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Port Clinton Federation of Teachers

Master Agreement

Effective:

July 1, 2013 – June 30, 2016

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ARTICLE I
RECOGNITION

Section 1. RECOGNITION

- A. Port Clinton Board of Education recognizes the Port Clinton Federation of Teachers, affiliated with the Ohio Federation of Teachers, The American Federation of Teachers, and the AFL-CIO as the sole and exclusive representative for all members of the bargaining unit, which includes all full time and regular part time certificated employees, including substitutes after the 60th consecutive day of employment to one specific teaching position. Positions not covered include administrative and supervisory personnel, substitutes with less than 60 consecutive days, special and general education tutors, permanent building substitutes, and psychologist. The term of recognition shall be continuous unless the PCFT is removed or replaced as representative in accordance with the provisions of Chapter 4117 O.R.C. For the purpose of this Article, administrative and supervisory personnel shall include any employee now or hereafter placed on administrative salary schedule and required to have a certificate under O.R.C. 3319.02. In all other sections of the contract, licensed and certified staff shall be viewed as synonymous.
- B. The Board shall not negotiate or bargain with any individual or group of individuals the conditions, provisions, terms, or applications of this agreement, unless duly authorized by Port Clinton Federation of Teachers.
- C. Upon reasonable request, the Board shall make available to the Port Clinton Federation of Teachers the following information. The Port Clinton Federation of Teachers will pay the cost of reproducing this information, beyond one copy.
1. Form 4502 - July/June fiscal year report
 2. Annual appropriations measures, official
 3. Amended official certificate of estimated resources
 4. January budget request
 5. Training and experience grid
 6. Other budget information which is public record
 7. Form SF-12
- D. During the term of this agreement, neither party shall unilaterally change or amend any of its provisions. If either party desires to change or modify any of its provisions, that party shall notify the other in writing **and file a Notice to Negotiate with the State Employment Relations Board**. A meeting to discuss such possible changes shall be set at the parties' convenience.
- E. In the event that change in the agreement is required because of new or amended statutes, federal law, federal regulation or court decisions having jurisdiction over the Port Clinton School District representatives of the Port Clinton Federation of Teachers who are full time employees of the Port Clinton Board of Education and the Board of Education, or its designated representatives who are full time employees of the district, shall meet to **negotiate** the changes and its implementation. If the parties fail to reach agreement on such changes, by the date mandated, the Board reserves the authorization granted by law to make all required changes in this agreement provided that such action by the Board shall not preclude further discussion of such required change. **The Board of Education shall not be required to negotiate or meet to discuss on any subject for whom the General Assembly has specifically prohibited from negotiations.**

- F. During the term of recognition as set forth in sub-section "A" above, no individual, group of individuals, or any organization may challenge the PCFT for representation rights for the teachers' bargaining unit, or no representation, except as to the procedures provided by Ohio Revised Code Chapter 4117 and the State Employment Relations Board.
- G. Herein this agreement, any reference to "day" or "days" for the purpose of timelines and procedures shall refer to CALENDAR days, unless otherwise specified.
All previous Memorandum of Understandings and/or past practices that were in effect under any prior agreement shall expire with the effective date of this successor agreement, unless specifically incorporated herein.

Section 2. EXCLUSIVITY

All of the rights and privileges granted to the PCFT by this Agreement shall be exclusive of any other organization which may be eligible to challenge the PCFT as representative of the bargaining unit under the provisions of ORC 4117.

Section 3. MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitation, all powers, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, except as altered by the provisions of this Contract.

The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio Statutes.

Section 4. BOARD POLICY BOOK

- A. During the term of this agreement the Board of Education shall not adopt any policy, rule or regulation which shall rescind, amend or otherwise modify or circumvent the terms of said agreement.
- B. Copies of all Board Policy shall be made available electronically on district web page.

Section 5. PRINCIPLES OF NEGOTIATIONS

- A. The Board of Education of the Port Clinton City School District, hereinafter referred to as the "Board", and the Port Clinton Federation of Teachers, Local 3217, hereinafter referred to as "PCFT", state that the purpose of the procedures established herein is to provide a means for harmonious and cooperative relationships between the Board and the certificated employees through collective negotiations, and to protect the public and the welfare of Port Clinton school children by assuring orderly operation of the public school system. For and in aid of that purpose, the principles stated in succeeding sections of this document shall govern the negotiation process between the Board and PCFT.

- B. It is recognized and agreed that the Board of Education is an official body duly elected by the community to discharge its authority as defined by the laws of this State, and statements within this document shall not be construed to prevent the Board from complying with its duty.
- C. "Good Faith" negotiation, as provided for by this document includes, but not by way of limitation, reasonable positions on bargainable issues, and indicated willingness to reach an agreement thereon; setting forth, evaluating or agreeing to proposals with sound, professional consideration; a search for counter proposals to proposals not accepted; but does not compel either party to agree to a proposal or require the making of a concession. However, breach of existing agreements, breach of tentative agreement, making unexplained changes in position, raising new and additional issues calculated to avoid the reaching of an agreement, or violating any of the principles or procedures of this document shall constitute a breach of "Good Faith".
- D. Representatives of the Board and PCFT shall participate in negotiations freely and without fear of penalty, sanction, reprisal, or recrimination.
- E. The president of PCFT shall serve upon the Board in writing the names and addresses of the officers of PCFT annually by October 1.

Section 6. SUBJECTS OF NEGOTIATION

Representatives of the Board and PCFT will negotiate in good faith a professional salary schedule, fringe benefits and such other terms and conditions of employment as has been the practice in prior years.

Section 7. REQUESTS FOR NEGOTIATION

- A. If either of the parties desires to negotiate changes in salaries or other terms and conditions of employment which are within the authority of the Board to resolve, it shall notify the other party in writing no later than three months, and not earlier than four months, prior to the expiration date of any agreement or understanding reached pursuant to the terms of this negotiating procedure. Notification in writing from PCFT shall be served upon the Superintendent. Notification in writing from the Board shall be served upon the President of PCFT.
- B. Within fifteen days after receipt of such notice, an initial meeting will be held at which time the parties shall submit in writing their proposals. It is the responsibility of PCFT to notify SERB when negotiations are to begin.
- C. Proposals shall in form and detail specify that to which agreement is sought. Topical listings of items proposed for negotiation ("laundry lists") shall constitute a clear failure of compliance with this requirement and may be disregarded. Should Interest Based Bargaining be used, PCFT and the Board of Education will draft ground rules together. Issues will be exchanged at the initial meeting.
- D. The items proposed shall constitute the total for negotiations. The remaining items of the then current contract shall remain in force and effect, and shall be part of any successor agreement.

Section 8. NEGOTIATION MEETINGS

- A. Negotiation meetings shall be scheduled at the request of the parties and, until negotiations are concluded, either party may require at each meeting a decision on the date, time and place of a subsequent meeting.
- B. Meetings shall be scheduled at reasonable intervals, places and times to avoid, as nearly as is practicable, conflict and interference with school and employment schedules.
- C. Negotiation meetings shall be closed to the press and the public.
- D. Either party may recess for caucuses of reasonable length at any time.
- E. Minutes of meetings shall be kept by each party only if it deems necessary, and only in such form and detail as it may determine advisable.

Section 9. REPRESENTATION

Representation at negotiation meetings shall be limited to five representatives of PCFT and the Board of Education, freely chosen by each party.

Section 10. ASSISTANCE AND STUDY COMMITTEES

- A. Either party may call upon professional and lay persons to consider and make suggestions concerning matters under discussion.
- B. The negotiating teams may, by mutual agreement, create joint study committees which have specific purposes, duties and deadlines. Such committees shall meet outside the negotiations procedures and have recommendation powers only to the Superintendent and PCFT.

Section 11. INFORMATION

The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the district and such other information to assist the parties in the development and evaluation of proposals.

Section 12. NEWS RELEASES

Neither party shall make a release to the news media regarding negotiations so long as good faith negotiations are in progress. A courtesy copy of written releases concerning negotiations given to news media or to the public by either party shall be provided to the other party.

Section 13. AGREEMENT

- A. Tentative agreement on negotiated items shall be reduced to writing and initialled by the representatives of each party, but such initialling shall not be final agreement.

- B. The purpose of "tentative agreements" is to develop a package that will be submitted to the teachers for ratification and the Board for approval. Initialing the tentative agreements shall be done in "good faith".
- C. When all items have been removed from the table, either through "tentative agreements" or withdrawal by the proposing party, the negotiating teams shall recommend approval to the Board of Education and PCFT for their approval.
- D. Final agreement shall be reached when the teachers ratify the final negotiated package and it is approved by the Board of Education at a meeting in accordance with Ohio Revised Code Section 3313.33. The Board shall make the necessary arrangements for a regular or special meeting on the final negotiated package in compliance with ORC 3313.33, which meeting will be held within fifteen (15) days after the teachers have voted to ratify the final negotiated package.

Section 14. DISPUTE RESOLUTION

- A. If agreement is not reached within sixty days following commencement of negotiations, either party may at any time thereafter request the employment of a mediator, and the cost, if any, of such mediating services shall be shared equally by the Board and PCFT. However, if after sixty days from the commencement of negotiations, should either party request that negotiations be extended before mediation, and if both parties mutually agree to do so, negotiations before mediation will be extended up to thirty additional days, making a total number of days for any one negotiating session ninety days from the date of the initial meeting.
- B. The mediator shall be supplied by the Federal Mediation and Consultation Service provided that such service is available. In the event that the services of a federal mediator cannot be provided, the mediator shall be selected by the alternate strike method from a list of nine proposed mediators from the American Arbitration Association.
- C. The Board agrees that the aforementioned FMCS shall supersede all other dispute settlement procedures contained in Chapter 4117.14 O.R.C. The Board further agrees that the members of PCFT have the right to strike under the procedures of 4117.14 O.R.C.

Section 15. CONFLICT WITH STATE LAW

If any portion of this Master Agreement conflicts with State law, the provisions of this Agreement shall govern, unless the General Assembly has enacted a law which prohibits the parties from entering into an agreement that conflicts with State law.

ARTICLE II
DUES DEDUCTION

Section 1. PAYROLL DEDUCTIONS

- A. The Board will provide payroll deduction for PCFT dues in equal amounts, as designated by the teacher from each pay check of October, November, and December, and January, or each pay check of October through July. Teachers desiring payroll deduction for PCFT dues shall give a signed statement to the Treasurer authorizing deductions to be made.
- B. Payroll deduction of dues for PCFT membership shall be automatically renewed and continuous from year to year unless the Board Treasurer is notified by the teacher pursuant to Section 9.41 Revised Code, that he/she wishes to discontinue deduction of dues.
- C. The PCFT will notify the Treasurer by September 1 of any changes in the amount of dues and/or fees to be deducted effective in October of that year.
- D. All members of the bargaining unit who choose not to become members of PCFT shall pay, as a condition of employment, a legally chargeable agency (fair share) fee to PCFT. The fair share fee shall be subject to O.R.C. 4117.09 (C), and shall not exceed the membership dues. The payroll deduction of this fee by the Board shall not require written authorization from the individuals who choose agency fee status.
- E. PCFT shall indemnify and hold the Board and any of its agents harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of, action taken by the Board for the purpose of complying with any of the provisions hereof.
- F. Credit Union
The Board shall provide payroll deduction for payment to the Commodore Perry Federal Credit Union. Such deductions shall be in accordance with the Credit Union regulations.
- G. Charities
Upon request the Board shall make payroll deductions for "United Way" in the amount stated in writing by the teacher.
- H. Annuities
Upon request the Board shall make payroll deduction for annuities. It shall be the responsibility of the teacher to provide the Treasurer with copies of essential data. Staff shall conform to guidelines as outlined in Board Administrative guideline 6520 available electronically through district website.
- I. Taxes
The Board shall make payroll deductions for payment of State, Federal, and State Income Tax and the Income Tax for the City to which the teacher is responsible.
- J. Upon written authorization signed by the bargaining unit member, the Board's Treasurer shall make deductions from his/her paychecks for contributions to the **Ohio Federation of Teachers Committee on Political Education (COPE)**. **Such contributions shall be deducted in equal amounts twice a month.** Said deductions shall be automatically renewed and continuous from year to year unless the Board

Treasurer is notified by the teacher that he/she wishes to discontinue deductions for COPE. **The deductions shall be forwarded to the Ohio Federation of Teachers on behalf of the PCFT. A copy of the check and a list of those who were deducted from shall be forwarded to the PCFT Treasurer.**

- K. The Board of Education will not make any adjustments in the payroll deductions of any member of the bargaining unit, other than those required by law, without authorization from the individual.

Section 2. EMPLOYEE INFORMATION

The Board shall supply the PCFT monthly, a list of those members from whom dues deductions have been made.

Section 3. CANCELLATION OF PAYROLL DEDUCTIONS

- A. The Board Treasurer will provide the PCFT Treasurer with a copy of the teacher's written notice of cancellation of dues deduction for PCFT membership before it becomes effective.
- B. An employee who discontinues his/her dues deduction automatically becomes liable for payroll deduction of the Fair Share (Agency) Fee in Section 1-B, unless the PCFT Treasurer certifies that the employee has paid the PCFT dues in full.

ARTICLE III **COMMUNICATION AND MEETINGS**

Section 1. UNION REPRESENTATIVES

- A. The Federation members in each building shall have the right to choose one or more representatives in accordance with PCFT regulations. If more than one representative is chosen, one shall be designated as Chairman, to whom the principal shall communicate decisions.
- B. The Federation shall keep the Principal advised of the names of the Union representatives and chairmen in his building. Similar notification shall be given to the Superintendent of Schools.

Section 2. UNION ACTIVITIES

- A. A bulletin board shall be provided in the teachers' lounge at PCFT expense, on which the Union shall post notices and materials. The Federation Building Representative, or his/her designee, shall have the exclusive right and responsibility for posting and removing Union notices. The Union shall have the right to use the school mail and email. The Building Union Representative shall have the right to reasonable use of the school telephone during his/her unassigned time in order to carry out his/her official Union responsibilities. No toll calls shall be made at the expense of the BOE.
- B. The Building Representative shall have the right to schedule Union meetings before or after the designated school day and during the lunch time of the employees involved while the building is regularly open.

- C. The President of the Union or his/her designee shall have the right to visit a school for any purpose relating to these Articles during the President's or his/her designee's unassigned time.
- D. Whenever conferences or meetings are scheduled by the Superintendent during working hours, those teachers who are requested by the Superintendent or authorized by the terms of this Agreement to participate in such conferences or meetings shall suffer no loss of pay.
- E. The Superintendent of Schools and his/her administrator(s) shall meet at least once a month with not more than five (5) representatives of the PCFT to discuss matters of mutual concern, if requested to do so in advance. The PCFT/Superintendent shall notify the Superintendent/ PCFT no later than three work days prior to the meeting of the agenda items to be discussed.
- F. A building principal shall meet monthly, if requested in advance to do so, with the PCFT representative(s) from his/her building on a mutually agreed date and time.

ARTICLE IV
TEACHING CONDITIONS

Section 1. TEACHER WORK DAY

- A. At the high school and middle school, the time a teacher will be required to be on duty shall be for seven and one-half (7 ½) hours beginning at 7:45 A.M. and extending to 3:15 P.M., except as provided in Article IV, Section 5, Faculty/Department Meetings. **Beginning with the 2014-15 school year the high school and middle school, the time a teacher will be required to be on duty shall be for seven and one-half (7 ½) hours between the hours of 7:15 A.M. and 3:45 P.M., except as provided in Article IV, Section 5, Faculty/Department Meetings.**
- B. At the elementary schools, the time a teacher will be required to be on duty shall be for seven and one-half (7 ½) hours beginning at 7:30 A.M. and extending to 3:00 P.M., except as provided in Article IV, Section 5, Faculty/Department Meetings. The agreed upon language does not allow for the instructional school day to be extended without being negotiated. **Beginning with the 2014-15 school year for Bataan Memorial Primary and Intermediate, the time a teacher will be required to be on duty shall be for seven and one-half (7 ½) hours between the hours of 7:15 A.M. and 3:45 P.M., except as provided in Article IV, Section 5, Faculty/Department Meetings.**
- C. The above time shall include a thirty (30) minute uninterrupted lunch period.
- D. Requests for classes to be outside established student instructional day shall be submitted to PCFT Executive Council and agreed upon by both the executive council and the teacher(s) of the class(es) involved.

Section 2. EMERGENCY SCHOOL CLOSING

When it becomes necessary to close schools, teachers will be notified through the local media, WFRO, WLEC, and **other electronic means.**

Section 3. SCHOOL FACILITIES

- A. No teacher shall be responsible for the loss or damage of school property when such loss or damage is not the result of the teacher's negligence.
- B. Teachers will work under safe and healthful conditions.
- C. Upon completion of the building request form, the PCFT shall be able to meet within the school without cost, under circumstances that will not interfere with the instructional program, and when a custodian is on duty.

Section 4. GENERAL FACULTY/DEPARTMENT MEETINGS

- A. Administration may hold mandatory meetings with staff after student dismissal for professional development, OTES meetings, grade level meetings, staff meetings or other meetings related to enhancing academic performance for up to 60 minutes beyond student dismissal up to 18 times per year. The maximum number of meetings shall not exceed one per week. The administration will provide three work days' notice before meetings may be held.
- B. Department meetings shall be held quarterly. Two of the department meeting may occur at the district wide in-service days. Attendance at department meetings is mandatory. Two of the department meetings shall be specific to grades 9-12 and 6-8. The other two meetings shall include the entire 6-12 department. The department chairperson shall attend all department meetings and prepare agendas and attendance sheet to be turned into their building principal or supervisor. In the event of an emergency where a member cannot attend the department meeting, advance notice shall be provided to the building principal and department chair.

Section 5. CLASS SIZE

- A. The maximum class size for Kindergarten through Grade 2 shall be twenty-three students.
- B. The maximum class size for grades 3 through 4 shall be twenty-six students.
- C. The maximum class size for grades 5 through 8 shall be twenty-eight students and grades 9 through 12 shall be thirty students.
- D. If a class size is exceeded an affected teacher shall have the option of additional hours per week of aide time for each student over the maximum (aide time provided under this section is in addition to the time provided under Article X, Section 1,B). The teacher affected may choose to receive a lump sum payment of \$75 for each student over the prescribed maximum class size per semester (prorated per student per trimester as long as PCMS remains on trimesters). Said payment will be made at the conclusion of the school year to the affected teacher.
- E. Class size will be recalculated the first week of each semester (trimester for PCMS) with adjustments being made to the teacher aide schedule reflecting changes in class sizes within each building. An aide will be reassigned only if a decrease in enrolment has occurred in a classroom assigned an aide, and an

increase has occurred in another classroom. The aides' working hours will continue unchanged and total aide time per building will remain the same throughout the school year.

- F. All state standards shall apply to special education classes and vocational programs. In the event these standards are exceeded, the affected teacher shall become eligible for an additional hour per week of aide time for each student over the maximum.
- G. All classes or courses that require special equipment or stations, such as shops and laboratory courses, shall be limited to the number of stations.
- H. The above class size maximum shall not apply to homeroom, study hall, music and physical education.
- I. Effective with the 1988-89 school year, specialists shall teach art, music and physical education classes in grades K through 8. If a specialist is absent and a certified substitute teacher is unavailable, the classroom teacher shall be responsible for instruction of the specialist's class at the negotiated sub rate. The classroom teacher may follow specialist plans or continue instruction in regular classroom.
- J. There shall be employed at least one elementary guidance counselor for each building.
- K. In grades K-5, there shall be employed at least one nurse per each 1000 students.

