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NEGOTIATED AGREEMENT

BETWEEN
PIONEER CAREER AND TECHNOLOGY CENTER
AND
EDUCATION ASSOCIATION OF PIONEER

EFFECTIVE
JULY 1, 2011 THROUGH JUNE 30, 2013



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NONDISCRIMINATION/EQUAL OPPORTUNITY STATEMENT

The Board of Education does not discriminate on the basis of race, color, religion, national origin, sex, disability, military status, ancestry, genetic information, or any other legally protected characteristic, in its programs and activities, including employment opportunities.

ARTICLE I –NEGOTIATIONS PROCEDURAL AGREEMENT

100 – Recognition

The Pioneer Career and Technology Center (hereinafter Board of Education) recognizes the Education Association of Pioneer affiliated with NCOEA/OEA/NEA (hereinafter EAP) as the sole and exclusive representative for all employees of the Pioneer Career and Technology Center: A Vocational School District.

For the purpose of this Agreement, the term employee(s) and the bargaining unit covered by this master agreement shall be defined as all personnel employed by the Board of Education with the following exceptions:

- A. Management Level Employees—A person who formulates policy on behalf of the Board of Education, who responsibly directs the implementation of policy, or who may reasonably be required on behalf of the Board of Education to assist in the preparation for the conduct of collective negotiations, administer collectively negotiated agreements, or have a major role in personnel administration.
- B. Confidential Employees—A person who works in the personnel offices of the Board of Education and deals with information to be used by the Board in collective bargaining; or any person who works in a close continuing relationship with management representatives directly participating in collective bargaining. Confidential employees includes but not limited to the Secretary to the Superintendent, Receptionist to the Superintendent, Treasurer's office personnel, Secretary to the Director, EMIS Coordinator and Technology Coordinator.
- C. All Part-Time Adult Education employees.
- D. All casual and seasonal employees. For the purposes of this Master Agreement, casual and seasonal employees shall be those persons employed by the Board of Education for summer work, those persons working 20 hours per week or less, day-to-day substitutes working less than sixty (60) consecutive days in the same assignment, and student help.
- E. If an employee's status should change during the life of this Contract and they no longer are excluded as defined herein, they shall be placed on the appropriate step of the salary schedule and shall be provided all rights and benefits of the Contract. Any dispute on salary schedule placement shall be resolved through the grievance procedure.
- F. Any dispute of an employee's eligibility for bargaining unit membership shall be submitted to the State Employment Relations Board (SERB) for determination.

101 – Length of Recognition

This recognition shall continue for the duration of this Agreement and thereafter until a successor agreement is negotiated.

102 – Association Rights

Exclusive recognition shall entitle the EAP to the following organizational rights:

- A. Use of designated building bulletin boards in each teachers' lounge and teachers' workroom and food service office for EAP information.
- B. Right of EAP President to make brief announcements at staff meetings.
- C. Use of the school public address system for EAP announcements in accordance with administrative procedures.
- D. Use of staff mailboxes for distribution of EAP information.
- E. President of the EAP to be supplied an agenda of regularly scheduled Board meetings at the same time they are made available to members of the Board.
- F. President of the EAP to be supplied minutes of all regular Board meetings at no cost to the EAP.
- G. Right of the EAP to hold meetings in the school buildings in accordance with Board policy governing all other school activities.
- H. Payroll deductions for united education profession dues.

103 – Management Rights

Except as limited by the provisions of this negotiated agreement, the Board retains the right to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the district, standards of services, its overall budget, utilization of technology, and organizational structure.
- B. Direct, supervise, evaluate, or hire employees.
- C. Maintain and improve the efficiency and effectiveness of the school district.
- D. Determine the overall methods, processes, means, or personnel by which school district operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the school district.
- H. Effectively manage the work force.
- I. Take actions to carry out the mission of the school district.

104 – Commitment to Bargain/Scope of Negotiations

The Board of Education shall enter into negotiations with the EAP for the purpose of achieving a signed master agreement covering all matters pertaining to wages, hours, and terms and

conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

105 – Access to Information

Upon request by the EAP and in compliance with ORC 149.43, the Board shall supply, within ten (10) days, all public financial information relative to the operation of the district and all public information pertinent to items to be negotiated.

Likewise, when disagreement concerning the information described above occurs, the EAP shall supply, upon request and within ten (10) days, their financial information relative to the district's operation. There shall be no charge to either party for the above information.

106 – Bargaining Period

Between February 1 and sixty (60) days prior to the expiration of this Contract, the Board of Education or the EAP may request that negotiations be opened for the purpose of negotiating a successor agreement. The negotiations for the successor agreement shall be in accordance with all provisions of this Agreement.

107 – Directed Requests

Requests to open negotiations shall be in writing and either sent by certified mail or delivered in person to the receiving party. Board of Education requests shall be directed to the President of the EAP, and EAP requests shall be directed to the Superintendent. A copy of said request shall be filed with the State Employment Relations Board (SERB).

108 – Composition of Bargaining Teams

The EAP shall, without restriction, select those individuals who shall comprise the EAP bargaining team.

The Board of Education shall, without restriction, select those individuals who shall comprise the Board of Education's bargaining team.

109 – Initial Bargaining Session

The first bargaining session shall be held not later than twenty (20) days after receipt of the request to open negotiations. The purpose of the first session shall be to exchange negotiations packages and to establish dates for future bargaining sessions.

Once the packages are exchanged, no new items shall be added during the bargaining period unless mutually agreed to by the EAP and the Board of Education's bargaining teams.

110 – Agreement

As tentative agreement is reached on each item during the bargaining period, the agreement shall be reduced to writing and initialed by each team.

If agreement is reached on matters being bargained, the tentative agreements reached between the bargaining teams shall be reduced to writing and submitted to the Association for its consideration. If ratified, such written agreement shall be submitted to the Board of Education for its consideration. The Board of Education shall take action at the next regular meeting of the Board of Education or within ten (10) days of receipt of the ratified agreement

from the EAP, whichever is sooner. The EAP and the Board of Education shall consider and act upon the proposed agreement in its entirety.

111 – Final Agreement

Upon approval by both the EAP and the Board of Education, four (4) copies of the total Agreement shall be signed by the President of the Board of Education and the President of the EAP. Both parties shall retain two signed copies of the final signed Agreement which shall be binding upon both parties.

112 – Disagreement

If agreement is not reached on matters being negotiated at the end of the negotiating period or at any other time by mutual agreement between the parties, either party may declare impasse and request that an impartial mediator be appointed. Within five (5) days from the declaration of impasse, a joint written request shall be made to the Federal Mediation and Conciliation Service to appoint said mediator. Both parties hereby agree to give, upon request, such information as the mediator deems necessary.

113–Definition of Day

For purpose of this Contract, a day is defined as a school day, or when school is not in session, Monday through Friday; excluding Board of Education adopted holidays, unless otherwise stated.

ARTICLE II - GRIEVANCE PROCEDURE

200 – Purpose

The purpose of this grievance procedure shall be to secure, at the lowest possible level, equitable solutions of grievances.

201 – Definition of a Grievance

A grievance shall be defined as any alleged complaint by an employee that there has been a violation, misinterpretation, or misapplication of the EAP Master Agreement.

Grievant shall be defined as the employee(s) or the EAP on behalf of the named employee(s) initiating a grievance. EAP grievances shall be submitted for EAP Executive Council approval.

202 – Time Limits

Grievances shall be processed rapidly. The number of days indicated at each step of the established procedure shall be maximums, unless extended by mutual consent of the parties involved at each step.

If the grievant fails to meet time maximums at any step of the procedure, the grievance shall be considered waived.

Grievance conferences shall be scheduled at a time of day mutually agreed to between the grievant and his/her supervisor within the time limits set forth in the grievance procedure.

The absence or vacation of the grievant and/or administrator shall extend the running of the days, but in no instance for more than ten (10) days.

203 – Communications

All written requests, grievances, relief sought, and grievance dispositions as called for in the procedure shall be sent to the receiving party by certified letter or personal service at each step of the procedure. If service is by personal service, the individual making such service shall indicate the time and date of service and affix his/her signature thereto.

204 – Rights of Grievant

The grievant may represent himself/herself at all stages of the procedure or it shall further be the grievant's right to be accompanied by or to be represented by counsel of his/her choice at levels 1 through 4. No employee organization other than the affiliated organization shall represent the grievance or grievant in steps 1 through 4 of this procedure.

205 – Informal Level

The grievant shall first discuss the grievance with the grievant's immediate supervisor. Only the grievant and his/her immediate supervisor shall be present at such meeting. If the grievance cannot be resolved informally to the satisfaction of the grievant, the grievant shall have the right to initiate a formal grievance at Level 1 of the established procedure.

206 – Level 1: Immediate Supervisor

Within ten (10) days following the act or reasonable awareness of the act or omission upon which the grievance is based, the grievant shall file the grievance and the relief sought in writing to the immediate supervisor. The immediate supervisor shall meet with the grievant

within three (3) days to answer the grievance. The immediate supervisor shall provide a written answer to the grievant, with rationale, within three (3) days following the meeting.

207 – Level 2: Superintendent

If the grievant is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within the limit set forth in Level 1, the grievant may, within an additional five (5) days, file the grievance and the relief sought in writing to the Superintendent.

Within five (5) days after the filing of the grievance at Level 2, the Superintendent shall meet with the grievant. Within five (5) days after the meeting, the Superintendent shall give to the grievant his disposition and his rationale for such disposition in writing.

208 – Level 3: Board of Education

If the grievant is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within the time limit provided, the grievant may file, within five (5) days, the grievance and the relief sought in writing to the Treasurer of the Board of Education.

Except as noted herein, at the next regular Board of Education meeting, the Board shall hold a hearing with the grievant in executive session. For grievances involving RIF, non-renewal, or discipline with pay loss, the Board shall hold the hearing within ten (10) days. Within five (5) days following the hearing, the Board shall give to the grievant its disposition and rationale for such disposition of the grievance in writing.

Upon mutual consent of the grievant and the Board of Education, Level 3 may be waived.

209 – Level 4: Arbitration

If the grievant is still not satisfied with the disposition of the grievance at Level 3, the grievant may, within five (5) days, request arbitration by filing a written notice of the request with the Treasurer of the Board of Education.

Within five (5) days following the written request for arbitration, the Board of Education or its designated representative shall meet with the grievant for the purpose of selecting an arbitrator.

If within fifteen (15) days following the grievant's initial request for arbitration an arbitrator has not been agreed upon, the parties shall mutually request the Federal Mediation and Conciliation Service to submit the names of eleven (11) candidates.

The arbitrator shall conduct the hearing in accordance with the rules and regulations of the Federal Mediation and Conciliation Service and both parties shall abide by his/her impartial ruling. The arbitrator shall not have the power to amend, modify, add to, or detract from the terms of the Master Agreement.

An arbitrator shall be selected in accordance with the voluntary rules of the Federal Mediation and Conciliation Service.

210 – Cost of Arbitrator’s Service

Costs for the arbitrator's services shall be borne by the losing party. The arbitrator must clearly designate in his/her decision the losing party, unless it is a split decision, in which case the arbitrator shall designate it as a split decision and the cost shall be split by the parties. Costs for the transcript shall be borne by the party requesting the transcript.

211 – Miscellaneous

Any complaint pertaining to an alleged violation, misinterpretation, or misapplication of official Board of Education policy or administrative rule or regulation shall be processed through the informal level and Levels 1 through 3 only, and such complaints shall not be subject to Level 4 herein.

No material relative to an employee's filing or processing of a grievance through the established grievance procedure shall become a part of the employee's personnel file.

The EAP shall have the opportunity to be present at the resolution of any grievance.

ARTICLE III - EMPLOYEE RIGHTS

300 – Complaint Procedure

All student/parental/public complainants will first be referred to the Supervisor who shall attempt resolution at the lowest possible level. When a complaint is made concerning an employee's conduct or other activities relating to the employee's employment duties, the Supervisor shall discuss the matter with the employee. The discussion shall include details of the complaint and identification of the complainant. An informal discussion including the complainant may occur at this step but such discussion shall not constitute a conference and shall not be used as a basis for discipline. The Director shall have the same rights as the Supervisor under this section with respect to conducting this informal complaint procedure. The employee shall have the right, upon request, to representation at any informal discussion.

If the matter is not resolved at this level, it shall be referred to the Director who shall commence an investigation provided the complainant has put the complaint in writing. No complaint shall be investigated unless it is in writing and the identity of the complaining party and the nature of the complaint are provided to the bargaining unit member.

If the matter is not resolved at the above level, it shall be referred to the Superintendent who shall commence an investigation in accordance with the procedures outlined above for the Director investigation stage.

No complaint will be placed in the personnel file of a bargaining unit member unless:

- A. A conference was held including the complainant, the staff member, the Director or immediate supervisor of the staff member, and the employee's representative. In the event of mutual agreement of the Director and staff member, the complainant shall be excluded from the conference. The staff member shall be given at least three (3) days advance notice of the date, time, and place of the conference.
- B. In the event the administration desires to place a record of the conference held between the complainant, staff member, and immediate supervisor in the staff member's personnel file, the staff member shall be notified in writing and be given an opportunity to write a rebuttal to such record for placement in the personnel file. Such rebuttal must be filed within ten (10) days from the date notice is given to the staff member.
- C. No complaint regarding an employee will be heard or considered by the Board unless the procedure outlined above has been followed.
- D. Should the complaint not be resolved at the conclusion of the administrative complaint procedure and the complainant desires Board consideration of the complaint, then the following procedure shall be implemented:
 1. Complainant shall notify the Superintendent in writing of his/her request for Board consideration of the complaint at the next regular Board meeting.

2. Notice of the Board consideration of the complaint will be given to the bargaining unit member involved by means of personal delivery or registered mail as soon as possible but at least five (5) days prior to the Board meeting. If mailed, the notice will be sent to the last registered address of the employee filed with the Board.
3. The complaint shall be heard by the Board in executive session. The bargaining unit member will be allowed to remain in the executive session called for purposes of Board consideration of the complaint and will be allowed to have representation in the meeting.
4. The Board may excuse all interested parties from the executive session for private consideration of the matter.
5. If the resolution of the complaint by the Board is to become part of the employee's file, the employee shall receive a copy of the action. The employee may attach a statement or rebuttal to the filed complaint within ten (10) school days of Board action.
6. An anonymous report or a concern raised by someone wishing to remain anonymous is recognized as nothing more than a concern. The administrator/supervisor receiving an anonymous report may choose to share the anonymous item with the employee but the administrator/supervisor shall not share the information/concern with anyone else.

E. All other provisions of Article 3, Section 303 shall apply.

301 – Evaluation Process

A. All employees shall be formally evaluated based on continuous experience in the Pioneer Career and Technology Center in accordance with the following provisions:

1. For the first three (3) years in the district there shall be one goal setting conference followed by a minimum of two (2) and a maximum of three (3) formal evaluations per school year.

1st Evaluation shall be completed no later than the fifteenth of January and no earlier than twenty (20) days from the first day of work for the contract year.

2nd Evaluation shall be completed between the tenth day of February and the first day of April and no earlier than 20 days after the 1st evaluation.

If a **3rd Evaluation** is needed, it shall be completed no earlier than 20 days after the 2nd Evaluation and by April 1st.

2. Certified staff with more than three (3) years' experience in the district and who holds a five (5) year license, eight (8) year professional certificate, or a permanent certificate, shall have one goal setting conference and be formally evaluated a minimum of one (1) and a maximum of three (3) times each school year. The formal evaluation shall be done prior to April 1.
3. Certified and classified staff with a continuing contract shall be formally evaluated once every two (2) years with a maximum of three (3) per year. In the year the employee is

not evaluated they shall meet with their supervisor for a goal setting conference. The first year of a continuing contract shall be the goal setting conference year.

