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**MASTER CONTRACT**

**between the**

**PAINT VALLEY LOCAL  
TEACHERS' ASSOCIATION**

**and the**

**PAINT VALLEY LOCAL  
SCHOOL DISTRICT  
BOARD OF EDUCATION**

**July 1, 2010 through June 30, 2013**

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## **ARTICLE I AGREEMENT**

This agreement is the collective bargaining agreement between the Paint Valley Local School District Board of Education ("the Board") and the Paint Valley Local Teachers Association (the "Association").

## **ARTICLE II RECOGNITION AND BARGAINING PROCEDURES**

- 2.01    A.    The Board recognizes the Paint Valley Local Teachers Association as the sole and exclusive bargaining agent for the "bargaining unit" for the period beginning July 1, 2008 and ending June 30, 2010. The bargaining unit is composed of all certified classroom teachers and extra service personnel, whether under contract, or on leave, employed by the Board. The Superintendent, Assistant Superintendent, Principals and Assistant Principals are excluded from the unit.
- B.    Recognition of the Association as the exclusive representative of members of the bargaining unit shall be for the term of this written contract without challenge as provided for in Section 4117.04 (A) and 4117.05 (B) of the Ohio Revised Code. During the period of time from 90 to 120 calendar days prior to the expiration of this agreement, teachers, a group of teachers or any individual or employee organization acting on their behalf, may file a petition with the State Employment Relations Board with the support of 30% of the teachers alleging that the Association is no longer the representative of a majority of the teachers in the bargaining unit.
- C.    Nothing in this Agreement shall be construed to prohibit a unit member the right to form, join, assist, or participate in or refrain from forming, joining, assisting or participating in any employee organization of his/her own choosing.
- D.    The Board of Education is an equal opportunity employer and will continue to abide by all state and federal equal employment laws. Likewise, the Association will continue to abide by all state and federal equal employment laws.
- 2.02    Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it and/or the Superintendent by section 4117.08 (C) (1) (9) of the Ohio

Revised Code. The Board's and Superintendent's exercise of the foregoing management rights requires neither prior negotiation with nor agreement of the Association.

- 2.03
- A. Either party desiring to terminate, modify, or negotiate a successor collective bargaining Agreement shall serve written notice of that fact upon the other party. The initiating party must serve the notice no later than sixty (60) days prior to the expiration of the existing Agreement.
  - B. The initiating party will offer to bargain collectively with the other party of the purpose of modifying or terminating the existing Agreement, or negotiating a successor Agreement; and will notify the State Employment Relations Board (SERB) of the offer by serving upon SERB a copy of the written notice to the other party and a copy of the existing collective bargaining Agreement.
  - C. Within twenty (20) days of the request, or another mutually agreeable date, the parties shall meet and submit full proposals in writing for consideration. No additional items may be added in future meetings without mutual consent.
  - D. The collective bargaining representatives of each party shall consist of no more than five (5) individuals.
  - E. The duty to bargain between the Board and the Association shall be limited to all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining Agreement.
  - F. The Board and the Association, upon specific written request from the other, shall furnish information in existing form within a reasonable time from the request that reasonably may be expected to assist the requesting party in making a proposal, a counter proposal or a response to a proposal which is a legitimate subject of bargaining.
  - G. As discussion items receive tentative agreement, they shall be reduced to writing and initialed by each party. Until all discussion meetings are completed, prior to or during each meeting, there shall be a mutually agreed time, place and date for the next meeting.
  - H. The duty to bargain in good faith is defined by Section 4117.01 (E) of the Revised Code.
  - I. "Days" when used in this Article means Calendar days.

- 2.04 When tentative agreement is reached on the proposed complete contract, it shall be submitted to the Board of Education and Association for formal approval. Both parties agree to act on formal approval within ten (10) days of the conclusion of discussion. When the Board and the Association vote favorably on formal approval, such action shall become part of the official minutes of the Board and become a supplemental amendment.
- 2.05 In the event an agreement is not reached within sixty (60) days, through negotiations, after full consideration of proposals and counterproposals, either party may declare impasse on those issues yet unresolved. If impasse is declared, the parties will mutually request assistance from the Federal Mediation and Conciliation Service in the form of a mediator. The mediator shall act in such capacity until one or both parties decide otherwise, or until agreement is reached. This procedure is in lieu of provisions contained in Section 4117.14 of the Ohio Revised Code but does not waive the Association's right to proceed in accordance with the provisions of Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code.

### **ARTICLE III GRIEVANCE PROCEDURE**

- 3.01 The following definition and terms apply to this Article:
- A. The word "day" or "days" means scheduled teacher work days during the regular school year. During the summer and Christmas and Easter vacation, it shall mean week days.
  - B. A "grievance" is a claim that the Board or an administrator has violated, misinterpreted or misapplied a specific and express term of this written Agreement.
  - C. An individual grievance shall be initiated by the teacher so aggrieved.
  - D. A "group" grievance may be initiated by the Association on its own behalf, only with majority approval of the Association's executive committee. Each executive committee member shall sign the appropriate grievance form to indicate majority approval.
  - E. If the grievant fails to file a written grievance or to appeal a grievance to the next step by the stated deadlines, then the grievance shall be considered waived.

- F. If an administrator fails to hold a meeting or to respond to a grievance by the stated deadline, the grievant is automatically entitled to an appeal to the next step.
- G. A teacher may be accompanied at any stage of the grievance procedure by a representative of his or her choice. If the representative is an organizational representative, it shall only be from the Paint Valley Local Teachers Association (PVLTA).
- H. A teacher may present grievances and have them adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect as long as an Association representative has the opportunity to be present at any meeting (excluding Step One) at which the adjustment might occur. The Association representative may be present but shall not participate in the meeting at which the adjustment occurs unless requested by the teacher who filed the grievance.
- I. Resolution of a grievance as provided exclusively herein at any level shall apply only to the stated grievance.
- J. Nothing contained in this Article shall be construed as limiting the individual rights of a teacher who has a complaint or problem to discuss the matter informally with members of the administration.
- K. This procedure shall be the sole and exclusive method for resolving disputes under this Agreement.

3.02 The following procedure will be used in processing a grievance:

- A. **STEP ONE:** The grievant must first informally attempt to resolve the grievance by discussing it in a meeting with his or her building principal.
- B. **STEP TWO:** If the grievant is not satisfied with the informal attempt to resolve the grievance, the grievant must submit the grievance in writing on an appropriate grievance form to the building principal. The written grievance must state the name of the grievant, the specific condition or occurrence on which the grievance is based, the date or dates of the occurrence of the conduct of condition on which the grievance is based, the particular article and section of this agreement which the grievant claims has been violated, and the specific relief sought. In the case of a "group" grievance initiated by the Association, the written grievance must list the teachers claimed to be affected, or, if a grievance is claimed to affect all teachers, the written grievance must so state. A teacher not listed on the written group grievance may receive the benefit from the resolution of that grievance if he or she can establish during the procedure thereon

that he/she was affected by the claimed violation in the same manner as those teachers on the original list. The written grievance must be filed with the building principal within thirty (30) days from the occurrence of the conduct or condition on which the grievance is based. The building principal shall respond to the grievance in writing within five (5) days of its submission to him.

- C. **STEP THREE:** If the grievant is not satisfied with the building principal's disposition of the grievance, the grievant may appeal to the Superintendent by filing a written appeal of the grievance within five (5) days of the teacher's receipt of the Principal's response. The Superintendent shall hold a meeting with the teacher to discuss the grievance and its possible resolution within five (5) days of the submission of the notice of appeal. The Superintendent shall make his written response to the appeal within five (5) days of the meeting. A grievance which concerns a decision from the central office and which is not within the power of a building Principal to change may be submitted directly to the Superintendent at Step Three as the initial step. In such case the grievant must first informally attempt to resolve the grievance by discussing it in a meeting with the Superintendent.
- D. **STEP FOUR:** If the grievant is not satisfied with the Superintendent's disposition of the grievance, the grievant may file a written appeal of the grievance with the Treasurer within five (5) days of the Superintendent's response. At a regular or special meeting of the Board of Education within thirty (30) calendar days of the filing of the appeal to the Board, the Board of Education shall meet with the teacher in executive session for the teacher to explain his or her position and to argue in favor of a particular disposition of the grievance. Within ten (10) days of that meeting, the Board of Education shall send the teacher its written response to the grievance.
- E. **STEP FIVE:** If the grievant is not satisfied with the Board's disposition of the grievance, the grievant may, within five (5) days of receipt of the Board's written response under Step Four, make a written request to the Association that the grievance be submitted to arbitration. If the Association notifies the Board of its desire to arbitrate the grievance, the matter will be submitted to arbitration according to this paragraph. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association (AAA). Within five (5) days following receipt of the teacher's request for arbitration, the Superintendent or his/her designated representative and the teacher or his/her designated representative shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) names. A second list of seven (7) names may be requested by either party before the parties begin selecting an arbitrator by the alternative strike method. An arbitrator shall be

selected from the first or second list by the alternate strike method. Each party shall have three strikes. A toss of a coin shall determine who strikes first.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA. The arbitrator shall hold the necessary hearing as soon as possible. A hearing may not be scheduled during the regular school day unless the Board of Education consents to it. The decision shall be in writing and issued within thirty (30) days of the close of the hearing, after opportunity for post hearing briefs from both parties. A copy of the decision shall be sent to the grievant, the Superintendent, the Treasurer of the Board of Education and the Association. The decision shall be final and binding on all parties. The grievant and the Board shall divide the cost of the arbitrator equally.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining Agreement, nor add to, detract from or modify the language therein in arriving at his decision concerning any issue presented that is proper within the limitations expressed herein. Nor shall the arbitrator have any authority to rule contrary to the law of the State of Ohio. The arbitrator shall expressly confine himself/herself to the precise issue(s) strictly pertaining to the grievance submitted for arbitration. The Arbitrator is specifically prohibited from substituting the arbitrator's judgment for that of the evaluator. The Arbitrator may order reinstatement of a teacher only if the arbitrator finds that the nonrenewal of the teacher was clearly arbitrary, capricious and without factual basis. Any such reinstatement shall be for a limited contract which shall not exceed the number of years to which the teacher would have been entitled if renewed.

#### **ARTICLE IV EVALUATION PROCEDURE**

- 4.01 The Board and the Association agree that the "Formal Evaluation Staff Evaluation Program" (with forms attached) appended to this Agreement as "Appendix A," shall be the evaluation procedure used in this district for the term of this Agreement. Appendix A is incorporated herein by reference as if fully set forth in this Article.
  
- 4.02 The Athletic Directors and/or Principals shall fulfill the responsibility of the evaluation of coaches. "Appendix M" is incorporated herein by reference is fully set forth in this article.

**ARTICLE V  
ASSOCIATION RIGHTS**

- 5.01 Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before or after the teacher work day, during teachers' unpaid lunch hour, duty free recess time, planning and preparation periods, or such other times approved by the building principal; provided, however, that no such business shall be transacted on any class time, nor shall such Association business in any way interfere with scheduled student teacher, parent teacher, or administrator teacher conferences or other school functions or activities. Association/OEA/NEA representatives not employed in the school building must report to the building office, sign in and secure the approval of the principal or his/her designee. Approval shall not be unreasonably withheld if the visit conforms to this section.
- 5.02 The Association shall have the right to reasonable use of school facilities and equipment including typewriters, copy machines, duplicating equipment, calculating machines, audio visual equipment and telephones. The Board shall be reimbursed at its cost for any supplies consumed by the Association. The Association agrees to assume responsibility for damages to facilities and equipment resulting from such use. The Association agrees that telephones will be used within reason and all long distance calls charged to the school phones will be reported to the Building Principal. The Association shall reimburse the Board for such calls.
- 5.03 The Board shall provide a teacher bulletin board in every school building. The Association shall have the right to post notices of its activities and matters of Association concern on such bulletin boards.
- 5.04 The Association may use the internal mail system of the school and place Association communications, provided these communications are identified as Association communications, in the mail boxes provided each teacher in the system.
- 5.05 An Association representative shall be given time during all building meetings of the instructional staff to make routine Association announcements.
- 5.06 The Board will recognize a designated spokesperson of the PVLTA at public Board meetings not held in executive session for the purpose of addressing the Board relative to any items of concern on the agenda relating to the Association. Furthermore, the Board agrees to supply the Association an agenda at or about the time the agenda is supplied to the Board members. Any Board policy changes directly affecting teachers to be proposed in the upcoming meeting shall be set forth in the agenda.

5.07 Upon specific request, the Association shall be furnished, at cost and within a reasonable length of time, true copies of any public documents.

5.08 Fair Share Fee

The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Paint Valley Local Education Association, a fair share fee for the Union's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining.

**NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE:** Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Union, shall be transmitted by the Union to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Employer agrees to promptly transmit all amounts deducted to the Union.

**SCHEDULE OF FAIR SHARE FEE DEDUCTIONS:** Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of sixty (60) days employment in a bargaining unit position or January 15.

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

**PROCEDURE FOR REBATE:** The Union represents to the Employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

**ENTITLED TO REBATE:** Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.

**ARTICLE VI  
RESIDENCY OF TEACHERS**

- 6.01 The Board and the Association agree that no teacher employed by the Paint Valley Local School District shall be required to reside within the District's geographic lines.

**ARTICLE VII  
VOLUNTARY TRANSFER AND/OR REASSIGNMENT**

- 7.01 A. Notice of any permanent vacancy shall be posted on each faculty bulletin board for ten (10) working days after it occurs. Between August 20 and the first day of the school year no such posting or notification is required. However, during that period, the Superintendent shall poll the teaching staff who have applicable teaching certificates on file to determine if any teacher is interested in the position. A permanent vacancy is an opening in a certificated position by death, resignation, retirement, or the creation of a new position. A position opened because of a transfer to fill a permanent vacancy shall also be posted in accordance with this Article. "Transfer" means the movement of a teacher from one classroom building to another, a change in grade assignment, or a change in subject assignment. The Superintendent shall determine when a vacancy exists, whether it shall be filled and when it shall be filled.
- B. Teachers in the Paint Valley Local School District who have applied for a position open because of a permanent vacancy and are qualified and all other things being equal shall be assigned to the position by being the most senior in the district. A teacher must submit to the Superintendent a written request to be considered for the vacant position within the posting period in 7.01(A) in order to be considered.
- C. During Summer and Christmas vacation, notices of any permanent vacancy will be sent to all teachers in the district at the teacher's last mailing address on file in the Board office.
- D. Teachers shall, at the earliest date possible, give notice to the Superintendent of the date they intend to resign or retire.
- E. In acting on a request for a voluntary transfer, the Superintendent shall consider certification, job requirements and length of service in the Paint Valley Local Schools.

- F. When the Superintendent determines that instructional continuity must be maintained during the school year, then the position may be filled on a temporary basis and reposted at the end of the year.
- 7.02 A. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building must submit a written statement of such desire to the Superintendent.