Section 6. TEACHER CONTRACT DAYS

The required number of teacher contract days for all teachers in the bargaining unit as hereafter provided, shall be 184 days. Teachers new to the Port Clinton City School District may be required to serve unpaid additional days for the purpose of orientation.

Section 7. PREPARATION TIME

- A. All teachers in grades 6 through 12 shall have one period of preparation daily. The remainder of the teacher's day may be used by the administration for professional activities (i.e. IEP meetings, grade level meetings...).
- B. All teachers in grades K-5 shall have preparation time daily including the time his/her students are with the art, music, and/or physical education specialists. The elementary teachers shall receive 210 minutes inside the student day per week for planning purposes. The remainder of the day may be used for grade level, collaboration and IEP meetings.
- C. Teachers are not expected to be in the library during their student's library time.
- D. With the emergence of technology, the district has provided a Technology Director to provide supplemental instruction in the use of technology for students and staff alike. When students are in the lab receiving instruction from the Technology Director, the classroom teacher will actively participate throughout the period of instruction.
- E. Part-time teachers shall have preparation time in an amount equal to their part-time as it bears to full time.

- F. "Preparation time" means scheduled time not including the lunch period, to be used at the teacher's discretion, for planning, preparation, and conferences with staff, students and parents. Teachers are permitted to leave the building during their lunch period.
- G. Teachers shall only leave the building during their preparation time if they are conducting emergency or school business. Teachers must attempt to notify the building principal, and must sign out and sign in, and give appropriate reason including destination (Appendix J). A violation of this procedure shall be dealt with according to Article IV, Section 13 Progressive Discipline Procedure.

Any teacher with more than the minimum allotted planning time may be assigned duties equal to the amount of time above established minimums. Duties may not include administrative responsibilities that require an administrative license.

- H. No teacher may be assigned duty during a scheduled preparation period without the principal first doing one of the following:

1. assigning an aide to the duty;
2. seeking a teacher volunteer to be paid at the hourly rate.

If a sufficient aide or volunteer are not available, the building principal shall have the right to appoint a teacher. If appointed, the teacher shall be paid the hourly rate and shall not be assigned duty beyond thirty (30) minutes.

- I. The Senior High Athletic Director shall have at least two periods of release time to perform the duties of Athletic Director.
- J. The Middle School Athletic Director shall have at least one period of release time to perform the duties of Athletic Director.

Section 8. MAINTENANCE OF CERTIFICATES

As a condition of reemployment, all members of the bargaining unit shall maintain all teaching certificates in the areas in which they are actually teaching. It shall be the responsibility of each member to apply and qualify for the renewal of any certificate, and to file such certificate with the Treasurer.

Section 9. SCHOOL LIBRARIES

School libraries shall be open for teacher(s) use no later than the second day of the school year and for classroom use the second week of the school year. School libraries will be closed no more than **one** week prior to the conclusion of the school year.

Section 10. I.E.P. WRITING FOR RIS AND SPEECH THERAPISTS

Intervention Specialists and Speech Therapists shall be granted release time for writing IEP's or testing **based upon caseload in the given school year. Teachers are not required to be in their assigned building for their release time for the purpose of writing IEP documents.**

Release time shall be based on the following caseloads:

1 – 10 students on caseload = 1 day professional leave or 1 work day paid at hourly rate.

11+ students on caseload = 2 days professional leave or 2 work days paid at hourly rate.

The Intervention Specialist and Speech Therapists shall be granted release time or compensation for work done outside the school day. The compensation shall be computed by multiplying the teacher work day times the hourly rate in effect in the Master Agreement. The teacher may determine when IEP documents will be written and must communicate his/her plan with building administration prior to completing the IEP documents.

Section 11. PROGRESSIVE DISCIPLINE PROCEDURE

- A. No employee shall be disciplined except for cause.
- B. Bargaining unit members will proceed through the progressive steps based on infractions of a continuing and related nature. Disciplinary action shall be commensurate with the bargaining unit member's offense and normally shall be progressive in nature. The Board and PCFT recognize that some more severe offenses may be dealt with on a more serious basis, with appropriate disciplinary action, including the possibility of suspension without pay of a multiple number of days for the first offense.
- C. A bargaining unit member may be disciplined for violations of rules and regulations in the faculty handbooks, treasurer's handbook, as well as violations of the Collective Bargaining Agreement, Board Policies, Administrative Directives and other mutually agreed upon items between the PCFT and Board. Discipline shall be imposed in the following progression:
 - 1. Verbal Warning
 - 2. Written Reprimand(s)
 - a. 1st b. 2nd c. 3rd within a 36 month period
 - 3. Suspension without Pay for 1 day @ daily rate
 - 4. Suspension without Pay for 2 to 5 days @ daily rate
- D. A bargaining unit member shall be notified by an administrator, either verbally or written, of a discipline disposition no later than five (5) work days after the administrator knew or should have known of the offense. All written notices of discipline shall be copied to the PCFT President at the time of issuance. Before suspending a bargaining unit member without pay, the Superintendent/designee shall provide the bargaining unit member with a written Loudermill notice of violation(s) and a meeting within 72 hours of the notice. A bargaining unit member receiving a written reprimand shall have five (5) work days to schedule a conference with administrator issuing the reprimand.
- E. At any discipline meetings and/or conferences, a bargaining unit member shall have the right to have only PCFT representation present.
- F. Verbal warnings shall not be subject to the grievance procedure. Suspensions without pay shall be initiated at Level Three of Article V.

- G. All disciplinary dispositions will be kept in a confidential discipline file at the Port Clinton Board of Education's office. **The confidential discipline file shall be maintained in accordance with Ohio's Public Records law.** Disciplinary actions against a bargaining unit member shall be expunged 36 months from the date of the discipline, if no further related incidents occur.
- H. Nothing herein shall be construed as limiting the Administration's authority to report suspected criminal activity or abuse as defined by ORC 2151.421.

ARTICLE V GRIEVANCES

Section 1. GRIEVANCES

- A. A grievance is a claim of violation, misinterpretation or misapplication of the provisions of this Agreement **and any executed Memorandum of Understanding between the parties.**
- B. An "aggrieved" is the person or persons within the teachers' bargaining unit making the claim.
- C. The limits in days under each Section of this Procedure shall exclude weekends and school holidays. The number of days indicated at each level shall be considered as maximum and reasonable effort should be made to expedite the process. The time limits may be extended by mutual consent, in writing, by both parties.
- D. At each level of the formal grievance procedure, PCFT shall indicate, on forms provided by PCFT, those authorized by PCFT as grievance representatives at that level.

Section 2. PROCEDURE

Grievances shall be presented in accordance with the procedures outlined as follows:

- A. Informal Procedure:

The aggrieved, the PCFT Building Representative, or both, shall first discuss the matter with the administrator concerned with the objective of resolving the matter informally. When taking this step in the grievance procedure, the aggrieved and/or the PCFT Building Representative will tell the administrator that the conversation is the informal step of the grievance procedure.

- B. Formal Procedure:

Level One: If the matter is not resolved informally, the grievance, if authorized by the PCFT Building Representative, shall be submitted in writing to the administrator being grieved against. If such grievance is not filed within thirty (30) days following the act or condition upon which said grievance is based, become known to the aggrieved or should have become known upon aggrieved's exercise of reasonable diligence, the grievance shall no longer exist.

The administrator shall within five (5) days after receiving the grievance give the aggrieved person his/her written answer, with a copy to the PCFT Building Representative and the PCFT President.

Level Two: Within five (5) days after receipt of the written answer required in Level One, the grievance may be referred in writing to the Superintendent. The Superintendent shall within five (5) days after receipt of the grievance, meet with the aggrieved and PCFT's authorized representatives. Within five days after such meeting the Superintendent will give the aggrieved, the appropriate administrator, and the PCFT President his/her written answer.

C. Board Level:

After receiving the decision of the Superintendent, the Aggrieved or the PCFT may choose, within five (5) days and prior to submitting the grievance to the PCFT Executive Council, to submit the grievance to the Board of Education. At the next meeting of the Board following such submission, the members of the Board and the aggrieved shall meet in executive session to openly discuss the matter of the grievance and any possible resolutions. If no resolution is reached within five (5) days of the next Board meeting, the aggrieved or the PCFT may submit the grievance to the PCFT Executive Council. Within ten (10) days, the Executive Council shall decide whether or not to submit the grievance to Level Three.

D. Level Three:

1. The PCFT Executive Council shall notify the Board immediately that arbitration will take place, and also notify the American Arbitration Association no sooner than five (5) nor more than seven (7) days following the Committee's notification to the Board, requesting a list of seven (7) possible arbitrators who have had experience in resolving school issues within the past five (5) years. Within five (5) days after receiving the list of seven (7) arbitrators, the two (2) parties shall meet and by alternately striking names from the list, arrive at a selection.
2. The arbitrator shall be the person whose name remains on the list after six (6) names have been struck. A coin shall be tossed to determine who shall strike first. The parties shall meet with the arbitrator at the earliest possible date after he/she has been selected.
3. The parties shall provide the arbitrator with the proper materials and information for the arbitration process.
4. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Master Agreement or to make any decision contrary to law.
5. The cost of such arbitration action shall be shared equally by the Board and PCFT. Each party shall retain the right to withdraw at any point in the proceedings, and in so doing shall affirm the other party's position in the grievance and shall bear the entire cost of the arbitration. The decision and awards of the arbitrator shall be binding on the parties.

Section 3. REPRESENTATION IN GRIEVANCE PROCEDURES

- A. The aggrieved shall have a representative(s) present at any stage of the formal grievance procedure. Such representation shall be with approval of PCFT. **An aggrieved is prohibited from bringing a personal attorney or representative to any stage of the formal grievance procedure without 48 hour prior notification given to the Superintendent.**
- B. No aggrieved person, at any stage of the formal grievance procedure, will be required to meet with any administrator without PCFT representation.

Section 4. INVOLVEMENT WITH HIGHER AUTHORITY

If a grievance arises from the action of authority higher than the Principal of a school, the aggrieved person and/or the PCFT may present such grievance at Level Two of the Grievance Procedure. Such grievance shall be filed within thirty (30) days following the act or condition upon which said grievance is based become known to the aggrieved or should have been known, upon aggrieved's exercise of reasonable diligence, or said grievance shall no longer exist.

Section 5. TIME LIMITS

Failure of Administration to adhere to the time limits shall affirm the grievance. Failure of the aggrieved to adhere to the time limits shall result in a nullification of the grievance.

ARTICLE VI PUPILS

Section 1. DISCIPLINE

- A. Both parties recognize that the primary responsibility for the maintenance of good discipline rests with the classroom teacher. The Board of Education and the PCFT agree that the adjustment of behavior problems is the joint responsibility of teachers and administrators. Administrators shall act with reasonable dispatch to render assistance to the teacher in resolving behavior problems.
- B. The teacher may send to the principal or his/her representative a student who is causing a serious discipline problem in the classroom. The teacher shall communicate with said principal or his/her representative, in writing or in person on the same day, to provide the necessary information concerning the problem. Such pupil so referred shall not be sent back to the classroom for the remainder of the period for grades 6 through 12 and **at least** 15 minutes in grades K through 5. Disciplinary situations turned over to administration will be addressed as the administrator deems appropriate.
 - 1. In the event the referred student refused to comply with the teacher's directive to report to the office, the teacher may request the assistance of the principal, or his/her representative.

2. If deemed necessary, disciplinary action will be taken.
 3. If deemed necessary, the teacher, the principal, or his/her representative may hold a conference to discuss the problem; said conference may include the teacher, the student, the parent, and the principal or his/her representative.
- C. An In-School Suspension for grades 6-12 shall be developed by the middle school and high school teachers and administration to meet the needs of the school and students beginning with the 2007-08 school year. The position of ISS monitor shall be an hourly rated position. This program shall be evaluated annually for effectiveness and continuation.

Section 2. TRANSPORTATION OF PUPILS

No teacher, excluding nurse, shall be assigned the transportation of pupils in a private conveyance. As long as the Board of Education requires nurses to transport pupils in a private conveyance, the Board shall provide medical and liability insurance for said nurses under the Board of Education's Fleet Insurance Policy.

ARTICLE VII TEACHER EVALUATION AND NON-REAPPOINTMENT POLICY AND PROCEDURE

Section I. EVALUATION FOR TEACHERS NOT COVERED BY OTES

- A. Evaluation shall be for the purpose of:
1. Improving the quality of the instructional program of the school.
 2. Improving the competency of the instructional staff personnel.
 3. Improving the work relationship between the instructional and administrative staff personnel in keeping with the school's adopted policies.
 4. To maintain an accurate, objective record of a teacher's performance, and qualification as a teacher at Port Clinton Public Schools.
- B. All evaluation records, in written form, shall be in duplicate. One copy for the employee's permanent file in the Administration Office, and one copy for the employee. The instrument in Appendix "C" shall be used for evaluation purposes for those staff members not subject to OTES.
- C. Evaluation of teachers shall be performed by those administrative personnel designated by the Superintendent. Classroom visits for the purpose of evaluation shall not be made on the day before nor the day after any vacation period of two days or more, nor during the first or last two weeks of the school year.
- D. Self-evaluations by teachers are encouraged. Electronic devices such as audio and video tape machines shall not be used by the administration for evaluation.
- E. Evaluation procedures (this section supersedes and takes precedent over ORC 3319.111):

1. Teachers must be informed that the observation is for evaluative purposes prior to the observation. Comments are not limited to items observed during formal observation but cannot address items unrelated to school issues.
2. When deficiencies are noted, the evaluation must include a specific plan for improvement.
3. Teachers up for renewal shall be evaluated two (2) times during the school year, with each evaluation based on two (2) observations of at least thirty (30) minutes. Teachers shall receive their completed evaluation form at least one (1) day prior to the evaluation meeting with the administrator.

Observations for the first evaluation shall be completed by November 10th. The meeting to discuss the first evaluation shall be completed by November 20th or no later than ten (10) school days after the second observation.

Observations for the second evaluation shall be completed between January 10th and March 20th. The meeting to discuss the second evaluation shall be completed by March 30th or no later than ten (10) school days after the second observation.

4. Teachers not up for renewal may be evaluated once annually, based on one thirty (30) minute observation. If there are deficiencies, the administrator may do additional evaluations, or the teacher may request additional evaluations. The meeting to discuss the evaluation shall be within ten (10) days after the observation, and must be completed prior to the last two 10 days of school.
 5. If the above procedures are not followed, the teacher will receive the contract that he/she was eligible to receive.
 6. Teachers place on board approved leave such as but not limited to maternity leave who's contract expires during their leave and are not able to be evaluated according to timelines set forth, may receive a one year limited contract upon their return. The teacher will then be evaluated during his/her return according to timelines set forth in this section.
- F. The "evaluation form" shall be signed by the teacher indicating that a meeting was held; the teacher has seen, but not necessarily agreed with the evaluation; and that a copy of the form has been given to the teacher.
- G. Employees shall have the right to request Union representation at the meeting concerning an evaluation.

EVALUATION FOR TEACHERS COVERED BY OTES

Evaluation shall be for the purpose of:

1. Improving the quality of the instructional program of the school.
2. Improving the competency of the instructional staff personnel.
3. Improving the work relationship between the instructional and administrative staff personnel in keeping with the school's adopted policies.

4. To maintain an accurate, objective record of a teacher's performance, and qualification as a teacher at Port Clinton Public Schools.

C. Evaluation of teachers shall be performed by those administrative personnel designated by the Superintendent and properly credentialed by ODE. Forms used for evaluation will be the model documents created by the Ohio Department of Education and available through the ETPES web site.

Electronic devices such as audio and video tape machines shall not be used by the administration for evaluation.

Each evaluation will result in an effectiveness rating of "Accomplished," "Skilled," "Developing," or "Ineffective." An effectiveness rating is based on the following two categories: 1) Teacher Performance; and 2) Student Growth Measures. Fifty-percent (50%) of the evaluation will be attributed to teacher performance and fifty-percent (50%) will be attributed to multiple measures of student growth.

Components of Teacher Performance Measures:

- *Goal Setting:* The credentialed evaluator and teacher will meet to establish two SMART goals. The teacher will complete a paper copy of the self-assessment prior to the goal setting meeting and will work in collaboration with the credentialed evaluator to set goals. One goal is to be focused on student achievement and the second goal is to be based on Teacher Performance on the Ohio Standards for the Teaching Profession. To be completed by the teacher and reviewed with the credentialed evaluator on or before September 30.
- *Pre-Conference:* A pre-conference will be held prior to each observation using the pre-conference form on eTPES.
- *Formal Observations:* Observations will last at least 30 minutes each. The credentialed evaluator will use scripting as instructed at OTEES training. Teachers not up for contract renewal will have two observations. Teachers up for contract renewal or considered for non-renewal will have three observations. Observations will not take place during the first 10 days of the school year and will conclude by April 30. The formal observation cycle will not begin before a teacher has completed the goal setting meeting.
- *Post Conference:* A post conference will follow each formal observation. This shall be completed no more than 10 school days following the formal observation. (The rubric will be available on eTPES 48 hours before the post-conference meeting)
- *Informal Observations/Walkthroughs:* The credentialed evaluator will conduct at least 3 informal observations lasting between 5 and 20 minutes each. At completion of the informal observation the credentialed evaluator will complete the form in eTPES within 24 hours.

- *Midyear Review:* If requested by evaluator or teacher, the credentialed evaluator will meet with each teacher to review their evidence of work as related to the rubric and their SMART goals.
- *End of Year Review:* The credentialed evaluator will provide the teacher with a final report. The teacher will provide the credentialed evaluator with their final evidence of work. If mutually agreed a formal meeting will not be necessary. To be completed on or before May 10.

Components of Student Growth Measures:

For purposes of the OTES, “student growth” means the change in student achievement for an individual student between two or more points in time. This component of the evaluation includes some combination of the following: 1) Teacher – level Value Added; 2) ODE-Approved Assessments; and/or 3) Locally-determined Measures including “Student Learning Objectives (SLO)”.

Teacher Categories for Student Growth Measures:

- Category A1 – Teacher Instructs Value-Added Subjects Exclusively (50% Value Added) – Teacher in grades 6-8 teaching ELA; 6-8 teaching Math.
- Category A2 – Teacher Instructs Value-Added Subjects but not Exclusively (50% Value Added) – Teacher in grades 4-8 teaching ELA and an additional subject; Teacher in grades 4-8 teaching Math and who teach an additional subject.
- Category B – Core content teachers in grades K-3 and have approved Vendor Assessment available. (50% Vendor Assessment)
- Category C – Teacher does not instruct Value Added class or have Approved Vendor Assessment data available – All high school teachers; 6-8 grades Science Teachers; 6-8 grades Social Studies; K-8 Elective/Specials Teachers. (50% Vendor Assessment or 50% two or more Student Learning Objectives (SLO)).
- Intervention teachers not falling under A2 Category will have their Student Growth Measure determined at the building level.

Student Learning Objectives:

Teachers using SLO’s must select a minimum of two SLO’s. A SLO committee shall be created at each building where necessary to approve teacher SLO’s. This committee shall include: Evaluator, three core teachers including one specialist plus one alternate.

