

AGREEMENT
BETWEEN
PREBLE SHAWNEE LOCAL SCHOOL DISTRICT
AND
PREBLE SHAWNEE LOCAL EDUCATION ASSOCIATION
EFFECTIVE
MAY 22, 2011
THROUGH
AUGUST 31, 2013

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
PREAMBLE		1
ARTICLE I - DURATION		Error! Bookmark not defined.
101 Duration		Error! Bookmark not defined.
ARTICLE II - RIGHTS AND RESPONSIBILITIES		2
201 Association Rights		3
202 Board Rights		4
203 No Strike		4
204 Academic Freedom		5
205 Availability of Board Policies		5
206 Personnel Records		5
207 Citizen's Complaints About Instructional Materials or Methods		6
208 Complaints Against Teachers		6
ARTICLE III - CONDITIONS OF TEACHER EMPLOYMENT		8
301 Regular Contracts		8
302 Supplemental Contracts		8
303 Sequence of Contracts		9
304 Teacher Evaluation		11
305 Non-Renewal and Termination		12
306 Reduction In Force		13
307 Assignments, Vacancies and Transfers		16
308 Parental Visitations		17
309 Progressive Discipline		17
310 Hiring/Rehiring of Retired Certified Personnel		18
ARTICLE IV - WORKING CONDITIONS		18
401 Planning Time		18
402 Teaching Hours		18
403 School Calendar		19
404 Staff-Administrative Committee		19
405 Teacher / Parent Conference Day		20
406 Travel Time Allotments		20
407 School Building Master Schedules		20
ARTICLE V - SALARY AND FRINGE BENEFITS		21
500 Certified Salary Schedules and Indices		21
501 STRS Pick Up Utilizing The Salary Reduction Method		24
502 Supplemental Contracts		24
503 Supplemental Salary Schedules		27
504 Hospitalization/Major Medical/Dental		29
505 Term Life Insurance		30
506 Substitute Pay for Planning Time Work		30
507 Pay Periods		31
508 Payroll Deductions		31
509 Severance		32
510 Section 125 Benefits Plan		33
511 Tuition Reimbursement		34

512	Mileage	34
513	Administratively Required Meetings	34
ARTICLE VI - LEAVE OF ABSENCE		35
601	General Leaves of Absence Without Pay.....	35
602	Appearances in Court.....	35
603	Personal Leave	35
604	Professional Leave	36
605	Sick Leave Accumulation and Advancement	37
606	Special Leave	42
607	Assault Leave	42
608	Sabbatical Leave	42
609	Family Leave.....	43
ARTICLE VII - GRIEVANCE PROCEDURE		46
701	Grievance Defined	46
702	Representation.....	46
703	Time Limits.....	46
704	Procedure	46
705	Miscellaneous	47
706	Grievance Report Form.....	49
ARTICLE VIII - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE		51
801	Preble Shawnee Local Professional Development Committee.....	51
802	Relationship To and Role of Preble County Consortium of Schools Local Professional Development Committee	52
ARTICLE IX - NEGOTIATIONS AGREEMENT		52
901	Preamble	52
902	Recognition	53
903	Savings Clause	53
MEMORANDUM OF UNDERSTANDING - A		54
MEMORANDUM OF UNDERSTANDING - B		55
MEMORANDUM OF UNDERSTANDING - C		56
MEMORANDUM OF UNDERSTANDING - D		57
MEMORANDUM OF UNDERSTANDING - E		58
MEMORANDUM OF UNDERSTANDING - F.....		59
MEMORANDUM OF UNDERSTANDING - G		61
ADDENDUM A - TEACHER EVALUATION POLICY AND PROCEDURES		63
	Teacher Evaluation Record.....	69
	Teacher Evaluation Summary	72
ADDENDUM B - INSURANCE POLICIES		73

PREAMBLE

This Agreement is between the Preble Shawnee Local School District, hereinafter the Board and the Preble Shawnee Local Education Association, hereinafter the Association.

ARTICLE I - DURATION

101 Duration

Except as otherwise provided herein, this Agreement shall remain in effect May 22, 2011 until August 31, 2013. Either party to this Agreement, not sooner than one hundred fifty (150) days prior to the expiration date, may serve notice to the other party of its intent to negotiate a successor agreement. Within ten (10) days after receipt of said notice or at a time mutually agreed upon, the parties shall meet for the purpose of initiating discussions. In the event said termination notice is issued, a Notice to Negotiate shall be served by the moving party on the other party and the State Employment Relations Board not sooner than sixty (60) days prior to the expiration date set forth herein.

In the interim, the parties agree that they will meet to discuss any item either party feels is of such importance as to warrant a possible memorandum of understanding. If agreement is reached, the parties will reduce the agreement to a memorandum of understanding and it will append to the contract next in line after the existing memoranda. It is agreed that this memo, while binding on the parties, is not subject to the grievance procedure and are not part of the contract

IN WITNESS WHEREOF, the parties hereto have set their hands this 28th day of June, 2011.

FOR: PREBLE SHAWNEE LOCAL
SCHOOL DISTRICT

President

FOR: PREBLE SHAWNEE LOCAL
EDUCATION ASSOCIATION/
OEA/NEA

[Signature]
President

Superintendent

Chairperson

Mollie Hansel
Treasurer

Committee Member

ARTICLE II - RIGHTS AND RESPONSIBILITIES

201 Association Rights

- A. The Association shall be granted the exclusive teacher organizational right to payroll deduction for its annual dues and those of its affiliates and their departments. Deductions shall be in accordance with the payroll deduction policy (Article V, Section 508).
- B. The Association shall be granted the exclusive teacher organizational right to insert Association materials into the teachers' mailboxes.
- C. The Association shall be granted the exclusive teacher organization right to hold meetings on school property at reasonable times before or after the work day. The Association shall schedule, in advance, space and times with the building principal or the Superintendent's office. There shall be no charge for the use of school facilities.
- D. The Association shall be provided the names and addresses of newly employed teachers following Board approval of their contracts and before the scheduled orientation date.
- E. The Association shall be given a place on the program for the orientation of new teachers. The Association shall be involved in the planning of the new teacher orientation.
- F. The Association President, or PSLEA member designated by the President, shall be given a tentative agenda twenty-four (24) hours prior to any regularly scheduled Board meeting. Within three (3) working days after the Board meeting, a paid bill list and a summary of accounts will be sent to the President upon request.
- G. Association representatives may meet with teachers during the teachers' work day, provided that it is only during the teachers' and representatives' planning time or when the teachers are not responsible for the supervision of students.
- H. The Association shall be granted six (6) days of Association leave, four days of said leave shall be used by the Association's duly elected delegates or alternates to attend the Representative Assembly. The other days shall be used to attend meetings, conferences or other organizational affairs inside or outside the District. The days may be used in one-quarter (1/4) day increments.

Such leave shall be granted without loss of pay upon advance written notice (on the appropriate form) of at least four (4) business days prior to the date of the intended absence to the Superintendent.

- I. Space on a bulletin Board in each teachers' lounge shall be made available for the exclusive organizational use of the Association.
- J. A representative designated by the Association will be on the selection committee to interview final candidates for building principal as presented by the Superintendent. This representative will be from the building for which the administrative position is being filled.

202 **Board Rights**

The Board hereby retains and reserves unto itself, except as limited by the specific and express terms of the Agreement, all powers, rights authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (a) to the executive management and administrative control of the school system and its properties and facilities;
- (b) to hire all employees, and subject to the provisions of law, to determine their qualifications and the dismissal or demotion, and to promote, and transfer all such employees;
- (c) to establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (d) to delegate authority through recognized administrative channels for the development and organization of the means and methods of the instruction according to current teaching materials; and the utilization of teaching aides of all kinds; and,
- (e) to determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities within the school system during the school day, and the terms and conditions of employment.

The exercise of the foregoing powers, rights authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and Ohio Statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

203 **No Strike**

- A. Neither the Association, its Agent, or any bargaining unit member or employee shall strike or engage in any slow down, withholding of services or concerted activities designed to interfere with the normal operations of the school district during the term or extended term of this Agreement. Bargaining unit members shall be subject to the provisions of the Ohio Revised Code in accordance with 4117 O.R.C., including but not limited to Sections 4117.15, 4117.16 and 4117.18 in their entirety, as well as any future revisions to the O.R.C. Further, bargaining unit members found to be in violation of the above shall be subject to immediate disciplinary action by the Board, including termination.
- B. As per 4117.15(C): No public employee is entitled to pay or compensation from the public employer for the period engaged in any strike.
- C. Any violation of this section will be automatic and sufficient grounds for immediate disciplinary action by the Board against any employee(s) involved.

204 **Academic Freedom**

The Board shall recognize that academic freedom is essential to the teaching profession. Academic freedom is the right of the learner and the teacher to explore, present, and discuss divergent points of view. The teacher shall be permitted to adapt the text and curriculum to the methods and techniques suited to the needs of each specific class as long as the adaptation complies with Board policy.

205 **Availability of Board Policies**

Board policies shall be made available by placing them on the school district web-site, and providing one hard copy for the President of the Association.

During such time in which Board policies are undergoing revisions and until such revisions have been adopted by the Board of Education, Board policies shall be interpreted with respect to the most recently adopted Board policy. Copies of new policies or revisions shall be posted in a conspicuous place in each building three (3) working days following Board action.

206 **Personnel Records**

- A. The official personnel file for each teacher shall be maintained by the office of the Board of Education. This file shall be considered confidential to the fullest extent of the law.
- B. Such files are the property of the Board of Education. The Superintendent of schools is the custodian of such files.
- C. Any material placed in the file shall be signed and dated by the person directing its placement in the file and by the teacher in whose file the material is being placed. If the teacher refuses to sign the material, such fact shall be noted.
- D. Anonymous letters or materials shall not be placed in any teacher's file, nor shall they be made a matter of record.
- E. Teachers shall be entitled to a copy, at their expense, of any material in their files, except for material originally supplied prior to employment.
- F. Teachers may periodically review their personnel files outside the employee's normal working hours. The teacher may request another individual to be present during the review. The Superintendent, or designated representative, shall be present during such review. At such time the teacher and Superintendent may mutually agree to remove materials from the file. Absent agreement, the teacher has all rights pursuant to Chapter 1347, Ohio Revised Code.
- G. Documentary information outside the official personnel file which is to form the basis of a teacher's evaluation or recommended non-reemployment will be disclosed to the teacher prior to the evaluation or recommendation. Only those anecdotal files, records, or letters which support the information in the official personnel file will be used in a teacher's evaluation or recommended non-reemployment.

207 **Citizen's Complaints About Instructional Materials or Methods**

The Board and the Association recognize the rights and responsibilities of teachers to instruct their classes and to use materials and methods which best represent and describe the subject area. Materials may be obtained from sources other than the school library or from purchases by the Board. Teachers shall be familiar with materials to be used and should be aware of reviews concerning the material. Teachers must follow Board policies as they relate to controversial issues or teaching methods.

In the event that any citizen has a complaint or question concerning material or methods used in conjunction with a class, or material found in the library/media center, the adopted Board policy and procedures that follow will be utilized.

- A. Complaints or grievances concerning a program or instructional materials shall be addressed to the building principal, who will notify the teacher involved.
- B. All complaints or grievances shall be in writing on forms provided by the Board of Education.
- C. The written complaint will be examined by a review committee which will include the appropriate department head and/or librarian and building administrator.
- D. Any appeal of the review committee's decision will be through the Superintendent to the Board of Education.

In no case shall instructional or library/media materials be removed from use until the appropriate Board policy has been followed.

208 **Complaints Against Teachers**

In the event that any citizen has a complaint or question concerning any teacher, or the adopted Board policy, the following procedures shall be utilized:

- A. Complaints directed against a teacher shall be initially addressed to the concerned teacher, who shall promptly meet with the complainant to discuss the complaint.
- B. If the matter is not resolved at the first level, the complainant, building principal, and the concerned staff member shall meet to discuss the matter.
- C. If a meeting is sought by the complainant with the Superintendent, after Steps A and B have been followed, the teacher will be notified.
- D. If a meeting is requested by the complainant with the Board of Education, the concerned teacher will be notified and will be given an opportunity to be present at the meeting and to be heard on the issue.

A parental complaint against a teacher which is not brought to the attention of the teacher by the administration within five (5) working days after the receipt of the complaint shall not be basis for disciplinary action against the teacher or otherwise used to adversely effect the teacher's employment status.

In the event a complaint is filed, the administrator shall include the date the complaint was filed.

ARTICLE III - CONDITIONS OF TEACHER EMPLOYMENT

301 Regular Contracts

- A. All teachers employed by the Board of Education shall be issued written contracts in accordance with the Ohio Revised Code. Such contracts shall include the following information:
1. Name of teacher.
 2. Name of the school district and Board of Education employing said teacher.
 3. Type of contract, whether limited or continuing. If limited, the number of years the contract is to be in effect.
 4. Basis of determining compensations (i.e., classroom teacher - B.A. Degree - 5 years experience).
 5. Provision for signature and date of signature of the teacher being contracted.
 6. Number of days in the teacher contract year - 183.
- B. Tutors will be given a contract that specifies the hourly rate that they are paid when working, that the number of hours worked per day and days worked per year will be determined by the administration based on need and funds available for the particular program from which the tutoring position is funded. The contract will also state that tutors are not eligible for sick leave, personal leave or calamity days.

302 Supplemental Contracts

All teachers assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code. Such supplemental contract shall include the following information:

1. Name of teacher.
2. Name of school district and Board of Education for which responsibilities shall be performed.
3. Period of time the contract is to be in force.
4. Statement of position and/or responsibility(ies) and compensation to be provided for each supplemental contract.
5. Basis by which compensation will be paid.
6. Provision for signature and date of signature by the teacher.

Limited Contracts

The sequence of limited contracts for teachers shall be as follows:

1. All teachers new to the District shall be granted a limited contract with a duration of one (1) year.
2. All teachers who have successfully completed two (2) limited contracts with a duration of one (1) year each, and are recommended by the Superintendent, shall be recommended for a limited contract with a duration of two (2) years.
3. All teachers who have successfully completed two (2) limited contracts with a duration of two (2) years each, referred to in # 2 above, and who have been recommended by the Superintendent, shall be recommended for a limited contract with a duration of three (3) years.
4. All teachers who have successfully completed a limited contract with a duration of three (3) years and who have been recommended by the Superintendent, shall be recommended for a limited contract with a duration of three (3) years of each contract thereafter.
5. At the conclusion of any limited contract, the teacher may be re-employed on a conditional status for a period of one (1) or two (2) years. The formal evaluation procedures must indicate that such action is warranted and written, specific recommendations regarding necessary improvements will be given to the teacher. If the Board elects to grant a contract with a lesser duration than that recommended by the Superintendent, the contract will be one with a conditional status.
6. Teachers who have successfully completed a limited contract with a duration of three (3) years, and who have demonstrated exceptional teaching performance, may be granted a limited contract with a duration of four (4) or five (5) years. Such teachers shall continue to receive a contract of the same period, as long as they continue to demonstrate exceptional teaching performance and are recommended by the Superintendent.
7. Any teacher on a multi-year contract who is eligible for a continuing contract during the term of the multi-year contract may, prior to October 1st of any school year, request consideration for continuing contract status. If the Superintendent chooses not to consider the teacher at that time, he will provide written reasons for not making said recommendation. Nothing contained herein shall bind the Board of Education to grant continuing contract status.