- B. A Notification of Concern Form may be given at any time throughout the year when an evaluator becomes aware of the deficiency or safety issue. The Notification of Concern Form shall include comments on the deficiency or safety issue as well as positive written suggestions for improvement. Within three (3) days of the issuance of a Notification of Concern Form, a conference shall be held between the supervisor and the employee to discuss the concerns and suggestions. The employee shall have twenty (20) days from the date of the conference to correct any deficiencies with the exception of safety issues, which must be corrected immediately.

Any Notification of Concern Form presented after the formal evaluation may result in another formal observation/conference for a total of up to three (3) formal observations. Any deficiencies on the form that have been corrected within the twenty (20) day time period shall not be noted on the employee's formal evaluation. If the same deficiency is noted on a subsequent Notification of Concern Form, the employer may note the deficiency on the employee's next formal evaluation. An employee may receive an unsatisfactory rating on his/her formal evaluation only after failing to submit required documents (i.e. lesson plans, inventory, etc) or receiving a Notification of Concern Form.

Those deficiencies that resulted in an unsatisfactory rating that were corrected within the twenty (20) day time period but AFTER the formal observation shall have the Notification of Concern Form attached to their formal evaluation with those deficiencies noted as having been corrected. Any deficiencies identified on the form or on the formal evaluation from prior years that have been corrected can not be carried over to the next year's formal evaluation.

- C. All formal observations for the purpose of evaluation shall be followed within three (3) days by a conference between the evaluator(s) and the employee for the purpose of discussing the formal observation and receiving a copy of the written evaluation. The evaluator shall give positive written suggestions for improvement, and goals shall be established by the employee and supervisor for continued improvement. The employee shall be given at least twenty (20) days to correct any deficiencies that have been identified in the evaluation process and conference with the exception of any safety issues which must be corrected immediately. The employee shall have the right to attach any comments regarding the evaluation to the written evaluation form. Such comments shall become a part of the written evaluation and shall be placed in the employee's personnel file.
- D. The employee shall be given notification for two formal observations at least two (2) days in advance of the date that the formal evaluation shall occur.
- E. All observations of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
- F. The only persons authorized to observe an employee for the purpose of a formal evaluation shall be the Superintendent, Director, and/or immediate Supervisor.

- G. Observations by persons other than those designated to evaluate an employee's performance as stated herein shall be held only with the written permission of the employee involved.

All arrangements for classroom visitation by college students, teachers from outside the system, and all other groups shall be made through the Director/Assistant Director and immediate Supervisor. The Director shall forward the visitation request to the employee at least 24 hours prior to the expected visit.

- H. At the request of the employee, additional evaluations and/or conferences shall be held. The same provisions that are set forth in this article shall apply.
- I. The "Classified Employee Performance Evaluation" (Pages ~~82-83~~⁷⁶⁻⁷⁷) and the "Professional Growth Profile" (Pages ~~79-80~~⁷³⁻⁷⁴) forms shall be the official evaluation instruments used for the formal observations and evaluations of employees, and shall be included in this agreement.
- J. This section is intended to supersede and replace any and all evaluation procedures set forth in Ohio Revised Code 3319.11 and 3319.111 and any other statutory evaluation procedures which may be enacted during the term of this agreement.

302 – Fair Dismissal

Rely on the procedures of Ohio Revised Code Section 3319.11 and 3319.111 for non-renewals and ORC 3319.16 and 3319.081 for terminations.

303 – Personnel Files

A. Location and Maintenance

The official personnel file system for all employees shall be kept and administered by the Superintendent of the Pioneer Career and Technology Center.

B. Contents of Personnel File

The official personnel file of all employees of the Pioneer Career and Technology Center shall contain the following, to the extent that such records are retained:

1. Application for employment
2. Confidential pre-employment references
3. Transcripts of training and education records
4. Copies of current and valid certificates and/or licenses
5. Copies of evaluations of employee performance made by the supervisory personnel
6. Employee response to the evaluation
7. Any correspondence relating to the employee

8. Employee response to any correspondence as stated in "7" above.

- C. Access to the official personnel file shall be available during regular office hours to the employee and/or his/her representative, upon written request to the Superintendent or the Superintendent's designee. Access shall be provided not later than 24 hours after the submission of the request, or the next regular workday. Neither the file nor any part thereof shall be removed from the Board of Education office. Others requesting to review a personnel file will not be granted access prior to seventy-two (72) hours following the date of the written request and notification of the employee.
- D. Each employee shall be notified in writing within five (5) days of the filing in the employee's personnel file of any document. Such notice shall not be required when such document is presented by the employee for filing, or any document prepared in accordance with the evaluation procedure or public complaint procedure.
- E. Each employee shall have the right to indicate those documents and/or other materials in his/her personnel file which he/she believes to be inaccurate, incomplete, untimely and/or irrelevant. The employee shall have the right to request that the inaccurate, incomplete, untimely, and/or irrelevant materials be removed from the file and destroyed. Such request shall be reviewed by the Superintendent. If the employee is not satisfied with the Superintendent's decision, the employee may include in the personnel file a written statement of the employee's position with respect to the disputed information. If such employee is on a continuing contract, such material shall be removed if it was filed more than three (3) years from the date of the request of removal.
- F. Access to an individual employee's file shall be in accordance with Ohio Revised Code.

304 – Non-Discrimination Clause

This Contract shall be administered in accordance with Title VI, Title IX and Section 504 (to include Discrimination and Harassment) the Pioneer Career and Technology Center is an equal opportunity institution ***"The Board of Education does not discriminate on the basis of race, color, religion, national origin, sex, disability, military status, ancestry, genetic information, or any other legally protected characteristic, in its programs and activities, including employment opportunities."***

305 – Individual Rights

- A. The Board fully recognizes all personal rights and freedoms granted by the Constitution and will abide by all laws that pertain to the staff that it employs. Recognized individual rights shall include, but are not limited to:
 - 1. The right to join and participate in any lawful civic or professional organization on one's personal time.
 - 2. The right to participate in lawful political functions on one's personal time.

3. The right to privacy and recognition that one's personal life is not a condition of employment nor a subject for reprimand or discipline, unless it interferes with the effective performance of contract duties.

B. Any discipline or reprimand related to personal activities that are in conflict with performance of contract duties shall occur only after the employee is made aware in writing of the condition and is given no less than five (5) days in advance for the opportunity to provide information. The involved employee shall be granted a conference and/or hearing upon written request with the Superintendent or his designee of the Board and may be accompanied by the representative(s) of his/her choice. If the employee is not satisfied with the Superintendent's decision, he/she shall have the right to appear before the Board of Education at the next regular or special Board meeting. The employee shall have the right to decide if he/she wishes the matter discussed in public or executive session. The employee may be accompanied by the representative(s) of his/her choice. The Board shall render its decision in writing to the employee within five (5) days after the conference.

C. For the purpose of this section, "discipline or reprimand" shall be deemed to mean suspension of duties without pay, and/or the placing of a written reprimand in the employee's personnel file.

306 – Assignment, Transfer, Vacancy, and Promotion

A. Assignments

Each certified employee shall be assigned to a specific position for which the employee is certified, if certification is necessary, and notified in writing on or before July 20 (or December 1 for second semester classes) of such assignment. Any certified teacher given an assignment after July 20 for a first semester or the full year assignment or after December 1 for a second semester assignment shall be granted paid preparation time prior to school starting or during break, or receive release time from the classroom for preparation on campus after the start of the class as follows:

New position	three (3) days
One new class	one (1) day

Assignments to Adult Education employees shall be given as soon as possible but not later than two (2) days prior to the start of class. Any employee not so notified shall be reassigned to the same position held the previous school year. When conditions necessitate, the Superintendent may make an involuntary transfer after July 20 or December 1 (second semester assignments). The resignation of any employee reassigned after July 20 shall be accepted by the Board of Education.

B. Vacancy

Vacancies in teaching, administration, supplemental positions, or classified services shall be posted on all faculty bulletin boards during the school year or after acceptance of a resignation. During the summer months, said written notice shall be given to the EAP President. During the summer months, email notice shall be sent to the home email address of those employees who have submitted to the Superintendent a written request to have all vacancy notices emailed to them. All vacancies shall be posted on the Pioneer website. Vacancy notices shall remain posted for no less than five (5) days. Any current

employee shall have the right to apply and be interviewed for such vacancy for which such employee is certificated/licensed/qualified, or will be certified/licensed/qualified by the date of the first day of service performed in the position.

Any current employee who applies for said vacancy shall be considered in accordance with this policy. Any employee interviewed for a position and not granted the position, upon request, will receive oral reasons for not being selected. The provision of this subsection shall be deemed complied with if such notice is sent by certified mail to such employee's designated summer address. In the case of newly created positions occurring during the summer months, all employees will be notified.

C. Voluntary Transfer

Employees may request a change in position annually, by submitting a written request to the Superintendent on April 1 and thereafter during the remainder of each school year. No position shall be filled until five (5) days after posting on bulletin boards, or in summer months, seven (7) days after the date of notice to the EAP. Any opening that should become available in a program that has a junior class instructor and a senior class instructor, the remaining instructor shall have the right to apply. If the current employee does not receive said position, he/she shall be given the reason(s) in writing by his/her supervisor before the position is filled.

D. Involuntary Transfer

1. An involuntary transfer shall mean a change in an employee's assignment without the employee's consent. An involuntary transfer shall only be made for compelling operational needs which cannot be reasonably achieved through other means.
2. An involuntary transfer shall be effected only after the employee involved is given written notice as to the reasons for said transfer. The employee may request in writing a meeting with the Superintendent to discuss the merits of the transfer. The employee may at his/her option have a representative of his/her choice at this meeting. No teacher shall be transferred to a position for which he/she does not hold standard certification.
3. Any teacher involuntarily transferred to an unfamiliar new assignment, excluding a teacher already receiving extended time, and excluding an adult education teacher having less than 20 hours per week student contact time for the duration of the assignment, shall be granted paid preparation time indicated below:
 - a. Certified teachers shall be granted paid preparation time prior to the start of the class, or be released from the classroom after the start of the class as follows:
 - New position—three (3) days
 - One new class—one (1) day
 - b. Adult education teachers only shall be given paid time outside the contracted hours to plan and prepare for the unfamiliar new assignment as follows:
 - One (1) hour per each 25 hours or major portion thereof above 25 hours of course contact time.

307 – Reduction in Force (RIF)

A. If it becomes necessary to reduce staff because of a decrease in pupil enrollment, return to duty of regular teachers after a leave of absence, job abolishment, attrition and other reasons referenced by ORC 3319.17 lack of work for classified employees, or by reason of suspension of schools or territorial changes affecting district, the following shall apply:

1. The EAP shall be notified each year prior to any proposed staff reduction. Notification shall not be later than:
 - a. April 30 for secondary certificated staff reductions (See 501H)
 - b. Fifty (50) days prior to implementation for classified staff reductions
 - c. Thirty (30) calendar days after an adult education class opens and enrollment fails to meet the minimum requirements for full funding.
2. Such notification shall include:
 - a. The positions for reductions being considered
 - b. Reasons for such proposals.
3. The Board of Education shall not act on any proposed staff reduction until after the EAP has had the right to present its views at a public Board of Education meeting. The EAP shall not be required to present its views any earlier than five (5) days after receipt of the Board of Education's intent.
4. If after the EAP presentation the Board of Education determines to reduce staff in accordance with this contract, it will be done in the following sequence:
 - a. Effective Date
 - 1) The effective date of any reduction in secondary certificated staff shall be July 11 of any year.
 - 2) The effective date of any reduction for adult certified staff shall be thirty (30) calendar days after the enrollment fails to meet the minimum state requirements for full funding.
 - 3) The effective date of any reduction in classified staff shall be the fifteenth day of the month following fifty (50) days' notice.
 - b. Attrition

If additional reductions are necessary, the Board of Education shall suspend contracts according to seniority (as stipulated in Section 308 of this contract) and area(s) of certification.

1) Order of contract suspension for certificated employees:

- a) Certificated employees on limited contracts with the least seniority in the affected area of certification shall have their contracts suspended first, continuing with inverse seniority.
- b) If additional reduction is necessary, the contracts of continuing contract employees shall be suspended within areas of certification on the basis of inverse seniority.

2) Bumping

The suspended contract employee can bump into any area of certification/licensure in which (s)he is certified. (S)he may only bump the teacher with the least seniority in the area of certification/licensure. If a suspended contract teacher is eligible to bump into more than one area, the teacher with the least seniority will be bumped.

Failure of an employee to bump shall in no way affect the employee's right to unemployment compensation, nor shall the Board report it as a failure to accept work.

c. Classified Employees

1) Order

- a) If additional reductions of classified employees are necessary after attrition, the contracts of classified employees shall be suspended according to inverse order of seniority within the classification grouping.
- b) There shall be nine (9) classification groupings as follows:
 - Cafeteria
 - Receptionist, Typist, Aide, Data Entry
 - Secretary (212-230 days) – Ad Ed Admissions Secretary
Attendance Secretary
Support Secretary
Welcome Center/Support Secretary
 - Secretary (230 days) – Student Services/EMIS Secretary
 - Secretary (260 days) – Administrative Operations Secretary
Adult Education Secretary
Student Services Secretary
 - Distribution Center Clerk, Job Leads Coordinator
 - Custodial–Security
 - Maintenance–Security
 - Maintenance–Technician

2) Bumping

An employee whose contract is suspended may bump the least senior employee (Section 308) from another classification grouping provided the employee has more seniority and meets the minimum qualifications for the position.

d. Adult Education

If on the first instructional day an Adult Education class enrollment fails to meet the minimum requirements for full funding, the instructor shall have thirty (30) calendar days in which to reach the minimum enrollment. If the minimum enrollment level is not achieved within those thirty (30) calendar days, the Board may implement a RIF in those classifications immediately thereafter.

If consultant/customized programs fail to meet the required billable hours for financial solvency after the first one hundred (100) days of the school year, the position may be subject to a reduction in force. The employee affected by the reduction must be provided with notice seventy (70) days after the start of the school year, with the reduction to be effective on the one hundredth (100th) day.

If Adult Consultant/Customized position(s) have been RIF'd (reduction-in-force) mid-year, unless an equivalent position is offered, the person RIF'd will have the option to accept/decline a less than equivalent position without loss of recall rights.

Further, if properly certified, they may accept a high school position offered through attrition, or bump into the least senior position in the same certification area, at the end of the current high school year. It is to be understood that failure to accept an equivalent position will result in the loss of recall rights.

Notification must be provided to the Superintendent no less than five (5) days prior to May 1 of the intent to bump. The adult instructor would commence the high school position starting the following school year.

B. Rights While on Suspension

1. If re-employed, the employee shall have the right to return to the same contract status, seniority level, total sick leave accumulation and any other benefits of employment that had accrued to the employee prior to the suspension.
2. The employee shall have the right to purchase any and all insurance benefits provided by the Board of Education for a period of 36 months.
3. The Board of Education shall cooperate in effecting the employee's lawful right to unemployment compensation benefits while under suspension.

C. Recall Rights

1. Employees who are suspended shall be retained on the recall list for 36 months from the effective date of the reduction in force, during which time they must be

offered re-employment in their area(s) of certification/classification as their seniority status so mandates in accordance with Section 308.

2. An employee may be removed from the seniority list if he/she:
 - a. Waives his/her recall rights in writing
 - b. Resigns
 - c. Fails to accept recall to a position which he/she is certified/licensed
 - d. Fails to report to work within ten (10) days after receipt of the notice of recall, unless sick or injured.