Evaluation Timeline

District administrators shall conduct an evaluation of each teacher subject to this policy at least annually. Each evaluation shall include: 1) Two (2) cycles of formal observations of at least thirty (30) minutes each; and 2) Periodic classroom walkthroughs by the evaluator. All teacher evaluations shall be completed by the first day of May and each teacher subject to this policy shall be provided with a written copy of the evaluation results by the tenth day of May.

For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three formal observations must be conducted annually by the first day of May. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the tenth day of May.

The Board elects to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this policy via two cycles of formal observations and periodic classroom walkthroughs.

Professional Growth and Improvement Plans:

Teachers must develop professional growth or improvement plans based on the Evaluation Matrix.

- Teachers who meet Above-Expected levels of student growth must develop a professional growth plan.
- Teachers who meet Expected levels of student growth must develop a professional growth plan collaboratively with a credentialed evaluator for the evaluation cycle.
- Teachers who meet Below-Expected levels of student growth must comply with an improvement plan developed by the credentialed evaluator.

Retention and Promotion Decisions:

- All evaluations shall be treated as "Comparable" evaluations for Reduction in Force purposes for the life of this contract (July 1, 2013 – June 30, 2015).
Methods used in determining order of lay off shall be the same procedure used for the recall of a teacher placed on a Reduction in Force list. For teachers with comparable evaluations, seniority will be used to determine RIF order.

Employees shall have the right to request Union representation at meetings concerning an evaluation.

Teachers placed on board approved leave such as but not limited to maternity leave who's contract expires during their leave and are not able to be evaluated according to timelines set forth, may receive a one year limited contract upon their return. The teacher will then be evaluated during his/her return according to timelines set forth in this section.

Section 2. TEACHER FILES

- A. A teacher shall have the right to respond in writing to any matter considered by the teacher to be derogatory to the teacher's conduct, service, character, or personality. Such response shall be attached to the file copy.

- B. Upon appropriate request by the teacher, he/she shall be permitted to examine his/her file. Such examination will be in the presence of the superintendent/designee.
- C. No material shall be placed in a teacher's file without identification of the author or source of such material.
- D. The teacher shall have the right to challenge the accuracy and truthfulness of any material in his/her file with the exception of pre-employment materials.
- E. The teacher shall have the right to Union representation at any conference concerning the implementation of sub-section "D" above.
- F. The superintendent or his/her designee shall notify the teacher or PCFT president or a designee, if the public requests the right to examine a staff members personnel file. The staff member shall be given 24 hours to examine the content therein after the initial request is made. All material in the teacher's file which is derogatory to a teacher's performance shall not be older than five (5) years with the exception of pre-employment material.
- G. Teachers shall be permitted to reproduce any material in the file placed there since their employment by Port Clinton City School District, with the exception of pre-employment materials.

Section 3. INTERVENTION PROGRAM GUIDELINES

- A. Purpose:
The purpose of the Intervention Program is to aid the Teacher-at-Risk (T.A.R.) who is experiencing difficulty in professional performance, either short-term or long-standing, for whom intervention has been determined to be an appropriate means to improve the quality of the teaching situation and maintain excellence in Port Clinton City Schools.

Criterion for Referral:

A teacher shall be considered for the Intervention Program if s/he exhibits documented deficiency in one(1) or more areas of professional performance.

- B. Referrals:
 1. Referrals shall be made on the designated form available in the administrator's office.
 2. A teacher may be referred for intervention either by the teacher's credentialed evaluator or by not fewer than three (3) members of the bargaining unit assigned to the building to which the teacher is assigned.
 3. Administrative referral may be on the basis of an ineffective rating in the same standard on the OTES over two (2) consecutive years or has a summative rating of ineffective on two consecutive evaluations. Peer referral shall be on the basis of the areas utilized in the OTES.
 4. Referrals shall be sent to the Superintendent and PCFT President. The Superintendent

shall notify the credentialed evaluator and the PCFT president shall notify the building representative. The Superintendent shall immediately serve a copy of the referral form upon the Teacher-At-Risk.

C. Placement

1. The Superintendent shall notify the PCFT President that the Review Board shall be formed.
2. The Review Board shall meet within (10) school days to act upon the referral. This may be increased to 15 days at the request of the Teacher-at-Risk.
3. The responsibility for showing sufficient grounds to place the teacher in intervention shall rest solely with the person making the referral. The Teacher-At-Risk may present his/her case to the Review Board.
4. Six (6) votes shall be required to place a teacher in the intervention program. The teacher referred shall be notified of the Review Board's action within three (3) school days of the meeting.

D. Appeal:

An appeal from the decision of the Review Board to place a teacher in intervention may be taken by the teacher within five (5) school days after notification of the Review Board's action. Notice of appeal shall be made in writing to the Chairman of the Review Board. Such appeal shall address two (2) issues only:

1. Is the Intervention Program the appropriate approach to the referred teacher's alleged deficiency?
2. Were the appropriate procedures followed in making the placement into the Intervention Program?

Appeals shall be heard by a mutually agreed upon arbitrator or mediator by the Port Clinton Federation of Teachers and the Board of Education, who shall share equally the cost of the arbitration. The decision of the arbitrator shall be binding on all parties.

E. Review Board:

The Review Board will be made up of eight (8) members, four (4) appointed by the Superintendent of Schools with the approval of the P.C.F.T. Executive Council, and four (4) appointed by the P.C.F.T. Executive Council with the approval of the Superintendent of Schools. The Superintendent and P.C.F.T. President shall each appoint one alternate Review Board member.

The P.C.F.T. appointees shall be members of the bargaining unit as defined by the Master Agreement and with two (2) from grades K-5 and two (2) from grade levels 6-12.

The Superintendent's appointees shall be from the administration excluding the Superintendent.

Chairmanship of the Review Board shall be mutually agreed upon by P.C.F.T. and Board of Education representatives.

F. Meetings:

The Review Board shall meet during the months of January and May to review the reports of the mentor teachers. At the May meeting, the Review board shall vote to recommend to the Superintendent continued employment of each of the Teachers-At-Risk. Should a motion to recommend continued employment fail, the Review Board shall automatically recommend non-reemployment.

In addition to the meetings in January and May the Review Board shall meet on the call of the chairman, or upon the written request of five (5) members.

Appointees to the Review Board shall be compensated at the negotiated hourly rate for time spent at meetings outside the normal school day.

Eight (8) members shall constitute a quorum, and unless otherwise stated, all action shall require six (6) affirmative votes.

G. Roles and Responsibilities:

Following the May meeting, the Review Board shall make a recommendation to the Superintendent for reemployment of those Teachers-At-Risk so approved for such a recommendation.

The Review Board shall appoint a specific mentor teacher to work with the Teacher-At-Risk. The Review Board may by unanimous vote, relieve a mentor teacher of his/her duties during a school year because of serious performance concerns, provided these concerns are brought to the mentor teacher's attention in a timely fashion. The Review Board shall then appoint a new mentor teacher to the Teacher-At-Risk.

H. Mentor Teacher:

1. The Review Board shall appoint a mentor teacher to work with the Teacher-At-Risk. The mentor teachers shall report to the Review Board on the progress of intervention at meetings in January and May.
 - a. Qualifications for Teacher Mentor:
 - i. The mentor must have a minimum of a bachelor's degree and must have been employed by the Port Clinton City Schools for a minimum of three years. Teachers who have retired from PCCS within the last three years are also eligible.
2. The mentor teacher shall attempt to help the Teacher-At-Risk improve in all areas of his/her improvement plan. Help from the mentor teacher shall not be limited to the areas mentioned in the improvement plan.
3. Resource persons may be utilized by the consulting teacher with the approval of the review board.
 - a. Resource persons are those who may from time to time be needed to assist the mentor teacher in working with an at-risk teacher. They may be "inside resource persons" meaning someone employed by or retired from the Port Clinton City Schools or "out-side resource persons" meaning anyone else.

- b. The Review Board upon request of the mentor teacher must approve use of resource persons in advance.
 - c. Inside resource persons shall be compensated at the negotiated hourly rate.
4. The mentor teacher will be reimbursed for travel at the negotiated rate.

I. Credentialed Evaluator

The credentialed evaluator of the Teacher At Risk will evaluate the Teacher At Risk in accordance with the negotiated agreement between the Port Clinton Board of Education and the Port Clinton Federation of Teachers. The credentialed evaluator shall report to the Review Board on the progress of intervention at meetings in January and May using the districts adopted evaluation form.

J. Commencement of Intervention

Intervention shall commence with the opening staff meeting of the school year following the placement by the Review Board. However, if an appeal is filed after the last day of school resulting in the delay of intervention beyond the opening staff meeting, intervention shall commence within five days of the decision upholding intervention being rendered.

K. Conclusion of Intervention:

1. Intervention will conclude at the end of the evaluation cycle as defined by the negotiated agreement between the Board of Education and P.C.F.T. Extensions of intervention may be requested by mutual agreement between the consulting teacher and building credentialed evaluator. The Review Board shall consider each request by its merit.
2. The Review Board shall vote to recommend to the Superintendent that the employment of the Teacher-At-Risk be continued. Should a motion to recommend continued employment fail, the Review board shall automatically recommend termination.
3. After hearing the mentor teacher's/credentialed evaluator's final report, the Review Board shall issue a report of its findings to the Superintendent, and to the President of Port Clinton Federation of Teachers.
4. If the Review Board has recommended that the employment of the Teacher-At-Risk be terminated, the Superintendent may, within thirty (30) calendar days, recommend termination of the teacher's contract.

L. Union Position:

Action taken by the Superintendent pursuant to Item "T", Conclusion of Intervention, may be referred by the Teacher-At-Risk to the Port Clinton Federation of Teacher's Executive Council at its next regular meeting. Executive Council will determine whether Port Clinton Federation of Teachers will support an attempt by the teacher to seek redress for such action.

Disclaimer

Nothing in these provisions shall be construed to deny the Board or Superintendent the rights guaranteed them in Section 3319.11 of the Ohio Revised Code, nor to deny the P.C.F.T. any rights guaranteed them under the collective bargaining agreement.

Section 4. NON-REAPPOINTMENT

This section supercedes and takes precedent over OR 3319.11 (H) (G)

- A. To supplement statutory requirement for non-reappointment to teachers on limited contracts, the following procedures will prevail (this section supercedes and takes precedent over ORC 3319.111);
1. Upon recommendation by the Principal that a teacher not be re-employed, the teacher shall be granted a conference with the Superintendent, upon request. The teacher shall have the right to be represented by PCFT at such conference.
 2. An appeal of a non-renewal shall be initiated at Level Three of Article V. Should the teacher be reinstated, he/she shall receive the contract he/she was eligible to receive.
 3. All action regarding the non-renewal of a limited contract will be concluded by **June 1**. For the purpose of this subsection, posting of a written notice of non-renewal in the United States Mail by registered or certified mail to an employee's last known mailing address on or before **June 1** shall constitute "notice" to the employee as provided for in Ohio Revised Code 3319.11.

Section 5. REDUCTION-IN-FORCE/TRANSFER AND ASSIGNMENT

The term "Reduction-in-Force" (RIF) shall be defined as a reduction through suspension of contracts (ORC 3319.17) in the total number of employees in the bargaining unit covered in this contract.

- A. When Reduction-in-Force is in effect, suspension shall be in accordance with **statutory reasons enumerated in ORC 3319.17. Seniority shall not govern the suspension of teaching contracts, except when making a decision between teachers of who have comparable evaluations. All evaluation shall be considered "comparable" for the life of this contract (2013-2015). When the Board of Education decides that it will be necessary to reduce the number of teachers it employs, it may make a reasonable reduction for any of the following reasons:**
- Return to duty of regular teachers after approved leaves of absence;
 - Suspension of schools;
 - Decreased enrollment of the pupils in the district;
 - Territorial changes affecting the District;
 - Financial reasons;
 - or any additional reasons covered in ORC 3319.17

When it is mutually agreed by PCFT and the Board of Education that a reduction in force is necessary due to financial reasons the Federation and administration will convene to work on the details of the program to adequately address the financial crisis.

Teachers whose contracts have been suspended shall be placed on a recall list. Said list shall include: name of teacher, date of hire, contract status, and all certificates/license on record. The **Superintendent's office** shall prepare such list and submit to PCFT within one week of the date of suspension. Any updates such as change in contract status and/or certification/licensure shall be forwarded to PCFT as they are received by the Board

Office. Teachers with continuing contract (tenure) shall permanently remain on the recall list and those teachers on limited contract shall remain on the recall list for two (2) school years. There shall be no involuntary transfers used to accommodate RIF recall.

ARTICLE VIII TEACHER TRANSFER POLICIES AND PROCEDURES

Section I. TRANSFERS

- A. Request for transfer and assignment - A teacher who wishes to transfer to a new building, or wishes to be assigned to a new or different teaching position or grade level shall make the request to the Superintendent on a form supplied by the Board (Appendix F). Such request form shall be kept on file in the Superintendent's office for one (1) year unless removed at anytime by the teacher from the date submitted. Long term substitute teachers are not eligible for transfer rights.
- B. Voluntary transfer and assignment - Whenever a vacancy occurs or a new position is created, the Superintendent shall first attempt to fill the vacancy or new position from the Transfer and Assignment Request File (TARF). In filling a vacancy or new position from the TARF, teachers with most seniority will have priority. In the event that no one has voluntarily requested to be transferred or assigned to a particular position through the TARF procedure, or if the Superintendent chooses not to fill the vacancy or new position from the TARF, the vacancy or new position will be posted in accordance with Section 2 of this Article VIII. The principal shall then conduct interviews with those properly certified teachers who have applied for the posted position. After the interviews have been completed, the principal shall make his/her recommendation to the Superintendent. The principal shall meet with those teachers that were not selected for the position and explain to them his reasons.
- C. Involuntary transfer and assignment - When the Superintendent chooses to transfer or assign a teacher to a position for which the teacher has not volunteered, he shall notify the affected teacher in writing as to the basis for his decision. In such event, the teacher may, within 72 hours, file a request for reconsideration with the Superintendent on a proper form supplied by the Board (Appendix F-1). Upon receipt of a request for reconsideration, the Superintendent shall set a meeting at a convenient date and time to discuss with the teacher his/her concern in the matter.
- D. Date of transfer and assignment - All teachers in the employ of the Board of Education shall be notified of his/her anticipated position for the ensuing year by May 31st. Teachers hired after this date shall be notified as soon as possible. Those who are not notified by May 31st shall be deemed to be employed in the same position.
- E. Notification of transfer and/or assignment - If at any time, teachers cannot be reached at their address or telephone number currently on file in the Personnel Office, it is their responsibility to notify the Board of Education Office and the PCFT of their change of address and/or telephone number. When notifying teachers of a change in their assignment after May 31, all phone calls dealing with said change shall be followed up with a letter, stating the new assignment, sent via certified mail, return receipt.

Section 2. POSTING OF VACANCIES

- A. All vacancies shall be posted for at least ten (10) days, and all interviews shall be completed prior to a vacancy or new position being filled.
- B. Administration shall keep teachers informed of vacancies by:
 - 1. Including a list of existing vacancies in electronic mail during the school year
 - 2. Posting **in each building** a list of vacancies as they occur.
 - 3. Giving a copy of this list to the PCFT Building Representative.
 - 4. **In the summer, staff will be notified via electronic mail, Honeywell Instant Alert and conventional mail to those who request to be on a mail list upon the conclusion of the school year prior to summer vacation.**
- C. Vacancies shall include:
 - 1. Teaching positions
 - 2. Administrative positions
 - 3. Extra-curricular positions

Section 3. FILLING OF VACANCIES

- A. Whenever a vacancy occurs or a new position is created, the vacancy shall be filled in the following order:
 - 1. Voluntary transfer of teachers in the TАРF file, provided it does not prevent the re-employment of a RIF teacher **and the superintendent elects to fill the position through the TАРF file.**
 - 2. RIF recall list
 - 3. Voluntary transfer of regular staff following posting of vacancies.
 - 4. New hires
- B. Whenever a teacher is chosen to fill a vacancy under Article VIII, Section 3A, the teacher shall serve in said position for one school year in addition to the remaining part of the year in which the vacancy occurs.

Section 4. SENIORITY

- A. Seniority defined
 - 1. Seniority begins with recognition as a member of the bargaining unit.
 - 2. Seniority shall be stated in maximum units of 1.0 per full year and 0.1 unit per month per partial year. A year is that period which is adopted by the Board of Education for the number of days specified in Article IV, Section 7.
 - 3. For regular teachers, a month is ten or more days of service as a member of the bargaining unit during any month of the approved period.

4. For part-time and hourly employees, calculations are based on 65 or more hours of service equalling one month of service as a member of the bargaining unit during any month of the approved period.
 5. Regular employees are those whose services are performed in an ongoing basis with an assigned home-school building. Part-time employees are those who work fewer hours or days than what constitutes a day or year in the Master Agreement.
 6. A tie in seniority based on total units earned shall be resolved by date of hire.
 7. A tie at the level of date of hire shall be resolved by a flip of the coin.
- B. In all areas seniority will accrue at the system level.
- C. Seniority will be affected by leaves as follows:
1. Military service in the time of national emergency, or call to active duty in the armed services, shall be credited as full time in determining seniority when the teaching service is interrupted.
 2. In the event of a leave for professional growth or paid leave the teacher will be credited for the period of time involved.
 3. In the event of a Maternity Leave, the teacher shall retain the seniority acquired at the time of taking leave and shall begin with that seniority upon return to teaching.
 4. In the event of any other leave of absence, the teacher shall retain the seniority acquired at the time of taking leave and shall begin with that seniority upon return to teaching. Part time certified teachers shall accrue seniority. Such seniority shall accrue on a prorated basis and shall include all prior teaching service to the Port Clinton School System so long as any interruption of service, other than approved leave, has not been at the discretion the teacher.

Section 5. INNOVATIVE PROGRAMS

A teacher who transfers to a position in an "Innovative Program" as defined on a case-by-case basis by mutual agreement of PCFT Executive Council, and the Board of Education, may return to his/ her original position at the end of one year.

During this year, the teacher will be replaced in his/her original position by a "long-term substitute".

At the end of the year, if the teacher chooses to remain in the new position, transfer to a different position, or leave the employ of the Board, the teacher's original position will be treated as a new vacancy for purposes of TARF or advertising of vacant positions.

ARTICLE IX
COMMITTEES AND DEPARTMENT CHAIRMEN

Section 1. SCHOOL CALENDAR

- A. The school calendar shall be cooperatively developed by the employees and the Board of Education on a yearly basis. The administration shall meet during the month of March each year with PCFT to establish the calendar for the ensuing year. If the Board cannot accept the calendar as developed by the above mentioned process, at least one member of the Board will meet with the PCFT group to discuss the problem.
- B. Parent-Teacher Conference dates and times will follow the intent of the two memorandums, both dated 6/3/98 and included in the Master Agreement (see Appendix I and Appendix I-1). Conference dates must be mutually agreed upon by the PCFT Calendar Committee and the Administrative Representation on the Calendar Committee.

Section 2. EDUCATIONAL COMMITTEES

When curriculum, textbook, or other educational committees are formed the membership will be mutually agreed upon by PCFT and the administration. If agreement cannot be reached, management retains the right to proceed.

