3) workdays prior to the date.
- c. The Resident Educator Mentor/Facilitator will use the Resident Educator Program formative assessment tools (e.g. collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement, etc.), and protocols to support the Resident Educator.
- d. The Resident Educator Mentor/Facilitator does not have a formal evaluative role. Any assessments that are evaluative in nature shall not be performed by the Resident Educator Mentor.
- e. The maximum number of Resident Educators a Resident Educator Mentor/Facilitator can have is two (2) per year if at least one (1) of the two (2) assigned Resident Educators is in his/her first or third year of the program. Otherwise, the Resident Educator Mentor/Facilitator can have four (4).

**D. Resident Educator**

**1. Assignment of Resident Educator Mentor/Facilitator**

- a. Both the Resident Educator Mentor/Facilitator and the Resident Educator shall be provided with contact information for one another by the Resident Educator Coordinator once assigned.
- b. Unit members holding a Resident Educator license who are employed after the start of the school year or less than fifteen (15) calendar days before the first workday, will be assigned to a Resident Educator Mentor/Facilitator no later than fifteen (15) calendar days after their first workday.

**E. Resident Educator Coordinator**

1. Responsibilities and qualifications for the Resident Educator Coordinator are based on rules, regulations and guidelines established by ODE and the O.R.C.
2. The Resident Educator Coordinator will meet no less than once per grading period with each Resident Educator and Resident Educator Mentor/Facilitator.

**F. Confidentiality of the Mentoring Process**

1. All interaction, written or oral, between the Resident Educator Mentor/Facilitator, Resident Educator, and the Resident Educator Coordinator shall be regarded as confidential. Any violation of this tenet by the Resident Educator Mentor/Facilitator shall constitute grounds for immediate removal from the role as Resident Educator Mentor/Facilitator and result in a newly assigned Resident Educator Mentor/Facilitator.
2. The Resident Educator Mentor/Facilitator-Resident Educator relationship shall be solely for the purpose of formative assistance. No information obtained in this relationship shall serve as a basis for any summative evaluation of the Resident Educator's performance.
3. All information, written or oral, shall not be used in any employment or re-employment situation by the Board and shall be confidential between the Resident Educator Mentor/Facilitator and Resident Educator.

**G. Protections**

1. A Resident Educator Mentor/Facilitator shall be held harmless in the event that a Resident Educator fails or does not complete the program.
2. A Resident Educator Mentor/Facilitator shall be held harmless by the Board in the event that the Board non-renews the Resident Educator.
3. If the District does not comply with the Resident Educator Program the member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District.

## H. Compensation

A Resident Educator Mentor/Facilitator and the Resident Educator Coordinator shall both be provided Board-paid ongoing professional development related to the mentoring process and full reimbursement for expenses to attend regional mentor network meetings.

Each Resident Educator Mentor/Facilitator shall be paid a stipend(s), as determined by each of the Resident Educator(s) placement in the 4-year program. The stipend is to be paid in June of the school year.

- Resident Educator Mentor Year One \$1,000
- Resident Educator Mentor Year Two \$500
- Resident Educator Facilitator Year Three \$750
- Resident Educator Facilitator Year Four \$350 \*Includes Resident Educators who have not completed year three.

In the event a Program Coordinator is a member of the bargaining unit, the following rules shall apply:

The Program Coordinator shall be paid \$200 per Resident Educator.

- I. In the event of legislative action by the Ohio General Assembly that occurs during the term of this Master Agreement that impacts the Resident Educator Program, the Transformation Team may discuss the topic and determine whether adjustments are appropriate during the term of this Master Agreement. If modification to conform to the new statute is either required or deemed appropriate by the Transformation Team, the interim bargaining procedure, per Article 44 outlined in this Master Agreement shall be utilized.

## **UNIT MEMBER EVALUATION**

### Purpose

- A. The purposes of teacher evaluation are:
1. To serve as a tool to advance the professional development of teachers.
  2. To inform instruction.
  3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

### Application

- A. The teacher evaluation procedure contained in this Agreement applies to “Teachers” as defined in ORC 3319.111 and as set forth below:
1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
  2. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing student instruction.
  3. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing student instruction.
  4. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
- B. The District Transformation Team shall promulgate procedures and forms to evaluate the performance of people who are not subject to the OTES evaluation system. These individuals will be provided with the same evaluation ratings in their system as the teachers who are impacted by OTES.
- C. Unit members who are on approved leaves of absence for at least 50% of the school year may not receive the annual evaluation.
- D. Unit members who have submitted notice of retirement by December 1<sup>st</sup> of the current school year in which the evaluation is otherwise required to be conducted, may not be evaluated.

### Evaluators

- A. It is the intent of the Board to utilize credentialed evaluators who are under contract with the Board pursuant to ORC sections 3319.01 or 3319.02 and who hold a certificate/license designated for being a superintendent, assistant superintendent, principal, vocational director, administrative specialist or supervisor to conduct Teacher evaluations.

- B. The person who is responsible for assessing a teacher’s performance shall be:
1. A teacher whose schedule reflects a fifty percent split between two buildings or department may choose his/her evaluator. Other teachers who split time in buildings or departments will be evaluated by the credentialed evaluator in the building in which the majority of their time is spent. Global Integration Team members will be evaluated on an alternating basis within the buildings they serve.
  2. With the exception of a PAR program, the evaluator shall not be a bargaining unit member.
  3. If the district has a Peer Assistance Review (PAR) program, the person designated by the (PAR) program shall be the evaluator.
  4. Not later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of his or her evaluator.

## **I. EVALUATION STRUCTURE AND PROCEDURES**

### Criteria for Performance Assessment

A teacher’s performance shall be assessed based on the Educator Standards for the Teaching Profession and the alternative framework criteria set forth in this Agreement. Reference ORC for Alternate Framework 3319.114.

- A. Teachers shall be evaluated on his or her work performance based on the evidence provided by the teacher, on the observations of the teacher by the teacher’s assigned evaluator, walkthroughs, and the alternative components that are set forth in this Agreement.
- B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- C. No misleading, inaccurate, untimely or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments must be documented and supported by evidence.
- D. No teacher performance information collected for purposes of a teacher evaluation shall be collected by video or audio devices.

### Schedule for Evaluation

- A. No teacher shall complete the evaluation cycle more than once annually.
- B. The evaluation cycle shall be completed no later than the first day of May, or as established by law and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May or as established by law.

- C. If the Board has entered into a limited contract or an extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, a minimum of three formal observations shall be conducted during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C) (3), (D), or (E) of 3319.11.
- D. Teacher categories for annual evaluation cycle.

Formal Observation Cycle	Informal Observation Cycle
<ul style="list-style-type: none"> <li>• Developing teachers from previous observation cycle</li> <li>• Ineffective teachers from previous observation cycle</li> <li>• New employees to the district</li> <li>• Accomplished teachers once every three years*</li> <li>• Skilled teachers once every two years*</li> </ul>	<ul style="list-style-type: none"> <li>• Accomplished teachers from previous evaluation cycle</li> <li>• Skilled teachers from previous evaluation cycle</li> </ul>

\*Pending Value added/SLO data

- E. Components of annual observation cycles.

Formal Observation Cycle	Informal Observation Cycle
<ul style="list-style-type: none"> <li>• Professional growth or improvement plan;</li> <li>• Two thirty (30) minute observations;</li> <li>• Walkthroughs;</li> <li>• Alternate component;</li> <li>• Student growth measure rating and performance rating;</li> <li>• Final summative rating.</li> </ul>	<ul style="list-style-type: none"> <li>• Professional growth or improvement plan;</li> <li>• One thirty (30) minute observation;</li> <li>• One conference;</li> <li>• Determine a rating for student growth measures and maintain a rating of average or higher to continue the less frequent evaluation cycle.</li> </ul>

**Formal Observation Cycle**

- A. Schedule of annual formal observations.

1. A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. The first formal observation shall be completed by the day prior to winter break. The second formal observation shall be completed. By the dates recommended by the District Transformation Team and in accordance with ORC.
2. A unit member shall not be formally observed the day prior to a holiday, any break from scheduled school days (excluding weekends), or within two (2) working days of his/her return when the unit member has had an extended absence of three (3) or more days.

- B. Observation Conference

1. All formal observations shall be preceded by a scheduled conference not more than five (5) workdays prior to the formal observation between the evaluator and the teacher in order for the teacher to provide evidence for the lesson to be observed on the pre-observation form.

2. A post-observation conference shall be held after each formal observation. The post observation conference shall take place within 10 working days following the formal observation unless both parties mutually agree to an extension. At the post-observation conference teachers shall be provided documentation of one (1) area of reinforcement (i.e. a strength) and one (1) area of refinement (i.e. area in need of growth) through evidence, in alignment with the education standards. Teachers shall be given the opportunity to provide additional evidence during this conference.
3. If requested, the evaluator shall provide the teacher copies of all written documentation including but not limited to: notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

#### Walkthroughs

- A. A walkthrough is a formative written assessment at least five (5) continuous minutes, but not more than (20) continuous minutes in duration.
- B. The teacher shall be provided a copy of the completed walkthrough form, including all scripted and anecdotal documents relative to the walkthrough within seven (7) workdays.
- C. A minimum of two (2) walkthroughs shall be included in each annual formal evaluation cycle. A teacher may request up to one (1) additional walkthrough.

#### Alternative Component

- A. The alternative component is a third measure that accounts for 15% of the evaluation. The alternative component shall be the student portfolio instrument as recommended by the District Transformation Team.
- B. Professional Development on the alternative component procedure will be provided as recommended by the District Transformation Team. All evaluators and teachers will receive updates and necessary training as recommended and/or developed by the District Transformation Team not later than thirty (30) days after initial employment with the District.
- C. The date for submission of the student portfolio instrument will be recommended by the District Transformation Team and approved by the Superintendent in accordance with ORC.