### **ARTICLE VIII INVOLUNTARY TRANSFER**

- 8.01 The Superintendent may make such assignments, reassignments and transfers as are in his/her professional judgment necessary to maintain staff efficiency, pursuant to Article II, Section 2.02 of this Agreement.
- 8.02 Notice of involuntary transfer or reassignment will be given to teachers as soon as practicable and except in cases of emergency no later than July 30 of any school year. At his/her request, any teacher involuntarily transferred after July 10 shall be released from his/her contract by the Board of Education.
- 8.03 When an involuntary transfer or reassignment is necessary, the bargaining unit member with less seniority in the district in the licensed/certified area will be involuntarily transferred.
- 8.04 When an involuntary transfer or reassignment is to be made, the Superintendent will meet with the teacher involved at which time the teacher will be notified of the reason there for. The teacher may, at his/her option, have a representative of the Association present at such meeting.
- 8.05 Consistent with Section 8.01 above and providing there is no conflict with Section 7.01 of this agreement, no position will be filled by means of an involuntary transfer or reassignment if there is an available volunteer qualified, as determined by the Superintendent and the Board, to fill said position.

**ARTICLE IX  
CONTRACTS**

- 9.01 A. Regular limited contracts shall be offered in the following manner:
1. Upon initial employment, a one year contract shall be issued by the Board.
  2. The second (2nd) and third (3rd) contracts issued by the Board shall be for one (1) year.
  3. The fourth (4th) contract issued by the Board shall be for three (3) years.
  4. The fifth (5th) contract and thereafter issued by the board shall be for five (5) years.
- B. Limited contracts shall expire on June 30 of the last school year in the term of the contract. Notwithstanding the provisions of Section 9.01(A), a limited contract shall automatically be deemed renewed for one school year unless the Board of Education on or before April 30 of the school year in which the limited contract is to expire:
1. Adopts a resolution in public session of its intention not to renew the employment of that teacher;
  2. Complies with the non-renewal provisions set forth in Article X, Termination and Non-renewal; and
  3. Mails a written notice of the non-renewal by certified mail, return receipt requested, to the teacher at the address appearing for that teacher on the Treasurer's records. It is the responsibility of each teacher to keep a current address on file with the Treasurer and to make any necessary changes therein, or
  4. Issues a contract pursuant to section 9.01(A) of this Article.
- 9.02 A. A continuing contract remains in effect until the teacher retires, resigns, or is terminated pursuant to Article X, Section 10.01, of this Agreement.
- B. When a teacher becomes eligible for a continuing contract, he/she shall apply for a continuing contract on the appropriate form supplied by the Superintendent by the first day of month in which he/she desires consideration at the regular meeting of the Board. If a teacher files an application after the first day of the month, it shall be considered at the

regular Board meeting for the next following month. The application shall state the number of years the teacher has worked as a teacher for the Board of Education or any other school chartered by the Ohio Department of Education and must specify each teaching certificate issued to that teacher by the Ohio Department of Education which is then valid or which is to become valid prior to the next school year. The teacher must indicate the date he/she submitted the application to the Superintendent.

- C. Upon receipt of the application, the Superintendent shall meet with the teacher to check the records to determine the teacher's eligibility for a continuing contract, in accordance with Ohio Revised Code Section 3319.11.

If eligible pursuant to that Section, and if the teacher has had successful evaluations and has not engaged in conduct that would constitute a reason for non-renewal under Article X, Section 10.02B, the Superintendent shall recommend to the Board that it enter into a continuing contract with the teacher at the regular Board meeting provided under Section 9.02(B) of this Article regardless of the teacher's current limited contract status. If the teacher's evaluations are not successful or if the grounds for non-renewal exist, the Superintendent need not recommend a continuing contract and the teacher shall then be considered for a limited contract at the time and in the manner prescribed by Ohio Revised Code Section 3319.11.

- 9.03 A. Teachers may resign and be released from their current contract if written notice is received by the Board of Education no later than July 10, of a school year.
- B. Teachers are sometimes offered positions in other school systems, after July 10, of a school year, which may provide professional advancement and may cause a teacher to ask to be released from a contract. The Board of Education's first obligation is to the children in the school. If suitable replacement can be found and the Board determines that the education program of the school will not be impaired, the teacher may be released from the obligation of a contract.

## **ARTICLE X TERMINATION AND NON RENEWAL**

- 10.01 Termination of a teacher's limited or continuing contract during the term thereof shall be governed by the provisions of Ohio Revised Code Section 3319.16 and related statutory law.

10.02 A. Professional Improvement

1. By March 1 of a school year, it appears that a teacher's negative teaching performance is unsatisfactory to the extent that if the situation were to continue uncorrected, non-renewal would be in order, then the teacher's Principal is responsible for submitting a written report concerning the teacher to the Superintendent of Schools by that date. The report shall include a statement of what has been done to help the teacher, what the teacher has done to eliminate alleged deficiencies and copies of all evaluations performed according to the Evaluation Procedure, Article IV. The teacher shall be permitted to attach a statement containing comments of his/her choosing to the report. A copy shall be given to the teacher by March 1.
2. No later than March 31, the Principal shall make a second report to the Superintendent and the teacher of the same type described in paragraph 1. The report shall be made for all teachers whose performance was previously identified as unsatisfactory under paragraph 1. The same type of report shall be issued concerning any teacher whose performance has become unsatisfactory since March 1 or whose conduct would justify nonrenewal under paragraph (B) of this section.
3. If by April 15 of the school year in which a teacher's limited contract is expiring, the Superintendent is considering a recommendation to the Board that the teacher's contract be non-renewed. The Superintendent shall notify the teacher in writing by April 15 of that year that the Superintendent is considering said non-renewal.

The notification shall set forth the reason(s) the recommendation of non-renewal is being considered.

4. Except for cases of gross immorality, and other similar serious willful misconduct, only teachers who have been issued written reports by March 1 of a school year in accordance with Article 10.02(A) (1) shall be considered for non-renewal for that year.

B. Reasons for Non-renewal

The Superintendent may recommend nonrenewal of, and the board may non-renew, a teacher's contract for just cause.

C. Procedure for Non-renewal

1. If the Board of Education takes action to non-renew a teacher's contract:
  - a. The Board shall hold a hearing with the teacher in executive or open session, at the option of the teacher, within ten (10) days of the notification of nonrenewal or within a mutually acceptable number of days of said notification.
  - b. The Superintendent, principal and teacher shall be present at the meeting along with an Association representative or other Representative of the Teacher's choosing.
  - c. Legal Counsel for the Board and the Association may be present for the purpose of procedural advice.

D. Exclusions

The procedures set forth in this Article do not apply to extended service contracts and supplemental contracts.

**ARTICLE XI  
SICK LEAVE**

- 11.01 A. Teachers under regular teaching contracts shall earn one and one quarter (1 1/4) sick leave days for each completed month of service during their contract year. The sick leave day earned in a particular month shall be available for use in accordance with this Article on the first day of the month after it is earned. The Board of Education may advance sick leave days upon written request from a teacher, such days subsequently to be deducted from days earned through future teaching service.
- B. Sick leave may be used only for absence due to the teacher's personal illness, injury, or pregnancy, or the illness of his/her spouse, minor child, or a person residing in the teacher's household. Use of sick leave is also permitted because of a death or serious illness in the teacher's immediate family (spouse, child, stepchild, brother, sister, mother, father, in laws, grandparents, aunts, uncles or any person who has assumed a similar position, regardless of residence). If a teacher reasonably expects to be absent for more than five consecutive work days using sick leave permitted under this Article s/he shall notify the Superintendent in writing before the absence. It is understood that unforeseen circumstances may make it

impossible for the teacher to know if s/he will need to use five (5) days or more of sick leave at any one time. Up to three (3) days of absence for death shall not count against the employee's attendance incentive.

- 11.02 Part time intermittent, per day, certified teachers shall be entitled to sick leave for the time actually worked at the same rate as that granted the full time employees.
- 11.03 A teacher may accumulate an unlimited number of sick leave days. Teachers who have accumulated sick leave days prior to the effective date of this Agreement may use such days in accordance with the terms of this Article.
- 11.04 Employees who transfer within one year from another Ohio public school district or agency shall be permitted to transfer the unused balance of their accumulated sick leave up to the maximum accumulation permitted under this Article. Such employees must provide an official statement from the last place of employment stating the number of unused days of sick leave.
- 11.05 Each employee will receive a statement of his or her sick leave status as of September 1st of each school year.
- 11.06 At the first teachers' meeting of each year, each building Principal will explain the proper procedure to notify the administration of intended use of sick leave. Teachers should notify the designated administrator of his/her use of sick leave at least one hour before the beginning of the school day and earlier if possible.
- 11.07 In all cases, upon returning from sick leave, the teacher will complete the sick leave form set forth in Appendix B to this Agreement.
- 11.08 Full salary will be paid each teacher while on sick leave permitted under this Article, and the Board of Education will pay for any substitute teacher who may be employed.
- 11.09 A teacher's accumulated sick leave will not continue to accrue in the Paint Valley Local School District as of the effective date of the teacher's resignation, nonrenewal, or termination. Provided, however, that severance pay for retirement shall be paid in accordance with Article XXVII. Sick leave will not be used to extend personal leave.
- 11.10 Notice of accumulated and unused sick leave, at the request of a departing teacher, shall be mailed to other school districts.

**ARTICLE XII  
ASSAULT LEAVE**

- 12.01 The Board of Education shall grant up to twenty days of paid leave to a member of the bargaining unit who is absent due to disability resulting from an assault (as defined in the Ohio Revised Code) which occurs in the course of his or her Board employment. Such employee shall provide a physician's statement as to the nature of the disability and the need for the leave.

**ARTICLE XIII  
ASSOCIATION LEAVE**

- 13.01 A maximum of eight (8) total scheduled work days per school year shall be granted to the Association.
- 13.02 Written Application for Association leave shall be submitted to the Superintendent at least three (3) school days in advance of the day for which release time is requested. Such written Application shall include the name(s) of the Association Representative(s), date(s) leave is requested, and the place and function for which leave is requested. No more than three (3) members shall be on Association Leave on the same day. The Superintendent may waive this requirement in an emergency.
- 13.03 Teachers on Association leave shall be paid at full salary. The Board will compensate any substitute who may replace that teacher in the regular performance of that teacher's duties.
- 13.04 Additional days of Association Leave may be granted at the sole discretion of the Superintendent.

**ARTICLE XIV  
CHILD CARE LEAVE**

- 14.01 Any teacher with the Paint Valley Local School District who is expecting a child or who is adopting a child 6 years of age or less shall be granted a leave of absence without pay upon application. Such leave shall be no longer than one academic school year.

14.02 Applications for Child Care Leave shall be in writing, and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody; the date on which the leave of absence is to commence and the date the teacher anticipates return to service. Such application shall be submitted to the Superintendent at least thirty (30) days before the desired effective date. This requirement may be waived by the Superintendent in an emergency. A bargaining unit member shall inform the Superintendent in writing of the member's intention to return to duty at least ninety (90) days before the expiration of a leave of a semester or longer, and twenty (20) days before the expiration of a leave of at least nine (9) weeks, but less than a semester.

14.03 Upon return from approved Child Care Leave at the time set forth in the application for leave, the teacher shall be entitled to reinstatement to either the position or a similar position consistent with certification.

#### 14.04 Family Medical Leave

##### A. Eligibility

1. An eligible teacher may take up to twelve (12) consecutive work weeks of unpaid leave ("FMLA Leave") in any school year (July 1 to June 30) for one or more of the following circumstances:
  - a. the birth of a teacher's child and to care for the child;
  - b. the placement of a child with a teacher for adoption or foster care;
  - c. to care for the spouse, child, or parent of a teacher when that family member has a serious health condition;
  - d. the teacher's inability to perform the functions of the position because of a teacher's own serious health condition.
2. To be eligible for FMLA Leave, teachers must:
  - a. have been working for the Board for at least 12 months before the leave request (these do not need to be consecutive months); and
  - b. have worked at least 1,250 hours during the last twelve (12) months.
3. In cases in which the Board employs both the husband and wife, the total amount of FMLA Leave is twelve (12) weeks for the couple for the birth or placement of a child.
4. This Article does not limit or enlarge entitlement to a paid or unpaid leave for which a teacher is otherwise eligible under this agreement. However, consistent with paragraph c, if a teacher is entitled to and

takes paid sick leave for any of the circumstances set forth in (a) (1)-(4) above, one-half (1/2) of the leave will be treated as and counted against FMLA Leave available under this Article and the teacher must comply with the requirements of this Article.

**B. Notice**

1. The teacher shall provide the superintendent with no less than thirty (30) days prior written notice to take leave for the birth or placement of a child when the teacher's need for leave is foreseeable. If the teacher's need for leave is not foreseeable, written notice must be provided as far in advance as possible. Entitlement to leave for the birth or placement of a child expires twelve (12) months after the date of birth or placement.
2. Whenever the leave is necessitated by the serious health condition of the teacher or her/his family member and is foreseeable based upon planned medical treatment, the teacher shall provide the Superintendent with no less than thirty (30) days prior written certification issued by a health care provider to support her/his request for leave. If a teacher requires intermittent leave as set forth below, the teacher shall provide the Superintendent with no less than thirty (30) days prior written certification. If there is insufficient time to provide such notice because of the need for treatment, the teacher shall provide notice as early as possible.

**C. Intermittent Leave and Reduced-Work Schedule**

1. When medically necessary, a teacher may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse, child, or parent who has a serious health condition, or if the teacher has a serious health condition. The teacher shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
2. If any other teacher requests intermittent leave or a reduced-work schedule to care for the serious health condition of a family member or for the teacher's own serious health condition, and the need for leave is foreseeable based on planned medical treatment, the Board may, in its discretion, temporarily transfer the teacher to an available alternate position with equivalent pay and benefits if:
  - a. the teacher is qualified for the position and
  - b. the position better accommodates recurring periods of leave.

**D. Leave Near End of Semester**

1. If a teacher begins any FMLA Leave more than five weeks prior to the end of a semester, the Board may require the teacher to continue taking leave until the end of the semester if:
  - a. the leave is of at least three (3) weeks duration and
  - b. the return to employment would occur during the three week period before the end of the semester.
  
2. If a teacher begins FMLA Leave for purposes of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences five weeks prior to the end of the semester, the Board may required the teacher to continue taking FMLA Leave until the end of the semester, if:
  - a. the FMLA Leave is of greater than two weeks duration and
  - b. the return to employment would occur during the two-week period before the end of the semester.
  
3. If a teacher begins FMLA Leave because of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences three (3) weeks prior to the end of the semester and the duration of the leave is greater than five (5) working days, the Board may require the teacher to continue to take leave until the end of the semester.

**E. Medical Opinion**

The Board retains the right, at its own expense, to require the teacher to obtain the opinion of a second health care provider designated or approved by the Board. If the second opinion is in conflict with the first, the Board may require, at the Board's expense, that the teacher obtain the opinion of a third health care provider who shall be mutually agreed upon by the teacher and the Board. The third health care provider's opinion shall be final and binding regarding eligibility for an FMLA Leave.