Section 3. DEPARTMENT/GRADE LEVEL CHAIRMAN AND FLEET LEADERS

- A. There shall be a department chairman chosen from the Bargaining Unit for each department as set forth in Appendix G. There shall be a grade level chairman chosen from the Bargaining Unit for all elementary grade levels. There shall be a fleet leader chosen from the Bargaining Unit for each fleet at Port Clinton Middle School.
- B. Bargaining Unit members may apply for positions by completing an application form and returning it to the:
 - a. Superintendent or designee for department chairman
 - b. Building principal for all grade level chairman and fleet leaders
- C. Administrators shall recommend to the Superintendent Bargaining Unit members to fill each position.
- D. Chairman and fleet leaders shall act as a liaison between the department/grade level/fleet and the administration. A job description shall be made available.
- E. Department/grade level Chairs and fleet leaders shall be compensated on the supplemental salary schedule.
- F. The special education department shall consist of two departments (K-5) and (6-12). A department chair shall be assigned for each.

- G. Department Chairs will hold a minimum of four meetings per school year that may occur during scheduled in-service times. In the event those meetings would not occur, the Department Chair would be docked pay at a pro-rated rate for the meetings not conducted. Reference Article IV, Section 5 "Department Meetings" for Department meeting guidelines.
- H. For payment list for departments based on number of staff members in each department see Appendix "G".

Section 4 . CURRICULUM COMMITTEES

It is agreed that for the purpose of establishing Curriculum Committees for 6-12 textbook studies and adoptions the following guidelines will be followed:

- A. The committee will include a representative from both the Middle School and the High School.
- B. One of the representatives on these committees shall be the Department Chairman from the subject area being studied.
- C. It may be necessary to appoint either a Middle School or High School Staff member when studying math, health, reading/language arts, science, and social studies from the building where the Department Chairman is not a teacher. These appointments will be limited to not more than one Middle School or High School member per committee.
- D. These appointed members will be paid the negotiated hourly stipend.
- E. These appointments will be made by the Superintendent/designee, based on the needs which present themselves.

ARTICLE X
NON-TEACHING DUTIES/AIDES

Section I. NON-TEACHING DUTIES

- A. Teachers in each school building shall have the services of an aide or aides to take care of non-teaching duties, such as: lunchroom, bus, study hall, recess, morning supervision, restroom, clerical, money collecting, etc. The Principal shall assign the aide or aides to perform such duties after working cooperatively with the teachers to determine what duties they want assigned to the aide or aides annually.
- B. **Any teacher with more than the minimum allotted planning time may be assigned duties equal to the amount of time above established minimums. Duties may not include administrative responsibilities that require an administrative license.**
- C. It is the purpose and intent of this section to provide aides to meet the needs of the teachers. Each building shall have the services of an aide or aides at the rate of at least 1.2 hours times the number of teachers assigned to the building per week.

- D. Administrative coverage will be provided in all district buildings. An administrative chain of command will be posted in each building by the first day of class each year.

Section 2. CUSTODIAL DUTIES

No teacher shall be assigned responsibilities normally performed by the custodial staff. In cases of emergency the teacher may be requested to assist the administrator.

Section 3. OUT OF SCHOOL EVENTS

Except as otherwise provided in this Agreement, no teacher shall be required to perform duties beyond the regular school day except for those duties for which compensation is paid pursuant to a supplemental contract.

Section 4. OPEN HOUSE

One evening "open house" per year for each building shall be specified on the calendar adopted in April. PCFT and the Board of Education shall encourage all teachers to attend. Teachers who cannot attend shall, except in extenuating circumstances, notify the building principal at least three days in advance.

ARTICLE XI
GENERAL PROVISIONS

Section 1. MILEAGE FOR TRAVELING

- A. Those teachers required to drive between buildings during the regular school day and teachers who drive to school-approved functions outside of regular school hours in their personal vehicles shall be compensated at the I.R.S. limit for mileage reimbursable. Such compensation to school functions outside of regular hours shall be for miles driven from school to the event and back.
- B. Teachers shall submit to the Treasurer a record of miles traveled on a form provided by the Board.

Section 2. RESIDENCY REQUIREMENT

Teachers shall not be bound by any residency requirement; however, the faculty is encouraged to reside in the school district.

Section 3. SPOUSE EMPLOYMENT

There shall be no discrimination against hiring the spouse of an employee.

Section 4. MEDICAL EXAMINATIONS

For any medical examination required by the Board of Education, the Board will select the doctor that is to give the examination, and the Board will pay the cost of said examination.

Section 5. PAY PERIODS

- A. All teachers hired for the 1994-95 school year and after shall be paid by-weekly, pro-rated over 12 months. All teachers who are presently on a 12 month pay plan will be required to stay on a 12 month by-weekly plan.
- B. In years with 53 Fridays there may be a three-week span between pay periods at the end of the school year.
- C. All employees shall be placed on the wire transfer system for payroll compensation and bi-weekly pay statements will be provided by e-mail.
- D. The Board of Education will offer an accumulated leave plan for employees that retire.

Section 6. IN-SERVICE CREDIT

In-service programs for teachers are encouraged by the Port Clinton Board of Education. Programs which can lead to credit for advancement on the salary schedule shall be cooperatively developed by the Board and the PCFT. Those programs approved by the Board shall be counted as full college credit and applied toward the next level on the salary schedule. Provided however, such credit shall not be in lieu of any degree which may be required as a prerequisite to advancing to the level on the salary schedule. PCFT and the Port Clinton Board of Education will offer two regularly scheduled in-service meetings. The administration agrees to offer multiple activities for PCFT members to attend during these in-service days. Suggestions for activities will be provided by departments and grade levels.

Section 7. SUBSTITUTING

- A. The Board shall hire substitutes to fill temporary vacancies created by a teacher who is absent or on leave, except in emergencies. The administration shall not require a teacher to perform duties of classroom substitution except in emergencies. Teachers who do perform the duties of substituting shall be compensated at the hourly rate, as follows:
 - 1. Teachers who enter the classroom and have been there for at least 5 min. shall be compensated for 1/4 hour.
 - 2. Teachers who have been in the classroom for at least 20 minutes shall be compensated for 1/2 hour.
 - 3. Teachers who have been in the classroom for at least 35 minutes shall be compensated for 3/4 hour.
 - 4. Teachers who have been in the classroom for 45 minutes shall be compensated for 1 hour.

- B. Emergency situations shall be limited to:
1. While waiting for a substitute to arrive.
 2. The need for a sub arrives late in the day (less than 1/2 day).
 3. The substitute is needed for an hour or less.
 4. When no substitute is available (not to exceed one day per week per class).
 5. In the absence of art, music, and physical education teachers.

Section 8. HOURLY RATE

- A. Certificated employees performing hourly rated services shall be paid **\$25** per hour. If it becomes desirable or necessary to increase the hourly rate for one position, the higher hourly rate shall apply to all hourly rate positions. The time slip will be signed by the principal and teacher and turned in by the principal to the Treasurer for payment.
- B. If the State or Federal Government requires a rate higher than the hourly rated service hour specified herein for special programs for which they provide the funds, that higher hourly rate shall apply only to those positions, and shall not cause other hourly rate positions to increase.
- C. In the event it is mutually agreed by the Board and PCFT that there is a need for mandatory District wide training programs, said programs shall be conducted under the following procedures:
1. The decision shall be made not later than sixty (60) days before the start of training.
 2. The training will be conducted outside the school day.
 3. Of all of training programs agreed to, there will be a limit of no more than 4 hours total in any one school year dedicated to all programs.
 4. The training programs will be paid at the hourly rate mentioned in Section 8 A above.

Section 9. WORK OUTSIDE REGULAR PROGRAM

Whenever the Board decides to employ personnel for work outside of the regular school program for which certification is required, the Board will first post the job opportunity by **electronic means** for five (5) days before the position is filled from inside or outside of the school system.

Section 10. PERFECT ATTENDANCE OPTION

Any teacher who has perfect attendance during the school year (has used no sick leave or personal leave) will be given the option of not reporting for work on the last day of the school year. This day is defined as a teacher check-out day. The teacher must have completed all required tasks for the closing of the school year, and scheduled a time for check-out which is mutually convenient to the teacher and principal or designee. This day shall not affect the Leave Conversion payment.

Section 11. INCLUSION

- A. When inclusion is being recommended for a special education student, the selection of the regular classroom teacher will be on an as needed basis.

- B. No teacher, other than a school nurse shall be required to perform nursing duties or medical procedures unless the situation is life threatening and proper training has been provided.

ARTICLE XII
CONTRACTS

Section I. TEACHER CONTRACTS

- A. Contracts are by and between the individual teacher and the Board of Education.
- B. Upon being initially hired by the Board, a bargaining unit member shall be given a one-year limited contract.
- C. If re-employed, the second contract issued to a teacher shall be a two (2) year limited contract unless there are deficiencies are noted.
- D. If re-employed, the holder of a two or three-year contract shall be issued a three-year contract unless there are deficiencies are noted.
- E. If re-employed, a teacher eligible for a multiyear limited contract pursuant to subsection "C" and "D" above, may be granted a limited contract of (1) year provided the Superintendent shall notify such teacher in writing on or before April 30 that such teacher is deficient. The notice shall contain suggestions for the professional improvement of the teacher. This paragraph "E" shall be congruent with Article VII, Section I.
- F. For all certificated employees who become licensed for the first time on or after January 1, 2011: To be eligible for a continuing contract (tenure), a teacher must hold a valid Permanent /Life or 5 year Professional Ohio certificate/license and may become eligible for continuing contract after seven years of holding an educator license. Five (5) of the seven (7) years must be served in the Port Clinton City School system.

For all certified employees hired on or after July 1, 2010 and receiving their license prior to January 1, 2011: To be eligible for a continuing contract (tenure), a teacher must hold a valid Permanent/Life or 5 year professional Ohio certificate/license, and have completed at least five (5) of the seven (7) years of teaching service in the Port Clinton City School District.

For all certificated employees hired on or after July 1, 2010 : Teachers who have had a continuing contract (tenure) in another school district in Ohio shall become eligible for a continuing contract (tenure) after serving five (5) year period in the Port Clinton City School District.

For all certified employees hired prior to July 1, 2010 and receiving their license prior to January 1, 2011: To be eligible for a continuing contract (tenure), a teacher must hold a valid Permanent/Life or 5 year professional Ohio certificate/license, and have completed at least (3) of the last five (5) years of teaching in the Port Clinton City School District.

It is the responsibility of the teacher seeking a continuing contract (tenure) to notify the superintendent by October 1. Such notification must be made in the year the teacher requests

consideration for continuing contract (tenure) status. This provision supercedes and takes precedent over ORC 3319.11 (B)

- G. Teachers who have met all legal requirements to become eligible for a continuing contract but who have, in the opinion of the Superintendent, certain deficiencies shall, if re-employed, be placed on a probationary contract for a period not to exceed two (2) years in accordance with Section 3319.11 of the Revised Code. The teacher shall be notified in writing of such action on or before April 30 of the year in which the teacher's limited contract expires. Such notice shall be in writing with reasons directed at the professional improvement of the teacher.
- H. A teacher who becomes eligible for a continuing contract during the term of a multiyear contract may be granted a continuing contract 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, or the Board does not approve same, the multiyear contract will stay in effect. Such continuing contract shall take effect immediately upon approval of the Board of Education.
- I. Long Term Substitutes - The procedure from this date forward for the employment of long-term substitutes shall be under a one-year limited contract. This contract shall automatically expire at the conclusion of the last contracted teacher day or return to duty of the teacher, whichever occurs first. Further, the provisions of O.R.C. 3319.11 or O.R.C. 3319.111 shall not apply to the employment of a long-term substitute.

A long-term substitute will be defined as any substitute who replaces a teacher in this school district that has commenced a year's leave of absence on or before October 1st of any given school year.

Said long-term substitute will be paid full salary and benefits at the time they are issued a one year limited contract as defined in paragraph #1 above.

All long-term substitutes will be credited with seniority after the issuance of the one year limited teaching contract.

All other substitutes will be considered casual substitutes and will be compensated at the established Board rate.

- J. **Bargaining Unit members that are on leave and unable to be evaluated following established evaluation guidelines who are under consideration for renewal or non-renewal of a limited or extended limited contract shall receive a one-year limited contract upon their return from leave.**

Section 2. PLACEMENT ON THE SALARY SCHEDULE

All course work necessary to upgrade a teacher's position on the salary schedule must be verified by a letter from the college registrar's office, or a letter from the course instructor, or a grade slip, or a transcript prior to September 30th of the current school year, or placement change will not take place until the beginning of the following school year.

ARTICLE XIII
LEAVES

Section 1. SICK LEAVE

- A. Teachers are allowed sick leave with pay on the basis of their accumulated sick leave.
- B. Sick leave is earned and accredited at the rate of one and one-quarter (1-1/4) days per month for a total of fifteen (15) days per school year.
- C. Teachers shall accumulate sick leave to a maximum of 265 days.
- D. A Teacher who has exhausted his/her sick leave, or a new teacher will be advanced sick leave up to the amount that can be earned by the end of the school year. Unearned sick leave days charged to a teacher will result in loss of pay if the teacher is not re-employed, or shall be charged to sick leave to be accumulated in the ensuing school year.
- E. Death in the "immediate family" shall include Spouse, Children, In-Laws, Brother, Sister, Mother, Father, Step-Parent, Step-Child, Grandparent, Grandchild, Guardian, and/or an individual living within the home of the employee.
- F. Serious injury or critical illness affecting a member of the "immediate family" as defined above shall be deducted from sick leave.

Section 2. PROFESSIONAL LEAVE

- A. The Board of Education shall appropriate \$25,000 annually throughout the term of this Agreement for the purpose of authorizing teachers to attend professional meetings without loss of pay. Applications for such opportunities to attend professional meetings, to the limit of the funds so appropriated, will not necessarily be approved on a first-come first-served basis by the Superintendent who will attempt to distribute such opportunities equitably among the staff, taking into account particular educational needs of the school district for the year covered by the appropriation. The Superintendent may consult with administrators and department chairmen and receive their recommendations before determining priorities. An employee shall receive reimbursement for expenses, reasonable, actually and necessarily incurred, if such reimbursement has been approved by the Superintendent in advance. Actual reimbursement for necessary expenses shall not be paid to an employee until the employee furnishes to the Treasurer a written statement of necessary expenses on such form as the Treasurer may require, with receipts, showing that claimed expenses were actually and necessarily incurred.
- B. Request for professional leave days must be filed with the Superintendent at least fifteen (15) days previous to the date for which the leave is requested. In cases involving no expense to the Board other than a substitute, a minimum of five days' notice shall be required.
- C. Application forms shall be available in the office of the school principal.

- D. Designated representatives of the PCFT shall be authorized professional leave not to exceed a total of eighteen days as official delegates for conventions. (Example: 9 teachers at 2 days each 18 days total.) The Board shall pay the costs of the substitute only and shall not pay such costs as travel, lodging, meals or registration fees. An additional four (4) teacher days may be granted to such delegates provided the Board shall be reimbursed for the substitutes pay, including retirement, and provided that substitutes are available. Under this provision, no more than six teachers from any one building may be on representative leave.
- E. Professional leave shall result in no decrease in accumulated sick leave.
- F. Coaches are required to take Professional Leave when they are attending athletic events where Port Clinton students are involved. This leave will not affect other Professional Leave days, that may be requested to attend academic meetings.

Section 3. LEAVE

- A. Court Duty - Teachers who serve on jury duty and/or are subpoenaed will receive full salary during the period of such service subject to their remittance to the Board of an amount equal to the amount of compensation paid them for jury duty and/or subpoenaed as a witness.
- B. Personal Leave - Each teacher shall be granted three (3) days of personal leave per each year of this Agreement except that such leave shall not be used for the purpose of attending state and national conventions as provided for in Article XIII, Section 2 (E). (See Appendix E)

All personal leave must be utilized before any unpaid leave will be granted.

Personal Leave shall not be used to extend vacations or holidays. Exceptions may be granted in emergency situations at the discretion of the Superintendent.

Exemptions from the restrictions stated above may include:

- a. Wedding of the employee or the employee's father, mother, sister, brother, son or daughter.
- b. The initial college entrance of a child.
- c. The college graduation of the employee or immediate family.
- d. A religious holiday.
- e. Use in place of sick leave if all sick leave has been exhausted.
- f. The entrance, deployment, return or graduation of the employee's immediate family from a branch of the military.
- g. Events that may occur only during time requested.

***This list is not all inclusive and the Superintendent reserves the right to grant leave on a case by case basis. Decisions made by the Superintendent are not precedent setting.**

The PCFT shall send notice to each staff member at the start of each school year discussing the appropriate use of personal leave.

If an individual did not qualify for leave conversion, remaining personal leave days shall be converted to sick leave at the conclusion of the school year (June 30) in only full day increments.

- C. Emergency Leave - In the event of a natural disaster (fire, flood, or tornado) to the teacher's primary residence, the Superintendent, at his discretion, may grant an emergency leave. The number of days to be approved by the Superintendent will be with pay and still not be deducted from sick leave.

- D. Emergency Leave Other Than For Natural Disaster - In order to deal with personal emergencies other than natural disasters as described in Section C, a teacher shall be granted one day of leave in exchange for three days of sick leave. There shall be a limit of three days per school year for emergency leave as described in this paragraph. Sick leave conversion shall be forfeited for the current school year when emergency leave as described in this paragraph is used (for clarification: if all three days are used a total of nine days of sick leave have been expended).

This form of leave shall not be used to extend vacations or any other form of non-emergency use. In other words, an emergency can never be a planned event.

Section 4. SALARIED LEAVE

- A. A teacher in the Port Clinton City School District who has completed five (5) years of service may, with the permission of the Board of Education and the Superintendent of Schools, be entitled to take a leave of absence with part pay, for one (1) or two (2) semesters, subject to the following restrictions:
 - 1. The teacher shall present to the Superintendent for approval, a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provided evidence that the plan was followed.
 - 2. The teacher may be required to return to the district at the end of the leave for a period of at least one (1) year unless the teacher has completed twenty-five (25) years of teaching in this state.

- B. The Board of Education may not grant such a leave unless there is available a satisfactory substitute, nor grant such leave to more than five percent (5%) of the professional staff at any one time, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave. A minimum of 5 years of service must pass before a teacher may request their next salaried leave.

- C. Under no circumstance shall the total substitute salary/benefit package, coupled with the salaried leave teacher's salary/benefit package, exceed the total salary/benefit package of the requesting teacher (example provided as per appendix H).

Section 5. MATERNITY LEAVE

- A. A pregnant teacher shall be granted, upon request, unpaid maternity leave not to exceed one (1) year in addition to the remainder of the year in which she begins her leave. The effective date of such maternity leave shall be that as determined by the teacher and her physician. The teacher shall notify the Superintendent at least thirty (30) days in advance of the effective date of said leave except when such cannot be given because of the determination of

the attending physician that such leave must begin within the thirty (30) days in which event the Superintendent shall immediately be notified of the date of said leave.