#### Informal Evaluation Cycle (reference chart in Schedule for Evaluation letter E above)

1. One observation shall be conducted. An observation shall last a minimum of thirty (30) continuous minutes. The observation shall be completed by the day prior to winter break.
2. A unit member shall not be observed the day prior to a holiday, any break from scheduled school days (excluding weekends), or within two (2) working days of his/her return when the unit member has had an extended absence of three (3) or more days.



### Observation Conference

1. Upon agreement by both the teacher and the evaluator, teachers who are rated accomplished or skilled may elect to schedule a pre-conference, post-conference or both.
2. If a pre-conference is elected, a scheduled conference must be scheduled not more than five (5) workdays prior to the informal observation between the evaluator and the teacher in order for the teacher to provide evidence for the lesson to be observed on the pre-observation form.
3. If a post-conference is elected a post-observation conference may be scheduled within 10 working days following the informal observation unless both parties mutually agree to an extension. At the post-observation conference teachers shall be provided documentation of one (1) area of reinforcement (i.e. a strength) and one (1) area of refinement (i.e. area in need of growth) through evidence, in alignment with the education standards. Teachers shall be given the opportunity to provide additional evidence during this conference.
4. If requested, the evaluator shall provide the teacher copies of all written documentation including but not limited to: notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

### Extension of Timelines

Any timelines in this Article shall be modified in writing if any step in the evaluation procedure cannot be adhered to because a teacher or evaluator is unavailable due to absence, approved leave, calamity days, or upon mutual agreement of the parties. The step in the evaluation procedure shall be completed within the same amount of time that the teacher and/or evaluator was unavailable due to absence or approved leave.

### Finalization of Evaluation

#### A. Written Report

Before the evaluation cycle is final, and not later than dates in compliance with ORC, a copy of the formal written evaluation report shall be made available to the teacher and a conference may be requested by the teacher or the evaluator.

#### B. Completion of Evaluation Cycle

1. The final summative rating will be comprised of Teacher Performance (50.0%), Student Growth Measures (35.0%), and an Alternative Component (15.0%).
2. The summative evaluation of a teacher shall be based upon student growth measures as recommended by District Transformation Team and as approved by the Superintendent, and through evidence gathered during walkthroughs and formal/informal observations conducted during the current school year, and evidence and artifacts provided by the teacher and/or their credentialed evaluator. The evaluation shall acknowledge through the evidence gathered, both areas of reinforcement (i.e. a strength) and refinement (i.e. area in need of growth) as required by the OTES model. The evaluator shall note evidence of all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be

signed by the teacher to verify notification that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by dates in compliance with ORC, signed by both parties, and sent to the superintendent. Electronic signatures are acceptable.

3. The district shall make available one (1) copy of all information and documents obtained through the evaluation process to the teacher.

#### Professional Growth and Improvement Plans

- A. Professional growth and improvement plans shall be developed as follows:
  1. Teachers with average or above levels of student growth will develop a professional growth plan using an area of refinement (i.e. a strength) from previous meetings or conferences with their evaluator.
  2. Teachers with below average levels of student growth will develop an improvement plan with their credentialed evaluators.
    - a. In the event that a unit member and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the unit member may request the advice of a teacher mentor before further discussion takes place between the teacher and the evaluator. If there is still disagreement between the unit member and the evaluator, a conference will be scheduled with the unit member, evaluator, PEA president/designee and superintendent/designee to resolve the issue(s).
  3. For the purposes of this Master Agreement, professional growth and improvement plans shall be based on the overall student growth measure level, and on the performance standards noted in the OTES Teacher performance rubric.
- B. Teachers will submit their required portions of the professional growth and improvement plans not later than the final contractual workday. With new hires, the professional growth plan shall be written and submitted by September 15<sup>th</sup>, or if the hire date follows September 15<sup>th</sup>, within thirty days (30) of employment.
- C. Professional growth and improvement plans shall describe the specific performance expectations, resources and assistance to be provided.

#### Instructional Coach or Trained Resident Educator Mentor for Teachers on an Improvement Plan

- A. The District may provide teachers under an improvement plan with an Instructional Coach or trained Resident Educator Mentor, who is not the credentialed evaluator. The Instructional Coach or trained Resident Educator Mentor may be provided release time to allow for meetings, observations, and/or any other direct mentoring activities.
- B. Role of Instructional Coach or trained Resident Educator Mentor.
  1. The Instructional Coach or trained Resident Educator Mentor must have continuing contract status with PLSD.

- a. Instructional Coach or trained Resident Educator Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
- b. Instructional Coach or trained Resident Educator Mentor does not have a formal evaluation role. The mentor's role is to support the growth of the educator as an instructional mentor through formative assessment tools.
- c. An Instructional Coach or trained Resident Educator Mentor may be granted release time for direct mentoring activities. Approved release time shall be separate from any other release time covered under this Master Agreement and shall be coordinated by the building administrator.

2. Protections

- a. Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as Instructional Coach or trained Resident Educator Mentor shall not be part of that staff member's evaluation.
- b. An Instructional Coach or trained Resident Educator Mentor shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
- c. To the extent permitted by law, Instructional Coach or trained Resident Educator Mentor shall be requested or directed to divulge information from the written documentation, or confidential mentor/mentee discussions.
- d. At any time, the Instructional Coach or trained Resident Educator Mentor or the teacher may exercise the option to have a new mentor teacher/instructional coach assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher/instructional coach or the teacher. This option may be exercised one time with administrative approval by the mentor teacher/instructional coach or the teacher on the improvement plan.

**II. RESPONSE TO EVALUATION**

The teacher shall have the right to make a written response to the summative evaluation rating form and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

Due Process

- A. A teacher shall be entitled to Association representation at any conference held during this procedure in which the teacher will be advised of the possibility of non-renewal or termination.
- B. If an employee believes the evaluator has violated the procedure established in this Article, the employee may file a grievance within 20 days, as defined in Article 43, of the act or omission that gives rise to the grievance.

### Personnel Action Requirements

- A. The SGM data used in the evaluation procedure contained in this Agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until the end of the 2016-2017 school year.
- B. Value Added data derived from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating.

### Schedule for SGMs

- A. When utilizing vendor assessments as one of the SGMs, all related materials shall be purchased, and all affected staff shall be trained on utilization and other considerations prior to implementation
- B. When utilizing SLOs as one of the SGMs, the teacher shall submit the SLO template for approval according to procedures and dates recommended by the District Transformation Team.
- C. Teachers must submit all SGM results to his/her evaluator according to procedures and dates recommended by the District Transformation Team.

### Criteria for Final Summative Rating

- A. The SGM portion of the evaluation shall be from the following:
  - 1. Value Added (VA) data (from previous school year)
  - 2. ODE approved vendor assessments (from current school year)
  - 3. Menu of options determined locally such as SLOs (from current school year)
- B. The annual Final Summative Rating of Teacher Effectiveness will utilize SGM data in conjunction with the teacher performance rating and alternate component from the current school year.
- C. When applicable to the grade level and/or subject area taught by a teacher, the VA progress dimension established under section 3302.021 of the Ohio Revised Code, or an alternative student academic progress measure if adopted by the State Board of Education, shall be used in the Student Academic Growth Portion. As required by law, teachers who instruct Value Added courses exclusively, will have the entire component of the student growth measure based upon Value Added. Teachers with some Value Added courses but not all, will have the Value Added measure proportionate to their schedule.

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### Evaluation & Student Growth Committees

The Association and the Board agree to maintain the Race to the Top District Transformation Team (currently known as the District Transformation Team), which includes an Evaluation Development Committee (currently known as the OTES subcommittee) and a Student Growth Measures Committee (currently known as the SGM subcommittee).

A. Purpose

The purposes of the committees are to regularly review and recommend policies, procedures and processes, including, but not limited to the evaluation instrument(s), for the evaluation of teachers in the District and to regularly review and recommend policies, procedures and processes, associated with but not limited to the selection, development and implementation of student growth measures.

B. District Transformation Team Composition

1. The District Transformation Team shall be composed of the current RttT transformation team representatives/designees. In the event of a team member resignation, the party chairpersons shall identify a replacement (within [2] two meetings).
2. When the RttT grant is fulfilled, the Team shall continue to serve and will be comprised of an equal number of Association members appointed by the Association president and an equal number of members appointed by the Superintendent or his/her designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend Team meetings.
3. Team members shall be representative of various grade levels, specialty areas, and programs from each building within the District.

C. Committee Operation

1. Each committee of the District Transformation Team shall be chaired jointly by the Association President or designee and the Superintendent or designee. The co-chairpersons will develop agendas jointly.
2. Members of the respective committees will receive training in all aspects of the teacher evaluation framework including but not limited to: SLOs, Value Added, shared attribution, linkage and the Ohio Standards for the Teaching Profession no later than the three (3) months after their appointment to the committee and at least once every three (3) years thereafter. The Board shall pay all training expenses.
3. The District Transformation Team will hold an organizational meeting in August of each new school year and establish by mutual agreement a meeting calendar for the year, tasks for each committee to complete, and timelines for the completion of specific tasks.
4. All recommendations of the committee will be achieved by consensus. These decisions and recommendations will be distributed electronically to the full District Transformation Team within five (5) workdays.
5. Members of the committee will receive release time for approved committee work and training. Any approved committee work performed outside of the contractual workday will be paid in accordance with Article 31, Instructional Duties Beyond Day/Year.
6. The committee may establish sub-committees to assist with their work. The District Transformation Team co-chairs, Superintendent/designee and the Association President/designee, will jointly appoint sub-committees.

7. The District Transformation Team and/or its committees shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as deemed appropriate for the Transformation Team. The cost, if any, of any approved consultants shall be borne by the Board.