308 – Seniority

A. Seniority Defined

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

1. Seniority shall begin to accrue to an employee from the first day worked in a bargaining unit position.
2. Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits or has their contract suspended while on layoff status, as per the reduction in force section of this agreement or is on an approved leave of absence.
3. Full-time employees shall accrue one (1) year of seniority for each year employed as determined by the minimal full-time standard as defined by this agreement.
4. Employees employed between twenty-one (21) and thirty-four (34) hours per scheduled work week shall accrue seniority prorated against the thirty-four (34) hour standard.
5. No employee shall accrue more than one (1) year of seniority in any one (1) work year.
6. An employee teaching under temporary certification and rehired for a succeeding school year shall maintain seniority rights for all years of teaching in the district under the temporary certificate.

B. Equal Seniority

A tie in seniority shall occur when two (2) or more employees in the same area of certification or the same classification have the same amount of seniority credit as determined by the seniority list. Ties in seniority shall be broken by the following method to determine the most senior employee:

1. The employee with the earliest date of a completed application* for a bargaining unit position for which they are subsequently employed, which followed an official posting in the school district; then

*An application for a bargaining unit position will always take precedence over an application for a non-bargaining unit position.

2. The employee with the first day worked for the Board of Education; then
3. The employee with the earliest date of hire by the Board of Education; then
4. By lottery, the employee whose name is drawn first will have the most seniority, etc. This procedure shall be implemented in the presence of designated EAP representatives.

C. Superseniority

For layoff purposes only, employees employed under a continuing contract shall have greater seniority than employees under a limited contract.

D. Loss of Seniority

Seniority shall be lost when an employee retires or resigns; is terminated; is employed in a full-time, non-bargaining unit position for more than one (1) contract year; is non-renewed; or is otherwise removed from the recall list as stipulated in the reduction in force section.

E. Resumption of Seniority

1. Any bargaining unit member who left the bargaining unit in excess of one (1) contract year to enter a supervisory/administrative position at Pioneer and later returns to a bargaining unit position created by a voluntary vacancy shall be credited with all Pioneer Career and Technology Center bargaining unit seniority accrued prior to leaving the bargaining unit. Time spent in non-bargaining unit positions shall not count towards seniority.

Voluntary vacancy shall be a vacancy initiated by an employee resignation or retirement or by the addition of a position for which a bargaining unit member did not apply.

Supervisors/administrators may not bump bargaining unit members in order to re-enter the bargaining unit.

2. Any adult education instructor/coordinator who previously worked in the EAP bargaining unit and left the bargaining unit to teach in the Pioneer adult education department shall be credited with all Pioneer Career and Technology Center bargaining unit seniority accrued prior to leaving the bargaining unit.

F. Posting of Seniority List

Upon request of the EAP, the seniority list shall be posted annually by December 1 of each school year. The Board of Education shall prepare and post on each designated EAP bulletin board in each building a seniority list indicating by area(s) of certification and by classifications, the date of application, the first date worked, the date of Board of Education

hire, and the contract status of each employee. Such list shall be provided to the EAP president at least ten (10) days before the date of posting each school year.

1. The names of employees on the seniority list shall appear in seniority rank order in each area of certification and classification. The name of the most senior employee shall appear at the top of the listing and the name of the least senior employee shall appear at the bottom of the listing.
2. The names of employees who are certified in more than one (1) area of certification shall be included on the listing for all areas in which they are certified.

G. Correction of Inaccuracies

Each employee shall have a period of thirty (30) days after the posting of the seniority lists in which to advise the Board of Education or its agent(s) and the EAP, in writing, of any inaccuracies which affect the employee's seniority. The Board of Education or its agent(s) shall investigate all reported inaccuracies and make such adjustments as may be in order and shall post the updated seniority lists immediately. No protest shall be considered after thirty (30) days of the posting of the seniority lists and the lists shall be considered as final until the next posting.

H. Transfer of Units

Teachers involved in the transfer of units from home school districts will be employed by the Pioneer Career and Technology Center under the terms and conditions of the Master Agreement between the Board and the Association. They shall be given full credit on the Pioneer salary schedule for all their years of teaching service previously credited to the salary schedule of the home district from which the units were transferred; further, they shall be afforded all rights and benefits of a regular teaching employee of Pioneer including salary, extended time, and fringe benefits, except as noted below.

1. Any teacher employed by the Board as a result of transfer of units shall accrue Pioneer seniority from the first day worked in a Pioneer bargaining unit position. Said teachers shall not be subject to displacement by more senior Pioneer teachers assigned to the Pioneer building nor by more senior teachers assigned to any other Pioneer satellite building. Said unit transfer teacher shall have bumping rights to the Pioneer building based on their Pioneer seniority only.

ARTICLE IV – LEAVE PROVISIONS

400 – Sick Leave

- A. Sick leave shall be cumulative to a maximum of 235 days. Each employee shall be entitled to eighteen (18) days' sick leave, with pay, for each year under contract, which shall be credited at the rate of one and one-half (1½) days per month. Employees who have 235 days of accumulated sick leave on July 1 shall continue to accrue sick leave up to a maximum of three (3) additional days in a separate pool to a maximum accrual of three (3) days. Employees shall be given the option of converting unused personal leave into sick leave in lieu of paid compensation. The conversion shall occur according to the schedule in Section 402 D.
- B. The Board of Education shall advance sick leave to its full-time employees the number of days necessary to bring the total accumulation to five (5) days. An additional 13 days shall be advanced for catastrophic health events, pregnancy, chronic or extended illness. The Board of Education shall further adopt a regulation that may permit an employee to request an additional advance of sick leave over the eighteen (18) days required above. This regulation shall be uniformly administered. When an employee needs more than the advanced eighteen (18) days refer to Section 408.
- C. Sick leave shall be granted to each employee for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. Any outpatient/inpatient surgery or illness over five (5) days will require a doctor's release to return to work.

In the event of death in the employee's immediate family, the Superintendent may request verification from the employee's doctor if such leave exceeds ten (10) work days.

- D. Immediate family, for the purpose of this Contract, shall be defined as, but not limited to father, mother, brother, sister, son, daughter, husband, wife, grandchildren, grandmother, grandfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian or foster or stepparents, stepchildren, stepbrother, stepsister, aunt, uncle, or any relative living under the same roof as the employee.
- E. Sick Leave Used for Pregnancy
 - 1. Accumulated sick leave may be used by any female employee for reasons of pregnancy. Upon written notification, sick leave shall be granted for a period of her inability to perform services as determined by the employee and her attending physician.
 - 2. Sick leave as authorized under this section shall not exceed that number of accumulated and unused sick leave days to the credit of the employee as well as those days earned during the period of such leave. Section B of this article is applicable to this section (E.2.).

3. Any employee whose accumulated sick leave days are insufficient to cover the period of leave as set forth in subsection (1) of Section E and/or Section B, shall be granted pregnancy leave without pay for a period of her inability to perform her assigned duties as determined by the employee and her attending physician.
- F. Employees who have separated for purposes of disability retirement shall have the option to be paid one-third (1/3) of their accumulated sick leave at the time of their separation; payment shall eliminate their entire accumulation.

401 – Maternity/Paternity/ Adoption Leave

Upon the application of an employee, a Maternity/Paternity/Adoption Leave of Absence shall be granted, without pay. An employee who has completed less than three (3) years in the Pioneer Career and Technology Center, shall be granted leave not to exceed the remainder of the year. An employee who has completed three (3) years or more in the Pioneer Career and Technology Center shall be granted leave not to exceed the remainder of the year and one additional school year thereafter. The leave shall be as follows:

- A. An employee who is pregnant shall be entitled upon written request to a leave of absence.
- B. A male employee will be entitled upon written request to a leave of absence without pay between the time of the birth of a child to his wife and six months thereafter.
- C. An employee adopting a child will be entitled upon written request to a leave to commence any time during the first six months after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill requirements for adoption.
- D. The term of the leave shall be scheduled, to the extent possible, to cause the least disruption to the educational program. The employee shall advise the Board of Education of the commencement of the leave as far in advance as possible and shall state the date of termination of such leave in the application. Failure to state the termination date shall be deemed a termination date at the beginning of the next ensuing school year.
- E. No employee shall return to service prior to the expiration date of such leave without the approval of the Superintendent. Any employee who does not return to service at the stated termination date of such leave shall be deemed as having abandoned his/her contract and all rights and privileges of employment shall thereupon be extinguished.
- F. Upon return from approved leave at the time set forth in the application for leave, provided the return is during the same school year or immediately following the end of a semester in accordance with 4 above, the employee shall be entitled to reinstatement to the same position held prior to the leave. If the position is no longer in existence or if return is later than one (1) school year, the employee shall be reinstated to a substantially equivalent position provided the employee has valid qualifications and seniority or in the case of a certified employee, to a substantially equivalent position for which the employee holds valid, unexpired certification and seniority.

402 – Personal Leave

- A. Each employee shall be entitled to three (3) days personal leave, with pay. If an employee does not use any of the three (3) days of said leave in a given school year, one (1) day shall carry over to the following year to total four (4). The maximum in any year shall be a total of four (4) days. Reasons for which such leave shall be granted include:
1. Personal business which cannot be conducted except during school hours.
 2. Emergency situations beyond the control of the employee.
 3. Observance of religious holiday(s).
 4. Death of a close friend and/or relative not covered under sick leave.
 5. Adverse weather or road conditions not covered by school closing.
 6. Attendance at graduation, award ceremony, and/or other honorary ceremony of the employee or the employee's family.
 7. Court appearance.
- B. Notice of intent to use personal leave shall be filed at least forty-eight (48) hours prior to the intended date of use, except in emergency situations. In the case of emergencies, the form (Page 77) shall be completed upon return of the employee.
- C. Personal leave cannot be used merely for recreational purposes or for the purpose of employment. Verification of reason for requesting personal leave may be requested during specific occasions as follows:
1. The first and last student attendance days.
 2. In-service days.
 3. Days immediately preceding and following recess periods (i.e., winter and spring recesses/holidays).
- D. Compensation for unused personal leave days or pay deduct (unpaid) time in a contract year shall be based on the following schedule:
1. Certificated employees:
 - a. 0 hours used: 1 day @ per diem rate of pay plus one (1) carry over day;
 - b. more than 0 through seven (7) hours used: .75 day @ per diem rate of pay with no carry over day;
 - c. more than seven (7) through fourteen (14) hours used: .50 day @ per diem rate of pay with no carry over day.

2. Classified employees:

- a. 0 hours used: 1 day @ per diem rate of pay plus one (1) carry over day;
- b. more than 0 through eight (8) hours used: .75 day @ per diem rate of pay with no carry over day;
- c. more than eight (8) through sixteen (16) hours used: .50 day @ per diem rate of pay with no carry over day.

403 – Professional Leave

- A. An amount of no less than \$15,000.00 shall be allocated for use in the Professional Meetings and Professional Growth Fund which will be used as follows:
 1. For employees to attend meetings which are considered to be for professional improvement and/or for the welfare and benefit of the school district.
 2. Additionally each employee shall have the opportunity for a minimum of one (1) professional growth day per year. This day must be taken outside the regular workday.
- B. Application for such leave shall be filed in the Kiosk five (5) days prior to the date of such leave. Attempt will be made for professional leave requests to be processed within four (4) days of submission. If the request is not processed within four (4) days, the employee may contact the Board Office receptionist who shall inform the employee of approval or disapproval. Leave approved by the Superintendent shall not require Board approval to the extent that funds are unencumbered in the Professional Meetings and Professional Growth Fund.
- C. The applicant shall be reimbursed for his/her actual and necessary expenses as follows:
 1. Registration fee
 2. Lodging, at the current Board-approved rate
 3. Meals, at the current Board-approved rate and included as income per IRS rules.
 4. Mileage at the IRS rate per mile; if by commercial carrier, the fare as authorized in advance.
- D. Itemized statements must be submitted for reimbursement with all receipts attached. Reimbursement shall be made within 15 workdays.
- E. This section shall be uniformly administered.
- F. Attendance at the OEA Leadership Academy is a legitimate use of professional leave provided the sessions attended involve professional growth.

404 – Association Leave

Delegates from the EAP to the Ohio Education Association shall be granted time off to attend convention(s) without loss of pay. Such leave shall not exceed an aggregate of four (4) workdays per school year. Expenses, with the exception of substitutes, shall be paid by the EAP.

405 – Leave for Professional Improvement

- A. A professional employee who has completed a minimum of three (3) consecutive years of service at Pioneer may request a leave of absence for the purpose of professional educational improvement. Professional educational improvement shall be defined as full-time study directly related to the employee's current teaching position at Pioneer, or as full-time college course work that would qualify the employee for a new teaching position in the Pioneer Career and Technology Center. Full-time is defined as 40 hours per week or as defined by the university the employee is to attend, whichever applies.
- B. The professional employee may apply for such leave by completing the prescribed form which is available in the Board of Education office and submitting it no later than June 15. All leaves shall be effective as of the beginning of the school year. The application shall include the beginning and ending dates of the requested leave, location where study is to take place, number of credit hours to be enrolled for, purpose of the study, and ultimate goal employee is seeking by applying for the leave. All professional improvement leaves shall be for one school year.

The form shall also contain a statement of the employee's intent to return to his/her current position in the district at the end of the leave, and shall serve notice that if the employee chooses not to return to the current position or to another position within the district, all rights and privileges granted by such leave are forfeited including the right to any employment and the Board's STRS contribution for the employee during the leave period.

If the Superintendent approves the request, he/she shall submit it to the Board of Education with a recommendation for approval.

- C. No more than five (5) percent of the professional staff shall be granted such leave at any one time, nor shall any employee be granted such leave more than once for every five (5) years of service, nor shall such leave be granted a second time to the same individual when other employees have filed a request for such leave.
- D. All insurance coverage(s) shall be continued for those who are on such leave upon payment of the premium(s) by the employee. Said premium(s) will be payable by the 15th day of each month prior to the month of coverage to the office of the Treasurer.
- E. The employee shall be returned to service upon providing evidence that the approved plan has been followed. Upon return to service, the employee shall retain the same status, no loss in seniority, and retention of all benefits of employment.

406 – Assault Leave

- A. If an employee is at any time, while fulfilling his/her duties or responsibilities as an employee of the Board of Education, physically or mentally assaulted by another person in connection with said duties or responsibilities, the employee shall be granted up to ten (10) days of paid leave not to be deducted from accumulated sick leave.
- B. Assault shall be defined as a violent attack, either physical or verbal. It shall be verified in writing by an attending physician that said employee could not carry out his/her duties and responsibilities due to the incident and shall note that in his or her opinion the incident that occurred does meet the above definition of assault.

407 – Family and Medical Leave

- A. The Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993 and any amendments and revisions thereafter.

For purposes of family leave benefits, year shall be defined as July 1 through June 30.

408 – Catastrophic/Life-threatening Alternatives

In the event any employee who is eligible for sick leave requires leave due to a catastrophic or life-threatening illness or injury, and the employee has exhausted his/her sick leave as listed, (including advancement under Article 400 and all other available paid leaves as listed in Article IV), the Association and Administration will meet to discuss possible alternatives which may include the donation of sick leave days by other district employees as well as discussing and/or assisting in the application for disability. The Association president and superintendent (or their designees) will each assign two additional representatives besides themselves to serve on a committee to evaluate each request. Committee representatives will be selected at the time of the request and will be disbanded after the situation is resolved with a new Committee to be formed when needed. Each situation will be discussed, addressed on a case-by-case basis, and all decisions shall be reached by consensus. This provision shall apply equally to all employees of the Pioneer Career and Technology Center, including non-bargaining unit members. It is recommended that no staff member donate sick leave unless they have a personal accumulation of no less than fifty (50) days.