Continuing Contracts

1. Have twenty-seven (27) months of successful teaching experience.
2. Hold a valid professional, or higher, grade certificate or professional educator license in the State of Ohio in accordance with ORC 3319.08.
- A. If a teacher holds a professional, permanent, or life certificate, no additional coursework is required for continuing contract eligibility.

- B. If a teacher holds a professional license, then he or she must also have completed additional coursework in order to be eligible. The amount of coursework varies according to the initial degree held as follows:
1. If the teacher did NOT hold a master's degree at the time he or she received his or her first teaching certificate/license, thirty (30) semester hours of relevant coursework must have been taken since the receipt of the first teaching certificate/license, or the equivalent of thirty (30) semester hours through professional growth activities as approved by the LPDC or a Master's degree, or a combination of semester hours and equivalent activities as approved by the LPDC equal to thirty (30) semester hours.
 2. If the teacher DID hold a master's degree at the time he or she received his or her first teaching certificate/license, six (6) semester hours of relevant coursework must have been taken since the receipt of the first teaching certificate/license, or the equivalent of six (6) semester hours through professional growth activities as approved by the LPDC or a combination of semester hours and equivalent activities as approved by the LPDC equal to six (6) semester hours.

Teachers may be considered for continuing contract status when they become eligible.

The Superintendent will give any teacher who is not recommended for continuing contract status, when eligible, written reasons for the denial.

Teachers shall be eligible for continuing contract status in accordance with ORC 3319.08 and 3319.11. Teachers who believe they will be eligible for a continuing contract must give written notice of their eligibility to the Superintendent on or before October 1st of the school year in which they become eligible.

A teacher who fails to provide written notification to the Superintendent by October 1st will waive any claims, statutory rights, or continuing contract by operation of law, and the teacher may receive a one (1) year limited teaching contract provided the teacher is renewed for the next school year. Such one (1) year limited teaching contract, if provided by the Board, shall not be considered an extended limited contract in accordance with the provisions of ORC 3319.11.

Eligibility for continuing contract is based upon two factors: the grade or quality of the teaching license held by the teacher and the length of the teaching service within the district.

A teacher who within the last five years has taught for at least three years in the district, and those teachers who having attained continuing contract status elsewhere, have served two years in the district, but the board, upon the recommendation of the superintendent, may at the time of employment or at any time within such two-year period, declare any of the latter teachers eligible.

The licensure requirement is met if the teacher:

- A. Holds a professional, permanent or life certificate; or
- B. Holds a professional educator license plus either of the following:

1. If a masters degree was held at the time of initially receiving a certificate or license, six (6) semester hours of graduate coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of the certificate or license, or the equivalent of six (6) semester hours through professional growth activities as approved by the LPDC or a combination of semester hours and equivalent activities as approved by the LPDC equal to six (6) semester hours.
2. Or if no masters degree was held at the time of initially receiving a certificate or license, thirty (30) semester hours of graduate coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of the certificate or license, or the equivalent of thirty (30) semester hours through professional growth activities as approved by the LPDC or a combination of semester hours and equivalent activities as approved by the LPDC equal to thirty (30) semester hours.

304 **Teacher Evaluation**

- A. The Association and the Board agree that teacher evaluation procedures will be formulated by a committee of three (3) administrators appointed by the Superintendent, and three (3) teachers appointed by the Association. Each building will be represented on the committee. Any changes or revisions to these procedures must be agreed upon by a similar committee and subject to final approval by the Board of Education. (Note: The final evaluation procedure and forms are made part of this contract by being appended hereto.)
- B. Building principals shall inform the teachers in their buildings of the evaluation procedures established by the committee by September 15 of each year. All evaluations done by the principal shall be in compliance with the established procedures.
- C. Teachers whose contracts are up for renewal will be observed at least four (4) times a year, for a minimum of thirty (30) minutes each. There will be a minimum of two (2) observations per evaluation period during the school year in which their contracts are up for renewal.
 1. The observations for the first evaluation period will be completed by January 15th. The Evaluation Conference will be completed by January 25th. A minimum of ten (10) school days will occur between observations during the first evaluation period.
 2. The second evaluation period will begin on or after February 10th and will conclude by April 1st. The observations will be completed by April 1st. The evaluation conference will be completed by April 10th. A minimum of seven (7) school days will occur between observations during the second evaluation period.
 3. The evaluation process shall be completed and the teachers shall be informed of the administration's recommendation regarding employment not later than April 10th.
 4. The evaluation process contained in Article 304 shall replace and supersede the evaluation process and timelines contained in 3319.111 of the Ohio Revised Code.
 5. The timeline set forth herein shall be waived if the required observation, evaluations and conferences cannot be held due to a teacher being unavailable because of absence due to sick leave, personal leave, vacation or other absence that lasts more than ten (10) days.

- D. All other teachers shall be evaluated a minimum of once every three (3) years.
 - 1. Teachers who, in the opinion of the administrator, need assistance or merit special recognition shall be evaluated as needed.
 - 2. Teachers who request evaluation shall be evaluated.
 - 3. All teachers eligible for a continuing contract shall be evaluated during the school year preceding their eligibility.
- E. The final evaluation form shall be completed by April 10, signed by both parties and sent to the Superintendent.
- F. If an evaluation does not indicate satisfactory performance, the building principal shall indicate, in writing, the specific areas which need improvement. The building principal shall include specific suggestions for attaining the needed improvement.
- G. The principal and teacher may enter additional signed comments on the evaluation form.
- H. Teachers shall not be recommended for non-renewal unless they have been evaluated in accordance with the procedures provided for herein.
- I. The evaluation form created by the committee established elsewhere in this Article shall be incorporated into this Agreement as Addendum A.

305 Non-Renewal and Termination

- A. A teacher may terminate a contract with the Board of Education by resignation prior to July 10, or at any other time after July 10 by mutual consent with the Board of Education.
- B. Non-renewal of any limited contract shall be in compliance with the steps contained in this provision. The following steps do not interfere with the authority of the Board to make the final decision on renewal or non-renewal. The process in Article 305 shall replace and supersede 3319.11 of the Ohio Revised Code.

The administration shall inform any teacher of the decision to non-renew prior to April 10. The administration shall also meet, prior to April 10, with the teacher involved to discuss the reasons for the recommendation. The teacher will be permitted to be accompanied by a representative of the Association.

The teacher will, upon request, be granted an opportunity to speak to the Board of Education. This meeting will be prior to any action by the Board on the recommendation for non-renewal. This meeting shall be in executive session. The teacher shall be permitted to be accompanied by a representative of the Association.

- C. The Board may terminate the contract of any employee as prescribed in Section 3319.16 *et. seq.* of the Ohio Revised Code. These sections provide for termination for gross inefficiency or gross immorality; for willful and persistent violations of the regulations of the Board of Education; or other just causes.

- D. The Board shall re-employ the current supplemental contracts before May 30, unless the Administration makes a recommendation to the contrary. Prior to making such a recommendation, the Administration shall:
1. Inform the teacher of the decision at least ten (10) days prior to making the recommendation to the Board.
 2. If a supplemental contract holder is being considered for non-renewal, he or she must be evaluated and given reason in writing for non-renewal. The administration shall meet with the teacher involved to discuss the reasons for the recommendation. The teacher may be accompanied by a representative of the Association
 3. Upon request, the teacher will be granted an opportunity to speak with the Board in Executive Session. The teacher shall be permitted to be accompanied by a representative of the Association.
 4. If a supplemental contract is being terminated because of financial reasons or lack of participants, no evaluation is necessary.

306 **Reduction In Force**

- A. When, by reason of decreased enrollment of pupils, lack of funds, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District, the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction in accordance with Section 3319.17 of the Ohio Revised Code.

The parties agree that these procedures apply only to the suspension of contracts under Section 3319.17 of the Ohio Revised Code or for financial reasons. The article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the District, except as they are limited by provisions of this Agreement.

The parties agree that when the Superintendent finds it necessary to recommend reduction in force, he shall not accomplish this by non-renewal of contracts. If a teacher's contract is affected by this provision, and the teacher's contract is eligible for renewal, the Superintendent will recommend that the teacher's contract be renewed and then suspended in accordance with the provisions of this section. This procedure is applicable only if the teacher's contract would have been recommended for renewal had it not been necessary to apply this reduction in force procedure.

- B. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent, who shall, in cases of suspensions, within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority.

Factors other than seniority and contract status may be used to determine those affected by a reduction in force if the Superintendent is able to clearly demonstrate that the use of some other factor is necessary to achieve a fiscal or other educational goal that could not be met by strict adherence to seniority and contract status.

In September of each year and whenever a reduction in force situation is eminent, a seniority list shall be prepared ranking all tenured teachers in the District by seniority and in descending order, giving areas of certification, followed by all non-tenured teachers in the District listed in a like manner. The President of the Association will be supplied a copy of this list. Prior to reduction in force, the Superintendent and Association President will review the seniority list together.

Limited contract teachers, along with their certificates, will then be listed in descending order of seniority.

Reduction in a teaching field will be made by selecting the person who is the lowest on the seniority list for that area of certification who is currently assigned to a position in that area.

A continuing contract teacher so affected may elect to displace the lowest teacher on the seniority list in another area of certification, provided that the displacing teacher has on file, in the Board office personnel file at the time the teacher is notified he will be affected, a valid provisional, or higher, grade teaching certificate for the area of certification in which the teacher seeks to exercise displacement rights.

A limited contract teacher affected by a reduction in force may elect to exercise displacement rights over the lowest limited contract teacher on the list in another area of certification, provided that the displacing teacher has a valid provisional, or higher, grade teaching certificate in the areas of displacement on file in the Board office personnel file at the time the teacher is notified he will be affected.

Teachers or tutors whose positions are specially funded annually by state or local revenue grants shall have the same employment rights as other bargaining unit teachers. When, because of the uncertainty of the availability of funds, it becomes necessary for the Superintendent to recommend that such teachers or tutors must be subject to reduction in force procedures their contracts will be renewed and then suspended, unless the Superintendent finds it necessary to recommend non-renewal for cause. If funding is not certified by August 1, then the specially funded teachers or tutors shall be permitted to use the reduction in force policy of this Agreement. Any teacher or tutor in a specially funded program who utilizes the reduction in force procedures must return to the program, if funds become available in the same year that the teacher or tutor utilized the reduction in force procedures.

- C. 1. "Seniority" is that time period of unbroken continuous employment from the date of initial employment or most recent re-employment after a break in continuous service and shall include all time on sick leave, Board approved, paid, leaves of absence (including military).

"Break in Continuous Service" shall mean a termination of continuous employment due to resignation, contract non-renewal or termination, or failure to return to work at the expiration of any leave of absence. An unpaid leave of absence does not constitute a break in continuous service. No seniority shall accrue during an unpaid leave of absence. Specially funded teachers whose contracts were non-renewed because of a lack of funds prior to the effective date of this agreement shall not be considered to have had a break in continuous service.

Teachers who have had their contracts suspended or reduced to part-time as part of a reduction in force shall maintain their seniority and shall receive a full year's credit in seniority.

2. If two or more teachers have the same length of continuous service, seniority shall be determined by the following sequential steps:
 - a. The first day of work, and then by
 - b. The date of the Board meeting at which the teacher was hired, and then by
 - c. The date the teacher signed the initial employment contract in the district, and then by
 - d. Any remaining ties will be broken by lot. Teachers will draw straws. The teacher whose birthday is earliest in the calendar year shall draw first. Short straw shall be subject to the reduction in force.

D. **Recall Rights**

1. The names of teachers whose limited contracts are suspended as a result of reduction in force shall be placed on a recall list for twenty-seven (27) months following such reduction.
2. The recall period shall begin the day following the last actual work date of the teacher being affected by the reduction.
3. Continuing contract teachers whose contracts are suspended as a result of reduction in force shall be placed on a recall list in accordance with Section 3319.17 of the Ohio Revised Code, which provides that such teachers shall have the right of restoration to continuing service status in the order of seniority of service in the District if and when teaching positions become vacant or are created for which any of such teachers are or become eligible.
4. Teachers on the recall list shall have the following rights:
 - a. No new teachers will be employed by the Board while there are teachers on the recall list who hold valid teaching certificates for the vacancy. Such teachers on the recall list shall be recalled according to reverse seniority - last out, first to be re-instated.
 - b. When a determination is made to fill vacancies, a letter will be sent, by certified mail, to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the central office informed of his/her current address. All teachers must respond, in writing via certified mail, to the offices of the Board of Education within ten (10) calendar days after receipt of notice or recall by certified mail.* Any affected teacher who fails to do so will forfeit any right of recall.

- c. A teacher on the recall list, upon acceptance of the notification to resume active employment status, will return to the status with the same seniority, accumulation of sick leave, and salary schedule placement as the teacher enjoyed at the time of the reduction.

E. Notice

1. When the Superintendent intends to recommend suspension of contracts to achieve a reduction in force, he shall give notice of such intent to the President of the Association at least ten (10) calendar days prior to Board action.
2. Individually affected teachers whose contracts are to be suspended hereunder will be given notice of the Superintendent's intention to recommend such contract action to the Board at least ten (10) calendar days prior to Board action.

* Receipt of notice is evidenced by return receipt signed by any person. The Treasurer shall enter the fact of mailing in the teacher's official personnel file and make a similar entry when the return receipt is received by him. If the envelope is returned with an endorsement showing failure of delivery, the Treasurer shall file the return receipt or returned envelope in the teacher's official personnel file. Notice shall be deemed completed when the refusal of certified mailing is entered in the teacher's personnel file.