D. Authority

1. The District Transformation Team and/or any of its committees shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
2. In the event of legislative action by the Ohio General Assembly that occurs after this Master Agreement becomes effective, that impacts teacher evaluations, and that requires modification to this Agreement to conform to the new statute, the parties to this Agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this Agreement. The interim bargaining procedure, per Article 44, outlined in this Master Agreement, shall be utilized.



Article 27

## **ASSIGNMENTS – VACANCIES - TRANSFERS**

A. **TRANSFERS**

The final decision on the transfer or assignment of unit members shall remain the Superintendent's. The overriding factor in making decisions will be to assign personnel into positions that are most likely to enhance the education program. 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.

B. **POSTING OF UNIT VACANCIES**

Vacancies, as determined by the District Administration, will be posted using the District's communication system. The Association President will be sent a copy of all job postings. The notice shall include the position available, qualifications, requirements for the job, deadline for notification of interest, effective start date, and any additional pertinent information. Upon notification of vacancies, unit members will have three (3) workdays in which to respond via the District's communication system. Any unit member who is appropriately certified/licensed (including, where applicable, designated as a "highly qualified" teacher) may apply for the posted vacancy. Assignment to posted vacancy will be considered based on system-wide seniority and certification.

For positions that become available after August 1<sup>st</sup> through five (5) student days after the start of the school year, the Administration shall not be required to post vacancies.

Any position filled after the start of the first student day shall be filled on a temporary basis through the end of that school year. At the end of the school year, it may be posted and filled in accordance with the provisions of this contract.

**C. VOLUNTARY TRANSFERS**

1. No vacancy shall be filled until a notice of vacancy has been posted for three (3) working days. If a teacher wishes to be considered for any posted vacancy, the teacher shall apply via email to the Superintendent/designee, within three (3) working days. The unit member with the most seniority will be given first option for the assignment.
2. Voluntary transfers will not be available to unit members during the first three (3) years of employment, except for good cause demonstrated to the Superintendent. After the initial three (3) years of employment, transfers will be limited to one voluntary transfer during any two (2) year period.

**D. 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 childcare 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 procedure will be as follows: (1) transfer of volunteer unit members; and (2) if a sufficient number of volunteers do not come forward, then transfers based on the needs of the affected buildings as determined by the building administrators.

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

Involuntary transfers may be made without regard to seniority in the event that the transfer of a teacher will enhance the educational programs of the District; or the transfer is necessary to provide a reasonable accommodation to a teacher with a disability; or a teacher is arrested or indicted for any offense that, in the judgment of the Superintendent, requires temporary reassignment.

**E. 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.

**F. 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 and the appropriate certification/licensure, including, where applicable, designation as a "highly qualified teacher." Interested staff members who meet the qualifications as above 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.

**G. 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 the 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.

**H. REASSIGNMENT WITHIN BUILDINGS (GRADES K-6)**

When it becomes necessary to reassign staff within a K-4 or 5-6 building, the principal shall make reassignments on a voluntary basis to the mutual satisfaction of the principal and the bargaining unit members affected. If this is not possible, the choice of assignments shall be given, in turn, to the affected bargaining unit member(s) with the greatest seniority until all assignments have been made. Reassignments within a building will be made prior to the posting of vacant positions.

**I. TEACHER ON SPECIAL ASSIGNMENT**

The position of "teacher on special assignment" has been created to assist staff in the development and implementation of education programs, as directed by the Superintendent. The Superintendent shall have the final authority to assign unit members to this position. The creation of any bargaining unit position, including that of teacher on special assignment, does not mean that such position need be filled.

Any assignment to the position of teacher on special assignment shall generally be for the duration of one school year, unless continued for subsequent year(s). Upon completion of such assignment, the bargaining unit member will be reassigned following the procedures outlined in this Article, and in the same manner as applied to a unit member returning from a leave of absence.

Bargaining unit members holding the position of teacher on special assignment shall not be required to evaluate staff.



## **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.

### **A. DEFINITION**

1. Job sharing shall be defined as the sharing of duties and responsibilities of one (1) position by two (2) employees.
2. Each job-sharing employee shall have a contractual workweek 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.
3. The District's professional development days will be attended fulltime by both job-sharing employees at no additional cost to the District.
4. Both job-sharing employees shall attend any scheduled parent-teacher conferences involving shared students.
5. 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 at the discretion of the Superintendent to determine who will assume the vacant portion of the position.

### **B. COMPENSATION**

1. Salary compensation for each job-sharing employee shall be prorated according to the amount the bargaining unit member would have earned if the employee were full-time.
2. All other benefits, including insurance (with the exception of life insurance), shall be prorated for job sharing employees.
3. 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.

### **C. NOTIFICATION OF INTENT**

1. 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<sup>st</sup>. 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.

2. Once a job share proposal has been submitted, a meeting will be held including, but not limited to, the two (2) teachers who may be involved in the time sharing, the Director of Teaching & Learning, building principal and the PEA President. Upon tentative approval of the Director of Teaching & Learning, the two (2) teachers shall meet with the principal of the building where the job sharing is proposed for the purpose of attempting to reach mutual agreement on the duties and responsibilities (including, but not limited to, in-service, staff meetings, parent-teacher conferences), to be performed by each teacher under the job sharing proposed. The job sharing will not occur if the building principal and teachers are unable to reach mutual agreement on the duties and responsibilities to be performed.
3. Any initial job sharing arrangement provided for in this Article shall have a maximum duration of one (1) school year. In order for a particular job sharing arrangement to continue or be renewed for an additional school year, there must be mutual agreement among the building principal and the participating teachers. An agreement to continue a job sharing arrangement for more than one (1) year shall not establish a past practice entitling the participating teachers to continue the job sharing an additional year in the absence of mutual agreement with the building principal.
4. 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.
5. Job sharing bargaining unit members who wish to return to fulltime positions shall follow the voluntary transfer provisions established in Article 27, Assignments, Vacancies, and Transfers.

## **REDUCTION IN FORCE PROCEDURES**

If the Board determines that it is necessary to reduce the number of certificated/licensed 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.

### **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 seniority 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/licensed area affected by the reduction. The sum of the lists of various areas of certification/licensure will equal the number of positions to be reduced.
3. There will be two (2) lists within each certificated/licensed 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.
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<sup>st</sup> 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 May 30<sup>th</sup>; however, actual suspension of the contract shall not occur until after July 31<sup>st</sup>.
6. The Board may send notice of RIF to the affected unit member via electronic mail or other form of communication.

#### **C. IMPLEMENTATION**

If it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts for members in accordance with the recommendations of the Superintendent pursuant to ORC 3319.17. In determining the position(s) to be reduced, eliminated or not filled, the following sequence shall be used, subject to the Superintendent's right of assignment per ORC 3319.01:

1. First, position(s) vacated as a result of a voluntary resignation, retirement or death will not be filled.
2. Second, all contracts of reemployed retirees in affected areas shall not be renewed.
3. Third, contracts of members shall be reduced in the following order:
  - a. Limited contract members who have a final summative rating of ineffective;
  - b. Continuing contract members who have a final summative rating of ineffective;
  - c. Limited contract members who have a final summative rating of developing;
  - d. Continuing contract members who have a final summative rating of developing;
  - e. Limited contract members who have a final summative rating of skilled;
  - f. Continuing contract members who have a final summative rating of skilled;
  - g. Limited contract members who have a final summative rating of accomplished; and
  - h. Continuing contract members who have a final summative rating of accomplished.

#### **D. DEFINING COMPARABILITY**

For the purpose of determining which evaluations are "comparable", all members rated "accomplished" shall be deemed comparable to one another; all members rated "skilled" shall be comparable to one another; all members rated "developing" shall be comparable to one another; and all members rated

“ineffective” shall be deemed comparable to one another. For the 2013-2014, 2014-2015 and 2015-2016 contract years only, all members will be considered to have comparable evaluations.

**E. RIF PROCEDURES FOR MEMBERS WHO ARE NOT “TEACHERS”**

Until an evaluation instrument is prepared and implemented, members who are not considered “teachers” for purposes of the Teacher Evaluation Policy under Ohio law shall have their contracts suspended according to seniority in the event of a reduction in force. After implementation of the evaluation instrument, such members’ contracts shall be reduced on the basis of performance, as set forth in subsection C. above. For the 2013-2014, 2014-2015 and 2015-2016 contract years only, all members who are not “teachers” will be considered to have comparable evaluations.

**F. BUMPING RIGHTS**

1. If a member whose contract is suspended due to a reduction in force is certified/licensed for another position(s) in the District, and provided the displaced member has a final summative evaluation rating of “developing” or better, the process set forth in Article 29 C. 1 through 3 will be repeated. If a suspended member has an equal final summative evaluation rating, the suspended teacher must also have greater seniority in order to displace another unit member. It is possible the process will repeat multiple times until the member whose contract is suspended is ultimately determined. Any member displaced with a rating of developing or better may displace another member according to this Article.
2. Appropriate certification/licensure must be on file with the Board on the date the RIF is announced.
3. A unit member will have two (2) workdays to exercise bumping rights. If a unit member does not exercise his/her bumping rights within two (2) workdays, the unit member will be assigned a teaching position.
4. 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<sup>st</sup>, and (3) the unit member is certified/licensed 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.

**G. RECALL FROM SUSPENSION**

1. Unit members whose contracts have been suspended as part of a RIF will be eligible for recall for twenty-four (24) months from the effective date of the suspension.
2. If there is a vacancy to be filled, as determined by the Board in its sole and exclusive discretion, then the suspended member who holds a valid certificate/license to fill the vacancy will be recalled on the basis of his/her final summative evaluation rating. Seniority will not be the basis for recall except where the member’s final summative evaluation ratings are “comparable”, as defined above. 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 selected unit member(s) on the callback list shall be: (1) contacted either in person, email, or by telephone and advised of the vacancy, or (2) if personal contact is not confirmed,

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, email, certification/licensure and place of employment.

