



09-30-14
13-CON-01-2021
2021-01
K31246

NEGOTIATED AGREEMENT

BETWEEN

PIONEER CAREER AND TECHNOLOGY CENTER

AND

EDUCATION ASSOCIATION OF PIONEER

EFFECTIVE

JULY 1, 2013 THROUGH JUNE 30, 2015

TABLE OF CONTENTS

ARTICLE I – NEGOTIATIONS PROCEDURAL AGREEMENT	2-5
100–Recognition.....	2
101–Length of Recognition	2
102–Association Rights.....	3
103–Management Rights	3
104–Commitment to Bargain/Scope of Negotiations.....	3
105–Access to Information.....	4
106–Bargaining Period.....	4
107–Directed Requests.....	4
108–Composition of Bargaining Teams	4
109–Initial Bargaining Session	4
110–Agreement.....	4
111–Final Agreement.....	4
112–Disagreement.....	5
113–Definition of Day.....	5
ARTICLE II – GRIEVANCE PROCEDURE.....	6-8
200–Purpose.....	6
201–Definition of a Grievance	6
202–Time Limits.....	6
203–Communications.....	6
204–Rights of Grievant.....	6
205–Informal Level.....	6
206–Level 1: Immediate Supervisor.....	6-7
207–Level 2: Superintendent	7
208–Level 3: Board of Education	7
209–Level 4: Arbitration	7
210–Cost of Arbitrator’s Service.....	8
211–Miscellaneous.....	8
ARTICLE III – EMPLOYEE RIGHTS.....	9-23
300–Complaint Procedure.....	9-10
301–Evaluation Process.....	10-14
302–Fair Dismissal	14
303–Personnel Files.....	14-15
304–Individual Rights	15-16
305–Assignment, Transfer, Vacancy, and Promotion	16-17
306–Reduction in Force (RIF)	17-20
307–Seniority	20-23
ARTICLE IV – LEAVE PROVISIONS.....	24-29
400–Sick Leave.....	24-25
401–Maternity/Paternity/ Adoption Leave.....	25
402–Personal Leave	26
403–Professional Leave.....	27
404–Association Leave	27
405–Leave for Professional Improvement.....	27-28

406–Assault Leave.....	28
407–Family and Medical Leave.....	28
408–Catastrophic/Life-threatening Alternatives.....	29
ARTICLE V – TEACHING ENVIRONMENT.....	30-36
500–Professional and Academic Freedom.....	30
501–Teaching Conditions.....	30-32
502–Teaching and Room Assignments.....	32
503–Lunch Periods	33
504–Class Size	33
505–Inclusion	33-34
506–Student Attendance Policy	35
507–Substitute Teachers	35
508–Additional Assignment(s).....	35
509–Student Discipline.....	35
510–Make-up Test Center.....	35
511–Adult Education Working Conditions	35-36
ARTICLE VI – CLASSIFIED STAFF ENVIRONMENT.....	37-40
600-Shift Change	34
601-Classified Working Conditions.....	37-40
602-Bus Training/Inspections.....	40
ARTICLE VII – EMPLOYMENT CONTRACTS	41-44
700–Individual Contract, Regular and Supplemental	41
701–Sequence of Limited Contracts/Continuing Contracts	41-42
702–Extended Service/Contracts	43
703–Retirant Contracts	43-44
ARTICLE VIII–SALARY AND FRINGE BENEFITS	45-61
800–Instructor Salary Schedules.....	45-48
801–Classified Salary Schedules	48-53
802–Adult Education/Early Childhood Salary.....	54-55
803–Number of Pay Periods	56
804–Payroll Deductions	56
805–Tax-Sheltered Annuities	56
806–Health Insurance	56-58
807–Dental/Vision Insurance	58
808- Life Insurance	58-59
809–Change in Carrier.....	59
810–Payment for Adult Education	59
811–Severance Pay	59-60
812–Tuition Reimbursement	60
813–Maintenance of Certification/License.....	60-61
814–Mileage Reimbursement.....	61
815–Continuing Education Units (CEUs)	61
ARTICLE IV–MISCELLANEOUS.....	62-63
900–Copies of State Mandates and/or Board Policies	62

901–Fair Share Fee	62-63
902–Employee Handbook	63
ARTICLE X–PROFESSIONAL DEVELOPMENT/ENTRY-YEAR PROGRAM	64-66
1001–Local Professional Development Committee	64-65
1002–Resident Educator Program	65
1003–New Employees/Entry-Year Teachers/Mentors	65-66
ARTICLE XI–DRUG FREE WORKPLACE	67-68
1101 – Use	67
1102–Reporting	67
1103–CDL Drug Testing	67-68
ARTICLE XII–SMOKE-FREE WORKPLACE	69
1201–Policy	69
1202–Restricted Area	69
1203–Quit Smoking Programs	69
ARTICLE XIII–HEALTH & SAFETY	70-71
1301–Maintenance of Health and Safety	70
1302–Health Supplies	70
1303–No Reprisals	70
1304–Safety Committee	70–71
1305–OSHA Violations	71
ARTICLE XIV–DURATION OF CONTRACT	72
FORMS	73-80
Family and Medical Leave Form	73
Professional Growth Profile	74-81
Professional Development / Technology Guidelines	82-83
Classified Employee Performance Evaluation	84-85
Form for Requesting Donation of Sick Leave	87
Form for Donating Sick Leave	86

NONDISCRIMINATION/EQUAL OPPORTUNITY STATEMENT

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

ARTICLE I –NEGOTIATIONS PROCEDURAL AGREEMENT

100 – Recognition

The Pioneer Career and Technology Center (hereinafter Board of Education) recognizes the Education Association of Pioneer affiliated with NCOEA/OEA/NEA (hereinafter EAP) as the sole and exclusive representative for all full – time certified/licensed/classified employees of the Pioneer Career and Technology Center; A Vocational School District excluding Management Level and Confidential Employees.

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

- A. "Full-Time is defined to mean being scheduled to work at least twenty-one (21) hours per week.
- B. Management Level Employees—A person who formulates policy on behalf of the Board of Education, who responsibly directs the implementation of policy, or who may reasonably be required on behalf of the Board of Education to assist in the preparation for the conduct of collective negotiations, administer collectively negotiated agreements, or have a major role in personnel administration.
- C. Confidential Employees—A person who works in the personnel offices of the Board of Education and deals with information to be used by the Board in collective bargaining; or any person who works in a close continuing relationship with management representatives directly participating in collective bargaining. Confidential employees includes but not limited to the Secretary to the Superintendent, Receptionist to the Superintendent, Treasurer's office personnel, Secretary to the Director, EMIS Coordinator and Technology Coordinator.
- D. All Part-Time employees.
- E. All casual and seasonal employees. For the purposes of this Master Agreement, casual and seasonal employees shall be those persons employed by the Board of Education for summer work, those persons working less than 21 hours per week , day-to-day substitutes working less than sixty (60) consecutive days in the same assignment, and student help.
- F. If an employee's status should change during the life of this Contract and they no longer are excluded as defined herein, they shall be placed on the appropriate step of the salary schedule and shall be provided all rights and benefits of the Contract. Any dispute on salary schedule placement shall be resolved through the grievance procedure.
- G. Any dispute of an employee's eligibility for bargaining unit membership shall be submitted to the State Employment Relations Board (SERB) for determination.

101 – Length of Recognition

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

102 – Association Rights

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

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

103 – Management Rights

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

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

104 – Commitment to Bargain/Scope of Negotiations

The Board of Education shall enter into negotiations with the EAP for the purpose of achieving a signed master agreement covering all matters pertaining to wages, hours, and terms and conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

105 – Access to Information

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

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

106 – Bargaining Period

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

107 – Directed Requests

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

108 – Composition of Bargaining Teams

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

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

109 – Initial Bargaining Session

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

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

110 – Agreement

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

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

111 – Final Agreement

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

112 – Disagreement

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

113-Definition of Day

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

ARTICLE II - GRIEVANCE PROCEDURE

200 – Purpose

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

201 – Definition of a Grievance

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

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

202 – Time Limits

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

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

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

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

203 – Communications

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

204 – Rights of Grievant

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

205 – Informal Level

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

206 – Level 1: Immediate Supervisor

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

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

207 – Level 2: Superintendent

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

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

208 – Level 3: Board of Education

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

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

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

209 – Level 4: Arbitration

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

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

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

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

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

210 – Cost of Arbitrator’s Service

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

Costs for the transcript shall be borne by the party requesting the transcript.

211 – Miscellaneous

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

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

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

ARTICLE III - EMPLOYEE RIGHTS

300 – Complaint Procedure

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

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

If the matter is not resolved at the above level, it shall be referred to the Superintendent who shall commence an investigation in accordance with the procedures outlined above for the Director investigation stage. No complaint will be placed in the personnel file of a bargaining unit member unless:

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

2. Notice of the Board consideration of the complaint will be given to the bargaining unit member involved by means of personal delivery or registered mail as soon as possible but at least five (5) days prior to the Board meeting. If mailed, the notice will be sent to the last registered address of the employee filed with the Board.
 3. The complaint shall be heard by the Board in executive session. The bargaining unit member will be allowed to remain in the executive session called for purposes of Board consideration of the complaint and will be allowed to have representation in the meeting.
 4. The Board may excuse all interested parties from the executive session for private consideration of the matter.
 5. If the resolution of the complaint by the Board is to become part of the employee's file, the employee shall receive a copy of the action. The employee may attach a statement or rebuttal to the filed complaint within ten (10) school days of Board action.
 6. An anonymous report or a concern raised by someone wishing to remain anonymous is recognized as nothing more than a concern. The administrator/supervisor receiving an anonymous report may choose to share the anonymous item with the employee but the administrator/supervisor shall not share the information/concern with anyone else.
- E. All other provisions of Article 3, Section 303 shall apply.
- F. If any complaint involves an alleged criminal action, sexual abuse, child abuse or is in conflict with federal or state law it shall be investigated immediately without resolve of this complaint procedure. If the alleged complaint is substantiated the agency, EAP and, employee will be notified immediately. The employee will be afforded all due process

301 – Evaluation Process

- A. All certified/licensed employees shall be formally evaluated based on continuous experience in the Pioneer Career and Technology Center in accordance with the following provisions:
1. Teachers
 - a. A teacher is defined as an employee who meets one of the following criteria:
 - i. Working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of his/her time providing content-related student instruction; or
 - ii. Working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing content-related student instruction; or
 - iii. Working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing content-related student instruction; or
 - iv. Working under a permit issued under ORC 3319.301 who spends at least 50% of his/her time providing content-related student instruction.