307 **Assignments, Vacancies and Transfers**

- A. All staff assignments shall be made by the Superintendent in consultation with the teacher. Proposed assignments shall be made at the time of employment.
- B. A teacher shall have the same teaching assignment in subsequent years unless otherwise notified in writing by the Superintendent prior to August 1 of the year in which the assignment is to take effect.
- C. The administration shall prepare a list of all vacancies as soon as they become known. A copy of this list shall be sent to each school and posted on the teachers' bulletin board next to where the teachers sign in. This list shall contain a date which is clearly identified as the deadline for the acceptance of applications for each vacant position. This list shall be updated whenever an opening occurs. A copy of the list shall be sent to the Association President.

D. Voluntary Transfers

1. Teachers desiring a transfer will make his/her request in writing to the Superintendent, specifying a specific discipline, grade level(s) and/or building. A teacher may withdraw their request anytime prior to the Superintendent's official action on the transfer.
2. All teachers within the system shall be considered for vacancies before consideration is given anyone outside the system. Teachers within the system who apply for a transfer to a specific position shall be granted an interview to discuss their qualifications, experience and seniority within the school system which relate to the vacancy. Staff members requesting a transfer shall then be considered for the vacancy prior to consideration of other applicants from outside the school district.

All applicants shall be considered on the basis of qualifications and experience. Seniority shall be the deciding factor if all other qualifications are equal.

3. Teachers desiring to be considered for possible vacancies during the summer months shall file a notice of intention with the central office prior to June 1, together with an address and telephone number where they may be reached.

E. **Involuntary Transfers**

1. A conference shall be held between the teacher and the principal explaining the reasons a transfer of the teacher is being considered. The teacher shall be given a written statement of the reasons at this time. Upon the request of the teacher, a representative of the PSLEA shall be at the meeting.
2. Teachers subject to involuntary transfers shall be offered alternative choices, if any are available, and state their preference for consideration prior to the Superintendent's official action on the transfer.
3. Involuntary transfers may occur at any time provided that such transfers are made by the Superintendent in accordance with the provisions of this section.

308 **Parental Visitations**

In order to provide for the orderly functioning of the District and to protect the educational process from undue interruptions, the parties agree that all parental visits to the classroom will occur only after the appropriate Board policy, and/or rules and regulations governing such visits have been followed. (Note: The Staff/Administrative Quality Committee will develop such rules and regulations as its first priority in the fall of 1993.)

309 **Progressive Discipline**

- A. Disciplinary actions affecting an employee shall be administered only for just cause and such disciplinary action may include:
 1. Oral reprimand
 2. Written reprimand
 3. Suspension without pay
 4. Contract termination
- B. Contract non-renewal shall not be deemed to be a disciplinary action.
- C. Where appropriate, disciplinary measures shall follow a progression, except where the offense is so serious as to shock the conscience.
- D. Except for contract termination, appeals of disciplinary actions may be made through the Grievance Procedure. Contract termination appeals may be made through the procedures set forth in R.C. Section 3319.16 and 3319.161.
- E. When the disciplinary action recommended by the administrator involves a suspension without pay, a recommendation for such action shall be made to the Board of Education and

the Board of Education shall have the authority to sustain or modify the recommended action.

310 **Hiring/Rehiring of Retired Certified Personnel**

- A. Limited contracts for one year only.
- B. Cannot receive severance pay.
- C. Hired in between step 0 and 10.
- D. Begins with zero (0) days of sick leave accumulation.
- E. Not eligible for "Super Severance".
- F. Starts with zero (0) days seniority.
- G. No notice of non-renewal is necessary. No reasons for non-renewal need be provided. (Retirees hired into the system shall only receive a one-year limited contract that is automatically non-renewed without any requirement for evaluation or compliance with ORC Sections 3319.11 and 3319.111.) This negotiated agreement would supercede ORC Sections 3319.11 and 3319.111.

ARTICLE IV - WORKING CONDITIONS

401 **Planning Time**

All minimum planning time listed herein shall occur during the teacher's regular contracted day.

Elementary (K-6): The daily schedule for each elementary teacher, including media specialists, specially funded teachers, special area teachers - i.e., music, physical education, guidance counselor, will be arranged to provide for:

- 1. A daily thirty (30) minute, uninterrupted, duty-free, lunch period, exclusive of travel time to and from class.
- 2. An administrative scheduled 200 minutes of planning time each full week for full-time teachers.

Secondary (7-12): The daily schedule for each secondary teacher, including media specialists, special area teachers - i.e., music, physical education, guidance counselors, specially funded teachers, will be so arranged to provide for:

- 1. A daily thirty (30) minute, uninterrupted, duty-free lunch period, exclusive of travel time to and from class.
- 2. A daily, uninterrupted planning period during which time the teacher will not be responsible for supervising students. Each teacher's planning period shall be the length of a regularly scheduled period.

402 **Teaching Hours**

Teachers will be required to indicate their presence in the building by checking the appropriate column of an alphabetically typed list of teachers that is to be provided in each building. These lists are to be centrally located for easy accessibility of the teachers. The teacher shall initial the "in"

column under the appropriate day prior to the established starting time for that particular building and the "out" column prior to leaving the school at the end of the day.

If the school district institutes a delayed starting time option, teachers shall not have to report at their regular times. Teachers shall report the same number of minutes prior to the commencement of a delayed scheduled day as they would normally report on a regular day.

The teachers' day shall be no more than seven (7) hours and twenty-five (25) minutes in length.

The teachers' contract year shall be 183 days.

403 **School Calendar**

PSLEA is to provide input in determining school calendar. Recommendation(s) are to be advisory in nature only.

One professional work day will be scheduled for the staff to work in their classroom prior to the beginning of the school year. The Board may schedule a district-wide meeting for up to 90 minutes at the start of the professional work day. School open house may not be scheduled prior to the first work day of the school calendar.

For 2011-12 school year, August 15, 2011 will be a district-wide meeting followed by a Professional Development day. August 16 will be one-half Professional Development day and one-half professional work day.

404 **Staff-Administrative Committee**

- A. A "quality" committee made up of one (1) teacher from each building, one (1) at large member and the association president or designee all as named by the Association, and an administrator from each building and the superintendent or designee will meet monthly (September-November/January-May) during the school year. Such committee shall discuss items of mutual interest and make studies and formal or informal recommendations to the Superintendent as to such items. The items shall be placed upon an agenda developed by the Association President and the Superintendent, but the agenda may not include grievances, negotiations or changes in the evaluation procedure. By September 15 of each school year the President of the Association and the Superintendent will mutually establish the times, dates and places of the meetings. Additional meetings will be held if mutual agreement is reached between the President of the Association and the Superintendent.

Minutes of the meetings will be kept and distributed to all staff, administration, and board.

- B. Building level "Quality Teams" will meet monthly (September-November/January-May) to discuss building concerns and problems. Such committees shall discuss items of mutual interest and make studies and formal or informal recommendations to the Principal as to such items. The items shall be placed on an agenda developed by the building principal. The agenda will be distributed to all building staff members at least one week prior to the date of the team meeting. All staff members will have an opportunity to suggest additional items for the agenda. The agenda may not include grievances, negotiations or changes in the evaluation procedure.

Minutes of the meeting will be kept and distributed to all staff involved, including copies to the Superintendent and the President of the Association. All problems remaining unresolved at this level will be forwarded to the Staff-Administrative Quality Committee no later than the next regular meeting of the Staff-Administrative Quality Committee following the determination that the building level quality team has been unable to resolve the problem.

405 Teacher / Parent Conference Day

The Association and the Board agree that conference days (K-12) will be implemented by the administration and teachers with the approval of the Board of Education.

406 Travel Time Allotments

Teachers who travel between buildings shall have work schedules which allow for said travel and adequate preparation time before commencing any duty. Travel will not be counted as planning time.

407 School Building Master Schedules (Revised)

Building Leadership Teams (BLTs) in each district school building will work to give input to administration to design the Master Schedule for the upcoming school year for their respective building prior to the end of the current school year.

ARTICLE V - SALARY AND FRINGE BENEFITS

500 Certified Salary Schedules and Indices

Fiscal Year 2011-12 0%

Zero percent (0%) increase added to the base salary. Freeze vertical salary steps. A one-time stipend will be paid to each certified staff member during the first year of this agreement. The stipend will be added to the first pay in November.

Bachelor's Degree			Bachelor's Degree + 15 Hours*			Master's Degree			Master's Degree +30 Hours		
Step Index	Salary	Step Index	Salary	Step Index	Salary	Step Index	Salary	Step Index	Salary	Step Index	Salary
0											
1	\$30,861.28	0	\$32,034.01	0	\$33,793.10	0	\$34,293.10	0	\$34,293.10	0	\$34,293.10
1	\$32,034.01	1	\$33,361.04	1	\$35,274.44	1	\$35,774.44	1	\$35,774.44	1	\$35,774.44
2	\$33,206.74	2	\$34,688.08	2	\$36,755.78	2	\$37,255.78	2	\$37,255.78	2	\$37,255.78
3	\$34,379.47	3	\$36,015.11	3	\$38,237.13	3	\$38,737.13	3	\$38,737.13	3	\$38,737.13
4	\$35,552.19	4	\$37,342.15	4	\$39,718.47	4	\$40,218.47	4	\$40,218.47	4	\$40,218.47
5	\$36,724.92	5	\$38,669.18	5	\$41,199.81	5	\$41,699.81	5	\$41,699.81	5	\$41,699.81
6	\$37,897.65	6	\$39,996.22	6	\$42,681.15	6	\$43,181.15	6	\$43,181.15	6	\$43,181.15
7	\$39,070.38	7	\$41,323.25	7	\$44,162.49	7	\$44,662.49	7	\$44,662.49	7	\$44,662.49
8	\$40,243.11	8	\$42,650.29	8	\$45,643.83	8	\$46,143.83	8	\$46,143.83	8	\$46,143.83
9	\$41,415.84	9	\$43,977.32	9	\$47,125.17	9	\$47,625.17	9	\$47,625.17	9	\$47,625.17
10	\$42,588.57	10	\$45,304.36	10	\$48,606.52	10	\$49,106.52	10	\$49,106.52	10	\$49,106.52
11	\$43,761.30	11	\$46,631.39	11	\$50,087.86	11	\$50,587.86	11	\$50,587.86	11	\$50,587.86
12	\$44,934.02	12	\$47,958.43	12	\$51,569.20	12	\$52,069.20	12	\$52,069.20	12	\$52,069.20
13	\$46,106.75	13	\$49,285.46	13	\$53,050.54	13	\$53,550.54	13	\$53,550.54	13	\$53,550.54
14	\$47,279.48	14	\$50,612.50	14	\$54,531.88	14	\$55,031.88	14	\$55,031.88	14	\$55,031.88
15	\$48,452.21	15	\$51,939.53	15	\$56,013.22	15	\$56,513.22	15	\$56,513.22	15	\$56,513.22
16	\$48,452.21	16	\$51,939.53	16	\$56,013.22	16	\$56,513.22	16	\$56,513.22	16	\$56,513.22
17	\$48,452.21	17	\$51,939.53	17	\$56,013.22	17	\$56,513.22	17	\$56,513.22	17	\$56,513.22
18	\$48,452.21	18	\$51,939.53	18	\$56,013.22	18	\$56,513.22	18	\$56,513.22	18	\$56,513.22
19	\$48,452.21	19	\$51,939.53	19	\$56,013.22	19	\$56,513.22	19	\$56,513.22	19	\$56,513.22
20	\$49,624.94	20	\$53,266.57	20	\$57,494.56	20	\$57,994.56	20	\$57,994.56	20	\$57,994.56
21	\$49,624.94	21	\$53,266.57	21	\$57,494.56	21	\$57,994.56	21	\$57,994.56	21	\$57,994.56
22	\$49,624.94	22	\$53,266.57	22	\$57,494.56	22	\$57,994.56	22	\$57,994.56	22	\$57,994.56
23	\$49,624.94	23	\$53,266.57	23	\$57,494.56	23	\$57,994.56	23	\$57,994.56	23	\$57,994.56
24	\$49,624.94	24	\$53,266.57	24	\$57,494.56	24	\$57,994.56	24	\$57,994.56	24	\$57,994.56
25	\$50,797.67	25	\$54,593.60	25	\$58,975.91	25	\$59,475.91	25	\$59,475.91	25	\$59,475.91
26	\$50,797.67	26	\$54,593.60	26	\$58,975.91	26	\$59,475.91	26	\$59,475.91	26	\$59,475.91
27	\$50,797.67	27	\$54,593.60	27	\$58,975.91	27	\$59,475.91	27	\$59,475.91	27	\$59,475.91
28	\$50,797.67	28	\$54,593.60	28	\$58,975.91	28	\$59,475.91	28	\$59,475.91	28	\$59,475.91
29	\$50,797.67	29	\$54,593.60	29	\$58,975.91	29	\$59,475.91	29	\$59,475.91	29	\$59,475.91
30	\$50,797.67	30	\$54,593.60	30	\$58,975.91	30	\$59,475.91	30	\$59,475.91	30	\$59,475.91

Fiscal Year 2012-13 0%

Zero percent (0%) increase added to the base salary. Freeze vertical salary steps.