4. The unit member shall respond to the vacancy opportunity within two (2) workdays of notice if the notice is issued prior to August 1<sup>st</sup>. If the notice is issued after July 31<sup>st</sup>, 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 two (2) workdays after contact, the opportunity for assignment goes to the next unit member on the callback list according to his/her final summative evaluation rating, or if ratings are comparable, upon seniority. A unit member who declines or does not respond to 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.

#### **H. 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/licensed 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 hospitalization, dental and other insurance benefits as per the provisions of C.O.B.R.A. for a period of eighteen (18) months following the effective date of suspension. Group life insurance coverage may be continued at the member's expense in accordance with the District's life insurance policy in effect at the time.
3. During a period of 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. 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 and 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.
5. The parties agree that these procedures apply only to the suspension of contracts as provided under Ohio Revised Code 3319.17. This Article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the District.

## UNIT MEMBER DAY AND YEAR

A. The unit member workday shall not be longer than seven and one-half (7-1/2) hours. Effective with the 2016-2017 school year the unit member day shall not be longer than eight (8) hours.

1. If a required meeting is scheduled, a unit member may be required to remain up to an additional eight (8) hours per school year beyond the work day for Open House, "Back to School Night", professional development 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 workday. **(Paragraph A. 1. Expires at the end of the 2015-2016 school year.)**
2. Effective with the start of the 2016-2017 school year, at least thirty hours annually will be allotted to Professional Development time including but not limited to: data analysis, learning new frameworks, Ohio improvement process, collaboration, framework implementation, curriculum and assessment development, or to conduct the business of the district as recommended by the scheduling committee per section F below.

**Recommended changes shall become effective upon approval by the association and the board.**

3. 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 trades. K-4 unit members shall not be assigned more than one (1) duty per day of not more than fifteen (15) minutes in length.
4. 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.
5. The Board will pay twenty dollars (\$20.00) per hour for unit members who supervise bus duty beyond the seven and one-half (7-1/2) hour unit member day. Effective with the 2016-2017 school year, the Board will pay twenty dollars (\$20.00) per hour for unit members who supervise bus duty beyond the eight (8) hour unit member day.
6. 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 workday for each full-time unit member will include:

1. At least a thirty (30) minute, uninterrupted, duty-free lunch period at a time the cafeteria is serving food. This time shall be completely free of any duty/student contact time, including but not limited to, the time it takes a unit member to get students to lunch and return them to the classroom. Unit members may leave the building during their duty-free lunch period upon notification of the building principal/designee.

2. No less than two hundred (200) minutes per week, fifty (50) minutes prior to the start of the student day, will be scheduled for professional preparation time.
  3. One day per any four (4) or five (5) day week consisting of fifty (50) minutes prior to the student day shall be reserved to conduct the business of the school district.
  4. Structured professional time is to be provided to grade K-6 classroom teachers during the student day while students are receiving Global Integration Team (GIT) services.
  5. Grade 7-8 unit members will receive additional structured professional time on a rotational basis during the thirty (30) minute student E&I period, and will not be assigned a duty.
  6. The duty schedule shall be designed to afford grade 9-12 unit members a structured professional time on a rotational basis during the student day.
  7. If an RTI, ETR/IEP, or building meeting is scheduled during a unit member's professional preparation time, the unit member shall be entitled to professional replacement time to be used at a time mutually agreed upon with the building principal. Such replacement time shall be scheduled within thirty (30) days, unless both parties agree otherwise.
- C. Scheduled parent-teacher conference days may start at a time different from the regular starting time for unit members as established by the Superintendent (or designee) and the Association President (or designee) with input from the principal and faculty in each building. 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.
- D. Unit Member Year (Except New Unit Members) – Cross-Reference Article 8

The unit member year shall be defined as follows:

<u>K-8 Year</u>		<u>9-12 Year</u>	
179	Instructional days	180	Instructional days
3	Parent-Teacher Conference Days	2	Parent-Teacher Conference Days
1	Record Day*	1	Record Day*
1	Teacher Professional Development Day	1	Teacher Professional Development Day
2	<u>Pre-Service Days</u>	2	<u>Pre-Service Days</u>
186	Total	186	Total

There will be one (1) record day at mid-year and one (1) teacher professional development day. The teacher professional development day will be used for planning, collaboration, grading, benchmarking, recording Student Learning Objectives (SLOs), assessment data, and recordkeeping.

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



- E. 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.
- F. Two scheduling committees (one for K-6 and one for 7-12) consisting of an equal number of unit members, appointed by the PEA president, and administrative staff appointed by the Superintendent, shall be formed to discuss a variety of schedule options, student support services, and academic programming. The committee shall begin work no later than September 15<sup>th</sup> of each school year, at mutually agreed upon meeting times. The committee shall present its findings to both the PEA and the Board of Education no later than December 15<sup>th</sup> of each school year.
  - 1. Members of the committee will be compensated for their work in the form of paid release time or at the indirect instruction rate.
  - 2. The committee does not have the authority to negotiate wages, hours, or terms and conditions of employment.
  - 3. The committee will present an annual analysis of scheduling options and recommend modifications as needed to the board of education and association.

G. 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 thirty-five (135) instructional minutes or more will entitle the unit member to two hundred (200) minutes, fifty (50) minutes of professional preparation time per week/day respectively. An equivalent arrangement for professional preparation time will be made for part-time unit members at the elementary level. Professional preparation 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, teacher professional development days and pre-service days, such members shall be in attendance at school for the entire school day.

**Article 31**

**INSTRUCTIONAL DUTIES BEYOND DAY/YEAR**

The superintendent/designee shall offer instructional assignments outside the regular school day/year to unit members prior to offering such assignments to individuals outside the bargaining unit. For direct instructional assignments or for academic credit courses that are offered to and accepted by a unit member, the member will be paid his/her regular hourly rate of pay. Indirect instructional assignments referenced in Appendix A-13 shall be paid at an hourly rate of \$20 per hour.

Any per diem payments will be paid based upon daily rate of pay for 186 days. For any unit members employed on or before June 1, 2016 the per diem payments will be prorated based upon a 7-1/2 hour day.

Reference: Appendix A-13 (pre-approval required)

## Article 32

### **TESTING**

#### **A. Retention/Promotion of Pupils**

Bargaining unit members recommending retention or advancement for pupils will not be subject to adverse employment actions by the Board based on such decisions.

#### **B. Kindergarten Early Literacy Screening**

Kindergarten teachers will be given the first three (3) days students are in school at the beginning of the school year to complete the state mandated Kindergarten Entry Assessment (KEA).

#### **C. Alternate Assessment**

Special education unit members who administer alternate assessments in lieu of Ohio mandated testing for special education pupils, shall be provided the necessary coverage to receive the appropriate training, administer the assessment, and complete the required data entry, during the contractual day.

#### **D. Special Education/Initial Student Evaluations**

Special Education unit members who are required to administer initial student evaluation assessments will be provided coverage during the instructional time needed to assess the student and score the results.

## Article 33

### **OBSERVANCE OF DAILY TIME SCHEDULE**

The following procedure shall be used by school district administration 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.

## **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 workday 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 workday.

No unit member 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 eight (8) hours of contractually required meetings during the school year that go beyond the workday. **(Expires at the end of the 2015-2016 school year.)**

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; or working as a volunteer with any school district support groups such as PTO's, Academic Boosters, Athletic Boosters, or Music Boosters.

## Article 35

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

A committee shall be established to meet annually upon the call of the Superintendent to recommend to the Board a school calendar.

#### **A. Procedures to Follow in Determining the Yearly Calendar**

1. The first student day will start no earlier than August 10<sup>th</sup> and the last student day will be no later than May 31<sup>st</sup>. Unit members will not be required to work:

Labor Day	Martin Luther King Day
Thanksgiving and the following Friday	Good Friday
Last weekday before Christmas	Spring Break
Winter Break	Memorial Day
New Year's Day	

2. The Calendar Committee shall consist of the Superintendent/designee and another representative of the Administrative staff, the Pickerington Education Association President/designee, and one (1) Board Member.
3. The committee shall follow federal and state mandates in the development of the school calendar and shall be responsible for identifying teacher conference days and make-up days.
4. The recommendation of the calendar committee may be rejected by the Board and may be returned to the committee. The Board has the final authority to establish the calendar.

## Article 36

### **FACULTY LEADERSHIP TEAM**

There shall be established in each building a Faculty Leadership Team (FLT) for the purpose of: 1) providing a forum to express faculty and administrative concerns, 2) reviewing and recommending building level plans and procedures, 3) improving building wide communications between departments and/or grade levels; and where applicable 4) recommending the board approve Category VI-B Article 10 student clubs at the middle, junior high and high schools.

#### **A. Rules and Regulations**

1. In the elementary and middle school buildings, the membership of each FLT shall consist of one (1) unit member selected by the Association from each grade level for every ten (10) members or major fraction thereof. Additionally, the FLT shall consist of one (1) special education teacher, one (1) guidance counselor, and the building principal/designee. Representatives from the building global integration team shall be invited to all FLT meetings. FLT members shall be elected by the unit member's assigned to that building.
2. At the secondary level, the membership of each FLT 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. Each FLT shall schedule an organizational meeting 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. The PEA President/designee shall be scheduled to attend the organizational meeting in order to provide best practices training for all FLT members.
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 FLT chairperson.
5. Each year, the FLT shall elect a Secretary from its membership who will be responsible for recording the minutes for all FLT meetings. Immediately after each meeting the Secretary should prepare a copy of the minutes and distribute electronic copies to each unit member in the building and post the minutes to the Google FLT folder.
6. The FLT should be responsible for setting its own meeting schedule and for distributing electronic copies of this schedule to all unit members. In general, it is suggested that each FLT meet at least once per month.
7. All meetings of the FLT shall be open to every unit member, non-certified/non-licensed employees, and administrators (except building principal/designee) as non-voting observers.
8. Any proposed building guidelines recommended by majority vote of the FLT that have been mutually agreed to by the building principal shall first be given an initial reading at a FLT meeting. The guidelines must be committed to writing by the FLT chairperson or secretary and distributed to all employees in the building and the Superintendent for review.
9. The Faculty Leadership Team shall make every effort to share “best practices” with the FLT's in other buildings and the FLT's shall make every effort to integrate modern business concepts into building operations.