**F. Benefits**

The Board shall maintain coverage under the group health plan for the duration of the FMLA Leave at the level and under the conditions that would have been provided if the teacher had continued to work and not taken leave. Payment of the teacher's required contribution toward the premium must be made by the first day of each month. The teacher shall not accrue seniority, sick, vacation or personal leaves, or any other employment benefits during the leave period.

**G. Return to Work**

- 1. When a teacher is medically able to return to work after a serious health condition, she/he shall provide the Board with a statement from her/his health care provider that the teacher is able to resume the job functions of her/his position.**
- 2. At the end of an FMLA Leave, the Board shall restore a teacher to employment within a reasonable time according to the conditions set forth in Section 4. No teacher shall be entitled to any greater rights, benefits or employment beyond that to which the employee would have been entitled had the teacher not taken FMLA Leave.**
- 3. Should a teacher not return to work at the end of the FMLA Leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave or for circumstances beyond the teacher's control, the teacher shall reimburse the Board for the health insurance premiums paid by the Board during the FMLA Leave period. A teacher shall be required to support her/his claim of inability to return to work because of the continuation, reoccurrence, or onset of the serious health condition. Certification from the teacher's health care provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return.**

**H. Construction**

**Any ambiguities in this Article shall be construed to provide the basic coverage required by the Family and Medical Leave Act. All terms which are not defined in this Article shall be the same meaning as those terms are defined in the Family and Medical Leave Act. The Board will comply with any amendment to the Family and Medical Leave Act and notify the Association of any such changes.**

- I. Instead of taking family leave, a teacher may opt to take other forms of unpaid leave under this Article if eligible for the particular type of leave. However, a teacher is not eligible to take unpaid leave under Sections 14.01-14.03 (Child Care Leave) if, during the preceding twelve (12) months, the teacher has taken family leave.**

**ARTICLE XV  
PROFESSIONAL MEETINGS**

- 15.01 A teacher may apply on forms approved by the Board for professional leave. Professional leave shall be granted only for workshops, in service, seminars and coaching clinics, directly related to the teacher's educational or extracurricular duties. The Superintendent shall determine whether a specific leave request falls within these parameters. All such requests are subject to the availability of sufficient funds as determined by the Board.
- 15.02 Teachers who are granted professional leave shall receive their regular pay and may be reimbursed for their expenses up to the following limits:
- a) Lodging per day (maximum - 3 nights) \$150.00 per room, single or double occupancy (Room should be shared if possible/appropriate)
  - b) Registration \$200.00
  - c) Meals \$25.00 per day (maximum 3 days)
  - d) Mileage IRS rate

In order to be reimbursed, a teacher must present receipts and a mileage statement (with odometer readings) to the Treasurer. Teachers must substantiate all expenditures with receipts. Separate itemized receipts for each meal must include:

1. Name of Business
2. Date
3. Number in Party
4. Amount expended for meals
5. Itemized

Receipts must be verified by the treasurer's office and reimbursement granted if in compliance with above requirements. Each teacher may be eligible for two days of non accumulated professional leave per school year. Additional days may be granted at the discretion of the administration however, preference for additional days may be given to individuals not having previously attended meetings when duplicate applications are received or when funding limits the number of days available. Reasons for such leave shall be: classroom visitation and/or attendance at professional meetings, related to the teacher's area of responsibility.

- 15.03 All professional leave must receive prior approval from the Superintendent. When professional leave involves the requested payment by the Board of a registration fee, the teacher's request for leave will be presented at a Board meeting prior to the date of the professional leave. A denial of a request for professional leave may be appealed to the Board.
- 15.04 Any limits or requirements imposed by this article may be waived by the Superintendent and the Board on an emergency basis.

## **ARTICLE XVI PERSONAL/EMERGENCY LEAVE**

- 16.01 All teachers shall be granted four (4) days of personal/emergency leave with pay per year. These days cannot be accumulated. Teachers may use leave in half day segments. Request for personal leave shall be made seventy-two (72) hours in advance to the building principal. Emergency leave, which shall be determined at the discretion of the building principal and/or the superintendent, shall be submitted with reasons as soon as possible.
- 16.02 Personal leave may be used for any reason that need not be disclosed, but shall not be used on the day preceding or following a school holiday, vacation, any school calendar non-scheduled day of work falling on a Monday or Friday or during the first or the last ten working days of the school calendar except for leave as specified in Article 16.03. No more than four (4) teachers K-5, two (2) teachers 6-8 and two (2) teachers 9-12 shall be on personal leave at one time. Any board adopted calendar change will not invalidate personal leave approved prior to calendar change.
- 16.03 The use of approved emergency leave, with reasons, as determined by the Superintendent, shall not be under the limitations of 16.02. Approved emergency leave shall be defined as an unforeseen combination of circumstances that calls for immediate action that cannot be handled other than during the specified school hours.
- 16.04 If an individual is approved for and uses more than the allotted four (4) days of paid personal/emergency leave in any year, that leave shall be unpaid. Any unused personal leave will be automatically rolled over into sick leave by August 30th.

**ARTICLE XVII  
LUNCH PERIOD**

- 17.01 Each teacher shall be scheduled for a thirty minute uninterrupted duty free lunch period. A full time regular classroom teacher that is not so scheduled, because of emergencies, impossibility or other factors, shall have his or her work day reduced pro rata. Such lunch periods shall not be cause for lengthening the school day.

**ARTICLE XVIII  
LENGTH OF SCHOOL DAY**

- 18.01 The onsite workday for full time teachers shall be seven and one quarter (7 1/4) hours per day.

- 18.02 Teachers who perform bus supervision duties at the elementary buildings beyond the school day shall be paid a stipend of \$150.00 per semester. Six (6) teachers for K-5 and two (2) teachers grades 6-8 shall perform these duties per semester.

Teachers who perform parking lot supervision at P.V.H.S. shall receive \$125 per semester for the A.M. parking lot duty and \$125 per semester for the P.M. parking lot duty.

Posting will be made in August prior to the opening of school. If there are no volunteers, teachers shall be assigned at the discretion of the building principal.

- 18.03 There shall be a two (2) hour early dismissal on days before holiday recesses, summer vacation, or RPAS Data Entry days.

**ARTICLE XIX  
PLANNING AND PREPARATION TIME**

- 19.01 The term "planning and preparation time" as used in this Article means all non-instructional time during the regular teacher workday, excluding any lunch period pursuant to Article XVII and recess time, where applicable. The purpose of such planning and preparation time is instructional planning, evaluation and conferences. No teacher in grades 6-12 will be required to assume more than five different subject preparations per semester.

- 19.02 Each full time certified teacher, grades 6-12, shall be given a minimum of forty-five (45) minutes per day or two-hundred twenty-five (225) minutes per week planning and preparation time.

Each fulltime certified teacher, K-5, shall be given a minimum of two-hundred twenty-five (225) minutes per week planning and preparation time.

## **ARTICLE XX PERSONNEL FILE**

- 20.01 The Board shall maintain one official personnel file for each teacher. The contents of said file shall include those documents required by the State Department of Education. Access to a teacher's file shall be limited to the teacher and his/her local administrators.
- 20.02 Anonymous letters or materials shall not be placed in teacher's files, nor shall they be made a matter of record. Each teacher shall have the right to inspect the contents of his or her personnel file upon reasonable notice to the administrator. This is to be done in the office of the Superintendent. A teacher shall be entitled to copy at his/her expense any material in his/her file. A person of the teacher's choice, who may be an Association representative, may accompany the said member in such a review.
- 20.03 If any teacher disputes the accuracy, timeliness, relevance or completeness of documents in his/her file, he or she may request in writing, in accordance with Ohio Revised Code Section 1347.09, that the Board investigate the current status of the information. The Board will make a reasonable investigation to determine the accuracy, timeliness, relevance and completeness of the file, and will notify the teacher of the results of the investigation and any plans it has to take action with respect to the disputed information. The teacher may submit a statement to be attached to the disputed documents.
- 20.04 If the Board does not follow the procedure set forth in Section 20.03, the teacher may file a grievance. If the grievance or any aspect of the grievance concerns the substance of evaluations conducted pursuant to Article IV, the grievance may not be taken to arbitration. If the grievance or any aspect of the grievance concerns the exercise of professional judgment, the item may only be expunged if the judgment was clearly arbitrary, capricious and without factual basis. The arbitrator may order removal of the out of date or untimely, and/or incomplete, subject to the provisions of Article III, Grievance Procedure.

## 20.05 COMPLAINT PROCEDURE

- A. The administration may commence an investigation as to the authenticity of any information related to a complaint from a member of the general public. No such complaint will be placed in any personnel file of a certified member unless:
1. A conference was held including the complainant, the certified staff member, and the principal or immediate supervisor of the certified staff member.
  2. The findings and resolution, if any, of the aforementioned conference have been reduced to writing by the principal or the immediate supervisor and initialed by the certified staff member. Such initialing shall not be construed as agreeing with the document, but only that the certified staff member received a copy of the document.
  3. In the event a record of the conference held between the complainant, staff member and immediate supervisor is filed in the staff member's personnel file, the certified staff member shall be notified in writing and be given an opportunity to write a rebuttal to such record for placement in the personnel file. Such rebuttal must be filed within twenty (20) working days from the date notice is given to the staff member.
- B. Complaints will be advanced through the administration with attempts of resolution at the lowest possible level. No complaint regarding a teacher will be considered by the Board unless the procedure outlined above has been followed. Should the complaint not be resolved at the conclusion of the administrative complaint procedure and the complainant desires Board consideration of the complaint, then the following procedure shall be implemented:
1. Complainant shall notify the Superintendent in writing of his/her request for Board consideration of the complaint at the next regular Board meeting.
  2. Notice of the Board consideration of the complaint will be given to the teacher involved by means of registered mail at least five (5) working days prior to the board meeting. Notice will be mailed to the last registered address of the teacher filed with the Board.
  3. The complaint shall be heard by the Board in executive session. The teacher will be allowed to attend the executive session and will be allowed to have two (2) representatives accompany him/her to the meeting.

4. The teacher may invite witnesses to the meeting, to provide information relative to the complaint. Such witnesses will be excused from the meeting once their testimony has been given.
  5. The Board may excuse all interested parties from the executive session for *private consideration of the matter*.
  6. Resolution by Board action will become a part of the teacher's file, and the teacher shall receive a copy of the action. The teacher may attach an opinion or statement to the filed complaint within twenty (20) working days of the teacher's receipt of the Board action.
- C. A certified staff member is entitled to representation at all levels of this procedure.

#### **ARTICLE XXI STAFF IN-SERVICE COMMITTEE**

- 21.01 The Administrator and the Association shall form a committee to implement all in-service programs not required by state or federal mandates. Programs shall be *limited to professional improvement*. Such *in-service meetings shall not exceed a total of two (2) hours per year outside the regular school day*.
- 21.02 Attendance at In-Service meetings will be required for all certified staff members. Staff members who have supplemental responsibilities after school shall cancel such activities or postpone them until a later time.
- 21.03 Once the yearly schedule of In-Service program(s) has been finalized, it will be the responsibility of the committee to issue a schedule of programs indicating time, date and place to all staff members.

#### **ARTICLE XXII CURRICULUM COMMITTEES**

- 22.01 The Board and the Association agree to set up curriculum committees for the areas of Math, Reading, English and Spelling, Social Studies, Science and Special Education. At least two of these areas will be studied per year. The function of such committees shall be to review and recommend textbooks and to make recommendations to the county curriculum committees concerning the

maintenance and upgrading of the curriculum and articulation between grade levels. Such committees shall be chaired by a building principal. The committees shall be organized on a grade level basis: K-2, 3-5, 6-8 and 9-12. The building principal shall appoint the members of the committee. Members besides the building principal shall include one teacher from each elementary building for designated level and subject, and those teachers assigned to those subject areas in the junior and senior high levels. Any teacher so desiring to serve on a curriculum committee shall have the opportunity to do so.

### **ARTICLE XXIII CLASSROOM BUDGET; INSTRUCTIONAL MATERIALS**

23.01 At the beginning of each school year each building principal shall make available to all teachers, the amount of money available for the purchase of reasonable incidental supplies for use in that teacher's classroom, which shall be known as their "activity account." The "activity account" is funded solely through the Public School Support Funds.

23.02 Teachers may purchase materials up to the credited amount with the advance approval of their principal, after submission of a purchase order to the principal.

23.03 A Faculty Workroom, for faculty only and in which students are not allowed, will be provided in each school building. The following equipment and supplies will be available at each building and will be maintained and kept in good repair and shall be for the use of staff or authorized volunteers doing classroom school work:

- |                   |                                  |
|-------------------|----------------------------------|
| 1) Phone          | 7) Refrigerator                  |
| 2) Bulletin Board | 8) Laminator                     |
| 3) Tables         | 9) Copier                        |
| 4) Chairs         | 10) Computer networked to copier |
| 5) Pop Machine    | 11) Microwave                    |
| 6) Sink           | 12) TV                           |

There shall be one more faculty room added for the high school beginning with the 2009-2010 school year that will be equipped with a computer that is networked with the copier and a phone.

23.04 Each bargaining unit member will be provided keys that will enable him/her to enter his/her building(s), classroom(s), and lounge.

**ARTICLE XXIV  
SUBSTITUTION BY TEACHERS**

- 24.01 The Board of Education recognizes that upon occasion a teacher may be required to waive his/her planning and preparation periods to assume the responsibility of teaching or supervising students of another teacher in lieu of a substitute teacher or monitor. A teacher may also be required to take charge of a group of students in addition to his/her regular assignment in lieu of a substitute teacher or monitor.
- 24.02 Such service shall be required by the principal after reasonable effort has been made to obtain a substitute. Such requested assistance shall be made on a rotating basis throughout the staff related to availability.
- 24.03 Payment for such required service shall be made to the teacher at the computed hourly rate of substitute teachers for the hours actually spent in the performance of substitution duties.
- 24.04 It shall be the responsibility of the teacher member to report such service for payment on the proper form to the Board of Education offices by the first of the month following said service.

**ARTICLE XXV  
ACADEMIC STIPEND**

- 25.01 The Paint Valley Local Board of Education agrees to provide an academic stipend for any certified teacher at the rate of up to Two Hundred Twenty-Five dollars (\$225) per semester hour and up to One Hundred Fifty Dollars (\$150) per quarter hour with the maximum payable amount being nine (9) semester hours or twelve (12) quarter hours per school year.
- 25.02 Courses must be approved in advance by the Superintendent.
- 25.03 Courses shall be in field of education.
- 25.04 Application for payment with a receipt of tuition payment and official transcript from the academic institution shall be made after successful completion of the courses (s) to the treasurer in September of each year.
- 25.05 Payment will only be made if teacher is in the employment of the Paint Valley Local School District at the time of application is made for payment in September of the succeeding school year.