ARTICLE V—TEACHING ENVIRONMENT

500 – Professional and Academic Freedom

Certified employees will attempt to create in the classroom an atmosphere of freedom which permits students to raise questions dealing with critical issues of the times and which maintains an environment conducive to investigation, interpretation, analysis, and evaluation of data on all sides of the critical issues under the prescribed course of study. Academic freedom shall be guaranteed to the certified employees to preclude unnecessary constraints upon the teaching methods utilized by the individual employee, but the certified employee shall be held accountable for exercising reasonable and sound judgment in selecting for discussion those issues which he/she deems relevant to the maturity and understanding of the students involved, and in accordance with the Board-adopted Course of Study, Program of Study related to articulation agreements, and Curriculum Guide.

501 – Teaching Conditions

A. Work Year

1. The work year for certified employees shall be as follows:

184 days—Returning employees

185 days—Newly hired employees

The work year shall include:

2 Staff Workdays (one at the beginning of the school year and one at the end of the school year)

2 Professional In-service Days (as per 501F)

1 Orientation Day for newly hired staff only (at the beginning of the school year)

Prior to the regular January Board of Education meeting, the EAP shall give the Superintendent its written input concerning the school calendar for the succeeding school year.

2. Work Year—Addition of Extended Service

Those certified employees having supplemental contracts that require extended service shall work in addition to these days according to the supplemental contract provisions.

3. Preparation Day

- a. A certified employee not on extended service may request one (1) preparation day preceding the first teacher work day unless prior approval has been obtained to change that date for the following purpose(s):

- 1) Student home or business/industry visits (mileage will be paid by the Board at the approved rate).

- 2) Laboratory and/or classroom preparation.

- 3) Curriculum development.

- 4) Professional development.

- b. Work on this day will be paid at the employee's per diem rate of pay on a supplemental contract. Structured plans for this day must be presented to the immediate supervisor on or before May 1, provided the Board places the appropriate forms in each on-site instructor's mailbox at least (10) workdays prior to May 1 and mails the appropriate form to each satellite instructor, said mailings to be postmarked at least ten (10) workdays prior to May 1. Plans will be reviewed by the Superintendent for approval.
- B. The school day shall be no more than seven (7) hours a day, inclusive of a minimum of 30 minutes uninterrupted duty-free lunch, and one (1) period per staff day of non-pupil contact time. Double lab instructors shall be paid one-eighth (1/8) of their annual salary in lieu of a preparation period. (See Section 501H)
1. Double lab instructors, on site at Pioneer building, shall have the option of two (2) ten (10) minute breaks per day, one in the AM and one in the PM, if the regularly assigned float person or their substitute is available.
 2. Satellite program instructors' school work days shall be the daily schedules (length of work days) and school-year calendars of the home school where the programs are housed.
- C. Employees shall not lose any salary on days when school is closed due to weather, energy, calamity, or any other emergency provided that no such employee shall be paid for any additional days of work required to be made up to meet the minimum school year.
- D. Faculty/Department Meetings
- The total number of faculty meetings and department meetings shall not exceed 15 meetings per year (9 faculty/6 department) and shall not extend the school day beyond 7 1/2 hours.
- E. Sophomore Orientation/Open House
- It has been agreed between the Board and the Association that in order for the Association to have free use of the building for meetings, communication among members, use of mailboxes, local phone service, bulletin boards and other considerations, that certified staff members are required to attend Sophomore Orientation and Sophomore Open House without remuneration. The Board shall strive to keep the two sessions to a maximum total of 4 hours.
- F. In-Service
1. Two (2) in-service days will be completed within the school year. The administration may schedule up to nine (9) hours of additional in-service of which one-half (4 1/2 hours) will be scheduled outside the school day.
 2. Three in-service meetings will be held during the year that require the attendance of all instructional staff. These in-service meetings will not extend the school day beyond 7 1/2 hours.

G. Academic Instructors

Academic instructors shall not have more than four (4) preparations per semester.

H. Career Technical Lab Enrollment Standards

Current split-out labs will have a two-year grace period to keep the labs split and improve enrollment. Instructors will receive the 1/8 pay in lieu of a preparation period during the first year of the grace period. During the second year of the grace period, the lab will remain split so long as there are 20 students total with at least five (5) second year students. However, the instructor will not be given the 1/8 pay or a preparation period during the second year of the grace period. These stipulations will NOT apply to newly hired instructors, newly developed programs, an/or newly formed academies which will be given an additional two-year grace period before these stipulations go in effect in the third year.

I. Job Descriptions

Every employee shall be provided a copy of his/her complete and accurate job description. Job descriptions may be updated annually following written recommendations from the employees. Updates must be signed by the employee and the Association President or designee before being presented to the Board for approval. The Board must approve job description(s) prior to October 1 in order to be placed in effect for the new school year.

J. Lesson Plans

Instructors shall submit weekly goals the first workday of each week. Instructors shall have seating charts and lesson plans available in his/her classroom for use by substitute teachers. Instructors are responsible for writing lesson plans which meet state minimum standards.

K. Advisory Committees

Advisory committees shall be required to meet two times a year, the first meeting being no later than November 15. The second meeting can be of an alternative nature; however, must be completed by March 15.

L. Extended Service

Any position which has extended service and is vacated by a current employee may have the extended service reduced at the Superintendent's discretion.

M. Professional Development/New Technology Bank

1. The total number of days of extended service reduced in 501L each year shall be placed in a Professional Development/New Technology Bank and made available for use by employees who so request. The Superintendent may add to the total number of days in the Professional Development/New Technology Bank but in no event shall the days be less than the number of extended service days reduced.

2. The granting of requested days from the Professional Development/New Technology Bank shall be approved by the Superintendent in accordance with the guidelines and criteria developed by the Professional Development Bank Committee.
3. In the event the requests for bank days is less than the allocated number, the remaining days shall be carried over and added to the next year's total.

502 – Teaching and Room Assignments

Provision shall be made to give the employees the opportunity to make known on or before June 1 of their preference in class and room assignments for the succeeding year.

503 – Lunch Periods

Each certified employee shall be provided with a 30 minute duty-free lunch period during which time the certified employee shall not be required to perform any supervisory duties.

504 – Class Size

A. Class Load

Academic teachers shall not have a class load that exceeds 160 pupils per day. Special needs academic intervention teachers shall not have a class load that exceeds 90. The class load limit shall be waived until the tenth day of student attendance.

B. Intervention Ratio

Intervention classes whose purpose is remediation in preparation for the state standardized test shall not exceed twelve (12) pupils per teacher for math, writing, reading, science and social studies.

C. Clustering

The administration shall attempt to schedule so mixed career/technical programs with unrelated curriculums shall not be clustered in the same class.

505 – Inclusion

A. Individualized Education Program (IEP) Team

Any instructor whose teaching duties would be impacted by an IEP can request a meeting at any time to review the IEP and/or the placement of the student. The meeting shall take place within a reasonable period of time from the date of the request.

Instructors whose teaching duties would be impacted by an IEP for a second year student shall be provided the opportunity to participate in the development of the IEP and to be present at the IEP meetings.

B. Substitutes for VOSE's

The employer shall provide substitutes for VOSE's (Vocational Special Education Coordinator/Instructors) when they are doing IEP's, state standardized testing, outside conferences and other leaves. The number of substitutes needed will be determined by the VOSE coordinator and/or the Special Needs Supervisor. The Board shall also provide substitutes to relieve regular classroom staff during their IEP conferences.

C. Intervention Classes

The employer shall increase the use of regular education teachers for special education intervention classes as well as encourage the use of more inclusion classes and the Success Center for tutoring special needs students.

D. Training/Staff Development

The employer shall bi-annually provide voluntary staff development programs for instructors whose teaching duties are impacted by an IEP and/or special needs student. These days may coincide with or be in addition to the employee's professional development days.

E. Waiver Procedures

The employer shall not submit a define waiver request to the State Department of Education or to any other agency with competent jurisdiction without first obtaining concurrence of the EAP.

F. Specialized Health Care Procedures

Certified school nurses and other certified health care professionals in the school district shall be the only employees to provide and conduct necessary medical procedures. However, no employees other than certified school nurses shall be required to perform any medical procedure(s) on a student or staff member.

G. Support Services

The employer will arrange for the necessary personnel as identified in the IEP to perform any supportive services which may be required by any student's IEP.

No employee in a bargaining unit position shall be required to perform any custodial care services for high school students.

H. Release Time/Compensation

Employees who participate in the development of IEPs and/or attend IEP team meetings will be provided release time if scheduled during the school day. If scheduled after the school day, the employee shall receive compensatory time for each hour spent in IEP team meetings, such compensatory time to be used between 2:30 p.m. and 3:00 p.m. on days mutually agreed upon between the employee and the supervisor.

I. Evaluation Impact

The performance evaluation of instructional employees who are impacted by an IEP shall not include any negative assessment if the short/long-term competencies of the IEP student have not been met. Instructional staff are responsible for providing students the opportunity to learn in accordance with their IEPs.

J. Challenge of Student Placement

An instructional employee who is impacted by an IEP and who has reason to believe that the student's placement is inappropriate may challenge the placement of the student by providing notice to the administration requesting that the special needs team be reconvened to discuss the placement and to resolve the student service problem. If the problem cannot be resolved, the special needs team shall reconvene the IEP team. The reasons shall include, but are not limited to the following:

1. When the necessary supplementary support services listed in the IEP have not been provided for the student.
2. When all of the necessary supplementary aides and support services specified on the IEP have been provided and the student is not making satisfactory progress toward meeting the goals and objectives identified by the IEP team.
3. When the placement of the included student and/or student with special needs creates constant disruption to the educational process in the regular classroom and/or other school setting provided regular disciplinary procedures have been followed and exhausted.
4. When the employee is spending an unreasonable amount of time teaching or adapting curriculum or program for students with disabilities and/or students with special needs.
5. When the employer failed to provide the employee with appropriate support in order to effectively serve the disabled student and/or student with special needs.
6. When the disabled student and/or student with special needs poses unnecessary risks or hazards to himself or others.

506 – Student Attendance Policy

For the duration of this agreement, an ongoing attendance committee will be maintained to study and develop student attendance policies. The committee will consist of:

- Assistant Director, High School
- Attendance Secretary (ref.: Sec. 801 A)
- one other attendance personnel
- one Guidance Counselor
- one GRADS Coordinator
- one academic instructor
- one career/technical instructor, if not otherwise represented

The committee will review attendance policy yearly and incorporate any changes to the student attendance policy in sufficient time for the changes to be incorporated into the Student Handbook. The committee shall base its decisions upon reaching consensus of its members.

507 – Substitute Teachers

- A. With the consent of the certified employee, he/she may be assigned to serve as a substitute teacher during the time he/she is not scheduled to have pupil contact. The certified employee shall be paid at the rate of \$19.00 per class period.
- B. If a certified employee agrees to cover another certified employee's class all day (i.e., doubling up), then the pay will be the same as the rate currently being paid for external substitutes for said day. If a certified employee agrees to cover another certified employee's class for one-half of the day, then the pay will be one-half (1/2) the same rate currently being paid for external substitutes for said one-half day.
- C. An Internal Substitute Incentive Committee shall be formed to devise other incentives for internal substitutes and the Board of Education will provide \$1,500 for the Committee's use to purchase incentives.

508 – Additional Assignment(s)

An employee shall not be required to fulfill any assignment, attend any meeting, or participate in any activity beyond the negotiated workday except for those assignments covered by supplemental contracts or overtime pay.

509 – Student Discipline

In the event a student is removed from a classroom in accordance with the emergency removal provisions of ORC 3313.66, an administrator shall not return the student to the classroom until the administrator has had a scheduled conference with the teacher who removed the student.

510 – Make-up Test Center

The Board shall provide and staff a testing center for students taking make-up tests. The center shall be in an area conducive to test taking and shall operate not less than one full day per week. The center shall be staffed by a proctor each period of the day(s) of operation. The proctor shall have no other assignment during proctoring periods.

The assigned proctor shall distribute, monitor and collect the tests administered that period. The proctor shall not be responsible for creating nor for grading any test. The assigned test center proctor shall return the test(s) via any effective method to the appropriate teacher(s) the same day as the test was administered.

511 – Adult Education Working Conditions

A. Work Day

The workday shall be 7½ hours per day for instructors who are employed for thirty-seven and one half (37½) hours per week and 8 hours per day for coordinators/consultants who

are employed for forty (40) hours per week. Coordinators/consultants may be subject to site changes.

The workday shall be daily instructional hours plus one (1) preparation hour per day for instructors who are employed for less than thirty-seven and one half (37½) hours per week.

B. Work Year

The work year shall be 184 days per year for instructors and coordinators/consultants who are employed for forty (40) hours per week. Beginning teachers shall work 185 days per year.

The work year shall be based upon the number of instructional/work days for the program for Instructors and coordinators/consultants employed less than thirty-seven and one half (37½) hours per week. The work year shall include New Teacher Orientation Day for beginning instructors and consultants/coordinators, and Returning Teacher Day for all instructors and consultants/ coordinators.

C. Recruitment

Adult Education instructors shall have five (5) recruitment days which shall be included in the normal teaching contract. These days may be worked at any time after the printing of the fall Adult Education course catalogue and prior to the beginning of fall classes.

D. In-Service

There shall be two (2) days in-service training each year.

ARTICLE VI - CLASSIFIED STAFF ENVIRONMENT

600 - Shift Changes

No employee's shift shall be changed without the employee's consent.

601 - Classified Working Conditions

- A. The normal workday shall be a maximum of eight (8) hours which shall include a minimum one-half (1/2) hour duty-free lunch period. The normal work week shall be a regularly scheduled five (5) day period.
- B. Classified employees shall be hired in the following manner:
 - 1. 260 days
 - 2. 180-237 days
 - 3. Hourly employees

C. Overtime Payment

An employee who is scheduled by his/her supervisor(s) to work beyond the scheduled workday as defined herein shall be paid overtime in accordance with the following:

- 1. Work in excess of forty (40) hours in a normal work week, as defined herein, shall be paid at one and one-half (1 1/2) times the employee's hourly rate.
- 2. Work on Board of Education approved holidays and non-scheduled workdays, shall be paid at two (2) times the employee's hourly rate.
- 3. In lieu of paid overtime, the employee shall have the option of taking compensatory time at the same rate as defined in Overtime Payment. Such compensatory time shall be utilized at the discretion of the employee if used within the same year as earned, but not during the summer months when school is not in session unless approved by the Superintendent.

Compensatory time may be cumulative from year to year with prior approval of the Superintendent. If approval is withheld, the employee must be notified in sufficient time to utilize the compensatory time as previously stated.

D. Vacation

- 1. Time: 238 day and 260 day employees shall be granted paid vacation in accordance with the following schedule:

Years of Employment	Vacation Time
0 to 5 years	2 weeks (10 workdays)
6 to 10 years	3 weeks (15 workdays)
11 to 14 years	4 weeks (20 workdays)
15 to 19 years	22 workdays
20 to 24 years	24 workdays
25 years and beyond	25 workdays

2. Proration

Employees moving from a position of less than 238 days to a vacation eligible position shall have their previous months/years prorated for purposes of determining vacation time (i.e., 180 day employee with eight years of service would receive three weeks' vacation. $180 \text{ days} \times 8 \text{ years} = 1440$ divided by $238 = 6$ years service).

3. Utilization

Employees may utilize vacation at any time during the calendar year. When operational needs necessitate, the Superintendent may limit the number of employees on vacation at a given time. In those situations when the number must be limited, seniority will be considered but will not be the sole factor in determining the granting of vacation.

4. Carryover

Unused vacation may be carried over to the following year but shall be used within the carryover year. Accumulated vacation shall not exceed the number of vacation days which could be accumulated in two years.