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 FLT 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.

## **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEES**

The Association and the Board hereby agree to establish a Local Professional Development Committee (LPDC) consistent with RC 3319.22 as amended by SB 230 and regulation adopted thereunder.

### **A. Purpose**

The LPDC shall oversee and review professional development plans for coursework, continuing education units, or other equivalent activities, as required by law.

### **B. Structure**

1. The LPDC shall consist of seven members as follows:
  - a. Four (4) PEA members appointed by the President. All four (4) must be practicing classroom teachers.
  - b. Three (3) non-PEA members appointed by the Superintendent.
2. 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.
3. The number of meetings and the time and place of each, shall be determined by the Committee.
4. The Committee shall determine the manner in which it makes decisions and the items it will consider.
5. 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 SB 230.


### **C. Compensation**

Members of the Committee shall be compensated for their work in the form of paid release time or at the indirect instructional rate (reference Article 31 - Instructional Duties Beyond Day/Year). The amount, time and manner of compensation will be agreed upon before any committee work is performed.

### **D. 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 the Association, and the cost for said training shall be paid by the Board of Education.



Article 38

**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:

- A. The right to join and participate in civic or professional organizations on one's personal time.
- B. The right to participate in political functions on one's personal time.
- C. The right to hold elected office.
- D. 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 to be in conflict with performance of contract duties. Any said administrative or board action shall be provided to the unit member in writing.

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 39

**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 40

### **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:

- A. The matter should be first discussed with the principal or immediate administrative supervisor.
- B. 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.
- C. 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 41

### **PUPIL ISSUES**

#### **A. Medical Needs**

- 1. Only Multiple Disability (MD) teachers and nurses, shall be required to be trained to assist with caring for the student's personal bodily needs and/or to physically lift a student unless in an emergency.
- 2. No unit member, except nurses, shall be required to administer any medicine or to perform any medical procedure, except on district-approved field trips.

#### **B. Non-Nursing Unit Members Dispensing Medication on District-Approved Field Trips**

- 1. All non-nursing unit member participants shall be volunteers. A pupil issue that may occur in the course of the unit member volunteering will not be taken into consideration as part of the unit member's evaluation.
  - a. The volunteer non-nursing unit members are only volunteering to provide these services on field trips when, and only when, a school nurse, other licensed health care professional or licensed health care aide is not available to do so.
  - b. Refusal to volunteer to provide these medical services by non-nursing unit members cannot be used for any adverse employment action by Pickerington Local Schools.



2. To administer prescription drugs to students, the unit member must complete the requisite training program, per Board policy and Ohio Revised Code Section 3313.713 and the Nurse Practice Act, as amplified by Administrative Code, Chapter 2723.13.
  - a. Training shall be offered by the District on an annual basis. Any attendance at said training will be voluntary and considered professional leave. In the event that said training is offered during the school day, a substitute teacher will be provided.

**C. New Student Notification**

When possible, teachers will receive advance notice of new or at-risk students assigned to their classes. Teachers will also be informed of pertinent student information, to the extent permitted by law that will allow teacher's to best assist students instructionally.

**Article 42**  
**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. K-2	26 pupils per class
3-4	26 pupils per class
2. Middle School (5-6)	28 pupils per class
Junior High (7-8)	28 pupils per class
3. Grades 9-12	30 and no more than 180 students per day
4. Grades K-8	30 - maximum cap per class
5. Grades 9-12	32 - maximum cap per class
6. Grades 7-12 - Physical Education	32 - maximum cap per class

It is always the intent of the district to equitably distribute students based on the number per class as well as student needs. Every effort will be made to complete redistribution of students within the first interim period.

Certain activity classes such as band and choir 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. Overage payments during the first ten (10) days will be made according to Section D below.

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.

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, the unit member will be compensated at the rate of \$30.00 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), and grades 7-12, the unit member will be compensated at the rate of \$20.00 per pupil, 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.

E. Homeroom teachers in grades K-6 with a regular self-contained classroom assignment in excess of twenty-eight (28) pupils will not be assigned an additional 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 overage 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.

Reference: Appendix 16  
Appendix 17  
Appendix 18  
Appendix 19  
Appendix 20

## **GRIEVANCE PROCEDURE**

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

### **A. Definition**

A grievance is a complaint involving the alleged violation, misinterpretation, or misapplication of a provision set forth in this Master 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). In the event of a group grievance, 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.

### **B. Non-Reprisal**

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

### **C. Procedure**

#### **1. Informal**

- a. 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.
- b. A group grievance or an Association grievance shall be initiated at the Superintendent's level.

If an individual grievance is not resolved at the informal level, the grievant shall complete and submit, on the designated grievance form (Appendix 21), the basis of the grievance, including the specific article(s) of the Master 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 President, and the Superintendent. This shall be done within seven (7) days of receipt of said grievance.

2. 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.

3. Third Formal Level – Arbitration

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

4. Miscellaneous

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

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

No grievance shall be resolved inconsistently with the terms and conditions of this Master Agreement without written concurrence of the Association. Any such resolution will not be given any consideration.

Reference Appendix A-21

## Article 44


### **INTERIM BARGAINING**

- A. In the event that the Board determines to implement changes during the term of this 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, the Board will give timely notice of such determination to the Association. Within ten (10) 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 more 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.
- B. 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 more thirty (30) additional days or until resolution is reached, whichever occurs first. The mediator shall be 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.
- C. If the parties have not reached agreement by the end of the mediation period, the Board and Association may, upon mutual agreement after the conclusion of the mediation period, submit the unresolved issue or issues to arbitration. If the parties agree to submit the matter to Arbitration, an arbitrator will be selected and Arbitration conducted in accordance with the provisions of Article 43 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. The Association shall have no right to strike if the outstanding issues are submitted to binding arbitration.
- D. If the parties do not agree to refer the unresolved issue or issues to arbitration, the Board may implement its last best offer and the Association may, within ten (10) days after the conclusion of mediation, issue a strike notice as provided in Ohio Revised Code Chapter 4117.

## Article 45

### **DRUG-FREE WORKPLACE**


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 Federal, State, or local health, law enforcement, or other appropriate agency. All policies and notices developed in compliance with the Drug-Free Workplace Act will be posted in the same fashion as other bargaining unit information.



Article 46

**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 non-exercise 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 47

**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.

**DURATION**

The terms and conditions of this Agreement shall remain in full force and effect from midnight, June 30, 2015 through midnight, June 30, 2018. This Master Agreement shall replace the 2013-2015 Master Agreement.

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**

**Pickerington Local Board of Education**

Deborah Miller 8/20/15  
PRESIDENT DATE

Lisa Reade 10/12/15  
BOARD PRESIDENT DATE

Carla Pittz  
TEAM MEMBER

Valerie Brown Thompson  
SUPERINTENDENT

Teri Allen  
TEAM MEMBER

Taty R. J. S.  
TREASURER

Lynn Davis  
OEA REPRESENTATIVE

David J. Lange  
LEGAL REPRESENTATIVE

PICKERINGTON LOCAL SCHOOL DISTRICT

**Upgrade Salary Notice**

September 15<sup>th</sup> Upgrade Deadline  
(Retro to 1<sup>st</sup> pay in September)

**Example**

Salary Schedule: <b>BA+150 to MA Step 5</b>			
BA+150 Salary at Step 5:	\$51,301	\$275.81/day	\$2,137.54/period
MA Salary at Step 5:	\$57,531	\$309.31/day	\$2,397.13/period

Pay Calculation

September 5<sup>th</sup> pay: \$2,137.54

Upgrade Paperwork Received by September 15<sup>th</sup> Deadline

September 20<sup>th</sup> pay: \$2,137.54

Per Agreement, Upgrade to be Paid Beginning 1<sup>st</sup> Pay in October

October 5<sup>th</sup> pay: \$2,420.72, your new annual is the full contract amount of \$57,531 – (2 x \$2,137.54) = \$53,255.92 over the remaining 22 pays.

Remaining Pays at New Semi-Weekly Pay per Period: \$2,420.72

Total pay: (2 pays x \$2,137.54) + (22 pays x \$2,420.72) = \$57,531 (rounded)

**DISCLOSURE:**

This example is based on the 2015-2018 contract.



## PICKERINGTON LOCAL SCHOOL DISTRICT

**Upgrade Salary Notice**January 31<sup>st</sup> Upgrade Deadline**Example**

Salary Schedule: <b>BA+150 to MA Step 9</b>			
BA+150 Salary at Step 9:	\$58,388	\$313.91/day	\$2,432.83/period
MA Salary at Step 9:	\$66,175	\$355.78/day	\$2,757.29/period

Pay Calculation

92 (days) x \$313.91 (daily rate) = \$28,879.72 (Amount Earned at Old Rate)

94 (days) x \$355.78 (daily rate) = \$33,443.32 (Pro-Rated Amount of Remaining Contract at New Rate)

Total Amount of New Contract: \$28,879.72 + \$33,443.32 = \$62,323 (rounded)

Upgrade Paperwork Received by January 31<sup>st</sup> Deadline

Amount Paid by 1<sup>st</sup> Pay in February: \$2,432.83/period x 11 pays = \$26,761.13

Per Master Agreement, Upgrade to be Paid Beginning 2<sup>nd</sup> Pay in February

Amount Owed Beginning 2<sup>nd</sup> Pay of February, and After Calculating Upgrade:  
\$62,323 (total amount owed) - \$26,761.13 (total amount paid thru 1<sup>st</sup> pay in February) = \$35,561.87

New Pay per Period: \$35,561.87 divided by 13 pays = \$2,735.53

Total Pay: (11 pays x \$2,432.83) + (13 pays x \$2,735.53) = \$62,323 (rounded)

**DISCLOSURE:**

This example is based on the 2015-2018 contract.  
The number of days may fluctuate between 1<sup>st</sup> and 2<sup>nd</sup> semester.

