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**AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION OF THE PANDORA-GILBOA SCHOOL DISTRICT**

**and**

**THE PANDORA-GILBOA EDUCATION ASSOCIATION**

**FOR THE PERIOD**

**AUGUST 1, 2012 TO JULY 31, 2015**

## TABLE OF CONTENTS

	<u>SUBJECT</u>	<u>PAGE NO.</u>
<b>ARTICLE I</b>	<b>RECOGNITION</b>	
	A. Preamble	5
	B. Recognition	5-6
	C. Membership in Professional Organizations	6
	D. Term of Recognition	6
	E. Other Provisions	6
<b>ARTICLE II</b>	<b>ASSOCIATION RIGHTS</b>	
	A. Use of School Buildings and Equipment	7
	B. Purchase of School Supplies	7
	C. Dissemination of Information	7
	D. Payroll Deduction	7-8
	E. Personnel Directory	8
	F. School Board	8-9
	G. Association Business During School Hours	9
	H. Association Leave	9
	I. Rights Under the Law	9
	J. No Reprisal Clause	9
	K. Fair Share Fee	9-11
<b>ARTICLE III</b>	<b>NEGOTIATION PROCEDURES</b>	
	A. Commitment to Bargain/Scope of Negotiations	11-12
	B. Access to Information	12
	C. Negotiating Period	12
	D. Directing Requests	12-13
	E. Representation	13
	F. Assistance	13
	G. Study Committees	13
	H. Initial Negotiating Session/ Subsequent Negotiating Session	13-14
	I. Caucus	14
	J. Protocol	14
	K. Progress Reports	14
	L. Agreement	14
	M. Final Agreement	14
	N. Impasse Procedures	15
<b>ARTICLE IV</b>	<b>GRIEVANCE PROCEDURE</b>	

	Definitions	16
	General Provisions	16-18
	Form	Appendix A
<b>ARTICLE V</b>	<b>EMPLOYMENT PRACTICES</b>	
	A. Seniority	19-20
	B. Evaluation	20-23
	C. Fair Treatment and Dismissal	23-25
	D. Reduction in Force	25-26
	E. Rehiring Retired Teachers	26-27
	F. Vacancy Posting	27
	G. Individual Contracts	27-28
<b>ARTICLE VI</b>	<b>LEAVES OF ABSENCE</b>	
	A. Sick Leave	28-30
	B. Assault Protection	30-31
	C. Personal Leave	31-32
	D. Professional Leave	32-33
	Professional Leave Application Form	Appendix D
	E. Other Leaves	33-34
<b>ARTICLE VII</b>	<b>SALARIES AND FRINGE BENEFITS</b>	
	A. Payroll Practices	34-35
	B. Per Diem Rate Defined	35-36
	Tutor Salaries	35-36
	Salary - Part-time Staff	36
	Salary Schedule	Appendix B
	C. Supplemental Salary Schedule	Appendix C
	D. STRS Pickup	36-37
	E. Reimbursement for Professional Training	37-38
	F. Travel Reimbursement	38
	G. Severance Pay	38-39
	H. Insurance Coverage - General Provisions	39-42
	General Provisions	39-40
	Hospital Surgical/Major Medical	40-41
	Dental Insurance	41
	I. Chronic Communicable Diseases Chemical/ Controlled Substance Abuse	41-45
<b>ARTICLE VIII</b>	<b>TEACHING CONDITIONS</b>	
	A. Teaching Responsibilities	45

B. Contract Year	45-46
C. Work Day	46
D. Substitutes - Regular & Emergency Period Subs.	46-47
E. Facilities	47
F. Supplies	47
G. Admission to Home Extra Curricular Events	47
H. Professional Work Area	47-48
I. Room Fund	48
J. Local Professional Development Committee	48
K. Incentive	48

## **ARTICLE IX**

### **OTHER PROVISIONS**

A. Continued Performance	49
B. Waiver of Negotiations	49
C. Management Rights	49
D. Interim Bargaining	49
E. Severability	49-50
F. Amendment	50
G. Duration	50
Signature Page	51

## **APPENDIX**

Grievance Forms
Salary Schedules
Supplemental Salary Schedules
Professional Leave Form
Certified Application for Leave
Severance Beneficiary Form

## ARTICLE I

### RECOGNITION

#### A. PREAMBLE

The Board of Education of the Pandora-Gilboa School District together with the Pandora-Gilboa Education Association recognize that the development and operation of educational programs of the highest quality for the benefit of students and their communities is a responsibility which requires for its effective discharge cooperation between the Board, the Superintendent and administrative staff, and the teaching staff speaking through their designated representatives. Since these groups have the same ultimate aim of providing the best educational opportunity for all pupils, relationships must be established and maintained which are based upon this common interest and the concept of education as a public trust and as a professional calling.

The Board of Education, the Superintendent and the administrative staff, and the teaching and other professional staff can best attain their common objectives and discharge their respective responsibilities if each utilizes the ability, experience and judgment of the other in resolving matters of concern which affect the quality of the educational program. Recognizing this we do hereby declare that:

#### B. RECOGNITION

##### 1. RECOGNITION OF ASSOCIATION

The Pandora-Gilboa Local Board of Education, hereinafter referred to as the Board, recognizes the Pandora Gilboa Local Education Association OEA/NEA, hereinafter referred to as the Association, as the sole and exclusive representative for the purposes and exercise of such rights as set forth in this Agreement and/or as defined and set forth in ORC 4117 for all full-time and regular part-time professional, non-supervisory, personnel (as certified by the State Employment relations Board) whether on leave, or on per diem basis, or employed or to be employed by the Board performing work as, including but not limited to, classroom teachers (K-12, special and vocational), guidance counselors, librarians/media, athletic directors, tutors employed under written contracts and substitute teachers who have been continuously employed for a period of thirty (30) or more days. When a substitute teacher has been assigned to one specific position for a period of more than three (3) weeks, sick leave, visiting days, and any other local privileges granted to regular teachers shall be provided in accordance with ORC 3319.10. The grievance procedures and dues deduction provisions of this Agreement shall be fully applicable to substitute teachers who have completed between thirty (30) and sixty (60) days of employment and unless specifically provided herein, no other provision of this Agreement shall be applicable to such persons. The Superintendent of schools, assistant Superintendent, if any, principals, assistant principals, administrative, and supervisory personnel as defined in Chapter 4117 Ohio Revised Code and casual/seasonal, and all other employees not included above are excluded from the bargaining unit. Exclusive recognition means that the School Board will not meet or work with any other organization, or any individual, in a manner or for a purpose inconsistent with the terms of this Agreement.

## 2. RECOGNITION OF BOARD

Except as may be limited by ORC 4117 or the terms of this agreement, the Association recognizes the Pandora-Gilboa Local Board of Education hereinafter referred to as the Board or Employer as the locally elected body charged with the establishment of the policies for public education in the Pandora-Gilboa Local School District and as the employer of all certificated personnel of the school system.

## 3. RECOGNITION OF SUPERINTENDENT

Except as may be limited by ORC 4117 or the terms of this agreement, the Association and Board recognize the Superintendent of Pandora-Gilboa Local Schools as the chief executive officer and primary professional advisor of the Board.

### **C. MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS**

Both parties recognize that certificated/licensed personnel have the right to freely organize, to join, and support any organization for their professional and/or economic improvement. Such organization may set criteria for membership but may not exclude teachers as members on the basis of sex, marital status, race, creed, or national origin.

### **D. TERM OF RECOGNITION**

Any renewal of such recognition or the recognition of any other bargaining agent shall be as prescribed by Chapter 4117 of the Revised Code.

### **E. OTHER PROVISIONS**

Association representation will be extended to include any newly created position unless such employment position is among those excluded and noted above.

Wherever the term(s) "professional staff member", "staff member", "staff", "employee", or "teacher" appear in this Agreement, they shall be taken to mean a member(s) of the bargaining unit covered by this Agreement.

The Association President or his/her designee will provide a list of the names and addresses of the elected officers of the Association to the Superintendent.

The Association shall certify its membership by delivery of a membership list to the Treasurer on or about November 1.

## **ARTICLE II**

## **ASSOCIATION RIGHTS**

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

### **A. USE OF SCHOOL BUILDINGS AND EQUIPMENT**

The Association will have the right to use school buildings without cost at reasonable times for meetings. The building principal will be notified in advance, whenever possible, of the time and place of all such meetings. The Association will pay for any necessary custodial services due to the use of such school property.

Association building representative(s) will have permission to use individual school equipment, including typewriters, computers, other duplicating equipment, calculating machines, and all types of audio/visual equipment when such equipment is not otherwise in use. Supplies used in connection with such equipment will be furnished by or paid for by the Association.

### **B. PURCHASE OF SCHOOL SUPPLIES**

The Association may purchase supplies and materials, if available, from the Board's supplies at the price paid by the Board.

### **C. DISSEMINATION OF INFORMATION**

The Association or its representatives shall have the right to:

1. Place notices, circulars, and other material in all staff mailboxes provided the Superintendent and each principal receive a copy of the material so distributed.
2. Use, in each building, a reasonable amount of space on existing bulletin boards located in the teacher lounge areas readily accessible to and normally frequented by staff. The materials so posted shall be signed by the individual issuing such information.
3. Use of the school public address system for Association announcements in accordance with administrative procedures.
4. Make brief announcements at faculty meetings.

### **D. PAYROLL DEDUCTION**

The following payroll deductions will be provided at no cost to the staff member:

1. United Education Profession dues--Staff may at any time until September 20th sign and deliver to the Board an authorization form requesting payroll deduction of membership dues and assessments of the recognized Association and its affiliates.

Such authorization shall continue in effect until such time that said staff gives written notice

to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.

Such deduction(s) shall be made in equal amounts for all individuals so authorizing, beginning no later than the first paycheck in October and for each paycheck thereafter for the next seven (7) months. All money so deducted shall be remitted monthly to the Treasurer of the Association monthly, accompanied by a list of staff from whom the deductions are made and the amount for each said staff member.

If a staff member resigns or otherwise leaves the system and gives written notice to the Board Treasurer to discontinue such deductions, then within forty-eight (48) hours of the receipt of written notice, the Board Treasurer shall provide the Association Treasurer the names of such individuals making such request.

Other deductions from pay may be made for the following items:

2. Credit Union
3. Income Protection Insurance
4. Tax Sheltered Annuities for any current in use company, provided such deductions are authorized no later than September 1 or February 1 of the school year. New companies may be added to the list only when at least four (4) or more staff request to enroll on such a plan with that company.
5. Political Contributions  
Properly authorized payroll deductions for political contributions shall continue from year to year unless the affected staff member withdraws such authorization by submitting a written request for same. Such authorization withdrawal will become effective two weeks following its receipt by the Board Treasurer.
6. Payroll deduction for such other purposes agreeable to the Treasurer of the Board or as required by law.

#### **E. PERSONNEL DIRECTORY**

The administration will provide all staff members with a directory listing the names, addresses, listed phone numbers and job assignments on record of all employees of the Board.

#### **F. SCHOOL BOARD**

1. Meeting Notice and Agenda--The president of the Association will be given notice and supplied with an agenda of all regular and special Board meetings at the same time they are made available to the Board.
2. Association Participation--A representative of the Association shall be permitted to address the Board during each Board meeting. The Association may also arrange to be placed on

the agenda by submitting a written request to the Superintendent three (3) working days in advance of the meeting. Such request must indicate the item(s) to be discussed.

3. Minutes and Other Public Documents--The President of the Association will be supplied with a copy of the minutes of all regular Board meetings and the monthly financial statement of the receipts and expenditures of the school district at no cost to the Association.

#### **G. ASSOCIATION BUSINESS DURING SCHOOL HOURS**

The Association shall be permitted to transact its official business on school property during the school day as long as it will not interfere with the responsibilities of staff members or attempt to interrupt normal school operations.

The President of the Association and/or a designee and/or the UniServ consultant for the Association shall have the right to visit schools and individual staff members so long as such visits will not interfere with the normal duties of the staff member to be contacted.

Upon arrival at a building, the Uniserv consultant will first check with the building principal or his designee prior to making any visitations or transacting any official business on school property during the school day.

#### **H. ASSOCIATION LEAVE**

The Board shall authorize up to a maximum of three (3) total days of absence without loss of pay per year (September 1st through August 31st) to staff members elected to represent the Association or chosen to serve on programs or in official representative capacity at meetings, conferences, or conventions. Such leave may not be used for meetings, conferences or conventions of any other organization. Unless an emergency meeting is called, a request for the use of this leave must be submitted by said elected representatives two (2) weeks in advance to the Superintendent or his/her designee.