- B. The use of available sick leave for pregnancy shall be for the period of disability to a maximum of thirty (30) days. Additional time may be requested if the mother is unable to perform her normal teaching duties due to medical reasons.
- C. A request for additional usage must be accompanied by a written statement from the teacher's physician indicating that the teacher is disabled and not capable of returning to her normal teaching duties.
- D. Starting with the 07-08 school year a teacher must work at least 20 days during the school year to return to her original position.
- E. Upon request a teacher shall be granted an unpaid leave of absence for rearing of a newborn child not to exceed two (2) years. Such leave shall extend until the beginning of a school year. Beyond two years the request must be approved by the Superintendent and the Board of Education if the extension is deemed necessary. If the request is denied, the teacher must return to the classroom for no less than one school year.
- F. Upon request, a teacher adopting a child under the age of six (6) shall be granted an unpaid leave of absence for one year in addition to the remaining part of the year in which the child is received.
- G. A teacher requesting leave as set forth in Subsection E shall notify the Superintendent thirty (30) days in advance. A teacher requesting leave as set forth in Sub-Section F of this article shall notify the Superintendent as soon he/she knows that he/she will be receiving a child.
- H. No teacher granted leave under Section 5 paragraphs A, E, and F shall be entitled to take more than two (2) consecutive years of such leave.

Section 6. NUCLEAR LEAVE

- A. The Superintendent shall establish a means of communication with the appropriate governmental official in charge of the evacuation plan that would be put into effect in the event of a nuclear mishap so that the children of Port Clinton Public Schools could be evacuated first.
- B. The Superintendent, upon notification by the appropriate governmental official, or in the absence of such notification, through exercise of his own judgment, shall initiate and/or end a nuclear emergency evacuation plan. **After the students have been evacuated as articulated by local authorities, the teachers shall be free to exercise their own plan for evacuation and/or may remain at the evacuation site until transportation back to PCCSD is available.**

Section 7. LEAVE CONVERSION

- A. A teacher who uses no personal leave days during the period July 1 through June 30 of any one-year period shall receive a bonus of - \$110.00.

B. A teacher who uses no more than two days of sick leave during the period July 1 through June 30 of any one-year period shall receive a bonus of \$110.00 for each period during which no sick leave days are used. These periods are designated as follows:

*July 1 through November 30

*December 1 through February 28

*March 1 through June 30

C. The above bonuses shall be paid by July 31.

Section 8. POLITICAL LEAVE

Members of the bargaining unit who are appointed or elected to a local, state or national governmental position shall be granted unpaid leave for the period that such position or office is held. After leaving office, the bargaining unit member shall be permitted to return to a similar position with the District with the same seniority and at the appropriate salary.

Section 9. RELEASE TIME FOR PCFT PRESIDENT

The President of the PCFT shall be released from all teaching responsibilities one-half day per week with pay to attend to the responsibilities of the bargaining agent.

Section 10. RELIGIOUS LEAVE

A teacher may be absent, with pay, on a day identified by a duly constituted religious body as a religious holiday, provided the duly constituted religious body has established that in order to properly observe such religious holiday no work should be performed on such day and provided the employee is an active member of such religious body. Request for such absence shall be made to the Superintendent of Schools at least ten (10) school days prior to the holiday. Two (2) such days of absence will be awarded and shall not be counted as personal days nor will they be charged against leave conversion.

Section 11. ASSAULT LEAVE

A teacher who has been the victim of assault or rape or attempted rape shall be granted assault leave in accordance with the applicable provisions of Article VI, Section 2C. The teacher shall, in order to receive such leave benefits, provide to the School Treasurer a certificate from a physician stating that the trauma is the result of assault, rape or attempted rape.

Notwithstanding the provisions of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to certificated/licensed teaching staff absent due to physical and/or emotional disability resulting from an assault which shall be defined as unlawful action or threat to do bodily injury to a certified/licensed teaching employee.

Any certified/licensed teacher who must be absent from his/her duties due to physical and/or emotional disability resulting from an assault while teaching or in school related activities, on or off the school premises, before, during or after school hours, will be paid his/her full scheduled compensation for the period of such absence not to exceed fifteen (15) working days.

Before assault leave will be granted, the employee shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, including the location, date, time of the assault, names and addresses of witnesses (if known) and a physician's statement indicating the nature of the disability and its duration. The Superintendent shall review the statements and make any further investigations he deems advisable.

The teacher involved shall give full cooperation to the proper law enforcement agencies toward the necessary eventual prosecution of the parties involved in the assault of the teacher(s).

Assault leave shall not be charged against sick leave earned or earnable by the employee. Falsification of either signed statement or a physician's statement is grounds for suspension or termination of employment under Section 3319.16 of Ohio Revised Code.

Section 12. UNPAID LEAVE

It is agreed that the Board of Education shall expend no funds for payment of fringe benefits for persons granted an unpaid leave by the Superintendent/Board of Education. Such costs shall be borne by the individual employee on a prorated basis. The proration will be based on three hundred and sixty-five (365) days. An individual granted a week of unpaid leave shall have the leave prorated on the basis of 5/365th. A person granted more than a week of unpaid leave shall have that leave prorated with the inclusion of weekends to the formula. EXAMPLE: An employee requests and is granted an unpaid leave for the month of September - prorated formula for benefit deduction 30/365.

This section has no bearing on the current salary deduction formula. This formula is based on the number of contract days.

Section 13. CONTRACTUAL STATUS ON LEAVE

A teacher who has been granted a leave under this article shall remain under the same contractual status during the length of the leave. No teacher while on a leave shall be granted a successor limited contract or a continuing contract. EXAMPLE: A teacher with a three year contract is granted leave at the end of the first year of said contract. Upon the teacher's return, the remaining two years of the contract will be honored before a successor contract is recommended.

Section 14. UNPAID LEAVE, FAMILY CARE GIVING

Up to two years unpaid leave shall be granted, upon request, for the purpose of family (as defined in Article XIII, Section 1E) care giving. Unpaid leave will begin after all entitled personal leave days, as provided for under Article XIII, Section 3B, have been used. (O.R.C. Section 3319.13)

Section 15. BEREAVEMENT LEAVE

One (1) day of bereavement leave shall be granted with pay for a death in the teacher's immediate family (Article XIII, Section 1E). This day will not be deducted from the accumulated sick leave. Any days used for bereavement leave beyond the first day will be deducted from the teacher's sick leave or personal leave. The choice will be up to the teacher as to which account is debited.

Herein, "immediate family" shall be defined as: spouse, children, parents, grandparents, siblings, grandchildren, stepchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law and other relatives or dependents residing in the same household.

For the death of a relative not in the immediate family and not living in the same household as the teacher, one (1) day of bereavement leave shall be granted with pay. Funeral time will be allowed only if the employee attends the funeral. This form of leave will not be counted against leave conversion.

Funeral time will be granted to teachers in the instance of the death of a Port Clinton student, a former student (within 5 years) or a current Port Clinton colleague.

Section 16. ATHLETIC TRAVEL

Coaches shall be granted no more than two professional days per athletic season to attend either a clinic or state tournament in which their team is not participating. Any additional leave for clinics or tournaments shall require the coach to use personal leave.

Section 17. FAMILY MEDICAL LEAVE ACT

A teacher of the Board of Education, employed no less than 1,250 hours, with at least twelve (12) months of service with the Board of Education shall be granted twelve (12) weeks of unpaid Family Medical Leave (during each calendar year period for the following:

- * The birth and first year of a child;
- * The adoption or foster placement of a child;
- * The serious illness of a spouse, minor son, minor daughter, guardian, parent of the teacher's family, or any minor dependent child residing in the teacher's house;
- * The teacher's own serious health condition that keeps the teacher from performing the essential functions of the teacher's job; and
- * For a teacher who experiences a qualifying exigency that arises out of the fact that a spouse, child or parent has been called or is on active duty as a member of the National Guard or military reserves (this policy does not apply to active duty served by a member of the regular armed forces).

A "qualifying exigency" is defined by the FMLA as follows:

- * Short-notice deployment;
- * Military events and related activities;
- * Childcare and school activities;
- * Financial and legal arrangements;
- * Counselling;
- * Rest and recuperation (the teacher may take up to fifteen (15) days of leave to spend time with a covered military member who is on short-term, temporary rest and recuperation leave during a period of active deployment).
- * Military Caregiver.
- * Parental Care for a family member serving with the regular armed forces.

A "covered veteran" is an individual who is undergoing medical treatment, recuperation, or therapy for serious injury or illness and who was discharged or released under condition other than dishonourable at any time during the 5-year period prior to the first date of eligible teacher taking FMLA leave to care for the covered veteran.

A "serious injury" or "illness of covered veteran" is defined as:

- * A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating.
- * A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service Related Disability Rating (VASRD) of 50 % or higher and such VASRD rating is based, in whole or part, on the condition precipitating the need for military caregiver leave.
- * A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment.
- * An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

In addition to the types of leaves listed above, an eligible teacher who is the spouse, child, parent or next of kin (i.e. nearest blood relative) of a current member of the Uniformed Armed Forces with a serious illness or injury incurred in the line of duty may take up to twenty-six (26) weeks of leave during a single 12-month period to care for a covered service member. The time period for the twenty-six weeks of leave begins on the first work day the leave begins. Such leave maybe taken only once per injury and is available only while the service member remains in the military.

If the leave request is foreseeable, the teacher shall apply in writing to the Superintendent not later than thirty (30) days prior to beginning date of the requested leave of absence. The written application, requiring the superintendent's approval, shall specify the proposed dates the leave is to commence and to terminate. The Board of Education may require the teacher to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if the teacher requests the leave on the teacher's behalf. Pursuant to the Act, the Board of Education, at its own expense, may require a second medical certification by a medical provider of its choice.

While on family medical leave, the teacher will continue to receive the same group health coverage that the teacher had before the leave. The Board of Education will pay for this continued group health coverage to the same extent that the Board of Education paid for the coverage that the teacher had before beginning the leave.

Serious health condition is defined as an illness, injury, impairment, or mental condition that involves the following:

- * Inpatient care in a hospital, hospice or residential medical facility; or
- * Continuing treatment by a health care provider.

Once the leave is approved by the Superintendent, the leave maybe altered or cancelled pursuant to federal law with the approval of the Superintendent and the teacher.

The taking of intermittent leave, leave on a reduced leave schedule and leave near the end of the school year shall be governed by federal law.

This policy does not limit or enlarge entitlement to paid or unpaid leave for which a teacher is otherwise eligible under the Mater Agreement. However if an teacher is entitled to takes paid sick leave for any of the circumstances set forth above, the sick leave may be treated as and counted against FMLA Leave available.

Section 18. MILITARY LEAVE

- A. Military leave shall be granted in accordance with the requirements of State /Federal law.

- B. Whenever a teacher who is a member of the National Guard, Naval Reserve, Army Reserve, or Air Force Reserve is called to active duty during his/her contract, he/she shall be entitled to a leave of absence from his/her duties without loss of pay for periods not to exceed thirty-one (31) days in a calendar year.

ARTICLE XIV
SALARY

Section 1. SALARY SCHEDULE LANES FOR EMPLOYEES HIRED PRIOR TO JULY 1, 2007.

- A. "Bachelor's Degree" Lane - Teachers in the bargaining unit with a Bachelor's Degree will be paid on the "Bachelor's Degree" lane of the certificated salary schedule.
- B. "150 Semester Hours" Lane - Teachers in the bargaining unit with at least one hundred fifty (150) semester hours of training or the quarter hour equivalent and a Bachelor's Degree will be paid on the "150 Semester Hours" lane of the certificated salary schedule.
- C. "Master's Degree" Lane - Teachers in the bargaining unit with a Master's Degree will be paid on the "Master's Degree" lane of the certificated salary schedule.
- D. "Master's Degree plus 30 Semester Hours" Lane - Teachers in the bargaining unit with a Master's Degree plus at least thirty (30) semester hours of training or the quarter hour equivalent will be paid on the "Master's Degree plus 30 Semester Hours" lane of the certificated salary schedule.

Section 2. SALARY SCHEDULE LANES FOR EMPLOYEES HIRED AFTER JULY 1, 2007 BUT BEFORE APRIL 1, 2013.

- A. "Bachelor's Degree" Lane - Teachers in the bargaining unit with a Bachelor's Degree will be paid on the "Bachelor Degree" lane of the certified salary schedule.
- B. "Bachelor's Degree + 15 Credit Hours Lane - Teachers in the bargaining unit with fifteen graduate hours in addition to their Bachelor's Degree will be paid on the "Bachelor's Degree + 15 Graduate Hours Lane.
- C. "Master's Degree" Lane - Teachers in the bargaining unit with a Master's Degree will be paid on the Master's Degree" lane of the certified salary schedule.
- D. "Master's Degree Plus 30" Lane - Teachers in the bargaining unit with a Master's Degree plus (30) semester graduate hours or the quarter equivalent in an approved program (approved by the LPDC and Superintendent) will be paid on the "Master's Degree Plus 30 in approved area of study lane of the certified salary schedule.

Section 3. LONGEVITY INCREASES

Once a member of the bargaining unit reaches the top of his/her lane of the certificated salary schedule, he/she shall receive additional annual compensation as follows:

| | |
|----------------|--|
| After 17 years | \$650.00 annual longevity |
| After 22 years | an additional \$650 for a total of \$1,300 total annual longevity |
| After 27 years | an additional \$850.00 for a total of \$2,150 total annual longevity |
| After 30 years | an additional \$1,300.00 for a total of \$3,450 total annual longevity |
| After 35 years | \$0.00 total annual longevity |

At the beginning of the 2010-2011 school year, those teachers beginning their 33rd, 34th and 35th years of teaching experience on the PCCSD salary schedule will be eligible for the longevity bonuses outlined within. Said teachers who exceed year 35 will continue to receive \$1950 total annual longevity pay until their retirement.

At the beginning of the 2010-2011 school year, teachers currently at 36 years and above on the PCCSD salary schedule will continue to receive \$1950 total annual longevity pay until their retirement.

With the exception of the above, all teachers shall no longer receive any longevity pay after their 35th year on the PCCSD salary schedule.

The provisions of this sub-section shall take precedence and supersede ORC 3319.08 and ORC 3319.12 as those Revised Code Sections concern a uniform reduction in salaries and a decrease in a teacher's salary from school year to school year.

Section 4. EXTENDED SERVICE PAY CALCULATION

All teachers hired after July 1, 2000 shall be reimbursed for extended days at the Bachelor's-0- experience lane. The Bachelor's-0-experience daily rate will be determined by dividing that figure by 184. Teachers hired prior to July 1, 2000 shall be reimbursed for extended days at their regular daily rate.

Section 5. EXTENDED SERVICE DAYS

Teacher must provide a plan for extended days prior to the start of the school year. Based on the plan the building administrator shall recommend to the superintendent the number of extended days to be awarded if subsequently completed to satisfaction of building administrator. The administrator may not recommend less than the lowest range number and may not recommend more than the highest range number. Ranges are as follows:

| | |
|----------------------------------|------------|
| High School Counselor | 10-20 days |
| Elementary Counselor | 0-5 days |
| Middle School Counselor | 0-5 days |
| DECA | 5-15 days |
| Vocational (OWE) | 0-10 days |
| Vocational (Family/Consumer Sci) | 0-7 days |
| Orchestra | 0-5 days |
| District Band Director | 20-30 days |
| Assistant Band Director | 0-10 days |
| Vocal Music Director | 0-5 days |

Section 6. CASH PAYMENT

A cash payment will be made each year of the contract. Members will have their choice of their share paid to them directly or placed in their HSA account in January. This payment will sunset at the conclusion of this contract. Cash payments will be as follows:

Year 1 (2013-14) - \$250

Year 2 (2014-15) - \$500

Year 3 (2015-16) - \$500

Section 7. FISCAL HEALTH AND ACADEMIC ACHIEVEMENT INCENTIVE

- In the second year (2014-2015) of contract employees are eligible for \$700 bonus if the district maintains an end of year balance of \$11 million AND shows academic improvement as defined below.
- In the third year (2015-16) of contract employee is eligible for \$700 bonus if the district maintains an end of year balance of \$10 million AND shows academic improvement as defined below.
- Fiscal Health and Academic Achievement incentives sunset on June 30, 2016.

ACADEMIC ACHIEVEMENT INCENTIVE

Academic incentive is based on individual building Performance Index (PI) and can be achieved in one of two ways. To receive incentive the building must achieve a PI of 109 or higher on the district report card OR show improvement based on the chart below. First incentive is based on the 2014-15 report card. Second incentive is based on the 2015-16 report card.

PI IMPROVEMENT CHART

Prior Year PI Score = 100 – 109 (must increase 3% in year of incentive)

Prior Year PI Score = 90 – 99 (must increase 4.5% in year of incentive)

Prior Year PI Score = 80 – 89 (must increase 6% in year of incentive)

Prior Year PI Score = Less than 80 (must increase 15% in year of incentive)

***To receive incentive payment both fiscal health and academic achievement criteria must be met in 2014-15 or 2015-16.

Section 8. CERTIFICATED SALARY SCHEDULES FOR EMPLOYEES HIRED BEFORE JULY 1, 2007

Section 9. CERTIFICATED SALARY SCHEDULES FOR EMPLOYEES HIRED AFTER JULY 1, 2007 BUT BEFORE APRIL 1, 2013

Section 8

2013-2014

Teachers Salary Schedule

Base \$
 = 34,808 for 2013-14
 (1% Increase on Base)

For Employees Hired Prior to July 1, 2007

| <u>YEAR</u> | <u>BA</u> <u>Salary</u> | <u>150</u> <u>Hours</u> | <u>Master's</u> <u>Salary</u> | <u>Master's Plus 30</u> <u>Salary</u> |
|-------------|----------------------------|----------------------------|----------------------------------|--|
| - | | | | |
| 0 | \$ 34,808 | \$ 37,881 | \$ 39,546 | \$ 41,214 |
| 1 | \$ 37,843 | \$ 39,727 | \$ 41,790 | \$ 43,602 |
| 2 | \$ 39,546 | \$ 41,576 | \$ 44,036 | \$ 45,991 |
| 3 | \$ 41,176 | \$ 43,420 | \$ 46,283 | \$ 48,419 |
| 4 | \$ 42,842 | \$ 45,304 | \$ 48,562 | \$ 50,808 |
| 5 | \$ 44,545 | \$ 47,151 | \$ 50,808 | \$ 53,235 |
| 6 | \$ 46,174 | \$ 48,996 | \$ 53,054 | \$ 55,625 |
| 7 | \$ 47,804 | \$ 50,846 | \$ 55,300 | \$ 58,015 |
| 8 | \$ 49,505 | \$ 52,694 | \$ 57,546 | \$ 60,406 |
| 9 | \$ 51,136 | \$ 54,539 | \$ 59,791 | \$ 62,831 |
| 10 | \$ 52,799 | \$ 56,422 | \$ 62,073 | \$ 65,947 |
| 11 | \$ 54,467 | \$ 58,270 | \$ 64,317 | \$ 67,686 |
| 12 | \$ 56,132 | \$ 60,115 | \$ 66,562 | \$ 70,146 |
| 13 | \$ - | \$ - | \$ 68,808 | \$ 73,009 |

After 17 years \$650.00 annual longevity

After 22 years an additional \$650 for a total of \$1,300 total annual longevity

After 27 years an additional \$850.00 for a total of \$2,150 total annual longevity

After 30 years an additional \$1,300.00 for a total of \$3,450 total annual longevity

After 35 years \$0.00 longevity total annual longevity

2014-2015

Teachers Salary Schedule

Base \$
 = 35,156 for 2014-15
 (1% Increase on Base)