- v. Other employees working under a license, permanent certificate, or permit who provide content-related student instruction.
- b. "Time providing content-related student instruction" shall be defined as the scheduled student day excluding lunch and conference period.
 - c. The Teacher Performance Evaluation will comprise 50% of the Final Summative Rating and will be made up of the items listed below and follow the schedule below:
 - i. Walkthroughs may commence beginning with the first student day of attendance. Walkthroughs for the purposes of evaluation may occur through May 1st of each school year. This does not preclude administrative presence in any classroom and/or lab throughout the school year.
 - 1. A minimum of two Walkthroughs shall occur at the Evaluator's discretion for *each* observation cycle.
 - 2. An electronic or paper copy of the walkthrough form (Informal Observation: General Form) including all scripted and /or anecdotal documents relative to the walkthrough shall be made available to the observed teacher within 3 days of the walkthrough.
 - ii. One Teacher Self-Assessment completed on or before September 15th of each year.
 - iii. One Growth/Improvement Plan completed prior to October 1st of each year.
 - iv. Observation Cycle One to be completed prior to the start of Winter Break and consisting of:
 - 1. A minimum of two Walkthroughs shall occur at the Evaluator's discretion throughout each cycle
 - 2. One Pre-conference each for each cycle
 - 3. One Observation (30 minutes minimum) for each cycle
 - 4. One Post-conference within 5 days following the observation unless mutually agreed upon by both the evaluator and the teacher
 - v. Observation Cycle Two to be completed prior to May 1st but at least 15 scheduled school days after the completion of the first cycle and consisting of:
 - 1. A minimum of two Walkthroughs shall occur at the Evaluator's discretion throughout each cycle
 - 2. One Pre-conference each for each cycle
 - 3. One Observation (30 minutes minimum) for each cycle
 - 4. One Post-conference within 5 days following the observation unless mutually agreed upon by both the evaluator and the teacher

- vi. A Third Cycle and/or additional Cycles shall be conducted under the following circumstances for teachers who: 1) are in the year of renewal of a limited contract, 2) are under consideration for non-renewal, or 3) have deficiencies identified as a part of Observation Cycles One and/or Two. Cycle Three shall be completed by May 1 with no requirement for time between Cycle Two and subsequent cycles. It shall consist of:
 1. A minimum of two Walkthroughs shall occur at the Evaluator's discretion throughout each cycle
 2. One Pre-conference each for each cycle
 3. One Observation (30 minutes minimum) for each cycle
 4. One Post-conference within 5 days following the observation unless mutually agreed upon by both the evaluator and the teacher
- d. Student Growth Measures will comprise 50% of the Final Summative Rating and will be measured through multiple measures which must include value-added scores when available. Where value-added scores are not available, local measures of student growth using state-designed criteria and guidance will be used.
 1. Student Learning Objective plans will be due by October 15th to be submitted to the SLO committee for approval. Other due dates will be determined by the SLO committee.
 2. A template and checklist for SLO's shall be provided.
 3. Student growth data shall be provided to the evaluator/designee via the SLO scoring template by April 15th.
 4. Documentation of student growth (the Pre & Post test, etc) shall be maintained by the teacher for a period of 1 year after the student leaves Pioneer or as mandated by state law.
- e. The "Final Summative Rating of Teacher Effectiveness" shall be provided to each teacher prior to May 11th.
- f. A teacher who received a summative rating of Accomplished on the teacher's most recent evaluation will be evaluated once every two years, instead of every year. The same deadlines/cycles still apply.
- g. Beginning with the 2015-16 school year, teachers who teach in a "core subject area" are required to register for and take all written examinations of content knowledge selected by ODE if the teacher has received a rating of "Ineffective" on evaluations for two of the three most recent school years. "Core subject area" means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history, health and physical education, and geography. Career/Technical instructors who have received a rating of "Ineffective" on evaluations for two of the three most recent school years shall take an appropriate industry based knowledge exam, to be approved by the board and agreed upon by the EAP.
 - 1) If a teacher who takes an examination under division (g) of this section passes that examination and provides proof of that passage to the teacher's

employer, the employer shall require the teacher, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under section 3319.111 of the Revised Code. The receipt by the teacher of a rating of ineffective on the teacher's next evaluation after completion of the professional development, or the failure of the teacher to complete the professional development, shall be grounds for termination of the teacher under section 3319.16 of the Revised Code.

- 2) If a teacher who takes an examination under this section passes that examination and provides proof of that passage to the teacher's employer, the teacher shall not be required to take the examination again for three years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches. No teacher shall be responsible for the cost of taking an examination under this section.
- 3) The Pioneer Board of Education may use the results of a teacher's examinations required under division (g) of this section in developing and revising professional development plans and in deciding whether or not to continue employing the teacher in accordance with the provisions of this chapter or Chapter 3314. or 3326. of the Revised Code. However, no decision to terminate or not to renew a teacher's employment contract shall be made solely on the basis of the results of a teacher's examination under this section until and unless the teacher has not attained a passing score on the same required examination for at least three consecutive administrations of that examination.

All other Certificated, Licensed, or Permitted Staff not identified in Section 301, A, 1. above, will be evaluated using the schedule/cycles listed in section c, e and f above. Except that the Performance Evaluation will comprise 100% of the Final Summative Rating, utilizing the applicable form listed below:

- h. Library Media Specialist
- i. Career/Technical Counselor
- j. Pupil Personnel
- k. VOSE

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

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

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

2nd Evaluation shall be completed prior to May 1st but at least 15 days after the completion of the 1st evaluation.

If a **3rd Evaluation** is needed, it shall be by May 1st with no requirement between 2nd evaluation..

2. Classified employees with a continuing contract shall be formally evaluated at a minimum of once every two (2) years with a maximum of three (3) per year.
3. The employee shall have the right to attach any comments regarding the evaluation to the written evaluation form. Such comments shall become a part of the written evaluation and shall be placed in the employee's personnel file.
4. The employee shall be given notification for two formal observations at least two (2) days in advance of the date that the formal evaluation shall occur.
5. All observations of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
6. The only persons authorized to observe an employee for the purpose of a formal evaluation shall be the Superintendent, Director, and/or immediate Supervisor.
7. Observations by persons other than those designated to evaluate an employee's performance as stated herein shall be held only with the written permission of the employee involved.
8. At the request of the employee, additional evaluations and/or conferences shall be held. The same provisions that are set forth in this article shall apply.
9. The "Classified Employee Performance Evaluation" (Pages 84-85) and the "Professional Growth Profile" (Pages 74-81) forms shall be the official evaluation instruments used for the formal observations and evaluations of employees, and shall be included in this agreement.
10. This section is intended to supersede and replace any and all and be in compliance with evaluation procedures set forth in Ohio Revised Code 3319.11 and 3319.111 and any other statutory evaluation procedures which may be enacted during the term of this agreement.

302 – Fair Dismissal

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

303 – Personnel Files

A. Location and Maintenance

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

B. Contents of Personnel File

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

1. Application for employment
2. Confidential pre-employment references
3. Transcripts of training and education records

4. Copies of current and valid certificates and/or licenses
 5. Copies of evaluations of employee performance made by the supervisory personnel
 6. Employee response to the evaluation
 7. Any correspondence relating to the employee
 8. Employee response to any correspondence as stated in "7" above.
- C. Access to the official personnel file shall be available during regular office hours to the employee and/or his/her representative, upon written request to the Superintendent or the Superintendent's designee. Access shall be provided not later than 24 hours after the submission of the request, or the next regular workday. Neither the file nor any part thereof shall be removed from the Board of Education office. Others requesting to review a personnel file will not be granted access prior to seventy-two (72) hours following the date of the written request and notification of the employee.
- D. Each employee shall be notified in writing within five (5) days of the filing in the employee's personnel file of any document. Such notice shall not be required when such document is presented by the employee for filing, or any document prepared in accordance with the evaluation procedure or public complaint procedure.
- E. Each employee shall have the right to indicate those documents and/or other materials in his/her personnel file which he/she believes to be inaccurate, incomplete, untimely and/or irrelevant. The employee shall have the right to request that the inaccurate, incomplete, untimely, and/or irrelevant materials be removed from the file and destroyed. Such request shall be reviewed by the Superintendent. If the employee is not satisfied with the Superintendent's decision, the employee may include in the personnel file a written statement of the employee's position with respect to the disputed information. If such employee is on a continuing contract, such material shall be removed if it was filed more than three (3) years from the date of the request of removal.
- F. Access to an individual employee's file shall be in accordance with Ohio Revised Code.

304– Individual Rights

- A. The Board fully recognizes all personal rights and freedoms granted by the Constitution and will abide by all laws that pertain to the staff that it employs. Recognized individual rights shall include, but are not limited to:
1. The right to join and participate in any lawful civic or professional organization on one's personal time.
 2. The right to participate in lawful political functions on one's personal time.
 3. The right to privacy and recognition that one's personal life is not a condition of employment nor a subject for reprimand or discipline, unless it interferes with the effective performance of contract duties, or involves alleged sexual abuse or child abuse or conflicts with any state or federal law or ODE Professional Code of Conduct..