PICKERINGTON LOCAL SCHOOL DISTRICT

**Upgrade Salary Notice**

May 15<sup>th</sup> Upgrade Deadline

Example

Salary Schedule: BA to BA+150 Step 0			
BA Salary at Step 0:	\$38,938	\$209.34/day	\$1,622.42/period
BA+150 Salary at Step 0:	\$42,442	\$228.18/day	\$1,768.42/period

Pay Calculation

168 (days) x \$209.34 (daily rate) = \$35,169.12 (Amount Earned at Old Rate)

18 (days) x \$228.18 (daily rate) = \$4,107.24 (Pro-Rated Amount of Remaining Contract at New Rate)

Total Amount of New Contract: \$35,169.12 + \$4,107.24 = \$39,276 (rounded)

Upgrade Paperwork Received by May 15<sup>th</sup> Deadline

Amount Paid by 2<sup>nd</sup> Pay in May: \$1,622.42/period x 18 = \$29,203.56

Per Master Agreement, Upgrade to be Paid Beginning 1<sup>st</sup> Pay in June

Amount Owed Beginning 1<sup>st</sup> Pay of June, and After Calculating Upgrade:  
 \$39,276.00 (total amount owed) - \$29,203.56 (total amount paid thru 2<sup>nd</sup> pay in May) = \$10,072.44

New Pay per Period: \$10,072.44 divided by 6 pays = \$1,678.74

Total Pay: (18 pays x \$1,622.42) + (6 pays x \$1,678.74) = \$39,276 (rounded)

**DISCLOSURE:**

This example is based on the 2015-2018 contract.  
 The number of days may fluctuate based on the number of days left in the contract following the upgrade deadline.

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):

Employee ID

Employee's Name (please print) \_\_\_\_\_

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

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

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

Employee's Account Number \_\_\_\_\_ Checking  Savings

Amount (\$) or Percentage (%) to Deposit \_\_\_\_\_

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

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

Employee's Account Number \_\_\_\_\_ Checking  Savings

Amount (\$) or Percentage (%) to Deposit \_\_\_\_\_

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

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

**Please attach a voided check for each account referred to above.  
Deposit slips will not be accepted.**

PICKERINGTON LOCAL SCHOOL DISTRICT

## Application for Reimbursement of Professional Growth

**Application must be submitted with grade slips and university fee receipts to be eligible for reimbursement.**

The following form must be completed and submitted for consideration of professional growth reimbursement(s).

Employee ID

Name (please print) \_\_\_\_\_ Date of Submission \_\_\_\_\_

Assignment \_\_\_\_\_

Building \_\_\_\_\_

Degree Held \_\_\_\_\_ Certificate/License Held \_\_\_\_\_

Name(s) of course(s) requesting reimbursement:

Course #	Course Name	University	Course Start Date*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**\*Submission deadline:**

- Spring Semester/Quarter – received by Treasurer no later than June 30<sup>th</sup>
- Summer Term – received by Treasurer no later than September 30<sup>th</sup>
- Fall Semester/Quarter – received by Treasurer no later than January 31<sup>st</sup>
- Winter Quarter – received by Treasurer no later than April 30<sup>th</sup>

**Courses considered for reimbursement:**

- i. Courses required for renewal of current license/certificate taken in current content area;
- ii. Courses necessary to upgrade an existing license/endorsements;
- iii. Courses necessary to earn additional license/endorsements;
- iv. Courses required by the Human Resources Director to meet Highly Qualified Teacher status.

**Coursework taken that does not meet one of the criteria above will not be eligible for reimbursement.**

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

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

**Return completed form to Treasurer's Office**

Coursework approval date \_\_\_\_\_

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:

Employee ID                     

Name (please print) \_\_\_\_\_ 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

Recommendation to Board of Education  Approval  Disapproval Date \_\_\_\_\_

\_\_\_\_\_  
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 employee’s personnel file. **Reminder** - An **Application for Reimbursement of Professional Growth** form (Appendix A-3) will need to be submitted upon completion of coursework per Article 8.

PICKERINGTON LOCAL SCHOOL DISTRICT

**Mileage Statement**

Employee ID

\_\_\_\_\_  
Name (please print)

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

○ 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 \_\_\_\_\_¢\* = \$ \_\_\_\_\_  
 Other Reimbursable Expenses = \_\_\_\_\_  
 Total Amount Due = \$ \_\_\_\_\_

\*Per the terms of this Agreement and the IRS.

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

\_\_\_\_\_  
Date

**Return completed form with Supervisor/Principals signature to Assistant Superintendent's office.**

\_\_\_\_\_  
Assistant Superintendent/Designee Approval

\_\_\_\_\_  
Date

**Your Anthem Benefits**



**Pickerington Local Schools  
Blue Access<sup>SM</sup> (PPO) – PPO Plan \$500 Ded  
Summary of Benefits, Effective 09/01/2015**

Benefits Covered	Network	Non-Network
<b>Deductible (Single/Family)</b>	\$500/\$1,000	\$1,000/\$2,000
<b>Out-of-Pocket Limit (Single/Family)</b>	\$1,500/\$3,000	\$3,000/\$6,000
<b>Physician Home and Office Services (PCP/SCP)</b> Primary Care Physician (PCP)/Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> <li>• allergy injections (PCP and SCP)</li> <li>• allergy testing</li> <li>• routine and non-routine mammograms (regardless of outpatient setting)</li> <li>• diabetic education (regardless of outpatient setting)</li> <li>• certain medical nutritional therapy (regardless of outpatient setting)</li> <li>• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies and non-maternity related Ultrasounds</li> </ul>	\$25/\$35  10% 10% No copayment/coinsurance  No copayment/coinsurance No copayment/coinsurance  10%	30%  30% 30% 30% 30% 30%
<b>Preventive Care Services</b> Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations <sup>1</sup> , Annual diabetic eye exam, Routine Vision And Hearing exams <ul style="list-style-type: none"> <li>• Physician Home and Office Visits (PCP/SCP)</li> <li>• Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul>	No copayment/coinsurance No copayment/coinsurance	30% 30%
<b>Emergency and Urgent Care</b> <ul style="list-style-type: none"> <li>• <b>Emergency Room Services @ Hospital</b> (facility/other covered services) (copayment waived if admitted)</li> <li>• <b>Urgent Care Center Services</b></li> </ul>	\$150  \$35	\$150  \$35
<b>Inpatient and Outpatient Professional Services</b> Include but are not limited to: <ul style="list-style-type: none"> <li>• Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams</li> </ul>	10%	30%
<b>Inpatient Facility Services</b> Unlimited days except for: <ul style="list-style-type: none"> <li>• 60 days Network/Non-Network combined for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)</li> <li>• 60 days Network/Non-Network combined for skilled nursing facility</li> </ul>	10%	30%
<b>Outpatient Surgery Hospital/Alternative Care Facility</b> <ul style="list-style-type: none"> <li>• Surgery and administration of general anesthesia</li> </ul>	10%	30%
<b>Other Outpatient Services (including but not limited to):</b> <ul style="list-style-type: none"> <li>• Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds</li> <li>• Home Care Services</li> <li>• Durable Medical Equipment, Orthotics and Prosthetic Devices</li> <li>• Physical Medicine Therapy Day Rehabilitation programs</li> <li>• Hospice Care</li> <li>• Ambulance Services</li> </ul>	10%  10% 10% 10% 10% 20%	30%  30% 30% 30% 10% 20%

Benefits Covered	Network	Non-Network
<b>Outpatient Therapy Services</b> <b>(Combined Network &amp; Non-Network limits apply)</b> <ul style="list-style-type: none"> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> Limits apply to: <ul style="list-style-type: none"> <li>Physical therapy: 20 visits</li> <li>Occupational therapy: 20 visits</li> <li>Manipulation therapy: 16 visits</li> <li>Speech therapy: 20 visits</li> </ul>	\$25/\$25 10%	30% 30%
<b>Behavioral Health Services<sup>2</sup></b> <ul style="list-style-type: none"> <li>Inpatient Facility Services</li> <li>Inpatient Professional Services</li> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional</li> </ul> <b>These benefits have been tested and are compliant with Federal Mental Health Parity legislation.</b>	10% 10% \$25/\$25 10%	30% 30% 30% 30%
<b>Human Organ and Tissue Transplants<sup>3</sup></b> <ul style="list-style-type: none"> <li>Acquisition and transplant procedures, harvest and storage.</li> </ul>	No copayment/coinsurance	30%
<b>Prescription Drugs<sup>4</sup></b> <b>Network Tier structure equals 1/2/3 (and 4, if applicable)</b> <ul style="list-style-type: none"> <li><b>Network Retail Pharmacies:</b> (30-day supply) Includes diabetic test strip</li> <li><b>Anthem Rx Direct Mail Service:</b> (90-day supply) Includes diabetic test strip</li> </ul> <b>Medicare Rx – Wrap</b>	\$100 Deductible (Network/ Non-Network Combined) \$15/\$30/\$45  \$30/\$60/\$90	\$100 Deductible (Network/ Non-Network Combined) \$15/\$30/\$45  Not covered

**Notes:**

- All deductibles, copayments and coinsurance apply toward the out-of-pocket maximum including prescription drugs. (Excludes Non-network Human Organ and Tissue Transplant (HOTT) Services).
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a percentage (%) coinsurance applies to other covered services.
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26.
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYN's and Geriatrics or any other Network Provider as allowed by the plan.
- Physicians Home and office visit copayment also applies if the office visit is billed with allergy injections.
- No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 110% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = calendar year

<sup>1</sup>These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.