#### **I. RIGHTS UNDER THE LAW**

Nothing contained herein will be construed to restrict or deny any staff member's rights under the law.

#### **J. NO REPRISAL CLAUSE**

There will be no reprisals or penalties of any kind taken against or levied upon any staff member by reason of his/her membership in the Association or participation in any of its activities so long as such activities are not prohibited by law.

#### **K. FAIR SHARE FEE**

Fair share fee shall be an exclusive right conferred upon the Association as the exclusive representative agent.

Unless otherwise specified herein, the Board agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the total annual dues and assessments of the Association from the pay of all bargaining unit members who elect not to become members of the Association or from those who elect not to remain members of the Association.

Payroll deduction of such annual fair share fees for all bargaining unit non-Association members shall commence with the first payday that occurs on or after January 15 annually and continue through all remaining pay periods over which Association membership dues and assessments are deducted.

In the case of bargaining unit employees either newly hired after the beginning of the school year, or newly entering the bargaining unit, the payroll deduction shall commence on the first pay date on or after the later of:

- (i) Sixty days of employment in a bargaining unit position (which shall be the required probationary period) or
- (ii) January 15th.

Substitutes employed for Sixty (60) or more but less than ninety (90) consecutive days and who do not choose to become members of the Association will be subject to fair share fees payroll deductions at the rate of one half (1/2) of the amount withheld from each full-time employment fee payer. After ninety (90) consecutive days of employment, such non-Association member substitutes will be subject to the full fair share fee payroll deductions beginning with the first paycheck following the ninetieth (90) consecutive day of employment.

Non-Association member substitutes employed at the beginning of the school year under either verbal or written contract for a period of ninety (90) or more consecutive days at full salary, will be subject to the full fair share fee payroll deductions beginning simultaneously with those of all other full-time fair share fee payers. Substitutes employed at any other time of the year at full salary rates will be subject to the full fair share fee payroll deductions retroactive to the first day of employment and beginning sixty (60) days following such employment if employed after January 15 of the school year.

Upon notification from the Association that a bargaining unit member has terminated Association membership, the Treasurer of the Board shall commence the check-off of the annual fair share fee with respect to such former member. The amount of the fee to be deducted by such check-off shall be the total of the annual dues and assessments of the Association less the amount previously paid through employee authorized payroll deduction. The deduction of the amount to be deducted shall commence on the first pay day occurring on or after sixty (60) days from the termination of membership.

Association dues and assessment rates and annual fair share fee rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining amounts to be payroll-deducted. The Board will promptly transmit all amounts so deducted to the Association.

The Board will accompany each such transmittal with a list of the names of bargaining unit

members for whom all such deductions were made, the period covered, and the amounts deducted for each.

The Association warrants to the Board 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 constitutions of the United States and the State of Ohio.

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.

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.

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- A. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- B. The Association shall reserve the right to designate counsel to represent and defend the employer;
- C. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- D. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

### **ARTICLE III**

#### **NEGOTIATION PROCEDURES**

##### **A. COMMITMENT TO BARGAIN/SCOPE OF NEGOTIATIONS**

The Board of Education shall enter into negotiations with the Association for the purpose of achieving a signed agreement covering wages, hours, or terms and other conditions of employment, the continuation, modification, or deletion of any existing provision of this Agreement.

Both parties agree to conduct negotiations in "Good Faith." "Good Faith" requires that the Association and the Board provide reasons for their proposals and counterproposals and be willing to react to each other's proposals with the intent of reaching agreement. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counterproposals. "Good Faith" requires that both parties recognize negotiations as a shared process. The obligation of the Board or its representatives and the representatives of the Association to meet for purposes of negotiations does not compel either party to agree to a proposal or require the making of a concession.

## **B. ACCESS TO INFORMATION**

Upon request by the Association and in compliance with the Ohio Revised Code, Section 149.43, the Board shall supply, within ten (10) days, all public information, financial or otherwise relative to the operation of the school district.

Upon request of the Association, the Board and Superintendent agree to furnish, in a reasonable period of time, such other information as will assist the Association in developing intelligent, accurate, and constructive proposals on behalf of staff members, the students and the educational program.

The Association agrees to furnish all available information for its proposals to the Board's negotiating team to support the development of the aforementioned programs for the school district.

The charge to the Association shall not exceed the actual copying machine cost per page for material that has not been routinely prepared for regular Board meetings.

## **C. NEGOTIATING PERIOD**

The length of the negotiating period shall be a maximum of sixty (60) work days commencing with the initial agenda-setting session, unless an extension is mutually agreed to. "Work days" as used in this procedure shall be any day Monday through Friday exclusive of calamity days, negotiated, school observed, or federally recognized holidays. Such negotiating period may be extended for an additional 15 days by mutual agreement.

## **D. DIRECTING REQUESTS**

Requests in writing for negotiations from the Association will be made directly to the Superintendent and the Board of Education. Requests from the Board will be made in writing to the President of the Association.

The written request for negotiations shall include:

1. Date of writing.

2. Statement of purpose of meeting.
3. Name, address, and phone number of the person to contact representing the requesting party to arrange a mutually satisfactory time for the initial negotiations meeting.

Within five (5) calendar days of the request for negotiations, an agreement between the Board representative(s) and Association representatives will be reached as to the time and place of the first meeting which shall be held within fifteen calendar days after the request has been submitted, unless both parties agree to extend to a later date.

#### **E. REPRESENTATION**

Representatives for the Board or the designated full-time administrative representatives shall meet with designated representatives the Association to negotiate in good faith. Representation shall be limited to four (4) representatives each of the Board and the Association. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While final agreement shall not be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

#### **F. ASSISTANCE**

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Up to three consultants may be used by each of the parties in any of the executive negotiations sessions. The expense of such consultants shall be borne by the party requesting them.

Necessary clerical assistance shall be provided. Accurate minutes or summary notes, as agreed to, shall be maintained and approved at the next such meeting.

#### **G. STUDY COMMITTEES**

The parties may appoint joint ad hoc study committees to research, study and develop projects, reports and progress, and to make recommendations on matters under consideration. The committees shall report all findings to both parties. The costs for such committees shall be shared equally by both parties.

#### **H. INITIAL NEGOTIATING SESSION/SUBSEQUENT NEGOTIATING SESSION**

The first item of business at each and every negotiating session shall be the establishment of a mutually agreeable time, date and place of the next session between said teams.

The second item of business at the first negotiating session shall be the establishment of an agenda of items to be negotiated and the exchange of initial proposals.

Meetings shall be scheduled with the least interruption of school schedules; however, if necessary, Association members of the bargaining team will be released from school duties without loss of pay or benefits to attend Board/PGEA negotiations meetings, hearings, or other such meetings where their presence is required.

All negotiation meetings shall be conducted in executive sessions exclusively between said representatives unless the parties mutually agree to waive this provision.

#### **I. CAUCUS**

Upon request of either party, the negotiating session shall be recessed to permit the requesting party to caucus. Caucuses shall be of reasonable length.

#### **J. PROTOCOL**

No action to coerce or censor or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiations process.

#### **K. PROGRESS REPORTS**

Progress reports may be given to the Board by its representatives and to the Association by its representatives.

#### **L. AGREEMENT**

1. As tentative agreement is reached on each item during the negotiating period, the agreement shall be reduced to writing and initialed by each team.
2. If agreement is reached on matters being negotiated, the tentative agreements reached between the negotiating teams shall be reduced to writing and submitted to the Association for its consideration. If ratified, such written Agreement shall be submitted to the Board of Education for its consideration. The Board shall take action at the next regular or special meeting of the Board.

#### **M. FINAL AGREEMENT**

Upon ratification by both the Association and the Board of Education, four (4) copies of the total agreement shall be signed by the parties and shall become part of the official minutes of the Board. The resulting Agreement shall constitute a modification of the Articles of this document, be binding on both parties, and when necessary, the provisions shall be reflected in individual contractual terms. Both parties shall retain a signed copy of the final Agreement. One copy of any collective bargaining agreement entered into between the Board and the Association will be jointly filed with the State Employment Relations Board, hereinafter referred to as SERB, within thirty (30) days of the execution of such Agreement. One copy will be retained by the official SERB recognized principal representative of record of the Association.

#### **N. IMPASSE PROCEDURES**

The impasse resolution procedures herein shall supersede the dispute settlement procedures set forth under ORC 4117.14.

Responsibilities - The parties pledge themselves to negotiate in good faith, and in the event of failure to reach an agreement, to utilize in good faith such mediatory facilities as are herein provided.

Assistance of a Mediator - If agreement is not reached on matters being negotiated at the end of the 60-day negotiating period or not later than 40 days prior to the expiration of this Agreement or at any other period of time established by mutual agreement between the parties, either party may declare impasse and request that an impartial mediator be appointed. The mediator may be selected by agreement between the parties. If agreement on the mediator is not reached within five (5) days after the call of mediation, the Federal Mediation and Conciliation Service shall be requested to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service.

In the event that the Federal Mediation and Conciliation Service makes a policy not to provide assistance to public school districts or is otherwise unable to provide services to the parties, either party or the parties jointly shall petition, in writing, the American Arbitration Association to provide a list of seven (7) names. If there are no names acceptable on this list to one of the two parties, that party may request a second list. The parties shall alternately strike a name until one remains, and that person shall serve as the mediator.

The mediator shall have the authority to schedule and conduct meetings for the purpose of hearing testimony and gathering facts relevant to the impasse.

Both parties hereby agree to give, upon request, such information as the mediator deems necessary.

Except by mutual consent, the selection and mediation process shall not extend for more than thirty calendar days from the date of declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) days and shall not extend beyond the expiration of this Agreement except by written agreement of the parties prior to such expiration. All such extensions shall be for a specified period of time.

Should the recommendations of the mediator be rejected by either party, the parties agree to conduct, within a reasonable time thereafter, at least one additional negotiating session at a mutually satisfactory time and place.

The cost in securing and utilizing the services of a mediator shall be shared equally by the Board and the Association.

#### **ARTICLE IV**

## GRIEVANCE PROCEDURE

### Purpose

The purpose of this procedure is to resolve the grievance at the lowest level possible. Both parties agree that grievances will be processed as expeditiously as possible.

### Definitions:

1. "Grievance" shall mean a claim by an employee(s) that there has been a violation, misinterpretation, or misapplication of a provision in this agreement.
2. "Grievant" shall mean the employee(s) and/or PGEA initiating a grievance.
3. "Immediate Supervisor" for the purposes of the grievance, shall mean the lowest level administrator.
4. "Days" as used in this procedure shall mean any day Monday through Friday exclusive of calamity days and school observed holidays.

### General Provisions

1. The Grievant and the employer have the right to representation at all meetings and hearings involving the grievance.
2. The Association/Grievant shall receive copies of all communications in the processing of grievances.
3. The time limits provided for in this article shall be strictly observed but may be extended by written agreement of the parties.
4. Nothing contained herein shall be construed to limit the right of an individual member of the bargaining unit to discuss a personal complaint with a supervisory person without recourse to the grievance procedure.
5. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of participation or use of this grievance procedure.
6. Nothing in this contract shall bind the Association for exercising discretion in resolving to pursue or not to pursue a grievance at any step.
7. A grievance, once withdrawn at any level, shall be withdrawn without prejudice or record.
8. The board, administration, and association shall cooperate in the investigation of any grievance and further, the parties will furnish each other such information as is requested for the processing of any grievance.

9. Failure on the part of the employer to comply with the timelines shall result in the grievance going to the next level.
10. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed as a waiver of the right to further appeal the grievance under these procedures.

## Grievance Procedure

### 1. Informal Step

When a grievant becomes aware of the act on which a grievance is to be based, the grievant shall discuss the grievance with the grievant's immediate supervisor within twenty (20) days from the date that the grievant knew of the act or occurrence giving rise to a potential grievance. There should be an attempt to resolve the grievance informally.

If the grievance is not resolved during the informal step, the Grievant may, within 20 days of the meeting, file a written grievance with the immediate supervisor.

### 2. Step One

The immediate supervisor shall arrange and hold a hearing within five (5) days of the receipt of the grievance. The Grievant shall present evidence to sustain their position.

Within five (5) days of the conclusion of the hearing, the immediate supervisor shall forward his/her written response to the Grievant.

If the Grievant is not satisfied with the immediate supervisor's response, the Grievant may file a written form to proceed to step two.