For Employees Hired **Prior** to July 1, 2007

| YEAR | BA Salary | \$ 150 Hours | Master's Salary | Master's Plus 30 Salary |
|------|--------------|-----------------|--------------------|----------------------------|
| 0 | \$ 35,156 | \$ 38,260 | \$ 39,941 | \$ 41,626 |
| 1 | \$ 38,221 | \$ 40,125 | \$ 42,208 | \$ 44,038 |
| 2 | \$ 39,941 | \$ 41,991 | \$ 44,476 | \$ 46,451 |
| 3 | \$ 41,587 | \$ 43,854 | \$ 46,746 | \$ 48,904 |
| 4 | \$ 43,271 | \$ 45,757 | \$ 49,047 | \$ 51,316 |
| 5 | \$ 44,990 | \$ 47,622 | \$ 51,316 | \$ 53,767 |
| 6 | \$ 46,636 | \$ 49,486 | \$ 53,585 | \$ 56,181 |
| 7 | \$ 48,282 | \$ 51,355 | \$ 55,853 | \$ 58,596 |
| 8 | \$ 50,000 | \$ 53,221 | \$ 58,121 | \$ 61,010 |
| 9 | \$ 51,648 | \$ 55,084 | \$ 60,389 | \$ 63,459 |
| 10 | \$ 53,327 | \$ 56,986 | \$ 62,693 | \$ 66,606 |
| 11 | \$ 55,012 | \$ 58,853 | \$ 64,960 | \$ 68,363 |
| 12 | \$ 56,693 | \$ 60,716 | \$ 67,228 | \$ 70,847 |
| 13 | | \$ | \$ 69,496 | \$ 73,739 |

After 17 years \$650.00 annual longevity

After 22 years an additional \$650 for a total of \$1,300 total annual longevity

After 27 years an additional \$850.00 for a total of \$2,150 total annual longevity

After 30 years an additional \$1,300.00 for a total of \$3,450 total annual longevity

After 35 years \$0.00 longevity total annual longevity

2015-2016

Teachers Salary Schedule

Base \$
 = 35,683 for 2015-2016
 (1.5% Increase on Base)

For Employees Hired **Prior** to July 1, 2007

| YEAR | BA Salary | \$ 150 Hours | Master's Salary | Master's Plus 30 Salary |
|------|--------------|-----------------|--------------------|----------------------------|
| 0 | \$ 35,683 | \$ 38,834 | \$ 40,540 | \$ 42,251 |
| 1 | \$ 38,794 | \$ 40,726 | \$ 42,841 | \$ 44,698 |
| 2 | \$ 40,540 | \$ 42,621 | \$ 45,144 | \$ 47,148 |
| 3 | \$ 42,211 | \$ 44,512 | \$ 47,447 | \$ 49,637 |
| 4 | \$ 43,920 | \$ 46,443 | \$ 49,783 | \$ 52,086 |
| 5 | \$ 45,665 | \$ 48,337 | \$ 52,086 | \$ 54,574 |
| 6 | \$ 47,335 | \$ 50,228 | \$ 54,389 | \$ 57,024 |
| 7 | \$ 49,007 | \$ 52,125 | \$ 56,690 | \$ 59,474 |
| 8 | \$ 50,750 | \$ 54,019 | \$ 58,993 | \$ 61,925 |
| 9 | \$ 52,422 | \$ 55,911 | \$ 61,295 | \$ 64,411 |
| 10 | \$ 54,127 | \$ 57,841 | \$ 63,634 | \$ 67,606 |
| 11 | \$ 55,837 | \$ 59,735 | \$ 65,934 | \$ 69,388 |
| 12 | \$ 57,543 | \$ 61,627 | \$ 68,236 | \$ 71,910 |
| 13 | \$ - | \$ - | \$ 70,539 | \$ 74,845 |

After 17 years \$650.00 annual longevity
 After 22 years an additional \$650 for a total of \$1,300 total annual longevity
 After 27 years an additional \$850.00 for a total of \$2,150 total annual longevity
 After 30 years an additional \$1,300.00 for a total of \$3,450 total annual longevity
 After 35 years \$0.00 longevity total annual longevity

Section 9

2013-2014 Teachers Salary Schedule

Base = \$ 34,808 for 2013-14

(1% Increase on Base)

For Employees Hired After July 1, 2007

| <u>YEAR</u> | <u>BA</u> <u>Salary</u> | <u>BS Plus</u> <u>15 Grad Hrs.</u> | <u>Master's</u> <u>Salary</u> | <u>Master's Plus 30</u> <u>Salary</u> |
|-------------|----------------------------|---------------------------------------|----------------------------------|--|
| - | | | | |
| 0 | \$ 34,808 | \$ 37,881 | \$ 39,545 | \$ 41,214 |
| 1 | \$ 36,325 | \$ 38,805 | \$ 40,669 | \$ 42,408 |
| 2 | \$ 37,843 | \$ 39,728 | \$ 41,790 | \$ 43,601 |
| 3 | \$ 39,545 | \$ 41,576 | \$ 44,036 | \$ 45,992 |
| 4 | \$ 41,176 | \$ 43,420 | \$ 46,283 | \$ 48,419 |
| 5 | \$ 42,009 | \$ 44,362 | \$ 47,423 | \$ 49,614 |
| 6 | \$ 42,842 | \$ 45,304 | \$ 48,562 | \$ 50,808 |
| 7 | \$ 44,545 | \$ 47,151 | \$ 50,808 | \$ 53,235 |
| 8 | \$ 46,174 | \$ 48,996 | \$ 53,054 | \$ 55,625 |
| 9 | \$ 46,990 | \$ 49,921 | \$ 54,178 | \$ 56,821 |
| 10 | \$ 47,804 | \$ 50,846 | \$ 55,300 | \$ 58,015 |
| 11 | \$ 49,506 | \$ 52,693 | \$ 57,545 | \$ 60,406 |
| 12 | \$ 51,136 | \$ 54,539 | \$ 59,791 | \$ 62,831 |
| 13 | \$ 51,968 | \$ 55,480 | \$ 60,932 | \$ 64,390 |
| 14 | \$ 52,799 | \$ 56,422 | \$ 62,072 | \$ 65,947 |
| 15 | \$ 54,468 | \$ 58,270 | \$ 64,317 | \$ 67,687 |
| 16 | \$ 56,132 | \$ 60,115 | \$ 66,562 | \$ 70,146 |
| 17 | | | \$ 68,808 | \$ 73,009 |

After 17 years \$650.00 annual longevity

After 22 years an additional \$650 for a total of \$1,300 total annual longevity

After 27 years an additional \$850.00 for a total of \$2,150 total annual longevity

After 30 years an additional \$1,300.00 for a total of \$3,450 total annual longevity

After 35 years \$0.00 longevity total annual longevity

2014-2015

Teachers Salary Schedule

Base = \$ 35,156 for 2014-15

(1% Increase on Base)

For Employees Hired **After** July 1, 2007

| YEAR | BA | BS Plus | Master's | Master's Plus 30 |
|------|-----------|--------------|-----------|------------------|
| | Salary | 15 Grad Hrs. | Salary | Salary |
| 0 | \$ 35,156 | \$ 38,260 | \$ 39,941 | \$ 41,626 |
| 1 | \$ 36,688 | \$ 39,193 | \$ 41,075 | \$ 42,832 |
| 2 | \$ 38,221 | \$ 40,125 | \$ 42,208 | \$ 44,037 |
| 3 | \$ 39,941 | \$ 41,992 | \$ 44,477 | \$ 46,452 |
| 4 | \$ 41,588 | \$ 43,854 | \$ 46,746 | \$ 48,904 |
| 5 | \$ 42,429 | \$ 44,806 | \$ 47,897 | \$ 50,110 |
| 6 | \$ 43,271 | \$ 45,757 | \$ 49,048 | \$ 51,316 |
| 7 | \$ 44,990 | \$ 47,623 | \$ 51,316 | \$ 53,768 |
| 8 | \$ 46,636 | \$ 49,486 | \$ 53,585 | \$ 56,181 |
| 9 | \$ 47,460 | \$ 50,420 | \$ 54,719 | \$ 57,389 |
| 10 | \$ 48,282 | \$ 51,354 | \$ 55,853 | \$ 58,596 |
| 11 | \$ 50,001 | \$ 53,220 | \$ 58,121 | \$ 61,010 |
| 12 | \$ 51,647 | \$ 55,084 | \$ 60,389 | \$ 63,460 |
| 13 | \$ 52,488 | \$ 56,035 | \$ 61,541 | \$ 65,034 |
| 14 | \$ 53,327 | \$ 56,986 | \$ 62,693 | \$ 66,607 |
| 15 | \$ 55,012 | \$ 58,852 | \$ 64,960 | \$ 68,364 |
| 16 | \$ 56,693 | \$ 60,716 | \$ 67,228 | \$ 70,847 |
| 17 | | | \$ 69,496 | \$ 73,739 |

After 17 years \$650.00 annual longevity

After 22 years an additional \$650 for a total of \$1,300 total annual longevity

After 27 years an additional \$850.00 for a total of \$2,150 total annual longevity

After 30 years an additional \$1,300.00 for a total of \$3,450 total annual longevity

After 35 years \$0.00 longevity total annual longevity

2015-2016

Teachers Salary Schedule

Base = \$ 35,683 for 2015-2016

(1.5% Increase on Base)

For Employees Hired After July 1, 2007

| YEAR | BA Salary | BS Plus 15 Grad Hrs. | Master's Salary | Master's Plus 30 Salary |
|------|--------------|-------------------------|--------------------|----------------------------|
| 0 | \$ 35,683 | \$ 38,834 | \$ 40,540 | \$ 42,251 |
| 1 | \$ 37,239 | \$ 39,781 | \$ 41,692 | \$ 43,475 |
| 2 | \$ 38,795 | \$ 40,727 | \$ 42,841 | \$ 44,698 |
| 3 | \$ 40,540 | \$ 42,622 | \$ 45,144 | \$ 47,149 |
| 4 | \$ 42,211 | \$ 44,512 | \$ 47,447 | \$ 49,637 |
| 5 | \$ 43,066 | \$ 45,478 | \$ 48,615 | \$ 50,861 |
| 6 | \$ 43,920 | \$ 46,443 | \$ 49,784 | \$ 52,086 |
| 7 | \$ 45,665 | \$ 48,337 | \$ 52,086 | \$ 54,574 |
| 8 | \$ 47,335 | \$ 50,229 | \$ 54,389 | \$ 57,024 |
| 9 | \$ 48,171 | \$ 51,177 | \$ 55,540 | \$ 58,250 |
| 10 | \$ 49,007 | \$ 52,125 | \$ 56,691 | \$ 59,475 |
| 11 | \$ 50,751 | \$ 54,019 | \$ 58,993 | \$ 61,925 |
| 12 | \$ 52,422 | \$ 55,910 | \$ 61,295 | \$ 64,412 |
| 13 | \$ 53,275 | \$ 56,875 | \$ 62,464 | \$ 66,009 |
| 14 | \$ 54,127 | \$ 57,841 | \$ 63,633 | \$ 67,606 |
| 15 | \$ 55,838 | \$ 59,735 | \$ 65,934 | \$ 69,389 |
| 16 | \$ 57,544 | \$ 61,627 | \$ 68,236 | \$ 71,910 |
| 17 | | | \$ 70,538 | \$ 74,845 |

After 17 years \$650.00 annual longevity

After 22 years an additional \$650 for a total of \$1,300 total annual longevity

After 27 years an additional \$850.00 for a total of \$2,150 total annual longevity

After 30 years an additional \$1,300.00 for a total of \$3,450 total annual longevity

After 35 years \$0.00 longevity total annual longevity

Section 10. CERTIFICATED SALARY SCHEDULES FOR EMPLOYEES HIRED AFTER APRIL 1, 2013 (Performance Based Salary Schedule) APPENDIX I

SALARY SCHEDULE FOR ALL EMPLOYEES HIRED AFTER APRIL 1, 2013.

Performance Based Salary Schedule

All employees on the PBSS will be placed based on years of service and educational level as determined by traditional salary schedule. Starting salary will be set based on traditional salary schedule in Section 2. At the conclusion of the school year teachers on the PBSS will receive increases based on their performance as determined by the "Teacher Performance Standards" on the OTES evaluation instrument.

- Teachers receiving an "Accomplished" score on PBSS will receive a 4% increase on their salary for the following year.
- Teachers receiving a "Skilled" score on PBSS will receive a 3% increase on their salary for the following year.
- Teachers receiving a "Developing" score on PBSS will receive a 2% increase on their salary for the following year.
- Teachers receiving an "Ineffective" score on PBSS will receive a 0% increase on their salary for the following year.

The increases earned will be added to the employee's base salary from the previous year. For example....

Base Salary for 2013-14 = \$50,000

Skilled = 3%

Base Salary for 2014-15 = \$51,500 ($\$50,000 \times 1.03$)

Employees scoring over 110 points will receive a \$1,000 bonus for that year only, not to be added to base salary.

Employees receiving a Master's Degree while on the PBSS will receive a one time \$5,000 stipend added to their base salary for future calculations.

Section 11. SUPPLEMENTAL SALARY SCHEDULE

- A. The holder of a supplemental contract shall determine his/her salary by multiplying the zero experience salary for the 150 Semester Hour lane or BS + 15 Graduate Hour lane of the certificated salary schedule by the percentage figure of the appropriate level of experience listed below. Experience will be determined by the number of years of service in the Port Clinton City Schools in that supplemental position.
- B. Supplemental contracts shall first be offered to teachers deemed qualified for the position by the Board who are regularly employed by the Board. If no regular employed teacher accepts the contract, the Board may offer the position to a person not employed as a regular teacher, and in accordance with State rules and regulations.
- C. On the Supplemental Salary Schedule chart, lane "O" shall mean that the employee has not had any prior experience in the Port Clinton City Schools.

- D. Service by members of the bargaining unit extending before or after such member's regular duty day and which is not a part of the member's regular teaching duties shall be deemed supplemental duties and shall be set forth in a limited contract of one year. Notwithstanding Section 3319.11 of the Ohio Revised Code, such supplemental contract shall expire on the date stated thereon, unless the Board, upon recommendation of the Superintendent, takes action to offer said member of the Bargaining Unit a renewal of such supplemental contract.
- E. A member of the Bargaining Unit offered a supplemental contract shall execute and return such contract to the Treasurer at such time as shall be indicated on said contract (not less than fifteen calendar days from the date of issuance). Failure to execute and timely return the contract as required herein shall constitute a rejection of such offer of employment.
- F. Any teacher who does not wish to continue to perform supplemental duties for the succeeding school year shall notify the Superintendent on or before April 10.
- G. Payment of Supplemental Contract stipend shall be at the employee's regular rate of deductions for tax purposes unless prohibited by the Internal Revenue Service.
- H. The Board of Education shall have the authority to create, alter and/or eliminate supplemental positions under this sub-section. If a new position is created and/or altered, the Board shall negotiate the rate of compensation with PCFT.
- I. The Board has the right to determine which supplemental positions need to be filled.
- J. The Board of Education has the authority to rescind the Supplemental Contract by October 1, if participation is deemed insufficient. This language pursuant to ORC 4117.10 (A) takes precedence and supersedes ORC Section 3319.16 and 3319.161
- K. Any coach moving up or down the supplemental contract schedule, within the same classification, will retain the years of experience; unless that movement is from a subordinate position to a Head Coaching position. If a coach moves from a subordinate position into a head position in the same classification, they will not receive less compensation than they received as the subordinate coach.
- L. The non-renewal of supplemental contracts shall not be subject to the grievance procedure.

M. Supplemental salaries shall be according to the chart below.

| | 0 | 1 | 2 | 3 | 4 | 5 | 6 |
|---|------|-------|------|-------|------|-------|------|
| A | 15.5 | 16.5 | 17.5 | 18.5 | 19.5 | 20.5 | 21.5 |
| B | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| C | 9.5 | 10.25 | 11 | 11.75 | 12.5 | 13.25 | 14 |
| D | 8.5 | 9.25 | 10 | 10.75 | 11.5 | 12.25 | 13 |
| E | 7.5 | 8 | 8.5 | 9 | 9.5 | 10 | 10.5 |
| F | 6.5 | 7 | 7.5 | 8 | 8.5 | 9 | 9.5 |
| G | 5.5 | 6 | 6.5 | 7 | 7.5 | 8 | 8.5 |
| H | 4.5 | 4.75 | 5 | 5.25 | 5.5 | 5.75 | 6 |
| I | 4 | 4.25 | 4.5 | 4.75 | 5 | 5.25 | 5.5 |
| J | 3.5 | 3.75 | 4 | 4.25 | 4.5 | 4.75 | 5 |
| K | 3.25 | 3.5 | 3.75 | 4 | 4.25 | 4.50 | 4.75 |

N. For the 2010-2011 (year 1 of contract) school year, supplemental contract holders will be able to receive payment for duties throughout the school year. During the 2011-2012 (year 2 of contract) and on, supplemental contract holders will be paid upon the completion of the season. Teachers requesting special consideration for year-long pay must petition the superintendent prior to September 1 of that school year.

SUPPLEMENTAL SCHEDULE

General Athletic Positions:

High School Athletic Director (A)
 Asst. High School Athletic Director (E)
 Middle School Athletic Director (C)
 Athletic Trainer (H) Fall, Winter, Spring

Baseball:

Head Coach (D)
 Assistant Coach (G)
 Reserve Coach (G)

Bowling:

Head Coach (E)

Basketball:

Head Coach (B)
 Assistant Varsity Coach (C)
 Junior Varsity Coach (C)
 Freshman Coach (D)
 Middle School Coach (E)
 Elementary Intramural Coach (J)

Cheerleading:

Varsity/Junior Varsity Coach (E)
 Freshman Coach (H)
 Middle School Coach (H)

Cross Country:

Head Coach (F)
 Middle School Coach (H)

Football:

Head Coach (B)
 Assistant Varsity Coach (C)
 Freshman Coach (D)
 Middle School Coach (E)

Golf:

Head Coach (E)

Soccer:

Head Coach (E)
 Junior Varsity Coach (G)

Softball:

Head Coach (D)
 Assistant Varsity Coach (G)
 Junior Varsity Coach (G)

Swimming:

Head Coach (C)
 Assistant Varsity Coach (F)
 Middle School Coach (J)

Tennis:

Head Coach (E)
 Assistant Coach (H)

Track:

Head Coach (C)
 Assistant Varsity Coach (F)
 Middle School Track (I)

Volleyball:

Head Coach (D)
 Junior Varsity Coach (G)
 Freshman Coach (G)
 Middle School Coach (H)

Wrestling:

Head Coach (C)
 Assistant Coach (F)
 Middle School Coach (H)

Academic Challenge (J)
 Builders Club – Middle School (K)
 Chess Club Advisor (J)
 Choreographer (Student Music Production) (K)
 Class Advisors - Grades 9, 10 (K)
 Class Advisors – Grades 11, 12 (I)
 Consulting Teacher – (F)
 DECA Club (J)
 Department Chairperson - (K-12) (I)
 Department Chairperson - (6-12) (I)
 Detention Supervisor – High School – Hourly
 Drama Club Advisor (J)
 Drama Club Director – Per Production (K)
 FCCLA (J)
 Future Medical Professional Of America (J)
 Flag Corps Advisor (J)
 FTA – Future Teachers of America (J)
 German Club (J)
 Grade Level Chairperson (K-5) (H)
 In School Suspension Supervisor PCHS/MS - Hourly
 Key Club (J)
 Leadership Board High School (H)
 Mentors (F)
 Middle School Dean (C)
 Morning Supervisor Middle School – Hourly
 Music Director – Per Musical Production (K)
 National Honor Society (J)
 Newspaper Advisor -Middle School/Elem. (J)
 Publications (J)
 Review Board – Hourly
 Saturday Session Supervisor Middle School – Hourly
 Saturday Session Supervisor – High School - Hourly
 Ski Club Advisor (J)
 International Language Club (J)
 Student Council - Middle School (J)
 Team Leaders – Middle School (H)
 Tech Director of PAC – Hourly
 Touch of Class Advisor (J)
 Varsity Club Advisor (K)
 Webmaster (K)

Weight Room Supervisor (K) – 4 seasons

****Coaches must complete all inventories one week after their banquet/awards night. If this is not completed, supplemental pay will not be paid.**

**** Clubs shall: a) meet at least once a month and b) operate under a formal constitution and or bylaws approved by the Board of Education.**

EXTENDED SEASON

In the event that an interscholastic team advances beyond the first level in tournament competition, the following payment schedule will apply:

| <u>Position</u> | <u>Payment</u> |
|------------------------|---------------------------|
| Head Football | \$200 per additional week |
| Head Volleyball | \$200 per additional week |
| Head Basketball | \$200 per additional week |
| Head Baseball/Softball | \$200 per additional week |
| Head Soccer | \$200 per additional week |
| Head Wrestling | \$100 per additional week |
| Head Swim | \$100 per additional week |
| Head Track | \$100 per additional week |
| Head Golf | \$100 per additional week |
| Head Cross Country | \$100 per additional week |
| Head Tennis | \$100 per additional week |
| Head Bowling | \$100 per additional week |

In those sports such as track, golf, wrestling, tennis and cross country that may have participation at the tournament level of less than four (4) team members, the amounts listed above shall be reduced to one-half.