- B. Any discipline or reprimand related to personal activities that are in conflict with performance of contract duties shall occur only after the employee is made aware in writing of the condition and is given no less than five (5) days in advance for the opportunity to provide information. The involved employee shall be granted a conference and/or hearing upon written request with the Superintendent or his designee of the Board and may be accompanied by the representative(s) of his/her choice. If the employee is not satisfied with the Superintendent's decision, he/she shall have the right to appear before the Board of Education at the next regular or special Board meeting. The employee shall have the right to decide if he/she wishes the matter discussed in public or executive session. The employee may be accompanied by the representative(s) of his/her choice. The Board shall render its decision in writing to the employee within five (5) days after the conference.
- C. If the matter involves sexual abuse, child abuse or conflicts with any federal or state law or ODE Professional Code of Conduct it will be referred to the appropriate agency.
- D. For the purpose of this section, "discipline or reprimand" shall be deemed to mean suspension of duties without pay, and/or the placing of a written reprimand in the employee's personnel file.

305– Assignment, Transfer, Vacancy, and Promotion

A. Assignments

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

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

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

B. Vacancy

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

employee is certificated/licensed/qualified, or will be certificated/licensed/qualified by the date of the first day of service performed in the position.

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

C. Voluntary Transfer

Employees may request a change in position annually, by submitting a written request to the Superintendent on April 1 and thereafter during the remainder of each school year. No position shall be filled until five (5) days after posting on bulletin boards, or in summer months, seven (7) days after the date of notice to the EAP. If the employee does not receive requested position, he/she shall be given the reason(s) in writing by the immediate supervisor of the position before it is filled.

D. Involuntary Transfer

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

306– Reduction in Force (RIF)

- A. If it becomes necessary to reduce staff because of a decrease in pupil enrollment, return to duty of regular teachers after a leave of absence, job abolishment, attrition and other reasons referenced by ORC 3319.17 lack of work for classified employees, or by reason of suspension of schools or territorial changes affecting district, the following shall apply:
1. The EAP shall be notified each year prior to any proposed staff reduction. Notification shall not be later than:
 - a. April 30 for secondary certificated/licensed staff reductions (See 501H)

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

b. Attrition

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

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

2) Bumping

The suspended contract employee can bump into any area of certification/licensure in which (s)he is certified/licensed. (S)he may only bump the teacher with the least seniority in the area of certification/licensure. If a suspended contract teacher is eligible to bump into more than one area, the teacher with the least seniority will be bumped. Seniority shall not be the basis for a

decision to retain a teacher except when making a decision between teachers with comparable evaluations (ORC 3319.111).

The Negotiating Committee shall meet before March 1, 2014 to establish the definition of comparable evaluations as it pertains to this section of the Negotiated Agreement.

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

c. Classified Employees

1) Order

a) If additional reductions of classified employees are necessary after attrition, the contracts of classified employees shall be suspended according to inverse order of seniority within the classification grouping.

b) The following are the classified groupings:

A - Cafeteria

B - Receptionist, Aide

C-1 -Secretary (212-230 days) – Ad Ed Admissions Secretary

Attendance Secretary

Receptionist/Secretary

Support Secretary

C1- A - Secretary (230 days) – Student Services/EMIS Secretary

C2 - Secretary (260 days) – Administrative Operations Secretary

Adult Education Secretary

Student Services Secretary

D - Distribution Center Clerk, Job Leads/Communication Coordinator

E -Custodial–Security

F-Maintenance–Security

G -Maintenance–Technician

H – Maintenance Coordinator

2) Bumping

An employee whose contract is suspended may bump the least senior employee (Section 307) from another classification grouping provided the employee has more seniority and meets the minimum qualifications for the position.

d. Adult Education

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

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

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

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

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

B. Rights While on Suspension

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

C. Recall Rights

1. Employees who are suspended shall be retained on the recall list for 36 months from the effective date of the reduction in force, during which time they must be offered re-employment in their area(s) of certification/licensure/classification as their seniority status so mandates in accordance with Section 307.
2. An employee may be removed from the seniority list if he/she:
 - a. Waives his/her recall rights in writing
 - b. Resigns
 - c. Fails to accept recall to a position which he/she is certified/licensed
 - d. Fails to report to work within ten (10) days after receipt of the notice of recall, unless sick or injured.

307 – Seniority

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

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

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

B. Equal Seniority

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

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

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

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

C. Superseniority

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

D. Loss of Seniority

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

E. Resumption of Seniority

1. Any bargaining unit member who left the bargaining unit in excess of one (1) contract year to enter a supervisory/administrative position at Pioneer and later returns to a

bargaining unit position created by a voluntary vacancy shall be credited with all Pioneer Career and Technology Center bargaining unit seniority accrued prior to leaving the bargaining unit. Time spent in non-bargaining unit positions shall not count towards seniority.

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

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

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

F. Seniority List

Upon request of the EAP, the seniority list shall be sent through electronic resources to each employee by December 1 of each school year. The Board of Education shall prepare a seniority list indicating by area(s) of certification/licensure and by classifications, the date of application, the first date worked, the date of Board of Education hire, and the contract status of each employee. Such list shall be provided to the EAP president at least ten (10) days before the date that the list is sent each school year.

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

G. Correction of Inaccuracies

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

H. Transfer of Units

Teachers involved in the transfer of units from partner school districts will be employed by the Pioneer Career and Technology Center under the terms and conditions of the Master Agreement between the Board and the Association. They shall be given full credit on the Pioneer salary schedule for all their years of teaching service previously credited to the salary schedule of the district from which the units were transferred; further, they shall be

afforded all rights and benefits of a regular teaching employee of Pioneer including salary, extended time, and fringe benefits, except as noted below.

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

ARTICLE IV – LEAVE PROVISIONS

400 – Sick Leave

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

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

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

3. Any employee whose accumulated sick leave days are insufficient to cover the period of leave as set forth in subsection (1) of Section E and/or Section B, shall be granted pregnancy leave under the Family and Medical Leave Act of 1993 and any amendments and revisions thereafter.
- F. Employees who have separated for purposes of disability retirement and have a minimum of three (3) years with Pioneer shall have the option to be paid one-third (1/3) of their accumulated sick leave at the time of their separation; payment shall eliminate their entire accumulation.

401 – Maternity/Paternity/ Adoption Leave

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

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

402 – Personal Leave

- A. Each employee shall be entitled to three (3) days unrestricted personal leave, with pay prior to May 1st.
- B. Notice of intent to use personal leave shall be filed at least forty-eight (48) hours prior to the intended date of use, except in emergency situations. In the case of emergencies, time shall be entered in the Kiosk as soon as possible.
- C. Personal leave cannot be used for the purpose of employment. Verification of reason for requesting personal leave may be requested during specific occasions as follows:
 - 1. The first and last student attendance days.
 - 2. In-service days.
 - 3. Days immediately preceding and following recess periods (i.e., winter and spring recesses/holidays).
 - 4. Any personal leave requests for days after May 1st shall be for the following purposes:
 - a. Personal business which cannot be conducted except during school hours.
 - b. Emergency situations beyond the control of the employee.
 - c. Observance of religious holiday(s).
 - d. Death of a close friend and/or relative not covered under sick leave.
 - e. Adverse weather or road conditions not covered by school closing.
 - f. Attendance at graduation, award ceremony, and/or other honorary ceremony of the employee or the employee's family.
 - g. Court appearance.
 - 5. A maximum of 10 certified/licensed employees per day may use personal leave. An appropriate number of classified employees per day may use personal leave as district operational needs dictate.
- D. Compensation for unused personal leave days or pay deduct (unpaid) time in a contract year shall be based on the following schedule:
 - 1. Certificated employees:
 - a. 0 hours used: 1 day @ per diem rate of pay.
 - b. more than 0 through seven (7) hours used: .75 day @ per diem rate of pay;
 - c. more than seven (7) through fourteen (14) hours used: .50 day @ per diem rate of pay with no carry over day.
 - 2. Classified employees:
 - a. 0 hours used: 1 day @ per diem rate of pay.
 - b. more than 0 through eight (8) hours used: .75 day @ per diem rate of pay;
 - c. more than eight (8) through sixteen (16) hours used: .50 day @ per diem rate of pay.

403 – Professional Leave

- A. An amount of no less than \$15,000.00 shall be allocated for use in the Professional Meetings and Professional Growth Fund which will be used as follows:
 - 1. For employees to attend meetings which are considered to be for professional improvement and/or for the welfare and benefit of the school district.
- B. Application for such leave shall be filed in the Kiosk five (5) days prior to the date of such leave. Attempt will be made for professional leave requests to be processed within four (4) days of submission. If the request is not processed within four (4) days, the employee may contact the Board Office receptionist who shall inform the employee of approval or disapproval. Leave approved by the Superintendent shall not require Board approval to the extent that funds are unencumbered in the Professional Meetings and Professional Growth Fund.
- C. The applicant shall be reimbursed for his/her actual and necessary expenses as follows:
 - 1. Registration fee
 - 2. Lodging, with the approval of superintendent
 - 3. Meals, at the current Board-approved rate and included as income per IRS rules.
 - 4. Mileage at the IRS rate per mile; if by commercial carrier, the fare as authorized in advance.
- D. Itemized statements must be submitted for reimbursement within 60 days of the last day of the conference/meeting with all receipts attached. Reimbursement shall be made within 15 workdays.
- E. This section shall be uniformly administered.
- F. Attendance at the OEA Leadership Academy is a legitimate use of professional leave provided the sessions attended involve professional growth.

404 – Association Leave

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

405 – Leave for Professional Improvement

- A. A professional employee who has completed a minimum of three (3) consecutive years of service at Pioneer may request a leave of absence for the purpose of professional educational improvement. Professional educational improvement shall be defined as full-time study directly related to the employee's current teaching position at Pioneer, or as full-time college course work that would qualify the employee for a new teaching position in the Pioneer Career and Technology Center. Full-time is defined as 40 hours per week or as defined by the university the employee is to attend, whichever applies.

