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PLEASANT ASSOCIATION OF TEACHERS

MASTER AGREEMENT

EFFECTIVE

July 1, 2012

To

June 30, 2015

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I. RECOGNITION

- A. The Pleasant Local Board of Education, hereinafter referred to as the Board, recognizes the Pleasant Association of Teachers, affiliated with the Ohio Education Association (OEA) and the National Education Association (NEA), hereinafter referred to as the Association, as the sole and exclusive bargaining agent for all certified personnel employed by the district under regular teaching contracts including school psychologists, speech therapists, guidance counselors, but excluding the Superintendent, Assistant Superintendent, if any, Principals, and any other administrators and confidential employees designated by the Board as representatives of the Board.
- B. Substitute teachers who have been continuously employed for a period of sixty (60) days or more, part-time teachers employed under written employment contracts, and tutors employed under written employment contracts are included in the bargaining unit. The grievance procedures and dues deduction provisions of this agreement shall be fully applicable to employees holding their positions, provided that, unless specifically provided therein, no other provision of this agreement shall be applicable to persons employed as substitute teachers, part-time teachers, or tutors.
- C. The Board reserves unto itself, its agents and representatives, those rights provided under the Constitutions and laws of the United States and the State of Ohio for the management and control of the school district except as expressly limited by this agreement and Chapter 4117 of the Revised Code.
- D. Neither the Association nor the Board waive any rights to bargain or refuse to bargain during the term of any agreement as prescribed in Chapter 4117 of the Revised Code.
- E. “Member” Defined
The term “member”, when used hereinafter in this Master Agreement, shall refer to all employees represented by the Association in the Bargaining Unit as determined in Article I.

II. NEGOTIATIONS PROCEDURE

- A. Either the Association or the Board may initiate negotiations by submitting a written request for negotiations to the other party during the month of February in the year in which this agreement expires. Such request from the Association will be submitted to the Superintendent; request from the Board will be submitted to the President of the Association. The parties will hold their first negotiating session within 15 calendar days after receipt of the request for negotiations.

- B. The scope of bargaining is wages, hours, terms, and other conditions of employment, and the continuation, modification, or deletion of existing provisions of the collective bargaining agreement but may include any related item to the aforementioned areas.
- C. At any negotiations session, either party may be represented by no more than five (5) representatives. One of the five shall be designated Team Chairperson or Chief Negotiator and shall have the power to sign temporary, or tentative, agreements with the other party.
- D. At any negotiations session, either party may have a maximum of two (2) observers. Said observers shall not have the privilege of speaking during the sessions unless mutually agreed upon by both parties. Representatives of the news media shall not be permitted to attend as observers.
- E. During the course of negotiations, accurate written minutes of the proceedings may be kept by a member of either team who may be designated as secretary. Either party may tape record the proceedings.
- F. The first session will consist of each side presenting proposals and explaining the intent of those proposals. All proposals will be written in a form ready for signature. If one of the parties is awaiting further information for a proposal, the proposal may be submitted by title with an explanation as to why the proposal is not in writing. Proposals of this type shall be kept to a minimum. The initial meeting shall also be used to establish the time, place, and agenda of subsequent meetings. After the first session, no new proposal shall be introduced except as counter proposals to proposals already introduced.
- G. All proposals mutually agreed upon shall be reduced to writing and initialed, or signed, by the Chairperson of each team and shall include the signing date of the temporary, or tentative, agreement.
- H. No negotiations session shall be terminated until the time and place of the next meeting has been established by mutual agreement.
- I. When all proposals have reached tentative agreement, the tentative agreement shall be submitted to a meeting of the membership of the Association within twenty (20) working days of the last session for action upon ratification. If the agreement is ratified by the Association, the agreement shall then be presented at the next regular or special Board meeting for ratification by the Board. If either side rejects the tentative agreement, in whole or in part, then the entire tentative agreement shall be thereby rendered void and all proposals of the agreement subject to renegotiation. If either group does not ratify, a time and place shall be agreed upon to reopen negotiations.

- J. Upon ratification by the Association and by the Board, the completed agreement shall be signed for the Association by the President, Vice President, and Chief Negotiator, and for the Board by the President, Treasurer, and Chief Negotiator.
- K. Following ratification by the Association and by the Board, the Association will prepare and submit a proofed copy of the text of the agreement to the Board. Upon approval by the Board, the Board and Association shall print sufficient copies of the agreement for joint distribution to members of the bargaining unit, administrators, and other interested persons. The cost of printing will be shared equally by the Board and Association.
- L. Negotiations subject to a reopener clause shall be conducted in accordance with the procedure contained in this article, to the extent applicable.

III. IMPASSE

If agreement is not reached by June 1, either party may call for the assistance of the Federal Mediation and Conciliation Service to assist in bringing the parties to a tentative agreement.

IV. GRIEVANCE PROCEDURE

A. Definitions

- 1. A grievance is a claim that there has been a violation, misinterpretation, or misapplication of any provision of the negotiated agreement; a violation of one's right to fair treatment; or a violation of any rule, order, regulation, or policy of the Board of Education.
- 2. The grievant is the teacher having the grievance, or teachers having the grievance, or the Pleasant Association of Teachers having the grievance.
- 3. Days referred to in the grievance procedure are the teacher's contractual days. No grievance shall be informally discussed or filed during the summer recess when school is not in session, except by agreement of the Board and the Association. Failure to agree will automatically toll the time to the next workday of the grievant, or in the case of an Association grievance, the first workday of the following school year.

B. Rights of the Grievant

- 1. A grievant may appear on his/her own behalf or may be represented at any and all steps of the Grievance Procedure by an officer or employee of the recognized bargaining agent.

2. Nothing contained herein shall limit or otherwise exclude grievant from seeking redress from any governmental agency other than SERB, regulatory body or any court of law with jurisdiction to this district. However, upon resort to any governmental agency, regulatory body, or court of law, the grievant thereby waives the right to utilize the grievance procedure contained in this agreement. Should a grievant seek redress from any governmental agency, regulatory body, or any court of law subsequent to filing a grievance and while such grievance is pending, such grievance shall be thereby terminated without reaching the merits of the grievant claim.
3. Any grievance not settled at an informal level shall be reduced to writing and shall state the relief sought.
4. The fact that a grievant files a grievance shall not be recorded in the grievant's personal file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for other employment; nor shall the grievant be placed in jeopardy or be the subject for reprisal or discrimination for having followed or utilized this grievance procedure.
5. Time limits specified herein are considered maximum; however, they may be extended by written agreement of the parties.

C. Steps of Procedure

Informal Step

Any grievant shall first discuss the grievance with his/her immediate supervisor before a written grievance shall be filed.

Formal Steps

Step I

If the informal discussion does not resolve the grievance to the satisfaction of the grievant, such grievant may present a formal claim to his/her immediate supervisor by submitting a completed Grievance Report Form. If such grievance is not presented in writing within fifteen (15) working days after the date on which the grievance occurred, the grievance shall be deemed waived. The written grievance shall be on a standard form supplied by the Board and shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific provision of the agreement allegedly violated as well as the relief sought. Within five (5) working days of the receipt of the grievance, the immediate supervisor shall meet with the grievant in an effort to resolve the matter. The immediate supervisor shall indicate his/her disposition of the

grievance within five (5) working days after such meeting by completing the report form and returning it to the grievant with a copy to the Superintendent and a copy to the Association.

Step II

If the action taken by the immediate supervisor does not resolve the grievance to the satisfaction of the grievant, the grievant may complete the Grievance Report Form Step II and submit the grievance to the Superintendent. Failure to file such an appeal within five (5) working days from the receipt of the written notice of the immediate supervisor's action on said grievance shall be deemed a waiver of the right to appeal. Within five (5) working days of receipt, the Superintendent or a designated representative will schedule a meeting with the grievant. Within five (5) working days after this meeting, the Superintendent shall indicate his/her disposition of the grievance by completing Step II and forwarding it to the Grievant and to the Association.

In addition to this procedure, the Superintendent has an independent right to review and modify any decision of the Principal.

Step III

If the grievant is not satisfied with the action taken by the Superintendent, such grievant may complete the Grievance Report Form Step III and submit the grievance to the Board. Failure to file such an appeal within five (5) working days from receipt of the written notice of the Superintendent's action on said grievance shall be deemed a waiver of the right of appeal. At the next regular Board meeting, the Board shall meet with the grievant. No later than five (5) days after the next regularly scheduled Board meeting, the Board shall indicate in writing its disposition of the grievance by completing its portion of Step III and forwarding it to the grievant and the Association. In addition to this procedure the Board has an independent right to review and modify any decision of either the Principal or Superintendent.

Step IV - Arbitration

Within ten (10) working days of receipt of the level IV response, or if the Board fails to file a timely response, the grievant and the Association shall notify the Board of their intent to proceed to arbitration.

1. Selection Of The Arbitrator The arbitrator shall be selected from a list supplied by the American Arbitration Association (AAA). All procedures relative to the arbitration shall be according to the voluntary rules and regulations of the American Arbitration Association.

2. Authority Of The Arbitrator The arbitrator shall have no authority to subtract from, modify, change, or alter any of the provisions of this contract or add to, subtract from, modify, change, or alter the language therein in arriving at a determination of any issue presented. The arbitrator shall be expressly confined to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted and further, shall have no authority to submit observations or declarations of opinions which are not directly essential in reaching determination. The arbitrator shall not have the authority to add to, subtract from, or alter any of the provisions of this agreement. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to arbitration.
3. Decision Of Arbitrator The decision of the arbitrator shall be final and binding on all parties, the grievant/employee, the Association and the employer.
4. The cost for the services of the arbitrator will be paid entirely by the loser.
5. Every attempt will be made to schedule arbitration hearings on non-school days or after school hours, but if impossible, all Association participants will be released at no loss of pay, not to exceed three (3) days.

D. Miscellaneous

1. In cases where the issue could not be resolved by the immediate supervisor, a grievance may be initiated at Step II. All such grievances shall state the reasons for filing at Step II and shall indicate that Step I was omitted.
2. In the event that the immediate supervisor or the Superintendent fails to respond within the provided time limits, the grievant shall automatically advance to the next step.
3. All grievance hearings shall be held after school hours.
4. Grievance hearings on non-school days will be held on a day and at a time that is mutually agreeable to both parties.
5. A grievant must be given at least thirty-six (36) hours notice prior to a grievance hearing. If less than the 36 hours notice be given, the grievant will be granted, upon request, the extension of the hearing date.
6. Administrators responsible for the conduct of grievance proceedings at Levels I or II may be represented by counsel or other Board representatives.

V. ASSOCIATION RIGHTS

A. Association Privileges

1. The Association shall have the right to use school buildings for membership meetings, provided the Building Principal or, in his absence, another designated administrator is notified, except in cases of urgent necessity, no less than twenty-four (24) hours in advance of the time and place of such meetings, and the use does not interfere with the previously scheduled use of the building. During time periods when no custodian is on duty, the Association shall pay the cost of any necessary or requested custodial cleaning and/or setting up expenses.
2. The Association shall have the non-exclusive use of any bulletin board presently located in a teacher's lounge or other non-public area.
3. The Association shall have the right to the use of the school inter-departmental mail service to the extent that such use does not interfere with the school use of such service.
4. Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before, after, or during the regular school day; provided, however, that no such business shall be conducted during instructional or supervisory time for the individuals involved, nor shall such Association business interfere with any other school function.
5. The Association may use school owned office equipment provided that:
 - a. Such use does not interfere with normal or required usage.
 - b. The cost of expendable supplies and repairs for damage caused by misuse of equipment will be the obligation of the Association.
 - c. The names, addresses, phone numbers and building assignments of all employed certificated staff members shall be supplied to the Association as this information becomes available.
 - d. Upon request, the Board shall provide the President of the Association with a copy of the Board agenda not less than twenty-four (24) hours prior to the regular meeting and, if available, prior to special Board meetings and a copy of the minutes of said meeting.

e. Upon request of the Association, the Board will provide one copy of the following documents within a reasonable time, provided they are available:

- (1) Official Amended Certificate of Estimated Resources;
- (2) Training and experience grid;
- (3) Temporary and permanent appropriations;
- (4) Form SF 12 (January and July);
- (5) July Tax budget;
- (6) December and June financial statements.

6. Space shall be provided for the Association's filing cabinet. Such space shall be readily accessible to Association officers and members but not to the student body.

B. Payroll Deduction of Association Dues

1. The Treasurer of the Board shall be authorized to make payroll deductions for professional dues. The Association shall transmit to the Treasurer, no later than September 30, a list of Association members wishing to have payroll deduction of dues and the amount to be deducted. The annual professional association dues will be deducted and withheld from each consenting teacher's pay in substantially equal amounts each pay period for eighteen (18) pay periods beginning with the first pay date on or after October 1. The Treasurer will forward amounts deducted and withheld to the P.A.T. Treasurer on a monthly basis. Payment will not be made later than ten (10) working days from the end of the month in which the deductions were made.
2. Teacher authorization will be in writing and teachers may not discontinue such deductions during the school year after October 1st.
3. The Treasurer shall be held harmless in all actions regarding payroll deduction of dues. The association shall reimburse the teacher for all deductions made without full and total authorization.

C. Fair Share Fees

1. Payroll Deduction of Fair Share Fee

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

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be determined by the Association to the Treasurer of the Board on or about December 15th of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the employer agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Payers

Payroll deduction of such annual fair share fees shall commence on the first pay date, which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- i) Thirty (30) days employment in a bargaining unit position
- ii) January 15th

Said deductions shall be made in as near as possible equal deductions from those pay periods remaining in the school year (through August).

b. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

c. Any fair share fees due at the conclusion of employment will be deducted from the final pay of the employee. In no event will the Board be liable for any fair share fee amount.