<sup>2</sup>We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations. Behavioral Health Services (Mental Health and Substance Abuse) benefits provided in accordance with Federal Mental Health parity.

<sup>3</sup>Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

<sup>4</sup>All prescription drug expenses except tier 1, (Network/Non-network, Retail/Mail-service combined) apply to the individual deductible. Once the deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out of pocket maximum applies to Network Retail and Mail-Service combined.

<sup>5</sup>Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

**Precertification:**

- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.





**Delta Dental PPO (Point-of-Service)  
Summary of Dental Plan Benefits  
For Group #1039-0001, 0002, 0003, 0099  
Pickerington Local School District**

This Summary of Dental Plan Benefits should be read in conjunction with your Dental Care Certificate. Your Dental Care Certificate will provide you with additional information about your Delta Dental plan, including information about plan exclusions and limitations. The percentages below will be applied to the lesser of the dentist’s submitted fee and Delta Dental’s allowance for each service. Delta Dental’s allowance may vary by the dentist’s network participation. PLEASE NOTE – if you choose a Nonparticipating Dentist, you will be responsible for any difference between the amount Delta Dental allows and the amount the Nonparticipating Dentist charges, in addition to any Co-payment or Deductible.

**Control Plan** – Delta Dental of Ohio

**Benefit Year** – January 1 through December 1

Covered Services	PPO Dentist	Premier Dentist	Non-participating Dentist
	Plan Pays	Plan Pays	Plan Pays*
<b>Class I</b>			
<b>Diagnostic and Preventive Services</b> – includes exams, cleanings, fluoride, and space maintainers	100%	100%	100%
<b>Emergency Palliative Treatment</b> – to temporarily relieve pain	100%	100%	100%
<b>Sealants</b> – to prevent decay of permanent teeth	100%	100%	100%
<b>Radiographs</b> – X-rays	100%	100%	100%
<b>Class II</b>			
<b>Minor Restorative Services</b> – fillings and crown repair	80%	80%	80%
<b>Endodontic Services</b> – root canals	80%	80%	80%
<b>Periodontic Services</b> – to treat gum disease	80%	80%	80%
<b>Oral Surgery Services</b> – extractions and dental surgery	80%	80%	80%
<b>Other Basic Services</b> – misc. services	80%	80%	80%
<b>Relines and Repairs</b> – to bridges and dentures	80%	80%	80%
<b>Class III</b>			
<b>Major Restorative Services</b> – crowns	60%	60%	60%
<b>Prosthetic Services</b> – includes bridges and dentures	60%	60%	60%
<b>Class IV</b>			
<b>Orthodontic Services</b> – includes braces	60%	60%	60%
<b>Orthodontic Age Limit</b>	No Age Limit	No Age Limit	No Age Limit

\*When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This Nonparticipating Dentist Fee may be less than what your dentist charges, which means that you will be responsible for the difference.

**Maximum Payment** - \$2,500 per person total per benefit year on all services except orthodontics. \$850 per person total per lifetime on orthodontic services.

**Deductible** - \$25 deductible per person total per benefit year limited to a maximum deductible of \$50 per family per benefit year. The deductible does not apply to diagnostic and preventive services, emergency palliative treatment, x-rays, sealants, and orthodontic services.

PICKERINGTON LOCAL SCHOOL DISTRICT  
**Sick Leave Transfer Request Form**

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

Employee ID

I, \_\_\_\_\_, do hereby request \_\_\_\_\_ day(s) of sick leave  
Name of Employee (please print) # of days

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

This request is due to the following catastrophic personal illness, or illness of a child and/or spouse (please explain).

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**I hereby certify that this request is due to catastrophic personal illness, or illness of a child and/or spouse.**

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

Request for sick leave transfer for \_\_\_\_\_ number of days.  Approved  Disapproved

\_\_\_\_\_  
Superintendent/Designee Association President

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

PICKERINGTON LOCAL SCHOOL DISTRICT  
**Sick Leave Donation Form**

Employee ID

I, \_\_\_\_\_ hereby authorize the Treasurer's Office to deduct  
Donor (please print)

\_\_\_\_\_ donated sick day(s) from my accumulated sick leave balance and to credit sick leave day(s) to  
# of days

\_\_\_\_\_  
Employee Name (please print)

\_\_\_\_\_  
Donor's Signature

\_\_\_\_\_  
Date

**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.**

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.

PICKERINGTON LOCAL SCHOOL DISTRICT

**Incident Report Form**  
**Assaults/Threats - Physical or Verbal**

Employee ID                     

Employee Name (please print) \_\_\_\_\_

Position \_\_\_\_\_ Building \_\_\_\_\_

Date of Incident \_\_\_\_\_ Approximate time incident occurred \_\_\_\_\_

Where did the incident occur? \_\_\_\_\_

Who was involved in the incident? (first and last names) \_\_\_\_\_

\_\_\_\_\_

Who witnessed the incident? (Give specific first and last names of adults and students who witnessed the event)

\_\_\_\_\_

\_\_\_\_\_

Describe any relevant events that preceded the incident \_\_\_\_\_

\_\_\_\_\_

Describe the incident in detail from the beginning (use back of form if needed) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If appropriate, describe any succeeding events that occurred since the incident \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date

**Office Use Only**

Principal/Assistant Principal/Supervisor \_\_\_\_\_

Date Received \_\_\_\_\_ Date(s) follow-up conducted \_\_\_\_\_

Action taken \_\_\_\_\_

\_\_\_\_\_

cc: Superintendent/designee

PICKERINGTON LOCAL SCHOOL DISTRICT

### Personal Leave Cash-In Request Form

Unused personal leave days shall be either converted to sick leave accumulation, or cashed in at the current daily sub rate. The request must be submitted by **April 1<sup>st</sup>** regarding intent to cash in all unused personal leave days; otherwise all unused days will be converted to sick leave. Payment for unused personal leave days shall be included in the July 20<sup>th</sup> paycheck.

Employee ID

I, \_\_\_\_\_ do hereby request that all of my unused days of personal leave  
Name of Employee (please print)

be cashed in at the current daily sub rate.

\_\_\_\_\_  
Signature of Employee making request

\_\_\_\_\_  
Date signed

\_\_\_\_\_ Local Superintendent/designee decision     Approved     Disapproved  
Date

\_\_\_\_\_  
Signature of Superintendent/designee

**Application Instructions:** Submit request to the Human Resources Department at District Office. After action has been taken by the District Office, a copy will be returned to the employee.

PICKERINGTON LOCAL SCHOOL DISTRICT  
**Request for Continuing Contract**

**Do not submit form if you have already been granted a continuing contract.**

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

Employee ID  

Staff Member (please print) \_\_\_\_\_

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

A unit member shall not be eligible for a continuing contract, nor be deemed employed under a continuing contract by operation of law, unless the unit member, no later than October 15<sup>th</sup> of the school year in which the unit member's employment contract is scheduled to expire, files with the Superintendent or designee, a letter of notification that he/she will meet all legal qualifications for a continuing contract prior to the regularly scheduled May Board meeting. Failure by the unit member to provide written notice of continuing contract eligibility by October 15<sup>th</sup> shall result in the unit member being eligible only for a limited contract should the unit member's contract be renewed in April of that year. The unit member may reapply for a continuing contract the following year but the Board reserves the right to deny a continuing contract during the term of a multi-year limited contract. If so, then the unit member may apply for a continuing contract by October 15<sup>th</sup> of the year in which said limited contract expires.

**Unit members eligible for a continuing contract shall provide the Superintendent or designee official transcripts and necessary certificate/license no later than April 30<sup>th</sup> of the school year in which the unit member's employment contract is scheduled to expire.**

The requirements in Articles 23 C. 1 C. 2 and C. 3 shall be in addition to the requirements for continuing contract eligibility in ORC 3319.08 and ORC 3319.11.

Staff Member's Signature \_\_\_\_\_ Date \_\_\_\_\_

Building Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_

**TO BE COMPLETED BY ADMINISTRATION**

Denied  
**Reason:**  Teaching License  Course Work  Length of Teaching Service  In Multi-Year Contract

Approved for (contract year): \_\_\_\_\_ BOE Date \_\_\_\_\_

Superintendent/Designee Signature \_\_\_\_\_ Date \_\_\_\_\_

PICKERINGTON LOCAL SCHOOL DISTRICT  
**Application for Pre-Approval of  
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. For **direct instructional assignments** or for academic credit courses that are offered to and accepted by a unit member, the member will be paid his/her regular hourly rate of pay. For **indirect instructional assignments** including but not limited to duties formerly performed by instructional coaches, enrichment coordinators, junior high school department heads, including ordering supplies shall be paid at an hourly rate of \$20 per hour.