- B. The professional employee may apply for such leave by completing the prescribed form which is available in the Board of Education office and submitting it no later than June 15. All leaves shall be effective as of the beginning of the school year. The application shall include the beginning and ending dates of the requested leave, location where study is to take place, number of credit hours to be enrolled for, purpose of the study, and ultimate goal employee is seeking by applying for the leave. All professional improvement leaves shall be for one school year.

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

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

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

406 – Assault Leave

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

407 – Family and Medical Leave

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

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

408 – Catastrophic/Life-threatening Alternatives

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

ARTICLE V-TEACHING ENVIRONMENT

500 – Professional and Academic Freedom

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

501 – Teaching Conditions

A. Work Year

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

184 days–Returning employees

185 days–Newly hired employees

The work year shall include:

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

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

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

2. Work Year–Addition of Extended Service

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

3. Preparation Day

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

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

- 2) Laboratory and/or classroom preparation.

- 3) Curriculum development.

- 4) Professional development.

- b. Work on this day will be paid at the employee's per diem rate of pay on a supplemental contract. Structured plans for this day must be presented to the immediate supervisor on or before May 1, provided the Board places the appropriate forms in each on-site instructor's mailbox at least (10) workdays prior to May 1 and mails the appropriate form to each satellite instructor; said mailings to be postmarked at least ten (10) workdays prior to May 1. Plans will be reviewed by the Superintendent for approval.

B. The school day shall be no more than seven (7) hours a day, inclusive of a minimum of 30 minutes uninterrupted duty-free lunch, and one (1) period per staff day of non-pupil contact time. Double lab instructors shall be paid one-eighth (1/8) of their annual salary in lieu of a preparation period. (See Section 501H)

1. Double lab instructors, on site at Pioneer building, shall have available floats on an "on call" basis.
2. Satellite program instructors' school work days shall be the daily schedules (length of work days) and school-year calendars of the home school where the programs are housed.

C. Employees shall not lose any salary on days when school is closed due to weather, energy, calamity, or any other emergency provided that no such employee shall be paid for any additional days of work required to be made up to meet the minimum school year.

D. Faculty/Department Meetings

The total number of faculty meetings and department meetings shall not exceed 15 meetings per year (9 faculty/6 department) and shall not extend the school day beyond 7 1/2 hours.

E. Sophomore Orientation/Open House

It has been agreed between the Board and the Association that in order for the Association to have free use of the building for meetings, communication among members, use of mailboxes, local phone service, bulletin boards and other considerations, that certified staff members are required to attend Sophomore Orientation and Sophomore Open House without remuneration. The Board shall to keep the two sessions to a maximum total of 4 hours.

F. In-Service

1. Two (2) in-service days will be completed within the school year. The administration may schedule up to nine (9) hours of additional in-service of which one-half (4 1/2 hours) will be scheduled outside the school day.
2. Three in-service meetings will be held during the year that require the attendance of all instructional staff. These in-service meetings will not extend the school day beyond 7 1/2 hours.

G. Academic Instructors

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

H. Career Technical Lab Enrollment Standards

1. Current split out Labs

a. If total enrollment numbers decrease below 24:

- 1) 18-23 – split (3 year grace – 1st year 1/8 pay. 2nd year 1/8th pay (unless one class drops to 6 or below the program will stay split but no 1/8 pay; AND 3rd year no 1/8 pay)
- 2) 16-17 - split but no 1/8 pay.

3) 15 – Combined.

2. Combined Lab

a. If total enrollment numbers are increasing following a combined lab situation:

- 1) 15 combined.
- 2) 16-21 split with no conference pay.
- 3) 22-23 begins the 3 year grace cycle (a.1.)
- 4) 24 – up – split – 1/8th pay.

3. Any single year program, first year program or program with lower maximum enrollment would be exempt from these provisions. Labs that have enrollment from 16 through 21 could be combined if mutually agreed upon by the instructor, EAP, and administration.

I. Job Descriptions

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

J. Lesson Plans

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

K. Advisory Committees

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

L. Extended Service

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

M. Professional Development/ Technology Bank

1. The granting of requested days from the Professional Development/ Technology Bank shall be approved by the Superintendent in accordance with the guidelines and criteria developed by the Professional Development Bank Committee. (pp 75-76)

502 – Teaching and Room Assignments

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

503 – Lunch Periods

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

504 – Class Size

A. Class Load

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

B. Intervention Ratio

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

505 – Inclusion

A. Individualized Education Program (IEP) Team

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

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

B. Substitutes for VOSE's

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

C. Intervention Classes

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

D. Training/Staff Development

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

E. Waiver Procedures

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

F. Specialized Health Care Procedures

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

G. Support Services

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

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

H. Release Time/Compensation

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

I. Challenge of Student Placement

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

1. When the necessary supplementary support services listed in the IEP have not been provided for the student.
2. When all of the necessary supplementary aides and support services specified on the IEP have been provided and the student is not making satisfactory progress toward meeting the goals and objectives identified by the IEP team.
3. When the placement of the included student and/or student with special needs creates constant disruption to the educational process in the regular classroom and/or other school setting provided regular disciplinary procedures have been followed and exhausted.
4. When the disabled student and/or student with special needs poses unnecessary risks or hazards to himself or others.

506 – Student Attendance Policy

For the duration of this agreement, an ongoing attendance committee will be maintained to study and develop student attendance policies. The committee will consist of a representative from administration, attendance, guidance and academic and career technical staff and any other certified/license or support staff.

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

507 – Substitute Teachers

- A. With the consent of the certified/licensed employee, he/she may be assigned to serve as a substitute teacher during the time he/she is not scheduled to have pupil contact. The certified employee shall be paid at the rate of \$20.00 per class period.
- B. If a certified/licensed employee agrees to cover another certified/licensed employee's class all day (i.e., doubling up), then the pay will be the same as the rate currently being paid for external substitutes for said day. If a certified/licensed employee agrees to cover another certified/licensed employee's class for one-half of the day, then the pay will be one-half (1/2) the same rate currently being paid for external substitutes for said one-half day.

508 – Additional Assignment(s)

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

509 – Student Discipline

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

510 – Make-up Test Center

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

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

511 – Adult Education Working Conditions

A. Work Day

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

B. Work Year

The work year shall be 184 days per year for coordinators who are employed for forty (40) hours per week. The work year shall include New Teacher Orientation Day for beginning instructors and consultants/coordinators, and Returning Teacher Day for all instructors and consultants/ coordinators.

ARTICLE VI - CLASSIFIED STAFF ENVIRONMENT

600 - Shift Changes

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

601 – Classified Working Conditions

A. The normal workday shall be a maximum of eight (8) hours which shall include a minimum one-half (1/2) hour duty-free lunch period. The normal work week shall be a regularly scheduled five (5) day period.

B. Classified employees shall be hired in the following manner:

1. 260 days
2. 180-237 days
3. Hourly employees

C. Overtime Payment

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

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

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

D. Vacation

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

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

2. Proration

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

3. Utilization

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

4. Carryover

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

5. Vacation accumulates monthly (by the hour).

E. Job Descriptions

Every employee shall be provided a copy of his/her complete and accurate job description. Job descriptions may be reviewed annually and shall be updated every five (5) years. Job descriptions may be updated anytime during the five (5) year period as deemed necessary by the administration and/or employee. Updates must be signed by the employee and Association president or designee before being presented to the Board for approval. The Board must approve job description(s) prior to October 1 in order to be placed in effect for the new school year.

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

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

H. Calamity Days

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

I. Assemblies/Programs

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

J. Summer Hours

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

1. Secretarial Staff/Distribution Center Mon. – Thurs., 7:30 a.m. – 4:30 p.m.
2. Maintenance-Technician, Maintenance/Security and Custodial/Security – Nine (9) hour shifts, four (4) days per week to meet operational needs, summer hour schedules may vary, if agreeable between the Maintenance Coordinator and the classified employees.
3. As operational needs may necessitate, flex hours may be utilized during summer hours if agreeable between the Superintendent and the classified employee accompanied by notification of the EAP president.

K. New Software

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

L. Holidays

1. Paid Holiday—All classified employees shall be paid their regular rate of pay for the following holidays:

New Year's Day

Martin Luther King Day

Presidents' Day

Good Friday

Memorial Day

Independence Day (if the day falls within the employee's work week)

Labor Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve (provided the employee is regularly scheduled to work the days immediately preceding and following Christmas)

Christmas Day

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

2. Rotation

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

M. Discipline

1. An employee may be disciplined for the following grounds:
 - a. Violation of written Board rules and/or regulations;
 - b. Drunkenness;
 - c. Dishonesty;

- d. Incompetence;
 - e. Inefficiency;
 - f. Immoral conduct in the performance of their assigned duties;
 - g. Insubordination; or
 - h. Neglect of duty.
- 2. The standard of proof shall not be less than that provided under ORC 3319.081.
 - 3. The principles of progressive discipline shall be followed.
 - 4. Employees shall be afforded due process.
 - 5. The employee shall be notified of his/her right to representation at any disciplinary hearing or at any meeting which may lead to discipline.
 - 6. The discipline shall be commensurate with the offense.
 - 7. Terminations shall be handled in accordance with ORC 3319.081.
- N. Present non-instructional (i.e., classified) employees of the Pioneer Career and Technology Center shall maintain all certification and/or licenses that are valid, or in the process of being applied for, effective July 1, 2002. Employees who hold a valid certificate and/or license and believe it may be obsolete or inapplicable for their non-instructional job duties at Pioneer may apply to the Superintendent for permission to not renew their certification/license in that area.

602 - Bus Training/Inspections

- A. The Board shall provide bus driver training on an as needed basis.
- B. A training rate of sixteen dollars (\$16.00) per hour, plus mileage, shall be established for bus driver training time.
- C. For double-lab instructors, pay for bus pre-trip inspections conducted outside of the normal workday will be \$ 17.00 per pre-trip inspection.
- D. If done outside the normal workday, a van driver training stipend will be paid in the amount of \$20 for re-certification training; and, \$40 for the initial training.