4. Transmittal of Deduction

The employer agrees to accompany each transmittal with a list of the names of the bargaining unit members for whom all such fair share fee

deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

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

6. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

7. The Treasurer shall be held harmless in all actions regarding payroll deduction of dues. The Association shall reimburse the teacher for all deductions made without full and total authorization.

D. Employment Interview Participation

1. Each department and/or grade level shall have the opportunity for one of its members to participate in the interviews for openings in his/her department or grade level and be permitted to make multiple recommendations by ranking candidates. A representative committee appointed by the President of the PAT will participate in interviews for selection of Building Principals.
2. The Association President, prior to the end of the school year, will provide a list of interview participants and alternates for each department and/or grade level, and a representative committee of three (3), and alternates, from each building. The list shall include members and/or non-members of the Association.
3. Should no designated bargaining representative be available to participate in interviews for openings in their departments or grade levels, the building administrator shall contact the Association President to provide alternate bargaining unit member(s) to attend the interview or waive the Association's right to attend. The Association will make every effort to insure member participation in the interview processes; however, members are not required to participate and may decline appointment. If

the Association does not provide members for the committee, the Association's right to participate in the decision will be waived for the position in question.

E. Interview Participation (Superintendent's Position)

A representative appointed by the President of the Association shall participate in the interview procedure and may direct questions to the interviewees relative to concerns of the Association and be permitted to make multiple recommendations by ranking the candidates.

F. Tuition Waiver

A child whose parent is a full-time employee of the Pleasant Local School District may attend the Pleasant Local Schools without a tuition charge.

The policy shall be uniformly applied to all such children and shall provide for the admission of such child upon request of the parent/employee.

No tuition shall be charged by the school district of attendance, nor shall any other school district be required to pay tuition for the child's attendance.

This item shall self-terminate with the implementation of state statute covering such non-resident school attendance.

VI. GENERAL POLICIES

A. School Calendar

1. The school year shall consist of 185 days. There will be 180 days of instruction, and five (5) days of in-service.
2. Additionally, the board and association agree that one (1) mandatory two-hour professional development program will be scheduled in each building throughout the school year.
3. The Association and Certified Staff shall have the opportunity for written, documented input into the annual school calendar prior to Board adoption. The Association recognizes that the Board of Education has the final responsibility to adopt a school calendar. The Board of Education will provide at least thirty (30) days notice to the Association prior to the adoption of a school calendar.

4. The Central Ohio In-service Day will not be a paid day of instruction.
 - a. Holidays and vacations to be observed during the life of this contract include the following:

1) Labor Day	5) M.L. King Day
2) Thanksgiving	6) Presidents' Day
3) Christmas	7) Easter
4) New Year's Day	8) Memorial Day
 - b. The above listed days are not teacher workdays nor days for which teachers are compensated.
 - c. The following vacations will not be paid days of instruction:
 - 1) Friday after Thanksgiving.
 - 2) Winter vacation.
 - 3) Spring break.
5. If the permissible 27 1/2 hours of calamity loss is exceeded for grades K-12 (full-day kindergarten) or 13.75 hours for half-day kindergarten, the Association's representative(s) and the Board, or its representative(s), will meet to decide on mutually agreeable make-up days/times.

This item will automatically adjust to conform to statute and O.D.E. administrative rules should either change during the term of this agreement (Master Contract).

B. Evaluation Procedure

1. Purposes
 - a. The improvement of instruction.
 - b. To help the teacher to achieve greater effectiveness in teaching.
 - c. Provide definite written records of a teacher's performance to be used:
 - 1) As evidence of a teacher's performance.
 - 2) For consideration of advancement of position or the award of continued employment.
 - 3) As reference material (for recommendation to other systems).
 - 4) As references for improvements of instruction.
2. Formal observation of classroom activity will be conducted by the designated evaluator in the manner set forth below.

- a. All formal observations of the work performance of a teacher shall be conducted openly and with the knowledge of the teacher. Informal observations may occur at any time without prior notice.
- b. All personnel, during the first month of school, shall be advised as to the evaluation instruments to be used and shall be given a copy of such.
- c.
 - 1) All bargaining unit members employed under a one year limited teaching contract will be formally evaluated a least two times per year.
 - 2) Personnel on limited multi-year or continuing contracts will be formally evaluated at least once per year.
 - 3) Each formal evaluation shall be preceded by two observations of not less than one-half hour duration by the immediate supervisor completing the formal evaluation process.
 - 4) The evaluator shall write a report on all formal observations. A copy of all evaluations will be given to the teacher at the time of the post-evaluation conference.

3. Evaluation

- a. The evaluation of the performance of all teachers shall be in writing which will provide for narrative comment based upon observations (both formal and informal) and shall acknowledge the strengths as well as the weaknesses (deficiencies), and shall note the data used to support the conclusion made by the evaluator. Teachers who are identified as having deficiencies will be advised of those deficiencies during the post-evaluation conference. Such teachers will correct the deficiencies as soon as reasonably possible. The evaluation shall be signed by the individual to signify his/her notification that the item will be placed in the file, but not that the teacher necessarily agrees with the evaluation. The person evaluated shall be afforded the opportunity to write a rebuttal to an undesirable evaluation. Said rebuttal shall be attached to the evaluation and placed in the file.
- b. Bargaining unit members employed under one-year limited teaching contracts shall have their first formal evaluation conducted and completed no later than January 15, with a written report of the evaluation results received no later than January 25th.

The second formal evaluation will be conducted and completed between January 26th and April 1st, with a written report of the second evaluation results received no later than April 10th.

Those bargaining unit members whose evaluations contain areas of “needs improvement” shall not receive their second evaluation on or before March 1st.

- c. Teachers employed under multi-year limited contracts shall have an evaluation completed by March 1st, with a written report of the evaluation results received no later than March 30th.
- d. Teachers under continuing contracts shall have an evaluation completed by March 30th, with a written report of the evaluation results received no later than April 15th.

4. Representation

If a teacher is to be called for disciplinary conference as the result of observation or evaluation, he/she shall be afforded, but not required, the opportunity to have a representative of the Association present in any such meeting with the Board or its agents.

5. Correction of Deficiencies

Teachers who request assistance in the correction of deficiencies identified in the evaluation process will be given such positive assistance as is reasonable/available to assist in correction of those deficiencies.

In order for the board to adopt an evaluation procedure in compliance with HB 153 by July 1, 2013, the parties agree to establish an ad hoc evaluation committee. The committee is created for the 2012-2013 school year only and will consist of no more than three (3) teachers appointed by the association and three (3) administrators appointed by the Superintendent. Association members will have two (2) paid release days for the committee’s meetings. The committee shall be authorized to utilize consultant(s) such as education consultants, software consultants, credentialing trainers, etc.) as it deems appropriate (with the Superintendents consent if there is a cost), and the cost, if any, shall be borne by the Board. The committee by consensus shall recommend forms and procedures in compliance with HB 153 to the Association and the Board no later than June 1, 2013.

Effective July 1, 2013 the new evaluation procedure shall replace the teacher personnel Evaluation Form (pp. 68-72) of the current negotiated agreement.

All other provisions of Section VI Article B will remain in full force and effect for the duration of the negotiated agreement.

If HB 153 becomes unlawful, and/or the requirements of section 3319.112 of the Ohio Revised Code change, the evaluation system returns to Article VI, General Policies as written in the July 1, 2009 through June 30, 2012 Agreement between the Pleasant Local Board of Education and the Pleasant Association of Teachers.

C. Reduction in Force

1. Reasons

When by reason of funding cuts or decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, by reason of suspension of schools, territorial changes affecting the district, or for financial reasons the Board may make a reasonable reduction.

2. Method

a. The Superintendent's recommendation for contracts to be suspended shall be made in accordance with the following procedures:

1) Teachers serving under continuing contracts will be given preference, in descending order of seniority. Teachers serving under limited contracts will be placed under continuing contract teachers, also in descending order of seniority. A general seniority list (including teachers on Board approved leaves of absence) will be compiled by the administration prior to a RIF. Such list shall be available to the Association.

b. Any teacher affected by RIF shall be notified by May 30. Such notification will include the reasons for the RIF.

3. Recall

The names of teachers whose contracts are suspended will be placed on a recall list for up to twenty-four (24) months from the date of reduction. Teachers on the recall list will have the following rights:

a. No new teachers will be employed while there are teachers on the recall list who are qualified for the vacancy.

- b. Teachers, whose continuing contracts are suspended, shall have the right of restoration to continuing service status in the order of seniority of service in the district if and when teaching positions become vacant or are created for which any of such teachers are or become qualified.
- c. Notice of recall will be given by mail, if a vacancy exists in a position for which the RIF'd teacher is certified and qualified. The notice will be sent to the last address provided by the teacher. It shall be the responsibility of the teacher to keep the Board informed of his/her current address. If the teacher fails to respond within seven calendar days, or declines to accept the position, he/she will forfeit all recall rights.
- d. The Board will accept resignations from teachers who are on suspended contract.
- e. Preference shall be given to RIF'd teachers for casual or day-to-day substitute teaching.
- f. These rights shall continue until recalled to active employment status; written resignation of employment is submitted to the Board; twenty-four (24) months from the date of initial date of RIF; or failure to respond or decline to accept a position as specified in 3c above.
- g. RIF'd teachers shall be eligible to purchase insurance, upon the carrier's approval, and at the rate determined by the carrier. Premiums shall be paid by the teacher as specified by the Treasurer.
- h. The Board will not challenge the RIF'd teacher's application for unemployment compensation.
- i. Any teacher who signs a contract with another district shall immediately waive his/her unemployment compensation rights from the Pleasant Local School District.
- j. Those employees RIF'd prior to the implementation of this agreement shall no longer have recall rights.

4. Return to Active Employment

A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status, with

the same seniority, accumulation of sick leave, and salary schedule placement and benefits he/she enjoyed at the time of layoff.

5. The parties agree that these procedures apply only to the suspension of contracts under 3319.17 or for financial reasons. This article shall not require the Board to fill any vacancy nor shall it interfere with any other lawful personnel procedures in the Pleasant Local School District.

D. Seniority

1. Definitions

Seniority shall be defined as the length of continuous full time service as a member of the bargaining unit under a limited, or continuing contract in the district. Effective July 1, 1997, part-time employees under contract to work 120 days or more per year and work 20 or more hours per week shall begin to accrue seniority.

2. Accrual of Seniority

- (a) Seniority shall begin to accrue from the first day worked in a bargaining unit position.
- (b) Seniority shall accrue for all the time an employee is on active pay status or is receiving worker's compensation benefits.
- (c) Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
- (d) Seniority of members of the bargaining unit who are non-renewed and are subsequently reemployed shall begin at the date of reemployment, except where such reemployment is for the following school year.

3. Equal Seniority

- (a) A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.
- (b) If two or more members of the bargaining unit have the same length of continuing service, seniority will be determined by:
 1. the date of the Board of Education hiring, per Board minutes.

2. by giving preference to the bargaining unit member who had done significant substituting in the school district under appropriate certification.

[a] Significant substituting is "over 60 days".

[b] Appropriate certification is "in the area of academic certification".

3. The date on which the teacher submitted a complete job application. In an event of a tie, a flip of a coin at the time of employment will determine seniority.

Seniority applies to all teaching contracts.

4. Loss of Seniority

Seniority shall be lost when an employee retires or resigns; is employed in a full-time, non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the employer.

5. Posting of Seniority List

a. Every bargaining unit member's name will appear in order of seniority on a list according to date of employment and type contract (see B., below)

Members of the bargaining unit shall have all areas of certification included on the seniority list. The list shall include all bargaining unit members who are currently on leave.

b. The seniority list shall be compiled by placing at the top of the list in descending order of seniority, according to respective areas of certification, those members of the bargaining unit serving under continuing contracts. Members of the bargaining unit serving under limited contracts will be placed on the list below those on continuing contracts, also in descending order of seniority.

c. The seniority list shall be prepared by the district Treasurer no later than December 1 of each school year.

- d. The employer shall prepare and post on the designated bulletin board in each building/work site a seniority list, indicating, by area of certification, the first day worked, the date of employer resolution to hire, and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association President on or before the date of posting.

6. Correction of Inaccuracies

- (a) Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the bargaining unit committee in writing of any inaccuracies which affect his/her seniority. The employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered as final until the next posting.
- (b) All challenges to the accuracy of the list shall be resolved. The seniority list shall then be initialed by the Association President and Superintendent, with copies given to each other no later than January 31.

E. Vacancies and Transfers

1. Definitions:

Vacancy

A vacancy shall be any position in the bargaining unit resulting from any of the reasons listed below and the Board determines to fill. Employees may be shifted within a building before a vacancy is declared and posted.

- (a) An employee's leaving employment as a result of a termination, resignation, or death.
- (b) An employee's non-renewal for just cause.
- (c) An employee's transfer to another bargaining unit position.
- (d) An employee's assuming a non-bargaining unit position.
- (e) The creation of a new bargaining unit position.

Transfer

A change in assignment by an employee from one bargaining unit position to another.

Voluntary Transfer

A voluntary transfer shall be employee-initiated reassignment.

Involuntary Transfer

An involuntary transfer shall be an employer-initiated reassignment of an employee.