- 25.06 The Board will annually appropriate Twenty-Five Thousand Dollars (\$25,000).
- 25.07 The amount of \$225.00 per semester hour and \$150.00 per quarter hour will be paid each September unless the Twenty Thousand Dollars is not sufficient to cover all the hours taken by the teachers. When this occurs, the total number of all hours will be converted to semester hours (up to 9) for all teachers and divided into the appropriate amount to obtain a new rate per hour. This rate will then be multiplied by the number of hours each teacher qualifies for and they will be reimbursed accordingly.

#### **ARTICLE XXVI PROFESSIONAL DUES**

- 26.01 The Board and the Association agree that members of the instructional staff shall be granted payroll deductions for monthly payments of professional dues. All teachers who are employed at the beginning of the year must submit requests for professional dues payroll deductions on or before the Monday preceding the second pay period in September of each school year. Such professional dues deductions shall be made in the amounts indicated by the teacher on the voluntary payroll deductions form provided by the Treasurer's office, beginning with the last pay period in September and continuing with each pay period for ten (10) months.
- 26.02 The Professional Dues Payroll Deduction Schedule Form shall be provided to the Association's President by the Board's Treasurer on or before the teacher's first day of school each year

#### **ARTICLE XXVII RETIREMENT PAY**

- 27.01 A teacher may elect, at the time of acceptance for retirement by the State Teachers' Retirement System (STRS), to receive severance pay if the teacher's date of retirement is within ninety (90) days of the teacher's last day of service with the District.
- 27.02 Each teacher who qualifies under this Article shall receive an amount determined by multiplying the daily rate of the teacher's pay at time of retirement by thirty percent (30%) of accumulated sick leave, not to exceed sixty (60) days,

thirty percent (30%) of 200 days. Payment under this provision shall eliminate all sick leave credit. No teacher shall receive more than one payment.

27.03 Teacher may choose to receive payment within 120 days.

## **ARTICLE XXVIII REGULAR TEACHING CONTRACTS; REGULAR SALARY SCHEDULE**

- 28.01 Full time teachers shall receive an annual salary as indicated on the attached salary schedule (28.06). Teachers shall be placed on the salary schedule in accordance with the provisions of this Article. The annual salary shall represent compensation for the teacher's regular duties for a total of 183 work days in a school year. The teacher's "per diem" rate shall be the teacher's annual salary divided by 183 work days.
- 28.02 The salary schedule shall be based upon the training and experience of teachers. Full experience credit shall be given for teaching experience, in accordance with the Paint Valley Salary Schedule, only if the experience is in state supported public school systems or private and church supported schools that are certified by a State Department of Education. Credit for teaching experience abroad (overseas) will not be granted unless it is an extension of or sanctioned by a state department of education. Credit may be granted for other teacher experience, if the employee can show written evidence that such experience is equivalent to teaching experience for which credit is given in accordance with this section (28.02). One hundred fifty (150) semester hours shall be the minimum for five years training. It is the teacher's responsibility to maintain a record of experience and a complete transcript of credits in the local office. Teachers without previous experience under this section shall be placed on the first step of the appropriate column when they are employed by the Board of Education as a regular full or part time teacher.
- 28.03 Part time teachers employed under a regular teaching contract shall be placed on the salary schedule in accordance with this Article, but shall receive a pro rata annual salary based upon the proportion of the number of hours for which they are scheduled to work a day as they relate to the number of hours a full time regular teacher is scheduled to work daily.
- 28.04 A. In accordance with regulations and procedures established by the treasurer, teachers shall be paid in twenty-six equal installments for each of their new contract years. The twenty-six pays shall be in as equal amounts as possible, meaning that one pay-check may need to be rounded in order that the teacher's exact contract amount be paid over the twenty-six pay periods.

When payday (Friday) falls on a holiday observed by the Treasurer's office, payday will be the last working day for the Treasurer's office prior to said holiday. When a payday falls during a vacation period, the payday will be changed to the last working day before that vacation period except for summer vacation. Normal paydays will be observed during summer vacation except when the payday falls on holiday, then this section applies.

In no event shall there be more than twenty-six pays during any twelve (12) month period. A three-week pay period may be necessary periodically (approximately every seventh year) in order to maintain the schedule of twenty-six pays. Upon request, the Treasurer will provide to the President of the Paint Valley Local Teachers Association a schedule of pay dates for each new school year.

Unless the Treasurer's office is notified one week in advance, checks will be mailed in order to arrive on agreed to pay days.

**B. Summer Pay**

A notice shall be sent to each bargaining unit member during the month of May which will explain the options for summer pay and will provide a form that will allow bargaining unit members to choose a method of payment. Such notice and form shall be prepared and distributed by the school district treasurer. For bargaining unit members choosing to have checks mailed, checks shall be mailed to arrive on the agreed upon paydays. Direct deposit shall be made by agreed upon paydays.

28.05 Each teacher employed under a regular teaching contract shall be issued annually, no later than June 1, a written contract in accordance with the Ohio Revised Code. Each such contract shall include the following information:

1. Name of teacher
2. Name of the School District employing the teacher
3. Type of contract and the number of years the contract is to be in effect
4. Assignment in area of certification
5. Annual compensation to be paid for the first year of the contract
6. Basis of determining compensation (i.e., Classroom Teacher, B.A., 5 years experience)

7. Provisions for signature and date of signature of the teacher with a statement that the teacher must sign and return the contract within ten days of receipt
  8. Number of actual contract days in each individual teacher's contract
- 28.06 The salary increase for 2010-2011 shall be three percent (3%) with the base salary being \$32,411. The salary increase for 2011-2012 shall be two percent (2%) with the base salary of \$33,059. The salary increase for 2012-2013 will be re-opened for negotiation.

SCHOOL YEAR 2010-2011

PAINT VALLEY LOCAL SCHOOL DISTRICT

CERTIFIED SALARY SCHEDULE

BASE SALARY \$32,411

YEARS OF EXPERIENCE	INDEX	BACHELORS	INDEX	150 SEM.HRS	INDEX	MASTERS	INDEX	MASTERS+15
0	1.000	\$32,411	1.038	\$33,643	1.095	\$35,490	1.125	\$36,462
1	1.038	\$33,643	1.081	\$35,036	1.143	\$37,046	1.178	\$38,180
2	1.076	\$34,874	1.124	\$36,430	1.191	\$38,602	1.231	\$39,898
3	1.114	\$36,106	1.167	\$37,824	1.239	\$40,157	1.284	\$41,616
4	1.152	\$37,337	1.210	\$39,217	1.287	\$41,713	1.337	\$43,334
5	1.190	\$38,569	1.253	\$40,611	1.335	\$43,269	1.390	\$45,051
6	1.228	\$39,801	1.296	\$42,005	1.383	\$44,824	1.443	\$46,769
7	1.266	\$41,032	1.339	\$43,398	1.431	\$46,380	1.496	\$48,487
8	1.304	\$42,264	1.382	\$44,792	1.479	\$47,936	1.549	\$50,205
9	1.342	\$43,496	1.425	\$46,186	1.527	\$49,492	1.602	\$51,922
10	1.380	\$44,727	1.468	\$47,579	1.575	\$51,047	1.655	\$53,640
11	1.418	\$45,959	1.511	\$48,973	1.623	\$52,603	1.708	\$55,358
12	1.456	\$47,190	1.554	\$50,367	1.671	\$54,159	1.761	\$57,076
13	1.494	\$48,422	1.597	\$51,760	1.719	\$55,715	1.814	\$58,794
14	1.532	\$49,654	1.640	\$53,154	1.767	\$57,270	1.867	\$60,511
15	1.570	\$50,885	1.683	\$54,548	1.815	\$58,826	1.920	\$62,229
				LONGEVITY	32,411			
				20	1.863	\$60,382	1.973	\$63,947
				25	1.911	\$61,937	2.026	\$65,665

SCHOOL YEAR 2011-2012

PAINT VALLEY LOCAL SCHOOL DISTRICT

CERTIFIED SALARY SCHEDULE

BASE SALARY \$33,059

YEARS OF EXPERIENCE    INDEX    BACHELORS    INDEX 150 SEM.HRS    INDEX MASTERS    INDEX MASTERS+15

0	1.000	\$33,059	1.038	\$34,315	1.095	\$36,200	1.125	\$37,191
1	1.038	\$34,315	1.081	\$35,737	1.143	\$37,786	1.178	\$38,944
2	1.076	\$35,571	1.124	\$37,158	1.191	\$39,373	1.231	\$40,696
3	1.114	\$36,828	1.167	\$38,580	1.239	\$40,960	1.284	\$42,448
4	1.152	\$38,084	1.210	\$40,001	1.287	\$42,547	1.337	\$44,200
5	1.190	\$39,340	1.253	\$41,423	1.335	\$44,134	1.390	\$45,952
6	1.228	\$40,596	1.296	\$42,844	1.383	\$45,721	1.443	\$47,704
7	1.266	\$41,853	1.339	\$44,266	1.431	\$47,307	1.496	\$49,456
8	1.304	\$43,109	1.382	\$45,688	1.479	\$48,894	1.549	\$51,208
9	1.342	\$44,365	1.425	\$47,109	1.527	\$50,481	1.602	\$52,961
10	1.380	\$45,621	1.468	\$48,531	1.575	\$52,068	1.655	\$54,713
11	1.418	\$46,878	1.511	\$49,952	1.623	\$53,655	1.708	\$56,465
12	1.456	\$48,134	1.554	\$51,374	1.671	\$55,242	1.761	\$58,217
13	1.494	\$49,390	1.597	\$52,795	1.719	\$56,828	1.814	\$59,969
14	1.532	\$50,646	1.640	\$54,217	1.767	\$58,415	1.867	\$61,721
15	1.570	\$51,903	1.683	\$55,638	1.815	\$60,002	1.920	\$63,473

LONGEVITY	33,059			
20	1.863	\$61,589	1.973	\$65,225
25	1.911	\$63,176	2.026	\$66,978

**ARTICLE XXIX  
SUPPLEMENTAL CONTRACTS**

29.01 Teachers who are employed and are to be compensated by the Board of education for approved supplemental duties beyond regular duties, shall be employed on a "Supplemental Contract." A Supplemental Contract shall be valid for no more than one school year, and shall be subject to all provisions of the Ohio Revised Code Section 3319.11, and shall not be subject to Article X, Section 10.02 of this Agreement. Such supplemental contract will be issued to the teacher and shall include the following information:

1. Name of said teacher.
2. Name of the school district and Board of Education for which responsibilities shall be performed.
3. Statement of supplemental position and compensation to be provided.
4. Date within which compensation is being provided for said responsibility.
5. Provision for signature and date of signing by the teacher and statement that teacher must sign and return within ten days of receipt.

29.02 Teachers shall be compensated for supplemental duties for which they are employed in accordance with the attached supplemental salary schedule in 29.04. The Board of Education need not fill any or all positions contained in the categories listed on the schedule in any particular school year. The Superintendent shall determine whether a vacancy exists in a supplemental position and when and whether to fill the vacancy. The failure to fill a position shall not be subject to bargaining with the Association. If a supplemental position in a category listed on the schedule is filled, the compensation for it shall be in accordance with the supplemental salary schedule. If the Board of Education creates a new supplemental position and the Superintendent determines to fill any such position, the Association shall receive written notice of such intention and shall have an opportunity to negotiate a salary for that supplemental position within the categories on the Supplemental Schedule. If the Association does not timely request bargaining about such a salary, or if the parties have bargained about such a salary, or if the parties have bargained to impasse concerning the salary, the Board of Education may implement the supplemental salary it deems appropriate for that position. If the Board implements a supplemental salary after the parties have bargained to impasse, the Association may present, at the next following round of negotiations for a new contract, the issue whether the salary thus implemented by the Board was appropriate. If the parties agree that the salary implemented was inappropriate, the person(s) who held the position(s) may be paid retroactively at the agreed-to

category applied to the base salary in effect during the time the supplemental salary was in dispute and at the rate then in effect.

- 29.03
- A. Only years of experience in a specific sport or activity will be counted to determine placement on the Supplemental Salary Schedule. Volunteer years will only be counted for bargaining unit members with proof of years and service rendered at Paint Valley if approved in advance of the volunteer service by the Board.
  - B. The salary will be paid and used only when needed or when someone is hired to fill the position.
  - C. Payment under a supplemental contract will be made in full on the first *regular pay period of the month following the completion of the activity*, provided that all closing responsibilities have been fulfilled and certification by the Principal has been made to the Treasurer. Closing responsibilities shall include all forms as required by the Superintendent, Principal, Athletic Director and Treasurer. Pay shall be withheld until requirements are completed.
  - D. Senior Class Advisor includes guiding and directing for graduation activities.
  - E. Junior Class Advisor includes guiding and directing for fund raising and prom activities.
  - F. Anyone advancing in Categories I-X but staying in the same sport or activity shall not lose that experience already earned in that sport or activity. (Example: Head Jr. High football coach advancing to Assistant Varsity Football shall have their Junior High experience count. Freshmen Class Advisor advancing to Senior Class Advisor shall have their experience count).
  - G. Anyone entering a new activity (Example: Honor Society Advisor moving to Student Council Advisor) shall enter the position at the present level of paid experience. Any conflict about categories and experience shall be decided by the Superintendent whose decision is final. Volunteer experience shall not count on the schedule as years of experience.
  - H. All supplemental contracts shall expire on their expiration date of June 30 unless the Board, upon recommendation of the Superintendent, takes action to offer the teacher a renewal of each supplemental contract by May 31 of each year.