ARTICLE VII – EMPLOYMENT CONTRACTS

700 – Individual Contract, Regular and Supplemental

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

701 – Sequence of Limited Contracts/Continuing Contracts

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

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

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

702 – Extended Service/Contracts

- A. Each certified employee employed by the Board of Education who is assigned duties beyond that certified employee's regular teaching duties or whose work assignment extends beyond the normal teaching day of the school year, shall be given a supplemental contract.
 - 1. The supplemental contract shall list the compensation to be paid. Extended service duties will be listed on a separate document, given to the employee and filed in the employee's personnel file. Extended services performed will be recorded on an Extended Duty Log Sheet and attached to a time sheet for payment. Student Services will be assigned extended service days by their immediate supervisor based on the need for coverage during the summer months, thus payment will be calculated over twenty – six (26) pay periods. Extended service duties, for which the employee receives a supplemental contract but does not perform all or any portion of the stipulated duties, will not be compensated the incomplete portion of those duties.
 - 2. The supplemental contract shall be at the certificated/licensed employee's per diem rate of pay when student instruction is involved.
 - 3. Payment for all other work assignments beyond the school day must be negotiated between the Superintendent and the person affected.
- B. Any certified/licensed employee who agrees to assume an additional class will be paid one-eighth (1/8) of their yearly salary for such class.
- C. Certified/licensed staff shall be paid \$18.00 per visit (business, industry, home or community and educational agencies) conducted outside of the contract workday. Verification of visits must be submitted for reimbursement. There is no pre-approval requirement for these visits.
- D. Career technical staff shall receive a 1/2-day release per semester for visit(s) (business, industry, home or community and educational agencies) with mileage reimbursement. Verification of time spent at visit(s) must be submitted for mileage reimbursement.

703 – Retirant Contracts

- A. There shall be no guarantee of employment to system employees who have retired nor will they be excluded from consideration. They will compete for employment with the general population.
 - 1. Retirant shall be defined as any employee who has retired from STRS/SERS/PERS or any other public retirement system.
- B. Retirant hired into the system shall not have any bumping rights or privileges; RIF does not apply as they are automatically non-renewed each year (Section 306).
- C. Retirant hired into the system shall not accumulate seniority (Section 307).

- D. Retirant hired into the system shall not qualify to receive leave for professional improvement (Section 405).
- E. Retirant hired into the system shall not qualify for Catastrophic/Life-threatening Alternatives (Section 408).
- F. Retirant hired into the system shall only receive a one (1) -year limited contract that is automatically non-renewed without any requirement for evaluation or compliance with ORC Sections 3319.11 and 3319.111. It is the express intent of the Board and the Association to specifically supersede ORC Sections 3319.11 and 3319.111.G. Retirants hired into the system may receive up to ten (10) years' experience (capped at Step 10) on the appropriate salary schedule for prior teaching and/or related work experience in accordance with the recommendation of the Superintendent. Longevity shall be paid based on the Master Agreement salary schedule with the time accrual commencing with employment/re-employment (Sections 800 and 801).
- G. All re-employed retirees of STRS will follow the State Teachers Retirement Board Rule 3307:1-11-02. Those STRS retirees eligible for health care coverage under this rule will be offered single coverage with the District.
 - 1. Retirants employed before January 1, 2008 will continue to progress through incremental steps of the salary schedule and maintain the option of paid up life (Section 808 B)
 - 2. Retirants hired into the system will be eligible for life insurance as negotiated in the Master Agreement (Section 808).
 - 3. Retirants hired into the system shall accumulate sick leave but not qualify for sick leave severance upon separation from employment (Section 811).

ARTICLE VIII—SALARY AND FRINGE BENEFITS

800 - Instructor Salary Schedule

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

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

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

Use salary schedule on pages 47 & 48

July 1, 2013 – June 30, 2014 BA base of \$34,821

July 1, 2014 – June 30, 2015 BA base of \$35,691

CERTIFICATED/LICENSED SALARY INDEX JULY 1, 2013 – JUNE 30, 2015

FY14 & FY15 CERTIFICATED/LICENSED SALARY INDEX

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

2013/2014 CERTIFICATED/LICENSED SALARY SCHEDULE

Step	BA	BA+9	BA+30	MA	MA+15	MA+30
	2	3	4	5	6	7
0	\$34,821	\$35,865	\$36,910	\$37,954	\$38,651	\$40,044
1	\$36,736	\$37,780	\$38,825	\$39,869	\$40,566	\$41,959
2	\$38,651	\$39,695	\$40,740	\$41,785	\$42,481	\$43,874
3	\$40,566	\$41,611	\$42,655	\$43,700	\$44,396	\$45,789
4	\$42,481	\$43,526	\$44,570	\$45,615	\$46,311	\$47,704
5	\$44,396	\$45,441	\$46,485	\$47,530	\$48,226	\$49,619
6	\$46,311	\$47,356	\$48,401	\$49,445	\$50,142	\$51,534
7	\$48,226	\$49,271	\$50,316	\$51,360	\$52,057	\$53,449
8	\$50,142	\$51,186	\$52,231	\$53,275	\$53,972	\$55,365
9	\$52,057	\$53,101	\$54,146	\$55,191	\$55,887	\$57,280
10	\$53,972	\$55,016	\$56,061	\$57,106	\$57,802	\$59,195
11	\$55,887	\$56,932	\$57,976	\$59,021	\$59,717	\$61,110
12	\$57,802	\$58,847	\$59,891	\$60,936	\$61,632	\$63,025
13	\$58,624	\$59,668	\$60,713	\$61,758	\$62,454	\$63,847
14	\$59,442	\$60,487	\$61,531	\$62,576	\$63,272	\$64,665
15	\$60,264	\$61,308	\$62,353	\$63,398	\$64,094	\$65,487
16	\$61,086	\$62,130	\$63,171	\$64,216	\$64,912	\$66,305
17	\$61,907	\$62,952	\$63,993	\$65,038	\$65,734	\$67,127
18	\$62,726	\$63,770	\$64,811	\$65,856	\$66,552	\$67,945
19	\$63,547	\$64,592	\$65,633	\$66,678	\$67,374	\$68,767

Longevity

Rate	# of Yrs	Amount
	0	0
	1	0
4.00%	5	1,393
5.00%	10	1,741
6.00%	15	2,089
7.00%	20	2,437
8.00%	25	2,786

2014/2015 CERTIFICATED/LICENSED SALARY SCHEDULE

CERTIFICATED/LICENSED SALARY SCHEDULE

July 1, 2014 - June 30, 2015

Step	BA	BA+9	BA+30	MA	MA+15	MA+30
	2	3	4	5	6	7
0	\$35,691	\$36,762	\$37,832	\$38,903	\$39,617	\$41,045
1	\$37,654	\$38,725	\$39,795	\$40,866	\$41,580	\$43,008
2	\$39,617	\$40,688	\$41,758	\$42,829	\$43,543	\$44,971
3	\$41,580	\$42,651	\$43,721	\$44,792	\$45,506	\$46,934
4	\$43,543	\$44,614	\$45,685	\$46,755	\$47,469	\$48,897
5	\$45,506	\$46,577	\$47,648	\$48,718	\$49,432	\$50,860
6	\$47,469	\$48,540	\$49,611	\$50,681	\$51,395	\$52,823
7	\$49,432	\$50,503	\$51,574	\$52,644	\$53,358	\$54,786
8	\$51,395	\$52,466	\$53,537	\$54,607	\$55,321	\$56,749
9	\$53,358	\$54,429	\$55,500	\$56,570	\$57,284	\$58,712
10	\$55,321	\$56,392	\$57,463	\$58,533	\$59,247	\$60,675
11	\$57,284	\$58,355	\$59,426	\$60,496	\$61,210	\$62,638
12	\$59,247	\$60,318	\$61,389	\$62,459	\$63,173	\$64,601
13	\$60,089	\$61,160	\$62,231	\$63,302	\$64,015	\$65,443
14	\$60,928	\$61,999	\$63,070	\$64,140	\$64,854	\$66,282
15	\$61,770	\$62,841	\$63,912	\$64,983	\$65,696	\$67,124
16	\$62,613	\$63,683	\$64,751	\$65,821	\$66,535	\$67,963
17	\$63,455	\$64,526	\$65,593	\$66,664	\$67,378	\$68,805
18	\$64,294	\$65,365	\$66,432	\$67,502	\$68,216	\$69,644
19	\$65,136	\$66,207	\$67,274	\$68,345	\$69,059	\$70,486

Longevity

Rate	# of Yrs	Amount
4.00%	5	1,428
5.00%	10	1,785
6.00%	15	2,141
7.00%	20	2,498
8.00%	25	2,855

801 – Classified Salary Schedule

- A. The following will be the column placements by classification:
- A Cafeteria Workers (7 hours per day–180 days plus 7 paid holidays and 1 professional day–1316 hours total)
 - B Receptionist, Typist, Aide, Data Entry, (180-210 days)
 - C-1 Secretary (212-230 days) – Ad Ed Admissions Secretary
Attendance Secretary
Receptionist/Secretary
Support Secretary
 - C-1A Secretary (230 days) – Student Services EMIS Secretary
 - C-2 Secretary (260 days) – Administrative Operations Secretary
Adult Education Secretary
Student Services Secretary
 - D Distribution Clerk, Job Leads Coordinator
 - E Custodial Security
 - F Maintenance Security
 - G Maintenance Technician
 - H Head Maintenance
- B. Longevity will be based on each classification base salary (step 0) up to a maximum of the Instructor base salary in the following manner:
1. For employees working 27 or more hours per week:
 - 4% at 5 years' continuous Pioneer service;
 - 5% at 10 years' continuous Pioneer service;
 - 6% at 15 years' continuous Pioneer service;
 - 7% at 20 years' continuous Pioneer service; and,
 - 8% at 25 years' continuous Pioneer service.effective upon the effective date of this Agreement.
 2. For employees scheduled to work 21 hours to 27 hours per week, longevity shall be calculated at 75% of the above rates.
 3. Employees whose contracts are less than 21 hours per week shall not be eligible for longevity.
 4. In the event an employee's continuous service (as listed in Section 307D) is interrupted, longevity shall start at level 0.
- C. Except as otherwise noted, all classified employees' salary schedules are based on 260 days or 2080 hours per year. To determine an employee's individual rate of pay, divide the appropriate amount shown on the salary schedule by either 260 for per diem rates or 2080 for hourly rates. Then multiply either the per diem rate by the number of days worked or hourly rate by total number of hours worked to determine employees' annual salary.