2. Posting of a Vacancy Notice

Not later than April 30 of each school year, the Superintendent shall post in all school buildings a list of the known vacancies (approved resignations or non-renewals) which will occur during the following school year. The Superintendent will e-mail known certified vacancies to bargaining unit members using the District's listserv. It is the member's responsibility to ensure the Director of Technology has received the current and/or provided any changes to the member's e-mail address. Notices shall also be announced using the District's phone system via the member's primary phone number. A member shall not file a grievance if the member does not receive the e-mail notification. A copy of all postings will be sent to the Association President via regular U.S. mail when school is not in session.

The vacancy notice for each position shall include the position title, the certification, and building location.

Qualified teachers employed by the Pleasant Local Schools who apply for a vacant position shall be given preference in the filling of vacancies.

Vacancies that occur during the school year shall be temporarily filled and then reposted in April for permanent filling for the succeeding school year. The temporary hire may only be considered if no other qualified bargaining unit member applies for the position.

3. Voluntary Transfer

The assignment of teachers to specific responsibilities within the building rests with the immediate supervisor, provided that such assignments shall

be within the scope of the employee's valid licensure/certification, but subject to the approval of the Superintendent.

Teachers who desire a change in grade and/or subject assignment within their present building shall consult with the building principal. Teachers who desire to transfer to another building may file a written statement of such desire with the Superintendent no later than May 15. Such statement will include the specific vacancy if posted, the grade or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.

As soon as practicable, and not later than July 15, the Superintendent will post in each school and deliver to the Association a system-wide schedule showing the names of all teachers and the nature of such reassignment or transfer. This date can be extended by mutual consent of the Board and the Association.

In acting on requests for voluntary reassignment and/or transfer, the following criteria will be considered:

Individual qualifications
Instructional requirements
Staff availability and experience mix

Not later than September 1, the Superintendent shall cause to be prepared a schedule or other appropriate presentation of system-wide data including all new positions for the coming year, the names of persons reassigned, transferred and newly appointed and the positions they have been given. Such schedule or presentation shall be made available to the Association, and to any teacher who may request it.

If a teacher's request for voluntary transfer has been denied, he/she will, upon request, receive an explanation of the reasons therefore from the Superintendent or his designee.

4. Involuntary Transfer

No vacancy will be filled by means of an involuntary transfer or reassignment if there is a qualified volunteer available to fill said position. Final determination of qualifications will be made by the Superintendent.

Notice of an involuntary transfer or reassignment will be given to teachers as soon as practicable, and, except in cases of emergency, no later than July 17. This date can be extended by mutual consent of the Board and the Association.

When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the Pleasant Schools, length of service in the building, grade or subject from which transfer or reassignment is contemplated and other relevant factors, including legal requirements, will be considered in determining which teacher is to be transferred or reassigned.

Teachers shall not be involuntarily assigned to regular teaching assignments outside the scope of their regular teaching certification or certificate held at the time of offer of most recent contract or new certification.

An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher will be notified of the reason therefore. The teacher may, at his/her option, have a representative of the Association present at such meeting. No teacher will be transferred or reassigned arbitrarily, capriciously, or without rational basis in fact.

A list of open positions in the school system will be made available to all teachers. Teachers who have been involved in an involuntary transfer will, when a desirable position for which they have appropriate qualifications becomes available, have the right to apply for said positions.

A teacher being involuntarily transferred or reassigned will be placed only in an equivalent position, i.e., one which, among other things, involves no reduction in total teaching compensation and no impairment of tenure.

Teachers transferred or reassigned involuntarily during the school year, after the students have initially reported, shall, upon request, be provided up to two (2) school days without pupils to prepare for their new assignment.

The fact of involuntary transfer shall be considered in the evaluation of the teacher during the remainder of that school year.

F. Recommendation for Renewal or Non-Renewal of Limited Contracts

1. Non-Renewal

The Superintendent shall, on or before April 1st, notify each teacher for whom he intends to recommend non-renewal of that teacher's contract and that the Board will take action during the month of April with written notification of the Board's action by April 30. Notification shall not be made during the school day. Upon request, any such teacher shall be granted a conference with the Superintendent to discuss said

recommendation no less than five (5) working days before the meeting of the Board for consideration of the non-renewal.

2. Renewal

Teachers who have completed three (3) consecutive one-year limited contracts in the district and whose contracts are not recommended for non-renewal will, in the year of contract expiration and upon satisfactory performances, be recommended for contracts in the following sequence:

- a. 4-6 years of service - three (3)-year contract
- b. 6 or more years of service - four (4)-year contracts.

3. Teachers who are recommended for non-renewal of contract shall, upon request, be granted a meeting with the Board of Education to show cause why such contract should be renewed. All such meetings shall be in executive session unless a public meeting is requested by the teacher. The teacher may be accompanied by a consultant of his/her choice.

G. Personnel Record Files

1. The Board shall maintain one official file on each member of the bargaining unit, to be kept in the office of the Superintendent.
2. Members of the bargaining unit shall have the right to review the information contained in their files with a reasonable prior notice of no less than one school day, except information for which the bargaining unit member has previously waived access.
3. Copies of information contained in the file of a member of the bargaining unit shall be made at no cost to the member.
4. All personnel files of bargaining unit members shall be maintained in accordance with state and federal laws governing such files. It is the responsibility of the bargaining unit member to request clearing of information of a derogative nature which is five (5) years old or older. Bargaining unit member evaluations shall remain in the files.
5. A member of the bargaining unit may at any time petition the Superintendent in writing for removal of information contained in his/her official district file as to its relevance, accuracy, timeliness, and completeness. Following a review of the material, the Superintendent will render a decision in writing regarding the request for removal of said material.

6. Complaints made by parents, students or other members of the general public shall not be placed in the file of a member of the bargaining unit without the knowledge of the member and the opportunity for the member to include a written response to the complaint.
7. Complaints made by parents, students or other members of the general public shall not be placed in the file of a member of the bargaining unit unless:
 - (a) such complaint is so serious, in the opinion of the Superintendent of Schools or his/her designee, that it is to become a matter of formal record, or
 - (b) the complaint requires Board action or investigation, or
 - (c) such complaint is serious enough as to warrant a conference or investigation by the Superintendent.
8. Whenever it becomes necessary to make a complaint made by a parent, student, or other member of the public a matter of formal record, the Superintendent or designee and member of the bargaining unit shall meet with and attempt to resolve the complaint of the complaining party.
9. No information shall be placed in the personnel records file of a member of the bargaining unit unless such member has seen the information and has had the opportunity to respond in a timely manner. The response shall be attached to the file copy.
10. Neither grievances nor information pertaining to grievances shall be placed in the file of a member of the bargaining unit. Any grievance will be maintained in an Association Grievance File.

H. Parental Complaints

1. Community and school relations shall ideally reflect an attitude of mutual concern and cooperation in the constant attempt to provide the best possible environment for the students. However, complaints and misunderstandings are inevitable.
2. It is deemed most desirable that initial attempts to settle complaints against employees should be made informally through personal, private conferences at the school level among employee, pupil, parent, immediate supervisor and other appropriate staff personnel.

Complaints against employees shall be handled as follows:

- (a) A complaint received by an individual Board member directed toward members of the certified staff shall be referred to the Superintendent.
- (b) The Superintendent shall inform the immediate supervisor where the employee is assigned of the complaint.
- (c) The immediate supervisor will inform the employee of the complaint directed toward him/her and offer him/her an opportunity to settle the complaint. The administrator shall offer every possible assistance to the teacher.
- (d) At the request of the complainant or the employee a meeting of the employee, immediate supervisor, and the complainant will be arranged at a mutually convenient time to discuss the complaint.
- (e) If the complaint is not resolved at that level, it may be appealed to the Superintendent or his/her representative.

Complaints against an employee which go beyond the immediate supervisor level shall be reduced to writing.

- (f) If it is still unresolved, it may be appealed to the Board. An employee may request, and be accompanied by, counsel and/or an Association representative of his/her choosing at any level of the complaint procedure.

I. Class Size

The Board of Education shall make every reasonable effort to maintain class size on a district-wide basis in accordance with the minimum standards adopted by the State Department of Education.

J. Planning Time

Each full-time teacher shall be scheduled two hundred (200) minutes of planning time per week. Such schedule shall include daily uninterrupted planning time, as follows:

- a. At least one class period for each middle school and high school teacher (6-12).
- b. The Board shall provide no less than thirty-five (35) consecutive minutes per day, three (3) days a week, for elementary teachers (K-5) for the 2012-2013, 2013-2014, 2014-2015 school years.

K. Fair Dismissal

1. Termination of existing contract: termination of a teacher's contract shall be in accordance with Ohio Revised Code Sec. 3319.16 and related provisions.
2. Non-renewal of limited contract: beginning with the fourth year of employment, a teacher's limited contract shall be non-renewed only for a justifiable cause relative to that teacher's failure to perform at minimum standards the duties for which said contract was issued.
3. For any teachers who have not completed three years of service (three one-year limited contracts), the Board of Education, superintendent, and treasurer need not give written reasons or circumstances prior to and after taking action to non-renew the contract of such teachers. The procedures and provisions outlined in Ohio Revised Code Sections 3319.11 and 3319.111 are not applicable to the non-renewal of such teachers.
4. Rights granted by this section or by Sections 3319.11 and 3319.111 of the Ohio Revised Code shall not apply to supplemental contracts.

L. Job Descriptions

The Board of Education shall adopt job descriptions for members of the bargaining unit. Prior to such adoption, the Board shall give the Association the opportunity to make written recommendations for consideration by the Board. Said job descriptions shall be adopted by the Board on or before August 1 of the members school year and shall not be amended, rescinded, or modified prior to the end of the members school year.

M. Length of School Day

The length of the school day for members of the bargaining unit shall normally be seven and one-quarter (7 1/4) hours per day including a thirty (30) minute lunch period.

N. Class Load

The Board shall maintain a class load that is in compliance with the minimum standards that are established for public elementary and secondary schools by the Ohio Department of Education.

O. Professional Behavior

1. A member of the bargaining unit shall be entitled, upon his/her request, to have a representative of the Association when the teacher is being given a

formal reprimand, warning, or is being disciplined for any alleged infraction of the rules, delinquency, or unprofessional performance. For the purpose of this provision, a formal reprimand, warning, or discipline shall be defined as one, which is in writing and to be placed in such teacher's personnel file. The request for the presence of a representative of the Association shall not delay such proceeding for more than two (2) school days.

2. A teacher shall not be given a formal written reprimand or warning, or be disciplined for any alleged infraction of rules, delinquency, or unprofessional performance, without just cause. A formal reprimand or warning may be subject to the grievance procedure.
3. Except in cases of urgent necessity, direct, verbal criticism of a teacher by an administrator in front of students or parents shall be avoided. In the event a teacher believes that criticism made before students and/or parents was unwarranted, the teacher may request a conference with the administrator to discuss the incident. The teacher may be accompanied and represented by a representative of the Association.
4. Nothing in this procedure shall limit the authority of an administrator to direct, admonish or discipline any member of the bargaining unit.
5. Members of the bargaining unit shall not be verbally harassed by the administration.

P. Tenure

1. When a bargaining unit member employed under a limited contract is issued a professional or permanent teaching certificate or holds a five (5) year professional educator license with a masters degree, has taught three consecutive years of the last five years in the school district, and has completed the limited contract under which he/she is employed, he/she will become eligible for a continuing contract.
2. Members of the bargaining unit who have obtained continuing contract status elsewhere in Ohio become eligible for a continuing contract after two (2) years of service in the district.
3. To be eligible for consideration of a continuing contract, a member of the bargaining unit shall satisfy the following condition:

The bargaining unit member has become eligible for a continuing contract. A valid professional, permanent, or life certificate must be on file with the Treasurer of the Board, prior to Board action to grant tenure.

4. Bargaining unit members who meet all legal qualifications or requirements and become eligible for a continuing contract but who have, in the opinion of their supervisor and superintendent, certain other deficiencies, may be issued an extended limited contract for a term not to exceed two (2) years, providing:
 - (a) If the Board of Education takes affirmative action on the Superintendent's recommendation that the teacher be given an extended limited contract. Upon subsequent reemployment of the teacher, only a continuing contract may be entered into.
 - (b) The bargaining unit member had not previously attained continuing contract status elsewhere.
 - (c) Written notice is given to the bargaining unit member by the Superintendent on or before April 30th of his/her intention to recommend to the Board an extended limited contract.
 - (d) Written notice is given to the bargaining unit member by the Superintendent on or before April 30th of the reasons for the extended limited contract directed at the professional improvement of the bargaining unit member.
 - (e) The Board of Education gives written notice on or before April 30th to the bargaining unit member of its affirmative action on the Superintendent's recommendation for an extended limited contract.
 - (f) All district evaluation procedures have been fully complied with in accordance with the evaluation procedures as stipulated in the negotiated agreement.

Q. Drug Policy

In accordance with Federal law, the Pleasant Local Board of Education prohibits the use, possession, concealment, or distribution of drugs by employees on school grounds, in school or school-approved vehicles, or at any school-related event. Drugs include any alcoholic beverage, anabolic steroid, dangerous controlled substance as defined by state statute or substance that could be considered as a "look-alike" controlled substance. Compliance with this policy is mandatory for all staff members. Any part-time or full-time employee who violates this policy will be subject to disciplinary action, in accordance with due process, up to and including termination. When appropriate or required by law, the District will also notify law enforcement officials.

