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# **AGREEMENT**

**Between the**

**PIQUA CITY SCHOOL DISTRICT**

**and the**

**PIQUA EDUCATION ASSOCIATION**

**August 1, 2011 – July 31, 2014**

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## AGREEMENT

The Piqua City School District Board of Education, also hereafter called "Board" and the Piqua Education Association, an affiliate with the Ohio Education Association and National Education Association, also hereafter called the "Association" have reached agreement on various matters and wish to put their agreement in writing.

In consideration of their mutual promises the parties agree to the following:

### ARTICLE I COLLECTIVE BARGAINING PROVISIONS

#### Section A. Exclusive Representative; Challenge

1. The parties hereby acknowledge that the Association is presently the exclusive representative under ORC Chapter 4117 for the bargaining unit hereinafter defined.
2. The status of the Association as exclusive representative for the bargaining unit may be challenged by another employee organization in accordance with the procedures set forth in ORC Chapter 4117.

#### Section B. Bargaining Unit

1. The Bargaining unit shall consist of certified staff employed under the following job classifications: Classroom Teacher, Librarians, School Nurses, Guidance, Title I, and Speech and Hearing Therapists. The use of the title "staff member" in this agreement shall be interpreted so as to refer only to bargaining unit members.
2. The following certified positions shall be excluded from the bargaining unit: Superintendent, Assistant Superintendent, Administrative Assistants, Directors, Principals, Assistant Principals, School Psychologists, Substitutes, Tutors, Home Instructors, and holders of other positions whose duties are deemed supervisory under the provisions of Ohio Revised Code Section 4117.01.

#### Section C. Scope of Negotiations

The scope of negotiations shall be all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.

#### Section D. Initiation of Negotiations

1. If either party wishes to negotiate items which are subjects of bargaining as defined by Section C above, it shall notify the other party, no later than January 10 of the calendar year in which this Agreement is set to expire. The Association shall direct such notice to the Superintendent, and the Board shall direct any such notice to the President of the Association. Such notice shall be accompanied by a list of the members of the negotiations team.
2. Within ten (10) days after receipt of such notice or any other mutually agreed upon time, an initial meeting will be held at which time both parties will submit fully written proposals for modifications to the negotiated agreement. No additional proposals may be submitted after the initial exchange, absent a mutual agreement to add such proposal to the agenda for negotiations.
3. The chief negotiators for the parties shall arrange a place, date and time for the commencement of negotiations, and shall determine which type of bargaining procedure, either Traditional or Interest-Based Bargaining will be used. This shall be done no earlier than January 20 of the calendar year in which this Agreement is to expire and no later than the first working day in February of such year.

## Section E. Bargaining Procedure

Depending upon which type of bargaining the negotiations teams choose, the following rules and procedures shall govern the bargaining process:

### 1. Traditional Bargaining

#### a. Bargaining Teams

The Board and the Association may each appoint no more than three (3) persons to serve on the negotiations team to sit at the table, of that number no more than one (1) member may be an individual who is not a board employee. The parties may also appoint one (1) permanent observer, who shall not sit at the table except as permitted below. Each party shall continue throughout the negotiations period with the same number of members. In the event a team member cannot fulfill his/her responsibility the permanent observer shall sit at the table as a member.

Each bargaining team may designate three (3) persons to observe in addition to the permanent observer to be present during the bargaining sessions. The observers shall not have the privilege of communicating or participating in negotiations while the teams are at the table except as otherwise provided.

No fewer than six (6) of the seven (7) persons involved in the negotiations process (negotiating team, permanent observer, and observers) for either side must be employees of the Board.

#### b. Bargaining Definitions

- (1) **Caucus** – either bargaining team may call for a caucus during a bargaining session. A caucus shall be for a period not to exceed thirty (30) minutes unless mutually agreed upon.
- (2) **Recess** – a recess in the bargaining session may be called for by either team when it is determined that further progress cannot be made at the present session. A recess shall not commence until the time, place, and date have been established for the next session, which shall not be longer than seven (7) calendar days from the present session, unless an extension beyond the seven (7) calendar days is mutually agreed upon. No session shall exceed two (2) hours unless extended by mutual agreement.
- (3) **Ad Hoc Committee** – ad hoc committees may be created by the bargaining teams to study a given area and make a report at a specified time as directed by the teams.
- (4) **Exchange of Information** – The Board and the Association agree to provide, upon written request by the Association president or chief negotiator to the Superintendent or by a written request by the Superintendent to the Association president, routinely prepared materials which may be pertinent to subjects which might be discussed during negotiations.
- (5) **Progress Reports** – each bargaining team shall be responsible to make periodic progress reports to the respective party they represent during the bargaining period. The parties to this agreement further agree that while negotiations are in progress, any release prepared for the news media shall be jointly issued. Once impasse has been declared by either party, such limitation shall be waived; however, press releases should be provided to the other party, as a courtesy, at the time of release.
- (6) **“Good Faith” Bargaining** – good faith requires that the Association and the Board be willing to consider each other’s negotiable proposals with an intent to reach agreement.
- (7) **Bargaining** – all bargaining shall be done in executive session.

- (8) **Consultants** – either bargaining team may utilize the assistance of consultants at any session to assist in the process. Consultants are persons with expertise in a specific field (dental, optical, etc.) who could offer information to both parties that would be helpful in the negotiations process. Cost of such consultants shall be borne by the team utilizing such consultants. The consultants shall not have the privilege of communicating or participating in negotiations while the teams are at the table except as otherwise provided.
- (9) **Length of the Bargaining Period** – the bargaining period shall be forty-five (45) calendar days from the first bargaining session. The length of the bargaining period may be extended by twenty (20) calendar days at the request of either party or extended to any length by mutual agreement of both parties.
- (10) **Tentative Agreement** – negotiation items shall be reduced to writing and initialed by representatives of each party at the time a tentative agreement is reached on such item.

## 2. Interest-Based Bargaining

At its most fundamental level Interest Based Bargaining (IBB) can be defined as an alternative style of negotiation that trained negotiators use to achieve positive results for both parties. It is a style that uses principles, assumptions, steps, and techniques that are distinctly different from traditional adversarial bargaining.

### a. Bargaining Teams

The Board and the Association may each appoint no more than five (5) persons to serve on the negotiations teams with all members being employees of the Board. It will be required that all team members be trained in the use of IBB.

### b. Ground Rules

Prior to bargaining, the parties need to reach agreement on:

- (1) Ground rules under which the bargaining will be conducted.
- (2) Ground rules providing for a smooth transition to traditional bargaining without litigation in the event that the IBB process breaks down.
- (3) Exchange of issues to be bargained including grouping and sequencing.

## Section F. Agreement

1. Preparing Issues for Presentation to the Bargaining Unit and Board for Approval—when agreement has been obtained on all issues submitted to the bargaining process, or issues have otherwise been resolved, the agreements shall be reduced to writing, be signed by members of the bargaining teams and presented to the bargaining unit within fifteen (15) calendar days of the final bargaining session for its approval. The Agreement will also be forwarded to the Board.

The Agreement as to each issue shall include the following provisions in writing:

- a. Provision of the agreement
- b. Date that said provisions are to be implemented

Once the agreement has been approved by the bargaining unit it shall be submitted to the Board for consideration at its next regular or special meeting, but no later than ten (10) calendar days after its approval by the Association. When approved by both parties, the Agreement shall be signed by the President of the Association and the Board, as well as any other individuals as may be designated by the parties on the signature page. Once executed, the agreement shall be entered into the official minutes of the Board.

2. Agreements reached hereunder shall be binding for not less than one (1) year from the date of implementation. The bargaining unit and its members shall not withhold services from the Board at any time during an unexpired negotiated Agreement.

### **Section G. Impasse**

Once impasse has been declared the parties will jointly request the assistance of the Federal Mediation and Conciliation Service to assist the parties in the resolution of the impasse in negotiations. Mediation shall begin as soon as the mediator can be available and shall continue until the expiration of this Agreement, and if the parties mutually agree, may continue thereafter. The cost of mediation, if any, shall be shared by the Board and the Association.

## **ARTICLE II GRIEVANCE PROCEDURE**

### **Section A. Philosophy**

The purpose of a grievance procedure is to secure, at the first possible administrative level, equitable solutions to grievances.

### **Section B. Grievance Defined**

A grievance is a complaint by a staff member or group of staff members (as defined in Section E [11] below), involving the alleged violation, misinterpretation or misapplication of the written provisions of this Agreement.

The Association may file a grievance as a representative of a group of staff members provided that the individuals who have allegedly been adversely affected are identified by the Association (e.g. name, the teachers at \_\_\_ school, the speech and hearing specialists). The Association may not file an anonymous grievance.

### **Section C. Procedure**

#### **Step 1.**

A staff member employed by the Board with an alleged grievance shall first complete Step 1 Section A of the Grievance Report Form (Exhibit I) for the initial meeting and discuss it with his/her Principal/Supervisor. The two of them shall attempt to resolve it. The staff member may ask any district employee to attend this meeting. This initial meeting must be requested within fifteen (15) working days from the date the staff member was allegedly aggrieved or the grievance shall be considered waived. Step 1 Section B of the Grievance Report form shall be completed by the Principal/Supervisor within three (3) working days of the initial meeting.

#### **Step 2.**

If the grievance is not resolved to the grievant's satisfaction through Step 1, and if the grievant wishes to pursue the grievance, the completed Grievance Report Form shall be submitted personally to the grievant's immediate Principal/Supervisor or the Principal/Supervisor's secretary within five (5) working days after the completion of Step 1. If the immediate Principal/Supervisor is absent from the district, the timeline will be suspended until his/her return or the appointment of an interim replacement. Within three (3) working days after receipt of the Grievance Report Form the Principal/Supervisor shall convene a hearing and meet with the grievant. At the grievant's option the grievant may be accompanied by an Association representative. The Principal/Supervisor shall write a disposition of the grievance within three (3) working days after such meeting by completing the Grievance Report Form and returning the original copy to the grievant. A copy of such shall also be sent to the Association Representative.

#### **Step 3.**

In the event that the grievant is not satisfied with the disposition of the grievance in Step 2, the grievant may file the Grievance Report Form with the Superintendent personally or the Superintendent's secretary.

The filing of such grievance shall take place within five (5) working days after the conclusion of Step 2. Days that the Superintendent/Designee is absent from the district shall not be counted towards the number set forth above.

The Superintendent/Designee will within five (5) working days conduct a hearing concerning the grievance. Participants at the hearing may include the Superintendent/Designee, the Principal/Supervisor, the grievant, the Association representative, the Association President, and any other staff members who is able to provide pertinent information to resolve the grievance. Within seven (7) working days from the close of the hearing, the Superintendent/Designee shall issue a written decision to the grievant with a copy to the Association Representative and Association President.

#### **Step 4.**

If the grievant is not satisfied with the disposition of the grievance at Step 3, the association and grievant must by mutual agreement request a hearing before an arbitrator. The request for arbitration shall be made within ten (10) working days following receipt of the disposition of the grievance in Step 3. The request for arbitration shall be made in writing to the Superintendent and personally filed with the Superintendent or Superintendent's secretary. Within ten (10) working days following receipt of the request for arbitration by the Superintendent, the Board or its designated representative and the Association shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of arbitrators. Arbitrators will be selected in accordance with the voluntary rules of AAA. Once the arbitrator has been selected, he/she will proceed with the arbitration on the grievance in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expected herein, nor shall he/she make any decision contrary to law. In no instance shall the arbitrator presume to allocate or appropriate the resources of the School District. The arbitrator shall be without power or authority to make any decision limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law except to the extent that such powers, duties and responsibilities are modified by the express provisions of this Agreement, or concerning the modification of salary schedules or the content performance valuations. In the event that a case is submitted to an arbitrator on which he/she has no power to rule it shall be referred back to the parties without decision or recommendation on its merit. The costs of the arbitrator shall be borne by the entity who loses the arbitration case.

#### **Section D. Definitions**

1. **Immediate Supervisor** – the first administrator who has the authority to resolve a grievance.
2. **Working Days** – days in which the grievant and/or the appropriate administrator are working under terms of their contract or by an agreement of the parties. The limitations noted in the procedure may be extended by written mutual agreement of the grievant and the administrator involved at that particular level.
3. **Group Grievance** – a grievance in which more than one (1) staff member is directly involved.

#### **Section E. Conditions**

1. The failure of the administrator or Board at any step of this procedure to communicate its decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. The staff member's failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at the last step completed unless the grievant withdraws the grievance within such time limits.
2. It will be the practice of all parties to process grievances after the regular workday has ended or at other times which do not interfere with assigned duties.
3. A grievance may be withdrawn at any level without prejudice or record.
4. Copies of all documents, communication, or records dealing with a grievance shall be furnished, upon request, to the grievant and the administrator involved with the grievance.

5. All documents, communications, or records dealing with a grievance shall be held separately from the personnel files of the grievant. The records shall be kept by the Treasurer of the Board.
6. In the event a grievance is filed after May 15 of any year, the Board and Administration shall use their best efforts to process the grievance prior to the end of the school year or as soon thereafter as possible.
7. This grievance procedure shall be the exclusive procedure for the resolution of disputes regarding interpretation of this collective bargaining agreement.
8. Nothing in the grievance procedure prohibits the grievant from discussing the matter informally with members of the administration through channels of communication.
9. After Step 2 of the procedure, the appropriate administrator has the right to invite persons of his/her choosing to any and all meetings or hearing involved in the grievance procedure.
10. The lodging of any grievance shall be the right of the staff member or staff members directly involved in the grievance and the Association shall not have the right to lodge a grievance without the consent of such staff member or staff members.
11. An identical grievance by two (2) or more staff members shall be considered as a single group grievance. A decision on such grievances applies to all staff members in the group and each shall be given a copy of the decision. A staff member may withdraw from a group grievance, in writing, any time before a decision is rendered; however, the staff member then waives any right to initiate the same or a substantially similar grievance. Any staff member directly involved in a group grievance may attend any meetings or hearings conducted for the resolution of the grievance; provided, however, that in no case shall more than five (5) of such staff members be in attendance at any one time at any meeting or hearing held pursuant to Steps 1 through 3 above.
12. Any staff member or group of staff members shall have the right at any time to present grievances to the employer without the intervention of the Association, provided that any adjustment or grievances as presented shall not be inconsistent with the terms of this Agreement and provided further that the Association shall have the right to be present at any and all grievance meetings or hearings other than the Step 1 meeting as provided.
13. Grievance forms may be obtained from building administrators and/or Association Representatives.

### **ARTICLE III** **COMPENSATION**

#### **Section A. Salary**

1. The annual salary for each staff member will be in accordance with the salary scheduled attached as Schedule A and Schedule B and incorporated in this Agreement as though here written. The salary shall be paid in twenty-six (26) bi-weekly payments. Salary payments are based upon the staff member's working for 186 days for the 2011-2012 School Year and 187 days for the 2012-2013 School Year and beyond. A staff member may make written request for payment in twenty-two (22) equal installments which shall be for the entire year. This designation will be changed only upon written request by the staff member. Such request shall be made prior to August 15 of the current contract year.
2. Supplemental duty salary for staff members will be in accordance with Schedules C and D attached to and incorporated in this agreement as though here written. The payment of said salary will be made according to Schedule F attached.
3. Salary – Summer School Teacher
  - a. Salaries for summer school teachers will be based on an hourly rate of .000775 of the BS Column, 0 Experience Step of the Salary Schedule.
  - b. Teachers of summer school will be reimbursed for six (6) hours of pre-school planning plus thirty (30) minutes planning time per four (4) hours of instruction time. The rate of reimbursement will be as defined in Section A, 3a.

#### 4. Emergency Period Substitute/Internal Substituting

- a. The administration shall make every reasonable effort to provide substitutes when staff members are unable to be present for their scheduled classes. No staff member shall be required to teach a class in substitution for an absent staff member.
  - b. In the event that a staff member is absent and the administration, making every reasonable effort, has been unable to secure a substitute, at the principal's discretion, a staff member may be asked to cover another staff member's classroom when available. Compensation for these additional responsibilities will be at a rate of .0075 of the BS Column, 0 Experience Step of the Salary Schedule, divided by six (6) for an hourly rate or divided by eight (8) for a rate per class period.
  - c. Staff members performing internal substituting will be required to complete an Internal Substitute Pay Voucher (Exhibit XI) to be submitted with the Principal's bi-weekly Payroll Adjustment Report. Payment shall be made as an addition to the staff member's regular paycheck for that pay period. In order to qualify for internal substitute pay, the staff member's absence must be reportable on the Payroll Adjustment Report. An absence which is reportable on the Payroll Adjustment Report form is one which is more than one-quarter ( $\frac{1}{4}$ ) of a day.
  - d. Maximum compensation per day for internal substituting will be one (1) period for staff members teaching in the secondary buildings and forty-five (45) minutes for staff members teaching in the elementary buildings. If a principal should find it necessary to parcel out students to one or more classrooms while attempting to secure a substitute teacher, staff members who have been allocated four (4) or more students for a period of ninety (90) minutes or more shall be compensated for forty-five (45) minutes.
5. It is the responsibility of the staff member to maintain a valid certificate/license. Failure to do so will require the Treasurer to withhold pay in accordance with provisions of the Ohio Revised Code.

#### **Section B. Professional Growth Reimbursement**

A staff member who earns credit from a accredited university or college (or attends a workshop or seminar for which a CEU is granted, but not credit) during the twelve (12) month period from September 15 to September 15 will be eligible to receive one-hundred dollars (\$100) per quarter hour (or equivalent) up to a maximum of sixteen (16) quarter hours. Three (3) CEU's shall be the equivalent of one (1) quarter hour. When converting from quarter hours to semester hours multiply the quarter hours by two (2) and divide by three (3). When converting from semester hours to quarter hours multiply by three (3) and divide by two (2). The following guidelines must be followed for reimbursement:

1. An official transcript or certificate of the credit (or such other evidence as will satisfy the Treasurer that the hours or CEU's have been earned) and proof of payment must be filed and attached to the Application for Reimbursement Form, included as Exhibit IX with the Treasurer by September 15, coursework completed between January 16<sup>th</sup> and September 15<sup>th</sup> for full reimbursement on the first pay following the September Board meeting or filed by January 15 coursework completed between September 16<sup>th</sup> and January 15<sup>th</sup> for full reimbursement on the first pay following the January Board meeting.
2. The staff member must have been in the employ of the Board prior to the earning of the credit and must also be an employee of the Board at the time of payment. Staff members who remain on the recall list shall be eligible for reimbursement.
3. The professional improvement and the advancement of the staff member shall be the object of the credit earned. Written approval must be obtained from the Assistant Superintendent if courses are not in education or directly related to the teaching field.
4. CEU reimbursement is applicable only if earned outside the school contract day.
5. Payment of tuition reimbursement will be made as prescribed in the Internal Revenue Service Code Section 127. This section provides that gross income of an employee does not include expenses, up to \$5,250 per year, paid or incurred by the employer for educational assistance to the employee if the

educational assistance is furnished pursuant to an education assistance program meeting the requirements of Code Section 127 (b).

Should IRS Code 127 expire and not be renewed, payment of tuition reimbursement will be made under Code Sections 132 and 162. These Code Sections require that an employee be reimbursed for courses which are job-related, as defined by the Internal Revenue Service. Reimbursement for courses which do not qualify as job-related may not be excluded from gross income. If implementation of this plan is required, specific details and information will be made available to staff members.

### **Section C. Longevity Section**

Upon employment, staff members will be granted his/her previous experience, up to a maximum of ten (10) years of experience on the salary schedule, in accordance with Ohio Revised Code, and will advance one (1) step for each completed year of employment.

### **Section D. Payroll Deductions**

1. Deductions shall be provided without cost for staff members for the following purposes:
  - a. Credit Union – provided that the deduction under the provision shall be subject to the rules and regulations of the credit union selected including the requirements for enrollment of the staff member.
  - b. United Fund and other charitable contributions designated by the staff member.
  - c. Association dues as authorized by the staff member.
  - d. Political contributions as authorized by the staff member.
  - e. Insurance payment as negotiated.
  - f. Tax sheltered annuities chosen by the staff member from the Board approved list.
  - g. Savings bonds.
  - h. YMCA and/or YWCA dues.
  - i. PEA Scholarship Fund.
  - j. Ohio Tuition Trust Authority.
2. Whenever possible, authorized deductions shall begin the first paycheck each year and shall be of equal amount as to each paycheck.
3. Continuing Membership – the Association may use an authorization for continuing membership for dues and assessments. Such authorization shall continue in effect until such time that the member gives written notice to the Treasurer of the Board and the Association to discontinue deductions, or employment with the Board terminates.

### **Section E. Severance Pay**

1.
  - a. Staff members will at the time of their separation from service with the Board be paid in cash for part of their accrued but unused sick leave credit. This amount shall be twenty-five percent (25%) of the total accrued days, not to exceed sixty (60) days.
  - b. In a contract year when a staff member does not use sick leave, such staff member will earn an additional one (1) day of severance payment upon retirement. This amount is in addition to the provisions outlined in Section E, 1a.
  - c. By November 1 of each year, staff members will receive a report indicating the number of days that will be added to their retirement severance pay for years of no use of sick leave.

2. The staff member must make application to the Board for such severance payment with the Board Treasurer according to procedures within sixty (60) days after the staff member's effective date of retirement. Disability retirement is not covered under the provisions of this section.
3. After the staff member's retirement is verified to the Office of the Board Treasurer by the retirement system, such payment shall be made on a regular pay date in January, unless otherwise arranged with the Treasurer. Such payment shall be made only once to a staff member.
4. If a staff member is eligible for the retirement incentive, as outlined in Article III, Section F, the severance payment will be added to the retirement incentive and such payment shall be made as defined under the retirement incentive payment plan.
5. Such payment shall be based upon the staff member's daily rate of base pay at the time of retirement exclusive of overtime or any supplementary pay.
6. Payment for sick leave under this policy shall be considered to eliminate all sick leave credit accrued by the staff member.
7. Such payment shall be made only to staff members with at least ten (10) years of service as an employee of the Board.
  - a. Only those staff members whose effective date of retirement with the State Teachers Retirement System or the School Employees Retirement System is no later than ninety (90) calendar days after their final day of paid service with the Piqua City Schools shall be eligible to be paid for such severance pay.
  - b. If a staff member eligible for severance pay dies, severance pay will be made to the staff member's estate as though the staff member had left employment in accordance with the provisions of Paragraph 5. The personal representative of the staff member shall apply for the severance pay hereunder.
8. Definitions:
  - a. Retirement is defined to be the complete processing of separation from the Board through submission of a retirement resignation and Board acceptance of such resignation and the verification of complete processing through the appropriate state retirement system.
  - b. A year of service for a staff member is defined as one hundred twenty (120) or more days of teaching during a given school year on contract as a regular employee. Substituting and tutoring are not applicable in this context.