Section 12. PICK-UP RETIREMENT

The Board shall "pick-up" the employee's full contribution to the State Teachers Retirement System (STRS) as authorized to STRS Rule 3307-1-23, Federal Ruling Number 77-462 and OAG 82-097. Under these provisions the Board shall not deduct State or Federal taxes on the teacher's required contributions to the STRS and such shall be noted on the W-2 form.

Further, the Board shall "pick-up" 1.5% of the employee's contribution STRS payment. Said pick-up shall be provided and interpreted as salary for the purposes of STRS establishing that pick-up on the pick-up is in place. Said pick-up and pick-up on the pick-up shall begin with the first pay of the 2003-04 school year. This provision is only for employees hired prior to June 1, 2004.

Section 13. EVALUATION OF SUPPLEMENTAL ADVISORS AND/OR COACHES

Each club/organization advisor shall be evaluated upon the completion of their activity by the supervising administrator. Activities and clubs at the high school will be evaluated by the Assistant High School Principal. Activities and clubs at the middle school will be evaluated by the Middle School Principal. Activities and clubs at the elementary school will be evaluated by the Elementary Principal. All head coaches will be evaluated by the high school athletic director. All head coaches are responsible for the evaluation of their assistant coaches in grades 7 – 12 and shall submit the evaluation form to the high school athletic director.

A planning meeting will be held at the beginning of the school year with all advisors per building. This planning meeting should include a brief summary from the advisor of what their organization will

accomplish during the course of the year as well as expectations of the evaluating administrator. Evaluation checklist shall be distributed by the supervisor at this initial meeting.

Evaluations will be conducted in a face to face meeting between advisor and administrator or athletic director and head coach at the conclusion of their season or activity.

Extracurricular advisors will be evaluated using the form identified as Appendix "K".
Coaches will be evaluated by using the form identified as Appendix "L".

ARTICLE XV
FRINGE BENEFITS

Section I.

HEALTH INSURANCE

- A. Members shall be eligible for Prescription Drug, Dental, Vision, Life Insurance and a choice of health insurance plans offered through OSBC Consortium or its successor. The current plan offerings are Option 5, 6 and 7 which will remain in effect for the life of this contract unless changes are mutually agreed upon.
- B. The following are the amounts the Board of Education's yearly premium cost shall not exceed with the exception of the employee CAP being exceeded as defined below

| <u>4 -Tiers for H.S.A. Plans</u> | | <u>Option #5</u> | |
|----------------------------------|----------|---------------------|----------|
| Single: | \$5,790 | Single: | \$5,340 |
| Employee/Spouse: | \$10,770 | Employee/Spouse: | \$9,770 |
| Employee/Child: | \$9,805 | Employee/Child: | \$8,805 |
| Traditional Family: | \$15,595 | Traditional Family: | \$14,595 |

The following are the maximum out of pocket monthly premiums for employees. The following employee CAP's sunset at the conclusion of this contract

The employee CAP's listed below do not apply to employees electing not to participate in the health screening.

| <u>4 -Tiers for H.S.A. Plans</u> | | <u>Option #5</u> | |
|----------------------------------|----------|---------------------|------------|
| Single: | \$120.00 | Single: | \$410.00 |
| Employee/Spouse: | \$210.00 | Employee/Spouse: | \$805.00 |
| Employee/Child: | \$190.00 | Employee/Child: | \$735.00 |
| Traditional Family: | \$300.00 | Traditional Family: | \$1,155.00 |

RESULTS BASED POINT SYSTEM

A health screening will be held each year to determine points that can add or subtract from the base health insurance premium amounts. 4 points = the base health insurance premium. The point system is as follows:

| | | |
|------------|------|---|
| 5 points = | - 4% | reduction from the base health premium insurance rate |
| 4 points = | | Base rate - the current health premium insurance rate for that year |
| 3 points = | + 4% | add on to the base health premium insurance rate |
| 2 points = | +8% | add on to the base health premium insurance rate |
| 1 point = | +12% | add on to the base health premium insurance rate |
| 0 points = | +16% | add on to the base health premium insurance rate |

Definition of Health Standards "APPENDIX I"

Non participation. Any employee who does not participate in the health screening and carries the school health insurance will be subject to a 30% add on charge to their base health insurance premium.

The point calculation for employees with a spouse on our plan is as follows:

Both employee and their spouse points are added together, and divided by 2. Any number with a decimal (example 2.5, 3.5, etc) will be rounded up to the next whole number.

An appeals process will be in place that follows federal health care regulations.

In the first year of this contract 2013-2014, the point system will NOT affect the health insurance premiums. Employees are encouraged to screen and receive their results, but their points will not affect their rates with one exception. Employees who choose NOT to screen, will receive a 30% surcharge to their base premium in the 2013-2014 school year. The 30% add-on fee for non participation by an employee will apply for all 3 years of this agreement.

In the second and third year of this contract (2014-2015 & 2015-2016), the point system will take effect as outlined above. The employee caps for monthly premiums also apply to the results based premiums for the life of this contract.

Employee spouses who are on our medical plan are not subject to the 30% add-on fee for non-participation. However, in the second and third year of this contract (FY 2015 & FY 2016) non-participation will result in a point score of 0 and will be added together with their employee's point total to come up with a final score. Employee spouses who are on the district health plan as secondary coverage are also subject to screening procedures as identified above.

Current point structure and biometric goals established by San Ott Consortium shall be in place for the life of this contract.

An insurance committee will review components of all health insurance plans and make recommendations for change, modifications or improvements to said plans.

The yearly premium will run January 1 through December 31 each year and will be prorated for employees who are not here for the entire 12 month period.

- C. A certified staff member electing one of the plans **offered by OSBC**, whose total premium is less than the maximum paid premium will receive 50% of the difference below the established CAP. This will include any and all premium holidays. When this is the case (premium is below the CAP), the member will have their choice of receiving payment in October or having this amount added to their HSA in January. When the difference between the cap and the plan premium is \$500.00 or less, the employee shall receive the full amount. When the difference between the cap and plan premium exceeds \$500.00, the employee and the board shall share 50/50.

Any cost exceeding the CAP for employees selecting a plan will be paid at 100% by the employee **with the exception of the employee monthly cap amount above (employee cap sunsets at the conclusion of this contract).**

- D. A certified staff member electing to place any sum of money in a Section 125 Plan (Dependent/Medical Care) will be subject to the regulation established by the Internal Revenue Service. If there is a charge to the district for the administration of the Section 125 Plan, it will be subject to negotiation.
- E. A certified staff member electing insurance coverage which exceeds the Board paid maximum premium dollars, will receive a payroll deduction for the amount exceeding that maximum.
- F. An Open Enrolment Period of one (1) month designated by the OSBC Consortium or its successor shall occur each calendar year. Changes not made during the Open Enrolment Period shall be subject to appropriate laws and rules established by the carrier. Typical reasons might include: marriage, birth of a child, adoption, change independent's status, divorce, death of a spouse, loss of benefits by a spouse, etc.

Notification of any changes listed above must be made within 30 days to the treasurer's office.

- G. A certified staff member may be covered by the benefit plan through qualifying events as defined by C.O.B.R.A. In addition, a certified staff member who loses coverage because of termination of spouse's coverage for any other reason shall be covered. Upon a qualifying event occurring, a certified staff member shall immediately notify the Treasurer's Office, in writing. Coverage will take effect upon the first of the following month after notification.
- H. Any certified staff member who declines medical and prescription drug insurance via a waiver, shall be entitled to receive \$2,000 per calendar year, or prorated portion thereof. This payment will be made on a quarterly basis. The only dual coverage available for married couples who are employees of the district is a single plan. For example, a married couple could both choose a single coverage health plan, but could not both choose a family or a combination family/single plan.
- I. The current deductible for Option #6 (H.S.A) plan is \$2,500 single and \$5,000.00 family. These deductibles will remain the same for the duration of this contract.

If the I.R.S. changes the deductible amounts for the H.S.A. Option 6 plan the Board agrees to reimburse those employees who reach the new deductible amount. For example, if the new deductible amount changes to \$2,600 for single and \$5,100 for family, and an employee has claims that reaches the deductible of \$2,600 – the Board will reimburse the employee \$100.00. The same holds true for the family deductible—if the combined family deductible is raised to \$5,100 and the family reaches this

amount, the Board will reimburse \$100.00 to keep the out of pocket deductible at \$5,000.00 for the life of this contract. The employee will submit a statement (from Medical Mutual or its successor) showing they have reached the deductible amount and will be promptly reimbursed.

The 2013 deductible of \$2400/\$4800 and the 2013 reimbursement will remain in effect through December 31, 2013.

- J. Employees who decline health insurance can still sign up for dental or vision insurance. The cost will be split 50% Board and 50% Employee for dental & vision for these employees.

Section 2. WORKING SPOUSE RULE

1. A "Working Spouse" rule will be in effect for Port Clinton City School employees whose spouse works for another employer outside the OSBC consortium.
2. Eligibility will be determined based upon the following guidelines:
 - a. Your spouse must enroll in at least single coverage through their employer if:
 - i. Your spouse is eligible for health insurance through his/her employer.
 - ii. Your spouse will be eligible for health insurance through his/her retirement system when your spouse retires.
 - b. If one (1) of the above pertains to your spouse:
 - i. Your spouse needs to enroll on their employer's plan at their next open enrollment period for at least single coverage.
 - ii. Your spouse can still be covered on the OSBC as secondary.
3. Your spouse is exempt from this requirement if:
 - a. Your spouse does not have access to employer subsidized health insurance.
 - c. The amount a spouse contributes to be exempt will be determined annually by the OSBC Consortium, or its' successor.
 - d. Your spouse is currently retired, eligible for Medicare, but not on the retirement system program. In other words, any spouse retired before the effective date is grandfathered on the OSBC program and is not required to pick up the retirement coverage.
4. When your spouse has enrolled in a plan maintained by his/her employer, coverage for your spouse under the OSBC plan will then be secondary to the coverage provided by your spouse's employer's plan.

Section 3. LIFE INSURANCE

Term life insurance in the amount of \$30,000 (with double indemnity) shall be provided each employee.

Section 4. BENEFIT ACCOUNTING

The Board can provide all employees annually with an individual accounting of the cost of their fringe benefits.

Section 5. TAXABLE STATUS

In the event that fringe benefits become legally taxable items, the PCFT will survey its members regarding future direction on fringe benefits.

Section 6. SEVERANCE PAY

- A. Retirement severance will be paid to each employee retiring from the Port Clinton City School System at a per diem rate of the annual salary at the time of retirement and after ten (10) years of service under STRS.
- B. To qualify for severance retirement a teacher shall submit a written statement of retirement addressed to the Board of Education at least ninety days prior to the effective date of retirement and the teacher must file and be eligible for retirement benefits with STRS.
- C. The Treasurer shall make the entire payment to the teacher within 45 days of documentation of teacher's STRS retirement payment.
- D. Severance shall be based on the teacher's per diem rate and paid at twenty-five percent (25%) of the sick leave accumulation of 255 days up to a maximum of sixty four (64) days. The payment of severance shall zero out all sick leave accumulation. **Beginning with the 2015-2016 school year, severance will be calculated as follows:**

(25%) of the individual teachers sick leave accumulation up to a maximum of sixty four (64) days x Bachelors column at 16 year's experience (to calculate the daily per diem rate). For example, if the current bachelor's 16 = \$55,576, assuming an employee had 200 sick days accumulated, the calculation would be $\$55,576/184 = 302.04 \times 50 \text{ (days)} = \$15,102$.

Section 7. RETIREMENT BONUS

Eligibility:

- A. Individuals eligible for retirement must tender their letter of resignation to the Board of Education no less than ninety (90) days prior to their actual retirement date to be eligible for the Retirement Bonus and also have no less than 10 consecutive years of service in the Port Clinton City Schools.
- B. The following age and service requirement for retirement under STRS will be in effect.
 - 1. Thirty (30) years and any age.
 - 2. Fifty-five (55) years of age and twenty-five (25) years of service.
 - 3. Sixty (60) years of age and a minimum of five (5) but no more than thirty (30) years of service.
- C. The total years of service to public education as is determined by STRS will be used in determining B above.

D. Bonus:

1. The bonus will be calculated by multiplying the teacher's daily rate times thirty (30). This will determine the yearly amount to pay in the form of a bonus, and will occur in each year over a three-year period.
2. This bonus shall not be considered as salary and can not be used to calculate STRS benefit (according to STRS regulations)
3. Individuals retiring under this Retirement Bonus Program will receive their retirement bonus in three equal installments. The payments will be made on or before March 31st. In the event of the death of an employee retiring under this plan, the proceeds from this Retirement Bonus will be paid to the estate.
4. The Retirement Bonus will only be available to those who fulfill the requirements of Section (A&B) above, and will only be eligible when those requirements come into place.
5. If a teacher decides to take advantage of the Retirement Bonus, and retires prior to the completion of the contract year, it is mutually agreed upon by the parties (Port Clinton Federation of Teachers and Board) that the replacement teacher will be treated as a long term substitute for the balance of the year and paid accordingly. The substitutes contract will expire at the completion of the year with no future employment obligation between the Board and long term substitute. The Board encourages teachers to complete the contract term in which they become eligible for retirement, but provide the options to leave prior to the school year's conclusion, if this becomes the desire of the teacher.

Section 8. SAFETY EYE GLASSES

The Board of Education shall provide without charge prescription safety eye glasses to any teacher who customarily wears eye glasses and teaches a course for which protective eye devices are required pursuant to 3313.643, Revised Code. The Board shall prescribe the style of eye glasses furnished. Replacement eye glasses will be provided by the Board without charge if a prescription change is necessary. Replacement of such eye glasses otherwise shall be at the expense of the teachers.

Section 9. TUITION REIMBURSEMENT

In an effort to further the professional development of certified staff members and improve student achievement, the Board of Education may reimburse a certified staff member annually as approved by the Local Professional Development Committee (LPDC) who shall administer the funds and approve payment under the following rules:

- The course must be pre-approved by LPDC, from a regionally accredited college or university and documentation must be presented to the LPDC upon successful completion (a grade of B- or better), or "pass" if on a pass/fail;
- The course shall be included on the teacher's IPDP and must be relevant to their professional teaching position with the school system;
- Teacher reimbursement may not exceed **\$1,200** annually;
- The reimbursement year shall be from the first day of school through the succeeding summer;

- A teacher is eligible for the reimbursement after they have completed the Mentor program with the school system. The Board shall not reimburse a teacher for a summer in which they will not be returning to work the following school year;
- Tuition and the school general fee are the only reimbursable costs;
- The pool of funds to be administered annually by the LPDC shall be **\$30,000** available on a first come-first served basis. Once these annual funds are expended no other reimbursement may take place for courses taken that school year.

ARTICLE XVI
DRUG FREE WORKPLACE COMPLIANCE

Section 1. DRUG FREE WORK PLACE

PCFT and the Board of Education agree that the Port Clinton City School District will maintain a drug free work place and comply with the federal law provisions of a drug free work place but shall negotiate the effects thereof prior to implementation.

ARTICLE XVII
MENTORING

SECTION 1. MENTOR PROGRAM

- A. Mentoring Program: A program of support provided by the school district to meet the needs of a teacher who must meet the requirements for license renewal by the Ohio Department of Education in accordance with the provisions of HB 1.
- B. Resident Educator: Any newly hired PCCS teacher who has not completed the requirements/provisions of the Ohio Department of Education Resident Educator Transition Program or Resident Educator Program.
- C. Teacher Mentor: A teacher who provides assistance to a Resident Educator and assists the Resident Educator with the successful completion of the Resident Educator Transition Program or Resident Educator Program.
 - 1. Teacher Mentor positions will be filled by teachers who meet the requirements of the Resident Transition Educator Program or the Resident Educator Program, as well as the procedures for posting and filling of vacancies.
 - 2. The Teacher Mentor shall be issued a limited supplemental contract and be compensated in accordance with the supplemental salary schedule.
 - 3. Teacher Mentors who agree to be assigned to more than one Resident Educator shall receive supplemental contracts for each Resident Educator as assigned.
- D. Lead Mentor: A Port Clinton City Schools Mentor Teacher who will oversee and monitor the district mentoring program.
 - 1. The Lead Mentor will meet the training requirements of the Resident Educator Transition Program or the Resident Educator Program.

2. The Lead mentor will have a minimum five (5) consecutive years of teaching experience in the PCCSD.
3. Experience in successfully mentoring one or more PCCS Resident Educators.
4. Continued commitment to the district's mentoring program.
5. The Lead Mentor position will be filled by a PCCS teacher who meets the requirements as listed in Item D, as well as the procedures for posting and filling of vacancies.
6. The Lead mentor will be granted a limited supplemental contract and be compensated in accordance with the supplemental salary schedule.

ARTICLE XVIII NAVIGATOR PROGRAM

The Navigator Program is an elective program for PCFT members to engage in that supports and rewards innovative classroom instruction. Innovative classroom instruction is defined as work with students that reaches above and beyond typical instruction and enriches student achievement through creative and engaging experiences and activities. Participants are eligible to receive personal stipends based upon the merits/success of their program.

Each academic year, the Navigator Panel shall review all submitted proposals for approval/denial following the published timeline. The Navigator Panel shall consist of: one retired teacher, two district administrators, one board member and the superintendent or his designee.

Review of the construct of the Navigator Program can be initiated by the Administration or the Association when mutually agreed necessary. This program will be available to staff members as long as funds are available. Decisions of the Navigator panel are not subject to the grievance procedure.