The District is concerned about any staff member who is a victim of alcohol or drug abuse, and will facilitate the process by which he/she receives help through

programs and services available in the community. A staff member should contact his/her supervisor or the Superintendent's Office whenever such help is needed. All contact will be treated confidentially. Any staff member who is in need of help, and makes the request in writing, shall be permitted to use accumulated sick leave and enter a program as an "out" or "in" patient. The program shall be approved by the Board.

R. Random Drug Testing

The Board of Education together with the Association will establish a random drug testing program which shall apply to all bargaining unit members.

1. Cost of the drug testing program shall be borne by the Board of Education.
2. The Board of Education will contract with a state approved certified and licensed Drug Testing Company to conduct and monitor the district's random drug testing program.
3. Selection shall be made utilizing an established number system to identify each bargaining unit member. An employee who tests positive during the first test shall be retested within twenty-four (24) hours. Should the re-test result in continuation of a positive result the bargaining unit member shall be directed to the employee assistance program contained in this agreement. A bargaining unit member shall have the opportunity to complete the employee assistance program prior to any Board action to remove, discipline, or terminate employment.
4. Those randomly selected to be tested shall report to the testing site within one (1) hour of notification. All efforts will be taken to protect the privacy and confidentiality of teachers being tested.

S. Leave No Child Behind Act (ESEA)

Recognizing that the District may be required to take certain actions to comply with the requirements of the Leave No Child Behind Act (ESEA), the Pleasant Association of Teachers and the Pleasant Local School District Board of Education have agreed to the following procedures to jointly address those requirements.

I. Formation of Committee

Within ninety (90) days of the implementation of federal or state ESEA regulations or at such earlier time as may be agreed by the PAT President and District superintendent, the Association President and Superintendent will each designate four (4) members to serve on the ESEA Committee. The ESEA Committee will be charged with the responsibility to monitor

and assess the impact of ESEA regulations on the operations of the Pleasant Local Schools. Should the State of Ohio be successful in obtaining a waiver of the federal Elementary and Secondary Education Act, known as the “No Child Left Behind Act” the new accountability measures and standards will be applicable to both the Pleasant Association of Teachers and the Board of Education.

II. Supplemental Educational Services -- No Child Left Behind Act

Tutoring Duties

In the event that the board is required to provide additional supplemental educational services for pupils in any District building in order to comply with the requirements of the No Child Left Behind Act, those positions will be offered, first to teaching employees assigned to the building in which supplemental educational services are required, provided it does not interfere with their regular teaching assignments. If additional supplemental educational services are required, those positions will next be offered to teaching employees of the District, provided it does not interfere with their regular teaching assignments.

III. The maximum rate of pay for performing tutoring duties shall be fifteen (15) dollars per hour.

T. **Resident Educator Program**

A. **Purpose**

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

B. **Definitions**

1. Resident Educator Program: A four-year program created and required by state law that is designed to provide newly licensed educators quality mentoring and guidance. Successful completion is required to advance to a five-year professional educator license.
2. Resident Educator Mentor: A mentor is a teacher trained through the Ohio Department of Education Instructional Mentoring Program to provide professional support to a resident educator.
3. Resident Educator: A resident educator is a teacher employed under a resident educator license.

4. Resident Educator Coordinator: A member designated by the District to manage the Resident Educator Program.
5. Formative Assessment: Formative assessment is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

C. Resident Educator Mentor

1. Qualifications

- a. The resident educator mentor must have at least five (5) years teaching experience in the district.
- b. A resident educator mentor must be trained to act as a mentor according to the Ohio Department of Education Instructional Mentoring program rules, regulations and guidelines.
- c. A resident educator mentor teacher must hold a valid teaching certificate/license.
- d. A resident educator mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have knowledge of a variety of classroom management and instructional techniques.

2. Selection

- a. Members interested in attaining the role of resident educator mentor to a resident educator shall notify the Board and Association President in writing.
- b. Should no member volunteer for the role of Resident Educator mentor, the Superintendent shall direct a qualified member to serve for no more than one (1) year as Resident Educator mentor. The involuntary assignment of Resident Educator mentor by the Superintendent shall not occur more than once every three years per a specific individual member.

3. Responsibilities

- a. The resident educator mentor shall carry out the Resident Educator Program in conjunction with the resident educator rules, regulations and guidelines as developed by ODE.

- b. Consult with and otherwise assist the Resident Educator within the instruction day. Release time, during the regular instructional student day, shall be provided to the Resident Educator mentor. The Resident Educator mentor shall be given no less than one class period every three weeks to meet and consult with their assigned Resident Educator. The Resident Educator mentor will notify the building Principal of the date and time they plan to meet with the resident educator no less than 7 days prior to the date.
- c. The Resident Educator mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the Resident Educator.
- d. The Resident Educator mentor does not have a formal evaluative role.
- e. The maximum number of resident educators a Resident Educator mentor can have is two (2) per year.

D. Resident Educator

1. Assignment of Resident Educator Mentor

- a. Both the Resident Educator Mentor and the resident educator will be provided with all contact information for one another by the Resident Educator Coordinator.
- b. Members holding a resident educator license who are employed after the start of the school year will be assigned to a Resident Educator mentor no later than twenty (20) working days after their first work day. The resident educator will be matched with a Resident Educator mentor in the same area(s) of licensure and in the same grade level. If the above assignment cannot be made, a Resident Educator mentor who is closest to the resident educator's subject area in which he/she is licensed/certified and assigned to the grade level closest to that of the resident educator will be assigned.

E. Resident Educator Coordinator

- a. Responsibilities and qualifications for the Resident Educator Coordinator are based on rules, regulations and guidelines established by the Ohio Department of Education and the Ohio Revised Code.
- b. Should no member submit a letter of interest for the position of Resident Educator Coordinator, the Superintendent will be permitted to assign an individual to the position for a period not to exceed three years.

F. Confidentiality of the Mentoring Process

- a. All interaction, written or oral, between the Resident Educator mentor and resident educator shall be regarded confidential. Any violation of this tenant by the Resident Educator mentor may constitute grounds for immediate removal from the role as Resident Educator mentor and result in a newly assigned Resident Educator mentor.
- b. The Resident Educator mentor-resident educator relationship shall be solely for the purpose of formative assistance. No information obtained in this relationship shall serve as a basis for any summative formal evaluation of the resident educator's performance.
- c. All information, written or oral, shall be confidential between the Resident Educator mentor and resident educator.

G. Protections

- 1. The mentee shall be held harmless in the event that the employer fails or refuses to certify the completion of the program.
- 2. A Resident Educator mentor shall be held harmless in the event that a resident educator fails or does not complete the program.
- 3. A Resident Educator mentor shall be held harmless by the Board in the event that the Board non- renews the resident educator.
- 4. If the District does not comply with the Resident Educator Program the member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District.
- 5. Resident educators shall be provided all due process provisions allowed by the collective bargaining agreement.

H. Compensation

- 1. Each Resident Educator mentor shall be paid a stipend equal to .025 of the BA 0 base salary for each resident educator. The stipend is to be paid in June of that school year, upon completion of a time sheet submitted to the Treasurer's Office.
- 2. The member serving in the role of Resident Educator Coordinator shall be paid a stipend equal to \$600 for each resident educator. The stipend is to be paid in June of that school year, upon completion of a time sheet submitted to the Treasurer's Office.

3. A Resident Educator mentor and the Resident Educator Coordinator shall both be provided Board-paid ongoing professional development programs and activities related to the mentoring process and to attend regional mentor network meetings at a total cost not to exceed six-hundred (600) dollars per school year.

VII. LEAVE POLICIES

A. Sick Leave

1. All requests for sick leave shall be full day increments. Each full-time member of the bargaining unit shall be entitled, for each month of service, to sick leave of one and one-fourth (1 1/4) work days with pay. Any balance of sick leave unused in any year shall be accumulated above the 15 days allowed in subsequent years until a maximum of 221 days has accumulated.
2. Sick leave shall be accumulated during a paid leave of absence. Accumulated sick leave shall be maintained but not earned during an unpaid leave of absence.
3. Employees who render part-time service shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees.
4. Each new full-time employee shall be credited with five (5) days of sick leave upon beginning employment but before sick leave in that amount is accumulated as provided in Item 1 and 2 above. If any of the five (5) days of sick leave are used, it shall be deducted from the total sick leave, which he/she may accumulate during the first year of service.
5. It shall be the responsibility of each teacher to transfer any unused sick leave from a previous Ohio employer to the office of the Treasurer of the Pleasant Local Board of Education. Maximum accepted sick leave during the term of this agreement will be the amount set forth in Section A (1) of this provision for the school year in which the sick leave is transferred.
6. Personnel shall notify their building principal at the earliest possible moment when it is necessary to be absent from duty.
7. Sick leave shall be used for:
 - a. Personal illness, pregnancy, injury, exposure to a contagious disease by the employee.
 - b. Death or illness or hospital visitation regarding anyone in the immediate family.

- c. Immediate family is defined as father, mother, wife, husband, child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, or other relatives living in the same household, if approved by the local Superintendent.
- d. When a teacher becomes pregnant she shall notify the Superintendent at least sixty (60) days prior to her expected date of delivery, and thirty (30) days prior to the expected date of commencement of her disability absence, if possible. Such notification shall be in writing and shall be accompanied by a statement from the teacher's doctor (if any) establishing the dates during which the teacher will be unable to perform her assigned duties. The maximum amount of sick leave that can be requested for maternity leave is thirty (30) days, unless the use of additional days before or after the delivery or other termination of the pregnancy is recommended, in writing, by the physician.

8. Notice of accumulative sick leave shall be included in each payroll check.

B. Personal Leaves

All requests for personal leaves shall be full day increments. Said leave shall not be granted the day before or the day after any holiday, vacation period, sick day nor the first or last day of school, or any scheduled in-service day.

The number of teachers taking Personal Leave, on any one (1) school day within each building, shall conform to the following schedule:

Elementary School	(2)
Middle School	(1)
High School	(1)

1. Unrestricted

- a. Three (3) personal leave days shall be approved annually by the local Superintendent. Unrestricted personal leave shall conform to ORC Section 3319.142. Requests shall be made on the Unrestricted Personal Leave Form at least one (1) week in advance of the requested time. Advance notice requirements shall be waived in emergency requests.
- b. With the exception of a declared calamity day, once approval is given for an unrestricted personal leave day, the request shall not be withdrawn.

c. Bargaining unit members who choose not to use their personal leave days during the school year (July 1 – June 30) shall have the following options:

1) a one-time lump sum payment of \$83.50 per un-used personal leave day to be paid in a separate payroll check on the last scheduled pay day in June, or

2) credited to their current sick leave accumulation up to the maximum accumulation permitted under the terms and conditions of the agreement.

2. **Docked Days**

Docked days are considered used whether the school is in session or is closed.

3. **Accumulation**

There shall be no accumulation of personal days, nor will they be granted on a consecutive basis. If a member of the bargaining unit exhausts his/her sick leave, personal days must be used.

C. **Family and Medical Leave Act (FMLA)**

1. Eligible employees may take a combined total of 12 work weeks of unpaid leave during any one-year period for the employee's own illness, the birth and first year care of a child, the adoption or foster parent placement of a child, and for the care of a child, spouse, or parent who has a serious health condition.

A serious health condition is an illness or injury requiring inpatient care in a hospital or continuing treatment by a health care provider.

2. To be eligible for leave, an employee must have been employed for at least a year and worked for at least 1250 hours during the previous twelve months. Based on a 180-day year, a part-time employee would have to work approximately seven hours a day or 35 hours a week to be eligible.

3. An employee may not collect unemployment or other government compensation while on leave.

4. Employees must give at least 30 days notice when taking leave, if possible.

5. Where leave is requested for a serious health condition, the Board may require the employee to substitute any accrued sick leave, personal leave, vacation leave, or medical leave for any part of the 12-week period. The Board may also require a doctor's certificate for leaves involving a serious health condition that affects either the employee or a family member.
6. When leave is requested for any other allowed reason (birth or adoption of a child, for example), the school Board also may require its employees to substitute any accrued paid vacation leave, personal leave, or family leave for any part of the 12-week period.
7. Employees requesting family or medical leave will be returned to their original position or to a position with equivalent pay or benefits.
8. The Board of Education will maintain the employee's group health coverage, to the extent required by law. It will not continue seniority, life insurance, or other benefits. If the employee fails to return from leave, the school district will recover from the employee the health premium paid during the leave period.
9. If the school district employs both spouses, the district may grant them a total of twelve weeks leave each year. That does not apply to personal illness.
10. An employee may take twelve weeks of unpaid leave for a "serious illness of child (son, daughter, step-son, or step-daughter) documentation to the employer is necessary showing that in-patient care in a medical facility or continuing treatment by a health care provider is required.
11. Insurance coverage will continue, not to exceed twelve weeks at prevailing expense to the Board.
12. An employee may use unpaid leave for birth or adoption of a child, thus saving no more than ten sick leave days for future use (refer to FMLA #6).

D. Professional Leave

1. Each bargaining unit member shall be entitled to receive one (1) professional leave day per year (July - June 30). On any given scheduled school day no more than three (3) teachers will be permitted to be out of the district on professional leave. It is the Superintendent's discretion to grant a member of the bargaining unit more than one (1) day of professional leave per year.

2. Requests for attendance at professional meetings or conferences must be made on the Professional Leave Request Form prior to attending the conference. This form should be on file with the Superintendent five (5) days before the regular monthly Board meeting
3. If requested by the Building Principal, a written report of the meeting shall be submitted within one (1) month following the conference. When two (2) or more of the personnel attend the same conference, a single report will suffice. Copies of the report shall be forwarded to the School Board members by the Building Principal and the Principal's copy shall be made available to other members of the faculty.
4. The Board will reimburse reasonable and necessary expenses for transportation, lodging and for registration fees, if presented a receipted bill and if the Superintendent or the Board have given prior approval for the expenditures. All advanced payments forwarded to the participant will be promptly returned to the treasurer should there be a cancellation of the teacher attendance at said meeting or conference.
5. The board will pay for travel and lodging for any conference within the state of Ohio at an amount not to exceed \$100.00 per day.