29.04 A. (1) Supplemental Salary Schedule

**YEARS EXPERIENCE**

<b>Category</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
I.	.1800	.1850	.1900	.1950	.2000	.2050	.2100	.2150	.2200	.2250	.2300
II.	.1300	.1325	.1350	.1375	.1400	.1425	.1450	.1475	.1500	.1525	.1550
III.	.0825	.0850	.0875	.0900	.0925	.0950	.0975	.1000	.1025	.1050	.1075
IV.	.0650	.0675	.0700	.0725	.0750	.0775	.0800	.0825	.0850	.0875	.0900
V.	.0500	.0525	.0550	.0575	.0600	.0625	.0650	.0675	.0700	.0725	.0750
VI.	.0450	.0475	.0500	.0525	.0550	.0575	.0600	.0625	.0650	.0675	.0700
VII.	.0400	.0425	.0450	.0475	.0500	.0525	.0550	.0575	.0600	.0625	.0650
VIII.	.0350	.0375	.0400	.0425	.0450	.0475	.0500	.0525	.0550	.0575	.0600
IX.	.0175	.0195	.0215	.0235	.0255	.0275	.0295	.0315	.0335	.0355	.0375
x.	.0150	.0160	.0170	.0180	.0190	.0200	.0210	.0220	.0230	.0240	.0250

29.05 The following positions are included in the categories in Salary Schedules 29.04 A.

- I. Athletic Director – with 1/2 day release time.
- II. Varsity Basketball and Football Coaches
- III. Athletic Director in Charge of Junior High
- IV. Reserve Basketball Coach  
 Assistant Varsity Football Coaches (4)  
 Athletic Trainer  
 Marching Band Director  
 Senior High Yearbook Advisor  
 Varsity Wrestling Coach  
 Cross Country Coach  
 Varsity Volleyball Coach  
 Varsity Baseball Coach  
 Varsity Track Coach  
 Varsity Softball Coach  
 Varsity Cheerleading Coach
- V. Freshman Basketball Coach  
 Reserve Softball Coach  
 Reserve Volleyball Coach  
 Reserve Baseball Coach

- |   |   |
|---|---|
| <p>VI. Senior Class Advisor<br/>         Marching Band Assistant<br/>         Head Jr. High Football Coach<br/>         Assistant Varsity Basketball Coach<br/>         Assistant Varsity Softball Coach<br/>         Reserve Cheerleading Coach<br/>         Assistant Varsity Wrestling Coach</p>   | <p>Junior Class Advisor<br/>         Strength Coach<br/>         Jr. High (8<sup>th</sup>) Basketball Coach<br/>         Jr. High (8<sup>th</sup>) Volleyball Coach<br/>         Assistant Varsity Volleyball Coach<br/>         Assistant Varsity Baseball Coach<br/>         Varsity Golf Coach</p>   |
| <p>VII. Senior High Student Council Advisor<br/>         School Play Advisor<br/>         Talent &amp; Gifted Advisor (TAG)<br/>         Jr. High Track Coach<br/>         Jr. High (7<sup>th</sup>) Volleyball Coach<br/>         Jr. High Cheerleading Coach</p>  | <p>Forensic Coach<br/>         Jr. High Wrestling Coach<br/>         Jr. High Asst. Football Coach<br/>         Jr. High (7<sup>th</sup>) Basketball Coach<br/>         Two (2) Athletic Ticket Sales</p>   |
| <p>VIII. Honor Society Advisor<br/>         Assistant Golf Coach<br/>         Pep Club Advisor<br/>         Freshman Cheerleading Coach<br/>         Jr. High Yearbook Advisor</p>  | <p>High School Quiz Bowl Coach<br/>         Jr. High Quiz Bowl Coach<br/>         Kids in Print<br/>         Elementary Yearbook Advisor</p>  |
| <p>IX. Junior Prom Assistant<br/>         Elementary Science Fair Advisor<br/>         Jr. High Student Council Advisor<br/>         Language Club Advisor<br/>         Computer Science Club Advisor<br/>         High School Chorus<br/>         Outdoor Education Coordinator</p> <p>Jr. High Substance Abuse<br/>         Core Team (3)<br/>         High School Science Fair Advisor<br/>         Middle School Science Fair Advisor<br/>         High School Science Club Advisor<br/>         Middle School Science Club Advisor</p> | <p>Art Club Advisor<br/>         Sophomore Class Advisor<br/>         Freshman Class Advisor<br/>         Pep Band Director<br/>         Creativity Club Advisor<br/>         Varsity Club Advisor<br/>         High School Substance Abuse<br/>         Core Team (5)<br/>         Elementary Football<br/>         (Flag)/Basketball Coordinator<br/>         Jazz Band</p> |
| <p>X. IBA - MFE (6) grades K-5</p>  | <p>IBA -- MFE (4) grades 6-12</p>   |

**OTHER:**

Ross County Fair \$100 annually

Student Mediation Advisors (2) to be paid Four Hundred Dollars (\$400) annually.

After-School Detention paid \$20 per hour

District Grant Writing must be approved by the superintendent prior to the bargaining unit member(s) preparation and will be compensated as follows when grants are successful 1% of the total of the grant if successful with no payment being less than \$200 and a grant must be at least \$2,000. If there should be more than one writer that total amount will be divided equally among the writers.

<u>Grants</u>	<u>Compensation</u>
Under \$2,000	\$0
\$2,000 - \$20,000	\$200
\$20,000 and up	1% of total grant

Dual Credit/Credit Flex

Any teacher who teaches a class in which a student will receive both high school and college credit shall receive seven hundred and fifty dollars (\$750) additional compensation provided that it will be paid by grant or other subsidized payment. In addition, the bargaining teams shall convene to address issues resulting from Credit Flex and Dual Credit that impact terms and conditions of employment. The bargaining teams shall address issues including, but not limited to, time spent reviewing applications and completing related duties, as well as selection of compensation for Credit flex and Dual credit teachers of record.

**ARTICLE XXX  
BOARD PICK-UP OF EMPLOYEE CONTRIBUTIONS TO STRS**

- 30.01 A. For purposes of this section, total annual salary per pay period for each staff member shall be the salary otherwise payable under this Agreement and their contracts. The total annual salary and salary per pay period of each staff member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A staff member's deferred salary shall be equal to that percentage of said staff member's total annual salary or salary per pay period which is required from time to time by State Teachers Retirement System ("STRS") to be paid as an employee contribution by said staff member and shall be paid by the Board to STRS on behalf of said staff member as a "pick-up" of the STRS employee contribution otherwise payable by said staff member. A staff member's cash salary shall be equal to said staff member's total annual salary or salary per pay period less the amount of the pick-up for said staff member

and shall be payable, subject to the applicable payroll deductions, to said staff member. The Board's total combined expenditures for staff member's total annual salaries otherwise payable under their contracts and applicable Board policies (including pick-up amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this section not been in effect.

- B. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pickup". The Board shall report for municipal income tax purposes as a staff member's gross income said staff member's total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- C. The pickup shall be included in the staff member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.
- D. If the foregoing provisions are in conflict with subsequent federal, state or other governing laws, regulations or rulings, the Board will be held harmless and this Article will be null and void.

## **ARTICLE XXXI INSURANCE**

- 31.01 The Paint Valley Board of Education will pay 82% of the cost of individual and family hospitalization coverage and prescription drug program for all covered employees during the term of this agreement.
- 31.02 The Paint Valley Board of Education will pay 100% of the cost of a dental insurance program during the term of this agreement.
- 31.03 The Board shall provide to the extent available under the Internal Revenue Code and Regulations (Section 125) a flexible spending account for the payment of bargaining unit member's insurance premium contributions on a pre-tax basis.
- 31.04 The Paint Valley Board of Education shall provide Board paid Group Term Life and Accidental Death Dismemberment Insurance in the amount of \$25,000.00.

**31.05 ROSS COUNTY SCHOOL EMPLOYEES  
INSURANCE CONSORTIUM  
Option 3  
SuperMed Plus**

<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Benefit Period	January 1 through December 31	
Dependent Age Limit	25; Removal upon End of Year	
Pre-existing Condition Waiting Period	none	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$150/\$300	\$300/\$600
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$300/\$500	\$800/\$1000
<b>Physician/Office Services</b>		
Office Visit (illness/injury) <sup>2</sup>	\$15 co-pay, then 100%	70% after deductible
Urgent Care Facility Services <sup>2</sup>	\$15 co-pay, then 100%	70% after deductible
Voluntary Second Surgical Opinion	90% after deductible	70% after deductible
All Immunizations		70% after deductible
<b>Preventative Services</b>		
Office Visit/Routine Physical Exam (For ages nine and older) <sup>2</sup>	\$15 co-pay, then 100%	70% after deductible
Well Child Care Services including Exam and immunizations (To age nine, unlimited) <sup>2</sup>	\$15 co-pay, then 100%	70% after deductible
Well Child Care Laboratory Tests (To age nine)	100%	
Routine Mammogram (Limited to an \$85 maximum per benefit period)	100%	70% after deductible
Routine Pap Test & Associated Office Visit	\$15 co-pay, then 100%	
Routine Lab, X-Ray, Medical Testing and Endoscopic Services	100%	70% after deductible

<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical/Occupational – Facility and Professional (60 combined visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (30 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional	90% after deductible	70% after deductible
Emergency use of an Emergency Room <sup>3</sup>	\$75 co-pay, then 100%	
Non-Emergency use of an Emergency Room <sup>3,4</sup>	\$75 co-pay, then 100%	\$75 co-pay, then 70%
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible
<b>Additional Services</b>		
TMJ Services (\$1000 Lifetime Maximum Benefit)	90% after deductible	70% after deductible
Contraceptive Devices and Implants	90% after deductible	70% after deductible
Diabetic Education & Training Services	90% after deductible	70% after deductible
Attention Deficit Disorder & Hyperkinetic Syndrome	90% after deductible	70% after deductible
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	90% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare (120 days per benefit period)	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible

<b>Mental Health and Substance Abuse</b>		
Inpatient Mental Health and Substance Abuse Services (60 days per benefit period)	90% after deductible	70% after deductible
Outpatient Mental Health and Substance Abuse Services (50 visits per benefit period)	\$15 co-pay, then 100%	70% after deductible <sup>5</sup>
<b>Prescription Benefits</b>	<b>Retail</b>	<b>Mail Order – 3 Months</b>
Generic	\$10	\$20
Formulary Brand	\$15	\$30
Non-Formulary Brand	\$20	\$40

<sup>1</sup>Maximum family deductible - Member deductible is the same as single deductible

<sup>2</sup>The office visit co-pay applies to the cost of the office visit only.

<sup>3</sup>Co-pay waived if admitted.

<sup>4</sup>The co-pay applies to room charges only. All other covered charges subject to deductible and coinsurance.

<sup>5</sup>Not applied to Coinsurance Out-of-Pocket Maximum.

Note: Services requiring a co-payment are not subject to the single/family deductible.

Deductible expenses incurred for services by a network provider will only apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible out-of-pocket limits.

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

Benefits will be determined based on the Medical Mutual's medical and administrative policies and procedures. This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

31.06 Any change in insurance carrier/coverage during the duration of this agreement shall be subject to discussion by both parties prior to Board approval.

- 31.07 The Paint Valley Board of Education will pay 100% of the cost of a vision plan during the term of this Agreement.
- 31.08 The Board will establish an insurance buyout plan for employees. Employees may elect to receive a \$2,000 payment each year in lieu of hospitalization and drug coverage provided by the Board. If an employee loses other hospitalization and drug coverage due to a spouse's loss of employment, insurance coverage, disability or death, the employee will be permitted to obtain single or family hospitalization and drug coverage through the Board immediately without penalty. The option to take the buyout must be initiated during the open enrollment period and payment of \$2,000 will be made during the open enrollment of the next year. If two teachers are married and both are teachers in the district, neither is eligible for this insurance buyout.
- 31.09 The effective date of insurance coverage shall be the first workday as per contract year/school calendar or first workday following date of hire if employee's initial contract for the position is for less than the full number of days in the contract year/school year.

**ARTICLE XXXII  
NO STRIKES; ZIPPER CLAUSE;  
WAIVER OF NEGOTIATIONS; CONFLICT WITH LAW**

- 32.01 The Association and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, or other curtailment or restriction of the educational process or the Board's operations, including the honoring of any picket line or strike activity by other employees or by non-employees of the Board, during the term of extended term of this Agreement, or during the pendency of the settlement procedures set forth in Section 2.03 of this Agreement.
- 32.02 This Agreement represents the full understanding and commitment between the parties and replaces all previous agreements. This Agreement may be added to, deleted from, or otherwise changed only by an amendment properly signed and ratified by each party.
- 32.03 If any provision of this document, or any application of the provisions of this document, or any agreement reached under its terms, conflicts with Ohio or Federal Law, regulation ruling or order, now or hereafter enacted or issued, such provisions, applications or agreement shall be inoperative but the remaining provisions hereof shall remain in effect.

If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state

agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

### **ARTICLE XXXIII COURT LEAVE/JURY DUTY**

- 33.01 Court leave shall be granted to any teacher who is required to be absent from his/her teaching assignment as a result of employment related duties requiring the teacher's attendance at law enforcement agencies and/or in a court of law. However, no leave shall be granted in a civil action arising out of Board employment if a teacher or the Association is an adverse party or witness to the Board or any administrator. Leave shall also be granted for jury duty without limitation. Court Leave/Jury Duty Leave shall not be deducted from a teacher's sick leave or personal leave accumulations.
- 33.02 Each teacher shall file with the Board Treasurer a certificate of Jury Service as well as compensation received.
- 33.03 Certificate of Jury Service and compensation need not be filed until tour of Jury Service is completed.

### **ARTICLE XXXIV REDUCTION IN FORCE**

- 34.01
  - A. If the Paint Valley Local Board of Education determines it necessary to reduce the number of bargaining unit positions under O.R.C. 3319.17 or for decrease in funds, the following procedure shall apply:
  - B. All teachers with expiring contracts whose contracts are to be suspended due to reason listed in Section A above, shall, prior to suspension, be issued contracts of a type and length they would be issued if the suspension were not to occur. Nothing contained in Section B herein shall be construed to limit the Board's authority to grant lengths of contracts pursuant to Article IX. However, no suspended teacher's contract shall be non-renewed prior to completion of 24 months on the recall list.
  - C. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:

1. All members of the bargaining unit will be placed on a seniority list for each field for which they are properly certified. A seniority list shall be given to the Association President each year in September and updated when needed. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.
  2. Seniority will be defined as the length of continuous service as a certificated employee under regular contract in the Paint Valley Local School District.
    - a. Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.
    - b. If two or more staff members have the same length of continuous service, seniority will be determined by:
      - The date of the Board meeting at which the teacher was hired, and then;
      - Any remaining items will be broken by lot, with affected teachers in attendance.
  3. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification.
- D. The names of teachers whose contracts are suspended in a reduction in force shall be placed on a recall list for 24 months from the date of reduction. There shall be no time limit on the length of time a continuing contract teacher is placed on the recall list, but such teachers are subject to the same rights and responsibilities of recall as any other suspended teacher. Teachers on the recall list will have the following rights and responsibilities:
1. No new teachers will be employed by the Board while there are teachers on the recall list who are certified for the vacancy.
  2. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certified.

3. If a vacancy occurs, the Board will send a certified announcement 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 Board informed of his/her current address. All teachers are required to respond in writing to the Superintendent's office within fifteen calendar days. The most senior of those teachers responding will be given the vacant position. Any teacher who fails to respond within fifteen calendar days, or who declines to accept the position will forfeit all recall rights.
  4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as he/she enjoyed at the time of layoff.
- E. The Association and the Board both agree that these procedures apply only to the suspension of contracts under 3319.17 or for decrease in funds. This article shall not require the Board of Education to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district. Nonrenewal of contracts shall take place only for documented job related deficiencies based on the formal evaluation procedure.
- F. Group insurance programs provided to the members of the bargaining unit will be available to teachers so suspended upon payment by such teacher to the Treasurer of the Board of Education the total premium costs of such coverage. Said premiums must be received by the Treasurer one month in advance of the date on which the Treasurer makes payment to the insurance companies.
- G. Teachers to be suspended who have limited contracts in effect at the time the suspension is to become effective shall be issued new contracts pursuant to Article IX, except for those teachers whose names are removed from the recall list pursuant to this Article. Nothing contained in Section G herein shall be construed to limit the Board's authority to grant lengths of contracts pursuant to Article IX. However, no suspended teacher's contract shall be non-renewed prior to completion of 24 months on the recall list.