#### **Section F. Retirement Incentive**

1. In addition to and separate from severance pay, any qualifying staff member will be provided a retirement incentive. An amount equal to twenty-four percent (24%) of the member's final year salary, exclusive of overtime or any supplementary pay, will be paid. To qualify for such severance pay, the staff member must have at least ten (10) years of Piqua service, five (5) years of which must be consecutive and in a paid status immediately prior to retirement.
2. To qualify for this incentive, a staff member, who is eligible for retirement by June 30 under any of Ohio's public employees retirement systems must give written notice to the Superintendent by no later than March 30 of the year he/she "first becomes eligible for full retirement" under one of Ohio's public employee retirement calculations. The effective date of retirement must be no earlier than the day after the staff member's last work day of the school year, or June 30, whichever comes sooner in a given year.
3. "First becomes eligible for full retirement" for the purposes of this provision is defined as having thirty (30) years of STRS Service Credit.
4. A staff member who is eligible for "full retirement" and fails to notify the Superintendent by the March 30 deadline forfeits any and all rights to his/her retirement incentive.

5. Any staff member who elects not to resign his/her employment with the Board at the end of the work year in which he/she "first becomes eligible for full retirement" through STRS, shall forfeit any and all rights to his/her retirement incentive.
6. The Treasurer will combine the retirement incentive to any severance pay due the staff member and the sum will be paid to the staff member in three equal payments. A payment will be made to the staff member in January of each of the next three (3) years, unless otherwise arranged with the Treasurer. Arrangements may be made for the payment date of the retirement incentive/severance; however, no arrangements can be made to change the three (3) year payment requirement.
7. If a staff member eligible for the retirement incentive dies, the total incentive remaining will be made to the staff member's estate at the time of his/her death.

#### **Section G. Contribution to Retirement System**

The Board shall contribute to the State Teachers Retirement System, in addition to the Board's required employer contribution, an amount equal to each staff member's contribution to the State Teachers Retirement System in lieu of payment to such staff member. Such amount contributed by the Board on behalf of the staff member shall be treated as a mandatory salary reduction from the contract salary payable to such staff member.

#### **Section H. Workers' Compensation**

1. Any staff member is entitled to Workers' Compensation due to a Piqua City Schools service-connected occupational illness or injury in accordance with the rules and regulations of the State of Ohio Bureau of Workers' Compensation. Such member should notify the Treasurer's office within twenty-four (24) hours or as soon as practical. Proper application to the Bureau of Workers' Compensation will be made via specified forms completed by the injured staff member through the Treasurer's office.
2. Staff members have the following options:
  - a. Elect to use accumulated sick leave credits first and to go under Workers' Compensation when sick leave credits are expired.
  - b. Elect to take Bureau of Workers' Compensation payments in lieu of using accumulated sick leave.
3. In the event of a disagreement, misinterpretation, or misapplication of this provision, or in the event of changes in the Workers' Compensation laws, the parties agree that the rules and regulations of the Workers' Compensation shall prevail.

#### **Section I. Electronic Payroll**

Each staff member shall receive his/her wages through the Direct Deposit Program, providing for payment of such wages to the financial institution of his/her choice. Said option shall be exercised by completing such forms as the Treasurer may require. The effective exercise of said option, which may apply to a checking account, a savings account, or a combination thereof, is contingent upon the consent of the staff member's financial institution.

#### **Section J. Early Notification of Resignation or Retirement**

Staff members will be paid \$500 or \$375, depending upon the date of notification, as a bonus for early notification of resignation or retirement. To qualify for payment, said resignation must be effective at the close of the school year and the Superintendent must receive the notification by February 1 of the year of resignation or retirement to receive \$500, and by March 1 of the year of resignation or retirement to receive \$375. Staff members qualifying for the retirement incentive are eligible for the early notification bonus, in addition to the retirement incentive, if the Superintendent receives notification by either February or March 1.

Payment for this early notification bonus will be added to the staff member's regular paycheck and made on or before June 30 of the year of resignation or retirement.

#### **Section K. Fees for Physicals for Van Certification and BCH Check for Coaches**

1. Staff members who hold positions which may require them to transport students in school-owned vans must be properly certified. State statutes establish guidelines for becoming certified. The Board will pay all costs for physicals required to become certified to drive school-owned vans.
2. Staff members who hold supplemental contracts as coaches are required to provide the district with a satisfactory criminal records check, including fingerprints. The Board will pay all costs for the BCII criminal record check and fingerprinting for staff members holding coaching supplementals.

**Section L. Board Match for 403b**

1. Eligible staff members shall be entitled to continue to elect to contribute by "salary reduction" to annuities and custodial accounts that are intended to be tax-qualified under Section 403(b) of the Internal Revenue Code ("TSA's"). Staff members shall be permitted to select the TSA provider for his/her contributions and shall be the sole owners of the TSA's. However, the Board may request hold harmless agreements from TSA providers as is permitted under applicable Ohio law.
2. All staff member salary reduction elections shall be made on forms supplied by the TSA providers. Salary reduction elections shall only be made prospectively; and staff members shall specify a dollar amount that is to be deferred to the TSA provider as of each payroll date. In order for a staff member's salary reduction election to be effective as of a particular payroll date, it must be filed with the Treasurer's office at least seven (7) days prior to that payroll date.

Staff members shall not be permitted to make salary reduction contributions to a TSA in any calendar year that exceeds the maximum amount that is permitted as a pre-tax deferral under the federal tax law. The Treasurer's office may suspend a staff member's deferrals for a calendar year if the deferrals will exceed such limits. If a staff member does have deferrals in excess of the federal tax law limits, the Treasurer's office may arrange for the TSA provider to repay the excess deferrals and earnings thereon, or to take other corrective measures as may be required or permitted under the federal tax law. The Treasurer's office may impose other administrative requirements on staff member salary reduction elections as the Treasurer's office believes is required to comply with federal tax law and other applicable law.

3. Beginning with the July 1, 2002 fiscal year and for each subsequent fiscal year during the term of this Agreement, the Board shall pay a "TSA Matching Contribution" on behalf of certain staff members who make salary reduction contributions to a TSA provider during such fiscal year. The amount of the TSA Matching Contribution shall be equal to twenty percent (20%) of the first one thousand dollars (\$1,000.00) of a staff member's salary reduction TSA contributions that are made on payroll dates occurring the fiscal year. Accordingly, two hundred dollars (\$200.00) is the maximum TSA Matching Contribution that may be made on behalf of any staff member for any fiscal year.

The Board shall pay its required TSA Matching Contributions one time per fiscal year, on or shortly after the end of the fiscal year. Payment shall be made to the TSA provider that is receiving, or last received, the staff member's salary reduction contributions; provided, however, that a staff member may provide written direction to the Treasurer's office to pay such amount to another TSA provider.

**Section M. Board Reimbursement**

The Board shall pay for state required background checks submitted after January 1, 2009. The Board shall also provide child abuse training as part of its annual in-service and other required state training.

**Section N. Change in Degree Allowance**

A request for change in degree allowance will be made with the District Treasurer. The Board shall permit and recognize forms filed on or before January 15 of any given contract. Staff members placement shall be adjusted according to the salary schedule for the applicable contract year to be effective the first day of each semester. Placement adjustments made at the start of the second semester will not be retroactive to the beginning of the school year.

**Section O. Performance Stipend**

A. The opportunity each school year:

1. Obtainment of a District "Excellent" rating a one time payment of 0.75% of the base salary.

B. The opportunity each school year:

1. Obtainment of a District "Excellent with Distinction" rating a one time payment of 1.25% of the base salary.

This stipend is to be paid to staff members on record as of September 1 of each year following the final official designated rating as reported from the Ohio Department of Education.

**ARTICLE IV**  
**INSURANCE**

**Section A. Life Insurance**

1. The Board will provide each staff member with a life insurance policy in the amount of \$50,000.00 with double coverage for accidental death or dismemberment.
2. Staff members have the option of converting the term life insurance under provisions of the policy by making the entire payment themselves, subject to the terms and conditions of the policy.
3. The Board will provide voluntary life insurance which may be purchased by a staff member in addition to the life policy provided in Section A, 1. Voluntary life insurance may be purchased for the staff member, their spouse and/or their dependent child(ren). The total cost of this voluntary life coverage shall be paid by the staff member through payroll deductions. Portability will be available for the coverage(s) and will continue to be offered provided that the coverage remains available through the carrier.
4. Staff members may enroll in the voluntary insurance coverage plan annually during the period between September 15 through October 15 or upon initial employment.
5. Staff members who do not enroll during his/her initial enrollment opportunity may purchase coverage and/or increase the amount of coverage currently being purchased during the next Voluntary Life Enrollment Period (September 15 through October 15); however, enrollment will be subject to providing Evidence of Insurability acceptable to the insurance company for any late entrants and/or additional amounts of voluntary life insurance coverage.

**Section B. Health Insurance**

1. Eligible staff members shall have the option of electing coverage under the health insurance plan, set forth below, which is offered by the Board. Eligibility for health insurance coverage is dependent upon the staff member's status as a regular employee of the Board. Substitute teachers, tutors and other irregular employees shall not be eligible for said coverages. The actual plan to be offered by the Board shall be specifically the Preferred Provider Option (PPO) Plan.

**Preferred Provider Option** – A preferred provider option insurance policy shall be available to all eligible staff members employed by the Board. The policy shall meet or exceed the specifications set forth below:

	<u>Network</u>	<u>Non-Network</u>
• Deductible	None	\$300/\$600 Single/Family
• Co-Insurance	0%	80/20%
• Maximum Out-of-Pocket	\$500/\$1000	\$1000/\$2000
• Office Visit Co-pay	\$15	20%
• Prescription Drug—Retail	\$10 generic \$20 formulary \$30 non-formulary	50% 50% 50%
• Prescription Drug—Mail Order	\$20 generic \$40 formulary \$60 non-formulary	Not Available Not Available Not Available
• Urgent Care	\$35	\$35
• Emergency Room	\$50	\$50
• Lifetime Maximum	\$5,000,000	\$5,000,000

Note: Insurance policy changes are made on policy renewal date of September 15, 2006.

Effective with the 2011-2012 school year (August 1, 2011), the Board shall contribute an amount equal to eighty-five percent (85%) of the single premium if a single plan is selected or eighty-five percent (85%) of the family premium if a family plan is selected.

2. Coverage and the Board paid benefits are not automatic. Staff members desiring coverage must complete the proper application forms through the office of the Treasurer and receive carrier approval prior to coverage. Any staff member denied insurance coverage by the carrier, shall be paid an amount equivalent to the Board premium share for the insurance coverage requested under Section B, 1 of this article.
3. Costs of the coverage will usually fluctuate from one year to the next. Final monthly cost figures will be distributed when available from the insurance carrier.
4. Staff members may elect to have premiums which they have paid for health insurance deducted from pre-tax dollars pursuant to IRS §125. Any administrative costs shall be borne by the Board.
5. The Board provides a dollar amount per policy per month and it is unacceptable for a married couple (when both husband and wife are employed by the Board) to receive a double benefit. This benefit will provide only the approved dollar amount per month per family.
6. Any staff member not enrolled in the health insurance plan is entitled to a payment in lieu of the Board payment as outlined in Article IV, Section B, #9 below.
7. Any proposed changes in medical coverage or change of carrier will be discussed with the Association prior to a decision, and the Board will initiate changes in either coverage or carrier which will reduce coverage as currently provided. In the event that the present carrier effects adverse changes in coverage, the Board and the Association will cooperate in soliciting bids from other carriers for mutually acceptable coverage at a cost not in excess of that being borne by the Board at the time of any such change.
8. Detailed description of the insurance provisions mentioned in this article are available to each staff member or may be obtained upon request at the expense of the Board.
9. **Incentive Not to Take Insurance** – Any staff member who, eligible to enroll in the health insurance plan, elects not to enroll within thirty (30) days of date of hire; or any staff member who notifies the Treasurer in writing of a change from family coverage to single coverage or from family or single coverage to no coverage through the submission of the form by November 1<sup>st</sup> annually will receive a lump sum payment as follows;

Drop Family Plan	\$2,500
Move from Family Plan to Single Plan	\$2,000
Drop Single Plan	\$1,500

The drop or decrease in health insurance coverage must be for a one year period, which is September 15 through September 14 of the following calendar year. The lump sum payment will be made on or before November 15 of the year designated for the drop or decrease in coverage.

The staff member must provide the Treasurer with proof of alternative health coverage when making a request to drop or decrease his/her coverage.

The staff member will sign a form indicating their desire to drop or decrease their type of health insurance coverage and certify that he/she will remain off the coverage or with the decreased coverage for the period of one year (September 15 through September 14 the following year). The form will include a certification from the staff member that if the designated change is for less than the one year period a full refund shall be made to the School District. Arrangements will be made with the Treasurer for repayment. (Application for Payment of Incentive Not to Take Insurance – Exhibit X)

Should circumstances occur, such as the staff member's losing his/her health coverage, reenrollment in the health care plan will be permitted, subject to the restrictions of the insurance carrier and repayment of the payment in lieu of taking insurance. The staff member should contact the Treasurer for the Health Insurance Application form.

### **Section C. Dental Insurance**

Effective with the 2011-2012 school year (August 1, 2011), the Board shall contribute an amount equal to eighty-five percent (85%) of the single premium if a single plan is selected or eighty-five percent (85%) of the family premium if a family plan is selected. Dental insurance policies shall provide for annual deductibles of \$25.00 for individual policies and \$50.00 for family policies. The maximum allowance will be \$1,000 per person per year and the maximum lifetime allowance for orthodontia will be \$1,000 per individual.

### **Section D. Vision Insurance**

Eligible staff members have the option of enrolling in vision care insurance offered by the Board, effective September 15, 2000. The plan will provide for a deductible of \$10 for an exam and \$15 for lens and frames with a \$75 frame allowance and \$100 allowance for contact lenses by using panel providers. Decreased payments will be provided for services from non-panel providers.

Effective with the 2011-2012 school year (August 1, 2011), the Board shall contribute an amount equal to eighty percent (85%) of the single premium if a single plan is selected or eighty percent (85%) of the family premium if a family plan is selected.

### **Section E. Insurance Study Committee**

The Association shall appoint, by September 15 each year, a total of twelve (12) representatives: one (1) representative from each elementary building and two (2) representatives from each secondary building, and one (1) ex-officio professional representative to the Piqua City School District Insurance Study Committee. The committee shall consider items related to the insurance program. The Superintendent shall appoint additional administrative staff as he/she deems necessary.

### **Section F. Flexible Spending Account**

Staff members shall have the option of participating in a Flexible Spending Account, administrative costs for such account are to be paid by the Board.

## **ARTICLE V SHARED FILES**

**Section A.** Professional growth occurs when the staff member accepts and uses accurate and constructively given information about job performance. The shared files concept is a plan of operation which emphasizes the importance of making such information available in a timely fashion to the staff member. It becomes the person's responsibility to review the information and use it for professional growth. This will assure the staff member of an opportunity to remediate problems before they become critical and affect contractual status.

**Section B.** The Board will maintain its records concerning its staff members in two files:

1. Treasurer's Personnel File
2. Superintendent's Personnel File

**Section C.** The Treasurer's Personnel File will contain the following:

1. Any records, documents or other information directly related to financial matters concerning the staff member.
2. Official transcripts of college work.
3. Copies of certificates.
4. Applications and credentials of the staff member.
5. Records of employment, including contracts, years of service in the District and other related information.
6. Medical information required by the Board.
7. Any information which the Treasurer, as part of legally prescribed duties, must have available.

**Section D.** The Superintendent's Personnel File will contain the following:

1. Copies of observations, evaluations and conference reports.
2. Copies of information in the Treasurer's file which bears on a staff member's competence, training, etc.
3. Copies of citations and letters of reprimand.
4. Any documents or information which the staff member feels is relevant to his/her performance or record.

**Section E.**

1. Public review of records:
  - a. Personnel records shall be available for public review except for matters which are exempt by law as set forth in ORC 149.43 (A)(1).
  - b. In the event there is a request for information without inspection, the Board will follow the Ohio Revised Code and the Freedom of Informations Act.
2. Individuals wishing to review personnel records shall:
  - a. Request access in writing at least twenty-four (24) hours in advance.
  - b. Present appropriate identification.
  - c. Review the records in the presence of the administrator designated to maintain such records or his/her designee.
  - d. Make no alterations or additions to the record nor remove any materials there from.
  - e. Sign a log attached to the file indicating date and individual reviewing.
3. Individuals requesting access to personnel files who are less than 18 years of age must be accompanied by their parents, guardian, or legal institution.
4. The staff member shall be provided a copy of the written request (2.a above) the day of the request. The staff member shall be notified of a request for information without inspection the day of the request.

**Section F.** Any information which an administrator considers relevant to the performance or record of the staff member may be placed in the personnel file by the administrator without the staff member's consent, but not without the staff member's knowledge. The staff member will acknowledge that the material has been read by adding his/her signature and the date to the actual copy, with the understanding that the signature merely signifies that the material has been read and not agreement with the contents. If the staff member refuses to sign, a dated note to that effect will be attached to the material. The staff member shall have the right to respond to any material in the personnel file and such response shall be attached to the material in question. In addition, a copy of the staff member's response shall be provided to the contributor of the material in question, provided the contributor is still employed by the Board. Anonymous materials shall not be placed in a staff member's file nor be made a matter of record.

**Section G.** Any material and only material found in the personnel file can be considered official in relationship to the contractual status of a staff member. No such material may be so considered unless the staff member has been given the opportunity to review same. A staff member will be provided with a copy of any material in his/her personnel file, upon written request or in person.

**Section H.**

1. Any staff member may have access to either of his/her files at reasonable times upon reasonable notice.

2. Any staff member may contact the Assistant Superintendent to arrange for a date and time to jointly review his/her files. During the review, no material shall be removed from the files. Should an item in the files be questioned by the staff member, the staff member may request an information proceeding with the Assistant Superintendent making the following arrangements.
  - a. Set the date and time of the informal proceeding.
  - b. Request the contributor(s) of the questioned material attend the proceeding.
  - c. If the contributor(s) is no longer a staff member of the Board, a person in a similar position may be requested to participate.
3. The staff member may ask any district employee or Association representative to attend any meeting or hearing regarding his/her personnel file(s) as an observer.
4. The informal proceeding is an administrative remedy and attempt to settle the questioned material dispute in an informal manner. The issue to be determined in the informal proceeding is whether or not the questioned material is accurate, misleading, untimely, incomplete, or irrelevant.
5. The Assistant Superintendent shall review the findings of the proceeding and make a recommendation within a period not to exceed five (5) working days. The recommendation may sustain the record as is, or may provide for deletion, correction, or insertion of a written explanation by either party. The Assistant Superintendent shall inform the staff member in writing of his decision and of the right to appeal the decision to the Superintendent.
6. If after the informal proceeding with the Assistant Superintendent the staff member expresses a desire to pursue the matter, a hearing will be scheduled within 14 days with the Superintendent, at which hearing both parties may be accompanied by a representative of their choosing. Within five (5) working days after the conclusion of the hearing, the Superintendent will render a decision as to the questioned material and submit his report in writing to the staff member.

## ARTICLE VI LEAVE

### Section A. Personal Leave

1. Each staff member of the Piqua Board of Education may have two (2) days of unrestricted personal leave and one (1) day of restricted emergency leave in a contract year (August 1 through July 31). Such leave shall be noncumulative.
2. A staff member wishing to have a day of personal leave may be absent, without loss of pay, after securing approval, as required.
3. An unrestricted personal leave day shall not be allowed one (1) school day immediately preceding or following a vacation or holiday, or at any time when the educational program of the schools will be unduly hampered or interrupted. An unrestricted personal leave day shall not be approved for the first day of school, the last day of school, teacher work days, or curriculum study days. The decision of the Superintendent shall be final in this judgment.
4. Personal leave must be requested upon the proper form and signed by the staff member. The complete form shall be presented to the staff member's Principal/Supervisor at least one (1) week in advance. The Board, administration, and staff recognize that one (1) week advance notice will not always be possible, and all the parties must remain flexible as to advance notice from the staff member requesting the personal leave day. Consideration shall be given to emergencies after the fact, with the Principal/Supervisor receiving the emergency request.
5. Unrestricted Personal Leave:

Staff members desiring to have a day of unrestricted personal leave approved should:

- a. Secure a Personal Leave Request Form. (Exhibit IV attached)
  - b. Return the completed form to their Principal/Supervisor at least one (1) week prior to date requested for leave.
  - c. Upon receipt, the Principal/Supervisor shall forward the form to the Superintendent/Designee with the Principal/Supervisor's recommendation.
  - d. If approved by the Superintendent/Designee, the Principal/Supervisor shall arrange to cover the classes or secure a substitute for the required time.
  - e. If the Superintendent/Designee does not approve the request, he/she shall indicate the reason for disapproval on the form, and return it to the staff member.
6. **Restricted Emergency Leave:**
- Restricted emergency leave may be used for the following reasons:
- a. Court date of the staff member or the immediate family of the staff member.
  - b. Major disaster effecting the property of the immediate family of the staff member.
  - c. Closing of loans on property of the staff member.
  - d. A day to transact business or other personal matters that are not covered by the sick leave policy or cannot be done outside the work day.
  - e. Recognition events or ceremonies involving staff member's immediate family.
  - f. Staff member delay due to common carrier.
7. Staff members who need to use the day of restricted emergency leave should:
- a. Secure a Personal Leave Request Form. (Exhibit IV attached)
  - b. Return the completed form to their Principal/Supervisor.
  - c. Upon receipt, the Principal/Supervisor shall forward the form to the Superintendent/Designee with the Principal/Supervisor's recommendation.
  - d. If approved, the Principal/Supervisor shall arrange to cover the classes or secure a substitute for the required time.
  - e. If the Principal/Supervisor does not approve the request, he/she shall indicate the reason for disapproval on the form, and return it to the staff member.
8. In a contract year (August 1 through July 31) a staff member may qualify for payment for non-use of limited use of unrestricted personal leave as follows:
- a. If a staff member uses no unrestricted personal leave, he/she will be entitled to a payment of \$150.
  - b. If a staff member uses unrestricted personal leave up to one (1) day, he/she will be entitled to a payment of \$100.
  - c. Said payment shall be made as an addition to the staff member's regular paycheck following the year of non use or limited use, on the first paycheck in July. Maximum payment per staff member under this section is \$150 in a contract year.

**Section B. Military Leave**

A staff member who leaves or has left the employ of the Board to enter active service in the Armed Forces of the United States may be reemployed subject to the terms and provisions of Sections 3319.13 and 3319.14, Revised Code of Ohio. No staff member will be granted insurance benefits provided by this Agreement while on such active service. For the purpose of seniority and placement on the salary schedule, years of absence on active duty in the Armed Forces of the United States shall be counted as though teaching service has been performed during such period of time. All accumulated sick leave acquired prior to entry into active military service will be reinstated.