E. Association Leave

1. The Board shall authorize a pool of up to a total of nine (9) days of leave per year, with pay, for the use of members of the Association who are elected to represent the Association or who are chosen to serve on programs or to represent the Association in any official capacity at meetings, conferences, or conventions attended by representatives of the Association.
2. Such leaves shall be approved upon submission of the Professional or Association Leave Request Form, submitted not less than 96 hours prior to the regular Board meeting, to the local Superintendent and with the prior written approval of the Association President or such other Association officer as the Association President may designate, in writing, to approve Association leave requests. In no event shall more than four (4) Association members have such leaves approved at the same time.

F. Leaves of Absence

1. Teachers desiring an unpaid leave of absence shall submit a letter, requesting said leave, to the Superintendent of Schools, indicating the effective date, reason for leave, and duration of unpaid leave, at least sixty (60) days prior to the effective date. In the event that extenuating circumstances exist, the sixty-day notification shall be waived.

2. Upon return from leave, said person shall be entitled to resume his/her duties as previously employed. Persons returning to duty early or later than the said terms of the approved leave shall have no guarantee of a position. Teachers on a board approved one-year leave of absence shall notify the Superintendent in writing prior to March 25th as to their intentions for the ensuing school year.
3. A teacher, on a board approved one-year leave of absence, who fails to notify the Superintendent in writing prior to March 25th as to his/her intentions, shall have no guarantee of a position for the ensuing school year, unless a bargaining unit position becomes available and the unit member on a board approved (one-year) leave of absence is qualified to teach in the available position.
4. A person requesting leave of absence may request that his/her insurance policies be maintained at his/her own expense. To be maintained, the employee must make payment to the Board Treasurer by the first day of each month that the billing is due.
5. The Board shall grant leave up to a maximum of two (2) years for educational or professional purposes, and shall grant such leave where illness or other disability is the reason for the request, in accordance with Section 3319.13, ORC.
6. Leave of absence shall be considered on an individual basis by the Board.
7. Leave of absence without pay may be requested for maternity or adoption. Upon approval such leaves shall be for the remainder of the semester or school year in which the leave commences.

G. Unpaid Leave / Reduction in Salary

The salary of members of the bargaining unit who are authorized to take unpaid leaves of absence will be reduced in proportion to number of days in the contract year. Salaries for extended service time or supplemental contract duties will be reduced in proportion to the length of the extended service or supplemental contract duties.

H. Assault Leave

1. Any member of the bargaining unit employed by the Pleasant Local Board of Education assaulted while in the course of such teacher's employment or while performing services for the employer/school district at school-sponsored activities (whether or not specifically compensated for such services) and who is temporarily disabled by an injury resulting from such assault, shall remain on the payroll as a regular employee and shall receive all benefits.

- a. To be eligible for assault leave, the employee shall apply for Workers' Compensation. If Workers' Compensation benefits are paid for loss of work, the Board shall pay to such employee the difference between the benefits received from Workers' Compensation and the employee's regular salary. If no Workers' Compensation benefits are paid, the Board shall pay to the employee their per diem rate of compensation and all benefit.
 - b. While on assault leave there will be no deduction of accumulated sick leave, personnel leave or any other leave accrued by a member.
2. Assault leave as provided herein shall not exceed more than thirty (30) work days. If Workers' Compensation benefits are being paid and subsequently terminate, so shall the assault leave. The Board may, upon request of the teacher, extend the assault leave for an additional period or periods as determined by the Board.
3. Should a physical assault occur, a union member may take reasonable and appropriate measures to defend himself/herself according to the following established guidelines:
- a. Use your voice first; verbal instructions should be given before and during any physical intervention.
 - b. Use force only when necessary to resolve the incident; this should be the minimum force required; lasting for the shortest practicable time the purpose should be restraint and reduction of risk.
 - c. Do not strike blows or retaliate against pupils; to do so would exceed your authorization to intervene, and create significant risk of allegation of assault being made.

I. Personnel Absentee Report Form

An employee Personnel Absentee Form shall be placed in the absentee's mail box by the building secretary. A staff member will be required to complete the Personnel Absentee Report in its entirety within two days of their return to work.

J. Jury Duty/Court Leave

Teachers who serve on juries or who are subpoenaed mandating court appearance for non-related personal business matters shall upon written request to the Superintendent be granted leave with pay for each school day that they are required to report for such duty. Teachers who have been notified that they

will be called for jury duty shall notify the Superintendent as soon as reasonably possible. Per diem compensation paid such teachers for jury service on school days (exclusive of transportation, meals, lodging, and overtime compensation) shall be paid to the Board of Education. The leave provided in this provision is in addition to all other leaves provided in this agreement.

K. Staff Meetings

- 1) Teachers will not be expected to remain longer than one (1) hour beyond the normal workday to attend required staff or other meetings with administrative personnel. These meetings shall be limited to fifteen (15) per year.
- 2) Required meetings over and above the fifteen (15) listed in Paragraph 1, which occur beyond the normal work day shall be compensated for hours in attendance at the rate of \$13.50 per hour. This does not include time spent for open house, scheduled parent-teacher conferences, scheduled in-services, LPDC meetings, or meetings convened that relate to any part of the negotiated agreement (i.e., grievance, disciplinary, etc.) or those meetings agreed to by the superintendent, principal, and association president.

VIII. SALARY POLICIES

A. Pay Rate and Date

1. Effective September 1, 2010 members of the bargaining unit shall be paid on the fifth (5th) day and the twentieth (20th) day of each month thereafter at the rate of 1/24 of the contracted annual salary.
2. During the school term if a pay date falls on a holiday or weekend, the payroll will be credited to the member's account on the prior business day.

B. Salary Index

1. The salary index consists of four columns (BA, 5 YR., Masters and Masters +) of figures to the fourth decimal place and years of experience from zero to twenty-one (21).

2. Index:

YEAR	B.A.	150 HRS.	MASTERS	MASTERS +20
0	1.0000	1.0474	1.0950	1.1470
1	1.0380	1.0905	1.1430	1.1995
2	1.0760	1.1335	1.1910	1.2519
3	1.1140	1.1765	1.2390	1.3044
4	1.1520	1.2195	1.2870	1.3569
5	1.1900	1.2625	1.3350	1.4093
6	1.2280	1.3055	1.3830	1.4618
7	1.2660	1.3485	1.4310	1.5143
8	1.3040	1.3915	1.4790	1.5667
9	1.3420	1.4345	1.5270	1.6192
10	1.3800	1.4775	1.5750	1.6717
11	1.4180	1.5205	1.6230	1.7242
12	1.4560	1.5636	1.6710	1.7766
13	1.4940	1.6066	1.7190	1.8291
14	1.5320	1.6496	1.7670	1.8816
15	1.5700	1.6926	1.8150	1.9340
16	1.5700	1.6926	1.8150	1.9340
17	1.5700	1.6926	1.8150	1.9340
18	1.5700	1.6926	1.8150	1.9340
19	1.5700	1.6926	1.8150	1.9340
20	1.5700	1.6926	1.8150	1.9340
21	1.6080	1.7356	1.8630	1.9864

C. Salary Schedule

- The Board will adopt a salary schedule for members of the bargaining unit for the 2012-2013 school year effective July 1, 2012. That schedule will reflect a base salary (BA-O) of \$31,878; a base salary (BA-O) of \$31,878 July 1, 2013; a base salary (BA-O) of \$31,958 effective July 1, 2014 with all other steps determined in accordance with the index. In computing salaries from the index, the dollar amount will be rounded to the nearest whole dollar.

For the 2012-2013 school year, vertical step movement on the salary schedule shall be suspended. The Board shall pay all members of the bargaining unit a lump sum payment equal to 1.00% of the member's total annual compensation per the salary schedule.

For the 2013-2014 school year, vertical step movement on the salary schedule shall be suspended. The Board shall pay all members of the bargaining unit a lump sum payment equal to 1.00% of the member's total annual compensation per the salary schedule.

Beginning with the 2014-2015 school year, vertical step movement shall resume. The Board shall pay all members of the bargaining unit a lump sum payment equal to .50% of the member's total annual compensation per the salary schedule.

2. The "Five Year" column on the salary schedule shall be 150 semester hours, or equivalent, including a Bachelor's Degree.
3. The "Masters" column on the schedule is for those who have a Masters Degree.
4. The "Masters Plus" column is defined as a Masters Degree plus twenty (20) semester hours, or equivalent. Credit hours over the Masters Degree must be earned in the area in which the teacher is currently certificated or in the field of education (professional course work) or in a planned pattern of education leading to additional certification areas. Accumulation of "plus" credit hours must begin after the awarding of the Masters Degree.

When a teacher completes sufficient additional semester hours of college training to qualify for a higher classification within this Salary Table and files a transcript of college credits or other valid proof of such completed semester hours to the County Office and local treasurer, on or before the 15th of September of the first (1st) semester or January 20th of the second (2nd) semester, said teacher shall then qualify for the higher classification beginning with the first day of either the first or second semester.

Procedures for such movement are:

- a. Notification of probable movement to the local Superintendent by at least 60 days prior to completion; and
 - b. Completion of Request for Salary Advancement Form.
5. An agreement between the parties to place the School Psychologist hired on August 3, 2006 at Step 10 of the negotiated salary schedule beginning with the 2010-2011 school year included compensation for (20) days of extended service for which she is required to perform on a yearly basis (185 days + 20 extended service days = 205 day contract). This agreement shall remain in effect and the School Psychologist will continue to accrue steps and afforded pay increases in accordance with the terms and conditions of each successor Negotiated Agreement between the Board and Association.

2012-2013 School Year

Step	B.A.	B.A. 150	Masters	M+20
0	31,878	33,389	34,906	36,564
1	33,089	34,763	36,437	38,238
2	34,301	36,134	37,967	39,908
3	35,512	37,504	39,497	41,582
4	36,723	38,875	41,027	43,255
5	37,935	40,246	42,557	44,926
6	39,146	41,617	44,087	46,599
7	40,358	42,987	45,617	48,273
8	41,569	44,358	47,148	49,943
9	42,780	45,729	48,678	51,617
10	43,992	47,100	50,208	53,290
11	45,203	48,470	51,738	54,964
12	46,414	49,844	53,268	56,634
13	47,626	51,215	54,798	58,308
14	48,837	52,586	56,328	59,982
15	50,048	53,957	57,859	61,652
16	50,048	53,957	57,859	61,652
17	50,048	53,957	57,859	61,652
18	50,048	53,957	57,859	61,652
19	50,048	53,957	57,859	61,652
20	50,048	53,957	57,859	61,652
21	51,260	55,327	59,389	63,322

2013-2014 School Year

Step	B.A.	B.A. 150	Masters	M+20
0	31,878	33,389	34,906	36,564
1	33,089	34,763	36,437	38,238
2	34,301	36,134	37,967	39,908
3	35,512	37,504	39,497	41,582
4	36,723	38,875	41,027	43,255
5	37,935	40,246	42,557	44,926
6	39,146	41,617	44,087	46,599
7	40,358	42,987	45,617	48,273
8	41,569	44,358	47,148	49,943
9	42,780	45,729	48,678	51,617
10	43,992	47,100	50,208	53,290
11	45,203	48,470	51,738	54,964
12	46,414	49,844	53,268	56,634
13	47,626	51,215	54,798	58,308
14	48,837	52,586	56,328	59,982
15	50,048	53,957	57,859	61,652
16	50,048	53,957	57,859	61,652
17	50,048	53,957	57,859	61,652
18	50,048	53,957	57,859	61,652
19	50,048	53,957	57,859	61,652
20	50,048	53,957	57,859	61,652
21	51,260	55,327	59,389	63,322

2014-2015 School year

Step	B.A.	B.A. 150	Masters	M+20
0	31,958	33,472	34,994	36,655
1	33,172	34,850	36,528	38,333
2	34,386	36,224	38,062	40,008
3	35,601	37,598	39,596	41,686
4	36,815	38,972	41,130	43,363
5	38,030	40,347	42,664	45,038
6	39,244	41,721	44,197	46,716
7	40,458	43,095	45,731	48,394
8	41,673	44,469	47,265	50,068
9	42,887	45,843	48,799	51,746
10	44,102	47,217	50,333	53,424
11	45,316	48,592	51,867	55,101
12	46,530	49,969	53,401	56,776
13	47,745	51,343	54,935	58,454
14	48,959	52,717	56,469	60,132
15	50,174	54,092	58,003	61,806
16	50,174	54,092	58,003	61,806
17	50,174	54,092	58,003	61,806
18	50,174	54,092	58,003	61,806
19	50,174	54,092	58,003	61,806
20	50,174	54,092	58,003	61,806
21	51,388	55,466	59,537	63,481

D. Insurance

1. Stark County Schools Council

- a. The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications .
- b. Medical insurance (Hospital, Surgical, Major Medical) shall have a sixteen (16) percent maximum monthly contribution from each employee for medical insurance coverage (both family and single coverage).
 1. In order to be eligible for insurance, an employee must be contracted to work a minimum of 30 hours per week.
 2. As a stipulated requirement for membership in the Stark County Council of Governments, the Pleasant Local School District is prohibited from offering its employees a cash incentive in lieu of insurance benefits.
 3. Section 125-Tax Shelter: Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.
 4. In the event the Board receives a medical, dental, vision, and/or prescription "premium holiday(s)" from their insurance carrier or provider the member shall also receive a "premium holiday(s)" in an amount equal to their contribution.