Employee ID                      Date of Request \_\_\_\_\_

Staff Member (please print) \_\_\_\_\_

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

Description of instructional duty: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Approximate number of hours determined by administrator \_\_\_\_\_

Staff Member's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

<p><b>Approved for:</b></p> <p><input type="checkbox"/> <b>Direct Instruction:</b> paid at daily rate of \$ _____</p> <p><input type="checkbox"/> <b>Indirect Instruction:</b> paid at an hourly rate of \$20</p> <p>Treasurer/Designee _____ Date _____</p>
--



PICKERINGTON LOCAL SCHOOL DISTRICT  
 2015-2016  2016-2017  2017-2018

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

Check (✓) one:  Certificated/Licensed  Administrator  Classified/Support Staff

**This form needs to be submitted thirty (30) days prior to registration deadline.  
Failure to complete this form correctly will result in a delay of its processing.**

In District  Out-of-District

Employee ID

Name (please print) \_\_\_\_\_ Building \_\_\_\_\_

Signature \_\_\_\_\_ Date Request Submitted \_\_\_\_\_

THIS IS MY FORMAL REQUEST TO BE ABSENT FROM SCHOOL TO ATTEND THE:

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

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

Meets the following CCIP strategies: (✓ Check a box)

- Highly Qualified Teacher       Instruction of a Diverse Population       Professional Growth Plan
- Promotes Student Achievement       IPDP Plan       Professional Improvement Plan

I will need a substitute for the following days \_\_\_\_\_

Building will arrange for sub coverage

Supervisor or principal recommendation:  **Approved**      Date \_\_\_\_\_

**Disapproved**

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

#### WORKSHOP OR CONFERENCE REGISTRATION

Registration Fee \$ \_\_\_\_\_

(✓ Check One)

Attached is my completed registration form to attend a professional meeting, visitation, conference or workshop. Please register me and pre-pay the registration fee. (Upon approval from the appropriate district office department, a unit member may be entitled to reimbursement of expenses incurred as a result of attending a conference or workshop. Should a unit member or an approved replacement not attend a conference or workshop, they will reimburse the district for the registration fee portion that was prepaid. [Reference Article 19])

I will register myself for the professional meeting, visitation, conference or workshop. I am including a copy of the brochure or agenda with my request. I will be requesting reimbursement from the district to cover the registration fee of the conference. I understand that I will have to submit evidence (receipt of payment and attendance) for said conference or workshop in order for my reimbursement to be processed.

Local Superintendent/designee recommendation:  **Approved**      Date \_\_\_\_\_

**Disapproved**

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

\_\_\_\_\_  
Signature of Superintendent/designee

When the District Office takes action, copies and/or an email will be sent to the principal/supervisor and the employee making the request.

\*If your grant allows additional reimbursement for other expenditures, you will need to complete an addendum for expenses.

**Office Use Only**

Grant/Building Fund \_\_\_\_\_ Date \_\_\_\_\_

**Fund Coordinator**

Requisition # Assigned \_\_\_\_\_

Check # \_\_\_\_\_ Amount \_\_\_\_\_

PICKERINGTON LOCAL SCHOOL DISTRICT

2015-2016  2016-2017  2017-2018

### Request for Permission to Attend Athletic Conference or Clinic

Check (✓) one:  Certificated/Licensed  Classified/Support Staff

Employee ID

Name (please print) \_\_\_\_\_ Building \_\_\_\_\_

Signature \_\_\_\_\_ Date Request Submitted \_\_\_\_\_

THIS IS MY FORMAL REQUEST TO BE ABSENT FROM SCHOOL TO ATTEND THE **REQUIRED**:

\_\_\_\_\_  
(Name of athletic conference, workshop or clinic)

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

THIS IS MY FORMAL REQUEST TO BE ABSENT FROM SCHOOL TO ATTEND THE **NON-REQUIRED**:

\_\_\_\_\_  
(Name of athletic conference, workshop or clinic)

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

I will need a substitute for the following days\* \_\_\_\_\_

Building will arrange for sub coverage

Athletic Supervisor recommendation:  **Approved**  
 **Disapproved**

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Building Athletic Supervisor

Director of Student Activities recommendation:  **Approved**  
 **Disapproved**

Date \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Director of Student Activities

**\*All non-required clinics, workshops/conferences are at the expense of the participant including the cost of a substitute teacher. Athletic clinic, workshop/conference approval forms are turned in to the athletic department. (Reference Article 9)**

PICKERINGTON LOCAL SCHOOL DISTRICT  
**Class Size Overage Payment Form**

Class size overage payments include the first 10 days of school.

Employee ID

Teacher (please print) \_\_\_\_\_ Date \_\_\_\_\_

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

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

**Total Class Size / # of Overage**

**Week:**

Ex:	1	2	3	4	5	6	7	8	9
27 1									

---

Office Use: **TO BE COMPLETED BY PRINCIPAL**

\_\_\_\_\_ Student(s) approved for overload payments (\$30.00 per week/per student) for grades K-4 regular self-contained classrooms.

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

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

PICKERINGTON LOCAL SCHOOL DISTRICT

## Class Size Overage Payment Form

Class size overage payments include the first 10 days of each semester.

Employee ID

Teacher (please print) \_\_\_\_\_ Date \_\_\_\_\_

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

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

**Note:**

- Do not include students assigned to L.D. Resource Room
- K-4 over 26 students
- No more than 3 overage classes per student per day

Per.	Subject	Week:	1	2	3	4	5	6	7	8	9
0	Sample – Math		28 2	/	/	/	/	/	/	/	/
			/	/	/	/	/	/	/	/	/
			/	/	/	/	/	/	/	/	/
			/	/	/	/	/	/	/	/	/

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

Office Use: **TO BE COMPLETED BY PRINCIPAL**

\_\_\_\_\_ Student(s) approved for overload payment - \$20.00 per week.

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

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

PICKERINGTON LOCAL SCHOOL DISTRICT

**Class Size Overage Payment Form**

Class size overage payments include the first 10 days of each semester.

Employee ID

Teacher (please print) \_\_\_\_\_ Date \_\_\_\_\_

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

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

- Grades 5-6 over 28 students.
- 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.

Per.	Subject	Week:	1	2	3	4	5	6	7	8	9
0	Sample – Math	30 2	/	/	/	/	/	/	/	/	/
			/	/	/	/	/	/	/	/	/
			/	/	/	/	/	/	/	/	/
			/	/	/	/	/	/	/	/	/

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

Office Use: **TO BE COMPLETED BY PRINCIPAL**

\_\_\_\_\_ Student(s) approved for overload payment - \$20.00 per week for grades 5-6 team teaching.

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

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

PICKERINGTON LOCAL SCHOOL DISTRICT  
**Class Size Overage Payment Form**

Class size overage payments include the first 10 days of each semester.

Employee ID

Teacher (please print) \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

- Grades 7-8 - List your total teaching load (excludes Study Halls, Choir and Band).
- Insert total class size/overage (number of students above 28) for each week as shown below.

Per.	Subject	Week:	1	2	3	4	5	6	7	8	9
0	Sample – Math		30 2	/	/	/	/	/	/	/	/
			/	/	/	/	/	/	/	/	/
			/	/	/	/	/	/	/	/	/
			/	/	/	/	/	/	/	/	/
			/	/	/	/	/	/	/	/	/
			/	/	/	/	/	/	/	/	/
			/	/	/	/	/	/	/	/	/

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

Office Use: **TO BE COMPLETED BY PRINCIPAL**

\_\_\_\_\_ Student(s) approved for overload payment - \$20.00 per week.

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

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

PICKERINGTON LOCAL SCHOOL DISTRICT

**Class Size Overage Payment Form**

Class size overage payments include the first 10 days of each semester.

Employee ID

Teacher (please print) \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

- Grades 9-12 - List your total teaching load (excludes Study Halls, Choir and Band).
- Insert total class size/overage (number of students above 30) for each week as shown below.

Per.	Subject	Week:	1	2	3	4	5	6	7	8	9
0	Sample – Math		32 2	/	/	/	/	/	/	/	/
			/	/	/	/	/	/	/	/	/
			/	/	/	/	/	/	/	/	/
			/	/	/	/	/	/	/	/	/
			/	/	/	/	/	/	/	/	/
			/	/	/	/	/	/	/	/	/
			/	/	/	/	/	/	/	/	/

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

Office Use: **TO BE COMPLETED BY PRINCIPAL**

\_\_\_\_\_ Number above 180

\_\_\_\_\_ Student(s) approved for overload payment - \$20.00 per week.

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

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

## PICKERINGTON LOCAL SCHOOL DISTRICT

**Grievance Timeline****Grievance Defined:**

1. Contract Violation
  2. Board/Administrative Policy
- Grievant: Individual, Group, or 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> (Superintendent) 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 Arbitration - within ten (10) days of receipt of Superintendent 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 (please print) \_\_\_\_\_ Position \_\_\_\_\_ Building \_\_\_\_\_

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

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

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

---

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

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

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**Principal Level**

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

Administrative Response \_\_\_\_\_

(Add attachment if additional space is needed)

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

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

(cc: Superintendent, 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: Superintendent, PEA, Grievant)

**Superintendent Level**

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

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

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 Association for Arbitration.

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

\_\_\_\_\_  
Date

**PEA Grievance Committee Arbitration Request Determination**

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

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

\_\_\_\_\_  
Date

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

(cc: PEA, Grievant)

PICKERINGTON LOCAL SCHOOL DISTRICT  
**Equal Opportunity Employment**

The District provides equal opportunities for employment, retention and advancement of all personnel.

This Board encourages all personnel to assist in the accomplishment of this goal through their personal commitment to the concept of equal opportunity for all personnel regardless of race, color, national origin, citizenship status, religion, gender, economic status, age, disability, ancestry or military status.

[Adoption date: August 21, 1996]

[Revision date: May 10, 2010]

LEGAL REFS.: Civil Rights Act, Title VI; 42 USC 2000d  
Executive Order 11246, as amended by Executive Order 11375  
Equal Employment Opportunity Act, Title VII; 42 USC 2000e et seq.  
Education Amendments of 1972, Title IX; 20 USC 1681  
Rehabilitation Act; 29 USC 794  
Age Discrimination in Employment Act; 29 USC 623  
Immigration Reform and Control Act; 8 USC 1324a et seq.  
Americans with Disabilities Act Amendments Act of 2008; 42 USC 12101 et seq.  
ORC 4112.02

CROSS REFS.: AC, Nondiscrimination  
ACA, Nondiscrimination on the Basis of Sex  
ACAA, Sexual Harassment  
ACB, Nondiscrimination on the Basis of Disability