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

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

E. See pages 52-53 for salary schedules.

July 1, 2013 – June 30, 2014

Column A base of \$20,310

July 1, 2014 – June 30, 2015

Column A base of \$20,818

CLASSIFIED SALARY INDEX - July 1, 2013 – June 30, 2015

2014/2015
CLASSIFIED SALARY INDEX

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

CLASSIFIED SALARY SCHEDULE - JULY 1, 2013 – JUNE 30, 2014

260 day schedule

Step	A	B	C-1	C-1A	C-2	D	E	F	G	H
0	20,310	24,372	29,449	29,957	30,465	31,480	29,449	34,831	41,635	51,635
1	21,325	25,387	30,465	30,972	31,480	32,496	30,465	35,847	42,651	52,651
2	22,341	26,403	31,480	31,988	32,496	33,511	31,480	36,862	43,666	53,666
3	23,356	27,418	32,496	33,003	33,511	34,527	32,496	37,878	44,682	54,682
4	24,372	28,434	33,511	34,019	34,527	35,542	33,511	38,893	45,697	55,697
5	25,387	29,449	34,527	35,034	35,542	36,558	34,527	39,909	46,713	56,713
6	26,403	30,465	35,542	36,050	36,558	37,573	35,542	40,924	47,728	57,728
7	27,418	31,480	36,558	37,065	37,573	38,589	36,558	41,940	48,744	58,744
8	28,434	32,496	37,573	38,081	38,589	39,604	37,573	42,955	49,759	59,759
9	29,449	33,511	38,589	39,096	39,604	40,620	38,589	43,971	50,775	60,775
10	30,465	34,527	39,604	40,112	40,620	41,635	39,604	44,986	51,790	61,790
11	31,480	35,542	40,620	41,127	41,635	42,651	40,620	46,002	52,805	62,805
12	32,496	36,558	41,635	42,143	42,651	43,666	41,635	47,017	53,821	63,821
13	33,511	37,573	42,651	43,158	43,666	44,682	42,651	48,033	54,836	64,836

Longevity

Rate	Years	A	B	C-1	C-1A	C-2	D	E	F	G	H
4%	5	812	975	1,178	1,198	1,219	1,259	1,178	1,393	1,393	1,393
5%	10	1,015	1,219	1,472	1,498	1,523	1,574	1,472	1,741	1,741	1,741
6%	15	1,219	1,462	1,767	1,797	1,828	1,889	1,767	2,089	2,089	2,089
7%	20	1,422	1,706	2,061	2,097	2,133	2,204	2,061	2,437	2,437	2,437
8%	25	1,625	1,950	2,356	2,397	2,437	2,518	2,356	2,786	2,786	2,786

CLASSIFIED SALARY SCHEDULE - JULY 1, 2014 - JUNE 30, 2015

260 day schedule

Step	A	B	C-1	C-1A	C-2	D	E	F	G	H
0	20,818	24,981	30,185	30,706	31,226	32,267	30,185	35,702	42,676	52,676
1	21,858	26,022	31,226	31,747	32,267	33,308	31,226	36,743	43,717	53,717
2	22,899	27,063	32,267	32,788	33,308	34,349	32,267	37,784	44,758	54,758
3	23,940	28,104	33,308	33,829	34,349	35,390	33,308	38,825	45,799	55,799
4	24,981	29,145	34,349	34,869	35,390	36,431	34,349	39,866	46,839	56,839
5	26,022	30,185	35,390	35,910	36,431	37,472	35,390	40,906	47,880	57,880
6	27,063	31,226	36,431	36,951	37,472	38,512	36,431	41,947	48,921	58,921
7	28,104	32,267	37,472	37,992	38,512	39,553	37,472	42,988	49,962	59,962
8	29,145	33,308	38,512	39,033	39,553	40,594	38,512	44,029	51,003	61,003
9	30,185	34,349	39,553	40,074	40,594	41,635	39,553	45,070	52,044	62,044
10	31,226	35,390	40,594	41,115	41,635	42,676	40,594	46,111	53,085	63,085
11	32,267	36,431	41,635	42,156	42,676	43,717	41,635	47,152	54,126	64,126
12	33,308	37,472	42,676	43,196	43,717	44,758	42,676	48,193	55,167	65,167
13	34,349	38,512	43,717	44,237	44,758	45,799	43,717	49,234	56,207	66,207

Longevity

Rate	Years	A	B	C-1	C-1A	C-2	D	E	F	G	H
4%	5	833	999	1,207	1,228	1,249	1,291	1,207	1,428	1,428	1,428
5%	10	1,041	1,249	1,509	1,535	1,561	1,613	1,509	1,785	1,785	1,785
6%	15	1,249	1,499	1,811	1,842	1,874	1,936	1,811	2,141	2,141	2,141
7%	20	1,457	1,749	2,113	2,149	2,186	2,259	2,113	2,498	2,498	2,498
8%	25	1,665	1,998	2,415	2,456	2,498	2,581	2,415	2,855	2,855	2,855

802 – Adult Education/Early Childhood Salary

- A. Adult Education Coordinators/Instructors shall be paid in accordance with the secondary instructor's salary index and schedule.
- B. Adult Education Instructors and Early Childhood Employees shall be paid using the index and scale on page 55.
- C. Base Rate
Adult Education Instructors shall be paid using the index on page 46 with the following base rates:

Effective July 1, 2013 – June 30, 2014 the base rate at step 0 shall be \$20.16

Effective July 1, 2014 – June 30, 2015 the base rate at step 0 shall be \$20.67

- D. The Early Childhood Education Assistant Director and Lead Teachers shall be paid on the index on Page 55 with the following base rates:

Effective July 1, 2013 – June 30, 2014 the base rate at step 0 shall be \$13.40

Effective July 1, 2014 – June 30, 2015 the base rate at step 0 shall be \$13.74

- E. The Adult Education Child Care Aides shall be paid on the index on page 55 with the following base rates:

Effective July 1, 2013 – June 30, 2014 the base rate at step 0 shall be \$9.85

Effective July 1, 2014 – June 30, 2015 the base rate at step 0 shall be \$10.10

ADULT ED SALARY SCHEDULES
FY 2014 & FY 2015

Adult Education Instructors

Index	Step	AE-1	AE-1
		07/01/13	07/01/14
1.00	0	20.16	20.67
1.06	1	21.37	21.91
1.12	2	22.57	23.14
1.18	3	23.79	24.39
1.25	4	25.20	25.83
1.32	5	26.61	27.28

ECE Asst. Director & Lead Teacher

Index	Step	AE-2	AE-2
		07/01/13	07/01/14
1.00	0	13.40	13.74
1.06	1	14.20	14.56
1.12	2	15.02	15.39
1.18	3	15.81	16.21
1.25	4	16.75	17.16
1.32	5	17.69	18.13

ECE Child Care Aide's

Index	Step	AE-3	AE-3
		07/01/13	07/01/14
1.00	0	9.85	10.10
1.06	1	10.44	10.70
1.12	2	11.02	11.30
1.18	3	11.62	11.91
1.25	4	12.32	12.62
1.32	5	13.00	13.32

803 – Number of pay periods

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

804 – Payroll Deductions

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

805 – Tax-Sheltered Annuities

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

806 – Health Insurance

A. Coverage

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

B. Education

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

C. Premium Holidays

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

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

D. Deductible

The comprehensive deductibles for the in-network steerage plan are as follows:

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

E. Comprehensive Medical Co-Insurance

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

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

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

	In-Network	Out-of-Network
Current --	Single \$500.00 Family \$650.00	
As of July 1, 2012 --	Single \$600.00 Family \$750.00	\$1,000 \$1,150

F. Benefits

- 1. Health insurance benefits will follow at least minimum benefit requirements as per code 1513 of the Patient Protection and Affordable Care Act (enacted March 23, 2013) and any amendments thereafter.
- 2. Pre-Notification and Case Management
 - a) Employees shall be responsible for pre-admission notification to the insurance carrier prior to hospital admission; or in emergency situations, within forty-eight (48) hours of an emergency admission.
 - b) The Board shall provide a case management service which will monitor patient confinements and may result in discussions with patients' doctors. All discussions with physicians' offices shall be kept confidential.
- 3. Dependent coverage will follow state and federal laws.

G. 125 Plan

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

H. Emergency Enrollment

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

I. Eligibility

1. Any employee working 27 or more hours per week shall have insurance 90% paid by the board and 10% the employee. Any employee working from 21 hours to 27 hours per week who elects to have Board provided insurance shall have insurance 75% paid by the Board.

1. When a new 1.0 unit program is added to the Adult Education Program, the Board shall not be required to provide insurance benefits until the second year of the program. However, all hires to new Adult Education Programs shall be treated equally.

J. Caremark Prescription Card

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

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

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

807 – Dental/Vision Insurance

A. The Board of Education shall purchase through a carrier licensed by the State of Ohio, dental/vision insurance coverage. Dental Insurance will meet or exceed the specifications provided in the Pioneer Career and Technology Employee Benefit Plan document for each employee and his/her eligible dependents. The full cost of this coverage and any increases shall be paid by the Board of Education.