2. Preferred Provider - Doctors/Hospitals

- a. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
- b. The selection of the PPO(s), the types of benefits/programs, or any changes herein (Article VIII; D), shall be mutually determined by

the representative of the COG and the Stark county OEA office representative.

3. Preferred Provider - Prescription Drugs

- a. The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:
- b. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
- c. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
- d. The deductible will be waived.
- e. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
- f. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
- g. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

4. Well Baby Care: \$1,000

5. Diabetic Management Program: Will be part of all PPO programs

6. Early Retirement Incentive (if applicable)

Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays 100% of the Board cost one (1) month in advance.

7. Specifications - PPO:

- a. Maximum Benefits: Unlimited
- b. Deductible: \$100/ individual \$200/family
- c. Accumulation Period: Calendar Year

8. Co-Insurance Provision

- a. In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.
- b. Out-of-System. 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members

9. Preventative

- a. Routine Pap test, mammogram, and prostate cancer test once per year shall be covered expense (unless found by a physician to be necessary more often). Routine colonoscopy: shall be covered under the terms contained in the benefit booklet.
- b. Dependent Coverage - Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

10. Pre-Admission Certification

- a. Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.
- b. The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

11. Life Insurance

- a. The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$20,000 for each teacher.
- b. Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age

65. The specific terms of the policy are contained in the life insurance contract.

12. Dental Insurance

- a. The Board shall provide dental coverage and pay a maximum of \$8.00 for single and a maximum of \$20.00 per month family.
- b. Plan description (summary only):
 - 1. Maximum benefits/covered person: Class I, II or III - \$2,500/person per year.
 - 2. Deductible: Ind. \$25 per year
 - 3. Deductible: Family \$75.00
- c. Co-insurance amounts
 - 1. Class I - 100% of Usual & Customary (no deductible)
 - 2. Class II - Basic 80% of Usual & Customary
 - 3. Class IV - Orthodontia 60% of Usual & Customary

13. Orthodontia Lifetime Maximum: \$1200/per individual

14. Vision

- a. The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision Insurance equal to or exceeding the specifications below. The Board shall pay a maximum of \$2.00 per month single and a maximum of \$5.00 per month family.
- b. Specifications
 - 1. Eye examinations - One regular eye examination in each twelve (12) consecutive month period by an ophthalmologist, optician or optometrist is provided for each person covered under the program. The maximum payment is \$40 per exam.
 - 2. Lenses - One pair in each twelve (12) consecutive month period is covered. Payment is made for the actual charge for one or two lenses or contact lenses, but not more than:

	<u>Per Lens</u>	<u>Per Pair</u>
Single Vision	\$ 20	\$ 40
Bifocals	\$ 30	\$ 60
Trifocals	\$ 40	\$ 80

Lenticular	\$100	\$200
Contact lenses (cosmetic)	\$ 35	\$ 70
Contact lenses (medically necessary)	\$200	\$400

3. **NOTE:** The amount for a single lens is fifty percent (50%) of the amount for a pair of lenses. The plan will pay the actual charge for the services and supplies up to the maximum, the difference will be added to the maximum amount applicable to any other service or supply for which a charge is incurred within sixty (60) days.
4. The allowance for medically necessary contact lenses will be paid only if:
 - a. The lenses are necessary following cataract surgery;
 - b. Visual acuity cannot be corrected to 20/70 in either eye with other lenses, but can be corrected to at least 20/70 in eye with contact lenses;
 - c. The lenses are necessary for the treatment of anisometropia or keratoconus.
 - d. Frames: One set of frames is covered every twenty-four (24) consecutive month period, provided the frames are used with lenses prescribed after an eye examination. Frame allowance: \$30.00. When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.

c. Limitations and Exclusions:

Services for which vision care coverage does NOT provide benefits include:

1. Sunglasses, whether or not requiring a prescription
2. Drugs or medications
3. Employer-furnished services or supplies or those covered under Workers' Compensation laws, occupational disease laws or similar legislation.
4. Services and supplies rendered or furnished as a result of loss, theft or breakage of lenses, contact lenses or frames for which benefits were paid under the Group Contract and Certificate.

5. Orthoptics or vision training
6. Aniseikonic lenses
7. Coated lenses
8. Vision care does not provide full benefits for cosmetic vision needs. This distinction applies particularly to frames and contact lenses.
9. Should an individual select contact lenses instead of conventional lenses, when the latter is all that is needed, the program will pay the amount equal to the single lens plus the frame toward the cost of the contacts.

E. Wellness Program

1. The Pleasant Local School District Board of Education will pay 50% of the cost of an individual adult membership to the Marion, Ohio, YMCA, or any other health fitness facility, less any applicable discount for corporate membership. The maximum allowable cost will be \$80.00 per family per year. The membership will be only for the employee, although the YMCA or other fitness facility may offer additional advantages to the employee. The member may not select cash in lieu of membership payment.
2. The enrollment period will be September 1 until September 20.

F. Mileage

Any member of the professional staff at Pleasant Local School District who uses his/her personal automobile in carrying out assigned duties, attending professional meetings for which attendance has been approved, or running other errands necessary for the overall school operation, shall be reimbursed based on the IRS standard mileage reimbursement rate established in January of each year.

G. Tax Sheltered Annuities & Other Voluntary Withholdings

1. Employees may sign up for tax-sheltered annuities including Ohio Public Employees Deferred Compensation, Ohio College Advantage, and 403(b) retirement accounts according to the terms of the Pleasant Local School District Section 403 (b) Plan approved by the Board of Education (Resolution 09-121 dated November 24, 2008). Employees may also sign up for other voluntary withholdings including, but not limited to, supplemental insurances. Voluntary withholdings shall be limited to no more than three (3) companies per employee. Introduction of a new

company may cause up to a thirty-day window for enrollment in the new company. New companies shall be permitted to be introduced between August 15 and September 15.

2. Deductions will be made by the Treasurer of the Board from each pay regular period.
3. A tax-sheltered annuity or other voluntary withholding program must have a minimum of five employees with signed agreements prior to request for approval of payroll deduction.
4. Meeting with participants must be done off campus or during non-school hours. Companies approved by the Board may register with the Board and make arrangements with building principals to come on campus during school. Otherwise, companies may meet with members after school hours.

H. Direct Deposit

1. All members shall have their paycheck direct deposited.
2. A member may choose only one (1) account into which their check will be deposited.
3. All members shall receive their payroll deposit notices via home or school email. Email address changes shall be acknowledged per written request from the member to the Board Treasurer.

I. Credit Union

Upon written permission from a member of the bargaining unit, the Treasurer may deduct an amount determined by the member of the bargaining unit from said person's gross pay and forward said amount to the Marion Community Credit Union. The deducted amount shall be forwarded within one week of the deduction.

J. Severance Pay

1. A certificated employee who elects to retire from active service is to be paid for one-quarter (1/4) of his/her accrued but unused sick leave credit. The maximum accrued but unused sick leave to be used for this payment will be 166 days (41.5 severance days).
2. Payment shall be based upon the employee's salary at the time of retirement.

3. Payment for sick leave on this basis shall be paid only once per employee and it shall be considered to eliminate all sick leave credit accumulated by the employee at that time.
4. Payment shall be based upon the employee's salary at the time of retirement and will be made on the second pay in the month following the month in which the employee retires. The employee must notify the Treasurer in writing of their effective retirement date and if the employee intends to defer his/her severance payment into a tax deferral instrument such as a 403(b) or 457 plan.
5. "Retirement" is to mean "as defined under STRS".
6. Any employee who has previously retired from a public retirement system in the state of Ohio is not eligible for severance payment from the Pleasant Local School District.

K. STRS Pick-Up

The Board shall assume and pay to the STRS the teachers' contributions required from time to time under 3307.51 of the Revised Code. These contributions, which are "picked-up" by the Board, shall be paid by the Board in lieu of contributions of the teachers. No teacher shall have the right to receive the contributed amounts individually instead of having them paid by the Board to the STRS. However, each teacher's compensation shall be restated and reduced on the effective date of this provision an amount equal to that contributed amount as may be required from time to time. Further, it is also agreed and understood that the Board shall not assume any tax risk or liability by reason of such pick-up of said contribution.

L. College Tuition Reimbursement

1. The Pleasant Local School District Board of Education shall provide a tuition bank of ten thousand dollars (\$10,000) per school year.
2. Members of the bargaining unit shall become eligible for tuition reimbursement upon:
 - a. Completion of the Tuition Reimbursement Request Form.
 - b. Evidence of course completion with a passing grade. This may be provided by certificate of completion, transcript, or official grade sheet.
 - c. Evidence of payment for course work. This may be provided by a copy of the check and original bill or copy of original receipt of payment. This must show evidence of cost per credit hour.

3. No member may be paid for hours taken at a rate in excess of the actual cost per hour. No member shall receive payment in excess of funds actually spent.
 - a. Travel costs may not be included in costs.
 - b. Lab fees may not be included in costs.
4. Total number of hours submitted by all qualifying staff shall be used to be divided into the bank to determine rate of reimbursements at the end of the fiscal year (June 30).
5. Payment shall be provided to participants on the second payroll in July each year.
6. All qualifying course work must be completed at an institution approved for accreditation by the Ohio Department of Education or an NCATE member school. Qualifying course work is defined as a field of study related to an Individual's Professional Development Plan (IPDP) within the education profession.
7. Once all members have been reimbursed to the maximum amount allowed, any funds remaining shall roll over to the general fund.
8. The college tuition reimbursement fund will be used to pay registration/tuition fees or to reimburse any member who uses a professional development leave day to attend an approved continuing education program that provides participants with CEU's, PDU's or college credit.

M. Incentive Program for Retirement Purposes

Eligibility for Benefits:

1. This affects all certificated employees who have been employed by the Pleasant Local School District for five (5) continuous years. Approved leaves of absence shall count as continuous time employed with the district.
2. The certificated employee must meet all eligibility standards for retirement in accordance with STRS rules.
3. This plan does not apply to:
 - a. An employee who is on disability retirement unless the employee obtains approval for full retirement benefits for STRS.

- b. Those employees whose contracts are terminated or non-renewed by the Board of Education.
- c. Those employees who are non-renewed or have contracts suspended due to reduction-in-force as permitted in the Master Contract.
- d. An employee who has previously retired from a public retirement system in the state of Ohio.

Procedures for Acquiring Benefit:

- 1. The employee must notify the Superintendent and/or Treasurer of the proposed retirement 60 days before actual retirement is to occur. The notification must be in the form of a letter of resignation for retirement purposes.
- 2. Neither the certificated employee nor the Board may withdraw or withhold approval of the resignation once submitted and/or presented to the Board.

Benefit:

- 1. During the term of this Contract, in addition to severance benefits and STRS pension benefits, the employee shall be eligible for a one time Retirement Incentive of \$3,000 per \$10,000 of salary provided that the employee:
 - a) Retires at the first instance he/she meets one of the following three (3) criteria and becomes eligible for retirement benefits under the guidelines established by STRS. If during the term of this agreement new STRS criteria, policy, or guidelines for retirement eligibility are enacted; the newly legislatively enacted requirements will prevail over existing criteria.
 - 1. Any age with 30 or more years of service credit, or
 - 2. Age 55 or older with 25 years of service credit, or
 - 3. Age 60 or older with 5 years of service credit
 - b) It shall be the responsibility of the teacher to notify the treasurer in writing prior to May 1st in the last year of employment prior to retirement that he/she is eligible to retire under the guidelines as established by STRS, and provides proof thereof. Please note: The years of service an employee may wish to purchase do accrue towards his/her eligibility for retirement.

- c) The retirement incentive bonus payment will be made on the first pay in January subsequent to the calendar year in which they elect to retire.

N. Performance Stipend

Based on state generated District and Building Local Report Card data the Board of Education shall award the following performance stipend:

Should the district achieve an “excellent rating” on their District Report Card each member of the bargaining unit will receive a one time payment of Five Hundred (\$500.00) Dollars each year. Should the district not achieve an “excellent rating” then a district building achieving an “effective rating” or higher, will entitle each bargaining unit member assigned to that building to receive a Two Hundred Fifty (\$250.00) Dollar performance stipend.

Performance stipends are a one time across the board (not indexed) lump sum payment; payable no later than the second payroll following the official release of the Local Report Card by the Ohio Department of Education.

Any staff member assigned to two or more district buildings will have their performance stipend pro-rated.

O. Supplemental Contracts

- 1. The percentages for these positions shall be figured on the following base salaries:

- *30,886 for the 2012-2013 school year

- *30,886 for the 2013-2014 school year

- *30,963 for the 2014-2015 school year

- 2. The Board of Education may not fill all of the positions as listed. It has full discretion in determining whether any, some, or all of those positions are necessary so far as issuing supplemental duty contracts.

- 3. a. The adoption of this schedule does not preclude the creation of new positions, determination of duties for those positions and for assignment of salaries to those positions at any time.

- b. New supplemental positions and the salary for those positions shall automatically become part of this contract.

- 4. When possible, supplemental contracts will be awarded prior to the start of the school year. All remaining open positions may be filled without posting after the first teacher in-service day.