Bachelor's Degree			Bachelor's Degree + 15 Hours*			Master's Degree			Master's Degree +30 Hours		
Step Index	Salary	Step Index	Salary	Step Index	Salary	Step Index	Salary	Step Index	Salary	Step Index	Salary
0	\$ 30,861.28	0	1.038	\$ 32,034.01	0	1.095	\$ 33,793.10	0	500	\$ 34,293.10	
1	\$ 32,034.01	1	1.081	\$ 33,361.04	1	1.143	\$ 35,274.44	1	500	\$ 35,774.44	
2	\$ 33,206.74	2	1.124	\$ 34,688.08	2	1.191	\$ 36,755.78	2	500	\$ 37,255.78	
3	\$ 34,379.47	3	1.167	\$ 36,015.11	3	1.239	\$ 38,237.13	3	500	\$ 38,737.13	
4	\$ 35,552.19	4	1.21	\$ 37,342.15	4	1.287	\$ 39,718.47	4	500	\$ 40,218.47	
5	\$ 36,724.92	5	1.253	\$ 38,669.18	5	1.335	\$ 41,199.81	5	500	\$ 41,699.81	
6	\$ 37,897.65	6	1.296	\$ 39,996.22	6	1.383	\$ 42,681.15	6	500	\$ 43,181.15	
7	\$ 39,070.38	7	1.339	\$ 41,323.25	7	1.431	\$ 44,162.49	7	500	\$ 44,662.49	
8	\$ 40,243.11	8	1.382	\$ 42,650.29	8	1.479	\$ 45,643.83	8	500	\$ 46,143.83	
9	\$ 41,415.84	9	1.425	\$ 43,977.32	9	1.527	\$ 47,125.17	9	500	\$ 47,625.17	
10	\$ 42,588.57	10	1.468	\$ 45,304.36	10	1.575	\$ 48,606.52	10	500	\$ 49,106.52	
11	\$ 43,761.30	11	1.511	\$ 46,631.39	11	1.623	\$ 50,087.86	11	750	\$ 50,837.86	
12	\$ 44,934.02	12	1.554	\$ 47,958.43	12	1.671	\$ 51,569.20	12	750	\$ 52,319.20	
13	\$ 46,106.75	13	1.597	\$ 49,285.46	13	1.719	\$ 53,050.54	13	750	\$ 53,800.54	
14	\$ 47,279.48	14	1.64	\$ 50,612.50	14	1.767	\$ 54,531.88	14	750	\$ 55,281.88	
15	\$ 48,452.21	15	1.683	\$ 51,939.53	15	1.815	\$ 56,013.22	15	750	\$ 56,763.22	
16	\$ 48,452.21	16	1.683	\$ 51,939.53	16	1.815	\$ 56,013.22	16	750	\$ 56,763.22	
17	\$ 48,452.21	17	1.683	\$ 51,939.53	17	1.815	\$ 56,013.22	17	750	\$ 56,763.22	
18	\$ 48,452.21	18	1.683	\$ 51,939.53	18	1.815	\$ 56,013.22	18	750	\$ 56,763.22	
19	\$ 48,452.21	19	1.683	\$ 51,939.53	19	1.815	\$ 56,013.22	19	750	\$ 56,763.22	
20	\$ 49,624.94	20	1.726	\$ 53,266.57	20	1.863	\$ 57,494.56	20	750	\$ 58,244.56	
21	\$ 49,624.94	21	1.726	\$ 53,266.57	21	1.863	\$ 57,494.56	21	1000	\$ 58,494.56	
22	\$ 49,624.94	22	1.726	\$ 53,266.57	22	1.863	\$ 57,494.56	22	1000	\$ 58,494.56	
23	\$ 49,624.94	23	1.726	\$ 53,266.57	23	1.863	\$ 57,494.56	23	1000	\$ 58,494.56	
24	\$ 49,624.94	24	1.726	\$ 53,266.57	24	1.863	\$ 57,494.56	24	1000	\$ 58,494.56	
25	\$ 50,797.67	25	1.769	\$ 54,593.60	25	1.911	\$ 58,975.91	25	1000	\$ 59,975.91	
26	\$ 50,797.67	26	1.769	\$ 54,593.60	26	1.911	\$ 58,975.91	26	1000	\$ 59,975.91	
27	\$ 50,797.67	27	1.769	\$ 54,593.60	27	1.911	\$ 58,975.91	27	1000	\$ 59,975.91	
28	\$ 50,797.67	28	1.769	\$ 54,593.60	28	1.911	\$ 58,975.91	28	1000	\$ 59,975.91	
29	\$ 50,797.67	29	1.769	\$ 54,593.60	29	1.911	\$ 58,975.91	29	1000	\$ 59,975.91	
30	\$ 50,797.67	30	1.769	\$ 54,593.60	30	1.911	\$ 58,975.91	30	1000	\$ 59,975.91	

* In 1993 the negotiated agreement changed the salary schedule from Bachelor's and 150 hours (150 semester hours) to Bachelor's plus 15 hours (15 semester hours) subsequent to the baccalaureate degree. All staff members which were currently classified on the B and 150 hours step column grandfathered on the Bachelor's plus 15 hours.

501 STRS Pick Up Utilizing The Salary Reduction Method

Effective September 1, 1989, the Board shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory State Teacher Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the Board's total contribution to the State Teachers Retirement System increased thereby.

- a. The pick up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick up shall apply to all compensation including supplemental earnings thereafter.
- b. 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.
- c. Payment for sick leave, personal leave, severance and supplementals, including unemployment and workman's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).
- d. Such salary reduction shall not result in a salary which is less than the salary available under the State minimum salary schedule. Should the reduction calculation result in a salary that is less than the State minimum salary schedule, pro rata reduction shall result with the employee contributing that portion which falls below such State minimum level.
- e. It is understood that it is the responsibility of each individual teacher to make necessary adjustment(s) in any other tax sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.
- f. The Board is not liable nor will it be held responsible for any related legal, IRS, STRS, or any other agencies' penalties or decisions concerning this plan now or in the future.
- g. The Association agrees to indemnify and save the Board harmless against any and all claims that shall arise out of or by reason of any action taken by the Board in compliance with provisions of the Article.

502 Supplemental Contracts

- A. Supplemental contract positions will be filled with teachers when available. The current building assignment of the teacher may not be considered during the hiring process.
- B. All supplemental contract duties will be performed outside of the regular school day, unless there is a contrary notation on the contract as issued.

- C. A listing of job descriptions will be maintained in each school building. Satisfactory performance of such supplemental contract in accordance with job descriptions so formulated shall not be considered a factor in the evaluation of the teacher's performance under the basic teaching employment contract unless notice is given to the teaching employee of such factor prior to entering into such supplemental contract.
- D. All supplemental contracts will be delivered to the holder of that contract prior to the start of the school year or season where applicable.

Any person who is newly employed in the District and is a supplemental contract holder will be given a copy of the current job description booklet prior to start of the school year or season.

- E. Head coaches may apply for one professional coaching clinic which may be approved in accordance with the professional leave provisions of the Agreement and with the applicable sections of Board policy. This section is intended to provide one coaching clinic per year per head coaching position held. Reimbursement will be in accordance with the professional leave provision of the Agreement and with the applicable sections of Board policy.
- F. New Supplemental Positions created by the Board shall be subject to the bargaining process. Any staff member may recommend additional supplemental positions not currently listed on the supplemental salary schedule to his/her building principal. The education value/rationale of the recommended activity will be described in writing, including a study of the number of students to be involved along with a proposed job description.

If the building principal does not recommend that the supplemental position be created, he will give written reasons for the refusal to the staff member who made the proposal.

The final decision to create and recommend the supplemental position rests with the administrative staff and the Superintendent. If recommended and approved by the Board, the supplemental position will be added to the Agreement between the Board and the Association. If a new supplemental position is added to the supplemental salary schedule, the amount of the salary will be negotiated in accordance with the negotiations procedures of the Agreement.

- G. The basis for placement on the appropriate experience step shall be:
 - 1. Equal experience in movement from head coach in the same sport (Boys/Girls) or related areas of other supplemental contracts as deemed by the Superintendent.
 - 2. Equal experience in movement from head coach to assistant coach within the same sport (Boys/Girls) or related areas of other supplemental contracts as deemed by the Superintendent.
 - 3. Equal experience from assistant coach to assistant coach with the same sport (Boys/Girls) or related supplemental contracts as deemed by the Superintendent.
 - 4. Individuals with related experience within the specific area will receive one (1) experience credit for every four (4) years of experience not to exceed four (4)

experience credits.

5. Individuals with related experience within the specific area will receive one (1) experience credit for every four (4) years of experience not to exceed four (4) experience credits.
6. All decisions will be the responsibility of the supplemental committee with final approval by the Superintendent. Committee will consist of Athletic Director, two representatives from PSLEA, and one Administrator.

Years of experience in a supplemental position will be recognized for a teacher new to the District provided he/she assumes for the responsibilities of the position upon employment.

The terms of this contract shall also apply to any person assuming the responsibility of a supplemental contract. Candidates from outside the bargaining unit may be accorded credit for prior experience or determined appropriate by the Board of Education.

For persons holding supplemental contracts who then cease to hold a contract, prior years of experience in supplemental positions will be recognized for teachers in the district for that specific area. If it is in a related or another area, experience steps as stated above apply

- H. In the event that two persons hold the same supplemental position or positions, the total amount will be divided equally among the holders.

Supplemental contracts will not be divided between more than two (2) persons.

In the event that one person holds two or more supplemental positions concurrently, and teams are not combined, he/she will receive the full amount listed on the salary schedule for each position.

- I. The form requesting payment for the completion of supplemental contract duties will include a copy of the federal W-4 Form for any person wishing to file an amended W-4. The Board and the Association will work together to provide assistance to persons needing help in completing an amended W-4.
- J. The supplemental committee will review and revise the current supplemental salary schedule during the 2011-12 school year. Upon ratification by the Association and the Board, the revised supplemental salary schedule will be added as a Memorandum of Understanding to this Master Agreement.

503 Supplemental Salary Schedules

2011-12

Category 1	Step 0-1	Step 2-3	Step 4-5	Step 6-9	Step 10-14	Step 15+
Reserved/Athletic Director	6335.62	6715.75	7118.33	7545.99	7999.52	8480.27
Category 2	Step 0-1	Step 2-3	Step 4-5	Step 6-9	Step 10-14	Step 15+
Varsity Football	4731.92	5015.70	5316.63	5634.74	5973.97	6332.98
Varsity Basketball						
Varsity Wrestling						
District Band Director						
Category 3	Step 0-1	Step 2-3	Step 4-5	Step 6-9	Step 10-14	Step 15+
Varsity Soccer	3207.40	3400.12	3604.69	3821.17	4050.85	4293.70
Varsity Volleyball						
Cross Country						
Varsity Track						
Varsity Baseball						
Varsity Softball						
Category 4	Step 0-1	Step 2-3	Step 4-5	Step 6-9	Step 10-14	Step 15+
Assistant Football	3142.74	3331.49	3532.11	3743.30	3967.68	4206.57
JV Basketball						
JV Wrestling						
Asst. Athletic Director						
Asst. Band Director						
Musical Director						
Category 5	Step 0-1	Step 2-3	Step 4-5	Step 6-9	Step 10-14	Step 15+
Varsity Golf	2175.23	2305.90	2444.50	2591.00	2746.76	2910.42
Varsity Tennis						
Swimming						
Asst. Baseball						
Asst. Softball						
Asst. Track						
Asst. Soccer						
Asst. Volleyball						
Asst. Cross Country						
9th Grade Basketball						
Title I Coordinator						
Varsity Basketball Cheerleading						
Junior Class Advisor						
Category 6	Step 0-1	Step 2-3	Step 4-5	Step 6-9	Step 10-14	Step 15+
7th Football	1952.15	2069.62	2193.71	2325.71	2464.31	2612.13
8th Football						
7/8 Cross Country						
7th Basketball						
8th Basketball						
7/8 Wrestling						
7/8 Boys Track						
7/8 Girls Track						
7/8 Track						
7th Volleyball						
8th Volleyball						
Color Guard						
Play Director						
Yearbook						
District Audio-Visual Coordinator						

Category 7	Step 0-1	Step 2-3	Step 4-5	Step 6-9	Step 10-14	Step 15+
Varsity Football Cheerleading	1461.15	1549.58	1642.00	1740.98	1845.26	1956.13
Reserve Basketball Cheerleading						
Winterguard						
Department Chairperson 6-12						
H.S. Student Council						
Asst. Musical Director						

Category 8	Step 0-1	Step 2-3	Step 4-5	Step 6-9	Step 10-14	Step 15+
7th Basketball Cheerleading	1041.42	1103.45	1143.05	1240.74	1314.64	1393.84
8th Basketball Cheerleading						
9th Basketball Cheerleading						
JV Cheerleading – Football						
Senior Class Advisor						
JH Student Council						
Asst. Play Director						

Category 9	Step 0-1	Step 2-3	Step 4-5	Step 6-9	Step 10-14	Step 15+
7th Football Cheerleading	727.28	770.84	817.02	865.86	918.68	972.79
8th Football Cheerleading						
Freshman Class Advisor						
Sophomore Class Advisor						
National Honor Society						
Drama/Thespians Club						
FHA Club						
Art Club						
French Club						
FCA Club						
Spanish Club						
Earth Science Corp Club						
Assoc. Dept. Chairperson						

Miscellaneous Category

Pay

Vocal Music Program	202.23/program
Science Fair	202.23/program
Tutors:	22.68/hour
Proficiency, Technology	
Home Instruction	
LPDC Chairperson	342.59 stipend per year <i>(in addition to the regular LPDC hourly rate)</i>
LPDC Teacher Member	22.68/hour
Admin. Required Meeting	22.68/hour
Saturday School Instructor	20.19/hour
Spelling Bee/Right to Read	101.12/program
Site Manager/Ticket Taker	14.43/hour
6th Grade Camp	45.68/night
Substitute Teacher Pay	24.40 period
Community Education Director	5,279.70 annually
Asst. Community Education Director	1,319.91 annually

504 **Hospitalization/Major Medical/Dental**

A. Hospitalization/Major Medical Insurance

1. The Board shall purchase from a carrier licensed by State of Ohio, basic hospital-surgical insurance for each teacher now or hereinafter employed and his/her family, upon completion of an enrollment card, which meets or exceeds the specifications below. The Board will provide \$500 per single plan and \$1,000 per family plan per year until the HRA maximum of \$2,000 single and \$4,000 family is funded. Staff may elect to continue the current High Option plan if the staff pays the difference in the Board cost between two plans.
2. The Board will pay eighty percent (80%) of the premium for both single and family coverage.
3. Any certified staff member who is employed four-fifths time or greater will receive the same insurance premium benefit as a full time certified staff member. Any certified staff member who is employed less than four-fifths time will receive a hospitalization premium benefits equal to the percentage of time actually worked.
4. Tutors may purchase hospitalization insurance at their own cost at the same rate as that paid by the Board. The amount may be deducted from the tutor's paycheck.
5. When premium differences are charged by the carrier, the new contributions rates shall be based on the current percentages.
6. The coverage must include a policy which provides for prescription drug coverage through the major medical policy.
7. The policy from the carrier shall be incorporated into this Agreement as Addendum B.

B. Dental Insurance

1. The Board will pay a maximum of \$33.00 per month of the dental premium for each teacher upon completion of an enrollment card by the employee.
2. The policy from the carrier shall be incorporated into this Agreement as Addendum B.

C. Other Provisions:

1. The Board has the right to change the carrier for any of the insurance programs contained herein, provided that such coverage and the service shall be equal to that as specified in the insurance policies herein.
2. If the Board is considering changing carriers, the Association shall be consulted, at least fifteen (15) days in advance of Board action.
3. It is understood that a change in carriers or offerings of carriers may make the exact policy no longer available.

4. An Insurance Committee composed of one certified staff member from each building and one at large member all appointed by the Association, four (4) administrators and chaired by the Treasurer of the Board of Education will meet beginning in September, 1993 for the purpose of examining the insurance coverage offered to employees of the Preble Shawnee Local Schools. The committee is responsible for exploring options available for reducing costs and for making recommendations for the most efficient use of the health care premiums. The committee will also ensure that all members who receive insurance from the Board's carrier will be kept fully informed of methods that enable them to maximize their use of the insurance provided. If this committee does not meet as required by this section, Section 504 A (7) is inoperable.