### 3. Step Two

Within five (5) days of the filing of the form, the Superintendent or his/her designee shall arrange and conduct a hearing in the same manner and for the same purpose as set forth in step one.

Within five (5) days after the hearing, the Superintendent or his/her designee shall provide a written response to the Grievant.

### 4. Step Three

Within five (5) days of the receipt of the Step Two response, the Grievant may notify the employer of the intent to meet with the superintendent and board designee or decide to immediately proceed to arbitration. If the meeting is held with the superintendent and board designee, a response shall be provided to the Grievant within five (5) days.

### 5. Step Four

Within five (5) days of the receipt of the Step Two response, or in the case of a meeting with the superintendent and board, Step Three response, the Grievant shall notify the employer of the intent to proceed to arbitration.

Selection of the Arbitrator:

The arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to arbitration shall be according to the voluntary rules and regulations of the American Arbitration Association.

Authority of the Arbitrator:

The arbitrator shall not have the authority to add to, subtract from, or modify, change or alter any of the provisions of this Contract and not add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine him/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion, which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the employer, the Grievant and the Association.

Costs of the Arbitration:

The costs for the arbitrator and the hearing room shall be shared equally by the employer and the Association.

Miscellaneous

1. All decisions regarding grievances shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested. The Grievant shall provide the Association with copies of all decisions.
2. Constructive receipt by the Grievant shall be construed to be the delivery date to the Grievant.
3. Constructive receipt by the employer shall be construed to be the delivery date to the supervisor's office.
4. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
5. All parties at interest shall be permitted a reasonable amount of release time to investigate and/or to attend a grievance meeting or arbitration hearing if a meeting were to be attended during a work day with no loss of pay or benefits.

**ARTICLE V**

## **EMPLOYMENT PRACTICES**

### **A. SENIORITY DEFINED**

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

Seniority shall begin to accrue from the first day worked in a bargaining unit position.

Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits.

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.

Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this contract.

Part-time employees shall accrue seniority pro-rated against the minimal full-time standard as defined by this Contract.

No employee shall accrue more than one (1) year of seniority in any work year.

### **EQUAL SENIORITY**

A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the application of the seniority provisions above.

Ties in seniority shall be broken by the following method to determine the most senior employee:

The employee who has the greatest number of accumulated days of substitute or part-time service in the district not previously counted as continuous employment, and then;

The employee with the earliest date of hire as determined by the date of the Board meeting at which the staff member was hired, and then

if a tie still remains;

By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

### **SUPERSENIORITY**

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

### **LOSS OF SENIORITY**

Seniority shall be lost when an employee retires or resigns, is discharged for cause, or otherwise leaves the employment of the Employer.

### **POSTING OF SENIORITY LIST**

In addition to the posting provisions required under the reduction in force provisions, the seniority list shall be posted annually by October 29. The Employer shall prepare and post on the designated bulletin board in each building/work site a seniority list indicating, by area of certification/licensure, 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.

The names of employees on the seniority list shall appear in seniority rank order within areas of certification/licensure name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

The names of employees who are certified/licensed in more than one (1) area shall be included on the listing for all areas of certification/licensure.

The names of part-time employees shall appear on the seniority list but shall be listed separately from the names of full-time employees.

### **CORRECTION OF INACCURACIES**

Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the Employer or its agents 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. EVALUATION**

### **General**

The provisions herein for evaluation of staff shall supersede and replace the evaluation requirements of ORC 3319.111.

The Pathwise system will be used for teacher evaluation.

A competent staff is the essential element of a good, effective educational system. Personnel evaluation should be a positive and objective process oriented toward professional growth of the staff involved. The purpose of evaluation is to improve and enlarge the scope of professional skills of the individual staff member, improve instruction, and to help staff members achieve greater effectiveness in teaching. The purpose of the evaluation procedure is also to provide a

definitive written record of a staff member's work 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 school systems or employers);
4. As reference for the improvement of instruction.

### **Performance Expectations**

At the beginning of each school year, the administration will fully inform all members of the bargaining unit of the school district's performance expectations, evaluation procedures, criteria, and instruments which may subsequently be used in the evaluation process, and will clearly state in writing and distribute to the staff members such performance expectations, goals, evaluation procedures, criteria and instruments by which they will be evaluated. Some staff and administrator conferences may be necessary to establish some of the individual goals.

### **Fair Consideration of Work Effort**

All monitoring, observation, and evaluation of the work performance of a staff member shall be conducted openly and with full knowledge of the affected staff member. Prior to September 1<sup>st</sup> each staff member will be assigned to an administrator who will serve as the primary evaluator. Each staff member will be given a full three (3) day notice of a formal evaluation in order to prepare necessary documentation required by the Pathwise System.

The number and timing of observations are minimums, however, the number of observations shall not exceed that number reasonably necessary to accomplish the purposes of this procedure. Staff members new to the system, those on limited contract or those being considered for renewal of their limited contract will be evaluated by their principal at least two (2) times, twenty (20) school days apart prior to March 1 of the school year. Staff on continuing contracts will be evaluated at least once (1) every year by their principal.

Each formal evaluation observation will be of sufficient length in order to observe the complete development of the lesson or work performance as well as to check the progress toward the goals and/or objectives established at the beginning of the school year.

If after such observation the evaluator finds the staff member's performance deficient in his/her performance, an additional minimum of three (3) observations of a full class period will be completed within forty-five (45) calendar days after the date of the principal-staff member evaluation conference during which the deficiency(s) was first noted.

Casual observations shall be recognized as part of the evaluation process and may occur at anytime. Any deficiencies and/or criticisms resulting from a casual observation must be noted and discussed with the staff member within a reasonable period of time following the casual observation. No casual observation may become a part of any evaluation unless the evaluator has discussed the casual observation with the staff member prior to the evaluation conference. Casual observations shall not be considered among the minimum number of formal observations required in this procedure, but will be considered along with formal observations as part of the

overall evaluation process.

Staff members will not be observed for purposes of a formal observation before or after a holiday recess, on the day after extended absence, on Staff Development released-time days, or on the first or last day of a marking period.

Any complaint made against a staff member by any parent, student, or other person which may be used in any manner in evaluating the staff member shall, at the time the complaint is considered as part of the evaluation, be brought to the attention of the affected staff member and such staff member shall be afforded the opportunity to answer or rebut such complaint.

### **Conference and Evaluation Report**

All formal evaluation observations shall be followed, within three (3) school days, unless otherwise mutually agreed, by a conference between the evaluating principal and the affected staff member. This conference will provide for the discussion of the work performance and any questions which may have arisen from the formal evaluation observation.

Following each formal evaluation observation conference, the principal shall write a report of his/her evaluation of the staff member's performance. These reports shall acknowledge the strengths and deficiencies, if any, along with noting all data used for the conclusions reached. The report should acknowledge any circumstances which may adversely affect the staff member's work performance including, but not necessarily limited to unusual class size, special learning disabilities students, or abnormal physical facilities.

Student test results may be used only as one of many criteria, but shall not be the sole or major basis in the evaluation of any staff member. All deficiencies and/or criticisms shall be supported in writing pursuant to the evaluation procedures and instruments provided herein.

### **Personnel Files**

The affected staff member shall examine and sign all copies of completed observation/evaluation forms or reports. Any comment or rebuttal the staff member may wish to make shall be reduced to writing and shall become a part of the report. Such comments or rebuttals should be submitted within fifteen (15) days after the staff member has signed the report.

Other written reports of school or school related evaluations or observations may be placed in the personnel files. However, no document, material, record or letters shall be placed in a staff member's personnel file without first providing the affected staff member with the opportunity to read and examine such material.

The staff member shall sign all records, letters, documents or materials as an acknowledgment that they have been examined and read.

A staff member's signature on any evaluation report, form or any material placed or to be placed in such staff member's personnel file simply denotes that the affected staff member has examined the report or material and such signature shall not be construed as an endorsement of

the contents of any such material.

The staff member shall be provided with a true copy of the evaluation report at the time of signing or any other material prior to its placement in such staff member's personnel file.

All personnel information shall be maintained with such accuracy, relevance, timeliness, and completeness as is necessary to assure fairness in any determination made with respect to the affected staff member.

Should a conflict arise between this provision and ORC 1347, the provisions of the revised code shall prevail.

Upon request, any staff member shall have the right to review the contents of his/her personnel files, to be accompanied by another individual of his/her choice, and to receive a copy, not previously received, of any documents contained herein. There shall be no separate files kept which are not subject to examination by the affected staff member. The Board of Education agrees to protect the confidentiality of the personnel files to the extent provided by law.

At the teacher's initiative, letters of reprimand or any material derogatory to a teacher's conduct, service, character, or person shall be removed from the employment record file at the end of five (5) years providing there is no documentation of a further recurrence.

### **Framework for Improvement**

Should deficiencies be recorded in the evaluation of a staff member, the evaluating principal or superintendent shall provide the staff member with specific, reasonable, written recommendations for improvement and shall offer to provide positive assistance, as is reasonable, to implement such recommendations. Except where immediate remedy can be effectuated, the staff member shall have a reasonable amount of time from the date of the principal-staff member evaluation conference in which to request and receive such assistance as set forth above and make corrections or improvements of any noted deficiencies.

### **C. FAIR TREATMENT AND DISMISSAL**

No teacher shall be disciplined, reprimanded, reduced in rank, suspended, demoted, transferred, non-renewed, terminated, adversely evaluated or otherwise deprived of any professional advantage without just cause. Any such action shall be subject to the grievance procedure set forth in this agreement.

Formal reprimand or discipline of a teacher by an administrator for alleged violation of reasonable Board regulations or rules and for reasons related to the teacher's professional performance or for other good and just cause, shall upon request of the teacher be made in the presence of an Association representative and the administrator making the charge or imposing the disciplinary action. Said teacher shall have the right to present evidence and/or witnesses and to otherwise respond to the allegations brought against him/her. Furthermore, prior to said action, the teacher shall be informed of his/her right to representation of his/her choice and shall receive full specification in writing of the grounds for reprimand.

## **Termination of Contract**

The termination of a teacher contract during the term of such contract, shall be only for those grounds as set forth in Section 3319.16, Ohio Revised Code. The procedures for termination of a contract shall be as prescribed by Section 3319.16.

In the event of the passage of legislation such as that found in H.B. 117 relative to contract termination the following provisions shall take effect:

Termination from employment shall be conducted in accordance with Revised Code Section 3319.16 and 3319.161, except that the appropriate grounds for termination shall be the following: gross inefficiency or immorality; willful and persistent violations of reasonable regulations of the board of education; or for other good and just cause. Further, these grounds will be given the same meaning as have been given by the courts of the state of Ohio. If there exists any ambiguity as to their application, the grounds will be interpreted using the same standard of interpretation as is applied to Chapter 3319 of the Revised Code as of June 30, 1995.

## **Suspension Pending Termination**

A teacher suspended without pay pursuant to Section 3319.16, Ohio Revised Code, shall be paid his full salary for the period of suspension if, after the hearing, the decision of the Board of Education is against termination.

## **Non-renewal of contract**

The provisions herein shall supersede the requirements for non-renewal of staff under ORC 3319.11.

Should any teacher be considered for non-renewal, notice shall be given in writing by the Superintendent to said teacher at least thirty (30) days before any recommendation is brought before the Board of Education. Such notice shall include full specification of the grounds for non-renewal, as well as notice of the right to a conference with the Superintendent and the right to representation of one's own choice at such conference

For the purpose of this subsection posting such written notice in the U.S. mail by registered or certified mail to such bargaining unit member's last known mailing address shall constitute "notice" to the member.

Any teacher having received notice above may within ten (10) days of receipt of said notice request and be granted a conference with the Superintendent and the evaluating principal to discuss the consideration of nonrenewal. The requested meeting will be held within five (5) days and at least one full week prior to any Board consideration of non-renewal of said teacher's contract. The teacher may be represented by any person of his/her choice. He/she will be given the opportunity to show cause as to why such contract should be renewed, question witnesses and evidence in his/her own behalf.

## **D. REDUCTION IN FORCE**

### **Definition of Reduction in Force**

A reduction in force (RIF) shall have occurred when the Employer reduces, eliminates or fails to fill a bargaining unit position. The District may reduce staff when there is a lack of sufficient operating funds, decreased student enrollment, dropping of courses due to lack of enrollment, return to duty of regular teachers after leaves of absence, suspension of schools or territorial changes affecting the District.