5.
 - a. Services by members of the bargaining unit extending before or after such member's regular duty day and not part of the member's regular teaching duties shall be deemed supplemental duties and shall be set forth in a limited contract of one year, or more.
 - b. One-half the contracted amount shall be paid midway through the contract. Upon completion of said duties, (i.e., final performance, completion of inventory, completion of paperwork) as approved by the athletic director or building principal, whichever is applicable, the contract will be paid in full.
6. Teachers may be reemployed for supplemental duties prior to the Board action on teaching contracts. However, such reemployment is contingent on Board approval of the regular teaching contract.
7. Resignation from a coaching supplemental contract may not be accepted unless the resignation is from all teaching duties during the first two (2) years of a teacher's employment in the Pleasant School District.
8. All positions shall be posted for staff with percentages.
9. The Board of Education may fill a supplemental position from outside of the bargaining unit. In such situations the Board may pay less than, but not more than, the salary percentages as listed in the Supplemental Salary Schedule.
10. The Board shall post vacancy lists between April 30 and June 1 of all non-filled supplemental positions. The postings shall be in each building. Teachers shall have ten (10) days to apply for a vacancy from date of posting. Applications shall be written and delivered to the Superintendent.
11. Applicants for supplemental positions who have expressed intent and who are qualified, shall be considered for vacancies.
12. Evaluations
 - a. Head coaches shall be evaluated with the adopted instrument by the principal, athletic director and by self-evaluation.
 - b. Each assistant coach will be evaluated using the adopted form by the head coach of the sport and by the athletic director.
 - c. Non-athletic activities shall be evaluated by the principal, Superintendent and by self-evaluation using the adopted instrument.

13. Supplemental Contracts, which are granted as part of a job description, may not be resigned without permission of the Board.
14. All Supplemental Contracts as listed under this section automatically expire (non-renew) at the end of the school year (June 30) without Board action or further notification from the Board.

**2012-2015 Extracurricular - ATHLETIC
SUPPLEMENTAL CONTRACTS**

POSITION:	PERCENT	POSITION	PERCENT
FOOTBALL: (BOYS)		SOFTBALL: (GIRLS)	
Head Coach HS	20%	Head Coach	12%
Asst. #1	10%	Asst. Coach	07%
Asst. #2	10%	Summer	03%
Asst. #3 Frosh	09%		
Asst. #4 Frosh	09%	CROSS COUNTRY:	
		Head Coach	08%
JHS FOOTBALL:		SOCCER:	
Grade 8th	08%	Head Coach	08%
Grade 7t	08%	Asst. HS Coach	03%
JH Assistant	05%		
BASKETBALL: (BOYS)		VOLLEYBALL:	
Head Coach HS	20%	Head Coach	12%
Reserve	10%	Asst. Coach HS	08%
Freshman	09%	Freshman Coach	07%
JHS 8th	08%	JHS Coach 8th	07%
JHS 7th	08%	JHS Coach 7th	07%
		TENNIS: (BOYS)	08%
BASKETBALL: (GIRLS)		TENNIS: (GIRLS)	08%
Head Coach	20%		
Reserve	10%	GOLF:	
Freshman	09%	Head Coach	07%
JHS 8th	08%		
JHS 7th	08%	EXTRA CURRICULAR	
		Supervisor, High School	05%
WRESTLING:		RECREATIONAL COORD.	
Head Coach	15%	Football	03%
Asst. Coach	08%	Boys Basketball	03%
JHS Coach	08%	Girls Basketball	03%
		Girls Volleyball	03%
TRACK: (BOYS)		CHEERLEADING COACHES	
Head Coach H.S.	12%	High School	07%
Asst. H.S.	07%	Reserve	04%
JHS Coach	07%	Freshman	03%
		Jr. High	05%
TRACK: (GIRLS)		BASEBALL: (BOYS)	
Head Coach H.S.	12%	Head Coach H.S.	12%
Asst. H.S.	07%	J.V.	07%
JHS Coach	07%	Summer	04%
SWIM COACH	08%	BOWLING:	
		Head Coach	7%

**2012-2015 Extracurricular - ACTIVITY
SUPPLEMENTAL CONTRACTS**

POSITION:	PERCENT
HIGH SCHOOL DRAMATICS:	
H.S. Drama Club Plus Fall Play	02%
(1 Act)	
Mock Trail	02%
Musical Major Production	
Director/Producer	10%
Assistant/Music Director	06%
Assistant Director Choreographer	05%
Accompanist	03%
Instrumental Director	04%
Art/Set Director	03%
Other Music	
Pep Band	04%
Flag Girl/Majorette	04%
Vocal Music (Show Choir)	06%
NEWSPAPER ADVISOR/ LITERARY MAGAZINE:	03%
NATIONAL HONOR SOCIETY	04%
YEARBOOK ADVISOR:	09%
MIDDLE SCHOOL YEARBOOK	02%
JR. CLASS/PROM ADVISOR:	04%
HIGH SCHOOL STUDENT COUNCIL:	02%
FCLAA ADVISOR: (1)	02%
LPDC	\$250.00 per member per year (not indexed)
NATIONAL BOARD CERTIFIED TEACHERS	\$500.00 stipend per year (not indexed)

P. Extended Time Contracts

"Extended Time Limited Contracts" are defined as those contracts requiring a certificated member of the bargaining unit to provide instruction or services that are prior to or subsequent to the contracted school year.

When it has been cooperatively determined, between the Administration and affected certificated staff members and their representative, that extended time is necessary to provide instruction and/or services that extends the time allotment within the regular school year, that, upon approval by the Board, said teachers shall be paid their per diem rate.

The determination by the Board to fill an extended time vacancy or the determination by the Board to create a new extended time vacancy shall cause the position to be posted.

Positions posted for extended time shall be awarded to the incumbent bargaining unit member, provided such individual has applied for the position in a timely manner and has not been reassigned to and/or requested an alternative teaching assignment for the upcoming school year, which does not have extended time associated with such position. Extended time shall not be granted to any bargaining unit member who is not in a position requiring such extended time.

Extended Time Limited Contracts granted under this section automatically expire (non renew) at the end of the school year (June 30) without Board action or further notification from the Board Treasurer.

Extended Time

Band Director	25 days
Guidance, High School	20 days
Guidance, Middle School	5 days
Guidance, Grades K-5	5 days
Librarian, High School	10 days
Vocal Instructor	15 days
School Psychologist	20 days
Homemaking and Consumer Education Program	10 days

IX. CONTRACT POLICIES

A. Labor Management Committee

A Labor Management Committee shall be established and trained by the Federal Mediation and Conciliation Service.

The parties agree that the purpose of the Labor/Management Committee (LMC) is to confer on matters dealing with the overall operation of the school as it pertains to the Association, and to discuss concerns/problems encountered in the workplace.

The LMC shall meet monthly upon request by either party. Arrangements for the meeting and an agenda shall be agreed upon before the meeting takes place.

Representatives to the LMC shall be two (2) from the Association and two (2) from the Board. Members shall be appointed by the Association President and Superintendent/designee respectively.

B. Severability

1. To the extent that any provision of the Board Policy Manual, the Teacher's Handbook, or other regulation or procedure conflicts with a provision of this agreement, the provision of the agreement shall have precedence.
2. Any item not covered in this agreement may be covered by existing Board policy or Administrative regulation; provided that such policies and regulations shall not conflict with the provisions of this agreement.
3. The President of the Association and the Superintendent may meet privately during the term of this agreement for the purpose of discussing the amendment of this agreement. In the event this discussion produces a mutual accord that a specific amendment is desirable, such proposal for amendment will be referred to a Joint Negotiating Committee and, if the amendment is mutually agreed upon by the Joint Committee, it will be submitted for ratification by the Board and the Association Executive Committee. A copy of the amendment will be given to each member of the Board, each administrator, and each member of the bargaining unit.
4. If clarification of any part of this agreement is desired, the Superintendent and the President of the Association, with concurrence by the Association Executive Committee, may enter into a Memorandum of Understanding which clarifies the meaning or intent of the part in question. Copies of the Memorandum will be sent to all parties mentioned in paragraph 3 above.

C. No Strike Clause and No Lock-Out Clause

1. The Association and its members agree that they will not cause, not sponsor, or take part in any strike or work stoppage against the Pleasant Local School District except as may be authorized in Chapter 4117 of the Ohio Revised Code.
2. Board agrees to no lock-outs.

D. Duration

This contract shall be in effect from 0001 hours, July 1, 2012 until 2400 hours June 30, 2015.

In witness whereof the parties hereto have caused this agreement to be signed by their respective Presidents, attested to by their respected officers and Chief Negotiators, in accordance with Section II.J. of this Agreement.



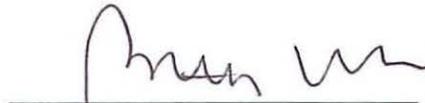
President P.A.T. Pleasant Schools



President, Pleasant Bd. of Education



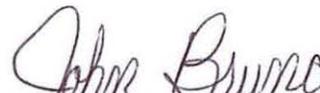
Vice-President, P.A.T.



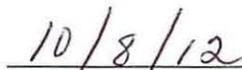
Treasurer, Board of Education



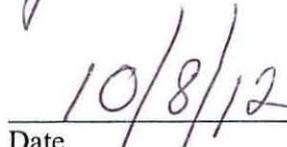
Chief Negotiator, P.A.T.



Chief Negotiator, Board of Education



Date



Date

Appendix A

STARK COUNTY SCHOOLS COUNCIL OF GOVERNMENT



HEALTH CARE CONSORTIUM SCHEDULE OF BENEFITS



MEDICAL MUTUAL OF OHIO[®]
AND ITS FAMILY OF COMPANIES

MEDICAL BENEFITS	SUPERMED PLUS PROVIDER	NON-NETWORK PROVIDERS	MEDICAL BENEFITS	SUPERMED PLUS PROVIDER	NON-NETWORK PROVIDERS
PLAN PROVISIONS			PRESCRIPTION DRUG PROGRAM (see benefit booklet)	Patent pays 20% Mandatory maintenance mail order Mandatory generic	
Lifetime Maximum	Unlimited	Unlimited	PREVENTIVE CARE		
Annual Deductible	\$100/person* \$200/family	\$200/person** \$400/family	Eligible preventive services have been determined by recommendations and comprehensive guidelines of governmental scientific committees and organizations. For further details, refer to your benefit book or Summary Benefit Plan (SPD), or call your plan at the phone number shown on your ID card.		
Out-of-Pocket Maximum (Excluding Deductible)	\$500/person \$1,000/family	\$1,000/person \$2,000/family	Routine Physical Exam (one per calendar year)	100%	80% UCR**
CARE-IN-HOSPITAL			Prostate Screening (one per calendar year)	100%	80% UCR**
Semi-Private Room	90%*	80% UCR**	Adult Immunization	100%	80% UCR**
Surgery	90%*	80% UCR**	Routine GYN Exam (one per calendar year)	100%	80% UCR**
Anesthesia	90%*	80% UCR**	Routine Mammography (one per calendar year)	100%	80% UCR**
In-hospital (medical)	90%*	80% UCR**	Pap Test (one per calendar year)	100%	80% UCR**
X-Ray and Radioactive Therapy	90%*	80% UCR**	Well Child Care (including immunizations- up to 21 years of age)	100%	80% UCR**
Respiratory Therapy	90%*	80% UCR**	Colon Cancer Screening (beginning at 50 years of age)	100%	80% UCR**
Acute Kidney Dialysis	90%*	80% UCR**	PHYSICIAN'S OFFICE		
Diagnostic Lab/X-Ray	90%*	80% UCR*	Allergy Testing/Injections	90%*	80% UCR**
Emergency Care of accident/acute life threatening illness (Emergency Room Facility)	90%*	90% UCR*	Visits for illness	90%*	80% UCR**
Non-Emergency Care (Emergency Room Facility)	90%*	80% UCR**	Emergency Care	90%*	80% UCR**
Surgical Assistance	90%*	80% UCR**	Minor Surgery	90%*	80% UCR**
Pre-Admission Testing	90%*	80% UCR**	Diagnostic Testing	90%*	80% UCR**
AS AN OUTPATIENT			Speech/Occupational Therapy (illness/injury related)	90%*	80% UCR**
Lab/X-Ray/Diagnostic Services	90%*	80% UCR**	Physician/Rehabilitative Therapy (illness/injury related)	90%*	80% UCR**
Same Day Surgery	90%*	80% UCR**	Respiratory Therapy	90%*	80% UCR**
Speech/Occupational Therapy (illness/injury related)	90%*	80% UCR**	MATERNITY CARE	90%*	80% UCR**
Physical/Rehabilitative Therapy (illness/injury related)	90%*	80% UCR**	MENTAL HEALTH/ALCOHOL/SUBSTANCE ABUSE		
Respiratory Therapy	90%*	80% UCR**	Inpatient Care	90%*	80% UCR**
OTHER SERVICES			Based on corresponding medical benefits		
Home Health Care (Plan Approval Required)	90%*	80% UCR**	Outpatient Care	90%*	80% UCR**
Hospice Care (Plan Approval Required)	90%*	80% UCR**	Based on corresponding medical benefits		
Skilled Nursing (Plan Approval Required)	90%*	80% UCR**	AFFILIATES		
Voluntary Sterilization	90%*	80% UCR**	Chiropractors	90%*	80% UCR**
Durable Medical	90%*	80% UCR**	Podiatrists	90%*	80% UCR**
Ambulance	80%* (after SuperMed Plus deductible)		PRE-CERTIFICATION IS REQUIRED FOR ALL INPATIENT ADMISSIONS.		
Allergy Extracts	80%* (after SuperMed Plus deductible)		* An annual deductible of \$100 per person/\$200 per family is applied first before any plan benefits are paid to SuperMed Plus [®] Providers. Coinsurance is subject to an annual maximum of \$500 per person/\$1,000 per family. Once you have met this maximum, the Plan begins to pay covered medical expenses at 100% except for penalties which are not included in the 100% reimbursement provision.		
			** An annual deductible of \$200 per person/\$400 per family is applied first before any benefits are paid to Non-SuperMed Plus [®] Providers. Benefit payments for Non-SuperMed Plus [®] Provider services are based on Usual, Customary, and Reasonable criteria. Coinsurance is subject to an annual maximum of \$1,000 per person/\$2,000 per family. Once you have met this maximum, the plan begins to pay covered medical expenses at 100% UCR, except for penalties which are not included in the 100% reimbursement provision.		
			The age limit for an eligible dependent child is the end of month which the child attains age 26 or age 28 providing the child has applied and met all eligibility requirements. Dental and Vision plans have different dependent eligibility requirements. See Dental and Vision plan summaries for details.		