505 **Term Life Insurance**

Upon completion of an enrollment card by the employee, the Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance of \$60,000 for each teacher plus an equal amount of accidental death and dismemberment coverage. The full cost of this program and any increases thereof, shall be paid by the Board.

Employees shall have the ability to individually purchase additional life insurance that is equal to the amount of the existing coverage (\$60,000) through payroll deduction.

Upon termination of employment for disability a premium waiver form must be completed and filed by the employee between seven (7) and twelve (12) months after the approval date of the disability retirement. If the employee fails to complete and file this form with the Treasurer, the employee will be dropped from life insurance coverage. Only active employees will be covered. The treasurer will inform, in writing, any employee affected by this provision.

506 **Substitute Pay for Planning Time Work**

Regardless of the teacher's regular assignments, every effort will be made to obtain substitute teachers when a regular teacher is absent. Teachers may voluntarily substitute during their planning time for another teacher upon notification to the principal. Such voluntary substitution shall not be cause for compensation.

Should there be no voluntary substitutes, the principal may, on a rotational basis, designate a voluntary compensated substitute to cover during their planning time from a list of teachers who have signed up for compensated substitute duty. Should there be no voluntary or voluntary compensated substitutes available, then the principal may designate a teacher to cover the class. Such teacher who is neither a volunteer nor a compensated substitute shall be compensated at the same rate as the compensated substitute. Every effort will be made to avoid assigning a teacher who is classified as a non-volunteer compensated substitute if voluntary compensated substitutes are present and are not assigned substitute duty.

To the extent that any assignment listed in this article reduces the minimum planning time provided by policy, the compensated substitute will be compensated at the rate provided for in the supplemental salary schedule for each period or part thereof in which he/she is engaged.

507 Pay Periods

- A. Teachers will be paid their annual salary over twenty-six (26) equal pay periods beginning with the first payday Friday in September. All certified teachers must have their checks electronically deposited through the system provided by the Board's Bank.

If electronic deposit is desired, a written request must be filed with the Treasurer within seven (7) working days of the start of school, and once requested, shall remain in place until revoked in writing.

Pay checks will be made available not later than the end of the normal working day on pay day. When a pay day falls on a holiday or during vacation, the pay will be mailed to the teacher's last known address not later than one day prior to pay day. If the teacher wishes the check to be mailed to another address, the teacher will provide the treasurer's office with properly addressed envelopes prior to vacation. The teacher is responsible for making any arrangements with a bank for the depositing of vacation checks.

During the summer months, checks will be mailed on the Thursday preceding the scheduled pay day. Checks will be mailed to the most recent address on file with the treasurer. If the teacher wishes the check to be mailed to another address, the teacher will provide the treasurer's office with six (6) properly addressed envelopes prior to the closing of school. The teacher is responsible for making any arrangements with the bank for the depositing of summer pay checks.

- B. **Supplemental Salary Procedure**

Supplemental contract salaries shall be paid in the following manner:

Year Long (Aug. - June). Positions will be paid at the end of each semester upon satisfactory completion of duties as approved by the supervising administrator(s).

Season Activities. Will be paid at the conclusion of the season upon satisfactory completion of duties as approved by the supervising administrator(s).

Extended Time. Will be paid in twenty-six (26) equal installments in the regular pay.

- C. **Mileage, Planning Time and Miscellaneous Payments.**

All money owed to teachers for mileage, substitute pay and other expenses shall be paid as soon as possible after an expense voucher has been submitted and the Board of Education has approved the expenditure.

508 Payroll Deductions

The Board will provide for payroll deductions for teachers as required by law. In addition, deductions will be made for the following items on an equal basis unless stated otherwise herein:

1. Dayton Area School Employees Federal Credit Union:

Teachers will be able to participate in the Dayton Area School Employees Federal Credit Union through payroll deduction. Changes in the amount deducted can be made once

during the nine-week grading period. Adjustments will appear on the check for the payroll period which follows the notice of the authorized change made by the teacher. No charge will be made for changes.

2. Insurances.
3. Tax Sheltered Annuities in companies who enroll five (5) or more employees. When companies fail to have any employees participating, that company shall be dropped from the list of companies utilized by the Board until such time as that company can enroll five (5) or more employees.
4. United Way.
5. EPAC.
6. Disability Insurance.
7. Association dues will be deducted from a teacher's paycheck upon the Association providing the Board treasurer with a payroll deduction form signed by the teacher.

Such deductions will be continuous while the teacher is in the employ of the Board of Education.

Teacher cancellation of payroll deductions may be made by the teacher annually, not later than September 10 of each year. Such cancellation shall be made on forms obtainable from the Treasurer of the Board. The Treasurer of the Board will notify the President of the Association of such cancellations.

Deductions for dues will be divided equally over twenty (20) pay periods beginning with the second pay period in October.

The Association agrees to indemnify and save the Board harmless from any and all claims arising out of dues deductions by the Board in reliance upon authorization presented by the Association.

509 Severance

- A. Upon proof of retirement from one of the state retirement systems, or upon the death of an active employee and upon receipt of a copy of the death certificate, the Board shall grant severance pay in an amount to be determined by multiplying the daily rate of the teacher's base pay, exclusive of supplemental pay, by thirty-five (35%) of the number of days of unused accumulated sick leave. Upon proof of retirement from one of the State Retirement Systems, or upon the death of an active employee and upon receipt of a copy of the death certificate, the Board shall grant severance pay in an amount to be determined by multiplying the daily rate of the teacher's base pay, exclusive of supplemental pay, by thirty-five (35) percent of the number of unused accumulated sick leave.
- B. The teacher, to be eligible for severance pay, must apply to the Treasurer of the Board within ninety (90) days following retirement.
- C. Longevity Severance - Teachers with twenty (20) years of employment with the Preble Shawnee Local School District will be eligible for longevity severance as follows:

1. One day for each year of employment from 21st – 30th year (10 days maximum) (at Preble Shawnee)
 2. No credit will be given toward longevity severance for any service outside the Preble Shawnee Local School District, i.e., only actual years of employment in the Preble Shawnee Local School District will be counted.
- D. A teacher, to be eligible for severance pay, must be an employee of the Preble Shawnee Local School District at the time of filing for severance.
- E. In the event an employee resigns his/her employment with the Board for retirement purposes effective the end of the work year he/she first becomes eligible to retire through STRS, he/she will receive a lump sum payment of \$7,500.00 plus regular and longevity severance pay as provided in the contract; if a full-time employee (183 day contract and 7.25 hour per day). If the employee is a less than a full-time employee they shall receive a percentage of the \$7,500.00 equal to the contract time worked; (i.e. ½ time would receive 50% or \$3,750.00) plus regular and longevity severance pay as provided in the contract. Any employee working less than ½ time is not eligible for the Super Severance. Any employee who does not resign his/her employment with the Board at the end of the work year in which he/she first becomes eligible to retire through STRS shall forfeit his/her right to any payment pursuant to this provision and shall be entitled only to regular and longevity severance pay upon retirement – as defined in sections 509 A., B., C. and D. upon retirement.

Eligible to retire, as defined by STRS, shall be the first happening of any of the following events:

1. Age 50 and 30 years service
2. Age 55 and 25 years service
3. Age 60 and 5 years service

Payment pursuant to this provision shall be made in a lump sum within ninety (90) days of the Treasurer's receipt of written confirmation from STRS that the employee is retired and receiving STRS benefits.

In order to exercise this benefit, an employee must notify the Superintendent in writing by March 15th of the year he/she is first eligible to retire of his/her intention to retire no later than July 1 of that year.

510 Section 125 Benefits Plan

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to all employees of the bargaining unit. An amount not to exceed thirty percent (30%) of salary may be set aside by the employee for the section of benefits under Section 125 of the Internal Revenue Code, which includes the non-taxable benefits of all eligible insurances, disability, life insurance, non-reimbursed medical and dependent care.

The employee or the employer shall incur no fees for the setup, enrollment, and administrative services provided.

A change in the provider for the above, shall require the Board to give sixty (60) days notice to the President of the Association.

511 Tuition Reimbursement

The Board shall set aside an annual sum of forty thousand (\$40,000) to be used for the purposes of reimbursing employees for tuition expenses within the following guidelines:

- A. All courses taken must be graduate level courses and approved in advance by the Superintendent. Coursework must be related to the field of education;
- B. Teachers must have two (2) or more years of experience with the Preble Shawnee Local Schools to be eligible for reimbursement;
- C. Reimbursement will be provided for up to six (6) semester hours or nine (9) quarter hours per teacher per fiscal year. The rate will be up to four hundred fifty dollars (\$450) per semester hour and up to three hundred dollars (\$300) per quarter hour.
- D. Payment will be made within two (2) weeks upon submission to the Board Treasurer proof of payment and proof of successful completion (a "C" or better or Pass in "pass-fail" classes) of the required coursework (i.e., transcripts, grade report, etc.);
- E. Should the tuition reimbursement still have unexpended money after June 30, that amount will be carried over and added to the tuition reimbursement fund for next fiscal year. In no case will the total amount accumulated in the fund exceed fifty thousand dollars (\$50,000).
- F. Teachers will be reimbursed for the cost BCI background checks provided the results allow employment and proof of payment is submitted.

512 Mileage

All teachers who are required to use a private automobile in the normal and regular course of completing their assigned duties or those given specific temporary assignments requiring such usage will be entitled to receive mileage payments for use of said automobile. Reimbursement shall be at the rate per mile or fraction thereof as established by the IRS and effective on July first of each year.

513 Administratively Required Meetings

After 120 minutes of administratively required meetings per month (i.e., IAT, IEP, MFE, Data Team, Action Team, regular staff meetings and any other school improvement committee developed out of the State Diagnostic Review) teachers will be paid per the supplemental salary schedule for any additional time in such meetings. A meeting that is cancelled within 5 minutes of the scheduled start time due to a required member (including a parent) not being in attendance will not count as a meeting for the purpose of this article.

ARTICLE VI - LEAVE OF ABSENCE

601 General Leaves of Absence Without Pay

- A. In accordance with Section 3319.13 of the Ohio Revised Code, upon written request a teacher may be entitled to a leave of absence without pay for a period of not to exceed two (2) school years for educational or professional or other purposes, and the Board shall grant such leave where illness or other disability is the reason for the request. The initial grant of leave shall be for not more than one (1) school year.
- B. Teachers on leave of absence shall be continued on life and hospitalization insurance in accordance with Section 3313.202 of the Ohio Revised Code and the stipulations of the Treasurer of the Board as to the time for the payment of monthly premiums. All Board contributions toward fringe benefits shall cease during the period of a granted leave.
- C. Requests for an initial leave of absence shall be made, in writing to the Superintendent, at least thirty (30) days prior to the first day of the expected leave except in cases of illness. Requests for extension shall be made, in writing to the Superintendent, at least thirty (30) days prior to the termination of the initial leave.
- D. Teachers on leave of absence who do not intend to return the following year are requested to submit their intent, in writing, to the Superintendent prior to April 1.
- E. A teacher may be required by the Board to provide adequate medical documentation if the reason for the leave request is illness or other disability.
- F. A teacher returning from leave shall be placed in the same position from which leave was granted, if available, or in another position for which the teacher is fully qualified.
- G. A teacher who is pregnant or who is adopting a child less than one year of age, shall be entitled to a leave of absence without pay. Such leave shall be governed by the provisions above.

602 Appearances in Court

A. Jury Duty

After an absence for jury duty, either reporting for or serving on, the teacher shall return payment received for such services, less travel expenses, to the Treasurer of the Board, and at the next regular pay period, shall receive full payment of his/her regular salary from the Board for the day or days of excused absence for this purpose.

- B. Any appearance in court due to school-related professional duties may be considered professional days.

603 Personal Leave

- A. Up to three (3) paid days may be granted in any one school year for personal leave. Request for advanced approval of such leave shall be made in writing on appropriate forms to the building principal at least 4 business days prior to the date of the intended absence. The form will be stamped as received with the date and time. Not less than one-half (1/2) day

will be allowed. The time limits shall not apply if the request is being made because of an emergency. Personal leave is not accumulative. If notification, in writing, of denial of the personal leave request is not given to the teacher at least twenty-four (24) hours in advance of the date of the intended absence the leave is considered to have been approved.

1. All three (3) days can be stated as "necessary personal business which cannot be conducted outside of regular working hours". This reason will be interpreted to meet the standards stated in this policy. Notification of approval or denial will be provided to the teacher at least one business day in advance of the date of intended absence. Personal leave may be taken in either whole or half (1/2) day segments.
2. Violation and/or misuse of personal leave may result in the loss of a teacher's personal leave privileges and/or dismissal.
3. Personal leave may not be used immediately before or after any school vacation period or in connection with any employee's regular vacation. Except that if the request for personal leave before or after a school vacation states that it is for one of the reasons listed in Section A4 of this Article, and specifically lists the reason, the request normally will be granted. Personal leave may not be used for recreational or vocational (other income) pursuits, social activities, shopping trips, hobby activities, secondary employment, accompanying spouse on a trip, or seeking employment elsewhere.
4. Personal leave shall be interpreted to include, but not be limited to: funerals not covered in the sick leave policy, mandatory court appearance (other than jury duty), necessary legal or business matters that cannot be attended to after school hours, on Saturday or during vacation periods, religious holidays sibling wedding or graduation and urgent or unusual family obligations involving the immediate family of the teacher. The immediate family is defined as husband, wife, children, mother, father, grandparents, grandchildren, sister, brother, nieces and nephews, parents-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law and any member of the same household.
5. Under most circumstances, no more than five (5) teachers in the district, may be absent on personal leave on the same day.
6. If schools are closed because of a calamity on a day scheduled as a personal day by an employee, said employee will not be charged with a personal day unless a substitute has been compensated.
7. Personal Days cannot be used while people are on extended sick leave. (five days or longer)

B. Tutors are not eligible for personal leave.

604 Professional Leave

Released time to attend professional meetings will be given to provide the opportunity for teachers to advance professionally.

All teachers are encouraged to participate in professional activities of educational organizations which operate for the benefit of education.

These activities include membership and holding office in professional organizations, participation in curriculum studies, and educational leadership in experimental programs.

The Board will supply a substitute for a teacher on professional leave.

Reimbursement will be paid, in accordance with Board policy, for the following necessary and reasonable pre-approved expenses:

1. Use of a privately-owned automobile.
2. Commercial carrier fares.
3. Meals.
4. Lodging.
5. Conference registration.
6. Other expenses as provided for in the Board policy.

All applications for leave will be considered in accordance with standards established in the appropriate Board policy.