“Days” as used in this procedure shall mean any day Monday through Friday exclusive of calamity days and school observed holidays.

### **Attrition**

To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign, go on leave of absence, or whose limited contracts are not renewed for reasons other than reduction in force.

### **Suspension – Renewal Suspension**

To the extent that reductions are not achieved through attrition reductions will be achieved through layoff. Layoff shall mean that a teacher’s contract will be suspended. Layoffs shall be on the basis of the teacher’s evaluations in the areas of certification/licensure to be reduced. Seniority will only be utilized in the case of comparable evaluations. However, no teacher on continuing contract (tenure) status shall be laid off unless all teachers on limited contract in the affected area of certification/licensure have been laid off.

Any teacher who has been laid off shall have his/her name placed on a recall list.

Each professional staff member notified that they are affected by a reduction in force, shall, upon request, be entitled to a conference with the Superintendent as to the reasons for the reduction. Such conference will be scheduled within five (5) days of receipt of the Superintendent’s intent to recommend such a reduction to the board. Each staff member may be accompanied or represented by a person of his/her own choosing.

### **Recall**

Teachers on the Reduction in Force list can place their names on the substitute list and will be called first. Refusal of a substitute position will not jeopardize a teacher’s recall status.

During the course of a school year, a recalled teacher can delay reinstatement until the following fall. The teacher must submit a letter of resignation to the current employer and the Board will act to reinstate the contract effective August of the subsequent year.

In the event a vacancy becomes available, the Superintendent shall recall the teacher to active employment status by giving written notice to the teacher.

Said written notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. Failure to respond to this notice within five days of receipt of the written notice will be interpreted as rejecting the position described in the notice.

A teacher on the Reduction in Force list shall have the right to accept or refuse a position, which is offered. If the teacher refuses a position then the offer of the position shall go to the next certified teacher on the recall list. A teacher who refuses a position will be taken off the list at once, relinquishing any and all rights of recall.

A teacher's name shall remain on the Reduction in Force list for five (5) years following the date she/he is first placed on the recall list. After five years, the teacher must submit a letter to the superintendent by April of each year thereafter to maintain his/her status on the recall list.

#### Transfers Due to Reduction in Force

A staff member to be transferred involuntarily shall be informed in a conference with the principal. The staff member may schedule a conference concerning the transfer with the Superintendent at any time. Any staff member subject to involuntary transfer due to a reduction in force, who does not wish to be transferred, shall have the option of being placed on the recall list.

### **E. REHIRING RETIRED TEACHERS**

Re-employment of any teacher who retires under the State Teachers Retirement System (STRS) and subsequently is employed or reemployed in the district may be hired at a rate of pay different from his/her academic training level and years of service as specified in the salary index contained in this agreement. A retiree may be rehired on a part-time basis, in which case the agreed upon salary shall be pro-rate upon a full workday of seven hours and thirty minutes. This provision and such salary and individual contract with a member expressly supercedes Section 3317.13 of the Ohio Revised Code and all other applicable laws.

#### HEALTH INSURANCE:

While employed by the district subsequent to retirement, such member who is interested in obtaining health care benefits shall have 50% of the premium for a single plan paid by the Board. In addition, such retired member will not be eligible for participating in the in lieu of provision that pays an employee for not participation in the district's health plan.

#### EMPLOYMENT CONTRACT:

A rehired retiree shall receive a limited contract, which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a rehired retiree through offering new limited contracts, which automatically expire, shall be at the election of the Board upon recommendation of the Superintendent. A rehired retiree is not eligible for a continuing contract regardless of years of employment as a rehired retiree with the Board.

## SENIORITY:

A rehired retiree shall not accumulate seniority in the bargaining unit and has no right of recall in the event of a reduction in force under Article V of the negotiated agreement.

## SICK LEAVE:

A rehired retiree shall accumulate and may use sick leave in accordance with Article VI of the negotiated agreement, but shall not be entitled to severance pay under Article VII of the negotiated agreement or under law upon conclusion of employment as a rehired retiree.

## GRIEVANCE PROCEDURE:

This provision of this agreement and such salary and contract will not be grievable under the grievance procedure of this agreement nor through any claim or action filed before the State Employment Relations' Board (SERB) or any court of law.

## **F. VACANCY POSTING**

For informational purposes, all postings of job vacancies will occur by e-mail. If computer access is a problem during the summer months, employees are to contact the Superintendent to receive notification of vacancies by paycheck.

## **G. INDIVIDUAL CONTRACTS**

1. The Board will comply with statutory requirements for issuing individual contracts and for issuing annual salary notices.
  - a. To be eligible for a continuing contract, a teacher must hold a valid professional, permanent, life certificate/license, or professional educator license (including all requirements under R.C. 3319.08) and have at least three (3) of the last five (5) years of teaching service in the Pandora-Gilboa Local School District. Teachers who have had a continuing contract in another school district in Ohio shall become eligible for a continuing contract after serving a two (2) year period in the Pandora-Gilboa Local School District.
  - b. Teachers who anticipate meeting the legal requirements for a continuing contract must notify the Board in writing concerning their eligibility prior to November 15 and all necessary certificates/licenses must be on file in the Superintendent's office on or before April 1. Failure to meet either requirement will result in waiver of consideration for continuing contract status unless or until the teacher is re-employed and reapplies in a subsequent year consistent with this provision.
  - c. Teachers who have met all of the legal requirements to become eligible for a continuing contract may be recommended by the Superintendent for a limited contract not to exceed two (2) years, provided that written notice of the intention has been given to the teacher with reasons directed at professional improvement of the teacher on or

before the thirtieth day of April. The Board shall provide written notice to the teacher of its action on the Superintendent's recommendation on or prior to April 30<sup>th</sup>. The parties intend and agree that to the extent this procedure differs from that set forth in O.R.C. 3319.11 for the granting of an extended limited contract, this Agreement and procedure shall supersede and take the place of the law.

- d. A teacher who becomes eligible for a continuing contract during the term of any multi-year contract will be granted a continuing contract only upon the recommendation of the Superintendent and approval of the Board of Education. If the Superintendent does not recommend the teacher for a continuing contract during the term of a multi-year contract, and/or the Board does not approve same, the multi-year contract will stay in effect, unless terminated for cause under Revised Code Section 3319.16. A continuing contract shall take effect immediately upon subsequent re-employment by the Board, unless an additional limited contract is granted pursuant to paragraph c., above.

## **ARTICLE VI**

### **LEAVES OF ABSENCE**

#### **A. SICK LEAVE**

1. Each full-time professional staff member shall be entitled to fifteen (15) days sick leave with pay for each year under contract and shall accrue sick leave at the rate of one and one-fourth (1 1/4) days for each calendar month under contract. Sick leave shall be cumulative to two-hundred (200) work days.
2. Those employees who render part-time, seasonal, intermittent, per diem, or hourly service, shall be entitled to sick leave in proportion to the time actually worked.
3. Each newly hired certified/licensed staff member of the Board who has no accumulated sick leave, or any certified/licensed staff member who has exhausted their sick leave, will be given an accumulation of sick leave of at least five (5) days. Each professional staff member under regular, full-time contract, but absent because of illness, will continue to accumulate sick leave at the rate of one and one-fourth (1 1/4) days per month.
4. Any professional staff member having terminated employment with the Board will have their accumulated sick leave reinstated upon reemployment, provided such sick leave has not been used in the employ of another board of education or other agency of the State of Ohio covered by such provision.
5. A professional staff member reemployed by the Board who, since leaving the employ of the Board, has been employed by other board(s) of education or by state, county, or municipal governments in Ohio, will receive full credit up to two hundred (200) work days for sick leave accumulated both in the prior employ of the Board and while in the employment of other agencies of the State of Ohio as shown in the records of the last employing agency.

6. Any professional staff member being employed by the Board, who, preceding this employment, has been in the employ of another board of education, state, county, or municipal government in Ohio will receive full credit up to one hundred-eighty (180) work days for the sick leave accumulated in his previous employment as shown in the records of the last employing organization.
7. Professional staff members absent for purposes of sick leave, personal leave, professional leave, or otherwise on an excused absence on a regularly scheduled canceled school day and when staff is relieved of their regular teaching duties for that day, will not be charged with sick leave, personal leave, professional leave, or otherwise charged for the excused absence.
8. Professional staff members should notify their immediate superior of any absences as soon as possible so that appropriate arrangements can be made to secure a substitute. Except in emergency situations, lesson plans from the teaching staff must be available to the substitute.
9. Sick leave shall be granted for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.

- a. Injury and/or illness in the immediate family:

For purposes of injury or illness in one's immediate family, immediate family will be interpreted as spouse, children, parents, sister, brother, parents-in-law, or any other member of the family unit living in the same household no matter what degree of relationship.

- b. Death in family:

In the event of death in the employee's family, immediate family shall be defined as parent, children, spouse, sister, brother, grandparent, grandchild, aunt, uncle, niece, nephew and in-laws bearing any of these relationships or any other member of the family unit living in the same household no matter what degree of relationship.

- c. Life-threatening illness:

In the event of a life-threatening illness or injury to an employee's family member, immediate family shall be defined as parent, children, spouse, sister, brother, grandparent, grandchild, and in-laws bearing any of these relationships or any other member of the family unit living in the same household no matter what degree of relationship.

10. Each professional staff member will furnish a written signed statement on forms provided by the Board of Education to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the date when the doctor was

consulted. Falsification of a sick leave statement is grounds for suspension or termination of employment under section 3319.16 of the Revised Code.

11. Bargaining unit members on sick leave for a duration of five (5) or more days for an illness or injury of the employee, must, upon request, provide the Board with a physician's release to return to work. Bargaining unit members expected to be on sick leave for a duration of five (5) or more days for an illness or injury of the employee, must, upon request, provide the Board with a physician's statement providing the expected duration of sick leave. Prior to the return to work the employee must provide the physician's release to return to work.
12. Sick Leave Bank: The parties agree that by mutual agreement a sick leave bank may be established.

## **B. ASSAULT PROTECTION**

Any professional staff member absent from regular duties because of a physical disability resulting from an assault on the professional staff member which occurs in the course of Board employment during official contract hours, shall be entitled to a leave of absence under the following conditions:

1. The professional staff member must furnish the Superintendent with a signed statement, describing in detail all of the facts and circumstances surrounding the assault, including but not limited to the location and time of the assault, the identity of the assailant(s), if known, and the identity of all witnesses to the assault, if known.
2. The professional staff member must submit to the Superintendent verification from an attending physician that the professional staff member is disabled from performing normal duties, indicating the nature of the disability and its probable duration.
3. Assault leave shall be limited to sixty (60) days and/or shall terminate when the disabled teacher returns to regular duty or is eligible and takes Disability Retirement under the provisions of the State Teachers Retirement System.

A teacher disabled as a result of physical assault shall be returned to the same position as held at the time of the incident. Should the teacher concerned desire another position or assignment, such reassignment will be made when a vacancy exists or the parties to be transferred voluntarily agree to such transfer. If an assault related disability leave continues into May, the teacher on assault leave must notify the Superintendent, by the last work day in May of that contract year, as to whether he or she is planning to return to duty in the ensuing school year. If such notice is not received by the Superintendent, it will be assumed that the teacher is planning to return to his/her teaching position.

4. The professional staff member must cooperate fully with the Superintendent and other public authority(s) in the prosecution of the assailant(s). If court action arising out of the assault

ensues, said teacher shall be granted personal leave for such court appearance and/or granted personal leave for days of absence as may be requested by his legal counsel, court officials, and/or law enforcement officials.

Assault leave shall not be chargeable against sick leave.

The Board will reimburse affected teachers the difference between any insured coverage, personal or otherwise, and the actual cost for any theft, loss, damage or destruction of clothing or personal property up to fifty dollars (\$50.00) resulting from an assault on the teacher while on official contract duty.

### **C. PERSONAL LEAVE**

Each certificated/licensed staff member shall be authorized personal leave without loss of salary, to transact personal business or attend to affairs of a personal nature which cannot reasonably be conducted outside the regular school day. Such leave shall be authorized upon notification given to the principal twenty-four hours in advance unless circumstances make it impossible to comply herewith. In such event, the employee shall notify the principal at the earliest possible time. These days of absence shall not be deducted from sick leave nor any other leave.

For purposes of this section, a staff member will not be charged with personal leave when such absence is less than a one quarter (1/4) day and occurs over such staff member's planning/conference period and/or lunch or at such other times where the staff member does not have student supervision responsibilities.