5. Vacation accumulates monthly (by the hour).

E. Job Descriptions

Every employee shall be provided a copy of his/her complete and accurate job description. Job descriptions may be updated annually following written recommendations from the employees. Updates must be signed by the employee and Association president or designee before being presented to the Board for approval. The Board must approve job description(s) prior to October 1 in order to be placed in effect for the new school year.

F. There will be a minimum of two (2) employees scheduled for work during the second and third shifts. Walkie-talkies shall be provided for use by each employee on such shifts for security purposes.

G. All other terms and conditions of employment that are currently in effect shall remain in effect and shall be considered as part of this Master Contract.

H. Calamity Days

Classified employees unable to report for work on calamity days due to weather conditions shall not be required to use sick leave or any other leave provision of this master contract and shall be paid at their per diem rate for such time. Employees who are able to report shall work a five (5) hour day unless released by the supervisor or Superintendent in less than five hours. Individual schedules will be determined by the Superintendent or designee.

I. Assemblies/Programs

Classified employees who desire to attend school assemblies/programs or hear on-site speakers will be permitted to do so. Attendance at such functions shall be limited to one (1) occurrence per employee per year with prior agreement of immediate supervisor.

J. Summer Hours

Summer hours for classified employees shall commence the Monday following the last teacher workday and shall continue for not less than eight (8) weeks. Summer hours shall be as follows:

1. Secretarial Staff/Distribution Center Mon. – Thurs., 7:30 a.m. – 4:30 p.m.
2. Maintenance-Technician Mon. – Thurs., 7:00 a.m. – 4:30 p.m.
Maintenance-Security Tues. – Fri., 7:00 a.m. – 4:30 p.m.
Custodial/Security Tues. – Fri., 7:00 a.m. – 4:30 p.m.

Employee classifications included in J.2. (above) shall accrue sixteen (16) hours of compensatory time which shall be taken at mutually acceptable times outside the period of the summer hours work schedule.

3. As operational needs may necessitate, flex hours may be utilized during summer hours if agreeable between the Supervisor and the classified employee accompanied by notification of the EAP president.

K. New Software

A classified employee who will be using new technology [new software program(s)] shall be provided upon request and with the director's approval, training by the appropriate software specialist. If it cannot be provided during the scheduled working hours, compensatory time will be provided.

L. Holidays

1. Paid Holiday--All classified employees shall be paid their regular rate of pay for the following holidays:
 - New Year's Day
 - Martin Luther King Day
 - Presidents' Day
 - Good Friday
 - Memorial Day
 - Independence Day (if the day falls within the employee's work week)
 - Labor Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Eve (provided the employee is regularly scheduled to work the days immediately preceding and following Christmas)

Christmas Day

New Year's Eve (provided the employee is regularly scheduled to work the days immediately preceding and following New Year's Day)

2. Rotation

Work on holidays shall be offered in rotation to employees within the job classification. The rotation shall continue whether the employee accepts or declines the work.

M. Discipline

1. An employee may be disciplined for the following grounds:

- a. Violation of written Board rules and/or regulations;
- b. Drunkenness;
- c. Dishonesty;
- d. Incompetence;
- e. Inefficiency;
- f. Immoral conduct in the performance of their assigned duties;
- g. Insubordination; or
- h. Neglect of duty.

2. The standard of proof shall not be less than that provided under ORC 3319.081.

3. The principles of progressive discipline shall be followed.

4. Employees shall be afforded due process.

5. The employee shall be notified of his/her right to representation at any disciplinary hearing or at any meeting which may lead to discipline.

6. The discipline shall be commensurate with the offense.

7. Terminations shall be handled in accordance with ORC 3319.081.

N. Present non-instructional (i.e., classified) employees of the Pioneer Career and Technology Center shall maintain all certification and/or licenses that are valid, or in the process of being applied for, effective July 1, 2002. Employees who hold a valid certificate and/or license and believe it may be obsolete or inapplicable for their non-instructional job duties at Pioneer may apply to the Superintendent for permission to not renew their certification/license in that area.

602 - Bus Training/Inspections

A. The Board shall provide bus driver training on an as needed basis.

- B. A training rate of sixteen dollars (\$16.00) per hour, plus mileage, shall be established for bus driver training time.
- C. For double-lab instructors, pay for bus pre-trip inspections conducted outside of the normal workday will be \$16.56 per pre-trip inspection.
- D. If done outside the normal workday, a van driver training stipend will be paid in the amount of \$20 for re-certification training; and, \$40 for the initial training.

ARTICLE VII – EMPLOYMENT CONTRACTS

700 – Individual Contract, Regular and Supplemental

- A. The Board shall enter into written contracts for the employment or re-employment of all employees. The regular individual contract shall include:
1. Name of employee.
 2. Name of school district and Board of Education.
 3. Type of contract, i.e., limited or continuing. A limited contract shall include the length of the contract.
 4. Annual regular salary to be paid and the basis used to determine the amount.
 5. Employee's assignment, including department, class, grade and assignment.
 6. The information required in subsections 4 or 5 shall apply only for the initial year on a multi-year or continuing contract. Thereafter, this information shall be included on the annual salary notification issued during the term of said contract.
 7. Length of contract year, with beginning and ending dates.
 8. Signature of the Board President, Treasurer of the Board, and the employee.
- B. In addition to the regular contract, employees shall receive the following:
1. Complete job description, which shall list all duties that are covered by the individual contract, shall be attached to the individual employee's regular contract or salary schedule notification.
- C. Any supplemental contracts issued by the Board shall follow the same provisions as set forth in this section. Compensation for one-time supplemental contracts shall be paid in a lump sum.
- D. Part-time certificated bargaining unit members will be offered supplemental contracts for any position for which they qualify, on a on a first-refusal basis.

701 – Sequence of Limited Contracts/Continuing Contracts

Limited contracts shall be issued by the Board to the certified employees. The following sequence of contracts shall be issued by the Board of Education to certificated personnel in the following progression:

- A. Less than a 5-year license –1-year contract
- B. Less than 2 years' teaching experience at Pioneer under a 5-year license –1-year contract

- C. With 2 years' teaching experience at Pioneer and a minimum of (at least) a 5-year license – 2-year contract
- D. After having received two 1-year contracts and one 2-year contract at Pioneer and holds a minimum of a 5-year license – 3-year contract
- E. Upon re-employment for the fifth contract and every contract thereafter - 5-year contract.
- F. Any certified employee eligible for a multi-year limited contract may be given an additional one-year contract provided that such employee is notified on or before April 30 with written reasons as to why he/she is not being given a multi-year contract. Said reasons must also have been given in the evaluation process. Upon expiration of the additional one-year contract, such employee shall be granted, if re-employed, a contract for that term as set forth in the sequence of contracts.
- G. It shall be the responsibility of any teaching employee who believes he/she has met the requirements for continuing contract status to serve written notice of intent by April 1 and documentation by September 8 for such status to the Superintendent. The form for this notification shall be posted on the Pioneer website. If proper notification is served the Board of Education shall exercise one of the four options presented in ORC 3319.11. The options are:
 - 1. Accept the recommendation of the Superintendent and grant a continuing contract.
 - 2. Non-renew the contract of the employee in accordance with all provisions of this agreement.
 - 3. Reject the recommendation of the Superintendent and non-renew the contract of the certified employee by a three-fourths (3/4) vote in accordance with all provisions of this agreement.
 - 4. Establish an observation period of up to two years during which time the decision on the granting of a continuing contract is postponed—give reasons in writing for professional improvement.
- H. When a teacher becomes eligible for a continuing contract during the term of a limited contract, the Board of Education shall, upon written request of the teacher, interrupt the existing limited contract and exercise one of the four options presented above provided notice and documentation of such status is provided to the Superintendent. Such notice and documentation shall be provided:
 - 1. Notice of Intent by April 1
 - 2. Documentation by September 8, for action at the September Board meeting.
- I. If the Board exercises the non-renewal option in September, the employee will remain on limited contract until the end of the current school year and the Board shall issue the non-renewal notice by April 30 to affect the non-renewal for the next year.

702 – Extended Service/Contracts

- A. Each certified employee employed by the Board of Education who is assigned duties beyond that certified employee's regular teaching duties or whose work assignment extends beyond the normal teaching day of the school year, shall be given a supplemental contract.
 - 1. The supplemental contract shall list the compensation to be paid. Extended service duties will be listed on a separate document, given to the employee and filed in the employee's personnel file. Extended services performed will be recorded on an Extended Duty Log Sheet and attached to a time sheet for payment. Employees with extended service duties, for which the employee receives a supplemental contract but does not perform all or any portion of the stipulated duties, will not be compensated the incomplete portion of those duties.
 - 2. The supplemental contract shall be at the per diem rate of pay as paid on the master yearly salary contract when student instruction is involved.
 - 3. Remuneration for all other work assignments beyond the school day must be negotiated between the Superintendent and the person affected.
- B. Any certified employee who agrees to assume an additional class will be paid one-eighth (1/8) of their yearly salary for such class.
- C. Certified staff shall be paid \$18.00 per visit (business, industry, home or community and educational agencies) conducted outside of the contract workday. Verification of visits must be submitted for reimbursement. There is no pre-approval requirement for these visits.
- D. Career technical staff shall receive a 1/2-day release per semester for visit(s) (business, industry, home or community and educational agencies) with mileage reimbursement. Verification of time spent at visit(s) must be submitted for mileage reimbursement.
- E. One professional development day per year shall be used for these visits. The Board shall request an additional waiver day for professional development.

703 – Retirant Contracts

- A. There shall be no guarantee of employment to system employees who have retired. They will compete for employment with the general population.
 - 1. Retirant shall be defined as any employee who has retired from STRS/SERS/PERS or any other public retirement system.
- B. Retirant hired into the system shall not have any bumping rights or privileges; RIF does not apply as they are automatically non-renewed each year (Section 307).
- C. Retirant hired into the system shall not accumulate seniority (Section 308).

- D. Retirant hired into the system shall not qualify to receive leave for professional improvement (Section 405).
- E. Retirant hired into the system shall not qualify for Catastrophic/Life-threatening Alternatives (Section 408).
- F. Retirant hired into the system shall only receive a one (1) -year limited contract that is automatically non-renewed without any requirement for evaluation or compliance with ORC Sections 3319.11 and 3319.111. It is the express intent of the Board and the Association to specifically supersede ORC Sections 3319.11 and 3319.111.G. Retirants hired into the system may receive up to ten (10) years' experience (capped at Step 10) on the appropriate salary schedule for prior teaching and/or related work experience in accordance with the recommendation of the Superintendent. Longevity shall be paid based on the Master Agreement salary schedule with the time accrual commencing with employment/re-employment (Sections 800 and 801).
- H. For any employee retired from a public retirement system other than STRS, and hired by Pioneer Career and Technology Center before January 1, 2009, the Board and the association have agreed to continue to reimburse the retirant a sum of \$1500 to be applied toward their insurance premium costs.

All re-employed retirees of STRS will follow the State Teachers Retirement Board Rule 3307:1-11-02. Those STRS retirees eligible for health care coverage under this rule will be offered single coverage with the District.

1. Retirants employed before January 1, 2008 will continue to progress through incremental steps of the salary schedule and maintain the option of paid up life (Section 808 B)
2. Retirants hired into the system will be eligible for life insurance as negotiated in the Master Agreement (Section 808).
3. Retirants hired into the system shall accumulate sick leave but not qualify for sick leave severance upon separation from employment (Section 811).

ARTICLE VIII—SALARY AND FRINGE BENEFITS

800 - Instructor Salary Schedule

- A. Longevity pay will be calculated on the base salary figure (experience 0, BA or equivalent) in the following manner.
1. For employees working 27 or more hours per week:
 - 4% at 5 years' continuous Pioneer service;
 - 5% at 10 years' continuous Pioneer service;
 - 6% at 15 years' continuous Pioneer service;
 - 7% at 20 years' continuous Pioneer service; and,
 - 8% at 25 years' continuous Pioneer service.effective upon the effective date of this Agreement.
 2. For employees working over 20 hours to 27 hours per week, longevity shall be calculated at 75% of the above rates.
 3. Employees whose contracts are 20 hours or less per week shall not be eligible for longevity.
 4. In the event an employee's continuous service (as listed in Section 308 D) is interrupted, longevity shall start at level 0.
- B. MA+15, MA+30—Hours past the Master's Degree column must be graduate semester hours or equivalent quarter hours or approved hours of career/technical course work.
- C. BA+9 - Shall be semester hours or equivalent quarter hours earned after issuance of the initial five-year license that qualifies the employee for his/her current teaching position at Pioneer or related career/technical course work taken at other than a college or university.
- D. 150/30/8-year column—A degreed teacher needs 150 semester hours and a non-degreed certified employee needs an eight-year professional certificate/or 30 additional semester hours since issuance of first professional educator license.

Employees, upon entering employment with the Board of Education, may receive up to ten (10) years' experience on the appropriate salary schedule for prior teaching and/or related work experience in accordance with the recommendation of the Superintendent.

Any employee who moves from one job classification to another shall be given full credit for placement on the salary schedule.

Use salary schedule on page 46.

July 1, 2011 – June 30, 2013 BA base of \$33,364

All full time certified/licensed employees not receiving a step increase will receive \$250 in school year 2011-2012 and 2012-2013 paid the last pay of the calendar year.

CERTIFIED SALARY INDEX JULY 1, 2011 - JUNE 30, 2013

Step	<BA	BA	BA+14	5YR	MA	MA+15	MA+30
0	0.8600	1.0000	1.0300	1.0600	1.0900	1.1100	1.1500
1	0.9025	1.0550	1.0850	1.1150	1.1450	1.1650	1.2050
2	0.9450	1.1100	1.1400	1.1700	1.2000	1.2200	1.2600
3	0.9875	1.1650	1.1950	1.2250	1.2550	1.2750	1.3150
4	1.0300	1.2200	1.2500	1.2800	1.3100	1.3300	1.3700
5	1.0725	1.2750	1.3050	1.3350	1.3650	1.3850	1.4250
6	1.1150	1.3300	1.3600	1.3900	1.4200	1.4400	1.4800
7	1.1575	1.3850	1.4150	1.4450	1.4750	1.4950	1.5350
8	1.2000	1.4400	1.4700	1.5000	1.5300	1.5500	1.5900
9	1.2425	1.4950	1.5250	1.5550	1.5850	1.6050	1.6450
10	1.2850	1.5500	1.5800	1.6100	1.6400	1.6600	1.7000
11	1.3275	1.6050	1.6350	1.6650	1.6950	1.7150	1.7550
12	1.3700	1.6600	1.6900	1.7200	1.7500	1.7700	1.8100
13	1.3700	1.6836	1.7136	1.7436	1.7736	1.7936	1.8336
14	1.3700	1.7071	1.7371	1.7671	1.7971	1.8171	1.8571
15	1.3700	1.7307	1.7607	1.7907	1.8207	1.8407	1.8807
16	1.3700	1.7543	1.7843	1.8142	1.8442	1.8642	1.9042
17	1.3700	1.7779	1.8079	1.8378	1.8678	1.8878	1.9278
18	1.3700	1.8014	1.8314	1.8613	1.8913	1.9113	1.9513
19	1.3700	1.8250	1.8550	1.8849	1.9149	1.9349	1.9749