All applications for professional leave must be in writing and sent to the Superintendent. The Superintendent will answer, in writing, all requests for professional leave within seven (7) working days of application.

605 Sick Leave Accumulation and Advancement

- A. Each teacher in the employ of the Board shall be entitled to sick leave of one and one-fourth (1-1/4) work days with pay, for each completed month of service.

The unused portion of sick leave may be accumulated up to two hundred twenty-five (225) days.

Teachers without accumulated sick leave shall be advanced five (5) days, and may be advanced an additional ten (10) days, of the maximum accumulation possible for the remainder of the current contract year with the provision that such advanced sick leave may be recovered from the final settlement made with any teacher who departs or terminates employment prior to the completion of the current contract year.

A teacher who is absent because of illness, and whose position has not been terminated as provided by law, is still in service of this district and continues to accumulate sick leave while absent on approved sick leave.

Teachers shall qualify for sick leave absences with full pay during the school year for one or all of the following reasons:

1. Personal illness.
2. Pregnancy*.
3. Injury.
4. Exposure to contagious disease which could be communicated to others.
5. Absence due to illness, injury or death in the teacher's immediate family (O.R.C. 3319.141). The immediate family is defined as husband, wife, children, mother, father, grandparents, grandchildren, sister, brother, parents-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and any member of the same household.

Such absences shall be approved by the Superintendent or his designated representative. Reasonable advance notice shall be given to the building principal indicating the date and reason for absences.

Upon return from sick leave, each teacher shall furnish a satisfactory signed statement indicating that the teacher was absent for just cause and shall give the name and address of the attending physician if medical attention was required.

Once a person is on extended sick leave (five or more consecutive days) they must submit a doctor's note substantiating the leave by the 5th day of successive absence, then every 20 days thereafter, if requested. They must also submit a release from a doctor to return to work after being off more than 10 days.

* Pregnancy, as used above, does not refer to the state of being pregnant, but refers only to pregnancy related disability including pre and post delivery periods of inability to adequately perform the duties of the job.

B. Tutors are not eligible for sick leave.

C. **Sick Leave Bank**

1. A committee of seven (7) members shall administer the sick leave bank and only be convened upon receipt of an application to the district Treasurer.
2. The committee will consist of three (3) teacher members appointed by the Association (PSLEA), two (2) administrators appointed by the Superintendent, the Treasurer, and one (1) Board of Education member appointed by the Board of Education.
3. The committee is hereby empowered and guided by the following:
 - a. Sick leave will be provided only in the case of catastrophic illness or injury as determined by the committee's review of an application. Maternity leave either pre- or post delivery will not be considered by the committee unless there are catastrophic complications with the pregnancy.
 - b. The leave will be applicable to illnesses involving the immediate family.

- c. A formal application is required to convene the committee and create an application review.
 - d. The bank is available to the certified/licensed staff, including administrators.
 - e. There will be no payback for days used from the bank or given to the bank in any situation or circumstance. Any unused days that were granted by the committee will be retained by the bank for further use.
 - f. All members of the certified/licensed staff are eligible to draw from the bank, regardless of whether they have contributed to the bank.
 - g. There will be no cap on the number of days given to an application, except that it shall not exceed the number of days available.
 - h. Days granted from the bank will be used once the teachers accumulated days run out. The District will not advance days before the days from the bank can be used.
 - i. The Treasurer of the Board will be responsible for maintaining records of the bank.
 - j. The Treasurer of the Board or designee will convene the committee within 72 hours or three business days upon receipt of an application.
 - k. Applications will be approved through consensus, or if necessary by a majority vote of the Sick Leave Bank Committee. The decision can be considered a personnel matter discussed in its entirety in an executive session of the Sick Leave Bank Committee.
 - l. Applicants must agree to hold the Board of Education and the Association harmless for the operation and actions of the Sick Leave Bank and waive any right to an appeal of any decision or action pertaining to the application. In the event that the applicant's conditions change, he/she may re-apply or request an extension.
 - m. The committee reserves the right to request additional information or documentation if they deem it necessary for their decision on a case by case basis.
 - n. The committee's decision is final, not available for appeal, and never subject to a grievance.
 - o. The rotational sick leave contribution list will be determined by the district seniority list as compiled by the district Treasurer.
4. All applications will be held in the strictest confidence as appropriate for the completion and consideration of the application.

Sick Leave Donor Verification

By signing below, I am willing to be a contributor to the Preble Shawnee Sick Leave in the amount of one (1) day; this contribution is an irrevocable action. This day will only be used as determined by the Sick Leave Bank Committee. Any additional days will not be granted without my written approval.

Preble Shawnee Employee Signature

Date

***This form must be returned by _____ (date) to the Preble Shawnee Local District Treasurer's office and will not be accepted after this date until another donor day is requested by the committee unless you are a new hire to the district after this date.

**Sick Leave Bank
Application for Days**

Employee Name: _____

Number of Days Being Requested: _____

Projected date of return to your position at Preble Shawnee: _____

Narrative for Need:

Please attach any additional documentation offered or requested to this application.

Employee (or designee) Signature

Date

Date Received by the Preble Shawnee Local District Treasurer or Official Designee

Circle One: Approved Denied

606 **Special Leave**

- A. In the event of school closures due to financial or other problems or if excessive calamity days necessitate a revision of the school calendar, the Board will consider an application for unpaid leave to permit a teacher to meet a prior commitment to attend college. Application for such leave must indicate the college to be attended and give evidence of enrollment. The Board will satisfy itself that adequate substitutes are available and that the teacher will finalize records in a timely fashion. Such leave will not exceed five (5) working days.
- B. Tutors will not be paid if the schools are closed because of a calamity day.

607 **Assault Leave**

The Board assures teachers that it will put its full support behind the discipline procedures and policies adopted by the Board in matters of discipline. It is recognized that there is a continuing need to review discipline policies by mutual study.

Any case of physical threat or assault to a teacher will be reported immediately to the principal. The teacher and the principal will cooperate with police and judicial authorities with respect to the decision to file criminal charges as well as in any subsequent judicial proceedings as requested by police or judicial officers.

The Board will provide assault leave for a teacher who is absent due to any physical disability resulting from an assault which occurs while the teacher is acting in a professional capacity at a home school function, on regular or special assignment during the course of employment by the Board. Such leave will not cause any loss in pay, nor be charged against sick leave accumulated by the teacher.

Teachers who use assault leave shall complete the assault leave form. In cases of more than five (5) days of continuous absence resulting from the assault, medical verification for the extended absence will be required. Assault leave will not be for more than thirty (30) days.

Falsification of any statement or claim under the assault leave provisions may be reason for suspension or termination of employment.

608 **Sabbatical Leave**

- A. The Board may provide sabbatical leave to teachers according to the provisions herein stated and in keeping with the provisions of Section 3319.131 of the Ohio Revised Code.
- B. A teacher, upon written request to the Superintendent and the Board, may be granted a leave of absence with part pay and full fringe benefits for up to one (1) school year. Approval or disapproval of requests for sabbatical leave rests with the Superintendent and the Board of Education.
- C. Such leave shall be according to the following provisions:
 - 1. A teacher shall have had at least eight (8) years of service in the Preble Shawnee Local School District.

2. For the purpose of this section, service shall mean experience in this district for which experience credit is recognized in determining placement on the salary schedule.
3. A plan of professional improvement shall be furnished prior to Board approval of the sabbatical leave. Upon return from sabbatical leave, a report shall be filed by the teacher as proof that said plan was followed.
4. The part salary shall be the difference between the employee's expected salary for the next school year and the cost of a substitute for the period of time the sabbatical leave shall be in effect.
5. The Board shall arrange for a substitute with not more than the number of years of experience of the teacher on sabbatical leave.
6. Any payment due to a returning staff member will be paid only after verification of passing marks while on sabbatical leave and only after the Treasurer has received the signed contract of the teacher for the ensuing year. Any such payment shall be made only after July 10.
7. Teachers returning from sabbatical leave shall be returned to the same assignment held prior to such leave.
8. Not more than one (1) teacher shall be granted sabbatical leave during the same school year.
9. Additional sabbaticals shall be made available to teachers after completion of five (5) additional years of teaching experience.

609 **Family Leave**

- A. The Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties agree that all benefits mandated by this Act will be provided to eligible employees covered by this agreement.
- B. **Eligibility:**
 1. Employee must have been employed at least twelve (12) months and worked 1,250 hours or more during the twelve (12) month period prior to the date leave begins. The employee must currently be working at least 1,250 hours per year.
 2. The employee who works 180 school days must work 34 hours and 43 minutes per week to be eligible.
- C. **Leave Provisions:**
 1. Eligible employees are entitled to take up to a combined total of twelve (12) weeks of unpaid leave per year in the following four situations:
 - a. the birth and first year care of a child
 - b. the adoption or foster placement of a child

- c. the illness of an employee's spouse, parent or child
- d. the employee's own illness

This covers paternity leave for fathers, adoption and foster placement as well as maternity leave for mothers. In all of these situations the entitlement for child care ends after the child reaches age one or twelve (12) months after the date of adoption or foster placement. The child care entitlement applies to step-parents and persons acting "in loco parentis" as well as biological parents.

- 2. Intermittent leave is taken over an uninterrupted time of at least one (1) week but less than twelve (12) weeks. Reduced leave is defined as a leave schedule that reduces the number of hours worked each week. Both of these leaves are permitted for birth / adoption if the employer and employee can agree on a schedule. Intermittent and reduced leave will be approved only when medically necessary. If not medically necessary, intermittent and reduced leave will be approved only if a mutually agreeable schedule can be determined by both parties.
- 3. Spouses employed by the same employer are limited to a combined total of twelve (12) weeks except in the case of personal illness.
- 4. The eligible employee will receive a continuation of health benefits paid by the employer during the period of leave. Employees do not accrue seniority or benefits other than health benefits during the time they are on leave.

D. **Obligations of Employees:**

- 1. If births, adoptions, or foster placements are foreseeable, employees must provide thirty (30) days notice to the employer of the date when leave is to begin. With respect to family or employee, illnesses that are foreseeable, the employee must make a reasonable effort to schedule treatment at a time that does not disrupt the operations of the employer. This requirement is subject to the approval of the employee or family member's health care provider.
- 2. Timely certification from the employee's health care provider or health care provider of the family member regarding:
 - a. the date that the condition began
 - b. how long it lasted
 - c. the necessity of leave
 - d. the employee's inability to perform job functions

If doubt exists about this certification, a second opinion at the board's expense and/or a third health care provider opinion to provide certificates will be required. All records concerning this leave will be classified as health records and will not be subject to public inspection.

- 3. In the case of personal illness the employee must provide certification from his/her health care provider that they are able to resume work.
- 4. If an employee fails to return to work after the leave period has expired, the board may recover the cost of health care premiums paid during the leave period. This

right to recovery does not apply in cases of personal or family illness or in other circumstances beyond the control of the employee.

E. *Return from Leave:*

If a teacher takes leave under this article which is to terminate within the last three (3) weeks before the end of a school term, and the leave is of more than five (5) weeks duration, the Board may require the teacher to remain on leave for the remainder of the term under the same conditions as are required by this article, even if all twelve (12) weeks required by law have been used.

F. Employees whenever possible will be restored to the same position they held prior to the leave or, if not possible, an equivalent position with equivalent conditions of employment.

ARTICLE VII - GRIEVANCE PROCEDURE

701 Grievance Defined

"Grievance", as used in this Agreement, is limited to a complaint, dispute or controversy by an employee within the bargaining unit which involves the interpretation or application of this Agreement or of the administrative rules and regulations as applied to employees covered hereunder.

702 Representation

The Association shall designate a representative and alternate who are employees of the school district for each building in the Preble Shawnee Local District. The name of such representative shall be given to the principal of the building concerned and to the Superintendent within seven (7) days of such designation. If requested by the member of the bargaining unit, the designated representative may participate in grievance meetings and any disciplinary hearings.

703 Time Limits

Days shall mean working days or when school is in session. In the event a grievance is filed at such time that it cannot be resolved by the close of a calendar school term, the grievance shall continue on time limits based on working days (excluding week-ends) until resolution of such grievance. The parties may mutually agree to extend any or all steps to a certain time. In the event a grievance cannot be resolved because of the beginning of the Christmas or spring recess, further attempts at resolving shall be postponed until no more than five (5) days following the return to school unless the parties in interest otherwise agree. The grievant and the party at that level shall so agree where irreparable injury would result from a postponement.

704 Procedure

Level 1:

Within fifteen (15) working days after the occurrence which constitutes the basis for the grievance, the employee may submit the grievance, one copy to the building principal or immediate supervisor, in writing, and one copy to the Superintendent, as appropriate, on a grievance form to be provided by the administration and available in the office of the principal of any school in the Preble Shawnee Local School District. The principal or immediate supervisor shall give his/her answer in writing within twelve (12) working days after the grievance is submitted.

Level 2:

If an agreeable settlement is not reached at Level 1, the grievance may be presented within seven (7) working days thereafter at a conference between the grievant and an Association representative, if requested by the grievant, and the Superintendent, and the building principal or immediate supervisor. The Superintendent shall give his/her answer within seven (7) working days after the grievance is so presented.

Level 3: Arbitration

If an agreeable settlement is not reached at Level 2, the grievant must notify the Superintendent, in writing, within fifteen (15) working days after the Level 2 decision is given of the Association's intention to request arbitration. The appropriation forms must be filed with the American Arbitration Association not more than thirty (30) working days after the Level 2 decision is given. The arbitrator shall be chosen from a list provided by the American Arbitration Association (AAA). The AAA shall not have the authority to independently designate an arbitrator, but shall furnish the parties additional lists until an arbitrator can be selected. Each party shall strike those names unacceptable to them and return the list to AAA. Any arbitrator appearing on the list of acceptable arbitrators from both parties shall be designated as the assigned arbitrator. The hearing shall be in accordance with the voluntary rules and regulations of the AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision within fifteen (15) days of the close of the hearing or as soon as reasonably possible. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Grievant, and the Association.

The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her.

The costs for arbitration shall be shared equally by the Board and the Association.

At the next regular meeting of the Board, the action taken on the grievance arbitrator's award will be made official by being made a matter of record in the minutes of the Board through motion and vote of the Board.

705 Miscellaneous

- A. All formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded both sides.

Each hearing shall have provisions for: initial presentation of the grievant's case, presentation of the administration's case, cross-examination and/or questioning, and final summaries with either party having the right at his/her own option to waive any or all of the foregoing.