1. Except that Personal leave of this division may not be used to extend a school holiday, be taken during the last twenty (20) school days counting backward from the last day for students, or on teacher in-service/teacher professional development days. One such (1) day will be unrestricted, and the applicant for such leave shall be required to sign an approved form stating only that the reason for taking such leave is personal business. However, under no circumstances may any restricted personal leave be used to engage in training for another job or for gainful employment.
2. Five (5) restricted personal leave days shall be authorized for any of the following:
  - a. Accidents or catastrophe involving family property;
  - b. Required court appearance (other than jury duty which has no charge for absence);
  - c. Attendance at a graduation exercise, wedding, performance, or other ceremony involving and/or honoring the employee or members of the employee's immediate family;
  - d. Illness or death of persons not within the immediate family;
  - e. Arranging for the sale or purchase of the employee's residence;

- f. Appointment with an attorney when such an appointment cannot be made at times other than during the regular school day;
- g. Enrollment or performance of any act required or recommended for enrollment of the employee or his/her children in school or college;
- h. Attendance at a conference or convention as an officer or delegate of an organization not directly related to public schools, but which includes among its purposes a concern for the civic or economic improvement of the community;
- i. In the event of a death in the employee's immediate family, the employee may elect to use personal leave as provided in this section in lieu of the use of sick leave for the number of days of restricted personal leave still available to the affected individual.
- J. Other reasons deemed valid by the Superintendent that cannot be taken care of outside regular school hours.

Where extenuating circumstances exist, the Superintendent may grant additional days of personal leave. For each of the days as defined in Section 2 above, the applicant shall be required to specifically identify on approved forms which of the above listed authorized purposes is the basis of such leave. Upon certification by the teacher that the purpose of such leave is one which has been authorized pursuant to this policy, the building principal shall approve the application. The principal concerned must sign the request form before it is sent to the Superintendent. (This indicates that the principal knows the intended date of the leave of absence). Personal leave forms shall be available from each building principal.

#### **D. PROFESSIONAL LEAVE**

Requests for professional leave shall be submitted in writing and shall specify the purpose, duration and the anticipated cost of such leave. Unless knowledge of the meeting comes after the deadline indicated below, such requests will be submitted to the principal at least two (2) weeks prior to the Board meeting in order to provide sufficient time for consideration by the Superintendent and Board of Education.

Timely submitted application for professional leave will be authorized for the following reasons:

1. Attendance at a professional conference or workshop;
2. Visitation of other school districts;
3. Participation in a professional seminar;
4. When functioning as a school activity advisor or upon the approval of the Superintendent for any other activity that will promote professional growth of the requesting teaching and/or the school system.

The Board will make provisions for a substitute for any such classroom professional staff

member during such period(s) of absence.

Except as otherwise set forth herein, staff members on professional leave shall be considered assigned to duty with full payment of salary and benefits. Such approved leave will not be deducted from accrued or earned sick leave or personal leave.

Reimbursement will be paid for the necessary and reasonable expenses as follows:

1. The Superintendent will elect payment of either the use of privately-owned automobile on a cents per mile basis at the per mile rate established in the mileage reimbursement provisions elsewhere in this agreement for the actual mileage to and from the destination; or commercial carrier fare which is supported by receipts.
2. meals and lodging necessary and actual expenditures as supported by receipts up to the limit annually adopted by the Board.
3. Miscellaneous expenses such as tour and ferry fares, bridge, highway and tunnel tolls; telephone calls; conference registration\* and the expense necessary to the conduct of official school district business which is supported by receipts.
4. Where the Administration requests attendance, expenses will be paid by the Board.

\*Where attendance at a professional association conference is requested, the Board agrees to pay the cost of member registration only.

Requests for reimbursement of expenses listed above along with the receipts for same will be submitted to the Superintendent on approved forms. Such forms, with appropriate receipts must be received within thirty (30) days of the event in order to be reimbursed. In the event receipts are not available, written notification must be made to the treasurer within the thirty (30) day window.

Should the leave be disapproved solely for cost reasons, the staff member requesting said leave may take the leave without loss of pay or any benefits, but must bear any other costs of said leave excluding the cost of the substitute, if any. Such leave shall be limited to three (3) days unless otherwise approved by the Board of Education

## **E. OTHER LEAVES**

Upon the written request of a full-time employee, the Board of Education may grant a leave of absence for a period of not more than one (1) academic year for any purpose that would benefit the employee and the Pandora-Gilboa Local Schools. The employee must return to service as of the first day of the semester following the expiration of the leave of absence. The employee shall resume the contract status which the employee held prior to such leave. Should the employee decide not to return from such leave, the Superintendent shall be so notified not later than seven (7) working days prior to the start of the next semester or by June 1, whichever is earlier.

For the purpose of this policy the following conditions are necessary:

1. The applicant must submit, except where circumstances prevent, a request for leave of absence, with the reason, to the Superintendent thirty (30) days prior to the beginning date of the leave of absence.
2. After Superintendent's review and approval of the request, the request will be forwarded to the Board of Education for their concurrence.
3. Employee would earn no pay during the leave of absence.
4. Employee would not receive Board of Education paid fringe benefits during the leave of absence. Employee could continue any fringe benefits through the Board of Education, provided the employee pays all costs of the benefit program.

## **ARTICLE VII**

### **SALARIES & FRINGE BENEFITS**

#### **A. PAYROLL PRACTICES**

1. The basic salaries of each staff member covered by this agreement will be adjusted to reflect the rates set forth in the basic salary schedule.
2. Each staff member employed by the Board shall be given credit for proper placement on the salary schedule in accordance with the provisions of the Ohio Revised Code. A new employee to the district will receive a salary notice. The parties intend that this provision supersede and replace Ohio Revised Code Section 3319.12.
3. One year's experience and a year of military service shall be defined pursuant to the provisions of the Ohio Revised Code.
4. Staff earning additional degrees or receiving credit for additional hours, both of which would bring about any salary adjustment, will receive salary notices to take effect on September 1 or February 1. Official transcripts must be submitted to the Treasurer's office prior to changes being made in the staff member's salary.
5. Payment for the school contract year will be divided into twenty-four (24) equal pays over the calendar year and shall be paid on the 10th and 25th of each calendar month during the year.
6. All staff will be paid through direct deposit and pay stubs will be e-mailed to bargaining unit member's school e-mail address unless another is provided by the employee. During the summer an employee can request the pay stub be mailed.
7. Bargaining unit members may select to be paid for any internal coaching/supplemental earnings using one of the following methods of payment: One lump

sum payment, two lump-sum payments, or payments spread from the first day of the season or activity to the last day of the season or activity. External supplementals will be paid in one lump-sum payment at the conclusion of the activity.

8. To insure proper STRS reporting and compliance with state auditing guidelines, time sheets must be submitted to the payroll department within the pay period following the pay period in which the work was performed or earlier.

## **B. DAILY OR PER DIEM RATE DEFINED**

In computing deductions for those absences for which a deduction in pay is to be made, the basis shall be called the daily or per diem rate.

The daily rate shall be calculated by dividing the number of work days in the adopted school calendar into the approved salary of the individual.

Salaries of persons working less than a complete school year shall be calculated on the number of actual days taught times the daily rate.

## **SALARIES AND SUPPLEMENTAL SALARIES**

### **Regular Full-time Staff**

The base raise for employees will be zero (0%) percent for the first and second year of the contract. During the spring of 2014 both parties agree to re-open the contract for wages only.

See Appendix B for regular salary schedule.

**Tutor Salaries-** Eligibility of tutors and part-time staff for other positions.

Full-time tutors shall be paid on the regular teacher salary schedule. Part-time staff shall be entitled to employment for a vacancy within the system for which he/she is properly certificated/licensed as such vacancies arise. Where there is more than one applicant for such a vacancy, under these provisions the most senior, properly certificated/licensed applicant will receive the assignment except where the Superintendent can reasonably justify a non-seniority choice. When the non-seniority selection is made, and upon request, the Superintendent will provide written reasons as to why the most senior candidate was not selected and the areas where improvement can be made.

### **Salary of Part-time staff**

Staff employed in part-time positions will be paid as follows:

#### Full day, partial week

Staff employed on schedule of full days for less than a full school week will be paid on a per diem basis for each day they are scheduled to work.

### Partial day schedule

Staff employed on a partial day schedule will be paid using one of the following methods of computation as is applicable:

1. Part-time high school, middle school staff who do not receive a full planning period shall be paid on the basis of the number of teaching/work assignment periods, excluding planning period(s), of a regular full-time staff member assigned to the same or similar position(s).
2. Part-time high school and middle school staff who receive a full planning period shall be paid on the basis of the total number of teaching/work assignment periods and the planning period as a fraction of the total teaching/work assignment periods including the planning period of a regular full-time staff member assigned to the same or similar position.
3. Where the staff member is employed and assigned to a part-time position where the school day is not subdivided into periods, the salary will be computed on the basis of the staff member assigned pupil contact time as a fraction of the total pupil contact time required of a full-time staff member assigned to the same or similar position.

### **C. SUPPLEMENTAL SALARY SCHEDULE - See Appendix C**

Substitute Teacher Compensation – See Article VIII, Section, E, herein.

Planning/Conference Period Substitution Compensation – See Article VII, Section E -- Emergency Period Substitutes, herein.

### **D. STRS PICKUP**

The Board of Education will "pick up" (assume and pay), utilizing the salary reduction method, contributions to the State Teachers Retirement System paid on behalf of bargaining unit employees under the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each employee shall be the total bargaining unit member contribution as required in Section 3307.51 of the Revised Code or any statutory increases therein, of the bargaining unit member's gross annual compensation, at no cost to the Board of Education, and upon approval of the retirement system. The bargaining unit member's gross annual compensation shall be reduced for the purposes of State and Federal tax only by an amount equal to the amount picked-up and paid by the Board of Education.
2. The Board shall compute and remit all applicable contributions to the STRS based upon annual salary and/or earned compensation which includes the amount of pick-up computed herein, but assumes no further liability.
3. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. No bargaining unit member covered by this provision shall have

the option to elect a wage increase or other benefit in lieu of the employer pick-up.

4. The pick-up shall apply to all compensation including supplemental earnings.
5. The current deferred taxation of the "pick-up" is determined solely by the I.R.S. and any tax liability becomes the full responsibility of the employee. The Board may refuse to "pick-up" if so directed by the State Teachers Retirement System or the Internal Revenue Service or should the rules and regulations of the I.R.S., or STRS, change so as to render this procedure unworkable, the parties agree to return, without penalty, to the former method of computing employee/employer contributions.
6. Payment for all paid leaves - sick leave, personal leave, severance, supplementals including unemployment and worker's compensation - shall be based on the employee's daily gross pay prior to the reduction for "pick-up purposes (e.g., gross pay divided by the number of days in a teacher's contract).

#### **E. REIMBURSEMENT FOR PROFESSIONAL TRAINING**

Any member of the bargaining unit accepted in a bona fide masters<sup>1</sup> degree program in an accredited college or university between September 1 and August 31, or those already possessing a master's degree or those seeking additional certification/licensure shall receive, in addition to the regular salary, a reimbursement for course work completed.

An appropriation of \$7,000 will be placed in said fund each year of this Agreement.

The money will be divided among those people who have taken courses during the year. The money will be divided according to the number of people who have taken courses, and the number of hours each participant has completed, but not more than the actual cost up to \$150 per semester hour or \$100 per quarter hour.

The staff member will give the PGEA treasurer (copy) and the Board Treasurer (original) verification of course work completed for that year in the form of a transcript or grade report by September 25. If this is not yet available, other documented proof must be supplied, for this member's course hours to be considered in the calculations. This member's reimbursement will be withheld until the appropriate verification is furnished. The PGEA treasurer will then calculate the money to be received by the staff member. The PGEA treasurer will then notify the Board Treasurer in writing by September 30, as to who is to receive what amount of money. The Board Treasurer will then disburse the funds.

Only those staff who hold a valid Ohio teaching certificate/license of provisional or higher grade shall be eligible for reimbursement.

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<sup>1</sup> Bona Fide Master's Program - Bona Fide master's program must be approved by the Superintendent prior to the beginning of it. NO master's program will be approved if not directly dealing with his/her teaching area, with areas already found within the teaching field(s) of the Pandora-Gilboa School District or any other area of instruction/education.

This professional growth incentive is renewable each year for eligible credit earned.