The celebration of Navigator award recipients will be held annually with the cost of the event shared between the Board and PCFT.

ARTICLE XIX TERMS OF AGREEMENT

Section 1. LENGTH OF CONTRACT

This agreement and the attachments thereto constitute all agreements that have been entered into between the Board of Education and the PCFT and shall be effective on and after July 1, 2013 and shall expire at midnight on June 30, 2016. Except as provided in Section 2 of this Article, neither party shall be required to negotiate with the other party for the term of this agreement.

Section 2. NEGOTIATIONS TIME FRAME

Provided that the PCFT has not been removed as the collective bargaining agent for the employees of the bargaining unit covered by this Agreement, the parties agree that negotiations for a successor to this Agreement shall commence during the last four months of this Agreement in accordance with the provisions of this Agreement.

Section 3. SIGNATURE PAGE

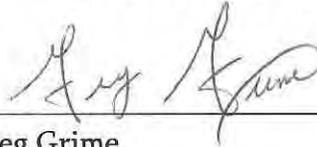
IN WITNESS WHEREOF, the parties have set their hands by their duly authorized representatives on this 19th day of August, 2013.

BOARD OF EDUCATION OF THE
PORT CLINTON CITY SCHOOL DISTRICT

PORT CLINTON FEDERATION OF
TEACHERS, LOCAL 3217



David Belden
President



Greg Grime
President



Pat Adkins
Superintendent of Schools



Jeff Dornbusch
Treasurer

APPENDIX A

PROCEDURES FOR DETERMINING WHETHER A REPRESENTATION ELECTION IS TO BE CONDUCTED

The following policies and procedures will be followed to determine whether or not an election shall be held to elect a sole and exclusive bargaining agent, if any, for the bargaining unit as defined in Article I, Section A of the Master Agreement between the Port Clinton Federation of Teachers and the Port Clinton Board of Education.

1. The "Challenging Organization" shall submit to the Board of Education, after September 1st, evidence that it is a bona fide teachers' organization, as defined in Article I, Section G of the Master Agreement.
2. If there is sufficient evidence that the Challenging Organization is a bona fide teachers' organization, the Board shall give the Challenging Organization "official petitions". Upon notification by the Challenging Organization that they believe that they have sufficient signatures, the Board shall request the A.A.A. to appoint single election arbitrator.
3. The Election Arbitrator shall have the authority to determine the validity of petitions, including but not limited to the validity of signatures.
4. Within two (2) week days of the selection of the Election Arbitrator, the Challenging Organization shall submit the original of its Petition(s) for a Representative Election to the Election Arbitrator.
5. An election shall be held on the second Tuesday of November if the petition(s) contain the valid signatures of at least 40% of the members of the bargaining unit.
6. A petition will not be deemed valid unless circulated by a member of the bargaining unit whose name appears thereon. A signature is not valid unless it is that of a member of the bargaining unit who is employed by the Board of Education as of September 1st.
7. The cost of the election, including the services of the American Arbitration Association and of the Election Arbitrator to be selected through A.A.A., will be paid by the Challenging Organization.
8. These policies and procedures shall be enforced in a manner consistent with the Master Agreement between the PCFT and the Board of Education.

OFFICIAL PETITION

WE THE UNDERSIGNED HEREBY WANT THE OPPORTUNITY TO REMOVE THE PORT CLINTON
FEDERATION OF TEACHERS as the teachers' representative, and therefore petition the Port Clinton
Federation of Teachers and the Port Clinton Board of Education to cause an election between the PCFT and

(insert name of the challenging organization)

to determine which organization will be the sole and exclusive representative of the teachers' bargaining unit.

SIGNATURE

DATE

SCHOOL

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.

CIRCULATOR: _____

APPENDIX B
APPLICATION FOR USE OF ASSAULT LEAVE

Application for use of assault leave submitted pursuant to section 3319.143, revised code, and article VI, Section 2 of agreement between Port Clinton Board of Education and PCFT.

Name of employee making application for assault leave:

Date and time of day of the assault:

Identity of the individual(s) causing the assault:

Location at which the assault took place (include street address, city and state; include name of building, floor level and classroom number, location of restroom or other non-classroom area including playground if applicable):

Names of any witnesses:

Type of event in which alleged assailant was engaged at the time the assault took place:

Type of event in which employee making application was engaged at the time the assault took place:

APPENDIX C
PORT CLINTON CITY SCHOOLS
Teacher Performance Evaluation

Teacher: _____ Grade Level: _____

Evaluator: _____ Position of Evaluator: _____

Dates Observed: _____ Periods _____ Subject Matter _____

Rating Scale-

- Commendable (C) Performance shows exceptional professional qualities and growth
- Satisfactory (S) Performance at expected level
- Needs Improvement (N) Performance not up to expected level and requires suggestions for improvement by the evaluator
- Unsatisfactory (U) Performance shows weaknesses or deficiencies and requires suggestions for improvement by the evaluator
- Not Applicable (N/A)

C S N U N/A

A. ORGANIZING CONTENT

- 1. Shows knowledge of students' age group characteristics, students' varied approaches to learning, students' skill and knowledge, and students' interests and cultural heritage..... _____
- 2. Formulates daily written lesson plans which identify objectives of lesson, provide procedures, materials, and identify assessments..... _____
- 3. Shows skill in making assignments..... _____
- 4. Shows skill in developing good work-study habits..... _____
- 5. Shows resourceful use of instructional techniques..... _____

Comments:

C S N U N/A

B. CREATING AN ENVIRONMENT FOR LEARNING

- 1. Creates a climate that promotes fairness..... _____
- 2. Communicates challenging expectations to students..... _____
- 3. Maintains positive cooperation and rapport with students _____
- 4. Establishes and maintains consistent classroom behavior standards..... _____
- 5. Organizes and maintains a room that is safe and conducive to learning..... _____
- 6. Assists in overall building and classroom supervision.... _____

7. Demonstrates an effective classroom routine..... _____

Comments:

C S N U N/A

C. STUDENT LEARNING

- 1. Shows appropriate lesson sequencing during instruction:
introduction, body, closure..... _____
- 2. Presents content that is comprehensible to students..... _____
- 3. Uses motivational techniques to:
 - a. Secure pupil participation..... _____
 - b. Show flexibility regarding student needs..... _____
 - c. Incorporate technology/multi-media..... _____
- 4. Uses logical, purposeful, and thought-provoking questions..... _____
- 5. Presents opportunities for students to extend learning... _____
- 6. Monitors students' understanding of content..... _____
- 7. Assesses students' progress by keeping, maintaining, and reporting grades as scheduled by the building principal..... _____
- 8. Uses instructional time effectively..... _____

Comments:

C S N U N/A

D. PROFESSIONALISM

- 1. Communicates clearly with colleagues..... _____
- 2. Builds professional relationships with colleagues to share knowledge and resources..... _____
- 3. Follows specific rules and policies set by the Port Clinton Board of Education..... _____
- 4. Takes part in professional activities, such as team meetings, parent conferences, technology professional development, and in-service meetings..... _____
- 5. Plans activities for substitutes..... _____
- 6. Communicates effectively with parents..... _____
- 7. Completes (RIS) and/or implements (RIS and regular education teacher) IEP's according to state guidelines..... _____

- 8. Maintains and organizes student records
(documentation of correspondence, report cards, progress reports, attendance, IEP's, etc.). _____
- 9. Exhibits adequate knowledge of subject matter..... _____
- 10. Shows a genuine interest in growing and developing professionally..... _____
- 11. Displays an appropriate personal appearance..... _____
- 12. Adapts to change in the daily schedule..... _____
- 13. Exhibits punctuality and appropriate attendance..... _____

Comments:

SUMMARY COMMENTS- ADMINISTRATOR

DEVELOPMENT PLAN (specific plan to improve each NI or U is detailed below)

(additional plans may be attached if necessary)

SUMMARY COMMENTS- TEACHER

Affixing my signature to this document means that I have had the opportunity to read it, but does not necessarily mean that I agree in total or in part with the contents stated herein.

Date: _____ Teacher Signature: _____

Date: _____ Evaluator Signature: _____

APPENDIX D
PORT CLINTON CITY SCHOOLS
NURSE'S EVALUATION FORM – New form

Nurse: _____ Dates of Observation: _____

Evaluator: _____ Position of Evaluator: _____

Rating Scale

| | | |
|-------------------|-------|---|
| Satisfactory | (S) | expected of all nurses |
| Unsatisfactory | (UN) | requires suggestions for improvement by evaluator |
| Not Applicable | (N/A) | |
| Commendable | (C) | Exceeds expectations |
| Needs Improvement | (NI) | Requires suggestions for improvement by the evaluator |

- | | | |
|----|---|--|
| A. | APPLIES APPROPRIATE THEORY AS BASIS FOR DECISION MAKING IN NURSING PRACTICE 1. Demonstrates evidence of the use of theory by sharing information with peers, students, family, staff, other professionals and the community. 2. Demonstrates application of theory to practice by use of most recent techniques and information. | S /A UN C NI _____ _____ |
| B. | ESTABLISHES AND MAINTAINS A COMPREHENSIVE SCHOOL HEALTH PROGRAM 1. Consults with school administration to establish, review and revise procedures for comprehensive school health services. 2. Assumes responsibility for inservice programs for school personnel regarding health related issues. 3. Establishes process to identify students at-risk for physical and psychosocial problems. 4. Communicates student health needs to appropriate school personnel. 5. Establishes follow-up mechanism for referral or identified students. 6. Completes written reports to provide continuity and accountability of program. | _____ _____ _____ _____ _____ _____ |
| C. | THE NURSING PROCESS INCLUDES INDIVIDUALIZED HEALTH PLANS THAT ARE DEVELOPED BY THE SCHOOL NURSE 1. Assumes responsibility for initiation of the pupil health record upon enrollment. 2. Records data on cumulative health record. 3. Identifies the relationship between health status and the student's ability to learn. 4. Writes nursing care plans for students with significant health problems when appropriate. 5. Informs school personnel about adaptations of the comprehensive school program, interventions, or environment required by students to meet their individual health needs. 6. Determines priorities and goals in collaboration with student, family and school personnel. | _____ _____ _____ _____ _____ _____ |
| D. | INTERDISCIPLINARY COLLABORATION 1. Participates as an integral member of the interdisciplinary teams. 2. Assumes leadership in the individualized education plan (IEP) when the primary service for the student is health related. | _____ _____ |
| E. | ASSISTS STUDENTS, FAMILIES AND GROUPS TO ACHIEVE OPTIMAL LEVELS OF | S /A UN C NI |

WELLNESS THROUGH HEALTH EDUCATION

- 1. Demonstrates use of principles of learning appropriate teaching methods.
- 2. Teaches the principles of health promotion and disease prevention to individuals and groups.
- 3. Acts as a resource person in health education to school personnel, students and families.
- 4. Promotes prevention and other self-care strategies with school personnel.

F. PROFESSIONAL DEVELOPMENT

- 1. Participates in evaluation to assure quality of health service.
- 2. Participates in continuing education program to increase knowledge, update skills, and maintain certification.

G. COMMUNITY HEALTH COLLABORATION

- 1. Interprets school health services needs and the role of the school nurse to the school and
- 2. Collaborates with agencies within and outside of the community to assure continuity of service.

H. RESEARCH

- 1. Informally critiques current research in professional nursing articles and shares information with school personnel when appropriate.
- 2. Obtains expert consultation as needed.

I. PERSONAL QUALITIES

- 1. Grooming
- 2. Punctuality
- 3. Initiative
- 4. Reliability
- 5. Enthusiasm

J. PUPIL - NURSE RELATIONSHIPS

- 1. Cooperates with administration and supervisors.
- 2. Cooperates with faculty and staff.
- 3. Receptive to constructive suggestions.
- 4. Supports the policies and programs of the school.
- 5. Understands his/her program in relation to the entire school; does not consider his/her program "all important".

SUMMARY COMMENTS - ADMINISTRATOR/SUPERVISOR

DEVELOPMENT PLAN:

Date: _____

Nurse Signature: _____

Date: _____

Evaluator Signature: _____

Performance Based Pay Scale

| | |
|---------------------------------|----|
| <i>Teacher Evaluation Score</i> | |
| Accomplished | 80 |
| Proficient | 60 |
| Developing | 50 |
| Ineffective | 0 |

First part and most significant portion of PB salary schedule is based on teacher OTES evaluation. This section refers ONLY to the Teacher Performance Measure of the teacher evaluation instrument. The data portion of the teacher evaluation shall not be factored into the evaluation during this contract period.

Teachers will be awarded points in the following manner:
 Accomplished = 80
 Proficient = 60
 Developing = 50
 Ineffective = 0

| | |
|---------------------------------|----|
| <i>Additional Consideratons</i> | |
| <i>Building PI</i> | |
| 120-110 | 15 |
| 109-106 | 10 |
| 105-102 | 9 |
| 101-98 | 8 |
| 97-94 | 7 |
| Below 94 | 0 |

Teachers shall receive additional points based on the Performance Index score of the building and district.

| | |
|--------------------|----|
| <i>District PI</i> | |
| 120-110 | 15 |
| 109-106 | 10 |
| 105-102 | 9 |
| 101-98 | 8 |
| 97-94 | 7 |
| Below 94 | 0 |

| | |
|---|---|
| <i>Teacher Credentials</i> | |
| Mentor -New Teacher or Intervention - Resident Educator Readiness | 2 |
| Navigator Applicant | 2 |
| Navigator Funded | 5 |
| Dept, Grade Level, or Fleet Chair | 2 |
| SLO Committee Representative | 2 |
| Martha Holden Jennings Scholar Nominee | 2 |
| Adminstrator Recommendation | 5 |

Additional points shall be earned if the teacher participats or receives any of the listed "add on" items.

| | |
|------------------------------------|--|
| <i>Total Points</i> | |
| Accomplished over 95 - 4% increase | |
| Proficient 70-94 = 3% increase | |
| Developing 50-69 - 2% increase | |
| Ineffective - 0% increase | |

Salary will be determined on composite score based on all above factors. Teacher will recieve an increase in their base salary at the levels listed below:
 Accomplished = 4% (above 95 points)
 Proficient = 3% (70 - 94 pintes)
 Developing = 2% (50- 69 points)
 Inneffective = 0% (Inneffective on evaluation)

****Anyone scoring over 110 will receive \$1,000 bonus
 ****Anyone receiving a Masters Degree will receive a one time stipend of \$5,000

Additional bonus of \$1,000 will be awarded a total score of above 110.

APPENDIX F

PORT CLINTON CITY SCHOOLS
Port Clinton, Ohio 43452

TEACHER TRANSFER REQUEST

NOTE: The applicant should read Article VIII, Section 1 of the Master Agreement prior to filing this form. Please submit to your building principal for each request.

DATE: _____ SCHOOL: _____

APPLICANT'S NAME: _____

Present Position/ Teaching Assignment: _____

Number of years teaching experience in Port Clinton Schools: _____

PRESENT CONTRACT STATUS: (check one area below)

A. _____ Continuing Contract

C. _____ Two Year Limited

B. _____ One Year Limited

D. _____ Three Year Limited

My present contract expires (if applicable): _____

APPLICANT/S STATEMENTS REGARDING REQUEST FOR TRANSFER:

A. Position Desired: _____

B. School Location: _____

C. Reason(s) for Transfer Request (Please write brief, concise statement below.):

Teacher's Signature: _____

FOR ADMINISTRATIVE USE ONLY

A. Date request received by Principal: _____
DATE SIGNATURE

B. Date request filed with Superintendent: _____
DATE SIGNATURE

C. ACTION BY SUPERINTENDENT: _____
APPROVED DISAPPROVED Superintendent's Signature

NOTE: This shall be kept on file for a period of one (1) year from the date submitted unless removed at the teacher's request.

APPENDIX F-1

PORT CLINTON CITY SCHOOLS
Port Clinton, Ohio 43452

REQUEST FOR RECONSIDERATION OF INVOLUNTARY TRANSFER

NOTE: This form must be filed within 72 hours after being notified by the Superintendent of an involuntary transfer. (See Article VIII, Section C)

TEACHER: _____ SCHOOL: _____

Present Position/Assignment: _____

Position to which you were REASSIGNED: _____

Date you received notification for Superintendent: _____

STATE REASON(S) YOU DESIRE RECONSIDERATION:

TEACHER'S SIGNATURE: _____

DATE: _____

FOR ADMINISTRATIVE USE ONLY:

1. Date Teacher/Superintendent Conference was held: _____

2. Action of Superintendent:

SUPERINTENDENT'S SIGNATURE: _____

DATE: _____

APPENDIX G

DEPARTMENT CHAIR POSITIONS

1. Art K-12
2. Business 6-12
3. World Language 6-12
4. Guidance and Testing K-12
5. Health Services K-12
6. Technology Education 6-12
7. Language Arts and Reading 6-12
8. Math 6-12
9. Music K-12
10. Physical Education K-12 and Health Education 6-12
11. Science 6-12
12. Social Studies 6-12
13. Special Educational Services (LD, DH, Speech) K - 5
14. **Special Educational Services (LD, DH, Speech) 6 - 12**
15. Four (4) Team Leaders at the Middle School
16. Grade Level Chairs (K-5)
17. Elementary Curriculum Chair (K-5)

Departments with three members will receive 75% of the stipend.

Departments with two members will receive 50% of the stipend.

Departments with one member will receive 25% of the stipend.

Special Note: A teacher teaching one or more classes in a given department will be counted as a full time member for the above formula.

APPENDIX H

SALARIED LEAVE PROVISION EXAMPLE

| | | | |
|-------------------------------|-------------------|--------------------|-------------|
| Full-time Employee | | Substitute | |
| Salary | \$41,719 | \$34,149 | |
| Insurance | \$10,800 | | |
| Bonus/Insurance | | | |
| Retirement | \$6466 | \$4780 | |
| Workmen's Comp. | \$417 | \$341 | |
| Medicare | \$604 | \$495 | |
| TOTAL | \$60,007 | \$40,565 | |
| Full-Time compensation | | \$60,007 | |
| Long-term sub compensation | | \$40,565 | |
| Difference | | \$19,442 | |
| If Insurance is desired | \$10,800 | Without Insurance: | |
| (\$19,442 minus \$10,800) = | \$8,642 | \$19,442 | |
| | - \$ 1339 STRS | - \$ 3014 STRS | |
| | - \$ 125 Medicare | - \$ 282 Medicare | |
| | - \$ 86 W.C. | - \$ 194 W.C. | |
| Salary to be paid | \$ 7092/26 | Salary to be paid | \$15,942/26 |

APPENDIX I
Definition of Health Standards

The current standards for the 5 points are as follows:

| PRELIMINARY PLAN DESIGN FOR PLAN YEAR 2014 Health Screening Tests | National Institutes of Health (NIH) Goals | Employer's Goals | Employee Points Earned if Employer's Goal Met | Spouse Points Earned If Employer's Goal Met** |
|--|--|-----------------------------|--|--|
| Body Mass Index* | ≤ 24.9 | ≤ 29.9 | 1 | 1 |
| Blood Pressure | ≤ 120/80 | ≤ 140/90 | 1 | 1 |
| LDL Cholesterol | ≤ 100 | ≤ 160 | 1 | 1 |
| Glucose | ≤ 100 | ≤ 120 | 1 | 1 |
| Tobacco / Nicotine | Negative | Negative | 1 | 1 |