## ARTICLE XXXV CALENDAR

- 35.01 Prior to the formulation of school calendar choices, the Superintendent, with input from the Association, shall annually in February present a proposed calendar(s) for the coming school year to the Board of Education and to the Association. The calendar shall make provision for the opening and closing of school, and the length of authorized vacation periods during the standard school year, Thanksgiving, Christmas, Easter and any other days during which school is not in session.
- 35.02 The calendar shall also make provisions for a two (2) hour early dismissal the last day in session before Thanksgiving recess, Christmas recess and Easter recess. There shall be at the end of every nine weeks grading period an early dismissal of two (2) hours for students. This time will be uninterrupted for the teacher to work on his/her classroom grades and RPAS. Teachers shall remain until regular dismissal time.
- Teachers' meetings shall be held on Parent/Teacher Conference days, in-service days, or through late arrivals or early dismissals to school at the discretion of individual building administrators. Staff meetings one per nine week grading period may be held at the discretion of the building administrator. (only one thirty-minute meeting per nine week grading period). This does not exclude meetings that need to be called at other times due to emergency circumstances.
- 35.03 The Association President shall receive proposed calendar(s) one (1) month prior to Board adoption.
- 35.04 Before final adoption of a school calendar, the association president shall have the opportunity to address the Board of Education at the February meeting to present the association's preference of proposed calendars.
- 35.05 If it becomes necessary to amend the school calendar during the school year, the Association president will have the opportunity to address the Board of Education in order to present the Association's opinion of such amendment(s). The administration shall notify the Association of any proposed calendar change at the same time the Board is notified. Such notification shall occur prior to the Board meeting at which it is to be considered.

**ARTICLE XXXVI  
TEACHER PROTECTION**

- 36.01 All teachers have the right to participate in professional and civic organizations for the teacher's personal benefit.
- 36.02 The private personal life of any teacher is not within the appropriate concern or attention of the Board as a condition of employment as long as it does not interfere with his/her teaching duties and effectiveness as determined through evaluation in accordance with Article IV of this Agreement.
- 36.03 Teachers may wear insignia pins, or other identification of membership in the Association or other civic or professional organizations on school premises, but the Board also expects teachers to enforce a standard of personal conduct which shall be above reproach and which shall contribute to a high morale in the school and a wholesome school reputation.
- 36.04 Teachers will be guaranteed academic freedom within the requirements of state and federal law, Board established curriculum, courses of study, grading and other policies and regulations pertaining to the academic program as determined by the Board of Education and Superintendent. Teachers may select means and methods of instruction consistent with such policies, provided that a teacher's means and methods of instruction are subject to evaluation and modification pursuant to Article IV.
- 36.05 Freedom of individual conscience and expression, consistent with the obligation to respect the rights of all other parties, state and federal laws and Board policies, shall be encouraged to promote the best possible learning climate for pupils. A balanced and fair presentation of all sides of issues shall be made in the classroom.
- 36.06 Copies of any changes in Board policies that directly affect teachers shall be given to all staff members as soon as possible following adoption by the Board.

**ARTICLE XXXVII  
CLASS SIZE**

- 37.01 The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that

pupil-teacher ratio shall not exceed minimum standards set forth by the Ohio Department of Education.

- 37.02 The Board further agrees to work toward balancing individual class sizes. Specifically, this means no teacher should have a disproportionate number of students when compared to other teachers within the same department in the core subjects.

### **ARTICLE XXXVIII EARLY RETIREMENT PROGRAM**

38.01 A teacher who has completed ten (10) consecutive years of service with the district immediately preceding retirement and who has completed thirty (30) years of service credit, or has completed twenty-five years of service credit, and is eligible for retirement under one of the three state retirement systems is eligible for the benefits of the early retirement program.

**A. Initial Year of Early Retirement Program**

1. All teachers having thirty (30) years of service who retire at the end of that thirtieth year and who notify the Paint Valley Board of Education in writing by June 1 of the thirtieth year of service, will qualify for thirty-five (35) percent of their total salary excluding supplemental contract salaries.
2. Teachers with 30 years of service who do not retire at the end of the initial year will follow the schedule in paragraph 2. For example, if a teacher retires with 31 years of service, he/she will receive 25%. If a teacher retires with 32 years of service, he/she will receive 15% and so on until he/she is off the schedule.

\*Initial year is defined as the year the individual teacher completes or purchases his/her 30th year of service.

**B. Teachers who qualify and retire after June 30 shall receive early retirement benefits as follows:**

<u>Years of Service</u>	<u>Percent</u>
30	35%
31	25%
32	15%
33	10%
34	5%

- C. Teachers who become eligible for retirement prior to thirty (30) years of service (e.g., age 55 and 25 years of service) may receive an early retirement of thirty-five (35) percent. The teacher is eligible only following the year that makes him/her eligible. For example, if a teacher did not retire, he or she is not eligible the following year with 26 years of service and age 56. The teacher will become eligible again after completing 30 years of service and will follow the chart in paragraph (2).
- 38.02
- A. The teacher shall furnish proof as to age (if service is less than thirty 30 years) and shall furnish statement from appropriate retirement system as to total number of service credit years on which teacher has retired.
  - B. A teacher may receive an early retirement only once. Subsequent re-employment will not establish eligibility for another early retirement.
  - C. Submission of written notice of retirement by June 15, with an effective date prior to beginning of the following school year. Notices received after June 1 will be counted on the chart in paragraph 2 for the following year with regards to percent of payment.
  - D. Teachers who retire under disability retirement are not eligible for the early retirement program. (Plan A)
- 38.03
- Upon meeting all of the above listed requirements a teacher may choose to receive payment within 120 days.

The teacher must be eligible for and applied for retirement under appropriate retirement system pursuant to the requirements of the applicable law for the system.

#### **ARTICLE XXXIX ATTENDANCE INCENTIVE PLAN**

- 39.01
- Award \$500 to each bargaining unit employee under contract for nine (9) months or ten (10) months with four (4) days or less combined usage of sick leave, personal leave and unauthorized leave (deduct). Bargaining unit members under contract for eleven (11) or twelve (12) months will be awarded \$500 with five (5) days or less combined usage of sick leave, personal leave and unauthorized leave (deduct).

Attendance is an important factor in the successful operation of any school district and maintaining continuity of the educational program.

Professional leave, association leave and jury duty leave are excluded. The recording period for all bargaining unit members will be from July 1 to June 30 of each year. Payment will be made on the first pay period in July.

- 39.02 Teacher must be in the employment of the Paint Valley Local School District on or before October 15 of the current school year in order to be eligible for the attendance incentive payment.

## ARTICLE XL SICK LEAVE CONTRIBUTION

- 40.01 Each certified staff member may contribute five (5) days of sick leave per request to another certified employee when a need for such has been determined. This contribution is non-returnable. This contributed day of sick is not applicable to the attendance incentive plan.
- 40.02 A need for contribution is defined by the following:
1. Donee has exhausted his/her total sick leave days;
  2. Advancement of sick leave (five days) by the Board has also been exhausted;
  3. For reason as listed in Section 11.01 (B) of this contract for the certified employee or family member as listed in Section 11.01 (B) of this contract will extend at least five days beyond the total sick leave and Board advancement of sick leave;
- 40.03 When the aforementioned criteria have been determined to exist, the Treasurer shall make notification to the employee of existing conditions. On behalf of the employee, the Treasurer may then request in writing a contribution of at least five (5) and no more than twenty (20) days from the teaching staff. The Treasurer shall then deduct those days (only when such days are spent) from the list of contributors beginning with the teacher with the most sick leave accumulated.
- 40.04 Additional days that may be needed would require prior Board approval before a request can be made to the Association.
- 40.05 Any monetary reimbursement by an insurance company for said days shall be donated to the Association for its scholarship program.

**ARTICLE XLI  
NO TUITION FOR CHILDREN OF TEACHERS**

- 41.01 Children of Paint Valley teachers in the district shall be permitted to enroll in the Paint Valley School District on a tuition-free basis, regardless of their residence, in accordance with ORC 3313.64 f. (8) and the 1987 Ohio Attorney General's opinion no. 41, effective as of November 18, 1991.

**ARTICLE XLII  
DRUG FREE SCHOOLS AND COMMUNITIES**

- 42.01 The Board and the Association are committed to the national goal of a drug-free workplace. Staff members convicted of substance/chemical abuse violations shall be referred, by the board, to a community drug rehabilitation center.

**ARTICLE XLIII  
INTERACTIVE DISTANCE LEARNING (IDL)**

- 43.01 A. Videotapes, Computer Programs, Television
1. Videotapes or computer programs of IDL classes may be used for makeup for all students enrolled in those IDL classes.
  2. Videotapes or computer programs of IDL classes are the joint property of the teacher and the Board of Education of the host school.
  3. Videotapes or computer programs shall not be shown without the express written permission of the IDL teacher, and the Board of Education or designee, except as stated in #1A.
  4. Videotape or computer programs shall not be used for subsequent re-broadcasting.
  5. The viewing or use of video tapes or computer programs cannot be part of the evaluation process.

- B. No IDL broadcast shall be provided to a school district where the teachers are conducting a legal strike.
- C. No television broadcast, video, or computer program will be used in lieu of or without a certified teacher being assigned to the class.
- D. IDL Teacher
  1. Each bargaining unit member may notify, in writing, his/her administrator of interest in teaching an IDL course. Selection must come from that list.
  2. When making the selection, the Superintendent will select the bargaining unit member with the most seniority from a list of those expressing interest in teaching an IDL course.
  3. Maintenance of IDL room equipment shall not be the duty of the IDL teacher.
  4. Assignments to an IDL course shall be made on a yearly or semester basis and shall be by mutual agreement of the teacher and the Superintendent.
- E. Participation in the IDL course project shall not reduce the total number of the Bargaining Unit Members employed or the hours worked as a result of the implementation and use of the telecommunications via IDL.
- F. All positions will be posted according to this contract.

This committee shall meet at least on a yearly basis and/or as needed due to problems and start up. The committee shall be required to form a consensus in order to implement the Fiber Optics Program within the framework of this understanding. If consensus is not reached on an issue, that aspect of the program shall not proceed ahead until consensus is achieved.

#### **ARTICLE XLIV LABOR MANAGEMENT COMMITTEE**

- 44.01 A Labor Management Committee ("LMC") shall be established for the 1996-97 school year and thereafter. The Superintendent and Association President shall each be members of the LMC and each shall appoint up to three (3) other

members to serve on the LMC. The LMC shall meet at least four (4) times per school year.

- 44.02 The Federal Mediation and Conciliation Service shall provide training for all LMC members prior to the first meeting. Within the first year of this agreement the parties shall arrange for and schedule LMC training by FMCS. The training shall be held on a Saturday if FMCS will so provide. If FMCS will not provide the training on a Saturday it shall be held during the regular work day and attendance shall be counted as professional leave for the teacher members.

#### **ARTICLE XLV TECHNOLOGY TRAINING**

- 45.01 Expenses incurred for technology training as required by the Paint Valley Local Schools will be the responsibility of the Paint Valley Board of Education.

#### **ARTICLE XLVI LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

- 46.01 In accordance with Senate Bill 230, there shall be a Local Professional Development Committee (LPDC) established in the Paint Valley Local School District in accordance with the following provisions:
1. The purpose of the committee shall be to oversee, review, and approve professional development plans for course work, continuing education units, or other equivalent activities for the renewal of professional certificates or license renewal of all certified employees of the district, and any other activity established by law for LPDCs.
  2. The committee shall be composed of five members: three (3) teachers, one (1) principal, and one (1) other administrator. Terms shall be for two (2) years each, except that initial selection shall be staggered.
  3. Teacher members shall be selected by the PVLTA.
  4. Administrator members shall be selected by the Superintendent.
  5. The LPDC shall meet on a regular basis, as needed, and shall adopt its own regulations for such meetings.

6. The LPDC shall be charged with the obligation to be operational for renewal of licenses effective September 1, 1998. The committee shall operate under the rules and regulations of Senate Bill 230, relevant adopted rules and regulations of the State Department of Education. The committee shall establish a procedure by which a teacher may appeal the decision of the LPDC.
7. If any LPDC member is unable to complete his or her term of office, the Superintendent shall appoint an administrative person to fill any administrative vacancies, and the Association shall select any bargaining unit member replacements for the remainder of the unexpired term.
8. The Board shall provide the funds needed for the LPDC to function in an effective manner. Compensation and/or release time shall be provided to members of the LPDC to complete the necessary functions in compliance with the law. LPDC members shall receive \$1,000 per year (chairperson \$1200 per year). Any agreed upon release time for the functioning of the LPDC shall not count against any leave records for the teacher members.
9. A stipend of \$500 per year shall be given to each teacher becoming Master Teacher for every year in which a teacher is so distinguished. Becoming a Master Teacher shall be optional with no working condition effect. The LPDC shall assume Master Teacher responsibilities for the duration of this contract but shall be a subject of bargaining for a separate Master Teacher Committee for the next successor contract.

**ARTICLE XLVII  
EMPLOYMENT OF RETIRED TEACHERS**

**47.01 A. Salary**

Retired teachers employed by the Board shall be placed on the teacher's salary schedule and advance in typical fashion from step to step. The rehired retired teacher will receive years of teaching service up to 10 years for initial placement on the teachers' salary schedule. This and the remaining sections shall remain in effect except in the event the Board of Education has exhausted all possibilities to fill a vacant position.

- B. Retired teachers rehired by the Board will receive one (1) year contracts that will automatically expire without Board non-renewal action. Said teachers will be reemployed with one year contracts if he/she receives written notification by July 10.

C. Contract of Employment

No more than 5% of the certified staff being made up of rehired retired teachers. A retired teacher employed by the Board shall be ineligible for a continuing contract of employment, regardless of years of service with the District.

D. Supplemental Contracts

Retired teachers who are employed by the Board shall be eligible for supplemental contracts but will have no seniority rights for said contracts.

E. Leaves of Absence

Retired teachers employed by the Board shall receive sick leave (including bonus) and personal leave in accordance with this Agreement. Retired teachers employed by the Board shall not be eligible for sabbatical leave. Retired teachers employed by the Board are eligible for benefits of professional meetings, in-service meetings, association leave and family and medical leave as found in this Agreement. In no event shall leave extend beyond the retiree's employment contract term.

F. Reduction in Force/Seniority

Retired teachers employed by the Board shall have zero seniority in the bargaining unit and shall not accumulate seniority for any purpose. Retired teachers employed by the Board shall have no right to displace or bump or any right of recall in the event of a reduction in force.

G. Evaluation Procedures

The Board will not be required to evaluate said teachers.

H. Severance Pay

A retired teacher employed by the Board cannot receive severance pay from the District.

I. Sick Leave

Said teachers can accumulate sick leave but will begin his/her reemployment with the Board after retirement with zero (0) sick leave.

**J. Sick Leave Contribution**

A retired teacher employed by the Board cannot receive sick leave contributions as contained in this contract.

**K. Insurance**

The Board will provide insurance benefits to said teachers.

**L. Academic Stipend**

Retired teachers employed by the Board are not eligible for academic stipend.