- B. A group grievance may be initiated by the Association for an alleged violation that affects two (2) or more teachers.
- C. All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.
- D. Failure at any level of an administrator to communicate a decision within the specified time limits or extended time agreed to shall permit the grievant to proceed to the next level of the formal grievance procedure.
- E. The right to process a grievance shall be forfeited if the grievance is not presented or appealed at any level of the procedure within the specified time limits. If the grievance is not presented or appealed to a higher level of this procedure, it shall be deemed settled on the basis of the last answer.

- F. The appointed representative of the grievant and/or administrator shall be permitted to attend any formal grievance hearing.
- G. Nothing contained herein will be construed as limiting the right of any professional staff member having a complaint or problem to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the opportunity to be present at such adjustment and to state its views.
- H. The filing of a grievance shall not be made a part of the grievant's personnel file nor be a cause or matter for reprisals or harassment.

706 **Grievance Report Form**

Level 1:

Statement of the grievance (including the provision of the Master Agreement which has been violated, misinterpreted, or misapplied): _____

Relief Sought:

Grievant: _____

Date Submitted: _____

Hearing Date: _____

Response of Administrator:

Administrator: _____

Date Issued: _____

Agreed to Solution 1: Yes No (circle one)

Administrator Signature _____

Date _____

Grievant Signature _____

Date _____

Level 2:

Statement of grievance (include provision of Master Agreement): _____

Relief Sought:

Grievant: _____

Date Submitted: _____

Hearing Date: _____

Response of Superintendent:

Superintendent: _____

Date Issued: _____

Agreed to Solution 2: Yes No (circle one)

Administrator Signature _____

Date _____

Grievant Signature _____

Date _____

Level 3:

Date of Association's Demand for Arbitration: _____

ARTICLE VIII - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

801 Preble Shawnee Local Professional Development Committee

The Preble Shawnee LPDC (PSLPDC) shall review and approve individual professional development plan proposals by teachers and administrators based on the format and program established by the PSLPDC, Preble County Consortium of Schools LPDC (PCCSLPDC) and the Rules and Regulations of the Ohio Department of Education. The PSLPDC shall have no authority to make any decision contrary to any provision of this Negotiated Agreement, Board Policy, or any law or regulation governing the operation of public school districts. The PSLPDC shall not have any authority to make any decision requiring the expenditure of Board funds without express prior approval of the Board of Education.

A. PSLPDC Membership

The PSLPDC shall be comprised of seven (7) members. Four (4) members shall be teachers and three (3) others will be from the administrative team. There will be one teacher member from the high school (grades 9-12), one from the junior high (grades 7-8), and one each from Camden Primary and West Elkton Intermediate. There will be at least two members representing the administrative team who are principals, one K-6 and one 7-12. When the committee is considering the plan of an administrator, treasurer, or other school business official, the number of teacher committee members will be reduced by two (2). The members of the committee who are teachers will determine which two teacher members will temporarily leave the committee. If the administrator who submits a plan is a member of the PSLPDC, he/she will be replaced for the purposes of considering his/her plan only by an administrator to be named by the Superintendent.

B. Appointment, Terms, Stipend

The four (4) teacher members shall be appointed as per the PSLEA Constitution and By-Laws. The administrative team members will be appointed by the Superintendent. The PSLPDC teacher members will serve rotating terms as per PSLEA Constitution and By-Laws. Two members of the administrative team members of the PSLPDC will serve terms of three years and one member will serve a term of two years. A supplemental contract will be issued for all teacher members of the PSLPDC. The contract will provide for released time and, when work is performed outside of the regular school day, compensation will be the same as the supplemental pay rate for proficiency test tutors.

C. Operating Procedures

Members of the PSLPDC shall elect a Chairperson at the first meeting from the teacher members. The PSLPDC will determine its meeting from the teacher members. The PSLPDC will determine its operating procedures and meetings schedule by consensus. Meetings shall be held, when possible, to keep District costs at a minimum. Where consensus is not possible a vote of a simple majority of the full membership of the PSLPDC will be required for action. The PSLPDC shall meet once monthly and at other times as it may determine, but shall adopt such policies as are required by law for providing notice of meetings of committees of public bodies. Minutes of meetings and records of the PSLPDC shall be prepared and maintained in compliance with the laws governing the operating of committees of public bodies. The Board shall be responsible for secretarial and record keeping service for the PSLPDC.

D. Appeals

An educator may request a written explanation of the decision of the PSLPDC and may appeal the decision to the Preble County Consortium LPDC.

E. Removal of a Teacher Member

A teacher member who is not fulfilling his/her duties on the PSLPDC may be removed for just cause by a five-sevenths majority vote of all members of the PSLPDC.

F. Confidentiality

All members of the PSLPDC and the PCCLPDC shall keep confidential all discussions, actions, materials and other information.

802 **Relationship To and Role of Preble County Consortium of Schools Local Professional Development Committee**

- A. The Preble County Consortium of Schools Local Professional Development Committee (PCCSLPDC) will develop the format for Individual Professional Development Plan (IPDP) proposals, determine the training needs of PSLPDC members, coordinate county-wide in-service activities, help provide information for county-wide program decisions, establish a county-wide Entry-Year Program, maintain a Mentor Program, and serve as the appeals board when an educator's IPDP is not approved by the PSLPDC.
- B. Members of the PCCSLPDC from the Preble Shawnee Local School District will be appointed in accordance with the Constitution and By-Laws of the Association.
- C. A supplemental contract will be issued for all teacher members of the PCCSLPDC. The contract will provide for released time and, when work is performed outside of the regular school day, compensation will be per the negotiated supplemental salary schedule.

The following items will be dealt with through an exchange of letters between the Board President and the President of the Association.

- 1. Employment of Central Office Administrators
- 2. Annual meeting with a benefit plan representative and completion of a Section 125 form.

ARTICLE IX - NEGOTIATIONS AGREEMENT

901 **Preamble**

The Preble Shawnee Local Board of Education and the Preble Shawnee Local Education Association, affiliated with the Ohio Education Association and the National Education Association, do hereby agree that the welfare of the children of the Preble Shawnee Local Schools is paramount in the operation of the schools and will be promoted by both parties. The parties enter into this Agreement to enable the professional employees to participate in and contribute to the development of policies dealing with salaries, fringe benefits, working conditions, items of the negotiated agreement and other items the parties mutually agree to negotiate.

The parties agree that:

- A. The Board of Education, by law, has the final responsibility for establishing policy in the school district.
- B. The Superintendent and his staff have the responsibility for implementing the policies established by the Board.
- C. The Board and the Association subscribe to the principle that differences shall be resolved through negotiations and/or the grievance procedure, wherever possible.
- D. The Board or their designated representative(s) shall meet with the designated representatives of the Association for the purpose of negotiating in good faith to reach satisfactory agreements.

902 **Recognition**

The Board of Education of the Preble Shawnee Local School District recognizes for the term of this Agreement, the Preble Shawnee Local Education Association as the sole and exclusive bargaining representative for all bargaining unit members employed by the Board. The term "bargaining unit member" is defined as all certificated employees employed by the Board for the purpose of instructing or supervising students excluding only the following: Superintendent, Assistant Superintendent, Principals, Assistant Principals, and all supervisory, confidential, and management employees as defined by Chapter 4117 (F), (J), and (K) of the Ohio Revised Code.

"Tutor" means an employee under contract with the Board of Education employed for and regularly assigned to a tutorial position requiring the holding of a valid teaching certificate. Such tutors shall be included in the bargaining unit and shall be entitled to all provisions of the Agreement, unless specifically referenced in any article.

In accordance with Article II, Section 202 of this Agreement, all rights, powers, and duties of the Board not specifically reduced to writing as a part of this agreement are reserved solely to the discretion of the Board. Except as specifically modified by the terms of this Agreement, all matters relating to collective bargaining, employment, discipline, work stoppages, and other matters or relations between the parties shall follow the applicable state or federal statute.

903 **Savings Clause**

- A. The Board of Education and the Association agree that all items in this contract which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.10 (A) shall not be affected by this article. Should any clause of this contract be held in violation of the law by a court of competent jurisdiction, then the clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.
- B. In the event of a determination pursuant to paragraph A, the Board and the Association shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternative provision for only such affected provisions. Said negotiations shall be accomplished under the provisions of O.R.C. 4117.

MEMORANDUM OF UNDERSTANDING - A

This Memorandum of Understanding is entered into between the Preble Shawnee Local School District, hereinafter the "Board" and the Preble Shawnee Local Education Association, hereinafter the "Association".

It is hereby agreed by the parties that neither the Board nor the Association or their respective employees, members or agents will take any action against any employees, members or agents of the parties regarding their employment and/or association with the School District as a result of the negotiations leading to a successor Collective Bargaining Agreement between said parties.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 1989.

FOR: PREBLE SHAWNEE LOCAL
SCHOOL DISTRICT

FOR: PREBLE SHAWNEE LOCAL
EDUCATION ASSOCIATION

President

President

Superintendent

Chairperson

Treasurer

Member

Member

Member

MEMORANDUM OF UNDERSTANDING - B

This Memorandum of Understanding is entered into between the Preble Shawnee Local School District, hereinafter the "Board" and the Preble Shawnee Local Education Association, hereinafter the "Association".

The parties agree that the Association shall retain all rights to bargain effects on working conditions when they occur. Requests to bargain such effects must be made in writing to the Superintendent no more than ten (10) working days after the person affected by the change is notified of the change. Bargaining on these items will be conducted in accordance with the provisions of this contract and of Chapter 4117 of the Ohio Revised Code. The parties agree that this Memo of Understanding while binding on the parties is not subject to the grievance procedure as Memos of Understanding are not part of the contract.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 1992.

FOR: PREBLE SHAWNEE LOCAL
SCHOOL DISTRICT

FOR: PREBLE SHAWNEE LOCAL
EDUCATION ASSOCIATION

President

President

Superintendent

Chairperson

Treasurer

Member

Member

Member

MEMORANDUM OF UNDERSTANDING - C

This Memorandum of Understanding is entered into between the Preble Shawnee Local School District, hereinafter the "Board" and the Preble Shawnee Local Education Association, hereinafter the "Association".

Section 1 - It is hereby agreed by the parties that the best way to improve the quality of education in the District is to have open communication. It is hereby agreed by the parties that each side will make every effort to promote professional and effective communication. To accomplish this end, the Board and Association will meet to develop plans on items of mutual concern affecting the quality of education in the Preble Shawnee Local Schools. These sessions will be limited to two items per year, and open to all members of the certified staff. The first item to be discussed shall be the development of long range goals for the district. A Quality Committee composed of the President of the Association, member of the Association, the Superintendent, and two board members shall meet to plan these sessions. Any cost of outside facilitators to be shared equally by both parties.

Section 2 - The parties agree that, upon the request of either party, the Board and representatives of the Association will meet in executive session to discuss personnel matters of concern to either side. Further, the parties agree that this Memo of Understanding, while binding on the parties, is not subject to the grievance procedure as Memos of Understanding are not part of the contract.

Section 3 - Any items implemented as a result of these meetings will be reviewed at a mutually agreeable time after implementation (within one calendar year).

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 1992.

FOR: PREBLE SHAWNEE LOCAL
SCHOOL DISTRICT

FOR: PREBLE SHAWNEE LOCAL
EDUCATION ASSOCIATION

President

President

Superintendent

Chairperson

Treasurer

Member

Member

Member

MEMORANDUM OF UNDERSTANDING - D

This Memorandum of Understanding is entered into between the Preble Shawnee Local School District, hereinafter the "Board" and the Preble Shawnee Local Education Association, hereinafter the "Association".

It is understood that classes at all levels and in all subject areas are best maintained at the lowest level consistent with the financial resources and physical facilities of the school district and good educational practices.

Prior to the end of the school year, teachers shall receive a tentative number of students per class for the following year. Principals will meet with teachers on request to discuss the reasons for the distribution of students. Upon written request, principals will give written rationale for distribution of students or class size.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ of _____, 1992.

FOR: PREBLE SHAWNEE LOCAL
SCHOOL DISTRICT

FOR: PREBLE SHAWNEE LOCAL
EDUCATION ASSOCIATION

President

President

Superintendent

Chairperson

Treasurer

Member

Member

Member

MEMORANDUM OF UNDERSTANDING - E

This Memorandum of Understanding is entered into between the Preble Shawnee Local School District, hereinafter the "Board" and the Preble Shawnee Local Education Association, hereinafter the "Association".

The Evaluation Committee will meet to review the evaluation procedures and to develop criteria dealing with patterns of abuse of the attendance policies. If the attendance criteria is not completed prior to September 15, 1993, but is completed prior to January 1, 1994, Section 304 B of the Master Agreement notwithstanding, the attendance criteria will apply to the 1993-94 school year provided that it is not applied retroactively and that teachers are informed of the changes 30 days prior to the effective date of any new attendance criteria.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ of _____, 1993.

FOR: PREBLE SHAWNEE LOCAL
SCHOOL DISTRICT

FOR: PREBLE SHAWNEE LOCAL
EDUCATION ASSOCIATION

President

President

Superintendent

Chairperson

Treasurer

Member

Member

Member

MEMORANDUM OF UNDERSTANDING - F

This Memorandum of Understanding is entered into between the Preble Shawnee Local School District, hereinafter the "Board" and the Preble Shawnee Local Education Association, hereinafter the "Association".

The parties agree that an attendance profile will be established and that the profile will be constructed and used only as specified herein. If there is a conflict between the language of this Memo of Understanding and the Master Agreement, the language of the Master Agreement will be followed.

ATTENDANCE PROFILE

1. An attendance profile will be completed and given to each employee at the beginning of each school year, but in no case later than September 15.
2. The profile shall contain the following information:
 - a. number of days absence due to sick leave, broken down according to the reasons specified in the Master Agreement for the use of sick leave, and the dates on which absences occurred;
 - b. number of days absence due to personal leave, professional leave, unpaid leave, jury duty, assault leave, or other Board approved leaves, and the dates on which such absences occurred;
 - c. the total number of days of absence of the employee; and
 - d. a written request for an administrator / employee conference if there are any concerns over any aspect of employee attendance. See attached.
3. Nothing contained herein shall be construed to limit the right of the employee access to or use of legitimate leave provisions within the Master Agreement, and this Memorandum of Understanding is not exempt from the grievance procedures contained in the Master Agreement. However, the abuse of said leave provisions by an employee is grounds for discipline as provided for under this agreement and the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ of _____, 1993.

FOR: PREBLE SHAWNEE LOCAL
SCHOOL DISTRICT

FOR: PREBLE SHAWNEE LOCAL
EDUCATION ASSOCIATION

President

President

Superintendent

Chairperson

Treasurer

Member

Member

Member

MEMORANDUM OF UNDERSTANDING – G

This Memorandum of Understanding is entered into between the Preble Shawnee Local School District, hereinafter the “Board” and the Preble Shawnee Local Education Association, hereinafter the “Association”.