**F. TRAVEL REIMBURSEMENT**

Reimbursement for mileage for those staff that are required to drive their personal vehicles will be provided at the current IRS rate prorated to the nearest 1/2 mile. Such mileage will be paid upon completion of the proper forms for travel as follows:

1. An employee who reports for work at one building and must travel to the second building and then return to the original building in order to complete the normal school work day, will receive reimbursement for the round trip between the two buildings.
2. An employee who reports to work at one building and then must travel to the second building to complete the school day will receive mileage reimbursement for the distance between the two buildings, one way only.
3. Vocational teachers will be reimbursed for mileage required for home visits to students.
4. Employees traveling on authorized school business, either in or outside the school district, will receive mileage reimbursement.

**G. SEVERANCE PAY**

Any member of the bargaining unit of the school district with a minimum of ten (10) or more years of accumulated service with the state, any political subdivision, or any combination thereof who elects to retire from service while in the employ of the district, shall be paid 25% of his accumulated and unused sick leave. The maximum payment which shall be made is 25% of 200 days.

When a bargaining unit member informs the district of in writing his/her retirement and it is accepted by the January Board meeting, s/he will receive a \$1000 additional amount added to the severance pay calculated in Article VII.

The rate of pay for all such accumulated days shall be the per diem rate of the annual salary as determined by the staff member's regular salary schedule and any supplemental or other salary in effect at the time of last service. The per diem rate shall be computed by dividing the annual salary as per the section above by the number of days of regular required duty.

As used in this section, retirement means disability or service retirement under any state or municipal retirement system in the State of Ohio. Nothing in this policy shall be construed to prevent an employee either sick or disabled from using the accumulated sick leave for the duration of the disability.

The retiring employee shall present to the Board Treasurer a copy of their first retirement check or other such evidence to affirm their retirement and their desire to receive severance pay as prescribed herein.

Severance pay shall be forwarded to the retired employee in one installment upon certification of retirement. Such payment shall be made only once to any employee and shall extinguish all accumulated sick leave to the credit of such employee.

Severance will include death. In the case of death, severance will be paid to the beneficiary(ies) designated by the employee on the form attached in the forms section of this agreement. In the absence of a beneficiary designation, severance is to be paid to the estate of the deceased per 2113.04 O.R.C.

## **H. INSURANCE COVERAGE - GENERAL PROVISIONS**

### **1. GENERAL PROVISIONS**

Any employee working four (4) or more hours per day for the entire school year shall be eligible to receive the full Board payment amount currently in effect for a family contract or a single contract. This payment is only made on the hospitalization, surgical, major medical plan cost.

Any employee working less than four (4) hours but more than two (2) hours per day for the entire school year shall be eligible to receive one-half (1/2) of the full Board payment amount in effect for a family contract or a single contract. This payment is only made on the hospitalization, surgical, major medical plan cost.

For those that choose any of the insurance coverages provided herein, the Board shall provide full twelve-month coverage commencing with the first day of school (or September 1, whichever is first) and ending twelve (12) months later (or August 31, whichever is last). This insurance shall continue in effect during absences of illness, as specified in the Ohio Revised Code, for which the employee may use sick leave. Employees on all other leaves of absence (unpaid), including but not necessarily limited to those on maternity leave, disability leave, sabbatical leave, etc. and employees who retire prior to Medicare age qualification, may choose to continue participation in the group insurances provided herein by remitting the premiums to the Treasurer of the Board of Education. Such remittance shall not be required more than thirty (30) days in advance. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

Please note - Coverage is not automatic when contractual employment begins. Employees are required to complete enrollment forms indicating the desired coverage.

### **2. MODIFIED AND LIMITED CAFETERIA FRINGE BENEFIT PLAN**

For each member<sup>2</sup> of the bargaining unit that elects not to enroll in the family or single hospital/surgical, major medical insurance plans, the Board agrees to pay a cash benefit in lieu of fringe benefit election as follows:

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<sup>2</sup> These provisions shall be applied to part-time staff on a basis prorated to the amount of their current annual employment with the district.

- a. Each year of this Agreement, the Board will pay a cash benefit of 25% of the difference between the total annual family premium and total annual single premium or any combination of single hospital, surgical only, family major medical only, for those enrolled on the single plan hospital surgical major medical insurance plan.
- b. Each year of this Agreement, the Board will pay a cash benefit of 25% of the total annual family premium for bargaining unit members who have elected not to enroll in any of the hospital surgical and major medical Insurance benefits as provided herein.

Such cash payments shall cease when the employee elects to enroll in the family hospital, surgical, major medical. When the employee elects to enroll on the single hospital, surgical, major medical, such cash benefit shall be reduced to the single plan benefit as provided above.

If the employee elects the cash benefit in lieu of insurance as provided herein, equal payments of same to the affected employee will be made in each regular paycheck.

Any money saved as the result of the implementation of this plan, shall be held in reserve to pay future insurance premium cost increases and concurrent non subscriber cost increases under the cafeteria plan for the remainder of the bargaining unit.

In the event that the above plan would be declared to jeopardize non-taxable status of the health benefits herein, then the parties agree that they will meet in order to work out a solution to this problem.

**3. HOSPITAL SURGICAL/MAJOR MEDICAL**

The Board shall purchase from a carrier licensed by the State of Ohio, basic, hospital-surgical major medical insurance coverage for each certificated employee now or hereafter employed and his/her family.

The Board will pay the following listed premiums for the health insurance premium for single and family coverage for the health insurance plan currently offered by the Putnam County Schools Insurance Group and any successor health insurance plan that may be provided.

2012-2013	90%
2013-2014	90%
2014-2015	90%

- 1. The Board will contribute \$ 11,650.00 annually to the Health Savings Account (HSA) Insurance (Family Plan).
- 2. The Board will contribute \$ 4,515.00 annually to the Health Savings Account (HSA) Insurance (Single Plan).
- 3. Once an employee is on the HSA insurance plan the original PPO insurance plan will no

longer be made available to that employee.

The Board of Education will pay the costs of a single hospital plan, for employees whose spouse may have hospitalization coverage via another company or job and/or whose plan does not cover the bargaining unit member when they are traveling to or from work or while on a job.

The Board will provide the insurance benefits offered by the Putnam County Health Insurance Consortium or by another consortium should a consortium change be deemed necessary by the Board. Should a consortium change be made causing a change in benefits or the Board of Directors of the current consortium make a change in the benefit plan, the Pandora-Gilboa Board of Education and the PGEA agree to reopen negotiations within 30 days after the voted change to resolve any issues that may arise due to the plan change. The provisions for the full scale/spectrum 125 Plan with a mutually-agreed upon company will be continued for the duration of this agreement.

#### **4. DENTAL INSURANCE**

The Board shall purchase from any carrier insurance by the State of Ohio, employee and family dental insurance protection. For each certificated employee now or hereinafter employed who is a member of the bargaining unit.

The full cost of this program and any increase in premium during the term of this agreement shall be paid by the Board.

#### **Family Security**

Dental insurance in force for dependents on the date of the employee's death will remain in force without payment of premium until the earliest of the following dates:

- a. Remarriage of the surviving spouse, in which case the coverage for all dependents terminates.
- b. The date a covered person ceases to qualify as a dependent for any reason other than lack of primary support of the employee,
- c. Two years from the date of the employee's death.

The coverage which is continued in force for dependent children because of the employee's death will not be affected if the surviving spouse dies during the two-year (maximum) continuation of coverage.

#### **I. CHRONIC COMMUNICABLE DISEASES CHEMICAL/CONTROLLED SUBSTANCE ABUSE**

##### **NONDISCRIMINATION**

An employee who has been exposed to or who contracts a chronic communicable disease or

who is found to be a chemical/controlled substance abuser (which hereinafter shall be taken to include drug and alcohol abuse) shall be treated no differently than an employee with any other medical disability.

No employee shall be subjected to indiscriminate testing.

The Board shall not discharge any employee nor otherwise discriminate against any employee with respect to wages, hours, terms or other conditions of employment on the basis of the fact that such employee has contracted a chronic communicable disease or has been determined to be a chemical/controlled substance abuser.

## **REPORTS OF SUSPECTED CARRIERS/CHEMICAL/CONTROLLED SUBSTANCE ABUSER**

All reports of suspected carriers or chemical/controlled substance abuse shall be directed to the superintendent.

All such reports shall be in writing and, except when received directly from the affected individual, shall identify the person(s) making the report and shall note the reasons why the reported employee is suspected of being a carrier or chemical/controlled substance abuser. No action shall be taken based upon a report which does not meet the above requirements.

## **TESTING CRITERIA**

No employee shall involuntarily be required to submit to a medical evaluation of his physical or mental condition without determination of probable cause for said evaluation. The probable cause determination shall be made by a tri-partite panel which shall conduct a due process hearing and render an oral determination followed by written confirmation which shall be final and binding on the parties.

The tri-partite panel shall be comprised of a physician selected by the Employer, the employee's personal physician, and an arbitrator selected by the Employer and the Association in accordance with the procedures set forth in the grievance procedure herein for expedited arbitration. The selected arbitrator shall act as the chairperson of the panel and shall serve in that capacity for all subsequently convened panels to determine probable cause for medical evaluation.

The tri-partite panel shall conduct a due process hearing to determine whether there is probable cause for the medical evaluation of an employee. Upon conclusion of the presentation of all evidence, the panel will render an oral decision in an expedited fashion prior to the close of the hearing.

Within fifteen (15) days after the conclusion of the due process hearing, the panel, through the arbitrator, shall render a written confirmation and the rationale to the superintendent and the employee.

In the event that a health risk becomes apparent that may affect many or all employees and/or students, as determined by a physician in the appropriate public health district, the Board, in

consultation with the Association, shall be permitted to by-pass the tri-partite panel and immediately provide for the examination and/or immunization of any or all employees/students to prevent the spread of the disease.

All costs of the tri-partite panel shall be borne by the Board when no probable cause is found. When probable cause is found, the costs will be borne equally by the Association and the Board.

## **MEDICAL EVALUATION**

Within ten (10) working days after a determination that probable cause exists for medical evaluation or if an employee voluntarily submits to a medical evaluation, a medical review team comprised of (a) a physician specializing in the contagious disease in question, or chemical/controlled substance abuse, (b) a physician from the appropriate public health district, and (c) the physician designated by the Superintendent as the School District's physician shall be convened by the Superintendent to conduct a medical evaluation of the employee's condition. The medical review team shall provide for the examination of the employee and may obtain, upon written, voluntary authorization of the employee, all relevant and pertinent medical information from the employee's personal physician.

The report rendered by the medical review team shall be restricted to an evaluation of the employee's medical condition and shall clearly provide:

Whether or not the employee has been infected with a chronic communicable disease or is a chemical/controlled substance abuser as alleged in the report to the Superintendent. If so, then the medical review team shall determine:

1. Whether or not the employee's current medical condition imposes a substantial health risk to him/herself and/or to others in the school environment and the rationale for the finding. In making that determination, the medical review team shall consider:
  - a. The nature of the risk of the employee's medical condition (how the disease is transmitted);
  - b. The duration of the medical condition (how long is the carrier infectious);
  - c. The severity of the risk of the medical condition (what is the potential harm to third parties); and
  - d. The probability the disease will be transmitted and will cause varying degrees of harm.
2. Whether or not the employee is otherwise qualified to remain in his/her current job. "Otherwise qualified" means that the employee is able to meet all of the job requirements in spite of the employee's medical condition.

All costs of the medical evaluation shall be borne by the Employer.

## **REASONABLE ACCOMMODATION**

Within ten (10) working days of receipt of a medical evaluation report indicating that an employee's current medical condition imposes a substantial health risk to him/herself and/or to others in the school environment or prevents the employee from performing all of the employee's job requirements, the Superintendent shall provide written notification to the employee specifying what action the Board shall take to reasonably accommodate the employee's disabling condition.

Any attempt to reasonably accommodate the employee's disabling condition shall not violate the existing Agreement. Prior to any attempt to reasonably accommodate the unit member's disabling condition, the Board shall seek input from Association representatives. If the proposed accommodation would violate the Agreement, the Board shall meet with appropriate representatives of the Association to negotiate a reasonable accommodation.

An employee found to be a chemical/controlled substance abuser pursuant to the procedures herein shall be required to enter an appropriate rehabilitation program. The Board of Education shall sustain all costs for the first offense and the unit member shall sustain any and all additional costs on future abuse. The unit member who has received treatment shall be required to submit to monthly/random testing so deemed by the Board.