**M. Waiver/Supersede Contrary Provisions**

The parties agree that to the extent the provisions of this article conflict with or contradict master agreement language and/or state law, the terms of this article prevail and will be applied to retired teachers employed by the Board.

**ARTICLE XLVIII  
VOLUNTEERS**

- 48.01 A. Bargaining Unit Members will not be required to have a volunteer(s). Volunteers will be approved by bargaining unit members who wish to have them.
- B. Volunteer time will be for one (1) hour of time unless otherwise agreed to by the bargaining unit member involved.
- C. Parents will volunteer in classrooms other than the classroom(s) his or her child(ren) attend, unless otherwise agreed to by the bargaining unit member.

**ARTICLE XLIX  
SPECIAL EDUCATION**

- 49.01 A. No bargaining unit member will be required to administer custodial care of special needs students on a continuing basis.

- B. No bargaining unit member will be required to administer any medical procedures or medications.

**ARTICLE L  
DURATION OF AGREEMENT**

50.01 This agreement shall be effective July 1, 2010, and shall continue in full force and effect until June 30, 2013.

The Board and the Association agree to reopen this contract to discuss health insurance if a cheaper but equal policy is found. This request can be made only once each school year.

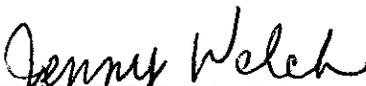
50.02 One professionally printed Master Agreement shall be provided to each bargaining unit member as soon as possible following ratification of the Agreement. All bargaining unit members newly employed and/or returning from leaves, shall be provided a copy. The Association President shall be given extra copies. The costs of printing shall be borne equally by the parties.

50.03 A complete set of Board of Education policies shall be placed in each Principal's office, teacher's lounge and each library in the school district. In addition, one (1) copy shall be loaned to the Paint Valley Local Teacher's Association. The Board policies shall not be considered part of this Agreement.

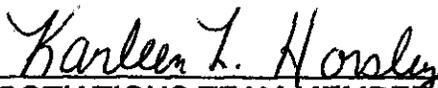
THE BOARD OF EDUCATION PAINT  
VALLEY LOCAL SCHOOL DISTRICT

THE PAINT VALLEY LOCAL  
TEACHERS' ASSOCIATION

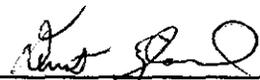
BY:   
PRESIDENT

BY:   
PRESIDENT

  
SUPERINTENDENT

  
NEGOTIATIONS TEAM MEMBER

  
TREASURER

  
NEGOTIATIONS TEAM MEMBER

11/3/10  
DATE

11/1/10  
DATE

## PAINT VALLEY LOCAL SCHOOLS TEACHER EVALUATION FORM

- A. All limited contract certified teaching employees up for renewal shall be formally evaluated at least twice during the final year of their limited contract. Each of the two evaluations shall in part consist of at least two observations (see Teacher Observation Log) lasting 30 minutes or more in duration. Observations will be at least five (5) days apart. Observations will not occur the day before or the day after a holiday break.
  - B. All other limited contract certified teaching employees shall be evaluated as deemed necessary by administration.
  - C. All tenured contract certified teachers shall be formally evaluated at least once every five years or as deemed necessary by the administration.
  - D. The individual who has responsibility for the formal evaluation of the teacher must complete two observations of at least 30 minutes in duration for each evaluation, i.e., one evaluator cannot do one observation and another evaluator do another observation for each evaluation.
  - E. The above mentioned formal evaluations per year are the minimums, however, additional evaluations may be done.
  - F. All teaching employees who are evaluated to this policy are to have the individual responsibility of effectively implementing and completing job performance criteria, duties and responsibilities as identified.
- 

### EVALUATION PROCEDURE

**NOTE: CONTINUE TO USE TIME LINE IN EXISTING CONTRACT - ARTICLE 10.02**

- A. Each formal evaluation in part shall consist of at least two observations of 30 minutes or more in duration.
  - 1) Observations do not have to be announced.
  - 2) More than two observations may be used per evaluation as long as observations are at least five (5) days apart and within observations timelines..
  - 3) Both the teacher and evaluator must fill out and sign the Teacher Evaluation Log Form indicating the time the observation began and the time the observation ended.
  - 4) Notes of the classroom observation shall be kept by the evaluator. A copy of such notes shall be given to the teacher.
- B. Non-Classroom Observation - Evaluator observations occurring outside the classroom shall be discussed by the teacher and principal (upon request by either party). Such observation may fall within any or all the criteria, duties or responsibilities of the job description.
- C. Conferences shall be held by the evaluator to:
  - 1) Discuss the evaluation of the teacher's performance.
  - 2) Discuss alternatives for correcting areas marked, "N.I." or "U" and comment on noted areas of strengths.
  - 3) Note on form suggestions for improvement time line for further evaluation.
  - 4) The teacher shall receive a written copy of the evaluation (Teacher Evaluation Form). Both the teacher and evaluator shall sign and date the evaluation form. The teacher by affixing his/her signature to the evaluation indicates only that he or she has received and read such form and that it does not necessarily indicate that he/she agrees with the evaluation, comments and ratings. Teacher remarks may be written and attached to the evaluation form within five (5) working days.

### RATING SYSTEM

- A. Teacher job performance criteria, duties and responsibilities shall be judged and rated by the evaluator on each formal evaluation. The evaluator shall select from the following ratings:
  - E) Effective - Met district expectations.
  - N/I) Needs Improvement - See comments for suggestions to strengthen this area.
  - U) Unsatisfactory - Did not meet district expectations.
  - N/O) Not Observed - Cannot evaluate due to insufficient information.



SUPPORT RECOMMENDATIONS

**JOB CRITERIA NUMBER:** \_\_\_\_\_

NEEDED IMPROVEMENT:

MEANS/RESOURCE HELP:

OTHER:

**JOB CRITERIA NUMBER:** \_\_\_\_\_

NEEDED IMPROVEMENT:

MEANS/RESOURCE HELP:

OTHER:

**JOB CRITERIA NUMBER:** \_\_\_\_\_

NEEDED IMPROVEMENT:

MEANS/RESOURCE HELP:

OTHER:

**JOB CRITERIA NUMBER:** \_\_\_\_\_

NEEDED IMPROVEMENT:

MEANS/RESOURCE HELP:

OTHER:

# NARRATIVE COMMENTS

TEACHER'S COMMENTS:

EVALUATOR'S COMMENTS:

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Teacher's Signature

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Date

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Evaluator's Signature

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Date

## **APPENDIX B**

### **PAINT VALLEY LOCAL SCHOOL TEACHER JOB DESCRIPTION**

The Board of Education recognizes that excellent classroom teachers are the basis for a sound educational program. It also recognizes that a teacher must demonstrate numerous competencies and skills in the classroom in order to be successful. The following list should assist all teachers in being aware of what is expected as a teacher in the Paint Valley Local Schools. All teachers new to the system or already established should carefully read and familiarize themselves with the following section:

1. The teacher implements board of education and administrative policies, rules, regulations and directives.
  - A. Does the teacher have access to Board Policy Handbook?
  - B. Does the teacher possess student-teacher handbooks?
  - C. What policy, rule or regulation was violated?
  - D. What building rule or directive was not followed or implemented?
  - E. Does the teacher meet deadlines?
  - F. Does the teacher accurately complete office forms?
  - G. Is the teacher dependable and punctual?
2. The teacher demonstrates professional growth.
  - A. Does the teacher seek involvement in appropriate activities?
  - B. Does the teacher participate actively in workshops, seminars, university classes, etc. to further expertise?
  - C. Does the teacher keep abreast of educational techniques and programs through professional reading?
  - D. Is the teacher open to further training?
  - E. Is the teacher open to suggestions?
  - F. Does the teacher demonstrate positive attitudes?
  - G. Does the teacher learn from other good role models?
3. The teacher appropriately utilizes standardized test results.
  - A. Does the teacher understand how to analyze and use test data to direct instruction?
4. The teacher contributes to the welfare of the school district.
  - A. Does the teacher support district policies, philosophies, and practices?
  - B. Does the teacher communicate effectively with parents?
  - C. Does the teacher contribute to school committees and work groups?
  - D. Does the teacher demonstrate sound judgment in critical school situations?
  - E. Does the teacher maintain confidentiality?
  - F. Is the teacher open to educational innovation and change?

- G. Does the teacher respect parameters of a situation before reacting?
  - H. Does the teacher demonstrate support of students and school programs by attending extra-curricular activities?
5. The teacher effectively utilizes special personnel.
    - A. Does the teacher refer students to appropriate resource personnel?
    - B. Does the teacher consult with appropriate resource personnel to resolve classroom issues?
  6. The teacher takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
    - A. Does the teacher report any safety hazards that occur in the classroom or on the playground?
    - B. Does the teacher promptly read all correspondence pertaining to the health or safety of a child?
    - C. Does the teacher review cumulative records to check medical history?
    - D. Does the teacher carefully supervise the use of classroom equipment and report needed repairs?
  7. The teacher maintains accurate, complete and correct records as required by law, district policy, and administrative regulation.
    - A. Does the teacher record complete information on report cards?
    - B. Does the teacher record complete information on cumulative folders?
    - C. Does the teacher maintain accurate attendance records?
    - D. Does the teacher maintain accurate records for all money collected?
    - E. Does the teacher complete quality of work reports in a timely fashion?
    - F. Does the teacher maintain accurate records of equipment and supplies?
    - G. Does the teacher provide an accurate inventory to appropriate personnel?
    - I. Does the teacher record assessment of student performance?
  8. The teacher develops lesson plans that support academic content standards, address student potential and address individual needs.
    - A. Does the teacher develop lessons plans to support academic content standards?
    - B. Does the teacher develop lesson plans that address individual student needs?

9. The teacher appropriately plans for student intervention.
  - A. Does the teacher use diagnostic and remedial procedures where appropriate?
10. The teacher demonstrates knowledge of subject matter.
  - A. Does the teacher appropriately respond and answer knowledge/content questions in the classroom?
11. The teacher teaches the academic content standards.
  - A. Is there evidence that the teacher knows and uses academic content standards in daily teaching?
  - B. Does the teacher develop lesson plans that reflect academic content standards?
  - C. Does the teacher properly pace content so all academic content standards are covered?
12. The teacher provides opportunities for students to utilize higher order thinking skills?
  - A. Does the teacher allow students to express views openly and constructively?
  - B. Does the teacher require students to give reasons to support the judgment/conclusions they make?
  - C. Does the teacher urge students to offer new thought and different ideas?
  - D. Does the teacher explore alternate solutions with students?
  - E. Does teacher ask a wide range of questions--from recall to evaluations--both orally and written?
  - F. Does the teacher ask questions of all students?
  - G. Does the teacher ask questions which build on student responses?
  - H. Does the teacher dignify incorrect responses?
13. The teacher will use teaching tools and resources effectively.
  - A. Does the teacher use technology effectively?
  - B. Does the teacher use computer lessons effectively?
  - C. Does the teacher preview audio-visual before using?
  - D. Does the teacher use maps and globes effectively?
  - E. Does teacher use a variety of audio-visual aids to help both auditory and visual learners?
  - F. Does teacher use materials other than textbooks?
  - G. Does teacher write legibly?
  - H. Does teacher differentiate according to learning styles?
14. The teacher effectively applies principles of learning.
  - A. Does the teacher employ a variety of practices to hold student interest and motivate students to become involved in the learning experience?

- B. Does the teacher practice a variety of strategies for reinforcing learning and behaviors?
  - C. Does the teacher employ methodologies and materials for different learning styles?
  - D. Does the teacher give appropriate feedback to student?
  - E. Does the teacher circulate among students?
  - F. Does the teacher employ effective practice principles?
  - G. Does the teacher present each idea in logical sequence?
15. The teacher effectively uses a variety of instructional techniques.
- A. Does the teacher use multi-faceted, multi-media approach?
  - B. Does the teacher vary technique from day to day?
  - C. Does the teacher change techniques as required to stimulate and motivate students?
  - D. Does the teacher initiate student involvement?
  - E. Does the teacher use library and internet resources?
16. The teacher maintains positive control of the classroom.
- A. Does the teacher promote student self-discipline?
  - B. Does the teacher know all school rules and school policies?
  - C. Does the teacher ensure that every student has been informed of all rules?
  - D. Does the teacher keep classroom rules few and simple?
  - E. Is the teacher fair and consistent?
  - F. Does the teacher convey positive, accepting manner?
  - G. Does the teacher provide opportunity for success for each student?
  - H. Does the teacher create a pleasing physical classroom environment?
17. The teacher maintains positive rapport with students.
- A. Does the teacher try to understand the reason for each student's behavior?
  - B. Does the teacher avoid sarcasm and ridicule?
  - C. Does the teacher avoid fraternization?
  - D. Does the teacher compliment students for good work, effort and improvement?
  - E. Does the teacher judge students on present efforts, rather than on past performances?
  - F. Is the teacher a good role model for student?
18. The teacher effectively manages class time.
- A. Does teacher appropriately pace instruction?
  - B. Does teacher use time effectively?
  - C. Does teacher have student involved in meaningful activity throughout the period?
  - D. Does teacher maintain effective classroom routines?
  - E. Does teacher stimulate student interest?
  - F. Does teacher allow "wait time" with questioning?

19. The teacher demonstrates flexibility in adapting to changes in schedule and plans.
  - A. Does the teacher make changes or revisions to reflect unusual circumstances?
  - B. Does the teacher recognize the need for revision due to student verbal and non-verbal cues?
  - C. Does the teacher make changes based on the level of student understanding?
  
20. The teacher appropriately monitors student progress.
  - A. Does the teacher check for understanding?
  - B. Does the teacher pretest to establish student level of learning?
  - C. Does the teacher use a variety of sources of information to diagnose student needs?
  - D. Does the teacher use a variety of formats to monitor student progress?
  - E. Does the teacher use test results to revise instruction?
  - F. Does the teacher evaluate the effectiveness of tests?
  
21. The teacher enables students to achieve to their potential.
  - A. Does the teacher understand the relationship between aptitude and achievement in terms of grading?
  - B. Does the teacher use knowledge of the student's test profile to diagnose student needs and plan for intervention?
  - C. Does the teacher use pre/post test data to determine student progress?
  - D. Does the teacher use a variety of techniques to assess on-going achievement?
  - E. Does the teacher keep records of student progress and regroup when changes in learning rate occur?
  - F. Does the teacher construct tests which reflect stated objectives?
  - G. Does the teacher help student believe that achievement at a higher level is possible?
  - H. Does the teacher help student engage in self-directed study outside of the classroom?
  - I. Does the teacher help student see that subject matter and school achievement relate to life outside school?
  - J. Does the teacher avoid structuring subject matter and classroom environment in such a way as to create aversive reactions?
  - K. Does teacher understand and adhere to the district grading and homework policies?
  