2011/2013 CERTIFICATED SALARY SCHEDULE

Step	<BA	BA <i>\$26.12</i>	BA+9	150/30/8-YR	MA	MA+15	MA+30
0	\$28,933	\$33,643	\$34,652	\$35,662	\$36,671	\$37,344	\$38,689
1	\$30,363	\$35,493	\$36,503	\$37,512	\$38,521	\$39,194	\$40,540
2	\$31,793	\$37,344	\$38,353	\$39,362	\$40,372	\$41,044	\$42,390
3	\$33,222	\$39,194	\$40,203	\$41,213	\$42,222	\$42,895	\$44,241
4	\$34,652	\$41,044	\$42,054	\$43,063	\$44,072	\$44,745	\$46,091
5	\$36,082	\$42,895	\$43,904	\$44,913	\$45,923	\$46,596	\$47,941
6	\$37,512	\$44,745	\$45,754	\$46,764	\$47,773	\$48,446	\$49,792
7	\$38,942	\$46,596	\$47,605	\$48,614	\$49,623	\$50,296	\$51,642
8	\$40,372	\$48,446	\$49,455	\$50,465	\$51,474	\$52,147	\$53,492
9	\$41,801	\$50,296	\$51,306	\$52,315	\$53,324	\$53,997	\$55,343
10	\$43,231	\$52,147	\$53,156	\$54,165	\$55,175	\$55,847	\$57,193
11	\$44,661	\$53,997	\$55,006	\$56,016	\$57,025	\$57,698	\$59,043
12	\$46,091	\$55,847	\$56,857	\$57,866	\$58,875	\$59,548	\$60,894
13	\$46,091	\$56,641	\$57,651	\$58,660	\$59,669	\$60,342	\$61,688
14	\$46,091	\$57,432	\$58,441	\$59,451	\$60,460	\$61,133	\$62,478
15	\$46,091	\$58,226	\$59,235	\$60,245	\$61,254	\$61,927	\$63,272
16	\$46,091	\$59,020	\$60,029	\$61,035	\$62,044	\$62,717	\$64,063
17	\$46,091	\$59,814	\$60,823	\$61,829	\$62,838	\$63,511	\$64,857
18	\$46,091	\$60,605	\$61,614	\$62,620	\$63,629	\$64,302	\$65,648
19	\$46,091	\$61,398	\$62,408	\$63,414	\$64,423	\$65,096	\$66,442

Longevity Rate	# of Years	Amount
	0	0
	1	0
4.000%	5	1,346
5.000%	10	1,682
6.000%	15	2,019
7.000%	20	2,355
8.000%	25	2,691

801 – Classified Salary Schedule

- A. The following will be the column placements by classification:
- A Cafeteria Workers (7 hours per day–180 days plus 7 paid holidays and 1 professional day–1316 hours total)
 - B Receptionist, Typist, Aide, Data Entry, (180-210 days)
 - C-1 Secretary (212-230 days) – Ad Ed Admissions Secretary
Attendance Secretary
Support Secretary
Welcome Center/Support Secretary
 - C-1A Secretary (230 days) – Student Services EMIS Secretary
 - C-2 Secretary (260 days) – Administrative Operations Secretary
Adult Education Secretary
Student Services Secretary
 - D Distribution Clerk, Job Leads Coordinator
 - E Custodial–Security
 - F Maintenance–Security
 - G Maintenance–Technician
- B. Longevity will be based on each classification base salary (step 0) up to a maximum of the Instructor base salary in the following manner:
1. For employees working 27 or more hours per week:
 - 4% at 5 years' continuous Pioneer service;
 - 5% at 10 years' continuous Pioneer service;
 - 6% at 15 years' continuous Pioneer service;
 - 7% at 20 years' continuous Pioneer service; and,
 - 8% at 25 years' continuous Pioneer service.effective upon the effective date of this Agreement.
 2. For employees working over 20 hours to 27 hours per week, longevity shall be calculated at 75% of the above rates.
 3. Employees whose contracts are 20 hours or less per week shall not be eligible for longevity.
 4. In the event an employee's continuous service (as listed in Section 308D) is interrupted, longevity shall start at level 0.
- C. Except as otherwise noted, all classified employees' salary schedules are based on 260 days or 2080 hours per year. To determine an employee's individual rate of pay, divide the appropriate amount shown on the salary schedule by either 260 for per diem rates or 2080 for hourly rates. Then multiply either the per diem rate by the number of days worked or hourly rate by total number of hours worked to determine employees' annual salary.

- D. Employees, upon entering employment with the Board of Education, will not receive more than a maximum of ten (10) years' experience on the appropriate salary schedule for previous experience in the area in which they are hired. Such placement may be based on one (1) year experience in the area hired or a related area for each one (1) year of placement on the salary schedule.

Any employee who moves from one job classification to another shall be given full credit for placement on the salary schedule.

- E. See page 50 for salary schedule.

July 1, 2011 – June 30, 2013

Column A base of \$19,623

All full time classified employees not receiving a step increase will receive \$250 in school year 2011-2012 and 2012-2013 paid the last pay of the calendar year.

**CLASSIFIED SALARY INDEX
JULY 1, 2011 - JUNE 30, 2013**

Step	A-1	A	B	C-1	C-1A	C-2	D	E	F	G
0	0.8281	1.0000	1.2000	1.4500	1.4750	1.5000	1.5500	1.4500	1.7150	2.0500
1	0.8695	1.0500	1.2500	1.5000	1.5250	1.5500	1.6000	1.5000	1.7650	2.1000
2	0.9109	1.1000	1.3000	1.5500	1.5750	1.6000	1.6500	1.5500	1.8150	2.1500
3	0.9523	1.1500	1.3500	1.6000	1.6250	1.6500	1.7000	1.6000	1.8650	2.2000
4	0.9937	1.2000	1.4000	1.6500	1.6750	1.7000	1.7500	1.6500	1.9150	2.2500
5	1.0351	1.2500	1.4500	1.7000	1.7250	1.7500	1.8000	1.7000	1.9650	2.3000
6	1.0765	1.3000	1.5000	1.7500	1.7750	1.8000	1.8500	1.7500	2.0150	2.3500
7	1.1179	1.3500	1.5500	1.8000	1.8250	1.8500	1.9000	1.8000	2.0650	2.4000
8	1.1593	1.4000	1.6000	1.8500	1.8750	1.9000	1.9500	1.8500	2.1150	2.4500
9	1.2007	1.4500	1.6500	1.9000	1.9250	1.9500	2.0000	1.9000	2.1650	2.5000
10	1.2421	1.5000	1.7000	1.9500	1.9750	2.0000	2.0500	1.9500	2.2150	2.5500
11	1.2835	1.5500	1.7500	2.0000	2.0250	2.0500	2.1000	2.0000	2.2650	2.6000
12	1.3249	1.6000	1.8000	2.0500	2.0750	2.1000	2.1500	2.0500	2.3150	2.6500
13	1.3663	1.6500	1.8500	2.1000	2.1250	2.1500	2.2000	2.1000	2.3650	2.7000

**CLASSIFIED SALARY SCHEDULE
JULY 1, 2011 - JUNE 30, 2013**

260 day schedule

Step	A	B	C-1	C-1A	C-2	D	E	F	G
0	19,623	23,548	28,453	28,944	29,435	30,416	28,453	33,653	40,227
1	20,604	24,529	29,435	29,925	30,416	31,397	29,435	34,635	41,208
2	21,585	25,510	30,416	30,906	31,397	32,378	30,416	35,616	42,189
3	22,566	26,491	31,397	31,887	32,378	33,359	31,397	36,597	43,171
4	23,548	27,472	32,378	32,869	33,359	34,340	32,378	37,578	44,152
5	24,529	28,453	33,359	33,850	34,340	35,321	33,359	38,559	45,133
6	25,510	29,435	34,340	34,831	35,321	36,303	34,340	39,540	46,114
7	26,491	30,416	35,321	35,812	36,303	37,284	35,321	40,521	47,095
8	27,472	31,397	36,303	36,793	37,284	38,265	36,303	41,503	48,076
9	28,453	32,378	37,284	37,774	38,265	39,246	37,284	42,484	49,058
10	29,435	33,359	38,265	38,755	39,246	40,227	38,265	43,465	50,039
11	30,416	34,340	39,246	39,737	40,227	41,208	39,246	44,446	51,020
12	31,397	35,321	40,227	40,718	41,208	42,189	40,227	45,427	52,001
13	32,378	36,303	41,208	41,699	42,189	43,171	41,208	46,408	52,982

Longevity

Rate	Years	A	B	C-1	C-1A	C-2	D	E	F	G
4%	5	785	942	1,138	1,158	1,177	1,217	1,138	1,346	1,346
5%	10	981	1,177	1,423	1,447	1,472	1,521	1,423	1,682	1,682
6%	15	1,177	1,413	1,707	1,737	1,766	1,825	1,707	2,019	2,019
7%	20	1,374	1,648	1,992	2,026	2,060	2,129	1,992	2,355	2,355
8%	25	1,570	1,884	2,276	2,316	2,355	2,433	2,276	2,691	2,691

802 – Adult Education/Early Childhood Salary

- A. Adult Education Coordinators/Instructors shall be paid in accordance with the secondary instructors salary index and schedule.
- B. Adult Education Instructors and Early Childhood Employees shall be paid using the index and scale on page 57.

C. Base Rate

Adult Education Instructors shall be paid using the index on page 52 with the following base rates:

Effective July 1, 2011 – June 30, 2013 the base rate at step 0 shall be \$19.48

- D. The Early Childhood Education Assistant Director and Lead Teachers shall be paid on the index on Page 52 with the following base rates:

Effective July 1, 2011 – June 30, 2013 the base rate at step 0 shall be \$12.95

- E. The Adult Education Child Care Aides shall be paid on the index on page 52 with the following base rates:

Effective July 1, 2011 – June 30, 2013 the base rate at step 0 shall be \$9.52

**ADULT EDUCATION SALARY SCHEDULE
2011 – 2013**

		Adult Education Instructors	
		AE-1	AE-1
INDEX	STEP	07/01/2011	07/01/2012
1.00	0	19.48	19.48
1.06	1	20.65	20.65
1.12	2	21.81	21.81
1.18	3	22.99	22.99
1.25	4	24.35	24.35
1.32	5	25.71	25.71

		ECE Asst. Director & Lead Teacher	
		AE-2	AE-2
INDEX	STEP	07/01/2011	07/01/2012
1.00	0	12.95	12.95
1.06	1	13.72	13.72
1.12	2	14.51	14.51
1.18	3	15.28	15.28
1.25	4	16.18	16.18
1.32	5	17.09	17.09

		ECE Child Care Aide's	
		AE-3	AE-3
INDEX	STEP	07/01/2011	07/01/2012
1.00	0	9.52	9.52
1.06	1	10.09	10.09
1.12	2	10.65	10.65
1.18	3	11.23	11.23
1.25	4	11.90	11.90
1.32	5	12.56	12.56

803 – Number of pay periods

- A. Full-time salaried employees shall be paid every other Friday during the calendar year in 26 pay periods. .
- B. Hourly employees will be paid every other Friday for the period of time worked during the year and shall be paid an amount equal to the hours worked times their hourly rate.

804 – Payroll Deductions

- A. Upon request to the Treasurer of the Board of Education through a signed authorization form, any employee represented by the EAP shall be exclusively granted payroll deductions for payment of united education profession dues. The dues shall be deducted over thirteen (13) pay periods in equal amounts, beginning with the second pay in November.
- B. The deadline for payroll deductions shall be November 1 of each school year. All money deducted for dues purposes shall be remitted monthly to the Treasurer of the EAP accompanied by a list of employees for whom deductions have been made and the amount for each said employee.
- C. The Board of Education shall provide for payroll deductions for employees for the purpose of submitting such deductions to the established credit union. Said deductions shall be made biweekly and shall be transferred in the employee's name to the established credit union. No deduction shall be made without written authorization.

805 – Tax-Sheltered Annuities

In accordance with Board policy and all federal and state statutory rules and regulations in effect at the time, the Board of Education shall a plan, including the federally required plan document, providing for employee(s) payroll deductions for tax-sheltered annuities.

806 – Health Insurance

A. Coverage

The Board of Education shall provide the comprehensive medical insurance program that was in effect January 1, 1994 (self-funded plan through OME-RESA Account #506465 Plan 501), with the Board of Education paying 90% of the monthly premium. An employee premium contribution of 10% per month will be paid by payroll deduction in 24 equal pays. Effective October 1, 2002 the Board of Education adopted the SuperMed Plus PPO steerage plan.

B. Education

The Board and Association shall jointly develop and implement an education program designed to increase employee awareness and participation in the SuperMed program.

C. Premium Holidays

A premium holiday will be realized when the OME-RESA reserve reaches the OME-RESA recommended minimum reserve plus three premium holidays.

If any savings are realized from any premium holidays, they will be split between the Board and the covered employees to be received by the end of the insurance contract year. 50% of the savings will go to the Board and 50% to the covered employees.

D. Deductible

The comprehensive deductibles for the SuperMed Plus PPO steerage plan are as follows:

- \$150.00 per single plan
- \$300.00 per family plan

E. Comprehensive Medical Co-Insurance

After the deductible is met, all approved claims shall be paid at 85% of the UCR rate. The claimant shall pay 15% of the approved claims up to \$350.00 per calendar year. At that point the insurance plan shall pay 100% of all claims at the UCR levels for the remainder of the year provided the claimant stays in the SuperMed network.

1. SuperMed reimbursements for out-of-network services shall be 70/30 (board/employee).

The employee's total out-of-pocket expenses in any calendar year (deductible and co-pay) shall not exceed:

Current --	Single \$500.00
	Family \$650.00
As of July 1, 2012 --	Single \$600.00
	Family \$750.00

SuperMed Plus requires a \$500 out-of-pocket differential between in and out of network care.

F. Amendments

1. Inpatient Alcoholism/Drug-Treatment—maximum thirty (30) days confinement per calendar year.
2. Inpatient Consultation—limited to one specialist per specialty area (i.e., only one cardiologist and only one neurologist, etc.). This specialist limitation does not apply to second surgical opinions.
3. Home Health Care Coverage—Plan will pay 100% for home health care in lieu of hospital confinement. Doctor's statement verifying in lieu of hospital confinement is required.
4. Hospice Care—Plan will pay for eligible hospice care benefits at 100%.

5. Pre-Notification and Case Management

- a) Employees shall be responsible for pre-admission notification to the insurance carrier prior to hospital admission; or in emergency situations, within forty-eight (48) hours of an emergency admission.
- b) The Board shall provide a case management service which will monitor patient confinements and may result in discussions with patients' doctors. All discussions with physicians' offices shall be kept confidential.

6. Dependent coverage will follow state and federal laws.

7. There will be no 3-month deductible carry-over period.

G. 125 Plan

The Board will make available a 125 Plan that will enable employees to tax shelter out-of-pocket medical expenses and other qualifying expenses.

H. Emergency Enrollment

In addition to the annual open enrollment period, an employee who has insurance coverage from another source and who loses primary coverage due to death or divorce of a spouse, loss of a spouse's benefits or termination of a spouse's employment will become eligible for benefits the first of the month following notification of the Treasurer.

I. Eligibility

1. Any employee working 27 or more hours per week shall have insurance 90% paid by the board and 10% the employee. Any employee working from 21 hours to 27 hours per week who elects to have Board provided insurance shall have insurance 75% paid by the Board.
2. When a new 1.0 unit program is added to the Adult Education Program, the Board shall not be required to provide insurance benefits until the second year of the program. However, all hires to new Adult Education Programs shall be treated equally.

J. X-Ray and Laboratory Benefit

1. As prescribed by doctor one (1) routine pap smear, mammogram and prostate exam per calendar year, not subject to the deductible or co-insurance.
2. One (1) routine physical exam for the covered employee and spouse once every twenty-four (24) months. Maximum doctor's fee for exam \$75.00.
3. The plan will pay for one (1) chest x-ray, SMA-12, urinalysis and CBC as part of a physical exam every twenty-four (24) months.