### **Section C. Sick Leave**

1. If a staff member has an unused balance of accumulated sick leave, he/she is entitled to full pay for each day of absence or fraction thereof (½ day) for which there is an equal amount of unused accumulated sick leave. Such leave may be used for:
  - a. Personal illness,  
Personal pregnancy,  
Personal injury,  
Personal exposure to contagious disease which would be communicated to others.
  - b. Illness in the immediate family
  - c. Death in the immediate family.
    - (1) The staff member shall inform the Principal/Supervisor as soon as possible concerning the anticipated time needed for this absence. If additional time is needed, the staff member may request same from the Principal/Supervisor, who in accordance with the Superintendent may justify the action in hardship cases.
    - (2) A maximum of six (6) days occurrence is chargeable to sick leave.
  - d. Death of a close friend or relative not in the immediate family. Time away from the job may be allowed for such funeral, after prior oral approval has been granted by the Superintendent. The staff member shall inform the Principal/Supervisor as soon as possible concerning the anticipated absence and the time needed for the absence. The Principal/Supervisor will report the request to the Superintendent for approval or disapproval.
  - e. Parent adopting child who is under the age of four years. A maximum of twenty (20) days is allowed under this section.
  - f. Birth of a grandchild. A maximum of one (1) day is allowed under this section. (Illness of the mother or child, see Section C, #1-b above)
  - g. A bargaining unit member whose spouse delivers a child (pregnancy) shall be entitled to take up to one week (5 days) of sick leave without medical documentation.
2. Definition: Immediate Family—spouse, fiancé, parents, children, brother, sister, grandparents, grandchildren, in-laws bearing any of these relationships, and legal guardian. This will also include a person who is a member of the household of the staff member.
3. The staff member is required to complete the form “Application for Sick Leave” for all absences for which sick leave is applicable. [Exhibit III attached]
4. Sick leave shall accumulate to a maximum of two hundred seventy (270) days.
5. A staff member who has exhausted his/her sick leave balance may request an advancement of sick leave days. A written request for this advancement, indicating the number of days requested, shall be made to the Principal/Supervisor, who will contact the Superintendent for approval or disapproval. This advancement shall not exceed five (5) days in a contract year and must be repaid as earned.

### **Section D. Sick Leave Bank**

1. A sick leave bank is available for use by staff members. In May of each school year, or as needed, staff members may volunteer to donate up to a maximum of five (5) days or their available sick leave per year. The donated days will make up the sick leave bank and unused days remaining in the sick leave bank will accumulate the following years.
2. A review panel made up of the Association President/Designee and the Superintendent/Designee will administer the sick leave bank.
3. Upon depletion of accumulated sick leave balance, and any advanced days, a staff member may apply for up to ten (10) sick leave days from the sick leave bank if he/she has a serious health condition as defined in the Family and Medical Leave Act of 1993. (FMLA definition of serious health condition is included in the Appendix of this agreement, Exhibit XIII.) The staff member must have a doctor's note when applying for days from the sick leave bank explaining the serious health condition and the length of time needed to be off work.
4. The maximum number of sick leave days which can be used from the sick leave bank in one contract year (August 1 through July 31) by the staff members is forty (40).
5. Guidelines for use of the sick leave bank are available and are included in the Appendix of this agreement as Exhibit XIV.

#### **Section E. Assault Leave**

1. A staff member who is absent due to disability resulting from an attack which occurred on Board premises or while in attendance at an official school function and in the course of said staff member's employment, subject to the approval of the Superintendent or his designee, shall be granted up to fifteen (15) working days assault leave. During such assault leave, said staff member shall be maintained on full-pay basis. The maximum amount of assault leave shall not exceed fifteen (15) days except when:
  - a. A physician's statement specifies a longer period of time. However, the Board may require, at its own expense, a second medical opinion.
  - b. At the request of the staff member, the Superintendent may extend assault leave at the end of the initial period.
2. The staff member must apply for assault leave by completing the Assault Leave Form. The Assault Leave Form is attached as Exhibit VIII.
3. Approved assault leave shall not be charged against the accrued sick leave of said staff member.
  - a. The staff member should actively pursue prosecution of the student or students or appropriate party who assaulted or battered the staff member in the appropriate criminal or juvenile court. An acquittal of the student shall not render the staff member ineligible for assault leave. Court appearances, when required, in connection with assault prosecution shall be charged to assault leave.

#### **Section F. Child Care/Maternity Leave**

1. Parties agree to comply with the provisions of the Family Medical Leave Act.
2. Leave of absence without pay shall be granted for the purpose of caring for a newborn child (which shall include a child placed with the staff member for adoption of the child). Staff members have the option of continuing membership in insurance and retirement plans by making the entire payment themselves. The Treasurer must be contacted to make these arrangements.
3. This leave shall be for not more than one (1) school year, plus the balance of the school year in which the leave commences, nor less than the balance of the semester during which the leave commences. If requested, the leave may be extended by the Superintendent and Board.
4. Written application should be made to the Superintendent for such leave at least thirty (30) days prior to the desired commencement date.

5. The staff member shall give written notice of intent to return to duties for the next school year on or before March 1.
6. A staff member returning to service from a child care/maternity leave that includes at least a portion of two (2) school years shall be assigned to a position for which the staff member is certified and/or qualified.
7. A staff member returning from a child care/maternity leave within the same school year shall be assigned the same position. Notification of return to service during the same school year must be received by the Superintendent at least five (5) days prior to the substitute teacher being eligible for a contract for the balance of that same school year.
8. Such leave will not interrupt accrued seniority, however, time spent on this leave shall not count toward seniority earned.

**Section G. Absence for Professional Meeting**

1. Any staff member wishing to attend a conference, meeting, or convention related to his/her professional development may be absent with pay upon approval of the Superintendent or his/her designated representative.
2. Any staff member may, after approval of the Superintendent, be absent without loss of pay, for the purpose of studying the program or facilities in another school district or institution. The program or facilities in another school district to be observed shall be related to the professional growth of the staff member.
3. In the event a classroom or special teacher is granted time away from the job for attendance at professional meeting, the Superintendent or his/her designated representative shall make every effort to secure a qualified substitute to be paid by the Board.
4. The cost of attendance to approved conferences, meetings or conventions which do not constitute a pay deduction, may be paid in part or total by the Board with prior approval by the Superintendent, or his/her designated representative.
  - a. Staff members desiring to attend a conference, meeting or convention should discuss it with their Principal/Supervisor. At that time the proper for should be secured (Exhibit II).
  - b. The staff member should return the request form to their Principal/Supervisor at least ten (10) working days prior to the conference, meeting or convention. Working days are defined as days when the Board office is open.
  - c. Upon written approval or disapproval of the staff member's Principal/Supervisor, the Principal/Supervisor shall notify the staff member of his/her decision and forward the request to the Superintendent or his/her designated representative within two (2) days for final approval or disapproval.
  - d. Notification of approval or disapproval will be sent to the staff member and his/her Principal/Supervisor within five (5) working days after the request has been received by the Superintendent.
  - e. If the Superintendent does not approve the request (or any part of it), he/she shall indicate the reason for disapproval upon the form and return one (1) copy to the staff member.
  - f. Upon returning from the conference, meeting or convention, a brief written summary of the event shall be presented to members of the department/grade level or to the directors of instruction if appropriate, as well as a copy of materials.
5. In the event a staff member attends a meeting or conference for which reimbursement is approved, that staff member should submit to the Treasurer an "invoice-type request for reimbursement." The request is to be for those allowances approved on the form. The request for reimbursement is to be a listing of expenses accompanied by paid invoices and proof of expenditure.

Such requests for reimbursement shall be submitted to the Treasurer only after approval by the Superintendent.

#### **Section H. Sabbatical Leave**

A staff member who has completed five (5) years of service may, with the permission of the Board and the Superintendent, be entitled to take a leave of absence without pay for one (1) or two (2) semesters subject to the requirements that:

1. The staff member shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission and at the conclusion of the leave provide evidence that the plan was followed.
2. No more than five percent (5%) of the teaching staff may be granted sabbatical leave simultaneously.
3. The staff member on such leave shall notify the Superintendent of his/her intention to return on or before March 1 of the year of return to service.
4. The staff member upon return will be assigned to a position for which he/she is certified.

#### **Section I. National and State Officer Leave**

Staff members elected to a full time national or state office of a bona fide professional organization at either the state or national level may be granted a leave of absence without pay. Said staff member shall give written notice of his/her intent to return to duties for the next year on or before March 1.

#### **Section J. Leave of Absence – Illness in Family**

1. Parties agree to comply with the provisions of the Family Medical Leave Act.
2. Leave shall be granted because of a serious illness in the immediate family for a period not to exceed two (2) years. Such leave shall be without pay. A written application for such leave must be accompanied by a written statement from the attending physician stating the need for the leave of absence.
3. a. Definition: Immediate Family—spouse, fiancé, parents, children, brother, sister, grandparents, grandchildren, in-laws bearing any of these relationships, legal guardian, estate executor, or any other person who has clearly stood in same relationship with the employee. This will also include a person who is a member of the household of the staff member.  
b. After review and approval by the Superintendent/Designee, leave will be granted for any other person who has clearly stood in same relationship with the employee as stated in item 3a.
4. The staff member shall give written notice of intent to the Superintendent to return to duties for the next school year on or before March 1.
5. The staff member returning to service from such leave shall be assigned to a position for which the staff member is certified and/or qualified.
6. Staff members returning from such leave within the same school year shall be assigned the same position. Notification of return to service during the same school year must be received by the Superintendent at least five (5) days prior to the substitute teacher being eligible for a contract for the balance of that same school year.
7. Such leave will not interrupt accrued seniority; however, time spent on this leave shall not count toward seniority earned.

### **ARTICLE VII** **SENIORITY LIST**

1. All certificated/licensed teachers of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated. Staff members serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Staff members serving under limited contracts will be placed on the list under continuing contract staff members, also in descending order of seniority.

A list shall be prepared and kept updated ranking all certificated/licensed teachers in the district by seniority, giving areas of certification and present teaching and building assignment; then all non-tenured staff members in the district by seniority, giving areas of certification, and present teaching and building assignment.

The seniority list shall be prepared by November 15 of every year and a copy will be sent to the Association President, one for each building staff lounge and one for each Principal. The Association shall have thirty (30) calendar days from receipt of the list to notify the Board of any inaccuracies in the list.

2. Seniority will be defined as the length of continuous service as a certificated staff member under regular contract in this District. Part-time staff members will have their seniority determined on a prorated basis as set forth in Article III.
  - a. Board-approved leaves of absence will not interrupt accrued seniority; however, time spent on such a leave shall not count toward seniority earned.
  - b. If two (2) or more staff members have the same length of continuous service, seniority will be determined by:
    - (1) the date of the Board meeting at which the staff member was hired, and then by;
    - (2) the date and time the staff member accepted employment as recorded on personnel records;
    - (3) if date and time are equal, the hire date ranking will be determined by higher education (degree first and number of semester hours second) on the date of hire;
    - (4) for staff members hired prior to April 1, 2004 and sharing an equal date of hire and an equal date of acceptance of employment with another staff member(s), the hire date ranking will be determined by higher education (degree first and number of semester hours second as received by the Treasurer's office by September 15);
    - (5) any remaining ties will be broken by lot.

#### **ARTICLE VIII** **REDUCTION IN FORCE – TEACHERS**

- A. Reductions in force shall be based upon the Superintendent's recommendation. The Superintendent's recommendation for implementation of a reduction in force shall be based upon a trend of declining enrollment from the previous years [not to exceed five (5)], financial considerations, a return of a staff member from a leave of absence, suspension of schools, or territorial changes affecting the school district. Those contracts to be suspended will be chosen as follows, based on Article VII, Seniority List.
- B. When a staff reduction is necessary, the Superintendent shall give notice to the Association President, of the intent to recommend the suspension of contracts, thirty (30) days prior to Board action.
- C. Recommended reductions in a teaching field will be made by selecting the lowest staff member on the seniority list for that area of certification who is currently assigned to a position in that teaching field.
  1. Teaching fields shall be defined based upon necessary certification required to teach in that area (e.g. Kindergarten requires K-8 certification, Social Studies-High School requires 7-12 Social Studies Certificate, Social Studies-Middle School requires 7-12 Social Studies Certificate or K-8 Certificate, Specialists contracts will be suspended on a K-12 basis, etc.)
  2. Contracts may be suspended on a one-half (½) FTE (Full Time Equivalency) basis.

- D. Factors other than seniority and contract status may be used to determine those affected by a reduction in force only if the Superintendent can clearly demonstrate that an educational need cannot be met by strict adherence to seniority and contract status.
- E. Staff members will be notified of a pending suspension, at least ten (10) days prior to the date of Board action.
- F. Any staff member notified of a pending suspension of his/her teaching contract may displace the most junior staff member in another teaching field in which he/she is certified provided the displacing staff member has taught for one (1) year in the area into which he/she is exercising his/her displacement rights during the three (3) years preceding the reduction, or has agreed and will complete a refresher course in that teaching field. This course work must be completed and credits filed within one (1) year. This requirement may be waived by the Superintendent if extenuating circumstances prohibit the staff member from taking such course, or if the Superintendent determines that a refresher course is not necessary. In order for a staff member area(s) of certification to be considered, that staff member's certificates showing such area(s) must be in staff member's official personnel file, prior to the date when the staff member was notified of the pending contract suspension. The displacement right must be exercised within five (5) days after notice of a pending suspension has been received
- G. The names of staff members whose contracts are suspended in a reduction in force will be placed on a recall list. Staff members on the recall list will have the following rights:
  - 1. Staff members who have taught at least one (1) year in the District, and have been recommended for re-employment by the Superintendent shall be placed a recall list for thirty (30) months from the date of reduction.
    - (a) For purposes of this Section 4, a year is defined as one hundred twenty (120) days of employment in a school year.
  - 2. No new staff members will be employed by the Board while there are staff members on the recall list who are certified for the vacancy and have either:
    - (a) taught for one (1) year in the area of certification in which the vacancy exists during the three (3) years preceding the reduction; or
    - (b) taken a three (3) quarter hour refresher course from a regionally accredited college or university, or will agree to do so if the Superintendent determines that updating is necessary. If the staff member is reemployed after June 1, course work must be completed and credits filed within one (1) year.
  - 3. Staff members on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated, provided they have either:
    - (a) taught for one (1) year in the area of certification in which the vacancy exists during the three (3) years preceding the reduction, or
    - (b) taken a three (3) quarter hour refresher course from a regionally accredited college or university or will agree to do so if the Superintendent determines that updating is necessary. If the staff member is recalled prior to June 1, course work must be completed and credits filed within one (1) year.
    - (c) If the staff member is required as a condition of recall to take a refresher course he/she shall receive reimbursement up to the amount of the tuition stipend set forth in Article III, B.
  - 4. If a vacancy occurs, the Board will send an announcement of the vacancy by certified mail to the last known address of and place a phone call to each staff member on the recall list who is qualified according to these provisions. It is the staff member's responsibility to keep the Board informed of his/her current address and a phone number where he/she can be reached. All staff members are required to respond in writing to the Board within ten (10) calendar days. The most senior of those responding will be given the vacant position. Any staff member who fails to

respond within ten (10) calendar days, or who declines to accept the position, will forfeit all recall rights.

5. A staff member 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 the reduction in force.
- H. This article shall not require the Board to fill any vacancy nor shall it interfere with any other lawful personnel procedures in the District.
- I. Any staff member shall have the right to apply for unemployment compensation benefits during the reduction in force.
- J. The Superintendent's determination as to the necessity of a refresher course shall not be subject to a grievance.
- K. Any staff member whose contract is suspended due to a reduction in force may maintain, at his/her expense, group insurance coverage at group rates for up to eighteen (18) months following the effective date of his/her contract suspension or for such shorter or longer period as may be prescribed by the federal Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as amended from time to time.

## **ARTICLE IX**

### **CONTRACT STATUS – NON-TENURED TEACHERS**

The contractual procedures for the employment and reemployment of non-tenured certified staff members shall be as follows:

1. Each staff member new to the Piqua City School District shall be granted a one (1) year limited contract or a contract for the remainder of the school year.
2. Each staff member who has successfully completed three (3) one year limited contracts of teaching in this District and who has been recommended by the Superintendent may be granted a two (2) year limited contract.
3. Each staff member who has successfully completed a two (2) year contract and who has been recommended by the Superintendent may be granted a three (3) year limited contract.
4. Each staff member who has successfully completed a three (3) year limited contract and who has been recommended by the Superintendent may be granted another three (3) year limited contract.
5. A staff member who becomes eligible for a continuing contract before the end of a multi-year contract may apply in writing to the Superintendent for a continuing contract by February 15th. The Superintendent will consider the request and may recommend such contract to the Board.
6. Nothing in the above shall constrain the Board from rejecting the Superintendent's recommendation for reemployment.

## **ARTICLE X**

### **VACANCY AND TRANSFER**

#### **Section A. Intent Form**

Definition: Intent Form—form indicating staff member's plans for next school year and for indicating staff member's desire for consideration for a transfer. This request for consideration for transfer will include position type, including level or department, and certification qualifications for this position. (Exhibit V attached)

Prior to February 1 each staff member shall submit an Intent Form to their Principal/Supervisor. This form will be forwarded to the Superintendent by February 15.

## Section B. Vacancy and Transfer for the Upcoming Academic Year

All new or vacant positions, including administrative positions, shall be posted pursuant to the following procedure, and all bargaining unit positions shall be filed pursuant to the following procedure:

1. Voluntary Transfer Until April 30:
  - a. Notification of such vacant positions will be sent to each building and to the Association President, via email on the same day. Principals will post these notifications upon receipt.
  - b. Said notice of vacancy shall set forth the procedures for obtaining the position and establish a deadline five (5) working days after the date of posting for filing an application. Job Descriptions for each position will be available in the Principal's office.
  - c. Staff members who desire to apply for such vacancies must do so before the deadline on the notice.
2. Voluntary Transfer After April 30:
  - a. Vacancies or new positions which become available after April 30 will not be subject to the five (5) day posting requirement. Notification of such vacant positions will be sent to each building and to the Association President via email on the same day.
  - b. Any staff member who has an Intent Form on file indicating interest in the vacant position will be considered for the position. Every effort will be made to place staff members in the grade level or subject area of his/her choice.
3. Involuntary Transfer
  - a. In the case of involuntary transfer caused by changes in the program offerings, vacation of a building, loss of funding for programs, redistricting within the system, or other unforeseen circumstances, staff members directly affected shall be given first consideration for vacancies in the system. A reassignment initiated by the Superintendent shall be enacted only after consultation with that staff member.
  - b. Staff members who have been subjected to an involuntary transfer may request a meeting with the Superintendent or his/her designee within five (5) working days of the notification of the transfer, to discuss the circumstances which led to the decision to transfer. The transferred staff member may request an association representative be present at this meeting.
4. Transfer Rights:
  - a. Internal applicants shall be granted first consideration in the filing of vacant positions. Vacant positions will be filled by the applicant, who in the judgment of the Superintendent, best meets the job requirements of the position.
  - b. A transfer request cannot be honored if it requires that a presently employed staff member be displaced from a position for which the staff member is qualified, if it conflicts with the instructional or certification requirements or is deemed not to be in the best interest of the school system. Recall procedures have priority over voluntary transfers.
  - c. When a transfer or supplemental vacancy request cannot be honored, the staff member shall be notified in writing and be given the reasons in writing for the decision. Upon request of the staff member, the Superintendent/Designee will meet with the staff member and review the reasons for the decision. A request to discuss these reasons must be made within thirty (30) days after the vacancy has been officially filled. At the staff member's option, he/she may be accompanied at the meeting by any employee of the Board or, alternatively, an Association Representative.

5. In the event that a vacancy occurs during the school year, the position will be filled. The vacancy will be posted at the end of the academic year.

**ARTICLE XI**  
**REHIRING RETIRED STAFF MEMBERS**

Contracts of Retired Staff Members: Staff members who have retired from the Piqua City Schools under the State Teachers Retirement System may be hired by the Board subject to these terms and conditions:

1. A staff member may consider returning to duty immediately following retirement under the State Teacher's Retirement System with the following provisions:
  - a. The staff member must submit a letter by February 1 to the Superintendent stating that they wish to retire and be considered for rehire for the following school year.
  - b. The Superintendent/designee will notify the staff member by February 15 of his/her recommendation regarding the retire-rehire.
  - c. If the staff member is not to be recommended for rehire, the staff member may elect not to retire by submitting a letter by March 1 rescinding the decision to retire.
2. Rehiring of retired staff members is contingent upon Board approval; the completing of the notification requirement and receiving satisfactory public comment when conducting the public hearing as outlined by Ohio Revised Code.
3. Staff members requesting to be rehired under contract provisions must have thirty (30) or more years of teaching experience.
4. These staff members will receive limited two (2) year teaching contracts regardless of prior years of service or prior continuing contract status.
5. These limited contracts will automatically be non-renewed at the conclusion of the contract.
6. Staff members who have retired under the State Teachers Retirement System and are the hired by the Board shall be placed on the salary schedule with a credit of eight (8) years experience.
7. Break in Service and Seniority: Retired staff members who return to duty are subject to a reduction in force. For the purposes of Article VII, Seniority List, and a reduction in force, the rehired staff member's seniority shall be the first day of employment following retirement.
8. Sick Leave and Severance: A retiring staff member must take severance pay at the time of retirement, payable according to Article III Compensation, Section E; thereby extinguishing sick leave accumulations. Sick leave will accrue and accumulate in accordance with the provisions of Ohio Revised Code and Article VI Leave, Section C of this agreement. A retired staff member will not be eligible to convert sick leave to severance pay upon separation from subsequent employment.
9. Benefits: Staff members returning to duty shall be eligible for insurance, personal leave, retirement contributions, and all other fringe benefits not specifically addressed in this section in accordance with this agreement. Except to the extent specifically addressed in this Article, all provisions of this Agreement apply to retired staff members who are rehired.
10. Evaluation: A retired staff member who is rehired will be evaluated as if the staff member were on a continuing contract.
11. A retired staff member who is rehired under this provision of the contract will not be eligible for the \$500.00 bonus for Early Notification of Resignation or Retirement as listed in Article III, Section K.
12. Retirement Incentive: A retired staff member who is rehired under this provision of the contract will not be eligible to receive Retirement Incentive.

13. The terms of this agreement for the re-employment of retirees supersede Sections 3319.11, 3319.111 and 3317.14 of the Ohio Revised Code and any other statutory law in conflict with these provisions.

**ARTICLE XII**  
**CONTRACT DAY/CONFERENCES**

1. The staff member's contract day will begin as follows:

Elementary	8:00 a.m. – 8:20 a.m.
Secondary	7:15 a.m. – 7:35 a.m.