Any dispute regarding whether the Board has made a reasonable accommodation or whether the proposed accommodation is in compliance with the Agreement shall be subject to expedited final and binding grievance arbitration.

## **ELIMINATION OF HEALTH RISK**

Whenever an employee's health is at risk due to possible exposure to a communicable disease, the employer shall take the measures necessary to eliminate the health risk. The Board's actions shall be in compliance with this article of the Agreement.

If elimination of the health risk requires an employee to be immunized, the cost of the employee's immunization shall be borne by the Board.

If elimination of the health risk requires the implementation of a temporary or permanent removal of an employee with a chronic communicable disease or dependency due to chemical/controlled substance abuse, the Board shall comply with the provisions of this Agreement and ORC 3319.13.

## **DISABILITY RETIREMENT**

Subsequent to the determination that temporary or permanent removal of a disabled employee is justified, the Board shall support the employee's application for disability retirement, if the employee elects to make such application.

## **CONFIDENTIALITY**

All reports of suspected carriers or chemical/controlled substance abuse, all aspects of the due

process hearing to determine probable cause for medical evaluation, and all aspects of the medical evaluation shall be treated as "highly confidential." Any report received or rendered during these procedures shall be released only to the Superintendent and the employee. Any discussion of a report by the Board shall be conducted in executive session.

## **EDUCATION**

The Board shall implement education programs for all school employees, students and the school community regarding chronic communicable diseases and their transmission and chemical/controlled substance abuse. The purpose of such programs shall be to reduce irrational fears regarding the diseases and their transmission as well as provide accurate and complete information as to the dangers of chemical/substance abuse within the school environment.

## **TIME LIMITS**

Any of the time limits herein may be extended by mutual agreement.

## **ARTICLE VIII**

### **TEACHING CONDITIONS**

#### **A. TEACHING RESPONSIBILITIES**

1. The Association agrees to uphold the ethics of the teaching profession.

#### **B. CONTRACT YEAR**

1. School Calendar (see attachment) (to be included when adopted)
2. The Pandora – Gilboa contract year (school calendar) will consist of 182 days. Two (2) of these days will be designated as Staff work days; one (1) preceding the official start of the school year and one (1) at the conclusion of the school year. Classes will be dismissed one (1) day for Parent – Teacher Conferences. All scheduled days shall be during the regular work week of Monday through Friday, exclusive of scheduled school holidays. Saturdays and holidays may be scheduled only for the purposes of make-up days when school has been canceled.
3. Teachers who are planning to retire at the conclusion of a school year may opt to do so after the last day of classes in May.
4. The length of the school day shall not exceed seven (7) hours and thirty (30) minutes inclusive of a thirty minute (30) duty free lunch. Each full time teacher shall have the equivalent of at least one full class period per day for planning and conferences or 200 minutes per week. Efforts will be made to provide consecutive, uninterrupted planning time.
5. When weather conditions necessitate alteration of the starting time for the school day, the

Superintendent shall use his/her best judgment in determining the need for a three-hour delay for the start of school. When the Superintendent calls a three-hour delay there shall be a corresponding addition of one (1) hour at the end of the regular school day.

6. Teachers required to return to school beyond the normal school calendar as described above, for services related to the regular school program, shall be paid for each working day according to the current policy in effect for the current school year.
7. All teachers will be notified of their tentative teaching assignments for the next school year by the last day of school for teachers each year.

### **C. WORK DAY**

The starting and ending times shall be designated in the Teacher Handbook. This is not intended to restrict the administration from scheduling periodic (generally this would be defined as monthly) staff meetings that may reasonably extend the regular workday.

### **D. SUBSTITUTES - REGULAR AND EMERGENCY PERIOD SUBSTITUTES**

1. Regular
  - a. When the Administration becomes aware of any absence of any member of the professional staff, the Administration must reasonably attempt to provide a substitute. No substitute shall be required to fill an absence of less than one-half (1/2) day.
  - b. Teachers absent for whom the substitute is paid shall be charged appropriate leave (sick, personal, professional or other) for the period of absence.
2. Emergency Period Substitutes
  - a. In the event no voluntary period substitutes are available, the principal may require a professional staff member to serve as a period substitute so as to provide coverage of all classes.
  - b. If an elementary special subject teacher (art, music, physical education) is absent and no substitute is available, the regular teacher(s) who assume(s) responsibility for a class in lieu of planning time is/are eligible for period compensation.
  - c. Teachers assigned to substitute during planning or conference time shall be paid at .8 of the regular base salary prorated to an hourly rate of pay in increments of six (6) minutes. (Planning time shall be defined as the time when professional staff members do not have assigned responsibility for teaching exclusive of the thirty (30) minutes duty-free lunch.)

## **E. FACILITIES**

The Board of Education shall provide a telephone line to the teacher's workroom.

Any abuse such as using phone while having assigned duty and any increase in long distance calls will constitute reason for removing said phone.

## **F. SUPPLIES**

Each school will be given a budget. The Principal of each school shall meet with his/her staff to inform them of the amount of budget allocated to each school at least one month prior to deadline for submission of purchase orders.

Further, the principal shall discuss with his/her teachers the amounts available for purchase ordering and the procedure for ordering such that each teaching staff will have genuine input into the selection and ordering process. Teachers working with title programs will be excluded from this specific process.

If substitutions of teacher ordered equipment, materials or supplies are to be made, the appropriate teacher(s) will be consulted prior to the placement of such substitute order.

## **G. ADMISSION TO HOME EXTRA CURRICULAR-EVENTS**

Employees of the school district will be permitted entrance to all home extra-curricular events without charge provided such employees work up to two (2) events per year as scheduled by the Athletic Director and/or the affected extra-curricular advisors. Each such employee will comply with the State Auditor's requirement to sign in at the ticket gate or entrance to the event.

## **H. PROFESSIONAL WORK AREA**

A room in the school building will be designated as a professional work room. Each room will be provided and/or equipped with the following:

1. Comfortable seating in good repair
2. At least one (1) computer and printer and a suitable desk and chair for same.
3. Adequate ventilation.
4. One bulletin board for the posting of materials of general or professional concern.
5. Staff will be permitted to supplement each of these rooms with:
  - File cabinet(s)
  - Refrigeration facilities.
  - Microwave oven.

THE ASSOCIATION WILL BE RESPONSIBLE FOR THE CLEANING AND CARE OF THESE SUPPLEMENTS.

## **I. ROOM FUND**

The parties agree that in the event of a financial shortfall in the school budget, that the room fund of \$75 per classroom for the purchase of miscellaneous supplies may be curtailed or not available.

**J. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

Prior to September 1 of each school year, the Association and the Board shall establish a Local Professional Development Committee (LPDC) pursuant to applicable state law (SB230). The committee shall be comprised of three (3) bargaining unit members selected by the Association and two (2) administrative personnel selected by the Board. When reviewing or approving an administrative license, one (1) bargaining unit member shall be removed from the committee and an additional appointee of the board shall be placed on the committee.

The LPDC shall be responsible for all staff professional development including licensure and inservice training programs.

A Chairperson shall be elected by majority vote of the LPDC. A Secretary shall be elected by a majority vote of the LPDC and shall be responsible for committee minutes and will assure the secure storage of the confidential materials used by the LPDC.

Decisions shall be made by a majority vote of the LPDC members present and voting. Three (3) members present shall constitute a quorum of which two (2) shall be bargaining unit members.

Appeals of LPDC decisions shall be made to the LPDC within thirty (30) calendar days of the LPDC appeal hearing.

Each committee member shall be paid twenty dollars (\$20.00) per hour up to a maximum of 25 hours for work performed outside the regular work day.

Training for the LPDC committee members shall be in addition to other professional leave.

**K. Incentive**

If the Pandora-Gilboa School district achieves an overall grade of "Excellent" or an "A" on the State Report Card (or the highest level attainable as determined by the Ohio Department of Education), each member of this contract's bargaining unit will receive a 1% stipend of their salary. This incentive will be paid on the second payroll following the receipt of the Local Report Card from the Ohio Department of Education.

**ARTICLE IX**

**OTHER PROVISIONS**

**A. CONTINUED PERFORMANCE**

The Association agrees that during the term of this Agreement, members of the bargaining unit shall continue in the performance of their duties on all days scheduled in the school calendar which fall within the duration of this Agreement.

**B. WAIVER OF NEGOTIATIONS**

The Board of Education and the recognized teacher organization shall acknowledge that during negotiations resulting in any Agreement, each party had the right, subject to the limitations of the law and this procedure, and the opportunity to make demands and proposals with respect to any matter not removed thereby, and that said Agreement was arrived at by the parties after the exercise of that right and opportunity.

**C. MANAGEMENT RIGHTS**

The Board of Education is vested exclusively with rights of management as defined in Revised Code #4117.08 (C) and shall otherwise retain all the rights, powers, duties, and authority granted by law and the Constitution of the United States and the State of Ohio, and may adopt, rescind, modify, establish, and maintain rules, regulations, and policies as it deems appropriate; provided, however, that such are not in conflict with this Agreement or Chapter 4117 of the Revised Code.

**D. INTERIM BARGAINING**

The failure of the Association to demand interim bargaining over changes in the terms and conditions of employment not previously bargained over or contained in the contract or changes that have an affect or effect on the wages, hours or terms and conditions of employment shall not be construed as a waiver of the Board's obligation to bargain over such otherwise mandatory subjects or a waiver of the Association's right to demand such bargaining.

In such cases, the Association shall have the right to demand interim bargaining over such mandatory subjects.

In the event of an impasse in such interim bargaining, the parties agree that the impasse will be resolved by (a) no implementation of the proposed change(s) which precipitated the interim bargaining, or (b) the issue(s) which remain unresolved will be submitted to binding interest arbitration.

**E. SEVERABILITY**

In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the terms and conditions of this Agreement shall prevail as to that provision, except as may be provided by ORC 4117.10(A) or other relevant provisions of Ohio Revised Code. All other provisions of this Agreement which are

not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

If any provision of this Agreement is found to be contrary to law as determined by any court of competent jurisdiction from whose judgment or decree, no appeal has been taken within the time provided for doing so, such provision shall be null and void. However, the remainder of the Agreement shall remain in full force and effect.

If during the term of this Agreement, there is a change in any applicable state or federal law, valid rule or regulation adopted by a federal agency or any state agency pursuant thereto, which would invalidate any provision of this Agreement or, if during the term of this Agreement, there is a change in any applicable state or federal law, valid rule or regulation adopted by a federal agency or any state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate such substitute and/or additional terms, conditions of employment or working conditions.

#### **F. AMENDMENT**

This Agreement may be altered, deleted from, added to, or otherwise modified only through voluntary mutual consent of both parties in a written signed amendment to this agreement. All requests for amendment and subsequent negotiations following mutual agreement to amend this agreement shall be conducted in accordance with the terms of this agreement except that requests for amendment may be made at any time by either party. All such amendments shall be considered finalized upon ratification by the Board and the Association.

#### **G. DURATION**

This Agreement except as may be otherwise provided herein shall be effective beginning the first day of August, 2012, to the 31st day of July, 2015, both dates inclusive. This Agreement shall be the base from which future negotiations shall proceed. If any item in this agreement is not modified or deleted through future negotiations, it shall be carried forward, automatically, in writing, into each successor agreement.

Nothing in this Agreement shall prohibit the parties, by written mutual agreement between them, to enter into negotiations at an earlier date than indicated in this article.

STATE EMPLOYMENT  
RELATIONS BOARD

2013 DEC 18 A 8: 34

It is the purpose of this Document to set forth the relationship between the Board of Education and the Pandora-Gilboa Education Association, and to set forth an orderly procedure for the consideration and resolution of matters of concern. Thus, the parties do hereby enter into this Agreement on September 21<sup>st</sup>, 2012 by and between the Board of Education of the Pandora-Gilboa Local School District and the Pandora-Gilboa Education Association.

EDUCATION ASSOCIATION

BY: [Signature]  
President

BY: Kim Hammons  
Secretary

BY: [Signature]  
Chairman Negotiating Committee

BY: [Signature]  
-Negotiating Committeeman

BY: Leo Becker  
Negotiating Committeeman

BOARD OF EDUCATION

BY: [Signature]  
President

BY: [Signature]  
Treasurer/Secretary

BY: [Signature]  
Member

BY: [Signature]  
Member

BY: [Signature]  
Member

BY: [Signature]  
Member

BY: [Signature]  
Superintendent

Dated this 21<sup>st</sup> day of September, 2012.