B. The Board of Education shall purchase through the Vision Service Plan of Ohio or a carrier licensed by the State of Ohio, vision care insurance coverage which meets or exceeds the specifications of the 5/94 OME-RESA Standard Plan Design for each employee and his/her eligible dependents. The full cost of this coverage and any increase thereof shall be paid by the Board of Education.

808 - Life Insurance

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

809 – Change in Carrier

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

810 – Payment for Adult Education

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

811 – Severance Pay

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

- A. The employee must be eligible for retirement under the provisions set by the STRS or SERS.
- B. Retirement relates to those employees who have indicated intent to retire and for whom the Board of Education has received an application for processing from the retirement system for retirement benefits to such employee. The first retirement check will be used as proof of payment of severance benefits.

- C. The employee's last place of active employment under the retirement system must be with Pioneer Career and Technology Center.
- D. Such payment shall be based on the employee's rate of pay at the time of retirement. The employee's base annual salary is used to compute the daily rate of compensation.
- E. The date of payment shall be within 60 days. Payment shall void all sick leave accrued by the employee.
- F. Such payment shall be made only once to any employee.

Employees with 10 years of service with the Pioneer Career and Technology Center, who retire in the first year that they are eligible (as determined by STRS/SERS rules) shall receive 50% of their accumulated and unused sick leave without any cap. Employees must notify the District no later than April 1 of the year in which they are going to retire.

812 – Tuition Reimbursement

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

813 – Maintenance of Certification/Licensure

- A. Present instructional (i.e. certificated/licensed) employees of the Pioneer Career and Technology Center shall maintain all certifications and/or licenses that are valid, or in the

process of being applied for, effective July 1, 1999. Employees who hold a valid certificate and/or license and believe it may be obsolete or inapplicable for the instructional programs being offered at Pioneer may apply to the Superintendent for permission to not renew their certification/license in that area.

- B. When the cost of a training program provided to an employee exceeds fifteen percent (15%) of the BA-0, a training agreement may be developed between the board and the employee providing for:
1. Each year of training paid for by the board shall commit the employee for one year of employment, after completing training, provided an underlying employment contract is in effect;
 2. In the event the employee, as a result of his/her own action or inaction, discontinues employment with Pioneer prior to meeting the service requirement referenced above, the employee shall be obligated to repay the training costs to the board, on a yearly and/or prorated basis if necessary;
 3. If an employee is unable to complete the aforementioned service requirements as a result of board action (i.e., contract non-renewal, reduction-in-force, termination, etc.), the obligation to repay training costs shall be deemed waived by the board; and
 4. An agreement form shall be jointly developed by the board and association incorporating the above points, and shall be reviewed by the board and association before it is presented to an employee. The form shall be signed by the employee and board as an agreement between the parties and an association representative shall also sign the agreement, not a party to the agreement, but to indicate the association's concurrence with the specific terms of the agreement.
 5. This agreement will be done on an individualized basis, based on the agreed-upon form, and will not be deemed effective until the signatures of the board, employee and association are properly affixed and dated.

814 – Mileage Reimbursement

All mileage accumulated by the professional employee for authorized school business shall be reimbursed at the applicable IRS rate in effect on the date of travel. Due to the Internal Revenue Service mileage rates changing every year on January 1, the association and board have agreed to change the rates effective every year on January 1. If the board receives notification for the IRS that the rate has been adjusted during the school year, the board has agreed to change the rate to the new amount. Requests shall be turned in monthly (no mileage will be reimbursed if request is more than one (1) month in the rear) on the proper form and payment shall be made within fifteen (15) days if request has been submitted by the 5th of that same month.

815 – Continuing Education Units (CEUs)

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

ARTICLE IV – MISCELLANEOUS

900 – Copies of State Mandates and/or Board Policies

The Board of Education shall provide the EAP with web-site to access the Board- adopted policies. The Board of Education shall notify the EAP of any changes which occur in Board policy within thirty (30) days after Board adoption of policy.

Official communications relative to special projects and/or programs from the State Department can be accessed on the Ohio Department of Education's website.

901 – Fair Share Fee

A. The fair share fee shall be an exclusive right conferred upon the EAP, as the exclusive bargaining agent. Each employee, upon employment and re-employment, shall annually either:

1. Sign and deliver to the EAP an application for EAP membership and, unless the annual dues are paid by cash, check, money order, or other approved method, sign and deliver to the EAP an authorization to the Treasurer for payroll deduction of membership dues. The Treasurer, upon written notice from the President of the EAP that a member has terminated membership, shall forthwith commence the check-off of the representation fee and assessments with respect to the former member and the amount of the fee for the remainder of the school year shall be the annual representation fee and uniformly applied assessments less the amount of EAP annual dues or previously paid through payroll deduction, or;
2. In lieu of becoming a member of the EAP, authorize the Treasurer to check-off from the wages of the employee and pay to the EAP an annual fair share fee equivalent to the total annual dues and uniformly applied assessments of the United Education Profession. All contracts of employment for positions in the bargaining unit shall contain the following language:

* This Contract of employment is subject to the Master Contract between the Pioneer Career and Technology Center Board of Education and the Education Association of Pioneer, the terms and conditions of which are incorporated herein by reference as though fully rewritten herein. By signing this Contract, I represent that I have been notified of the fair share fee provisions contained in the Master Contract, that I will, if I elect not to become, or remain, a member of the Association, pay to the Association the prescribed annual fees and uniformly applied assessments for service and benefits to be conferred upon me by the Association as my exclusive bargaining agent during the terms of my employment by the Board."

B. The President of the EAP shall by July 1 annually certify to the Treasurer of the Board of Education the amount of the annual fair share fee and uniformly applied assessments for the ensuing school year. The Treasurer upon receipt of the certification of the amount of the fees and assessments shall, on the basis of the documents referred to in paragraphs (1) and (2) of Section A above, deduct the dues of EAP members pursuant to the payroll deduction authorization and deduct the fees and assessments from the pay of every non-member employed in the bargaining unit and pay such dues, fees and assessments to the EAP.

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

902 – Employee Handbook

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

ARTICLE X – PROFESSIONAL DEVELOPMENT/ ENTRY-YEAR PROGRAM

1001– Local Professional Development Committee

A. Mission Statement

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

B. Term of Office

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

C. Committee Composition and Selection

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

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

D. Chairperson

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

E. Training

1. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, implementation, functioning and legal requirements of LPDCs.
2. If the training is available during work hours, the committee members shall be provided release time to attend. If the training is not available during the regular workday or work year, members shall be compensated at the rate of \$18.00 per hour. LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of training. Expenses shall be submitted on the professional meeting reimbursement form.
3. Monies provided by the state and earmarked for Local Professional Development Committee shall be placed in a separate line item in the district's budget and the LPDC shall have the discretion over how the monies are to be spent. All LPDC training and meeting expenditures will be taken out of this account.

F. Meetings and Compensation

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

G. Appeals Process

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

1002 Resident Educator Program

- A. Pioneer Career and Technology Center licensed instructors new to the teaching profession will participate in a Resident Educator program pursuant to Ohio Department of Education rules and regulations (ORC 3319.223).
- B. Mentor teachers from the career/technical and academic fields will be trained in Resident Educator program. When possible, trained mentor teachers will be assigned a new licensed instructor from a similar field.
- C. To help the mentoring teachers/program be successful, the following will occur:
 1. Create a pool of potential mentors;
 2. Educate potential mentors on mentoring criteria;
 3. A system of fair compensation will be maintained by the Association and Board for employees involved in the mentoring program.
- D. The district shall provide the EAP with telephone numbers of all newly hired employees to assist the EAP in making contact with its membership.

1003 – New Employees/Resident Educators /Mentors

- A. The district shall provide the EAP with telephone numbers of all newly hired employees to assist the EAP in making contact with its membership.
- B. The district will provide one half (½) day per each nine (9) week period for first year teachers to develop curriculum (total of 2 days maximum).

- C. The district will reduce and/or eliminate some of its internal requirements for first year, non-licensed, career technical teachers.
- D. New career/technical teachers will be placed on the Pioneer BA Step 0 pay scale for the required summer workshop and paid upon completion of the workshop.
- E. Newly hired teachers shall be provided with a big brother/sister for advice.

ARTICLE XI – DRUG FREE WORKPLACE

1101 – Use

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

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

1102 – Reporting

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

1103 – CDL Drug Testing

A. Pioneer is required to randomly drug test employees in a safety sensitive position in accordance with the law. Procedures, as set forth by the Code of Federal Regulations (CFR), 49CFR part 40, will regulate our drug and alcohol process. If testing extends beyond the workday it will result in the employee being paid at their per diem rate.

B. Reasonable Suspicion

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

C. Split Specimen

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

D. Rehabilitation/Discipline

1. Except as specified in Section 2 below, the Board shall provide any employee who has a first-time confirmed positive test result the opportunity to participate in a treatment/rehabilitation program. Rehabilitation/treatment program costs which exceed the amount covered by the employee's insurance shall be the responsibility of the employee.
2. Subsequent positive test results or a post-accident positive result (even if first time) may result in discipline up to and including 1)re-enrollment in treatment/rehabilitation; 2) permanent transfer; 3) suspension; 4) termination.

3. The Board may take no action against an employee based solely on behavior and appearance with respect to alcohol use in the absence of an alcohol test. In the event a random test results in alcohol concentration between .02 and .04, the Board may either place the employee on paid administrative leave (thereby releasing the employee from all duties for a period not to exceed 24 hours), or may just suspend him/her from the safety sensitive duties. If the Board elects the paid administrative leave option, it shall not be considered discipline and shall not be part of the employee's personnel file.