It is hereby agreed to suspend current contract language for section 504 (C(4)) as stated below for the purpose of bargaining the Master Agreement to be in effect between 2011-2013. The Association agrees to accept the mandated change to the “Core Option” insurance plan. The Board agrees to fund the accompanying Health Reimbursement Account (HRA) annually at \$500 per single plan and \$1000 per family plan until the HRA is funded at the maximum level as described by the plan. The insurance committee as described below will meet prior to bargaining the Master Agreement to be enacted in 2013 to examine the options available for the certified staff and prepare recommendations to be considered by the bargaining teams.

504 Hospitalization/Major Medical/Dental

C. Other Provisions:

4. An Insurance Committee composed of one certified staff member from each building and one at large member all appointed by the Association, four (4) administrators and chaired by the Treasurer of the Board of Education will meet beginning in September, 1993 for the purpose of examining the insurance coverage offered to employees of the Preble Shawnee Local Schools. The committee is responsible for exploring options available for reducing costs and for making recommendations for the most efficient use of the health care premiums. The committee will also ensure that all members who receive insurance from the Board's carrier will be kept fully informed of methods that enable them to maximize their use of the insurance provided. If this committee does not meet as required by this section, Section 504 A (7) is inoperable.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2011.

FOR: PREBLE SHAWNEE LOCAL
SCHOOL DISTRICT

FOR: PREBLE SHAWNEE LOCAL
EDUCATION ASSOCIATION

President

President

Superintendent

Chairperson

Treasurer

Member

Member

Member

ADDENDUM A - TEACHER EVALUATION POLICY AND PROCEDURES

PHILOSOPHY

The purposes of evaluation are: 1) to improve classroom instruction; and 2) to provide information to be used in determining the status of the teacher's contract.

We believe that evaluation must improve the total teaching learning process. To accomplish this goal, evaluation must: 1) encourage methods that promote a classroom atmosphere of satisfaction and accomplishment; 2) be a cooperative attempt to solve professional problems; 3) encourage self-appraisal; 4) be constructive; 5) take into account the individual difference of the teachers; and 6) encourage the teacher to keep current in his / her profession.

Evaluation is a cooperative process wherein the individual being evaluated and the ones responsible for making the evaluation feel a joint responsibility to focus upon performance areas, to work together to achieve the best results and to evaluate these areas.

POLICY AND PROCEDURE

The individual being evaluated will have an evaluation conference, will receive copies of all evaluation records and summaries and should feel free to disagree with any evaluation's comments and / or ratings.

Teachers should know and understand the criteria of the Evaluation Record by which they are evaluated. The procedure is cooperatively planned, carried out and implemented by teachers and administrators. The correction of deficiencies is a cooperative process. The principal is responsible for making suggestions for improvement. The resolution of the deficiencies is the responsibility of the teacher.

The evaluation process will follow the steps as outlined below:

- 1) Pre-visitation Conference - Prior to the administrator's first classroom visit, the teacher and the administrator will have a meeting during which they will discuss the areas of performance in which the teacher wishes to concentrate. They should also review the Evaluation Record and the evaluation process.
- 2) Classroom Visitation - The principal must visit the teacher's class at least twice each semester. The visit must be a minimum of thirty (30) minutes. The principal may be assisted by the assistant principal and / or others he or she may designate. During these visits, the administrator will use the Evaluation Record for recording comments and ratings.
- 3) Post-visitation Conferences - Following the first visit each semester, the principal and / or others will have an informal meeting with the teacher. The informal meeting must be requested by the teacher and will be scheduled at a mutually convenient time. The teacher may waive this informal conference. The fact that the teacher waived the informal conference will be noted. At these informal conferences a discussion of the principal's observations will be held.
- 4) The Teacher Evaluation Summary - The final teacher evaluation record shall serve as the basis for the Teacher Evaluation Summary. Following the subsequent visits each semester, a formal conference will be held not later than prior to the start of winter break and not later than April 10th. At these conferences, both the Evaluation Record and the Evaluation Summary will be discussed. The teacher and the principal may attach signed comments to the Evaluation Record and to the Evaluation Summary. The original of the Evaluation Summary will be placed in the

teacher's file at the office of the Board of Education.

OBSERVATION AND EVALUATION SCHEDULE

- 1) Teachers whose contracts are up for renewal - one visit per quarter and at least one conference per semester.
- 2) All other teachers - at least once every three (3) years.
- 3) Visits in addition to the above may be initiated by either a request of the teacher or by the principal.

DEFINITION OF EVALUATION CRITERIA

EXCELLENT	- indicates performance which is worthy of notice.
SATISFACTORY	- indicates performance which meets at least basic standards, but which is not outstanding.
CONDITIONAL	- indicates performance that is substandard. This rating is a warning that the areas of deficiencies so identified must be upgraded to acceptable not later than the end of the year following the year in which the rating was first received. If not so upgraded, the rating will be converted to unacceptable at the end of the year following the year in which the rating was first received. This rating should be viewed as a serious matter worthy of concerted effort on the part of the teacher.
UNACCEPTABLE	- indicates performance that is clearly unsatisfactory. An overall rating of unacceptable will result in a recommendation of non-renewal and / or possible termination.
N B J	- NO BASIS FOR JUDGMENT. Behavior or materials not observed by the evaluator.

DEFINITIONS OF TEACHER'S OVERALL RATING ON THE TEACHER EVALUATION SUMMARY

EXCELLENT RATINGS:

A teacher who has at least seven ratings of EXCELLENT and no unacceptable ratings will receive an overall rating of EXCELLENT.

SATISFACTORY RATING:

A teacher who has seven ratings of SATISFACTORY and no unacceptable ratings will be given an overall rating of SATISFACTORY. If no rating is lower than SATISFACTORY, then the rating must be at least SATISFACTORY.

CONDITIONAL RATINGS:

If a teacher receives a set of ratings which is not described as being in the overall EXCELLENT, SATISFACTORY or UNACCEPTABLE category, he or she will be given an overall rating of CONDITIONAL.

UNACCEPTABLE RATINGS:

If a teacher has more than three UNACCEPTABLE ratings among the ten rating categories, he or she will be given an overall rating of UNACCEPTABLE, and will be so notified personally and in writing by the principal.

TEACHER EVALUATION CRITERIA

I Classroom Management

Defined as the following:

- A. The teacher creates a room atmosphere appropriate to the instructional, emotional, and physical needs (seating, ventilation, etc.)
- B. The teacher maintains good order. Pupils show respect for the teacher and for each other. The students are interested, attentive and involved in the learning process.
- C. The teacher maintains reasonable control; handles routine discipline problems; is firm, consistent and friendly; and is self-confident in dealing with students.

II. Pupil - Teacher Relationships

Defined as the following:

- A. The teacher is consistently fair and impartial; praise is used generously and criticism is constructive; individual problems are dealt with privately; the confidence of the students is constantly maintained.
- B. The teacher sets an example of, and encourages, socially acceptable behavior (e.g., correct usage of speech and manner).

- C. The teacher recognizes and fosters each student's worth and dignity.

III. Professional Attitude and Conduct

Defined as the following:

- A. The teacher maintains a continuous program of professional development. (This may be attained through workshops, courses, publications, research or independent pursuits. Evidence of this may be obtained in a conference with the teacher.)
- B. The teacher observes professional ethics; works and cooperates with the entire staff; seeks, shares, and respects ideas of others; abstains from revealing confidential information regarding students and their families.
- C. The teacher abides by established administrative policies and procedures within department, school, and district as stipulated in school board policy, teachers' handbook, and other current written regulations.

IV. Preparation and Planning:

Defined as the following:

- A. The teacher prepares long-term plans for learning experiences from which daily plans develop.
- B. The teacher adapts plans to circumstances, uses contributions, and suggestions of students; develops new methods and materials to fit the changing curriculum.
- C. The teacher makes use of services provided by the building administrator and county office.

V. Knowledge of Subject Matter

Defined as the following:

- A. The teacher demonstrates a high degree of knowledge, understanding, and skill with respect to the subject(s) being taught.

VI. Public Relations

- A. The teacher communicates with parents regarding accomplishments as well as individual problems, when advisable or at parents' request.
- B. Makes self available and prepares for conferences.

VII. Techniques of Instruction

Defined as the following:

- A. The teacher emphasizes a sequential development of fundamental skills and stresses competency in their use.

- B. The teacher makes certain that assignments and directions are clearly understood and allows ample time for completion of tasks.
- C. The teacher uses learning aids, such as audio-visual equipment and materials that are available in an effective manner.
- D. The teacher involves students in active learning processes. (The following methods are illustrative of how this may be done: challenging, questioning, encouraging, guiding critical thinking, guiding conceptualization, providing laboratory experiences, and providing opportunities for practical application.)
- E. The teacher follows the Scope and sequence of the instructional program as it relates to his / her teaching assignment.

VIII. Pupil Adjustment

Defined as the following:

- A. The teacher solicits assistance from other possible sources when needed; principals, teachers, parents, and consultants.
- B. The teacher provides individualized instruction to meet individual needs.
- C. Develops an atmosphere of mutual respect and cooperation as evidenced by pupil-pupil, pupil-teacher interactions which are relaxed, good-natured and courteous.
- D. The teacher encourages students to exercise self-discipline.

IX. Pupil Evaluation

Defined as the following:

- A. The teacher objectively evaluates each pupil's academic and social progress.
- B. The teacher maintains records of pupil achievements.
- C. The teacher interprets test results in a professional manner and with concern for the dignity of the pupil.
- D. The teacher uses diagnostic and remedial procedures where appropriate.
- E. The teacher assigns grades in a manner consistent with school and department policy, in reference to number of test grades and other assignments.

X. Personal

Defined as the following:

- A. The teacher maintains acceptable personal appearance (recognized that individual differences are acceptable as long as they are not disruptive to the students' ability to learn.)
- B. The teacher maintains poise, voice control, and stability.

- C. The teacher demonstrates enthusiasm and vitality in the performance of duties.
- D. The teacher establishes a pattern of being dependable by being punctual, by maintaining accurate records, by attending required meetings, and by supplying instructions for substitutes.
- E. The teacher demonstrates friendliness, honesty, and sincerity in a desire to help.

TEACHER EVALUATION RECORD

TEACHER _____

CODE: E - Excellent

EVALUATOR _____

S - Satisfactory

C - Conditional

U - Unacceptable

DATE _____

NBJ - No Basis for Judgment

SCHOOL _____

GRADE / SUBJECT /
POSITION _____

The Evaluator shall provide a written comment and where necessary, suggestions for improvement about each of the following qualities for each observation visit.

PROFESSIONAL QUALITIES

EVALUATION

- I. **Classroom Management** - The teacher creates an appropriate atmosphere, maintains good order, and has control of students. _____

Comments / Suggestions:

- II. **Pupil - Teacher Relationships** - The teacher is fair and impartial, encourages socially acceptable behavior, and fosters the worth and dignity of students. _____

Comments / Suggestions:

- III. **Professional Attitude and Conduct** - The teacher maintains a program of professional development, observes professional ethics, and follows administrative policies and procedures. _____

Comments / Suggestions:

- IV. **Preparation and Planning** - The teacher prepares lesson plans, adapts plans to circumstances, and makes use of available instructional support services. _____

Comments / Suggestions:

- V. **Knowledge of Subject Matter** - The teacher demonstrates knowledge and understanding of the subject(s) taught. _____
Comments / Suggestions: _____

- VI. **Public Relations** - The teacher communicates with parents and is available for conferences. _____
Comments / Suggestions: _____

- VII. **Techniques of Instruction** - The teacher follows the Scope and Sequence of the instructional program, emphasizes student competency, uses appropriate learning aids, makes clear assignments, gives understandable directions, and involves students in the process of active learning. _____
Comments / Suggestions: _____

- VIII. **Pupil Adjustment** - The teacher provides individualized instruction, seeks professional assistance from others, develops mutual respect and cooperation among students, and encourages student self-discipline. _____
Comments / Suggestions: _____

- IX. **Pupil Evaluation** - The teacher objectively evaluates pupil progress, maintains records, interprets test results, uses diagnostic and remedial procedures, and assigns grades according to policy. _____
Comments / Suggestions: _____

- X. **Personal** - The teacher maintains acceptable personal appearance, demonstrates poise, enthusiasm, and dependability; and is friendly, honest and sincere. _____
Comments / Suggestions: _____

STATEMENT: The following signatures indicate that the teacher has received a copy of the Teacher Evaluation Record but not necessarily in agreement with the evaluation.

Teacher's Signature

Principal's Signature

TEACHER EVALUATION SUMMARY

	<u>Exc.</u>	<u>Satis.</u>	<u>Cond.</u>	<u>Unaccept</u>	<u>NBJ</u>
1. Classroom Management	_____	_____	_____	_____	_____
2. Pupil-Teacher Relationships	_____	_____	_____	_____	_____
3. Professional Attitude and Conduct	_____	_____	_____	_____	_____
4. Preparation and Planning	_____	_____	_____	_____	_____
5. Knowledge of Subject Matter	_____	_____	_____	_____	_____
6. Public Relations	_____	_____	_____	_____	_____
7. Techniques of Instruction	_____	_____	_____	_____	_____
8. Pupil Adjustment	_____	_____	_____	_____	_____
9. Pupil Evaluation	_____	_____	_____	_____	_____
10. Personal	_____	_____	_____	_____	_____
Teacher's Overall Rating	_____	_____	_____	_____	_____

SECTION A - Evaluator's Comments / Suggestions / Recommendations: _____

SECTION B - Teacher's Comments / Suggestions / Recommendations: _____

If more space is needed, use additional sheet.

STATEMENT: A formal conference was held on _____ with my principal. I acknowledge that each of the characteristics from the Evaluation Record listed above were discussed and that specific written suggestions were made for improvement. I understand my signature does not necessarily mean that I agree with the evaluation.

Date _____

Teacher's Signature

Date _____

Principal's Signature

ADDENDUM B - INSURANCE POLICIES

It was also agreed that your insurance policies were to be included into the Agreement by placing in this Addendum.

The following is an understanding reached at the table, and will not be added to the contract.

Travel, tuition reimbursement, grievance, supplemental completion, personal leave, professional leave, and sick leave forms will be included in the staff handbook provided by the board / administration to each staff member at the first workday each year. Copies of any changes in these contract related forms will be given to all staff within thirty (30) days.

The sick leave form will be changed to indicate the use of sick leave in $\frac{1}{4}$ day increments.