- \* Contract day in relationship to 21<sup>st</sup> Century Teaching

1. 0 Period
  2. 9<sup>th</sup> Period
  3. Virtual Classroom
  4. \*On A Voluntary Basis
2. The starting and dismissal times for students and staff member may vary but the length of the teacher work day does not exceed seven (7) hours and thirty-five (35) minutes. All full-time bargaining unit members will be provided a daily thirty (30) minute duty-free lunch.
3. The parties recognize that each staff member may be asked to fulfill some duties that extend beyond the regular contract hours. These may be workshops, teacher meetings, curriculum meetings, grade level/division meetings, open houses, PTA meetings and other methods of in-service growth. The staff member will make every effort to attend these activities.
4. Recognizing the concerns of the staff member and the parents, the building administrator will communicate with the staff member the need for a parent conference. Every effort will be made to schedule a conference at a mutually agreed upon time. If the parties cannot agree, the conference will be held no later than the conclusion of the second school day.
5. A day designated as Records Day will be included in the school calendar in January at the end of the first semester. No Principal/Supervisor initiated or district-wide meetings or activities will be scheduled for that day.
6. In August, prior to the opening of the school year, departmental workshops, grade level workshops and/or technology workshops may be offered for staff members' participation. These days will be optional and with pay for those staff members who attend.
7. Contract Year
- A. 2011-2012
    1. 186 Days (current 185)
      - a. Additional Day will be a professional development day paid at per diem rate on the base salary. Teachers will be responsible for hours.
  - B. Beginning with 2012-2013
    1. 187 Days (current 185)
      - a. Additional day of professional development paid at per diem rate on the base salary with district providing training.
      - b. Additional day for students 182 (current 181) paid at per diem rate on the base salary.

The 2011-2012 contract year for staff members on a full-time regular teaching contract shall consist of not more than one hundred eighty-six (186) days, as follows for 2011-2012:

- a. One hundred eighty-one (181) days are student days, of which two (2) of these one hundred eighty-one (181) days shall be for parent-teacher conferences,
- b. Two (2) days shall be teacher records days,
- c. One (1) day will be District meeting day,
- d. Two (2) day designated for District In-Service.
  - 1. Staff members who achieve the necessary staff development credit as listed in Article XXIII, Section J, will not be required to attend the District In-Service Day.

Beginning with the 2012-2013 contract year for staff members on a full-time regular teaching contract shall consist of not more than one hundred eighty-seven (187) days, as follows:

- a. One hundred eighty-two (182) days are student days, of which two (2) of these one hundred eighty-two (182) days shall be for parent-teacher conferences,
- b. Two (2) days shall be teacher records days,
- c. One (1) day will be District meeting day,
- d. Two (2) day designated for District In-Service.
  - 1. Staff members who achieve the necessary staff development credit as listed in Article XXIII, Section J, will not be required to attend the District In-Service Day.

**ARTICLE XIII**  
**EMERGENCY CHILD CARE**

Staff members who have school age children attending schools other than Piqua City Schools shall have the right to bring their children to Piqua City Schools to attend classes. This is limited to the following:

- 1. Calamity days in the non-resident student's district, but not Piqua City Schools.
- 2. Emergency related situations in the non-resident student's district, but not Piqua City Schools.

Whenever possible, the prior approval of the building Principal/Supervisor, and if necessary, the identified staff member, should be obtained.

**ARTICLE XIV**  
**CLASS SIZE**

The Board and the Association agree that class size is a factor in the quality of educational services. The Board and the Association therefore agree that:

- 1. a. Assignment of pupils and staff members to buildings and classrooms is the responsibility of the Superintendent. In making such decisions, the Superintendent shall give consideration to the overall needs of the district, including facility limitations, financial considerations, transportation requirements, and educational or curricular consideration.
- b. Building Principals (Grades 1-6) shall develop, with input from Association Representatives, a mechanism for staff member input regarding class assignments for the subsequent school year.

2. Except in unusual or emergency situations, the number of pupils in a class shall be kept within the capacity of the available classroom.
3. Staff members are encouraged to report special problems, considerations, situations, or ideas to the Building Principal as early as possible. Consideration of such reports shall be given priority treatment by the administration. If a staff member believes that his/her class size problem has not been resolved by the Building Principal, he/she may request a meeting with the Superintendent to discuss the issue. The Building Principal shall be in attendance, as well as an Association representative if requested by the staff member.
4. If teacher aides are available for hire, they will be provided to regular education classrooms as follows:
  - a. Grades K-3:
    - (1) One (1) full time aide per class that has a full time enrollment of twenty-six (26) or more students at the beginning of the school year and/or at the beginning of the second semester. Enrollment on the issuance date of the first quarter progress report and enrollment on the issuance date of the third quarter progress report will be the dates used to determine placement of the full time aide for the beginning of the school year and/or the beginning of the second semester, respectively.
    - (2) Board will compensate any staff member who has a full time enrollment twenty-six (26) or more students at the beginning of the school year and/or at the beginning of the second semester an amount equal to \$350 per semester. Enrollment on the issuance date of the first quarter progress report and enrollment on the issuance date of the third quarter progress report will be the dates used to determine placement of the full time aide for the beginning of the school year and/or the beginning of the second semester, respectively. Maximum amount paid per year per staff member is \$700.
  - b. Grades 4-6:
    - (1) One (1) full time aide per class that has a full time enrollment of twenty-eight (28) or more students at the beginning of the school year and/or at the beginning of the second semester. Enrollment on the issuance date of the first quarter progress report and enrollment on the issuance date of the third quarter progress report will be the dates used to determine placement of the full time aide for the beginning of the school year and/or the beginning of the second semester, respectively.
    - (2) Board will compensate any staff member who has a full time enrollment twenty-eight (28) or more students at the beginning of the school year and/or at the beginning of the second semester an amount equal to \$350 per semester. Enrollment on the issuance date of the first quarter progress report and enrollment on the issuance date of the third quarter progress report will be the dates used to determine placement of the full time aide for the beginning of the school year and/or the beginning of the second semester, respectively. Maximum amount paid per year per staff member is \$700.
  - c. Secondary Level:
    - (1) Regular year long classes and all classes that are a semester in length (excludes ROTC, study hall, music, physical education). The Board will compensate any staff member who has a full time enrollment of thirty (30) or more students at the beginning of the school year and/or second semester an amount equal to one hundred dollars (\$100) per class period per semester. Enrollment on the issuance date of the first quarter progress report and enrollment on the issuance date of the third quarter progress report will be the dates used to

determine placement of the full time aide for the beginning of the school year and/or the beginning of the second semester, respectively.

- (2) Lab classes. The Board will compensate any staff member who has a full-time enrollment of twenty-five (25) or more students at the beginning of the school year and/or second semester an amount equal to one hundred dollars (\$100) per class period per semester. Lab classes are those classes designated as lab classes on the school's master schedule, and would include high school biology, chemistry and physics. Enrollment on the issuance date of the first quarter progress report and enrollment on the issuance date of the third quarter progress report will be the dates used to determine placement of the full-time aide for the beginning of the school year and/or the beginning of the second semester, respectively.
- d. For the purposes of 4a, 4b, and 4c (above), enrollments will be verified by the Building Principal and/or Designee.
5. The administration will make every possible effort to assign staff members to no more than three (3) buildings in a school year.
6. Enrollments in special education classes will be monitored and every effort will be made to provide an aide where deemed necessary and in light of state standards. In the event that an elementary special education teacher is out and two (2) special education classes are combined, an aide will be assigned to that classroom for the day.

#### **ARTICLE XV JOB DESCRIPTIONS**

Job descriptions shall be written for all positions in the District. When the Superintendent initiates a new position, changes or modifies an existing position, the Superintendent shall contact the Association President for input. If necessary, the Association President has the option of appointing a staff member or a committee to provide input on the proposed job description(s). The decision to recommend the job description to the Board for approval rests with the Superintendent. The Superintendent will give consideration to the recommendations of the Association, prior to making any recommendations to the Board.

Updated copies of the Job Descriptions will be available at each building and a copy provided to all officers of the Association. Additional copies will be available upon request to Association members.

#### **ARTICLE XVI EVALUATION**

The existing evaluation procedure set forth on the document entitled "Piqua City Schools Certified Appraisal" dated July 3, 1997 (Exhibit VI) shall be the procedure utilized for the evaluation of all staff members. The Piqua Board of Education and the Piqua Education Association expressly agree this evaluation procedure will specifically replace the evaluation procedures contained in R.C. 3319.111.

1. The Association shall be involved in changes, modifications or amendments to the current teacher appraisal process.
2. Should a change, modification or amendment be proposed, the Superintendent shall contact the President of the Association and request that a study committee be formed. The Association President shall form a committee of six (6) staff members representing various buildings and teaching areas. The Superintendent also will appoint an equal number of administrators and the Assistant Superintendent will serve as a non-voting Committee Chair.
3. The committee will generate recommendations as to the appraisal process:
  - a. The recommendations will be submitted to the Association for a ratification vote.

- b. Upon ratification of the Association, the recommendation will be submitted to the Board for approval.

**ARTICLE XVII**  
**DRUG FREE WORKPLACE**  
**EMPLOYEE ALCOHOL AND OTHER DRUG POLICY**

No employee shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance as defined in federal and state law, in the workplace. Employees who do so may be required to participate in a drug/alcohol abuse assessment or rehabilitation program approved by the Board and will be subject to discipline up to and including termination, subject to all applicable statutory and/or collective bargaining agreement procedures for such discipline.

The "workplace" is the site for the performance of any work that will be done concerning the school district. The workplace includes any school building, school property, school owned vehicles or a school approved vehicle used to transport students to and from school or school activities (at other sites off school property) or any school sponsored or school related activity, event or functions, such as a field trip or athletic event in which students are under the jurisdiction of the school authorities.

As a condition of employment, each employee shall notify his supervisor, in writing, of his conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five (5) days after such a conviction.

**ARTICLE XVIII**  
**DRESS CODE**

The Board of Education and the Piqua Education Association agree on the importance of appropriate dress. Appropriate dress demonstrates professionalism, provides a model to the students, and gives a favorable impression to the public. It is recognized that appropriate dress is relevant to the occasion.

**ARTICLE XIX**  
**SEXUAL HARASSMENT**

All persons associated with this school system, including, but not limited to the Board, the administration, the staff and the students, are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment. Any person who engages in sexual harassment while acting as a member of the school community will be in violation of Piqua Board of Education Policy 3362.

Sexual Harassment policy 3362 is included in the Appendix of this Agreement, Exhibit VII.

**ARTICLE XX**  
**INTERNET, SOFTWARE, E-MAIL & LOCAL/WIDE AREA NETWORK USE**  
**PRACTICES AND PROCEDURES**

The Piqua Board of Education and the Piqua Education Association recognize that as telecommunications and other new technologies shift the ways that information may be accessed, communicated and transferred by members of our society, those changes will also alter instruction and student learning. The Board and Association support access and utilization by staff members to information-rich resources along with the development by staff of appropriate skills to analyze and evaluate such resources. Board of Education Policy outlining specific and general practices and procedures for Internet Use, Software Use, E-Mail and Local/Wide Area Network Use shall govern use of technology in the school district.

**ARTICLE XXI**  
**ACADEMIC FREEDOM**

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights.

**ARTICLE XXII**  
**NON DISCRIMINATION**

The Board and the Association recognize the civil rights of members of the bargaining unit. The Board and the Association further recognize that both parties to this agreement have an obligation to refrain from discrimination against any of the members of the bargaining unit in any manner prohibited by state and/or federal law.

Should a staff member believe that he/she has been discriminated in a manner prohibited by state and/or federal law, he/she should report this alleged discrimination to the administrator designated by the Superintendent to investigate such matters. Such administrator shall then conduct an investigation to determine whether the alleged discrimination has occurred. He/she will also have the responsibility to recommend what further action should be taken, if any, but the Board or the Administration.

If the staff member uses the procedure above, he/she may request that an Association representative be present. If the staff member is not satisfied with the action(s) taken above or wishes not to utilize the provisions provided above, he/she may seek enforcement of this provision through the appropriate state and/or federal agency responsible for enforcement of these laws. This provision shall not be enforced through the filing of a grievance.

The Superintendent shall publish on an annual basis the name of the administrator responsible for such investigation.

**ARTICLE XXIII**  
**ASSOCIATION RIGHTS**

- A. The Association may schedule the use of the school buildings and equipment for professional meetings subject to the same rules and regulations governing the use of the building by other organizations, except that the usual rental fee will be waived. The use of a building for profit by the Association will cause the usual fee to be invoked.
- B. The Association may use mail boxes and those bulletin boards designated for staff members only. However, the Association must purchase its own materials. In addition, the Association may use email; however, email is not considered confidential as the District monitors the system.
- C. The Board shall pay the costs of substitute teachers for staff members serving as delegates to the representative assembly of the Ohio Education Association, provided there are no more than four (4) delegates who request approval for attendance.
- D. The Association President shall receive, prior to each Board meeting, agendas and other materials and documents that are considered public information. This is to include the monthly Treasurer's report. During the summer months the President shall arrange to pick up the agendas and other materials and documents.
- E. The Board and Association will equally share the costs of printing the Agreement and any supplements thereto. Copies of the contract and supplements shall be distributed to all staff members by the Association and the administration and one (1) placed in each building lounge. Each party shall receive fifteen (15) additional copies of the Agreement for its own use. The printing of the Agreement shall be done "in house" by the staff of the Board and shall be prepared on 8½" by 11" paper, bound in booklet form. Such printing shall be done within forty-five (45) calendar days of the date of the contract ratification by the Board. The negotiating parties shall proofread any proposed draft of the document prior to the chief negotiators' approval and the printing of the contract. The Agreement shall also be available to the Association as a read-only computer file in the word processing software WORD. Such file shall be available within forty-five (45) calendar days of the date of the contract ratification by the Board.

**F. Calendar Committee**

The Association shall be involved in the development of the school calendar through the use of an annual calendar committee. The Calendar Committee is to be composed of one (1) representative from each building with the exception of Piqua Junior High School and Piqua High School, which will appoint two (2) for each building; the President or Vice President of the Association. It is required that Committee representatives be appointed by the buildings' staff be Association members, two (2) classified staff members, two (2) parents, one (1) Board member, two (2) administrators and the Superintendent/Designee.

**G. District Labor-Management Committee**

A Labor-Management Committee shall meet with the Superintendent to discuss matters relating to staff member facilities and other concerns. These concerns must first be presented at the building School Labor-Management Committee level. Concerns that cannot be corrected at the School Labor-Management Committee level should be submitted to the PEA President and/or Superintendent to be placed on the agenda of the District Labor-Management Committee. Each school in the district shall appoint one (1) representative to the District Labor-Management Committee with the exception of Piqua Junior High School and Piqua High School which will appoint two (2) representatives. Appointed representatives must be Association members. The President of the Association shall also serve and will co-chair the committee meetings with the Superintendent. The Association and the Board shall each appoint not more than eleven (11) members.

**School Labor-Management Committee**

Each school shall establish a school labor-management committee. Representatives on this committee will be determined by the membership. The principal will be a member.

**H. Release Time**

For purposes of necessary Union Business during normal work hours, a maximum of thirty-six (36) hours per school year shall be available for use by the Association President or designee. Usage of such release time shall require prior notification of the appropriate administrator, preferably twenty-four (24) hours in advance. Problems associated with the time of usage shall be resolved with the best interest of both parties.

The President/Designee shall clearly define the intent of such usage of release time. Whereupon necessary, the Board shall provide substitutes.

On a quarterly basis, the Association shall submit a list of such hours used to both the Superintendent and Treasurer.

**I. Local Professional Development Committee**

All licensure and certification requirements will be fulfilled following the policies and procedures included in Exhibit XV.

**J. Three Hour Delay**

1. Option of a 3 Hour Delay/ 1 Hour Extension to the Work Day Due to Weather or Fog.

**ARTICLE XXIV**  
**AGENCY FEE**

Agency fee shall be an exclusive right conferred upon the Association, as the exclusive bargaining agent. Each bargaining unit employee, upon employment and re-employment, shall annually either:

1. Sign and deliver to the Association an application for Association membership and unless the annual dues are paid by cash, check, money order, or other approved method, sign and deliver to the Association an authorization to the Treasurer for payroll deduction of membership dues, fees and assessments. The Treasurer, upon written notice from the President of the Association that a member has terminated membership, shall forthwith commence the check-off of the representation fee and assessments with respect to the former member and the

amount of the fee for the remainder of the school year shall be the annual representation fee and uniformly applied assessments less the amount of Association annual dues previously paid through payroll deduction.

OR

2. In lieu of becoming a member of the Association, the Treasurer shall check-off from the wages of the employee and pay to the Association an annual representation fee equivalent to the total annual dues and uniformly applied assessments of the United Teaching Profession.

All contracts of employment for positions in the bargaining unit shall contain the following language:

“This contract of employment is subject to the Master Contract between the Board and the Association, the terms and conditions of which are incorporated herein by reference as though fully rewritten herein. By signing this contract, I represent that I have been notified of the Agency Fee provisions contained in the Master Contract, that I will, if I elect not to become or remain a member of the Association, pay to the Association the prescribed annual representation fees and uniformly applied assessments for service and benefits to be conferred upon me by the Association, as my exclusive bargaining agent during the term of my employment by the Board.”

3. The President of the Association shall by July 1<sup>st</sup> annually certify to the Treasurer of the Board the amount of the annual representation fee for the ensuing school year.

4. The President of the Association shall within thirty (30) days of official adoption of a uniform assessment fee certify to the Treasurer of the Board the amount of the uniform assessment fee.

5. The Treasurer upon receipt of the certification of the amount of the fees and assessments shall, on the basis of the documents referred to in Paragraph A above, deduct the dues of Association members pursuant to the payroll deduction authorization and deduct the fees and assessments from the pay of every non-member employed in the bargaining unit and pay such dues, fees and assessments to the Association. The Board shall provide a list of names of members for whom deductions were made, the period covered and the amounts deducted. The deductions shall be in equal payments beginning with the first paycheck after authorization and lasting through the remaining pays for that employment year. The failure or refusal of the Treasurer to deduct the representation fee, due to court order or otherwise, shall not relieve the employee of his/her liability to the Association for the amount of the representation fees and assessments.

6. Upon the effective date of this agreement, the Board and Association shall jointly notify in writing each employee in the bargaining unit of this Agency Fee agreement. Such notice shall have attached thereto a copy of the exact language of this agreement. Any non-member of the Association who elects to continue employment with the Board after the 30-day period shall be deemed to have consented to receive the services and benefits to be conferred by the Association as the exclusive bargaining agent and shall be liable to the Association for the annual representation fee and uniformly applied assessments which, during the first school year of this agreement only, shall be pro-rated on a monthly basis.

Upon timely demand, non-members may appeal to the Association payment of the fee pursuant to the internal procedure adopted by the Association.

7. It shall be the responsibility of the Association to prescribe an internal rebate procedure to determine what rebate, if any, shall be made to the agency fee payers, which conforms to the provisions of Section 4117.09(c) of the Ohio Revised Code.

It is specifically understood that the Association agrees to indemnify and save the Board harmless against any judgments, cost, expenses or other liability the Board might incur as a result of the implementation and enforcement of this provision provided that:

- a. The action brought against the Board must be a direct consequence of the Board's good faith compliance with this agency fee provision.
- b. The Board notifies the Association in writing and within fifteen (15) days of any claim made or action filed against the Board.

- c. The Board agrees to permit the Association or its affiliated organization to intervene as a party if it so desires and/or not to oppose the Association or organizations with which it is affiliated; application to file briefs amicus curiae in the action.

The above Agency Fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

#### **ARTICLE XXV MANAGEMENT RIGHTS**

The Association recognizes the Board as the locally elected body charged with the establishment of policy for public education in the Piqua City School District and as the employer of all personnel of the district. The Association further recognizes that the Board shall have the sole responsibility for the management and control of all the schools in the district and is specifically delegated with the responsibility of making the rules and regulations by which the district will be governed as provided by, but not limited to, Sections 3313.20, 3313.47 and 4117 of the Ohio Revised Code. The Association further recognizes that the Board has the authority in all matters concerning supervision, evaluation, suspension, discipline, layoff, termination, and hiring of all members of the bargaining unit, except as limited by the specific provisions of this contract.

#### **ARTICLE XXVI PROGRESSIVE DISCIPLINE**

- A. The Administration may take progressive discipline action against any staff member for just cause. Such disciplinary action shall be imposed as follows:
  1. Step 1 – First Offense – Verbal warning to the staff member in a conference, held in an administrator’s office, with the Principal/Supervisor.
  2. Step 2 – Second Offense – The offense, which may or may not be the same as in Step 1, shall be reduced to writing by the Principal/Supervisor. During a conference held in the administrator’s office, the written reprimand will be signed and dated by all persons in attendance. A completed copy will be given to the staff member and Superintendent for placement in the staff member’s personnel file.
  3. Step 3 – Third Offense – The offense may or may not be the same as in Step 1 and/or Step 2. A staff member may be suspended with or without pay. Before implementing a suspension, the Superintendent shall hold a conference with the staff member to discuss the reasons for the disciplinary action and to allow the staff member to dispute the reasons or otherwise explain the alleged misconduct. Any suspension will be reduced to writing stating the grounds for the action and the length of the suspension. The first suspension shall not be for more than five (5) days and any subsequent suspension shall not be for more than ten (10) days.
- B. Certain offenses may require that progressive discipline steps 1, 2 and 3 be bypassed.
  1. If a staff member requests representation, he/she shall have the right to representation at any disciplinary hearing or meeting that may lead to a disciplinary action.
  2. The teacher shall attach any rebuttal to a disciplinary document within twenty (20) work days.
  3. Nothing herein shall preclude the Board of Education from omitting the foregoing steps and procedures and instituting termination proceedings pursuant to Sections 3319.151, 3319.16, 3319.161 and other relevant provisions.

#### **ARTICLE XXVII LEAST RESTRICTIVE ENVIRONMENT**

- A. The Board shall provide training as needed and appropriate for staff members serving special education students.

- B. When a student is placed in a classroom and has an IEP (Individual Education Plan), the staff member will be given a copy of the IEP and will discuss the IEP with the special education staff member.
- C. All teachers of the special education student are to be notified and will make every effort to attend the MFE (Multi-Factored Evaluation) and IEP conferences. Every effort will be made to schedule these conferences during the contract day.
- D. Classroom teachers will not be expected to perform custodial duties or invasive medical procedures such as catheterization or tube feeding for any students.
- E. Support services required by the IEP will follow the student into the regular classroom.
- F. The administration will make every effort to schedule special education students proportionally.

**ARTICLE XXVIII**  
**VIOLENCE IN THE WORKPLACE**

To maintain a safe school environment, a staff member has an obligation to advise the building principal or designee of any situation that threatens the safety of the school community. Those situations that threaten building safety may include, but not be limited to a divorce, custody disagreement, a threatening parent, student, community member and potential explosive devices.

**ARTICLE XXIX**  
**GENERAL PROVISIONS AS TO AGREEMENT**

**Section A. Inclusive Clause**

1. The parties acknowledge that during the negotiations, the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, for the life of this Agreement, the Board and the Association each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject matter not specifically referred to or covered in this Agreement, unless otherwise mutually agreed.

**Section B. Contrary to Law Provision**

1. In the event that any of the terms of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal, state or local law now existing or hereafter enacted, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other provision hereof.

2. In the event of a determination by a Court of competent jurisdiction that a provision of this Agreement is contrary to law so as to render other remaining provisions inoperable, the bargaining process shall be reopened with respect to that provision to obtain a mutually agreeable means of making the remaining provisions of the Agreement operative.