22. The teacher maintains a positive working relationship with school personnel.
  - A. Does the teacher demonstrate willingness to share strategies, methodologies and constructive input with fellow staff members?
  - B. Does the teacher avoid sarcasm, ridicule and other negative criticism regarding staff members?
  - C. Does the teacher willingly work with others to achieve common goals of school?

23. The teacher maintains an effective working relationship with parents.
- A. Does the teacher keep parent properly informed about class activities and assignments?
  - B. Does the teacher welcome parent suggestions or ideas?
  - C. Does the teacher call parent when a problem arises?
  - D. Does the teacher exercise good listening skills?
  - E. Does the teacher contact parent for both positive and negative updates?
  - F. Is the teacher appropriately prepared for teacher-parent conference?
  - G. Does the teacher offer concrete suggestions to the parent to improve the child's area(s) of concern?
24. The teacher maintains an effective working relationship with the school system.
- A. Is the teacher supportive of district goals?
  - B. Does the teacher make a meaningful contribution to school climate?
  - C. Is the teacher a team player?
  - D. Is the teacher loyal?
  - E. Does the teacher demonstrate regular attendance?
25. The teacher communicates clearly both orally and in writing with all segments of the school community.
- A. Does the teacher use correct spelling and grammar in written communications?
  - B. Does the teacher articulate clearly and correctly in verbal communications?
  - C. Does the teacher keep a friendly tone of voice?
  - D. Does the teacher avoid sarcasm at all times?
  - E. Does the teacher face and talk to the listener(s)?
  - F. Does the teacher use appropriate voice volume?
26. The teacher maintains appropriate professional appearance.
- A. Does the teacher dress appropriately for the teaching assignment?
27. The teacher effectively completes other job performance criteria as assigned.
28. The teacher arrives to school on time.

PAINT VALLEY LOCAL SCHOOL DISTRICT  
**APPLICATION FOR LEAVE**

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

I. \_\_\_\_\_  
EMPLOYEE'S NAME

Time Submitted: \_\_\_\_\_

Check One:

Except emergency personal leave, request for Personal Leave must be submitted 72 hours in advance.

- |                                    |   |
|------------------------------------|---|
| 1. _____ Personal Leave            | 7. _____ Jury Duty                      |
| 2. _____ *Emergency Personal Leave | 8. _____ Assault Leave                  |
| 3. _____ *Professional Leave       | 9. _____ Child Care Leave               |
| 4. _____ Sick Leave                | 10. _____ Leave Without Pay             |
| 5. _____ Vacation Leave            | 11. _____ Bus Trip Leave Without Pay    |
| 6. _____ Association Leave         | 12. _____ *Other-Describe Purpose Below |

Application for sick leave is for reasons permitted under board policy and ORC 3319.141.

If evidence substantiates leave was not in compliance with above requirements, pay shall be deducted.

\*

\*Specific purpose and destination: REQUIRED FOR EMERGENCY PERSONAL/PROFESSIONAL/OTHER: \_\_\_\_\_

Date(s) of requested leave: \_\_\_\_\_

AM Only \_\_\_\_\_ PM Only \_\_\_\_\_ FULL DAY \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

For Official Use Only

II. Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Principal's Signature

Superintendent's Signature

Date

Date

III. Employee shall be notified of approval/disapproval at least 24 hour before date of leave.

Substitute's Name

Date(s) worked

**APPENDIX D**

**PAINT VALLEY LOCAL SCHOOLS  
ACADEMIC STIPEND  
APPLICATION FOR APPROVAL**

Date \_\_\_\_\_

Teacher's Name \_\_\_\_\_

Purpose of taking course \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of University	Course Name and Number	Number of Hours (Indicate sem. or qt.)	Tuition Cost	Enrollment Dates	
				Start	Ends

This application **MUST** be approved by the Superintendent in advance of course enrollment.

Courses **MUST** be in the field of education.

Upon completion of course grade report **MUST** be submitted to the Superintendent.

Payment will be made the following September after successful completion of course and only if the teacher is in employment (Paint Valley Schools) at that time.

**FOR OFFICE USE ONLY:**

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**REMEMBER:** Always turn into the Treasurer's Office any cost information that you have concerning the cost of the course that you are taking. It is always best to turn this information in when you have registered for your course as this is the time that you are most likely to have the cost information. Cost material could be brochures, flyers, letters, etc.

**APPENDIX E**

**APPLICATION FOR ACADEMIC STIPEND REIMBURSEMENT**

ARTICLE XXV of the Negotiated Agreement between the Paint Valley Local Board of Education and the Paint Valley Local Teachers Association

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- 25.01 The Paint Valley Local Board of Education agrees to provide an academic stipend for any certified teacher at the rate of up to \$180.00 per semester hour and up to \$120.00 per quarter hour with the maximum payable amount being nine (9) semester hours or twelve (12) quarter hours. This amount will be payable in September with proof of enrollment dates.
- 25.02 Courses must be approved in advance by the Superintendent.
- 25.03 Courses shall be in field of education.
- 25.04 Application for payment will be made in September after successful completion of the course.
- 25.05 Payment will only be made if teacher is in the employment of the Paint Valley Local School District at the time of application for payment.

I, \_\_\_\_\_, hereby make application for academic stipend  
 NAME

reimbursement in accordance with ARTICLE XXV of the negotiated agreement between the Paint Valley Local Board of Education and the Paint Valley Local Teachers Association. Application is made for the following course(s).

Course Name	Code #	# of Hours	University/College	***Cost Per Enrollment			
				Semester Hour	Quarter Hour	Start	End

You need to provide proof of:

Number of hours and kind (Transcript or grade report), Cost per hour (Canceled Ck. w/ receipt or proof from University/College of their charge per hour).

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

COST PER HOUR can be proven by whatever information that you had (printed material) that informed you what the cost per hour would be - Brochures, registration materials, etc.

PLEASE COMPLETE AND RETURN WITH ATTACHMENTS TO TREASURER'S OFFICE.

**APPENDIX F**

**PAINT VALLEY LOCAL  
TEACHERS' ASSOCIATION  
FORMAL GRIEVANCE PRESENTATION**

(To be completed by aggrieved person within thirty (30) days from the occurrence)

Aggrieved  
Person \_\_\_\_\_

Date of Formal  
Presentation \_\_\_\_\_

Home address of  
Aggrieved Person \_\_\_\_\_

School  
Assignment \_\_\_\_\_

Principal or Supervisor \_\_\_\_\_

Statement of Grievance:

Action Requested:

\_\_\_\_\_  
Signature of Aggrieved

**DECISION OF PRINCIPAL**

(To be completed by Principal, or other appropriate administrator, within five (5) days from grievance presentation)

Aggrieved Person \_\_\_\_\_

Date of Formal Grievance Presentation \_\_\_\_\_

School \_\_\_\_\_

Principal \_\_\_\_\_

Decision of the Principal and Reason:

Date of Decision \_\_\_\_\_

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

Aggrieved Person's Request:

To be completed by aggrieved within five (5) days of decision.

I accept the above decision of the Principal.

I hereby refer the above decision for appeal to the Superintendent of schools.

Date of Response \_\_\_\_\_

Signature of Aggrieved \_\_\_\_\_

## DECISION BY SUPERINTENDENT

(To be completed by the Superintendent of schools within five (5) days after meeting with aggrieved. Meeting to be held within five (5) days after receipt of appeal)

Aggrieved Person \_\_\_\_\_

Date of Formal Grievance Presentation \_\_\_\_\_

Date Appeal Received By Superintendent \_\_\_\_\_

Date Meeting Held By Superintendent \_\_\_\_\_

Decision of Superintendent and Reasons:

Date of Decision \_\_\_\_\_

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

Aggrieved Persons Response:

To be completed by aggrieved within five (5) days of decision.

- I accept the above decision of the Superintendent of schools.
- I hereby appeal, to the Board of Education for a review of this grievance. (Submitted to Treasurer within five (5) days)

Date of Response \_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved

**REVIEW BY BOARD OF EDUCATION**

Aggrieved  
Person \_\_\_\_\_

Date of Formal Grievance  
Presentation \_\_\_\_\_

- The attached grievance is hereby appealed to the Board of Education for a review and hearing. Board hearing to be held within thirty (30) days after receipt of appeal.

Date of Referral  
To Board \_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved

To be completed by Board of Education Chairman within ten (10) days after Board hearing with aggrieved.

Date appeal received by Board of Education \_\_\_\_\_

Date hearing held by Board of Education \_\_\_\_\_

Decision of Board of Education and Reasons:

Date of Decision \_\_\_\_\_

\_\_\_\_\_  
Signature of Board Chairman

Aggrieved Person's Response:  
days of

To be completed by aggrieved within five (5)  
decision. (To the Superintendent)

- I accept the above decision of the Board of Education.
- I hereby request that the grievance be submitted to arbitration.

Date of Response \_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved

**APPENDIX H**

**HEALTH AND WELFARE PLAN  
SUMMARY PLAN DESCRIPTION**

**PLAN NAME:**

Paint Valley Local School District

**NAME AND ADDRESS OF PLAN SPONSOR & ADMINISTRATOR:**

Paint Valley Local School District  
7454 U.S. Route 50  
Bainbridge, OH 45612

**TYPE OF PLAN:**

Dental and vision benefits

**DESIGNATED AGENT FOR SERVICE OF LEGAL PROCESS:**

Paint Valley Local School District

**CLAIMS ADMINISTRATOR:**

Professional Risk Management  
Southbridge Executive Park  
7260 West Blvd., Bldg. H  
P.O. Box 1049  
Youngstown, Ohio 44501  
(216) 726-5666  
1-800-331-7620



**APPENDIX J**

**FAMILY LEAVE REQUEST FORM**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

School: \_\_\_\_\_ Number of Days Requested: \_\_\_\_\_

Date(s) of Leave: Beginning \_\_\_\_\_ Through \_\_\_\_\_

Type of Leave (check one)

Serious personal health condition

Serious health condition of family member

Childbirth

Adoption or foster care of a child

I understand the policy of the Board of Education regarding family leave and agree to abide by its provisions.

[ ] (Copy attached)

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Superintendent's Approval \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX K**

**EMPLOYER RESPONSE TO EMPLOYEE REQUEST FOR  
FAMILY OR MEDICAL LEAVE**

Date: \_\_\_\_\_

TO: \_\_\_\_\_ (Employee's Name)

FROM: \_\_\_\_\_ Employer Representative

Subject: Request for Family/Medical Leave

On \_\_\_\_\_ (date), you notified us of your need to take family/medical leave due to:

- the birth of a child, or the placement of a child for adoption or foster care; or
- a serious health condition that you need care for; or
- a serious health condition affecting your  spouse,  child,  parent, for which you are needed to provide care.

You notified us that you need this leave beginning on \_\_\_\_\_ (date)  
and that you expect leave to continue until on or about \_\_\_\_\_ (date)

Except as explained below, you have a right under the FMLA for up to twelve (12) weeks of unpaid leave in a twelve (12) month period for the reasons listed above. Also, your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work and you must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave. If you do not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; or (2) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.

This is to inform you that: (check appropriate boxes; explain where indicated)

1. You are  eligible  not eligible for leave under the FMLA.
2. The requested leave  will  will not be counted against your annual FMLA leave entitlement.
3. You  will  will not be required to furnish medical certification of a serious health condition. If required, you must furnish certification by \_\_\_\_\_ (insert date) (must be at least fifteen (15) days after you are notified of this requirement) or we may delay the commencement of your leave until the certification is submitted.

4. You may elect to substitute accrued paid leave for unpaid FMLA leave. We  will  will not require that you substitute accrued paid leave for unpaid FMLA leave. If paid leave will be used, the following conditions will apply: (Explain)
5.
  - a. If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA leave. Arrangements for payments have been discussed with you and it is agreed that you will make premium payments as follows: (Set forth dates, e.g., the 10th of each month, or pay periods, etc. that specifically cover the agreement with the employee.)
  - b. You have a thirty (30) day grace period in which to make payment. If payment has not been made timely, your group health insurance may be cancelled, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.
  - c. We  will  will not pay your share of the premiums for your health insurance while you are on leave.
  - d. We  will  will not do the same with other benefits (e.g. life insurance, disability insurance, etc.) while you are on FMLA leave. If we do, when you return from leave you will be expected to reimburse us for the payments made on your behalf.
6. You  will  will not be required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is required but not received, your return to work may be delayed until such certification is provided.
7.
  - a. You  are  are not a "key employee" as described in 825.218 of the FMLA regulations. If you are a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us.
  - b. We  have  have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial or grievous economic harm to us. (Explain (a) and/or (b) below.)
8. You  will  will not be required to furnish us with periodic reports of your status and intent to return to work every thirty (30) days while on FMLA leave.
9. You  will  will not be required to furnish recertification every thirty (30) days relating to a serious health condition. (Explain below, if necessary.)



For certification relating to care for an employee's seriously ill family member, complete Items 13 thru 17 below as they apply to the family member and proceed to Item 20.

13. Is inpatient hospitalization of the family member (patient) required?  
 Yes  No
14. Does (or will) the patient require assistance for basic medical, hygiene, nutritional needs, safety, or transportation?  Yes  No
15. After review of the employee's signed statement (See Item 17 below), is the employee's presence necessary or would it be beneficial for the care of the patient? (This may include Psychological comfort.)  Yes  No
16. Estimate the period of time care is needed or the employee's presence would be beneficial.

**Item 17 is to be completed by the employee needing family leave**

17. When Family Leave is needed to care for a seriously-ill family member, the employee shall state the care he/she will provide and an estimate of the time period during which this care will be provided, including a schedule if leave is to be taken intermittently or on a reduced-leave schedule.

18. \_\_\_\_\_  
Employee Signature

19. \_\_\_\_\_  
Date

20. \_\_\_\_\_  
Signature of Physician or Practioner

21. \_\_\_\_\_  
Date

22. Type of Practice (Field of Specialization, if any) \_\_\_\_\_

APPENDIX M

Coach Evaluation  
Paint Valley Local Schools

Name \_\_\_\_\_

Sport and Season \_\_\_\_\_

Date \_\_\_\_\_

Rate the job performance with a scale of exemplary, adequate, needs improvement, and unsatisfactory.

**Organization**

- Preseason (paperwork, try-outs, distribution of uniforms, and scheduling) \_\_\_\_\_
- Season (scheduling, paperwork and various forms needed throughout the year) \_\_\_\_\_
- Postseason (Uniform and equipment inventory, banquet requirements) \_\_\_\_\_
- Communication with AD, Principal, and Treasurer \_\_\_\_\_

**Professionalism**

- On time for practices and games \_\_\_\_\_
- Appropriate language \_\_\_\_\_
- Rapport with athletes and parents \_\_\_\_\_
- Dress \_\_\_\_\_
- Following the athletic handbook and school policy \_\_\_\_\_

Signature of Coach \_\_\_\_\_

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

**ADDENDUM 1**

**MEMORANDUM OF UNDERSTANDING**

Any faculty workroom not having a computer that is networked to a copier shall have a computer added to that faculty workroom by a donation of computers donated by the Ohio Education Association.

For the Association

For the Board

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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