K. Lifetime Maximum effective 7-1-98 increase lifetime maximum to \$2,000,000.

L. Caremark Prescription Card

Employees shall be provided a Caremark discount drug card which shall be used with the following conditions:

1. Employee determines whether to have brand name drugs or generics.
2. Employee has coverage under major medical without use of card when outside the United States.
3. In the event any major participating provider withdraws from the plan, employees will no longer be required to utilize the card.

M. The Board of Education and the Association shall establish an active insurance committee which will meet with an outside insurance consultant at least two (2) times per year to evaluate the benefits program to look for cost-saving changes in order to reduce costs for the mutual benefit of both parties.

807 – Dental/Vision Insurance

- A. The Board of Education shall purchase through a carrier licensed by the State of Ohio, dental/vision insurance coverage. Dental Insurance will meet or exceed the specifications provided in the Pioneer Career and Technology Employee Benefit Plan document for each employee and his/her eligible dependents. The full cost of this coverage and any increases shall be paid by the Board of Education.
- B. The Board of Education shall purchase through the Vision Service Plan of Ohio or a carrier licensed by the State of Ohio, vision care insurance coverage which meets or exceeds the specifications of the 5/94 OME-RESA Standard Plan Design for each employee and his/her eligible dependents. The full cost of this coverage and any increase thereof shall be paid by the Board of Education.

808 - Life Insurance

- A. The Board of Education shall provide each employee with a \$40,000 term life insurance policy. The policy shall include accidental death and dismemberment benefits. This insurance shall be underwritten by a company licensed to underwrite life insurance in the State of Ohio, and subject to the rules and regulations of the insurance policy. The policy shall be paid for fully by the Board of Education.
- B. Any Employee hired before July 1, 2008 upon retirement will have the option of retaining a portion of their life insurance coverage by remitting annual premium payments until the age of 65. These premium payments are the responsibility of the retiree. Failure to pay the required premiums will result in a lapse of coverage. Upon the attainment of age 65, if eligibility requirements are met, a portion of the employees' pre-retirement benefit amount will remain in force for the remainder of their life with no further premiums due by the employee. Please refer to your Certificate of Insurance for further information.

- C. Should the district reach the eligibility requirements of the insurance provider, voluntary term life insurance shall be offered.

809 – Change in Carrier

The Board of Education reserves the right to change carrier(s) for any of the insurance programs contained herein, provided that such coverage and services shall not be less than provided by the carrier(s) as of the effective date of this Agreement. The Board of Education provides one (1) copy of each signed contract and policy entered into between the Board of Education and the insurance company(ies) which provide benefits specified in this Agreement. Copies of the existing contracts shall be provided to the EAP within a reasonable period of time, after ratification of this Agreement by both parties. The EAP shall be notified, if possible, in advance of any proposed change in carrier(s) and shall be provided copies of any contracts subsequently entered into by the Board of Education after they are received by the Board of Education.

810 – Payment for Adult Education

Any employee shall be provided the opportunity to take part in any in-house short-term Adult Education classes offered at Pioneer funded and approved through the State Department of Adult Education. These classes shall be tuition-free.

811 – Severance Pay

In accordance with ORC 124.39, each employee, at the time of retirement from active service and with a minimum of three (3) years with Pioneer, will be paid in cash for the value of one-third (1/3) of unused sick leave not to exceed seventy-two (72) days effective July 1, 2008 of his/her accrued but unused sick leave credit under the following provisions:

- A. The employee must be eligible for retirement under the provisions set by the STRS or SERS.
- B. Retirement relates to those employees who have indicated an intent to retire and for whom the Board of Education has received an application for processing from the retirement system for retirement benefits to such employee. The first retirement check will be used as proof of payment of severance benefits.
- C. The employee's last place of active employment under the retirement system must be with Pioneer Career and Technology Center.
- D. Such payment shall be based on the employee's rate of pay at the time of retirement. The employee's base annual salary is used to compute the daily rate of compensation.
- E. The date of payment shall be within 60 days. Payment shall void all sick leave accrued by the employee.
- F. Such payment shall be made only once to any employee.

Employees with 10 years of service with the Pioneer Career and Technology Center, who retire in the first year that they are eligible (as determined by STRS/SERS rules) shall receive

50% of their accumulated and unused sick leave without any cap. Employees must notify the District no later than April 1 of the year in which they are going to retire.

812 – Tuition Reimbursement

- A. Certified employees are eligible to receive reimbursement for college courses taken for the purpose of renewing, obtaining, or upgrading their teaching certificate(s) or license(s).
- B. The district shall establish, on a fiscal year basis, a tuition reimbursement fund of \$40,000. Employees will receive reimbursement from this fund in the amounts specified in this section, up to the allowed individual maximums. Reimbursement is not to exceed the actual cost of the course(s) and shall be based upon the date of the submission of a request, until the fund is depleted. Any unused amounts from this fund shall be carried over, from year to year,
- C. Total reimbursement is to be higher for individuals with multiple certification areas or content areas (i.e., English/Social Studies) in the following manner:
 - 1. Reimbursement shall be \$200 per semester hour or \$150 per quarter hour for single certification areas with an individual cap of \$1,200 for course work reported as completed by college transcript.
 - 2. Reimbursement shall be \$200 per semester hour or \$150 per quarter hour for multiple certification areas or content areas, with an individual cap of \$1,300 for course work reported as completed by college transcript.
 - 3. Other employees will be reimbursed for selected credit and non-credit courses taken for improvement of work skills at the single certification area rate as for certified personnel, or actual expenses will be paid for non-credit courses. The maximum reimbursement per individual will be \$1,200 per contract year.
- D. Reimbursement will be paid within thirty (30) days following submission of a request with a transcript. Tuition payments for all employees is subject to approval by the Superintendent prior to enrolling for the course.

813 – Maintenance of Certification/License

- A. Present instructional (i.e., certificated) employees of the Pioneer Career and Technology Center shall maintain all certifications and/or licenses that are valid, or in the process of being applied for, effective July 1, 1999. Employees who hold a valid certificate and/or license and believe it may be obsolete or inapplicable for the instructional programs being offered at Pioneer may apply to the Superintendent for permission to not renew their certification/license in that area.
- B. When the cost of a training program provided to an employee exceeds fifteen percent (15%) of the BA-0, a training agreement may be developed between the board and the employee providing for:

1. Each year of training paid for by the board shall commit the employee for one year of employment, after completing training, provided an underlying employment contract is in effect;
2. In the event the employee, as a result of his/her own action or inaction, discontinues employment with Pioneer prior to meeting the service requirement referenced above, the employee shall be obligated to repay the training costs to the board, on a yearly and/or prorated basis if necessary;
3. If an employee is unable to complete the aforementioned service requirements as a result of board action (i.e., contract non-renewal, reduction-in-force, termination, etc.), the obligation to repay training costs shall be deemed waived by the board; and
4. An agreement form shall be jointly developed by the board and association incorporating the above points, and shall be reviewed by the board and association before it is presented to an employee. The form shall be signed by the employee and board as an agreement between the parties and an association representative shall also sign the agreement, not a party to the agreement, but to indicate the association's concurrence with the specific terms of the agreement.
5. This agreement will be done on an individualized basis, based on the agreed-upon form, and will not be deemed effective until the signatures of the board, employee and association are properly affixed and dated.

814 – Mileage Reimbursement

All mileage accumulated by the professional employee for authorized school business shall be reimbursed at the applicable IRS rate in effect on the date of travel. Due to the Internal Revenue Service mileage rates changing every year on January 1, the association and board have agreed to change the rates effective every year on January 1. If the board receives notification for the IRS that the rate has been adjusted during the school year, the board has agreed to change the rate to the new amount. Requests should be turned in monthly on the proper form and payment shall be made within fifteen (15) days after the request is submitted.

815 – Continuing Education Units (CEUs)

The Board of Education shall provide two days of in-service for Continuing Education Units (CEU) credits, if feasible, following a committee study composed of two employees designated by the EAP and two administrators designated by the Superintendent.

ARTICLE IV – MISCELLANEOUS

900 – Copies of State Mandates and/or Board Policies

The Board of Education shall provide the EAP with five (5) dated copies of Board- adopted policies. The Board of Education shall further distribute any changes which occur in Board policy within thirty (30) days after Board adoption of policy.

A current copy of all applicable "Standards for Vocational Education" as prescribed by the Ohio Department of Education shall be available in the supervisor's office of each career/technical and academic area.

Official communications relative to special projects and/or programs from the State Department shall be posted on the bulletin board in the general administrative workroom.

901 – Fair Share Fee

- A. The fair share fee shall be an exclusive right conferred upon the EAP, as the exclusive bargaining agent. Each employee, upon employment and re-employment, shall annually either:
1. Sign and deliver to the EAP an application for EAP membership and, unless the annual dues are paid by cash, check, money order, or other approved method, sign and deliver to the EAP an authorization to the Treasurer for payroll deduction of membership dues. The Treasurer, upon written notice from the President of the EAP 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 EAP annual dues or previously paid through payroll deduction, or;
 2. In lieu of becoming a member of the EAP, authorize the Treasurer to check-off from the wages of the employee and pay to the EAP an annual fair share fee equivalent to the total annual dues and uniformly applied assessments of the United Education 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 Pioneer Career and Technology Center Board of Education and the Education Association of Pioneer, 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 fair share 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 fees and uniformly applied assessments for service and benefits to be conferred upon me by the Association as my exclusive bargaining agent during the terms of my employment by the Board."

- B. The President of the EAP shall by July 1 annually certify to the Treasurer of the Board of Education the amount of the annual fair share fee and uniformly applied assessments for the ensuing school year. 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 paragraphs (1) and (2) of Section A above, deduct the dues of EAP 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 EAP.

- C. The deductions shall be in equal amounts beginning with the second pay in November and continuing for a total of thirteen (13) consecutive pay periods. The failure or refusal of the Treasurer to deduct the fair share fee, due to court order or otherwise, shall not relieve the employee of his/her liability to the EAP for the amount of the fair share fees and assessments.
- D. Upon the effective date of this Agreement, the Board of Education and EAP shall jointly notify in writing each employee of this fair share fee agreement. Such notice shall have attached thereto a copy of the exact language of this agreement. Any non-member of the EAP who elects to continue employment with the Board of Education after the thirty (30) day period shall be deemed to have consented to receive the services and benefits to be conferred by the EAP as the exclusive bargaining agent and shall be liable to the EAP for the annual fair share fee and uniformly applied assessments, which, during the first school year of this agreement only, shall be prorated on a monthly basis. The provisions of this section shall be in accordance with the appropriate part(s) of the public employee Collective Bargaining law of the State of Ohio.
- E. The EAP shall prescribe an internal procedure to determine a rebate, if any, for non-members which must conform to federal law, provided a non-member makes a timely demand on the EAP. The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of the EAP in the realm of collective bargaining.
- F. The EAP shall indemnify the Board of Education for any cost, expense or other liability that the employer might incur as a result of the implementation and/or enforcement of this fair share fee clause in accordance with the following:
 - 1. The Board of Education shall give to the EAP at least ten (10) days' written notice of any claim made or action filed against the Board of Education by a non-member for which indemnification may be claimed;
 - 2. The EAP has the right to designate counsel to represent and defend the Board of Education and the administration;
 - 3. The Board of Education agrees to (1) give full and complete cooperation and assistance to the EAP and its counsel at all levels of the proceeding, (2) permit the EAP or its affiliated organizations to intervene as a party if it so desires, and/or (3) to not oppose the EAP or its affiliated organizations' application to file any necessary actions or briefs;
 - 4. The action brought against the Board of Education must be a direct consequence of the Board of Education's good faith compliance with the fair share contract provision provided; however, that there shall be no indemnification of the Board of Education if

the Board of Education intentionally or willfully fails to apply (except due to a court order) or misapplies the fair share contract provision.

902 – Employee Handbook

The Employee's Handbook shall be distributed to each employee within the first thirty (30) days of each school year or employment.

ARTICLE X – PROFESSIONAL DEVELOPMENT/ ENTRY-YEAR PROGRAM

1001– Local Professional Development Committee

A. Mission Statement

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units and/or other equivalent activities.

B. Term of Office

Charter year does not count as a year in term of office. The term of office for members serving on the LPDC shall be two (2) years except that two initial appointments from the Association and two initial appointments from the Board shall be three (3) year appointments.

C. Committee Composition and Selection

The LPDC shall be comprised of nine (9) members as follows:

1. Five (5) certificated bargaining unit members selected by the EAP as follows:
 - Two from career/technical studies,
 - Two from academics
 - One from GRADS, student services and special needs, or adult education
2. Four (4) administrators or certified personnel selected by the Superintendent. In the event of an interim vacancy, such vacant positions shall be filled by the party which made the initial selection. Appropriate term length and rotations shall be maintained.

D. Chairperson

The committee chairperson and secretary shall be determined by majority vote of the committee members. The secretary will be responsible to maintain records.

E. Training

1. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, implementation, functioning and legal requirements of LPDCs.
2. If the training is available during work hours, the committee members shall be provided release time to attend. If the training is not available during the regular workday or work year, members shall be compensated at the rate of \$18.00 per hour. LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of training. Expenses shall be submitted on the professional meeting reimbursement form.

3. Monies provided by the state and earmarked for Local Professional Development Committee shall be placed in a separate line item in the district's budget and the LPDC shall have the discretion over how the monies are to be spent. A portion of the money may be reserved to audit the Mid-Ohio LPDC Collaborative. All LPDC training and meeting expenditures will be taken out of this account. When the account is depleted, there is no requirement for the Board to provide any additional funds.

F. Meetings and Compensation

1. When the Committee meets for the purpose of considering an individual's professional development plan, a quorum must be present.
2. The LPDC shall meet as often as the Committee members deem necessary to complete their work. Not later than September 30 each year, the Committee shall post their meeting schedule in each building.
3. Committee members shall be paid \$25 per hour for committee work performed outside the regular workday or work year.
4. Committee members shall be reimbursed for all actual and necessary expenses incurred as part of their committee work. Expenses shall be submitted on the professional meeting reimbursement form.

G. Appeals Process

Within thirty (30) days of publication of the Ohio State Department of Education regulations/guidelines on LPDC appeals, the EAP and the Board shall meet to bargain the appeals procedure which will herein apply.

1002 – Entry-Year Program

- A. Pioneer Career and Technology Center licensed instructors new to the teaching profession will participate in an entry-year program.
- B. Mentor teachers from the career/technical and academic fields will be trained in an entry-year program. When possible, trained mentor teachers will be assigned a new licensed instructor from a similar field.
- C. To help the mentoring teachers/program be successful, the following will occur:
 1. Create a pool of potential mentors;
 2. Educate potential mentors on mentoring criteria;
 3. Continue to provide mentors for members who are completing the Ohio Resident Educator Program;
 4. A system of fair compensation will be maintained by the Association and Board for employees involved in the mentoring program.

1003 – New Employees/Entry-Year Teachers/Mentors

- A. The district shall continue to implement its Career/Technical Entry-Year Teacher Package for new teaching employees.
- B. The district shall provide the EAP with telephone numbers of all newly hired employees to assist the EAP in making contact with its membership.
- C. The district will provide one half (½) day per each nine (9) week period for first year teachers to develop curriculum (total of 2 days maximum).
- D. The district will reduce and/or eliminate some of its internal requirements for first year, non-licensed, career technical teachers.
- E. Entry-year career/technical teachers will be placed on the Pioneer BA Step 0 pay scale for the required summer workshop and paid upon completion of the workshop.
- F. Mentors for entry-year teachers shall be provided on a mandatory basis.
- G. Mentors for newly hired non-entry year teachers may be provided on a voluntary basis, but shall be provided with a big brother/sister for advice.