**Section C. Duration of Agreement**

This Agreement shall become effective, except as noted otherwise, at 12:01 a.m. on the day following ratification and adoption. The ratification and adoption of this Agreement cause the pre-existing Agreement between the Board and the Association to terminate. This Agreement shall remain in effect from August 1, 2011 through July 31, 2014.

The Piqua City School District  
Board of Education:

By: Robert Ludwig  
President

By: Richard A. Hanes  
Superintendent

By: Jeffery W. Pisci  
Treasurer

The Piqua Education Association:

By: Abraham Refner  
President

By: Paula O'Connell  
Chief Negotiator

By: John P. Brun  
Negotiation Team Member



PIQUA CITY SCHOOLS  
GRIEVANCE REPORT FORM

Distribution: Page 1

1. Grievant

- 2. Principal/Immediate Supervisor
- 3. Superintendent
- 4. Treasurer

STEP 1 SECTION A  
TO BE COMPLETED BY GRIEVANT

Name of Grievant \_\_\_\_\_  
Building \_\_\_\_\_ Assignment \_\_\_\_\_

Date of cause of grievance \_\_\_\_\_ Date of Step 1 Initial Meeting \_\_\_\_\_

State grievance stipulating Article, Section and Paragraph of the Agreement which was allegedly misinterpreted, misapplied or violated; and suggested remedy.

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

Signature of Grievant \_\_\_\_\_ Date Filed \_\_\_\_\_

STEP 1 SECTION B  
TO BE COMPLETED BY ADMINISTRATOR

Disposition \_\_\_\_\_

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

STEP 2  
TO BE COMPLETED BY ADMINISTRATOR Name of Administrator \_\_\_\_\_  
Disposition of Grievance At Step 2

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

Rationale for Disposition \_\_\_\_\_

Signature of Administrator \_\_\_\_\_ Date of Hearing \_\_\_\_\_

Title \_\_\_\_\_ Date of Disposition \_\_\_\_\_

STEP 3  
TO BE COMPLETED BY THE SUPERINTENDENT

Name of Superintendent \_\_\_\_\_ Form Received by Supt. \_\_\_\_\_

Disposition of Grievance at Step 3 \_\_\_\_\_

\_\_\_\_\_

Rationale for Disposition \_\_\_\_\_

\_\_\_\_\_

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

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

Date of Disposition \_\_\_\_\_

STEP 4

TO BE COMPLETED BY GRIEVANT

The Association is not satisfied with the disposition of the grievance at Step 3. We request a hearing before an arbitrator. We understand the decision of the arbitrator is binding and that the expenses of the arbitrator will be shared equally by the Association and the Piqua Board of Education.

Signature of Grievant \_\_\_\_\_ Date Filed \_\_\_\_\_

Signature of Superintendent \_\_\_\_\_ Request for arbitrator received \_\_\_\_\_

Date arbitration request was sent to the American Arbitration Association \_\_\_\_\_

Association Representative's Signature \_\_\_\_\_

Arbitrator's Advice (A copy of the advice may be attached)

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

PIQUA CITY SCHOOL  
Piqua, Ohio

Return all copies to  
Office of Superintendent.  
They will be returned in  
this manner:  
WHITE-Superintendent  
YELLOW-Principal  
PINK-Staff Member

Professional Meeting Attendance  
Request Form

Name \_\_\_\_\_

School \_\_\_\_\_

Meeting of \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Dates: Begins \_\_\_\_\_

Ends \_\_\_\_\_

Wish to attend these school dates: \_\_\_\_\_

(Circle)      Overnight      Yes      No      1 night      2 nights      3 nights

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

Did you attend this conference last year?

Yes No

Luncheon \$ \_\_\_\_\_

Did you attend any conference last year?

Yes No

Banquet \$ \_\_\_\_\_

Mileage \$ \_\_\_\_\_

Signature \_\_\_\_\_

Lodgings \$ \_\_\_\_\_

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

\*\*\*\*\*

To be completed by the building principal:

Attendance approved \_\_\_\_\_

Attendance disapproved \_\_\_\_\_

Need substitute \_\_\_\_\_

Can cover without substitute \_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Date

\*\*\*\*\*

To be completed by Superintendent:

\_\_\_\_\_  
Attendance approved

\_\_\_\_\_  
Attendance disapproved

Allowances approved:      Registration Fee      Luncheon      Banquet      Hotel      Mileage

Substitute approved \_\_\_\_\_

Substitute not approved \_\_\_\_\_

Cover without substitute \_\_\_\_\_

REASON FOR DISAPPROVAL \_\_\_\_\_

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

NOTE: PLEASE RETURN THE PINK FORM WITH EXPENSE VOUCHER AT CONCLUSION OF PROFESSIONAL MEETING

APPLICATION FOR SICK LEAVE

Employee's Name \_\_\_\_\_ Date Submitted \_\_\_\_\_

School Assigned \_\_\_\_\_

The undersigned says that he is hereby making application for the use of sick leave as provided in Revised Code 3319.141 and that the use of such sick leave is justified for the following reason:

1. Reason for use of leave:

\_\_\_\_\_ A. Personal Illness

\_\_\_\_\_ B. Personal Injury

\_\_\_\_\_ C. Pregnancy

\_\_\_\_\_ D. Exposure to Contagious Disease

\_\_\_\_\_ E. Illness, Injury or Death in the  
Immediate Family

\_\_\_\_\_ F. Death of Close Friend or Relative  
Not in Immediate Family

\_\_\_\_\_ G. Mother Adopting Child Under Age One

2. If A, B, C, or D is checked above, was medical attention required? Yes \_\_\_\_\_ No \_\_\_\_\_

3. If "yes", please state the name and address of the physician and the dates consulted

Name \_\_\_\_\_

Address \_\_\_\_\_

Date Consulted \_\_\_\_\_

4. If "E" is checked above, please give the name, address and relationship of such members of your immediate family.

Name \_\_\_\_\_

Address \_\_\_\_\_

Relationship \_\_\_\_\_

5. I hereby request \_\_\_\_\_ day(s) of sick leave beginning:

\_\_\_\_\_ AM/PM \_\_\_\_\_ Date, 20 \_\_\_\_ and ending \_\_\_\_\_ AM/PM \_\_\_\_\_ Date, 20 \_\_\_\_

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

If disapproved, state reason:

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

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_

Exhibit IV

PIQUA CITY SCHOOLS  
PERSONAL LEAVE REQUEST FORM

NAME \_\_\_\_\_ SCHOOL \_\_\_\_\_

SECTION I:

I am requesting the following Personal Leave:

UNRESTRICTED LEAVE: DATE(S) OF REQUESTED LEAVE \_\_\_\_\_  
ALL DAY \_\_\_\_\_ HALF DAY \_\_\_\_\_

RESTRICTED EMERGENCY LEAVE: Date(s) of requested Leave \_\_\_\_\_  
Reason for Leave: \_\_\_ Court date of the staff member or the immediate family of the staff member  
\_\_\_ Major disaster affecting the property of the immediate family of the staff member  
\_\_\_ Closing of loans on property of the staff member  
ALL DAY \_\_\_\_\_ HALF DAY \_\_\_\_\_

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

\*\*\*\*\*

SECTION II:

I have examined this request for personal leave and recommend:

approval \_\_\_\_\_ disapproval \_\_\_\_\_ substitute needed \_\_\_\_\_ substitute not needed \_\_\_\_\_

Disapproval explanation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

(Restricted Emergency Leave is approved by the Principal. A copy is forwarded to the Superintendent.)

\*\*\*\*\*

SECTION III:

Unrestricted Personal Leave Request: approved \_\_\_\_\_ disapproved \_\_\_\_\_

Cover without substitute \_\_\_\_\_ Obtain substitute \_\_\_\_\_

Disapproval explanation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUPERINTENDENT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PIQUA CITY SCHOOLS  
INTENT FORM

Staff Member \_\_\_\_\_ Date \_\_\_\_\_

We are expecting that each staff member give us an indication of his/her plans for the \_\_\_\_\_ school year. Please check the appropriate statement below.

\_\_\_\_\_ I wish to return to my present position next year.

\_\_\_\_\_ I wish to be considered for transfer.

Transfer to:

_____ Building	_____ Level	_____ Department
_____ Building	_____ Level	_____ Department
_____ Building	_____ Level	_____ Department
_____ Building	_____ Level	_____ Department

Type of certification which qualifies you for this transfer:

_____ Type	_____ Number	_____ Effective Date
_____ Type	_____ Number	_____ Effective Date
_____ Type	_____ Number	_____ Effective Date
_____ Type	_____ Number	_____ Effective Date

\_\_\_\_\_ I do not plan to teach in the Piqua City Schools for the \_\_\_\_\_ school year.

\_\_\_\_\_ I plan to retire effective this school year.

\_\_\_\_\_ I request a conference with my Principal/Supervisor before making my decision.  
(All appointments should be made through the Principal/Supervisor's Office.)

\_\_\_\_\_ Teacher's Signature

\_\_\_\_\_ Building

THIS COMPLETED FORM IS DUE IN THE PRINCIPAL'S/SUPERVISOR'S OFFICE ON February 1  
AND WILL BE FORWARDED TO THE SUPERINTENDENT ON February 15.

Exhibit VI

PIQUA CITY SCHOOLS  
CERTIFIED APPRAISAL  
(August 1, 2002)

**Teacher  
Nurse  
Guidance**

PHILOSOPHY

In the Piqua City School District, administrative appraisal of the certified staff members serves as an important tool for the purpose of continued staff development. This appraisal instrument is to be used to assist and aid all district educators to develop a favorable learning environment for the students. Mutual discussion of the appraisal process and suggestions of educationally related strategies aid in fostering greater communication among the educational team.

OBJECTIVES

1. To provide a process for ongoing professional development.
2. To provide an appraisal of staff member effectiveness.
3. To provide a process for recognizing positive professional contributions.
4. To encourage staff members to develop additional strategies based on acceptable practice and current instructional research.
5. To encourage certified staff to strengthen strategies.
6. To serve, where necessary, as a preliminary step in the termination process.
7. To support the district's mission statement.
8. To provide documentation for continued employment and advancement.
9. To provide a means for self-appraisal through the goal setting process.

INTENT OF EVALUATION PROCEDURE

The Piqua Board of Education and the Piqua Education Association expressly agree this evaluation procedure will specifically replace the evaluation procedures contained in R.C. 3319.111.



- \_\_\_\_\_ Communicating clearly and accurately
- \_\_\_\_\_ Using questioning and discussion techniques
- \_\_\_\_\_ Engaging students in learning
- \_\_\_\_\_ Providing feedback to students
- \_\_\_\_\_ Demonstrating flexibility and responsiveness

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Suggestions for Improvement:

Adapted from Enhancing Professional Practice: A Framework for Teaching by Charlotte Danielson

PIQUA CITY SCHOOLS - DATA COLLECTION/OBSERVATION DOCUMENT  
CORE ELEMENTS OF NURSING SERVICE

Staff Member's Name \_\_\_\_\_ Building of Observation \_\_\_\_\_

Date Observed \_\_\_/\_\_\_/\_\_\_ Observer \_\_\_\_\_ Class Observed \_\_\_\_\_

Time Observation Started \_\_\_\_\_ Time Observation Ended \_\_\_\_\_

Please indicate a level of performance for each component:

I. Unsatisfactory II. Basic III. Proficient IV. Distinguished V. Not Observed

A. Health Assessment

1. Required grade level screening, health assessment with appropriate health history, observation and consultation for pupils entering school for the first time, and pupils referred by school staff.

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2. Plan and implement counseling, referral, and follow up procedures for pupils identified as having health needs.

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B. Illness and injury

1. Assist school personnel, pupils and parents to understand and comply with communicable disease control requirements and current practices.

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2. To participate in the management of illness and injury occurring at school.

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CORE ELEMENTS OF THE NURSING SERVICE - Page 2

C. Health Education and School Environment

1. To assist in the development of positive health attitudes and practices through formal and informal instruction.

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2. To promote the physical, environmental health and safety for pupils and personnel in the school.

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3. To promote a school atmosphere which focuses on the promotion of health.

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D. Special Needs

1. Participate in the identification and management of pupils suspected of being abused/neglected.

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2. Assist the chronically ill pupil, his/her parents and school staff to understand the illness in relation to school and to make appropriate adjustments to help meet the pupil's special needs.

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3. Assist the handicapped pupil, his/her parents and school staff to understand the handicap in relation to school and to make adjustment to help meet the pupil's special needs.

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PIQUA CITY SCHOOLS - DATA COLLECTION/OBSERVATION DOCUMENT  
CORE ELEMENTS OF THE GUIDANCE PROCESS

Staff Member's Name \_\_\_\_\_ Building of Observation \_\_\_\_\_

Date Observed \_\_\_/\_\_\_/\_\_\_ Observer \_\_\_\_\_ Class Observed \_\_\_\_\_

Time Observation Started \_\_\_\_\_ Time Observation Ended \_\_\_\_\_

=====

Please indicate a level of performance for each component:

I. Unsatisfactory    II. Basic    III. Proficient    IV. Distinguished    V. Not Observed

=====

A. Responsibility to Student/Student Achievement and Groups

1. Plans guidance/counseling activities in accordance with individual differences and needs.

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

2. Gives student(s) time and assistance.

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

3. Uses varied guidance/counseling techniques, strategies, materials, and activities.

a. Guidance materials are organized.

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

b. Communicates at a level students can comprehend.

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

c. Makes students aware of expectations by giving adequate explanations.

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

4. Keeps accurate records of credits, deficiencies, and tries to keep the student/parent informed.

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

CORE ELEMENTS OF THE GUIDANCE PROCESS - Page 2

- 5. Handles confidential materials and information appropriately.

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B. Responsibility to Staff/Administration/Self

- 1. Gives and receives constructive criticism and advice in a positive manner.

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- 2. Exhibits concern for the feelings and opinions of others; is tactful and discreet.

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- 3. Supports Board of Education policies and administrative rules and regulations.

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- 4. Is ethical, professional, and objective in carrying out the duties of the position.

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- 5. Is punctual, dependable, and organized in the performance of guidance duties.

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- 6. Keeps abreast of developments in guidance/counseling.

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C. Responsibility to Parents and Community

- 1. Utilizes professional communication techniques with parents.

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CORE ELEMENTS OF THE GUIDANCE PROCESS - Page 3

2. Displays an interest and willingness to participate in parent-teacher groups and committees.

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3. Shows evidence of a genuine interest in the total school community.

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4. Makes practical suggestions for parents to follow in promoting their child's total development.

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Exhibit VI (Continued)

CLASS OBSERVATION FORM

**COPIES:**  
White-Evaluator  
Yellow-Staff Member

Staff Member's Name \_\_\_\_\_

Date of Observation: \_\_\_/\_\_\_/\_\_\_

Building of Observation: \_\_\_\_\_

Class/Session Observed: \_\_\_\_\_

Time Observation Began: \_\_\_\_\_

Time Observation Concluded: \_\_\_\_\_

Observer's Name: \_\_\_\_\_

Staff Member's Initials: \_\_\_\_\_

=====

CLASS OBSERVATION FORM

**COPIES:**  
White-Evaluator  
Yellow-Staff Member

Staff Member's Name \_\_\_\_\_

Date of Observation: \_\_\_/\_\_\_/\_\_\_

Building of Observation: \_\_\_\_\_

Class/Session Observed: \_\_\_\_\_

Time Observation Began: \_\_\_\_\_

Time Observation Concluded: \_\_\_\_\_

Observer's Name: \_\_\_\_\_

Staff Member's Initials: \_\_\_\_\_

PIQUA CITY SCHOOLS \* \* \* \* \* CERTIFIED APPRAISAL

COPIES:  
White-Superintendent  
Yellow-Evaluator  
Pink-Staff Member

NAME \_\_\_\_\_ BUILDING ASSIGNMENT \_\_\_\_\_  
ACADEMIC \_\_\_\_\_ TEACHING ASSIGNMENT \_\_\_\_\_ PRINCIPAL \_\_\_\_\_

SECTION I GOALS

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

EVALUATOR'S INITIALS \_\_\_\_ DATE \_\_/\_\_/\_\_

=====

SECTION 2.1 FIRST CONFERENCE SUMMARY

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

EVALUATOR'S INITIALS \_\_\_\_ DATE \_\_/\_\_/\_\_ STAFF MEMBER'S INITIALS \_\_\_\_ DATE \_\_/\_\_/\_\_

=====

SECTION 2.2 SECOND CONFERENCE SUMMARY

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

EVALUATOR'S INITIALS \_\_\_\_ DATE \_\_/\_\_/\_\_ STAFF MEMBER'S INITIALS \_\_\_\_ DATE \_\_/\_\_/\_\_

Certified Appraisal Form - Page 2

SECTION 2.3 THIRD CONFERENCE SUMMARY

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

EVALUATOR'S INITIALS \_\_\_\_ DATE \_\_/\_\_/\_\_ STAFF MEMBER'S INITIALS \_\_ DATE \_\_/\_\_/\_\_

SECTION 2.4 ADDITIONAL CONFERENCES

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

EVALUATOR'S INITIALS \_\_\_\_ DATE \_\_/\_\_/\_\_ STAFF MEMBER'S INITIALS \_\_ DATE \_\_/\_\_/\_\_

SECTION 3 FINAL COMMENTS (DATE AND INITIAL)

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

EVALUATOR'S INITIALS \_\_\_\_ DATE \_\_/\_\_/\_\_ STAFF MEMBER'S INITIALS \_\_ DATE \_\_/\_\_/\_\_

SECTION 4 RECOMMENDATION (TO BE COMPLETED BY THE PRINCIPAL AS A RECOMMENDATION TO SUPERINTENDENT)

- \_\_\_\_\_ RECOMMENDED FOR CONTINUED EMPLOYMENT
- \_\_\_\_\_ RECOMMENDED FOR CONTINUING CONTRACT
- \_\_\_\_\_ NOT RECOMMENDED FOR CONTINUED EMPLOYMENT (CONFERENCE WITH SUPERINTENDENT MAY BE REQUESTED)

SECTION 5 THE STAFF MEMBER BY SIGNING THIS APPRAISAL FORM DOES NOT NECESSARILY HAVE TO AGREE WITH ITS CONTENTS. THE STAFF MEMBER'S SIGNATURE SIMPLY INDICATES THAT HE OR SHE HAS SEEN THE COMPLETED FORM AND IT WAS DISCUSSED WITH THE PRINCIPAL. THE STAFF MEMBER HAS THE RIGHT TO RESPOND IN WRITING TO THE EVALUATION AND ATTACH.

DATE CERTIFICATE EXPIRES \_\_\_\_\_

STAFF MEMBER'S SIGNATURE \_\_\_\_\_

DATE \_\_/\_\_/\_\_

EVALUATOR'S SIGNATURE \_\_\_\_\_

DATE \_\_/\_\_/\_\_

PIQUA CITY SCHOOLS  
EXPECTED JOB CRITERIA/OBSERVATION DOCUMENT

RECOMMENDED COURSE OF ACTION FOR IMPROVEMENT DOCUMENT

-----  
Staff Member's Name \_\_\_\_\_  
Building Assigned \_\_\_\_\_ Prime Evaluator \_\_\_\_\_  
Building Assignment \_\_\_\_\_ Date of Meeting \_\_\_\_\_  
Staff Member's Initials \_\_\_\_\_ Date \_\_\_\_\_ Prime Evaluator's Initials \_\_\_\_\_ Date \_\_\_\_\_  
-----

Specific Assessment of Problem Area:

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

Specific Improvements Signifying Successful Completion:

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

Assistance Provided by the Board of Education:

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

Timeline for Completion:

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

Course of Action Improvement Conference:

\_\_\_\_\_ Meets Expectations                      Staff Member's Initials \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Does Not Meet Expectations           Prime Evaluator's Initials \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Die Not Observe

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COPIES:    White-Superintendent    Yellow-Evaluator    Pink-Staff Member

PROCEDURE:

I. Goal Setting

The principal or designee and the staff member will establish goals that either remedy a definite weakness or build upon existing strengths. If a staff member does not show improvement toward the attainment of a goal designated as a weakness, the Recommended Course of Action Document may become a part of the documentation.

Depending upon the severity and frequency, the Recommended Course of Action for Improvement Document may become part of the appraisal process for weaknesses not being remedied.

- A. Must be done in first six (6) weeks of school.
- B. Goals are to be established cooperatively by the principal or designee and the staff member that support the intent of the appraisal process.
- C. In cooperatively establishing the goals, the principal or designee and the staff member are working together to provide sound instructional procedures.
- D. The principal or designee may establish goals for the staff member that support the intent of the appraisal process.
- E. Goals are to be condensed and recorded in Section 1 of the appraisal form.
- F. Principal or designee and staff member are to initial and date Section 1.
- G. Any modification, addition or deletion of goals must be completed by the end of the first semester.
- H. The total number of goals per staff member is 3 to 5 per year with at least one goal established by the principal or designee and at least one established by the staff member.

II. Limited Contract Individuals

- A. A minimum of three observations and three conferences per academic year for staff members new to the District.
  - 1. The first and second observations and conferences are to occur before the end of the first semester.
  - 2. The third observation and conference are to occur in the third quarter and prior to April 1.
- B. A minimum of two observations and two conferences per academic year for non-tenured staff members, except those specified in #II A.
  - 1. The first observation and conference are to occur before the end of the first semester.
  - 2. The second observation and conference are to occur in the third quarter and prior to April 1.
- C. Section 2.1 of the evaluation form is to be completed at the first conference; section 2.2 at the second conference; and section 2.3 at the third conference.
- D. Final Comments
  - 1. Section 3 is to be completed at the third conference
  - 2. These comments are to be summarized on Section 3
  - 3. The principal or designee and staff member are to initial and date.
- E. Recommendations
  - 1. This section indicates contract recommendation for the following year
  - 2. Section 4 is to be completed by the principal or designee by April 1
- F. Signatures: Section 5 is to be signed and dated by the principal or designee and the staff member.

## Exhibit VII

Piqua City Schools  
Bylaws & Policies

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**3362 - ANTI-HARASSMENT****General Policy Statement**

It is the policy of the Board of Education to maintain an education and work environment which is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against harassment based on sex, race, color, national origin, religion, disability, or any other unlawful basis, and encourages those within the School District community as well as third parties, who feel aggrieved to seek assistance to rectify the problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

For purposes of this policy, "School District community" means students, administrators, teachers, staff, and all other school personnel, including Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

For purposes of this policy, "third parties" include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off School District property).

**Other Violations of the Anti-Harassment Policy**

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging harassment, or who has participated as a witness in a harassment investigation.
- B. Filing a malicious or knowingly false report or complaint of harassment.
- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating harassment charges comprises part of one's supervisory duties.

## Definitions

### Sexual Harassment

Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity;
- B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual;
- C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Physical assault.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, videotapes, audio recordings or literature, placed in the work or educational environment, which may embarrass or offend individuals.

- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
- H. Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
- I. Consensual sexual relationships where such relationship leads to favoritism of a student or subordinate employee with whom the teacher or superior is sexually involved and where such favoritism adversely affects other students and/or employees.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

**NOTE: Any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of "sexual battery" as set forth in Ohio Revised Code 2907.03. The issue of consent is irrelevant in regard to such criminal charge.**

### **Race/Color Harassment**

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

### **Religious (Creed) Harassment**

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

### **National Origin Harassment**

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

### **Disability Harassment**

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the

individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disabling condition, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like.