**MISCELLANEOUS
ITEMS**

PLEASANT LOCAL SCHOOL DISTRICT'S TEACHER DRESS CODE

Dress should reflect a professionalism, which enhances the learning climate of the building. It is important that your dress sets a tone and helps to establish yourself as a role model for our students. Thus, overly casual dress will be prohibited. For this reason the following guidelines, although not intended to be too restrictive, yet general enough to allow selection, will be followed.

Male Certificated

Dress shirt with tie (sport coat optional)
Dress slacks ("Docker" – type slacks permissible)
Dress shoes (May be casual in nature)

No golf shirts nor t-shirts
No jeans
No wind suits
No shorts
No athletic shoes

Female Certificated

Pants outfits
Dresses
Slacks and top combinations in good taste

No golf shirts nor t-shirts
No jeans
No wind suits
No shorts
No athletic shoes

General

1. Some teaching positions may dictate the style of dress. For example, physical education teachers are permitted to wear clothing conducive to the teaching of physical activity. Check with your building principal for exceptions/allowances.
2. Dress down day would be on certain designated days. The dress code for dress down day would be dress slacks with either a dress shirt or blouse or a golf shirt with a collar.

PLEASANT LOCAL SCHOOLS

PERSONNEL EVALUATION

Teacher _____ School _____

Grade/Subject _____ School Year _____

TEACHER EVALUATION

The purpose of staff evaluation is to promote improved performance, professional growth, and professional integrity through constructive and cooperative facilitation between the staff member and the supervisor.

The goal of this process is to promote a mutual understanding between administrators and teachers that the students of the Pleasant Local School must be their top priority.

Evaluation procedures shall follow OHIO REVISED CODE 3319.111 unless specifically limited or superseded by the negotiated agreement.

RECORD of OBSERVATION

Observation 1: _____ Time: From _____ To _____

Observation 2: _____ Time: From _____ To _____

Other Observation (s) (Date and Time):

Personnel evaluation completed on: _____ (Date)

Total years of experience, including this year: _____ Years in Pleasant: _____

Years of experience under my supervision, including this year: _____

PART I

CLASSROOM MANAGEMENT	YES	NO	N/A	COMMENTS
1. Promotes positive study skills and work habits.				
2. Makes clear, concise, and relevant assignments.				
3. Practices positive reinforcement techniques both in the areas of curriculum and discipline.				
4. Demonstrates knowledge of subject matter.				
5. Utilizes a variety of materials and learning activities.				
6. Utilizes a variety of instructional and intervention techniques.				
7. Employs proper safety procedures.				
8. Encourages student participation.				
9. Has rapport with students.				
10. Speaks audibly, clearly and distinctly.				
11. Uses classroom time efficiently and effectively.				
12. Maintains classroom supervision according to established school policies.				
13. Deals with disruptive behavior firmly and fairly in and out of the classroom.				
14. Presents materials appropriate to the needs and abilities of the students.				
15. Uses a variety of materials and techniques to measure student achievement.				

PART II

PROFESSIONAL PERFORMANCE	YES	NO	N/A	COMMENTS
1. Is punctual for work-related activities and assigned duties.				
2. Prepares lesson plans following the Course of Study.				
3. Attends required meetings.				
4. Keeps records and reports current and accurate and completes them on time.				
5. Demonstrates flexibility in handling changes in daily routine.				
6. Shares professional expertise.				
7. Conducts school business through proper channels.				
8. Works cooperatively with students, parents, and school personnel.				
9. Complies with school administrative policies.				
10. Uses proper written and oral grammar.				
11. Dresses neatly and appropriately as prescribed by attached negotiated dress code.				

PART III

IMPROVEMENTS NEEDED

SPECIFIC RECOMMENDATIONS FOR IMPROVEMENT

1. _____

1a. _____

2. _____

2a. _____

3. _____

3a. _____

PART IV

(To be completed by teacher)

1. Acknowledgements (Examples: commendations, professional growth and in-service, committees and activities):

2. Teacher's comments:

PART V

(To be completed by evaluator)

The teacher's signature does not necessarily indicate agreement, but simply that he/she has read the report and has had the opportunity to review and contribute to his/her evaluation.

Evaluator's Recommendation of Teacher: (Answer applicable questions) Yes No

1. Is reappointment for the following year recommended? _____
2. Is reassignment to your building recommended? _____
3. Is appointment to tenure recommended, if teacher is eligible? _____

Teacher's Signature _____ Date _____

Evaluator's Signature _____ Date _____

**Professional/Association Meeting Request
Pleasant Local School District**

Name: _____ Date: _____

Building: _____ Subject/Grade Level _____

Name of Seminar :(please attach copy of flyer) _____

Sponsor of Meeting: _____ Member ____yes ____no

Place Where Meeting is to be Held: _____

City and/or State: _____

Date(s) of Meeting: _____

Purpose of Meeting: _____

Reason (s) for Requesting Attendance: _____

Will Substitute teacher be needed Yes _____ No _____

Estimated Expenses (approximate dollar amounts):

Registration _____	Lodging _____
Mileage _____	Other _____
Meals _____	Total _____

Are any of the above expenses to be reimbursed? Yes _____ No _____

Are you willing to pay any of the above expenses? Yes _____ No _____

Recommended? Yes _____ No _____
Principal _____ Date _____

Approved? Yes _____ No _____
Superintendent _____ Date _____

Account from Which Expenses are to be Paid: _____

REQUEST FOR SALARY SCALE ADVANCEMENT

(PLEASE FORWARD TO THE SUPERINTENDENT’S OFFICE)

The P.A.T. Master contract states: When a teacher completes sufficient additional semester hours of college training to qualify for a higher classification within this Salary Table, and files a transcript of college or other valid proof of such completed semester hours to the local treasurer, on or before the 15th of September of the first (1st) semester or January 20th of the second (2nd) semester, said teacher shall then qualify for the higher classification beginning with the first day of either the first or second semester.

Name _____ Building Assignment _____

Present Salary: _____ School Year _____

Degree: _____ Years of Experience _____

Requesting Advancement To: _____
Degree: _____ Years of Experience _____

No. of Semester Hours Completed: _____ No. of Quarter Hours Completed: _____

Please request the respective university to forward an official transcript to the Pleasant Local School District, 1107 Owens Road W., Marion, OH 43302, Attention - Superintendent of Schools.

PLEASE NOTE: An official transcript is one that is forwarded directly by the university to the Pleasant Local School District.

(To be completed by the Superintendent)

Transcripts received: Yes _____ No _____

_____ Recommended for advancement on the salary schedule

From: Degree _____ Years of Experience _____ Salary _____

To: Degree _____ Years of Experience _____ Salary _____

_____ Request denied

Superintendent

(To be completed by the Treasurer’s Office)

Official Board action was taken at the _____ Board Meeting. Advancement on the salary schedule will be effective _____.

Treasurer

cc: Personnel File

PERSONNEL ABSENTEE REPORT PLEASANT LOCAL SCHOOL DISTRICT

SUBSTITUTE

NAME OF SUBSTITUTE	SOCIAL SECURITY NUMBER
DATES EMPLOYED	BLDG./SUBJECT
TOTAL NUMBER OF DAYS/HOURS EMPLOYED	SIGNATURE OF SUBSTITUTE

ABSENTEE REPORT

NAME OF REGULAR EMPLOYEE	NO. OF DAYS ABSENT	EMPLOYEE NUMBER
DATE OF ABSENCE	CERTIFICATED BUILDING	CLASSIFIED BUILDING

REASON(S) FOR ABSENCE: **(EXCEPT FOR PERSONAL LEAVE)**

EMPLOYEE WISHES TO BE CHARGED AS FOLLOWS:

LEAVE WITH PAY

- | | |
|--|---|
| <input type="checkbox"/> Personal Illness (charge to sick leave)
<input type="checkbox"/> Illness in Immediate Family (charge to sick leave)
<input type="checkbox"/> Death in Immediate Family (charge to sick leave)
<input type="checkbox"/> <u>Leave without Pay</u> | <input type="checkbox"/> Jury Duty (please attach notice)
<input type="checkbox"/> Vacation (charge to vacation)
<input type="checkbox"/> Personal Leave (per negotiated Agreement) |
|--|---|

(vacation form attached)

DOCTOR'S NAME, IF APPLICABLE _____

EMPLOYEE'S SIGNATURE	BLDG.	DATE
_____	_____	_____

PRINCIPAL/SUPERVISOR	DATE
_____	_____

This application must be filed with the responsible administrative officer and approved prior to the payment of salary for the days of absence for which leave is requested.

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED
--	---

SUPERINTENDENT SIGNATURE

SUBSTITUTE

NAME OF SUBSTITUTE	SOCIAL SECURITY NUMBER
DATES EMPLOYED	BLDG./SUBJECT
TOTAL NUMBER OF DAYS/HOURS EMPLOYED	SIGNATURE OF SUBSTITUTE

ABSENTEE REPORT

NAME OF REGULAR EMPLOYEE	NO. OF DAYS ABSENT	EMPLOYEE NUMBER
DATE OF ABSENCE	CERTIFICATED BUILDING	CLASSIFIED BUILDING

PLEASANT LOCAL SCHOOLS

COLLEGE TUITION REIMBURSEMENT REQUEST FORM

(TR-201)

NAME: _____ SCHOOL YEAR _____

SS # _____ BUILDING _____ DATE _____

COLLEGE INFORMATION

1. College/University _____

2. Department _____

3. Course Title _____

4. Course Number _____

5. Credit Hours _____ Semester OR _____ Quarter

REIMBURSEMENT INFORMATION

- 1. Evidence of course completion with a passing grade
This may be provided by certificate of completion, transcript, or official grade sheet.
- 2. Evidence of payment for coursework with a copy of the check and original bill or copy of the original receipt of payment showing the cost per credit hour.

Signature of Teacher _____ Date _____

Signature of Superintendent _____

_____ Approved _____ Disapproved

Reason: _____

Treasurer's Office:

Date Received _____ Date Paid: _____

Hours on this request: _____

Total hours for this individual _____

Payment approved: _____ Amount per hour _____

Total payment this request _____

Tuition Authorization Voucher

The Ohio State University at Marion

(This section to be completed by the school district)

Name of School District

Name of School

Name of Employee

Employee's Social Security Number

\$ _____
Tuition Amount Authorized

Quarter

Year

Restrictions imposed by the school district (circle one)

None

See Below

School District Signature and Title

Date

Employee Signature

The tuition amount authorized may be used in payment of up to two-thirds of the Instructional Fees and General Fee at OSU Marion during the quarter indicated. Bring this voucher, your fee statement, and check for the balance to The Ohio State University at Marion Business Office by the deadline shown on the fee statement. Unused portions revert to the school district for use in later quarters until they expire.

(This section to be completed by OSU Marion Business Office)

Number of Credit Hours Enrolled _____

College of Enrollment _____

Tuition Authorization Account #200960-221

Instructional Fee _____

General Fee _____

Non-resident Fee _____

Insurance _____

Total Fees Due _____

OSU Marion Business Office

Less Tuition Authorization Amount _____

Balance Due from Student _____

Date _____

PLEASANT LOCAL SCHOOL DISTRICT

Grievance # _____

GRIEVANCE REPORT FORM

ADDENDUM A

GRIEVANCE REPORT

(Submit to Principal in Triplicate)

Name of Grievant _____ Date Filed _____

Building _____ Assignment _____

STEP I (PRINCIPAL)

A. Date cause of grievance occurred: _____

B. 1. Statement of Grievance: (Concise statement of facts upon which grievance is based, including specific provisions of the Master Agreement allegedly violated, misinterpreted or misapplied: _____

B. 2. Relief Sought: _____

Signature of Grievant _____

Date _____

C. Disposition by Principal: _____

Signature of Principal _____

Date _____

GRIEVANCE REPORT FORM (Continued)

STEP II (SUPERINTENDENT)

A. Position of Grievant: _____

Signature of Grievant _____

Date _____

B. Date Received by Superintendent or Designee: _____

C. Disposition by Superintendent or Designee: _____

Signature of Superintendent or Designee _____

Date _____

STEP III (BOARD)

A. Position of Grievant _____

Signature of Grievant _____

Date _____

Date Received by BOARD: _____

Date Board meets with Grievant: _____

Disposition by Board: _____

GRIEVANCE REPORT FORM (Continued)

STEP IV (ARBITRATION)

B. Position of Grievant (Notification of intent to proceed to arbitration) _____

Signature _____

Date _____

Date Received by Arbitrator: _____