GRIEVANCE PROCEDURE FORM  
STEP

Aggrieved Person, Persons, and/or Association

Address \_\_\_\_\_ Phone \_\_\_\_\_

School \_\_\_\_\_ Principal \_\_\_\_\_

Date Grievance Occurred \_\_\_\_\_ Date of Formal Filing \_\_\_\_\_

Person or Persons to Whom Grievance is Directed \_\_\_\_\_

Initiated at step \_\_\_\_\_

STATEMENT OF GRIEVANCE:

Specific Article Allegedly violated: \_\_\_\_\_

and any other Article that applies: \_\_\_\_\_

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

ACTION REQUESTED: \_\_\_\_\_

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

Have you discussed this with your immediate supervisor?  Yes  No

GRIEVANCE DECISIONS

LEVEL ONE (Formal) Decision & Reasons Therefore \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Administrative Representative

Signature \_\_\_\_\_  
Aggrieved and/or Association Representative \*

LEVEL TWO (Formal) Decision & Reasons Therefore \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Administrative Representative

Signature \_\_\_\_\_  
Aggrieved and/or Association Representative \*

LEVEL THREE (Formal) Decision and Reasons Therefore \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Administrative Representative

Signature \_\_\_\_\_  
Aggrieved and/or Association Representative \*

WHERE DECISION REQUIRES ADDITIONAL SPACE, ATTACH PAGES AS NECESSARY.

\*Signature of the aggrieved and/or Association Representative indicates only receipt and not necessarily agreement with the decision.

**APPENDIX B**

TEACHERS SALARY SCHEDULE 2012-13/2013-14 SCHOOL YEAR

BASE SALARY	\$30,957 0.00%				
YEARS OF EXPERIENCE	BA	BA+15	BA+25	MA	MA15
	0.0425	0.0450	0.0450	0.0500	0.0500
0	\$30,957	\$33,433	\$33,972	\$35,910	\$-
	1.0000	1.0800	1.0974	1.1600	
1	\$32,273	\$34,826	\$35,365	\$37,458	\$-
	1.0425	1.1250	1.1424	1.2100	
2	\$33,588	\$36,220	\$36,758	\$39,006	\$-
	1.0850	1.1700	1.1874	1.2600	
3	\$34,904	\$37,613	\$38,151	\$40,553	\$-
	1.1275	1.2150	1.2324	1.3100	
4	\$36,220	\$39,006	\$39,544	\$42,101	\$-
	1.1700	1.2600	1.2774	1.3600	
5	\$37,535	\$40,399	\$40,937	\$43,649	\$-
	1.2125	1.3050	1.3224	1.4100	
6	\$38,851	\$41,792	\$42,330	\$45,197	\$-
	1.2550	1.3500	1.3674	1.4600	
7	\$40,167	\$43,185	\$43,723	\$46,745	\$-
	1.2975	1.3950	1.4124	1.5100	
8	\$41,482	\$44,578	\$45,117	\$48,293	\$-
	1.3400	1.4400	1.4574	1.5600	
9	\$42,798	\$45,971	\$46,510	\$49,841	\$-
	1.3825	1.4850	1.5024	1.6100	
10	\$44,114	\$47,364	\$47,903	\$51,388	\$-
	1.4250	1.5300	1.5474	1.6600	
11	\$45,429	\$48,757	\$49,296	\$52,936	\$-
	1.4675	1.5750	1.5924	1.7100	
12				\$54,484	\$-
				1.7600	
15	\$46,745	\$50,150	\$50,689	\$56,032	\$56,713
	1.5100	1.6200	1.6374	1.8100	1.8320
20	\$48,061	\$51,543	\$52,082	\$57,580	\$58,261
	1.5525	1.6650	1.6824	1.8600	1.8820
25	\$49,376	\$52,936	\$53,475	\$59,128	\$59,809
	1.5950	1.7100	1.7274	1.9100	1.9320
27	\$50,692	\$54,329	\$54,868	\$60,675	\$61,356
	1.6375	1.7550	1.7724	1.9600	1.9820

## APPENDIX C

### 12-13/14-15 Supplemental Salary Schedules

(based on the percentage of the base salary)

\$ 30,957

Position	Base %	0-5 years (base-%)	6-10 years. (base+1%)	11-15 years (base+2%)
Head Football	18%	\$5,572	\$5,882	\$6,191
Asst. Football	12%	\$3,715	\$4,024	\$4,334
Jr. Hi. Head Football	8%	\$2,477	\$2,786	\$3,096
Jr. Hi. Asst. Football	4%	\$1,238	\$1,548	\$1,857
Head Volleyball	18%	\$5,572	\$5,882	\$6,191
Asst. Var Volleyball	12%	\$3,715	\$4,024	\$4,334
JV Volleyball	12%	\$3,715	\$4,024	\$4,334
Fresh. Volleyball	10%	\$3,096	\$3,405	\$3,715
Jr. Hi. Volleyball	8%	\$2,477	\$2,786	\$3,096
Cross Country	10%	\$3,096	\$3,405	\$3,715
HS Cheerleaders	12%	\$3,715	\$4,024	\$4,334
Jr. Hi. Cheerleaders	8%	\$2,477	\$2,786	\$3,096
High School Musical/Play	8%	\$2,477	\$2,786	\$3,096
Set Director	2%	\$619	\$929	\$1,238
Junor High Play	5%	\$1,548	\$1,857	\$2,167
Head Boys Track	12%	\$3,715	\$4,024	\$4,334
Asst. HS Track	8%	\$2,477	\$2,786	\$3,096
Head Girls Track	12%	\$3,715	\$4,024	\$4,334
Boys Jr. Hi. Track	6%	\$1,857	\$2,167	\$2,477
Girls Jr. Hi. Track	6%	\$1,857	\$2,167	\$2,477
Head Soccer	12%	\$3,715	\$4,024	\$4,334
Head Baseball	12%	\$3,715	\$4,024	\$4,334
Asst. Baseball	8%	\$2,477	\$2,786	\$3,096
Head Softball	12%	\$3,715	\$4,024	\$4,334
Asst. Softball	8%	\$2,477	\$2,786	\$3,096
Head Boys Basketball	18%	\$5,572	\$5,882	\$6,191
Asst. Var. B Basketball	12%	\$3,715	\$4,024	\$4,334
JV B Basketball	12%	\$3,715	\$4,024	\$4,334
Fresh. BBK	10%	\$3,096	\$3,405	\$3,715
Jr. Hi. BBK	8%	\$2,477	\$2,786	\$3,096
Head Girls Basketball	18%	\$5,572	\$5,882	\$6,191
Asst. Var. G Basketball	12%	\$3,715	\$4,024	\$4,334
JV G Basketball	12%	\$3,715	\$4,024	\$4,334
Fresh. GBK	10%	\$3,096	\$3,405	\$3,715
Jr. Hi. GBK	8%	\$2,477	\$2,786	\$3,096
Athletic Director	20%	\$6,191	\$6,501	\$6,811
Senior Class Advisor	6%	\$1,857	\$2,167	\$2,477
Junior Class Advisor	6%	\$1,857	\$2,167	\$2,477
Soph. Class Advisor	3%	\$929	\$1,238	\$1,548
Fresh. Class Advisor	2%	\$619	\$929	\$1,238
Computer Lab(1 position)	3%	\$929	\$1,238	\$1,548
Mentor	flat rate	\$500	\$500	\$500
Spanish Club Advisor	3%	\$929	\$1,238	\$1,548
Quiz Bowl HS	5%	\$1,548	\$1,857	\$2,167
Quiz Bowl MS	5%	\$1,548	\$1,857	\$2,167
NHS	3%	\$929	\$1,238	\$1,548

Student Council	5%	\$1,548	\$1,857	\$2,167
Hazardous Waste	1%	\$310	\$619	\$929
Band Director	12%	\$3,715	\$4,024	\$4,334
Vocal Director	10%	\$3,096	\$3,405	\$3,715
Yearbook (during S. day)	4%	\$1,238	\$1,548	\$1,857
Extended Days:				
HS Guidance-15 days				
Librarian-10 days				

PANDORA-GILBOA LOCAL SCHOOLS

PROFESSIONAL LEAVE

APPLICATION  
(FILE IN DUPLICATE)

Employee Name \_\_\_\_\_ Date \_\_\_\_\_

Building \_\_\_\_\_

Request Profesional Leave Beginning \_\_\_\_\_ A.M/.P.M.

Month	Day	Year	And Ending	Month	Day	Year
-------	-----	------	------------	-------	-----	------

Purpose of Leave \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Professional Staff Member

\*\*\*\*\*

\_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

Reason if Disapproved:

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

\*\*\*\*\*

\_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

Reason if Disapproved:

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

\*\*\*\*\*

Number of Miles Traveled \_\_\_\_\_ @ Current IRS = \_\_\_\_\_ Travel Reimb.

Date Payment O.K.'d \_\_\_\_\_  
\_\_\_\_\_  
Superintendent

**PANDORA GILBOA LOCAL SCHOOL DISTRICT  
CERTIFIED APPLICATION FOR LEAVE**

Name \_\_\_\_\_

Today's Date \_\_\_\_\_

Date(s) of Leave \_\_\_\_\_

Total Number of Days \_\_\_\_\_

Type of Leave:

\_\_\_\_\_ Sick Leave

Explanation: \_\_\_\_\_

\_\_\_\_\_ Restricted Personal Leave

Explanation: \_\_\_\_\_

\_\_\_\_\_ Unrestricted Leave

\_\_\_\_\_ Vacation

\_\_\_\_\_ Professional Leave (Please answer questions at bottom of sheet)

Explanation: \_\_\_\_\_

\_\_\_\_\_ Dock

Explanation: \_\_\_\_\_

\_\_\_\_\_ Jury Duty

\_\_\_\_\_ Field Trip

\_\_\_\_\_ Extended Absence

Explanation: \_\_\_\_\_

I certify that the above is true, correct and complete. Falsification of any part of this record, or failure to file, constitutes grounds for termination. (RC.3319.141)

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

Principal's Signature \_\_\_\_\_

Leave Approved

Date \_\_\_\_\_

Leave Denied

Professional leave is limited to three (3) days unless prior approval is obtained from the Board of Education.

Is the Board of Education approval required? Circle One. Yes No

Superintendent's Signature \_\_\_\_\_

Leave Approved

Date \_\_\_\_\_

Leave Denied

**APPENDIX F**

**SEVERANCE BENEFICIARY FORM**

I, \_\_\_\_\_, designate the following beneficiary(ies) for receipt of payment of any severance benefits under this agreement in the event of my death. I understand that, in the absence of a designation, the severance payment would be made to the fiduciary of my estate. I hereby designate as the primary beneficiary(ies) the following person(s):

<b>NAME</b>	<b>RELATIONSHIP</b>	<b>ADDRESS</b>	<b>PHONE #</b>	<b>PERCENTAGE</b>
-------------	---------------------	----------------	----------------	-------------------

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(Total for all beneficiary(ies) should equal 100%)

In the event one of the foregoing precede me, I hereby designate as secondary beneficiary(ies) the following person(s):

<b>NAME</b>	<b>RELATIONSHIP</b>	<b>ADDRESS</b>	<b>PHONE #</b>	<b>PERCENTAGE</b>
-------------	---------------------	----------------	----------------	-------------------

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(Total for all beneficiary(ies) should equal 100%)

I understand that it is incumbent upon me to keep the Treasurer informed of current addresses and telephone numbers of all beneficiary(ies) named by me so that they may be contacted without undue delay or difficulty in the event of my death.

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

\_\_\_\_\_  
Employee

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

\_\_\_\_\_  
Spouse's Signature

It is the purpose of this Document to set forth the relationship between the Board of Education and the Pandora-Gilboa Education Association, and to set forth an orderly procedure for the consideration and resolution of matters of concern. Thus, the parties do hereby enter into this Agreement on September 21<sup>st</sup>, 2012 by and between the Board of Education of the Pandora-Gilboa Local School District and the Pandora-Gilboa Education Association.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

BY: [Signature]  
President

BY: [Signature]  
President

BY: [Signature]  
Secretary

BY: [Signature]  
Treasurer/Secretary

BY: [Signature]  
Chairman Negotiating Committee

BY: [Signature]  
Member

BY: [Signature]  
Negotiating Committeeman

BY: [Signature]  
Member

BY: [Signature]  
Negotiating Committeeman

BY: [Signature]  
Member

BY: [Signature]  
Member

BY: [Signature]  
Superintendent

Dated this 21<sup>st</sup> day of September, 2012.