## **Reports and Complaints of Harassing Conduct**

Members of the School District community and third parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent.

Members of the School District community or third parties who believe they have been unlawfully harassed by another member of the School District community or a third party are entitled to utilize the Board's informal and/or formal investigation and complaint processes. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file an informal or a formal complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

The names and titles of the Anti-Harassment Complaint Coordinators with whom complaints of sexual and other forms of unlawful harassment should be filed are set forth in the administrative guidelines that supplement this policy. The names and titles of these individuals will be published annually in the parent and staff handbooks and on the School District's web site.

The Superintendent shall establish Administrative Guidelines describing both a formal and an informal process for making a charge of harassment, a process for investigating claims of harassment, and a process for rendering a decision regarding whether the claim of harassment was substantiated. This Policy and the Administrative Guidelines will be readily available to all members of the School District community and posted in appropriate places throughout the School District.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Complaint Coordinators. Thereafter, the Complaint Coordinator must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Complaint Coordinator or designee to conduct an investigation following all the procedures outlined for a formal complaint.

## **Privacy/Confidentiality**

The School District will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and its related administrative guidelines shall be maintained as confidential to the extent permitted by law.

## **Informal Process for Addressing Complaints of Harassment**

The administrative guidelines will include an informal complaint process to provide members of the School District community or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Members of the School District community or third parties who believe that they have been unlawfully harassed are encouraged to initiate their complaint through this informal complaint process, but are not required to do so. Those members of the School District community or third parties who believe that they have been unlawfully harassed may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

## **Formal Process for Addressing Complaints of Harassment**

The administrative guidelines will also include a formal complaint process. While the formal complaint process may serve as the first step to resolution of a charge of unlawful harassment, it is also available in

those circumstances when the informal complaint process fails to satisfactorily resolve a concern. Because of the need for flexibility, no specific time lines are established for initiating the formal complaint process; however, once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within thirty-one (31) calendar days of the complaint being received).

Although not required, members of the School District community or third parties who feel they have been unlawfully harassed should file a formal written complaint with the principal of their school building or with one of the Complaint Coordinators identified in the Administrative Guidelines. Oral complaints of harassment will be reduced to writing by the individual receiving the complaint and the Complainant will be asked to verify the accuracy of the reported charge by signing the document. Complaints received by a school building principal will be immediately reported to the appropriate Complaint Coordinator identified in the Administrative Guidelines.

After a complaint is filed, the Complaint Coordinator or designee shall conduct a prompt and timely investigation. The investigation may include interviews of the complainant, the individual accused of engaging in harassing behavior, and any other witness who may reasonably be expected to have information relevant to the situation. All interviewed parties and witnesses will be provided an opportunity to present any evidence that they reasonably believe to be relevant to the situation.

At the conclusion of the investigation the Complaint Coordinator or designee will prepare and deliver to the Superintendent a written report summarizing the evidence gathered during the investigation and providing his/her recommendations regarding whether or not the complaint of unlawful harassment has been substantiated. The written report must be based on the totality of the circumstances involved in the complaint, the nature of the alleged conduct, the context in which the alleged conduct occurred, and the ages and maturity of the individuals involved.

A copy of the written report will also be delivered to the member of the School District community or third party making the complaint and the individual accused of the harassing conduct.

Upon review of the written report the Superintendent will either issue a final decision regarding whether or not the complaint of unlawful harassment was substantiated, or request that further investigation be conducted. A copy of Superintendent's action will be delivered to both the Complainant and the individual accused of the harassing conduct.

A Complainant who is dissatisfied with the Superintendent's decision may appeal it to the Board of Education by submitting written notice to the Superintendent within ten (10) days of the date of the Superintendent's decision. Upon receipt of a notice of appeal, the Board shall meet in executive session at its next regularly scheduled meeting, which is scheduled to occur at least ten (10) days after the Superintendent's receipt of the appeal notice, to review the complaint and the summary of the investigation. Following the meeting, the Board will issue a decision either affirming, modifying, or rejecting the Superintendent's decision. The decision of the Board shall be final.

The Complaint process set forth in the policy and in the administrative guidelines is not intended to interfere with the rights of a member of the School District community or a third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Ohio Civil Rights Commission, or the Equal Employment Opportunity Commission.

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or third party alleging the harassment pursues the complaint.

## **Sanctions and Monitoring**

The Board shall vigorously enforce its prohibitions against unlawful harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to eliminate such conduct in the future.

### **Education and Training**

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate training to all members of the School District community related to the implementation of this policy and its accompanying administrative guidelines. All training regarding the Board's policy and administrative guidelines and harassment in general, will be age and content appropriate.

R.C. 4112.02

42 U.S.C. 2000d et seq.

42 U.S.C. 2000e et seq.

29 U.S.C. 621 et seq.

29 U.S.C. 794

42 U.S.C. 12101 et seq.

20 U.S.C. 1681 et seq.

42 U.S.C. 1983

Exhibit VIII

Application for Assault Leave

Piqua City Schools  
Piqua, Ohio

Staff Member's Name \_\_\_\_\_ Date Submitted \_\_\_\_\_

School Assigned \_\_\_\_\_

The undersigned is hereby making application for the use of assault leave as provided in the agreement between the Piqua Board of Education and the Piqua Education Association.

How many days of assault leave are you requesting? \_\_\_\_\_

Please list those requested dates \_\_\_\_\_

Did you require hospitalization treatment? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, which hospital? \_\_\_\_\_

Please attach a note from the physician describing the nature and duration of disability and the necessity of being absent from regular employment.

Did you contact a law enforcement agency? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, which agency? \_\_\_\_\_

Did you file criminal charges? Yes \_\_\_\_\_ No \_\_\_\_\_

Have you completed the workers compensation forms? Please contact the Treasurer for assistance.

Have you completed an assault report? (Reverse side)

I hereby certify that the above information is accurate.

Sign \_\_\_\_\_

Assault Report

Date of Assault \_\_\_\_\_ Time of Assault \_\_\_\_\_

Place of Assault \_\_\_\_\_ Witnesses \_\_\_\_\_

Check One:

\_\_\_\_\_ The assault took place during regular school hours.

\_\_\_\_\_ The assault took place during an extra-curricular activity.

Please describe the assault: (Use extra sheets, if necessary)

\_\_\_\_\_ Signed

\_\_\_\_\_ Date

PIQUA CITY SCHOOLS

APPLICATION FOR REIMBURSEMENT FOR  
COURSE PURSUANT TO EDUCATIONAL ASSISTANCE PLAN

Staff Member \_\_\_\_\_

Home Address \_\_\_\_\_

Building \_\_\_\_\_

I hereby apply to be reimbursed up to \$100 per quarter hour (or the equivalent) for successful completion of the following courses taken during the period of September 15, 19 \_\_\_\_, to September 15, 19 \_\_\_\_.

<u>Date</u>	<u>Course</u>	<u>Institution</u>	<u># Quarter Hours Or Equivalent</u>	<u>Amount Due</u>

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

*Return the following to the Treasurer by September 15:*

- Completed Application Form*
- Proof of Payment*
- Evidence that course was completed (Transcript or Grade Report)*

\*\*\*\*\*

Your request for reimbursement has been reviewed. Based on the information you have provided, your claim is:

\_\_\_\_\_ Approved

\_\_\_\_\_ Denied as to \$ \_\_\_\_\_ for the following reasons:

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

PIQUA CITY SCHOOL DISTRICT:

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

PIQUA CITY SCHOOLS

APPLICATION FOR PAYMENT OF INCENTIVE NOT TO TAKE INSURANCE

Staff Member \_\_\_\_\_  
Home Address \_\_\_\_\_  
Building/Assignment \_\_\_\_\_

The Board of Education has approved the following incentive not to take health insurance:

**Incentive Not to Take Insurance** – Any staff member who, eligible to enroll in the health insurance plan, elects not to enroll within thirty (30) days of the date of hire; or any staff member who notifies the Treasurer in writing of a change from family coverage to single coverage or from family or single coverage to no coverage will receive a lump sum payment as follows:

Drop Family Plan	\$2,500
Move from Family Plan to Single Plan	\$2,000
Drop Single Plan	\$1,500

The drop or decrease in health insurance coverage must be for a one year period, which is September 15 through September 14 the following calendar year. The lump sum payment will be made on or before November 15 of the year designated for the drop or decrease in coverage.

The staff member must provide the Treasurer with proof of alternative health coverage when making request to drop or decrease his/her coverage.

I hereby make application to receive the incentive not to take insurance payment. I qualify as follows:

- \_\_\_\_\_ Drop my family plan
- \_\_\_\_\_ Change my family plan to a single plan
- \_\_\_\_\_ Drop my single plan
- \_\_\_\_\_ Am eligible to enroll in the single/family plan and elect not to do so  
(circle one)

I certify that I will remain off the Board's coverage or maintain the decreased coverage for the period of one year (September 15 through September 14 the following year) I understand that if my designated change is for less than the one-year period, I will make a full refund to the School District. Arrangements will be made with the Treasurer for repayment. I further understand that should circumstances occur making it necessary for me to obtain health coverage, re-enrollment in the health care plan will be permitted, subject to the restrictions of the insurance carrier and repayment of the payment made in lieu of taking insurance. I must contact the Treasurer or Payroll Clerk to re-enroll.

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

**Treasurer's Office Use:**  
 Payment approved for November 15, 20\_\_ \$\_\_\_\_\_ Signed \_\_\_\_\_  
 Evidence of other insurance provided \_\_\_\_\_

Exhibit XI

PIQUA CITY SCHOOLS  
 719 East Ash Street  
 Piqua, OH 45356  
 (937) 778-4512

Emergency Period Substitute/Internal Substituting Pay Voucher

Staff Member \_\_\_\_\_ SS # \_\_\_\_\_ Building \_\_\_\_\_

I have performed Emergency Period Substitute/Internal Substituting as follows:

<u>Date of Substituting</u>	<u>Staff Member Absent</u>	<u>Period Number OR Time</u>	<u>Treasurer's Use Only</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: Emergency Period Substitute/Internal Substituting will be compensated at a rate per period or rate per hour. Generally secondary internal substituting will be done at the rate per period and the elementary at the rate per hour. If requesting the rate per period, please indicate the period number of your substituting, (one period of substituting per line) if requesting rate per hour, please indicate the time of the beginning and ending of your substituting.

Please return your form to the Principal for certification and submission with the Payroll Adjustment Report. Payment will be made on the next pay date after submission to the Treasurer.

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

Administrator/Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Exhibit XII

PIQUA CITY SCHOOLS  
PIQUA, OHIO

STAFF DEVELOPMENT PROGRAM GUIDELINES

The following guidelines have been established for earning staff development credit:

- I. One day (6 hours) of staff development credit must be earned each year, pro rata.

Staff development credit must be earned yearly between June 1 and the following May 31. Staff development credit must be used during the year in which it is earned and may not be carried over into the next year. Staff members who achieve six or more hours of staff development credit will not be required to attend the District In-Service Day.

Staff members can expect to be notified a minimum of three (3) times per year as to the number of staff development credit hours earned to date.

***Staff members who do not achieve at least six (6) hours of staff development credit will have their salary reduced proportionally.***

- II. Staff development credit can be earned if the activity relates only to the staff member's primary assignment. It may also be related to staff evaluations.

- III. Eligible staff development programs must be conducted on regularly scheduled staff development days or at a time other than the scheduled work day. Eligible activities include:

- \*Piqua City Schools' workshops
- \*WEOA Day activities
- \*Miami and Shelby County Consortium activities
- \*Summer Renewal programs
- \*Time spent as a presenter at a staff development activity
- \*Any **required** in-services **outside** the scheduled work day
- \*Approved individual options

The above items are listed as examples and are not intended to be all inclusive.

- IV. The Building Labor Management Committee will review each staff member's hours of those primarily teaching in their building to determine acceptability.

STAFF DEVELOPMENT PROGRAM GUIDELINES

Page 2

- V. The Building Labor Management Committee will keep a current list of accumulated approved hours by individual staff member. Staff members can expect to be notified a minimum of three (3) times per year as to the number of staff development credit hours earned to date.
- VI. Staff members are required to apply for approval to receive staff development credit for any program not sponsored by Piqua City Schools. Staff members are encouraged to inquire in advance as to the appropriateness of their activity.  
  
Staff members must submit the application to the building principal. It will then be forwarded to the Building Labor Management Committee for recordkeeping purposes.
- VII. By June 1 of each calendar year the Building Labor Management Committee will send a list of accumulated approved hours by individual staff member to the Assistant Superintendent. A summary of this information will then be forwarded to the Association President by August 1.
- VIII. If there is a concern regarding the appropriateness of a particular staff development activity, the District In-service Committee will determine if staff development credit will be issued. These decisions will be final.
- IX. Courses or workshops taken for the purpose of gaining graduate credit will not count toward in-service credit.
- X. A staff member who is paid for attending or presenting at a workshop is not eligible for staff development credit unless such payment is in the form of expenses only.
- XI. Staff members on extended leave may petition the District In-service Committee in writing for a waiver of all or part of the required six (6) hours.
- XII. Building level staff development required prior approval of the District In-service Committee.

PIQUA CITY SCHOOLS  
COMMONLY ASKED QUESTIONS ABOUT  
PIQUA'S STAFF DEVELOPMENT PROGRAM

1. Q. Is it possible to earn state development continuing education units (CEU's) and Piqua City School staff development credit at the same meeting?  
A. Yes, many workshops which are at least four hours in length will offer CEU's through the State Department of Education. In most cases it will be to your advantage to accept the CEU's as well as apply for staff development credit. Receiving CEU's does not prohibit you from also receiving staff development credit. However, if used for staff development credit, it would not qualify for reimbursement as outlined in Article III, Section B, Professional Growth Reimbursement, of the Agreement.
2. Q. If I get more than six (6) hours of staff development credit in any one (1) year, can I "carry over" the extra to the next year?  
A. Staff development credit in excess of six (6) hours may not be carried over from year to year. Staff members are paid for two (2) staff development days per contract year; therefore, the staff development hours must be earned during each of the contract year.
3. Q. If I attend an out-of-town workshop during school hours, may I count those hours toward my staff development credit?  
A. Any workshop hours taken during the normal school day will not count toward in-service credit unless they are earned on regularly scheduled in-service days.
4. Q. Suppose I attend a workshop on a school day that extends into the evening hours; what portion of the workshop, if any, may I count toward staff development credit?  
A. The portion of the workshop which extends to after-school hours may be counted toward staff development credit if it meets Piqua City Schools' criteria. You may count hours which are direct "contact" hours exclusive of breaks, dinner, etc.
5. Q. Do staff meetings and grade level/department meetings count as staff development?  
A. No, not unless they have been specified as counting toward staff development credit.

COMMONLY ASKED QUESTIONS ABOUT  
PIQUA'S STAFF DEVELOPMENT PROGRAM  
Page 2

6. Q. When a Piqua staff member is a presenter or is paid a stipend to attend a workshop held at times other than the normal workday, is he/she eligible for staff development credit?
  - A. A staff member who is paid for attending or presenting at a workshop is not eligible for staff development credit unless such payment is in the form of expenses only.
7. Q. How will I know how much staff development credit I have earned if I don't keep my own records?
  - A. The official record of your staff development credit will be kept by the Building Labor Management Committee. It is important you sign the workshop attendance sheets or turn in your staff development request form for each workshop you attend. You can expect to be notified a minimum of three times yearly as to the number of staff development credits earned. The Assistant Superintendent will receive an official listing from each Building LMC by May 31 of each year.
8. Q. Do I need written pre-approval to attend a workshop sponsored by Piqua City Schools?
  - A. No. However, if there is any question as to the appropriateness of a particular workshop, even during the summer months, it is highly advisable to check with your Building Labor Management Committee Representative, building Principal, or the Assistant Superintendent to get an opinion before you attend the meeting. If you assume it will count and do not inquire before attending, you assume the risk of being denied staff development credit.
9. Q. Suppose I submit a request for staff development credit and my Building Labor Management Committee denies the request, may I appeal to someone else for approval?
  - A. Yes, you may appeal to the District In-service Committee, whose decision will be final.

COMMONLY ASKED QUESTIONS ABOUT  
PIQUA'S STAFF DEVELOPMENT PROGRAM

Page 3

10. Q. Do I need to fill out a Staff Development Request Form every time I participate in a staff development activity?
- A. No, that form needs to be completed only when you are requesting credit from an in-service that was not sponsored or co-sponsored by the Piqua City Schools. For every non-Piqua sponsored workshop you attend, we ask that you complete a Request Form and return it even if you are beyond the minimum six (6) hours. We want to keep accurate records to be used in reporting to the Board of Education and public regarding the number of hours earned by our staff members.
11. Q. What are some examples of unacceptable staff development as it applies to this provision?
- A. Graduate classes, state-mandated training sessions (such as Sports Medicine, Child Abuse Prevention, etc.), classes not applying to your current assignment, classes applying to a supplemental position and those [to be] used for reimbursement purposes, as provided for in Article III, Section B, of the Agreement.
12. Q. If I take CPR training for six hours, may I count all the six hours toward my staff development credit?
- A. The maximum amount of staff development credit which may be earned for CPR training is any one year, for any staff member is two.
13. Q. I am taking a workshop where graduate credit is *automatically* given. May I still get staff development credit?
- A. Yes, if you attend a workshop where there is no choice as to the receipt graduate Credit, you may still be eligible for staff development credit if the workshop meets Piqua Schools' criteria, if you are not asking for reimbursement, and it's not being used for salary schedule advancement.

Exhibit XII  
**PIQUA CITY SCHOOLS**  
**STAFF DEVELOPMENT CREDIT REQUEST FORM**

Please complete this form when you are interested in receiving STAFF DEVELOPMENT CREDIT for a workshop you attended which was not sponsored by Piqua City Schools. Six hours of STAFF DEVELOPMENT CREDIT are required each year.

<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>BUILDING PRIMARY ASSIGNMENT</b>	<b>DATE</b>
<b>HOURS (Excluding meals)</b>	<b>START/STOP TIMES</b>	<b>WORKSHOP NAME</b>	<b>LOCATION</b>

APPLICANT'S SIGNATURE: _____	DATE: _____
Principal: _____	DATE: _____
Building LMC Rep: _____	DATE: _____

**OPTIONAL WORKSHOP OVERALL EVALUATION**

(Poor) 1 2 3 4 5 6 7 8 9 10 (Excellent)  
(circle one)

Please list two major benefits this workshop provided you as a professional:

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

Would this workshop be one which would be worthwhile to host in Piqua?      Yes    no    (circle one)

If so, who is the contract person or organization? \_\_\_\_\_

**PLEASE RETURN TO YOUR BUILDING PRINCIPAL. ATTACH A COPY OF THE WORKSHOP AGENDA IF AVAILABLE.  
THANK YOU FOR YOUR HELP**

## Exhibit XIII

### Excerpt From The Family and Medical Leave Act of 1993

#### "Serious Health Condition"

"Serious health condition" means an illness, injury, impairment or physical or mental condition that involves either:

- any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or
- Continuing treatment by a health care provider which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) due to:
  - (1) A health condition (including treatment therefore, or recovery there from) lasting more than three consecutive days and any subsequent treatment or period of incapacity relating to the same condition that also includes:
    - treatment two or more times by or under the supervision of a health care provider, or
    - treatment by a health care provider one time with a continuing regiment of treatment;
  - (2) Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence.
  - (3) A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to the health care provider is not necessary for each absence;
  - (4) A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; or
  - (5) Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g., chemotherapy or radiation treatments for cancer).

**SICK LEAVE BANK GUIDELINES**

1. Effective August 1, 1998, a sick leave bank was established for use by the Association Members.
2. The Treasurer will maintain all records and documentation for the employees' donation of days, use of sick leave days and the accumulated balance in the sick leave bank.
3. The Sick Leave Bank Donation/Application Form will be used. To make voluntary deductions into the Sick Leave Bank, the Association Member will complete Section I of the form. Section II of the form is used to make application to use sick leave days from the Bank. The Sick Leave Bank Review Panel will complete Section III.
4. In May of each school year, the Treasurer will distribute forms to all Association Members, offering them the opportunity to voluntarily donate up to five (5) days sick leave to the Sick Leave Bank. Days may be donated in half day and full day increments only. The staff member will complete and sign Section I, and forward the form to the Treasurer by May 15. A maximum of five (5) days may be donated to the sick leave bank in one year (August 1 through July 31.)
5. The Treasurer will deduct the donated day from the Association Member's accumulated sick leave balance and transfer it to the Piqua City School District Sick Leave Bank. The Treasurer will act as custodian of this account and forward a report of the Sick Leave Bank activity to the Association President by August 1 of each year.
6. Should the accumulated balance in the Sick Leave Bank reach five (5) days or less, the Treasurer will notify the Association President. Sick Leave Bank Donation Forms will be forwarded to the Association Members offering the opportunity to donate to the bank. Deadline for returning the forms will be fifteen (15) working days after distribution by the Treasurer.
7. When a staff member exhausts the accumulated sick leave balance and any advanced days, he/she may apply for up to ten (10) sick leave days from the sick leave bank if he/she has a serious health condition as defined in the Family and Medical Leave Act of 1993. The staff member shall complete Section II of the Sick Leave Bank Donation/Application Form, sign and date the form. The completed form and the doctor's not shall be submitted to the Superintendent.
8. The Sick Leave Bank Review Panel, which consists of the Association President/Designee and the Superintendent/Designee, will meet within ten working days to review the application. If more information is needed, the Review Panel will contact the staff member for clarification. The Review Panel will approve or deny the form, giving an explanation for denial, and forward the decision to the staff member.
9. Information submitted under Section II of the Sick Leave Bank Donation/Application Form is confidential and is not public in accordance with the provisions of the Open Records Act.

Exhibit XIV  
PIQUA CITY SCHOOLS  
SICK LEAVE BANK DONATION/APPLICATION FORM

NAME \_\_\_\_\_ SCHOOL \_\_\_\_\_

SECTION I. Voluntary Donation:

**I wish to donate the following to the Piqua City School District Sick Leave Bank. In authorizing this deduction, I understand that the donated sick leave will be deducted from my current sick leave balance.**

Please check one:

Number of days, up to five (5) donating \_\_\_\_\_

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

**INFORMATION CONTAINED IN SECTION II OF THIS APPLICATION IS CONFIDENTIAL**

SECTION II. Application for Sick Leave Days:

Article VI, Section D. #3. Upon depletion of accumulated sick leave balance, and any advanced days, a staff member may apply for up to ten (10) sick leave days from the sick leave bank if he/she has a serious health condition as defined in the Family and Medical Leave Act of 1993. (FMLA definition of serious health condition is included in the Appendix of this agreement, Exhibit XV.) The staff member must have a doctor's note when applying for days from the sick leave bank explaining the serious health condition and the length of time needed to be off work. (Ref: Agreement between PEA and Board of Education)

**I wish to apply to the Piqua City School District Sick Leave Bank for days as follows:**

Number of days requested \_\_\_\_\_

Date sick leave balance (including five [5] days advanced) was/will be exhausted: \_\_\_\_\_

Sick leave being requested due to the illness of: \_\_\_\_\_

If other than employee, relationship: \_\_\_\_\_

Employee's explanation of health condition: \_\_\_\_\_

Length of time employee expects to be off work due to the listed health condition: \_\_\_\_\_

ATTACHED NOTE SIGNED BY DOCTOR.