ARTICLE XI – DRUG FREE WORKPLACE

1101 – Use

No bargaining unit member shall possess, use, or distribute illicit drugs and/or alcohol on school premises, or in connection with any school-sponsored student contact activity.

Any bargaining unit member engaged in such conduct may be subjected to disciplinary sanctions up to and including the following: 1) participation in or completion of a treatment/rehabilitation program as a condition of continued employment; 2) suspension; and/or 3) termination. Bargaining unit members shall have the right to representation for any action relating to this provision, and retain all employment rights as provided by this contract and Ohio Revised Code including dismissal proceedings under ORC 3319.16.

1102 – Reporting

Any employee convicted under a criminal drug statute of an offense occurring in the workplace must report his/her conviction to the administration no later than five (5) working days after the conviction. Failure to do so may result in discipline for just cause.

1103 – CDL Drug Testing

A. Covered Employees

The Board shall test only those employees using CDLs who are required to be tested under the Omnibus Employee Testing Act of 1991.

B. Policy

Drug testing shall be performed: (1) in accordance with the 12-18-95 Board policy entitled Drug Testing for School Bus Drivers, and (2) in accordance with this negotiated agreement. In the event of a conflict between the policy and the negotiated agreement, the negotiated agreement shall prevail.

C. Reasonable Suspicion

Prior to the conducting of a reasonable suspicion test, a determination of reasonable suspicion must be made. A determination of reasonable suspicion shall require at least one properly trained supervisor/district official to be present to observe/interact with the employee. The supervisor shall create an independent written record of the behavior he/she observed.

D. Split Specimen

If an employee disputes a positive test result, and requests a split specimen within 72 hours of notification by the Medical Review Officer, the employer shall provide a second testing from a different certified laboratory. If the results of the second test are negative, the Board shall pay for the costs of the second test. However, if the results of the second test are positive, the employee shall pay for the costs of the second test.

E. Rehabilitation/Discipline

1. Except as specified in Section 2 below, the Board shall provide any employee who has a first-time confirmed positive test result the opportunity to participate in a treatment/rehabilitation program. Rehabilitation/treatment program costs which exceed the amount covered by the employee's insurance shall be the responsibility of the employee.
2. Subsequent positive test results or a post-accident positive result (even if first time) may result in discipline up to and including 1) re-enrollment in treatment/rehabilitation; 2) permanent transfer; 3) suspension; 4) termination.
3. The Board may take no action against an employee based solely on behavior and appearance with respect to alcohol use in the absence of an alcohol test. In the event a random test results in alcohol concentration between .02 and .04, the Board may either place the employee on paid administrative leave (thereby releasing the employee from all duties for a period not to exceed 24 hours), or may just suspend him/her from the safety sensitive duties. If the Board elects the paid administrative leave option, it shall not be considered discipline and shall not be part of the employee's personnel file.

F. Pay Status/Placement

An employee shall remain in regular pay status pending receipt of test results. During any period of rehabilitation resulting in absence of the employee, the employee may utilize accumulated sick leave, personal leave or vacation.

During rehabilitation which does not involve employee absence, the employee shall be assigned to work only in his/her non-safety sensitive position. Upon completion of the rehabilitation program and required test, the employee shall be returned to all of his/her same previous duties/position.

G. Records

Testing records shall be maintained under strict confidentiality and shall not be placed in the employee's personnel file.

H. Employee Rights

Employees shall have the right to representation for any action relating to this provision and shall retain all employment rights as provided by this contract and the Ohio Revised Code including dismissal proceedings under ORC 3319.16.

ARTICLE XII – SMOKE-FREE WORKPLACE

1201 – Policy

The Pioneer Career and Technology Center property shall be a smoke-free area.

1202 – Restricted Area

No employee may smoke or use tobacco in any form or at any time on school grounds and/or property.

1203 – Quit Smoking Programs

The Board shall provide reimbursement, up to \$240.00, once during the life of this contract, to any employee requesting it for the cost of completing a legitimate stop-smoking program.

ARTICLE XIII – HEALTH & SAFETY

1301 – Maintenance of Health and Safety

The Board and employees shall work to ensure and maintain conditions of employment that are free of hazards.

1302 – Health Supplies

- A. The Board shall ensure that in the main offices and in every lab there shall be an adequate first aid kit, which shall be maintained.
- B. The Board shall provide on every floor of every building an adequate supply of disposable rubber gloves and CPR masks.
- C. The Board shall provide and maintain an eye wash station in every laboratory where students have access to chemicals or other caustic substances.

1303 – No Reprisals

There shall be no reprisals, restraints, interference, coercion, or discrimination against an employee for filing a report of an unsafe or unhealthy condition, for refusing to work under conditions that the public employee reasonably believes present an imminent danger, or for any other participation in the health and safety program.

1304 – Safety Committee

- A. The parties shall establish and maintain a Health and Safety Committee. The Health and Safety Committee shall be responsible for monitoring the safe and healthful condition of the workplace and for reviewing and recommending appropriate health and safety procedures to the employer to be implemented. The responsibilities of the Health and Safety Committee shall include, but not be limited to, the following:
 - 1. Monitoring and assisting in the operation of the local Health and Safety Program and making recommendations to the employer for improvement.
 - 2. Monitoring findings and reports of workplace inspections to confirm that appropriate corrective measures are implemented.
 - 3. Reviewing reports of unsafe and unhealthy conditions and reviewing responses to those reports.
- B. The Health and Safety Committee shall have access to any records and/or information needed to perform its responsibilities.

C. The Safety Committee shall be comprised of the following:

- 1 Safety Director
- 1 Administrator
- 1 Adult Education Representative
- 1 Classified Representative
- 1 Health Academy Representative
- 4 Certificated Representatives (not less than two from career/technical)
- 1 School Nurse in ex officio capacity

The Board shall name the Safety Officer, Nurse, two Certificated Representatives and the Administrator; the EAP shall name the other representatives.

1305 – OSHA Violations

Any employee who violates OSHA regulations shall be subject to discipline as follows:

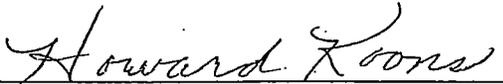
- A. First Violation: Discuss the violation, proper procedures (which may include additional instruction and/or training), and eminent hazards.
- B. Second Violation (for same offense): A written warning that describes the violation and actions that will be taken if the violation reoccurs.
- C. Third Violation (for same offense): A second written warning will be issued. Further discipline, including a suspension, may be issued depending on the nature of the violation.
- D. Fourth Violation (for same offense): Further discipline commensurate with the nature of the violation.
- E. In the event discipline more severe than a written warning is warranted, it shall be in accordance with the discipline procedure and the fair dismissal sections in this Agreement.

ARTICLE XIV – DURATION OF CONTRACT

This Contract shall become effective on July 1, 2011 and shall remain in full force and effect through June 30, 2013.

In Witness Whereof, the parties execute this Contract on the 25TH day of April, 2011.

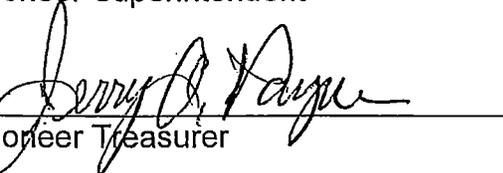
Pioneer Career and Technology Center
Board of Education



Pioneer Board President



Pioneer Superintendent



Pioneer Treasurer

Education Association of Pioneer
Career and Technology Center



EAP President

OEA Consultant

PIONEER CAREER & TECHNOLOGY CENTER
FAMILY AND MEDICAL LEAVE FORM

_____ hereby requests Family and Medical Leave
(Employee's Name)

commencing _____
(Date)

I anticipate returning to my regular duties on _____
(Date)

Reason for leave: _____

Employee's Signature

Superintendent's Signature

Date

Date

PROFESSIONAL GROWTH PROFILE

Observation:

Time:

Post Conference:

RATING RUBRIC:

S = Satisfactory – effective, meets performance standards, proficient
 NI = Needs Improvement – minor deficiencies
 U = Unsatisfactory – major deficiencies

NO = Not Observed
 NA = Not Applicable

- Anyone receiving an NI or U shall be given positive written suggestions for improvement and goals shall be established by the employee and supervisor for continued improvement. (per Neg. Ag. Section 301)

I. PLANNING AND PREPARATION:		IV. PROFESSIONAL RESPONSIBILITIES	
1. KNOWLEDGE OF SUBJECT MATTER/JOB DUTIES* – Exhibits practical and technical knowledge of subject matter/job duties.		1. BOARD POLICY* – Follows Board policy and/or administrative procedures in accordance with the job description, including:	
2. CURRICULUM DESIGN – Implements a program of study with instructional objectives relevant to the needs and the ability level of students.		• Supplies & materials – plans, initiates, purchases, etc.	
3. LESSON PLANS – Submits weekly goals and has lesson plans available.		• Inventory	
4. STUDENT EVALUATION – Uses a variety of assessments to evaluate individual and collective student progress.		• Report preparation – as required	
II. THE CLASSROOM/WORK ENVIRONMENT:		• Attends contractual meetings	
1. CLASSROOM/WORK ENVIRONMENT* – Creates an environment conducive to learning/working with organized procedures for daily operation.		• Appropriate dress and grooming	
2. CLASSROOM/LABORATORY/WORK MANAGEMENT* – Establishes and maintains consistent student discipline and classroom control according to Board adopted classroom standards.		2. COMMUNICATION PROCEDURE* – Communicates through designated channels of authority.	
3. COMMUNICATION WITH STUDENTS* – Establishes and maintains a rapport with the students through effective communication.		3. MAINTAINS PROPER STUDENT-STAFF RELATIONSHIP*	
4. SAFETY PRACTICES/MAINTENANCE/REPAIRS* – Reports any needed repairs, establishes, implements, and maintains safety rules and regulations that make the physical environment as safe and conducive to learning/working as possible.		4. COOPERATION* – Works collaboratively with colleagues/administration.	
III. INSTRUCTION:		5. PUBLIC RELATIONS* – Supports and enhances the reputation of Pioneer through communication with business/industry and community.	
1. INSTRUCTIONAL PRESENTATION – Consistently uses a variety of appropriate teaching strategies and instructional materials that maintains student engagement.		6. STUDENT AND PARENT/GUARDIAN COMMUNICATION* – Posts student progress reports as required; holds conferences as scheduled or as needed.	
2. INDIVIDUALIZED INSTRUCTION – Communicates challenging learning expectations that meet the individual needs of each student.		7. ATTENDANCE AND PUNCTUALITY* – Reports for duties at designated times and provides proper notification of absence.	
3. STUDENT COMPETENCIES AND/OR GRADES – Maintains an accurate record of student competencies and/or grades.		8. ADVISORY COMMITTEE ACTIVITIES* – Selects, meets, and communicates with an active advisory committee if required.	
4. LANGUAGE* – Employee's spoken and written language is clear and acceptable. Appropriate terminology is used for the related work environment.		9. YOUTH ORGANIZATION ACTIVITIES – Supports the goals of Pioneer's youth organizations.	
5. STUDENT ASSIGNMENTS – Monitors student's understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands.		10. STUDENT PLACEMENT – Recruits placement opportunities, makes required visits and contacts, and pursues follow-up activities.	
6. INSTRUCTIONAL/WORK TIME* – Uses time effectively and demonstrates ability to plan work and to sequence activities.		11. PROFESSIONAL DEVELOPMENT* – Takes advantage of educational and other professional development activities.	
		12. DECISION MAKING* – Shows ability to make decisions appropriate to the situation(s).	

PROFESSIONAL GROWTH PROFILE



Enter teacher's name _____

Observation: _____

EVALUATOR'S COMMENTS:

Enter comments here.

Evaluator's Signature _____

Date _____

TEACHER'S COMMENTS:

I have received a copy of this report and have had the opportunity to read and discuss its contents with my supervisor.

Teacher's Signature _____

Date _____

* Denotes evaluation item for certified support staff – guidance, GRADS, etc.
M (Master) – May replace an S rating when exemplary practices are observed.



NOTIFICATION OF CONCERN

Employee _____ Subject Area _____

Immediate Supervisor _____ Date _____

NATURE OF CONCERN(S):

SUGGESTIONS FOR IMPROVEMENT:

Evaluator Noting Concern _____
(Superintendent, Director or immediate supervisor)

Employee Signature _____ Date _____
(Signature only states that employee recognizes that the form was delivered on above date)

Classified Employee Performance Evaluation



RATING: SATISFACTORY, NEEDS IMPROVEMENT, UNSATISFACTORY, NOT APPLICABLE, NOT OBSERVED

1. QUALITY OF WORK – ACCURACY, NEATNESS, THOROUGHNESS

SPECIFIC COMMENTS:

2. QUANTITY OF WORK – VOLUME, AMOUNT, SPEED

SPECIFIC COMMENTS:

3. KNOWLEDGE OF WORK

SPECIFIC COMMENTS:

4. ADAPTABILITY – ADJUSTMENT TO CHANGE, ABILITY TO LEARN

SPECIFIC COMMENTS:

5. DEPENDABILITY – RELIABILITY

SPECIFIC COMMENTS:

6. COOPERATION – WITH MANAGEMENT AND CO-WORKERS, RESPECTS PRIVILEGES

SPECIFIC COMMENTS:

7. JUDGMENT – ABILITY TO MAKE DECISIONS, PLAN WORK

SPECIFIC COMMENTS:

Classified Employee Performance Evaluation



8. INITIATIVE – MOTIVATED, INTERESTED IN WORK

SPECIFIC COMMENTS:

9. PEOPLE SKILLS – TACT, APPEARANCE, PUBLIC RELATIONS

SPECIFIC COMMENTS:

GENERAL COMMENTS:

Evaluator's Signature _____ Date _____

EMPLOYEE'S COMMENTS:

I have received a copy of this evaluation report and have had the opportunity to read it.

Employee's Signature _____ Date _____

PIONEER CAREER AND TECHNOLOGY CENTER
Form for Requesting Donation of Sick Leave

I, _____, am requesting _____ days of donated sick leave to
(Employee name)

begin on _____.
(Date leave will begin)

Donation of sick leave will be in accordance with O.R.C. Sec. 3319.14.1 and Article 408 of the Pioneer Master Agreement:

In the event any employee who is eligible for sick leave requires leave due to a catastrophic or life-threatening illness or injury, and the employee has exhausted his/her sick leave as listed, (including advancement under Article 400 and all other available paid leaves as listed in Article IV), the Association and Administration will meet to discuss possible alternatives which may include the donation of sick leave days by other district employees as well as discussing and/or assisting in the application for disability. Each situation will be discussed, addressed on a case-by-case basis, and all decisions shall be reached by consensus. This provision shall apply equally to all employees of the Pioneer Career and Technology Center, including non-bargaining unit members.

Employee Signature

Date

PIONEER CAREER AND TECHNOLOGY CENTER
Form for Donating Sick Leave

_____ is requesting sick leave donations. If you wish to donate according to the guidelines listed, please fill out this form and return it to Jerry Payne by

(Date form is needed)

Guidelines for Donating Days

1. Employees are limited to donating one day per year per incident per employee.
2. Once an employee elects to donate a day, the election cannot be withdrawn.
3. Days cannot be donated for the purpose of increasing an employee's severance pay, nor can severance pay be collected from donated days.

I, _____, agree to donate one (1) day of my
(Print name)
accumulated sick leave to be used by _____ I
(Print name of employee requesting day)

have read the above list and agree to the terms of donating a day. I further understand that if more days are donated than requested, that donations will be determined by lottery.

Signature of Employee Donating

Date

(For Office Use Only)

___ Thank you for your donation. The day you have donated will be deducted from your sick leave balance.

___ Thank you for your donation; however, your day was not needed. You may donate at a later time.

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