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

SECTION III. Decision of Sick Leave Bank Review Panel.

Sick Leave Request:     Approved     Denied

Number of Days Approved: \_\_\_\_\_

Explanation of Denial: \_\_\_\_\_

SIGNATURE/REVIEW PANEL REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

**PIQUA CITY SCHOOL DISTRICT  
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

**Mission Statement**

- The mission of the Piqua Local Professional Development Committee is to provide a framework for professional development through a fair and equitable manner.

**Definition**

- Professional development is an ongoing, job related training process. Effective professional development promotes and enhances classroom, building and district goals, through a variety of structures and models.
- Throughout this document and the licensure process the committee will use as a guideline those standards set forth by the National Association for Staff Development. For situations unique to Piqua City Schools these guidelines can be modified by committee agreement to meet local needs.

**Individual Responsibility**

- It will be the sole responsibility of the educator to present an Individual Professional Development Plan which includes:
  - A. A rationale describing the purpose and impact of his/her plan.
  - B. A plan detailing course work, CEU's and/or other activities to be completed for licensure.
  - C. Evidence of completion of these activities and related to the attainment of district goals or student achievement.
  - D. Reflection upon how his/her activities related to his/her professional development.
- It is understood that it is the responsibility of each Piqua educator to keep his/her certification/licensure current. This includes the following:
  - A. Maintain a record of all course work, CEU and other activities. This may take the form of transcripts, certificates and other documentation verifying progress. Original documentation is to be filed with the Board Treasurer and copies filed with the LPDC.
  - B. Know and adhere to dates for certification/licensure renewal or upgrade.
  - C. Notify the LPDC of any changes in IPDP.

**Licensure Standards**

- See LPDC Representative for information.

### **By-Laws for LPDC**

**Membership:** There shall be one (1) committee divided into two (2) subcommittees. An elementary subcommittee shall be comprised of three (3) elementary (K-6) staff members and two (2) elementary administrators one (1) of which must hold an elementary administrative certification/license. A secondary subcommittee shall be comprised of three (3) secondary (7-12) staff members and two (2) administrators one (1) of which must hold a secondary administrative certificate/license.

Administrative professional development plans shall be reviewed by a majority of administrators. This shall be accomplished by forming a committee comprised of the two (2) administrators from both sub committees and the three (3) teachers from the appropriate sub-committee.

**Election:** Anyone wishing to serve on the LPDC must be a PEA member with a multi-year contract, to qualify. After the initial year, the names must be submitted by April 1st to the PEA President. Elections shall be held by April 30th. A complete list of proposed LPDC members will be sent before the Board of Education for consideration. The Superintendent shall appoint administrators to the committee.

**Terms of Office:** All new members elected by the PEA in April or those appointed by the Superintendent in April, shall attend the May meeting, any summer meetings as an observer, and begin his/her term on September 1st.

**Vacancies:** If for any reason a member cannot fulfill his/her term on the LPDC, he/she will notify the PEA President, Superintendent, and the Chairperson of the LPDC immediately. The appropriate party shall fill the vacancy with an alternate within thirty (30) days of notification. The alternate shall be the person ranking the fourth highest in the latest election. The Superintendent will fill administrative vacancies by appointment.

**Chairperson:** A chairperson of each subcommittee shall be elected for a one (1) year term. The chairs shall be elected by the committee at the May meeting. The list of proposed LPDC chairs will be sent before the Board of Education for consideration.

#### **LPDC Chairperson Responsibilities (Elementary or Secondary):**

- Setting monthly meeting dates
- Presiding over all meetings
- Preparing the agenda
- Communicating information to all LPDC members
- Initiating training for new LPDC members
- Filling vacancies on LPDC according to the By-Laws
- Representing LPDC at appropriate meetings, including co-chairing the combined LPDC committees
- Acting as initial contact person for any and all appeals
- Acting as a signatory for state certification/licensure and CEU verification form
- Assisting the secretary in compiling a list of IPDPs for review and evaluation
- Post dates, times and location of all committee and subcommittee meetings

**Secretary:** A secretary of each subcommittee shall be elected for one (1) year term. The secretaries shall be elected by the committee at the May meeting. The list of proposed LPDC secretaries will be sent before the Board of Education for consideration.

By-Laws for LPDC

Page 2

Secretary Responsibilities:

- Notify staff members of timeline for submitting an IPDP
- Notify applicants of IPDP status
- Notify State Department of Ed of staff members' status if/when necessary
- Notify other school districts of staff members' status if/when necessary
- Keep and distribute meeting minutes
- Process LPDC records of incoming staff members
- Assist chairperson in compiling a list of IPDPs for review and evaluation
- Serve as chairperson in his/her absence

Member Responsibilities:

- Attend all scheduled meetings of the LPDC and appropriate sub-committee meetings
- Participate in all assigned duties of the LPDC and appropriate sub-committee
- Complete all forms in a timely manner
- When committee member's IPDP comes up for review they will abstain from voting

Meetings: The LPDC's initial meeting of the year shall be a combined committee meeting. There will be a combined committee meeting in April to discuss and review By-Laws. The initial meeting of the year shall also include the members who are leaving office and those newly elected. Monthly committee meetings shall be held September through June. The PEA President, Superintendent, or LPDC Chairpersons may call for any special meetings they feel necessary, which may include the months of July and August.

Evaluation of the IPDP:

- The subcommittee shall then come to consensus on each criteria on the Evaluation of IPDP form.
- The subcommittee, by majority vote, will either approve or not approve the IPDP.
- Evaluation form will be completed and a copy given to the staff member.

Confidentiality: The LPDC files are available only to the following:

- Superintendent/Designee
- Treasurer
- Current LPDC members
- Individual submitting the IPDP
- Others as permitted by Ohio Revised Code

Individuals submitting the IPDP will be provided a copy of any material in his/her file upon written request or in person.

Rules: Roberts' Rules of Order – Revised

Amendments: Changes or additions may be made to the By-Laws. These proposed amendments must be submitted to the LPDC committee by the April meeting. These will be reviewed and recommendations made. The LPDC chairs will make a proposal with a recommendation to adopt or reject to the PEA Executive Committee. If approved by the Executive Committee by a majority vote, then amendments will be placed on a ballot for the PEA general membership to ratify. Likewise, the Piqua Board of Education will also vote on the amendments.

By-Laws for LPDC

Page 3

Quorum: At a combined committee meeting, seven (7) out of ten (10) members must be present for a quorum. At a subcommittee, four (4) out of five (5) members must be present. Teacher majority shall be maintained for these meetings.

Appeals: The Appeals Committee shall be an ad hoc committee comprised of three (3) members; one (1) member from each subcommittee shall be chosen by the committees and one (1) member chosen by the appellant. If the appellant is a staff member, they will choose a staff member; if the appellant is an administrator, they will choose an administrator. The appellant has the right to address the appeals committee in person or in writing. When an appeal is made, the appeals committee will meet within fourteen (14) days with a final written decision rendered within seven (7) days.

Appeals Committee Responsibilities:

- A recording secretary shall be chosen from among the three (3) members of the Appeals Committee.
- The committee shall be provided with all information concerning the appeal by the appropriate committee chairperson.
- The committee shall render a decision (by majority vote) on the appeal, and the recording secretary shall inform the staff member and the appropriate LPDC committee chairperson.
- The recording secretary shall submit all information regarding the appeal to the appropriate LPDC committee chairperson. This information will be kept with all other information regarding the IPDP of the staff member.

Release Time: There shall be a maximum of five (5) half days a year allotted for each subcommittee. The need for these half days will be determined by the chairperson.

Stipend:

- See supplemental salary schedule

Training: Internal and external consultants as needed.

**LPDC POLICIES AND PROCEDURES**

Every certificated member of the Piqua City School District who holds a provisional/professional certificate/license must have an approved IPDP on file. This plan will serve as the guideline for professional development for the individual throughout the renewal cycle. This does not include permanent certificate holders.

**Forms/Letter:**

<b>*Individual</b>	<b>LPDC</b>
Individual Professional Development Plan	Evaluation for IPDP
Credit/Activity Completion Form	Credit/Activity Completion Form
Notice of Change in IPDP	Notice of Change in IPDP
Letter of Request for Transfer of IPDP	Approval Verification Form for Educators Leaving the LPDC's

\*Each individual is responsible for obtaining and filing the proper forms with the LPDC.

**License Renewal**

The renewal cycle shall be considered the five (5) year period from the issuance of a license until the license is due to expire. All IPDP's are due by November 1 of the first year of the new license. The LPDC will act within ninety (90) days. If revisions of an IPDP are needed, they must be completed and returned within thirty (30) days of notification.

IPDP's must be submitted for approval before any work on the part of the teacher can count toward renewal/upgrade of the certificate or license. Submission of an IPDP does not automatically ensure approval. The LPDC still reserves the right to deny or approve any or all parts of the IPDP.

Staff members should have all documentation and application completed and submitted to the LPDC by May 1<sup>st</sup> of the year their license expires.

Properly validated Individual Professional Development Plans will be transferable between Miami County school districts, and non-Miami applicant Professional Development Plans will be subject to review.

Failure to comply with these policies and procedures may result in delayed issuance of license by ODE.

**Individual Professional Development Plan (IPDP)**

Each educator renewing a license must complete an IPDP, which describes activities that align his/her professional growth objectives with district, building, and student learning goals. This form must be submitted by November 1 following issuance of a license. This timeline may differ for those renewing certificates under the old standards or for those upgrading from a certificate to a license.

The individual plan will include:

- A. a statement describing the purpose and impact of his/her plan related to the attainment of district goals or student achievement.
- B. a plan detailing course work, CEU's and/or other activities to be completed for licensure.
- C. a statement that indicates completion of these activities
- D. reflection upon how their activities relate to their professional development.

**Option One**

Accumulate six (6) Semester Hours [nine (9) quarter hours]

- A. Course work for semester hours must be approved by the LPDC.
- B. Course work must be taken at an NCATE or ODE accredited college or university.
- C. Transcript or grade card indicating successful completion of course work must be provided to LPDC.

**Option Two**

Accumulate eighteen (18) CEU's

- A. CEU activities must be approved or have been endorsed by the LPDC.
- B. One (1) CEU = 10 contact hours.
- C. Certificate of completed participation signed by presenter or provider representative.

**Option Three**

Accumulate 180 contract hours credit for "Other Approved Activities"

- A. Activities must be must be approved by the LPDC
- B. Evidence of completed activity
- C. See Exhibit 15

**Option Four**

Any combination of the first three options

**Individual Professional Development Plan (IPDP)**

Examples of "other approved activities":

Activity	Working Definition	Maximum Approval CEU Credit per Licensure Cycle
ational Board Certification		18
search, action research, inquiry	Research put into action/practice pertaining to your specific job	15
it development – original, improved methodology		10
se studies	Analysis of an individual or individuals for the purpose of making educational decisions.	10
ant writing		2 for each grade for a total of 8
ofessional writing/publishing		8
rving as a mentor teacher	Must be involved in Ohio's <i>Pathwise</i> training.	6
er coaching	Working with a colleague for express purpose of increasing a specific skill	6
tside observation	Observation of another professional educator for a specific purpose	4
mmittees – (curriculum, in-service, truction, CIP, LMC)		6
dent-teacher supervision		6 per semester / 3 per quarter
hool-community partnership initiatives	This would be beyond committee work (carrying-out planned activities).	4
acher networks	Established formalized professional organization work. (This would include some aspects of "association" work, as well).	4
esentations at conference		4
adowing/Externships	In the business community/world. Part-time employment outside your field to gather information.	4
ccessful completion of Master Teacher ccess		9
acher Academy Field Experience pervisor	JVS placed students	3
her	Pre-approval	Hrs. approved by LPDC

**INDIVIDUAL PROFESSIONAL DEVELOPMENT PLAN**

Name \_\_\_\_\_ Date \_\_\_\_\_  
Current Assignment \_\_\_\_\_ Building \_\_\_\_\_  
Current License and Area \_\_\_\_\_

Plan's Beginning Date \_\_\_\_\_ Plan's Ending Date \_\_\_\_\_

**Professional Development Areas:**

\_\_\_\_\_ Instruction/Curriculum      \_\_\_\_\_ School Finance      \_\_\_\_\_ Pupil Personnel  
\_\_\_\_\_ Classroom Management      \_\_\_\_\_ Facilities      \_\_\_\_\_ Staff Personnel  
\_\_\_\_\_ School/Community Relations      \_\_\_\_\_ Other: \_\_\_\_\_

**Briefly State Your Professional Development Plan:**

(How does your plan address student, building and district needs?)

(What courses or other professional development activities will you participate in and when?)

**Evaluation:**

(What evidence will you provide?)

\_\_\_\_\_ I understand I need to complete 6 semester hours, 9 quarter hours, 18 CEUs, or an equivalent.

\_\_\_\_\_  
Signature

**NOTICE OF CHANGE IN IPDP**

Name \_\_\_\_\_  
Current Assignment \_\_\_\_\_  
Current License and Area \_\_\_\_\_

Date \_\_\_\_\_  
Building \_\_\_\_\_

License Issue Date \_\_\_\_\_

License Expiration Date \_\_\_\_\_

**Components of plan to be changed:**

**State reasons for proposed changes:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

-----  
LPDC use only

Changes approved \_\_\_\_\_

Date \_\_\_\_\_

Changes denied \_\_\_\_\_

\_\_\_\_\_  
Chairperson's Signature

Reasons for denial:

\_\_\_\_\_

I wish to appeal the decision by the LPDC. All appeals must be submitted within fourteen (14) days of receipt of notification.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EVALUATION OF IPDP**

Name of Educator \_\_\_\_\_ Date \_\_\_\_\_

<b>AN</b>	<b>UNAPPROVED</b>	<b>APPROVED</b>
Addresses needs of students as identified in building goals.		
Demonstrates that teacher has reflected upon areas of his/her professional development.		
Includes a description of the purpose and potential impact of the plan.		
<b>ACTIVITIES</b>	<b>UNAPPROVED</b>	<b>APPROVED</b>
Coursework, CEU's or other approved activities totaling 6 semester hours, 9 quarter hours, 18 CEU's or 180 contact hours or a combination thereof.		
There is a clear relationship between the activities and the proposed outcome of the plan.		
Activities are appropriate for professional educators.		
<b>DOCUMENTATION</b>	<b>UNAPPROVED</b>	<b>APPROVED</b>
Specifies what evidence of completion will be provided.		

Comments:

Approved \_\_\_\_\_

Date \_\_\_\_\_

Denied \_\_\_\_\_

\_\_\_\_\_  
Chairperson's Signature

I wish to appeal the decision by the LPDC. All appeals must be submitted within fourteen (14) days of receipt of notification.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPROVAL VERIFICATION FORM**  
**FOR EDUCATORS LEAVING THE LPDC**

This verifies that the attached Individual Professional Development Plan was approved on

\_\_\_\_\_ And that \_\_\_\_\_  
Date Name of Educator

Had completed \_\_\_\_\_ college/university semester hours, \_\_\_\_\_ local continuing education units, and \_\_\_\_\_ approved activity hours towards the completion of this plan.

\_\_\_\_\_ \_\_\_\_\_  
Date Name of Authorized Signature Authorized Signature

Name of receiving school district \_\_\_\_\_

Name of LPDC (if different) \_\_\_\_\_

LPDC address \_\_\_\_\_

LPDC contact person \_\_\_\_\_ LPDC Phone # \_\_\_\_\_

PIQUA CITY SCHOOLS  
PAYMENT SCHEDULE - SUPPLEMENTAL CONTRACTS

<u>*Dates</u>	<u>Amount</u>	<u>Position</u>
9/15	Full Salary	Band Camp - Assistant Director
9/15 + 11/15	½ Salary	Football, Golf, Cross Country, Volleyball, Tennis - Girls, Soccer, HS Cheerleader Advisor - Soccer
10/1 + 11/15	½ Salary	Senior Class Play Advisor
11/15	Full Salary	Assistant Director/Marching Band, National Certification
11/15 + 3/15	½ Salary	Drill Team Advisor, HS Cheerleader Advisor-Football/Basketball, Freshman Cheerleader Advisor, JHS Cheerleader Advisor
12/15 + 3/15	½ Salary	Basketball, Wrestling, Faculty Manager, Swimming, Diving, Assistant Athletic Trainer, Bowling (Head & Assistant)
1/1 + 3/15	½ Salary	Spring Musical Positions
1/1 + 5/15	½ Salary	Strength Coordinator, Show Choir Choreographer, Chess Club Advisor, Smoke Signals Advisor, "Tomahawk Beat" Advisor, Piquonian Production Supervisor, Student Leadership Advisor, National Honor Society Advisor, Computer Club Advisor, HS Class Advisors, District Library Coordinator, Academic Challenge Advisor, Safety Patrol Advisor, Young Astronauts Advisor, Key Club Advisor, Renaissance Program Advisor, Building Technology Coordinator w/Release Time, Building Technology Coordinator w/No Release Time, Division Chairpersons, Chapter I Chairperson, Grade Level Chairpersons, Special Education Chairperson, Art Coordinator, Music Chairperson, Odyssey of the Mind Coordinator, Science Olympiad Coordinator, NEED Team Advisor, Travel Stipends, Building Coordinator-I.A.T., Muse Machine, Mentor Teacher, LPDC Chair, Secretary and Member, Link Crew Advisor, Art Club Advisor, Speech & Debate Club Advisor, PJHS Team Leaders, Rotary Interact Club Advisor, D.I. Coordinator (Elementary & Secondary), Model United Nations (PHS & PJHS)
3/15 + 5/15	½ Salary	Baseball, Softball, Track, Tennis-Boys, JHS Tennis-Intramurals, JHS Drama
9/15, 11/15, 12/15, 3/15, 5/15	1/5 Salary	Athletic Trainer
26 or 22 Pays		Supplementals issued in conjunction with regular teaching position: Speech, Nurses and Special Education, Choir and Band, Extended Service
1/1 + 6/15	½ Salary	Travel Stipend - Elementary Instruction Coordinator
Paid upon submission of Time Sheet		Saturday/Extended Day School & Summer School

\*Dates indicated are defined as follows: First pay date after the date listed.

# Index and Salary for 2011-2012

#1

Step	Base \$33,777		B.S. Degree		B.S. + 15 Sem Hr		Five yrs		M.A. Degree		M.A. + 10 Sem Hr		M.A. + 30 Sem Hr		Step
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	
0	1.000	33,777	1.040	35,128	1.070	36,141	1.140	38,506	1.160	39,181	1.180	39,857	1.180	39,857	0
1	1.043	35,229	1.083	36,580	1.113	37,594	1.194	40,330	1.214	41,005	1.234	41,681	1.234	41,681	1
2	1.086	36,682	1.126	38,033	1.156	39,046	1.248	42,154	1.268	42,829	1.288	43,505	1.288	43,505	2
3	1.129	38,134	1.169	39,485	1.199	40,499	1.302	43,978	1.322	44,653	1.342	45,329	1.342	45,329	3
4	1.172	39,587	1.212	40,938	1.242	41,951	1.356	45,802	1.376	46,477	1.396	47,153	1.396	47,153	4
5	1.215	41,039	1.255	42,390	1.285	43,403	1.410	47,626	1.430	48,301	1.450	48,977	1.450	48,977	5
6	1.258	42,491	1.298	43,843	1.328	44,856	1.464	49,450	1.484	50,125	1.504	50,801	1.504	50,801	6
7	1.301	43,944	1.341	45,295	1.371	46,308	1.518	51,273	1.538	51,949	1.558	52,625	1.558	52,625	7
8	1.344	45,396	1.384	46,747	1.414	47,761	1.572	53,097	1.592	53,773	1.612	54,449	1.612	54,449	8
9	1.387	46,849	1.427	48,200	1.457	49,213	1.626	54,921	1.646	55,597	1.666	56,272	1.666	56,272	9
10	1.430	48,301	1.470	49,652	1.500	50,666	1.680	56,745	1.700	57,421	1.720	58,096	1.720	58,096	10
11	1.473	49,754	1.513	51,105	1.543	52,118	1.734	58,569	1.754	59,245	1.774	59,920	1.774	59,920	11
12	1.516	51,206	1.556	52,557	1.586	53,570	1.788	60,393	1.808	61,069	1.828	61,744	1.828	61,744	12
13	1.559	52,658	1.599	54,009	1.629	55,023	1.842	62,217	1.862	62,893	1.882	63,568	1.882	63,568	13
14	1.602	54,111	1.642	55,462	1.672	56,475	1.896	64,041	1.916	64,717	1.936	65,392	1.936	65,392	14
15	1.645	55,563	1.685	56,914	1.715	57,928	1.950	65,865	1.970	66,541	1.990	67,216	1.990	67,216	15
18	1.688	57,016	1.728	58,367	1.758	59,380	2.004	67,689	2.024	68,365	2.044	69,040	2.044	69,040	18
24	1.731	58,468	1.771	59,819	1.801	60,832	2.058	69,513	2.078	70,189	2.098	70,864	2.098	70,864	24
25							2.115	71,438	2.148	72,553	2.180	73,634	2.180	73,634	25

\* Five Years: Description of column classification of the Five Year Column- Having earned a bachelor's degree and accumulated 150 semester hours or 225 quarter hours of college credit from accredited institutions.

**PIQUA CITY SCHOOLS**  
**Supplemental Salary Schedule**  
**Effective August 1, 2011**

(B.S., 0 Experience) - \$33,777

POSITION	STEP 0		STEP 1		STEP 2		STEP 3		STEP 4	
	Index	Amount								
<b>Category 1</b>	0.2300	\$7,769	0.2415	\$8,157	0.2536	\$8,566	0.2663	\$8,995	0.2796	\$9,444
Trainer (year round position)										
<b>Category 2</b>	0.1700	\$5,742	0.1785	\$6,029	0.1874	\$6,330	0.1968	\$6,647	0.2066	\$6,978
Head Football Coach Head Basketball Coach - Boys Head Basketball Coach - Girls										
<b>Category 3</b>	0.1500	\$5,067	0.1575	\$5,320	0.1654	\$5,587	0.1736	\$5,864	0.1823	\$6,158
Head Wrestling Coach Head Track Coach - Boys & Girls Combined Head Baseball Coach Head Softball Coach										
<b>Category 4</b>	0.1050	\$3,547	0.1103	\$3,726	0.1158	\$3,911	0.1216	\$4,107	0.1276	\$4,310
Assistant Athletic Trainer Assistant Football Coach Head Volleyball Coach Head Soccer Coach - Boys Head Soccer Coach - Girls Assistant Basketball Coach - Boys Assistant Basketball Coach - Girls Head Varsity Golf Coach Head Varsity Swimming Coach Head Track Coach - Boys Head Varsity Cross Country Coach Head Track Coach - Girls Athletic Faculty Manager (year round position) High School Choir/Show Choir Director Head Girls Varsity Tennis Coach Head Boys Varsity Tennis Coach										





**PIQUA CITY SCHOOLS**  
**Supplemental Salary Schedule**  
 Effective August 1, 2011

(B.S., 0 Experience) \$33,777

POSITION	STEP 0		STEP 1		STEP 2		STEP 3		STEP 4	
	Index	Amount	Index	Amount	Index	Amount	Index	Amount	Index	Amount
<b>Category 11</b>	0.0200	\$676	0.0210	\$709	0.0220	\$743	0.0232	\$784	0.0243	\$821
Sophomore Class Advisor			Odyssey of the Mind Coordinator - Sr. High				Freshman Class Advisor			
Computer Club Advisor - Jr. High			Odyssey of the Mind Coordinator - Jr. High				Safety Patrol Advisor			
Yes Team Advisor			Muse Machine Advisor				Student Leadership Advisor - Elementary			
Art Club Advisor			Young Astronauts Advisor				Traveling Teachers			
National Jr. Honor Society Advisor - Jr. High			Mentor Teacher				Traveling Nurses			
Jr. High Chess Club Advisor			Model UN- PHS (2)				Traveling Speech and Hearing Pathologists			
D.I. Coordinator- Elementary			Model UN- PJHS (2)				D.I. Coordinator- Secondary			
<b>Category 12</b>	0.0100	\$338	0.0105	\$355	0.0110	\$372	0.0116	\$392	0.0122	\$412
Renaissance Program Advisor										

Saturday School	\$74.95 per two (2) hour session or \$37.48 per hour
Summer School	Hourly rate of .000775 of B.S. Column, 0 Experience Step (\$26.18 per hour)
Elementary Instruction Coordinator	\$1,000 per year
National Certification Stipend	\$1,000 paid in year certification is attained

**PIQUA CITY SCHOOLS**  
**Supplemental Salary Schedule**  
 Effective August 1, 2011

(B.S., 0 Experience) \$33,777

POSITION	STEP 0		STEP 1		STEP 2		STEP 3		STEP 4	
	Index	Amount								

**Notes Regarding the Supplemental Salaries:**

- (1) Supplemental duties shall be defined as those duties for which compensation is determined pursuant to 'Schedule D' of this agreement. Employees performing duties shall be issued written individual supplemental limited contracts.
  
- (2) All supplemental contracts of bargaining unit members shall expire on June 30 of each calendar year, unless the Board takes affirmative action to renew such prior to that date.
  
- (3) Qualifications for supplemental positions shall be established by the Board and made available to interested applicants. Staff members who, in the opinion of the Board, meet the qualifications for the position shall be granted employment over non-employees.
  
- (4) Supplemental positions are considered vacant when the Board fails to renew the contract of the incumbent, and the position is subsequently posted as a vacancy when the Board creates a new supplemental and posts it as a vacancy.
  
- (5) A payment schedule will be distributed yearly to employees receiving a supplemental contract.
  
- (6) Staff Members who hold supplemental contracts for the position of Special Education Teacher for the contract year effective August 1, 1995, will be "Grandfathered" and receive the supplemental stipend as long as they hold a qualifying special education position. Changing from a special education assignment will terminate the "Grandfather" provisions for the staff member. Effective August 1, 2002, Staff Members who hold supplemental contracts for the Special Education Teacher for the contract year effective August 1, 1996, and contract years after that date, will receive the Category 10 supplemental stipend. The provision is not retroactive to August 1, 1996.

# Index and Salary for 2012-2013

#1

Step	Base \$33,959		B.S. Degree		B.S. + 15 Sem Hr		Five yrs		M.A. Degree		M.A. + 10 Sem Hr		M.A. + 30 Sem Hr		Step
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	
0	1.000	33,959	1.040	35,317	1.070	36,336	1.140	38,713	1.160	39,392	1.180	40,072			0
1	1.043	35,419	1.083	36,778	1.113	37,796	1.194	40,547	1.214	41,226	1.234	41,905			1
2	1.086	36,879	1.126	38,238	1.156	39,257	1.248	42,381	1.268	43,060	1.288	43,739			2
3	1.129	38,340	1.169	39,698	1.199	40,717	1.302	44,215	1.322	44,894	1.342	45,573			3
4	1.172	39,800	1.212	41,158	1.242	42,177	1.356	46,048	1.376	46,728	1.396	47,407			4
5	1.215	41,260	1.255	42,619	1.285	43,637	1.410	47,882	1.430	48,561	1.450	49,241			5
6	1.258	42,720	1.298	44,079	1.328	45,098	1.464	49,716	1.484	50,395	1.504	51,074			6
7	1.301	44,181	1.341	45,539	1.371	46,558	1.518	51,550	1.538	52,229	1.558	52,908			7
8	1.344	45,641	1.384	46,999	1.414	48,018	1.572	53,384	1.592	54,063	1.612	54,742			8
9	1.387	47,101	1.427	48,459	1.457	49,478	1.626	55,217	1.646	55,897	1.666	56,576			9
10	1.430	48,561	1.470	49,920	1.500	50,939	1.680	57,051	1.700	57,730	1.720	58,409			10
11	1.473	50,022	1.513	51,380	1.543	52,399	1.734	58,885	1.754	59,564	1.774	60,243			11
12	1.516	51,482	1.556	52,840	1.586	53,859	1.788	60,719	1.808	61,398	1.828	62,077			12
13	1.559	52,942	1.599	54,300	1.629	55,319	1.842	62,552	1.862	63,232	1.882	63,911			13
14	1.602	54,402	1.642	55,761	1.672	56,779	1.896	64,386	1.916	65,065	1.936	65,745			14
15	1.645	55,863	1.685	57,221	1.715	58,240	1.950	66,220	1.970	66,899	1.990	67,578			15
18	1.688	57,323	1.728	58,681	1.758	59,700	2.004	68,054	2.024	68,733	2.044	69,412			18
24	1.731	58,783	1.771	60,141	1.801	61,160	2.058	69,888	2.078	70,567	2.098	71,246			24
25							2.115	71,823	2.148	72,944	2.180	74,031			25

\* Five Years: Description of column classification of the Five Year Column- Having earned a bachelor's degree and accumulated 150 semester hours or 225 quarter hours of college credit from accredited institutions.

**PIQUA CITY SCHOOLS**  
**Supplemental Salary Schedule**  
**Effective August 1, 2012**

(B.S., 0 Experience) \$33,959

POSITION	STEP 0		STEP 1		STEP 2		STEP 3		STEP 4	
	Index	Amount								
<b>Category 1</b>	0.2300	\$7,811	0.2415	\$8,201	0.2536	\$8,612	0.2663	\$9,043	0.2796	\$9,495
Trainer (year round position)										
<b>Category 2</b>	0.1700	\$5,773	0.1785	\$6,062	0.1874	\$6,364	0.1968	\$6,683	0.2066	\$7,016
Head Football Coach Head Basketball Coach - Boys Head Basketball Coach - Girls										
<b>Category 3</b>	0.1500	\$5,094	0.1575	\$5,349	0.1654	\$5,617	0.1736	\$5,895	0.1823	\$6,191
Head Wrestling Coach Head Track Coach - Boys & Girls Combined Head Baseball Coach Head Softball Coach										
<b>Category 4</b>	0.1050	\$3,566	0.1103	\$3,746	0.1158	\$3,932	0.1216	\$4,129	0.1276	\$4,333
Assistant Athletic Trainer Assistant Football Coach Head Volleyball Coach Head Soccer Coach - Boys Head Soccer Coach - Girls Assistant Basketball Coach - Boys Assistant Basketball Coach - Girls Head Varsity Golf Coach Head Varsity Swimming Coach Head Track Coach - Boys Head Varsity Cross Country Coach Head Track Coach - Girls Athletic Faculty Manager (year round position) High School Choir/Show Choir Director Head Girls Varsity Tennis Coach Head Boys Varsity Tennis Coach										

**PIQUA CITY SCHOOLS**  
**Supplemental Salary Schedule**  
**Effective August 1, 2012**

(B.S., 0 Experience) \$33,959

POSITION	STEP 0		STEP 1		STEP 2		STEP 3		STEP 4	
	Index	Amount	Index	Amount	Index	Amount	Index	Amount	Index	Amount
<b>Category 5</b>	0.0850	\$2,887	0.0893	\$3,033	0.0937	\$3,182	0.0984	\$3,342	0.1033	\$3,508
Freshman Football Coach Jr. High Football Coordinator Head Bowling Coach- Boys	Freshman Basketball Coach - Girls Assistant Wrestling Coach Head Bowling Coach- Girls			Freshman Basketball Coach - Boys High School Band Director						
<b>Category 6</b>	0.0700	\$2,377	0.0735	\$2,496	0.0772	\$2,622	0.0810	\$2,751	0.0851	\$2,890
Assistant Volleyball Coach Assistant Soccer Coach - Boys Assistant Soccer Coach - Girls Junior High Football Coach Science Olympiad Coordinator - PHS (2)	Jr. High Basketball Coach - Boys 7th Grade Jr. High Basketball Coach - Girls 7th Grade Jr. High Basketball Coach - Boys 8th Grade Jr. High Basketball Coach - Girls 8th Grade Building Technology Coordinator (No release time)			Assistant Baseball Coach Assistant Softball Coach Assistant Track Coach - Boys Assistant Track Coach - Girls Science Olympiad Coordinator - PJHS (2)						
<b>Category 7</b>	0.0550	\$1,868	0.0578	\$1,963	0.0606	\$2,058	0.0637	\$2,163	0.0669	\$2,272
Freshman Softball Coach Freshman Volleyball Coach Jr. High Volleyball Coach Jr. High Wrestling Coach - Combined 7th and 8th Assistant Cross Country Coach (Includes Jr. High) LPDC Chairperson	Spring Musical - Producer/Director Smoke Signals Advisor - Sr. High Tomahawk Beat Advisor - Sr. High Freshman Baseball Coach Jr. High Track Coach - Girls			Piquonian Production Supervisor Diving Coach Assistant Bowling Coach- Boys Building Coordinator - I. A. T. Teams Jr. High Track Coach - Boys LPDC Secretary						



**PIQUA CITY SCHOOLS**  
**Supplemental Salary Schedule**  
**Effective August 1, 2012**

(B.S., 0 Experience) \$33,959

POSITION	STEP 0		STEP 1		STEP 2		STEP 3		STEP 4	
	Index	Amount	Index	Amount	Index	Amount	Index	Amount	Index	Amount
<b>Category 11</b>	0.0200	\$679	0.0210	\$713	0.0220	\$747	0.0232	\$788	0.0243	\$825
Sophomore Class Advisor	Odyssey of the Mind Coordinator - Sr. High				Freshman Class Advisor					
Computer Club Advisor - Jr. High	Odyssey of the Mind Coordinator - Jr. High				Safety Patrol Advisor					
Yes Team Advisor	Muse Machine Advisor				Student Leadership Advisor - Elementary					
Art Club Advisor	Young Astronauts Advisor				Traveling Teachers					
National Jr. Honor Society Advisor - Jr. High	Mentor Teacher				Traveling Nurses					
Jr. High Chess Club Advisor	Model UN- PHS (2)				Traveling Speech and Hearing Pathologists					
D.I. Coordinator- Elementary	Model UN- PJHS (2)				D.I. Coordinator- Secondary					
<b>Category 12</b>	0.0100	\$340	0.0105	\$357	0.0110	\$374	0.0116	\$394	0.0122	\$414
Renaissance Program Advisor										

Saturday School	\$74.95 per two (2) hour session or \$37.48 per hour
Summer School	Hourly rate of .000775 of B.S. Column, 0 Experience Step (\$26.32 per hour)
Elementary Instruction Coordinator	\$1,000 per year
National Certification Stipend	\$1,000 paid in year certification is attained

**PIQUA CITY SCHOOLS**  
**Supplemental Salary Schedule**  
**Effective August 1, 2012**

(B.S., 0 Experience) \$33,959

POSITION	STEP 0		STEP 1		STEP 2		STEP 3		STEP 4	
	Index	Amount								

**Notes Regarding the Supplemental Salaries:**

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- (2) All supplemental contracts of bargaining unit members shall expire on June 30 of each calendar year, unless the Board takes affirmative action to renew such prior to that date.
  
- (3) Qualifications for supplemental positions shall be established by the Board and made available to interested applicants. Staff members who, in the opinion of the Board, meet the qualifications for the position shall be granted employment over non-employees.
  
- (4) Supplemental positions are considered vacant when the Board fails to renew the contract of the incumbent, and the position is subsequently posted as a vacancy when the Board creates a new supplemental and posts it as a vacancy.
  
- (5) A payment schedule will be distributed yearly to employees receiving a supplemental contract.
  
- (6) Staff Members who hold supplemental contracts for the position of Special Education Teacher for the contract year effective August 1, 1995, will be "Grandfathered" and receive the supplemental stipend as long as they hold a qualifying special education position. Changing from a special education assignment will terminate the "Grandfather" provisions for the staff member. Effective August 1, 2002, Staff Members who hold supplemental contracts for the Special Education Teacher for the contract year effective August 1, 1996, and contract years after that date, will receive the Category 10 supplemental stipend. The provision is not retroactive to August 1, 1996.

# Index and Salary for 2013-2014

#1

Step	Base \$33,959		B.S. Degree		B.S. + 15 Sem Hr		Five yrs		M.A. Degree		M.A. + 10 Sem Hr		M.A. + 30 Sem Hr		Step
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	
0	1.000	33,959	1.040	35,317	1.070	36,336	1.140	38,713	1.160	39,392	1.180	40,072			0
1	1.043	35,419	1.083	36,778	1.113	37,796	1.194	40,547	1.214	41,226	1.234	41,905			1
2	1.086	36,879	1.126	38,238	1.156	39,257	1.248	42,381	1.268	43,060	1.288	43,739			2
3	1.129	38,340	1.169	39,698	1.199	40,717	1.302	44,215	1.322	44,894	1.342	45,573			3
4	1.172	39,800	1.212	41,158	1.242	42,177	1.356	46,048	1.376	46,728	1.396	47,407			4
5	1.215	41,260	1.255	42,619	1.285	43,637	1.410	47,882	1.430	48,561	1.450	49,241			5
6	1.258	42,720	1.298	44,079	1.328	45,098	1.464	49,716	1.484	50,395	1.504	51,074			6
7	1.301	44,181	1.341	45,539	1.371	46,558	1.518	51,550	1.538	52,229	1.558	52,908			7
8	1.344	45,641	1.384	46,999	1.414	48,018	1.572	53,384	1.592	54,063	1.612	54,742			8
9	1.387	47,101	1.427	48,459	1.457	49,478	1.626	55,217	1.646	55,897	1.666	56,576			9
10	1.430	48,561	1.470	49,920	1.500	50,939	1.680	57,051	1.700	57,730	1.720	58,409			10
11	1.473	50,022	1.513	51,380	1.543	52,399	1.734	58,885	1.754	59,564	1.774	60,243			11
12	1.516	51,482	1.556	52,840	1.586	53,859	1.788	60,719	1.808	61,398	1.828	62,077			12
13	1.559	52,942	1.599	54,300	1.629	55,319	1.842	62,552	1.862	63,232	1.882	63,911			13
14	1.602	54,402	1.642	55,761	1.672	56,779	1.896	64,386	1.916	65,065	1.936	65,745			14
15	1.645	55,863	1.685	57,221	1.715	58,240	1.950	66,220	1.970	66,899	1.990	67,578			15
18	1.688	57,323	1.728	58,681	1.758	59,700	2.004	68,054	2.024	68,733	2.044	69,412			18
24	1.731	58,783	1.771	60,141	1.801	61,160	2.058	69,888	2.078	70,567	2.098	71,246			24
25							2.115	71,823	2.148	72,944	2.180	74,031			25

\* Five Years: Description of column classification of the Five Year Column- Having earned a bachelor's degree and accumulated 150 semester hours or 225 quarter hours of college credit from accredited institutions.

**PIQUA CITY SCHOOLS**  
**Supplemental Salary Schedule**  
**Effective August 1, 2013**

(B.S., 0 Experience) \$33,959

POSITION	STEP 0		STEP 1		STEP 2		STEP 3		STEP 4	
	Index	Amount								
<b>Category 1</b>	0.2300	\$7,811	0.2415	\$8,201	0.2536	\$8,612	0.2663	\$9,043	0.2796	\$9,495
Trainer (year round position)										
<b>Category 2</b>	0.1700	\$5,773	0.1785	\$6,062	0.1874	\$6,364	0.1968	\$6,683	0.2066	\$7,016
Head Football Coach Head Basketball Coach - Boys Head Basketball Coach - Girls										
<b>Category 3</b>	0.1500	\$5,094	0.1575	\$5,349	0.1654	\$5,617	0.1736	\$5,895	0.1823	\$6,191
Head Wrestling Coach Head Track Coach - Boys & Girls Combined Head Baseball Coach Head Softball Coach										
<b>Category 4</b>	0.1050	\$3,566	0.1103	\$3,746	0.1158	\$3,932	0.1216	\$4,129	0.1276	\$4,333
Assistant Athletic Trainer Assistant Football Coach Head Volleyball Coach Head Soccer Coach - Boys Head Soccer Coach - Girls Assistant Basketball Coach - Boys Assistant Basketball Coach - Girls Head Varsity Golf Coach Head Varsity Swimming Coach Head Track Coach - Boys Head Varsity Cross Country Coach Head Track Coach - Girls Athletic Faculty Manager (year round position) High School Choir/Show Choir Director Head Girls Varsity Tennis Coach Head Boys Varsity Tennis Coach										

**PIQUA CITY SCHOOLS**  
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(B.S., 0 Experience) \$33,959

POSITION	STEP 0		STEP 1		STEP 2		STEP 3		STEP 4	
	Index	Amount	Index	Amount	Index	Amount	Index	Amount	Index	Amount
<b>Category 5</b>	0.0850	\$2,887	0.0893	\$3,033	0.0937	\$3,182	0.0984	\$3,342	0.1033	\$3,508
Freshman Football Coach Jr. High Football Coordinator Head Bowling Coach- Boys	Freshman Basketball Coach - Girls Assistant Wrestling Coach Head Bowling Coach- Girls		Freshman Basketball Coach - Boys High School Band Director							
<b>Category 6</b>	0.0700	\$2,377	0.0735	\$2,496	0.0772	\$2,622	0.0810	\$2,751	0.0851	\$2,890
Assistant Volleyball Coach Assistant Soccer Coach - Boys Assistant Soccer Coach - Girls Junior High Football Coach Science Olympiad Coordinator - PHS (2)	Jr. High Basketball Coach - Boys 7th Grade Jr. High Basketball Coach - Girls 7th Grade Jr. High Basketball Coach - Boys 8th Grade Jr. High Basketball Coach - Girls 8th Grade Building Technology Coordinator (No release time)		Assistant Baseball Coach Assistant Softball Coach Assistant Track Coach - Boys Assistant Track Coach - Girls Science Olympiad Coordinator - PJHS (2)							
<b>Category 7</b>	0.0550	\$1,868	0.0578	\$1,963	0.0606	\$2,058	0.0637	\$2,163	0.0669	\$2,272
Freshman Softball Coach Freshman Volleyball Coach Jr. High Volleyball Coach Jr. High Wrestling Coach - Combined 7th and 8th Assistant Cross Country Coach (Includes Jr. High) LPDC Chairperson	Spring Musical - Producer/Director Smoke Signals Advisor - Sr. High Tomahawk Beat Advisor - Sr. High Freshman Baseball Coach Jr. High Track Coach - Girls		Piquonian Production Supervisor Diving Coach Assistant Bowling Coach- Boys Building Coordinator - I. A. T. Teams Jr. High Track Coach - Boys LPDC Secretary							



**PIQUA CITY SCHOOLS**  
**Supplemental Salary Schedule**  
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	Index	Amount	Index	Amount	Index	Amount	Index	Amount	Index	Amount
<b>Category 11</b>	0.0200	\$679	0.0210	\$713	0.0220	\$747	0.0232	\$788	0.0243	\$825
Sophomore Class Advisor			Odyssey of the Mind Coordinator - Sr. High				Freshman Class Advisor			
Computer Club Advisor - Jr. High			Odyssey of the Mind Coordinator - Jr. High				Safety Patrol Advisor			
Yes Team Advisor			Muse Machine Advisor				Student Leadership Advisor - Elementary			
Art Club Advisor			Young Astronauts Advisor				Traveling Teachers			
National Jr. Honor Society Advisor - Jr. High			Mentor Teacher				Traveling Nurses			
Jr. High Chess Club Advisor			Model UN- PHS (2)				Traveling Speech and Hearing Pathologists			
D.I. Coordinator- Elementary			Model UN- PJHS (2)				D.I. Coordinator- Secondary			
<b>Category 12</b>	0.0100	\$340	0.0105	\$357	0.0110	\$374	0.0116	\$394	0.0122	\$414
Renaissance Program Advisor										

Saturday School	\$74.95 per two (2) hour session or \$37.48 per hour
Summer School	Hourly rate of .000775 of B.S. Column, 0 Experience Step (\$26.32 per hour)
Elementary Instruction Coordinator	\$1,000 per year
National Certification Stipend	\$1,000 paid in year certification is attained

**PIQUA CITY SCHOOLS**  
**Supplemental Salary Schedule**  
**Effective August 1, 2013**

(B.S., 0 Experience) \$33,959

POSITION	STEP 0		STEP 1		STEP 2		STEP 3		STEP 4	
	Index	Amount								

**Notes Regarding the Supplemental Salaries:**

- (1) Supplemental duties shall be defined as those duties for which compensation is determined pursuant to 'Schedule D' of this agreement. Employees performing duties shall be issued written individual supplemental limited contracts.
  
- (2) All supplemental contracts of bargaining unit members shall expire on June 30 of each calendar year, unless the Board takes affirmative action to renew such prior to that date.
  
- (3) Qualifications for supplemental positions shall be established by the Board and made available to interested applicants. Staff members who, in the opinion of the Board, meet the qualifications for the position shall be granted employment over non-employees.
  
- (4) Supplemental positions are considered vacant when the Board fails to renew the contract of the incumbent, and the position is subsequently posted as a vacancy when the Board creates a new supplemental and posts it as a vacancy.
  
- (5) A payment schedule will be distributed yearly to employees receiving a supplemental contract.
  
- (6) Staff Members who hold supplemental contracts for the position of Special Education Teacher for the contract year effective August 1, 1995, will be "Grandfathered" and receive the supplemental stipend as long as they hold a qualifying special education position. Changing from a special education assignment will terminate the "Grandfather" provisions for the staff member. Effective August 1, 2002, Staff Members who hold supplemental contracts for the Special Education Teacher for the contract year effective August 1, 1996, and contract years after that date, will receive the Category 10 supplemental stipend. The provision is not retroactive to August 1, 1996.