E. Pay Status/Placement

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

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

F. Records

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

G. Employee Rights

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

ARTICLE XII –TOBACCO -FREE WORKPLACE

1201 – Policy

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

1202 – Restricted Area

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

1203 – Quit Smoking Programs

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

ARTICLE XIII – HEALTH & SAFETY

1301 – Maintenance of Health and Safety

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

1302 – Health Supplies

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

1303 – No Reprisals

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

1304 – Safety Committee

- A. The parties shall establish and maintain a Health and Safety Committee. The Health and Safety Committee shall be responsible for monitoring the safe and healthful condition of the workplace and for reviewing and recommending appropriate health and safety procedures to the employer to be implemented. The responsibilities of the Health and Safety Committee shall include, but not be limited to, the following:
 - 1. Monitoring and assisting in the operation of the local Health and Safety Program and making recommendations to the employer for improvement.
 - 2. Monitoring findings and reports of workplace inspections to confirm that appropriate corrective measures are implemented.
 - 3. Reviewing reports of unsafe and unhealthful conditions and reviewing responses to those reports.
- B. The Health and Safety Committee shall have access to any records and/or information needed to perform its responsibilities.
- C. The Safety Committee shall be comprised of the following:
 - 1 Safety Director
 - 1 Administrator
 - 1 Adult Education Representative
 - 1 Classified Representative
 - 1 Health Academy Representative
 - 4 Certificated Representatives (not less than two from career/technical)
 - 1 School Nurse in ex officio capacity

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

1305 – OSHA Violations

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

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

ARTICLE XIV – DURATION OF CONTRACT

This Contract shall become effective on July 1, 2013 and shall remain in full force and effect through June 30, 2015

In Witness Whereof, the parties execute this Contract on the 20th day of May, 2013

Pioneer Career and Technology Center
Board of Education


Pioneer Board President


Pioneer Superintendent


Pioneer Treasurer

Education Association of Pioneer
Career and Technology Center


EAP President

OEA Consultant

PIONEER CAREER & TECHNOLOGY CENTER
FAMILY AND MEDICAL LEAVE FORM

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

commencing _____
(Date)

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

Reason for leave: _____

Employee's Signature

Superintendent's Signature

Date

Date

Teacher Performance Evaluation Rubric

The *Teacher Performance Evaluation Rubric* is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	FOCUS FOR LEARNING (Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
ASSESSMENT DATA	ASSESSMENT DATA (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

HL

76

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	<p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	Evidence				

INSTRUCTIONAL PLANNING

INSTRUCTIONAL PLANNING	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	Evidence				

9L

44

Instruction and Assessment					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	Evidence				
	<p>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
	Evidence				

Instruction and Assessment		Ineffective	Developing	Proficient	Accomplished
<p>RESOURCES (Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p>	
<p>Evidence</p>					

bL

Instruction and Assessment		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p>CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
	Evidence				

88

Instruction and Assessment					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students).The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
	Evidence				

Professionalism		Ineffective	Developing	Proficient	Accomplished
PROFESSIONALISM	<p>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	Evidence				

PROFESSIONAL DEVELOPMENT/TECHNOLOGY BANK GUIDELINES

The following activities will be considered for approval by priority:

1. Computer training – hardware and software
2. Program certification (i.e. ASE)
3. Training for staff improvement (technology)
4. Business/Industry visits (view technology)
5. Trade shows/seminars
6. Project integration (career technical or academic)
7. Hands on practice for new technology

The following criteria will be considered for approval by priority:

1. Activity must be directly related to Course/Program of Study
2. Existing need due to technology changes in the workplace (software or equipment)
3. Number of extended days already available to staff members
4. Number of students and teachers affected
5. Need to update (how long since last update)
6. Set up so teams can work together
7. Frequency of use

Other conditions for approval:

- College credit cannot be used when Technology Days are used, however, CEU can be used (college credit can be tuition reimbursed)
- Technology Days should be used during summer months as a first priority and non-scheduled workdays/hours as a second priority
- The employee will share per diem pay time equally with the Board. Professional reimbursement requests can still be made regardless of per diem pay (e.g. If you are going to a four day workshop; two days could be paid per diem by the Board and two days would not be paid per diem. However, your expenses (money provided) could be picked up through the professional form by the Board)
- Professional reimbursements may be requested during Technology Days to cover professional expenses

In accordance with Master Agreement, Article V, Section 501-M

Submit in duplicate

**PROFESSIONAL DEVELOPMENT/TECHNOLOGY BANK
REQUEST**

MUST BE APPROVED PRIOR TO THE ACTIVITY

1. Name _____ Date _____
2. Teaching assignment _____
3. Number of extended service days you have currently _____
4. Name of activity _____
5. Location of activity _____
6. Date(s) of activity _____ Length of activity (hours) _____
7. Number of extended days requested _____
8. Describe how completion of this activity will improve your teaching and/or help your students.

9. Are you completing this activity for college credit? Yes _____ No _____
10. Are there expenses associated with this activity? Yes _____ No _____
If yes, how much? _____
11. If you plan to request professional meeting reimbursement for expenses, complete and attach a Professional Leave Reimbursement Form.

Teacher signature _____ Date _____

Supervisor recommendation _____ Date _____

Superintendent approval _____ Date _____

Proof of attendance/participation is required for payment.

Classified Employee Performance Evaluation



Month , 20

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

1. QUALITY OF WORK – ACCURACY, NEATNESS, THOROUGHNESS **Satisfactory**

SPECIFIC COMMENTS:

2. QUANTITY OF WORK – VOLUME, AMOUNT, SPEED **Satisfactory**

SPECIFIC COMMENTS:

3. KNOWLEDGE OF WORK **Satisfactory**

SPECIFIC COMMENTS:

4. ADAPTABILITY – ADJUSTMENT TO CHANGE, ABILITY TO LEARN **Satisfactory**

SPECIFIC COMMENTS:

5. DEPENDABILITY – RELIABILITY **Satisfactory**

SPECIFIC COMMENTS:

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

SPECIFIC COMMENTS:

7. JUDGMENT – ABILITY TO MAKE DECISIONS, PLAN WORK **Satisfactory**

SPECIFIC COMMENTS:

Classified Employee Performance Evaluation



MONTH , 21

8. INITIATIVE – MOTIVATED, INTERESTED IN WORK

Satisfac

SPECIFIC COMMENTS:

9. PEOPLE SKILLS – TACT, APPEARANCE, PUBLIC RELATIONS

Satisfac

SPECIFIC COMMENTS:

GENERAL COMMENTS:

Evaluator's Signature _____

Date

EMPLOYEE'S COMMENTS:

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

Employee's Signature _____

Date

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

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

begin on _____.
(Date leave will begin)

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

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

Employee Signature

Date

PIONEER CAREER AND TECHNOLOGY CENTER
Form for Donating Sick Leave

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

(Date form is needed)

Guidelines for Donating Days

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

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

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

Signature of Employee Donating

Date

(For Office Use Only)

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

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

INDEX

Access to Information.....	3
Communications.....	6
Cost of Arbitrator's Service.....	6
Definition of a Grievance.....	6
Informal Level.....	6-7
Level 1: Immediate Supervisor.....	7
Level 2: Superintendent.....	7
Level 3: Board of Education.....	7
Level 4: Arbitration.....	7
Miscellaneous.....	8
Purpose.....	6
Rights of Grievant.....	6
Additional Assignment(s).....	35
Adult Education/Early Childhood Education Salary Schedules.....	54
Adult Education Working Conditions.....	35-36
Work Day.....	35
Work Year.....	36
Agreement.....	4
Assault Leave.....	28
Assignment, Transfer, Vacancy, and Promotion.....	16-17
Assignment.....	16
Vacancy.....	17
Involuntary Transfer.....	17
Voluntary Transfer.....	17
Association Leave.....	27
Association Rights.....	3
Attrition.....	18
Bargaining Period.....	4
Bumping.....	19
Bus Training/Inspection.....	40
Catastrophic/Life-threatening Alternatives.....	29
Certified Salary Schedule.....	47-48
Change in Carrier.....	58
Class Size.....	33
Class Load.....	33
Intervention Ratio.....	33
Classified Salary Schedule.....	52-53
Classified Working Conditions.....	37-40
Assemblies/Programs.....	38
Calamity Days.....	38
Discipline.....	39-40
Holidays.....	39
Job Descriptions.....	38
New Software.....	39
Overtime Payment.....	37
Rotation.....	39
Summer Hours.....	39
Vacation.....	37
Commitment to Bargain/Scope of Negotiations.....	3

Communications	6
Complaint Procedure.....	9-10
Composition of Bargaining Teams.....	4
Continuing Education Units (CEU's).....	61
Copies of State Mandates and/or Board Policies.....	62
Definition of Day.....	5
Dental Insurance	58
Directed Requests.....	4
Disagreement.....	5
Drug Free Workplace	67-68
CDL Drug Testing.....	67-68
Reporting.....	67
Use.....	67
Duration of Contract	72
Employee Handbook.....	63
Extended Service/Contracts	43
Evaluation Process	10-14
Fair Dismissal.....	14
Fair Share Fee	62-63
Family and Medical Leave.....	28
Final Agreement.....	5
Forms.....	73-87
Grievance Procedure	6-8
Health & Safety	70-71
Health Supplies	70
Maintenance of Health and Safety.....	70
No Reprisals.....	70
Health Insurance	56-58
125 Plan	58
Benefits	57
Comprehensive Medical Co-Insurance.....	57
Coverage.....	56
Deductible	57
Education	56
Eligibility	58
Emergency Enrollment	58
Premium Holidays	57
Inclusion.....	33-34
Challenge of Student Placement	34
Individualized Education Program (IEP) Team	33
Intervention Classes.....	33
Release Time/Compensation	34
Substitutes for VOSE'S	33
Support Services	34
Specialized Health Care Procedure.....	34
Training/Staff Development.....	33
Waiver Procedures.....	34
Individual Contract, Regular and Supplemental.....	41
Extended Service/Contracts	43
Individual Rights.....	15-16
Initial Bargaining Session	4

Instructor Salary Schedule	47-48
Leave for Professional Improvement	27-28
Length of Recognition	2
Life Insurance.....	59
Local Professional Development Committee	64-65
Appeals Process	65
Chairperson.....	64
Committee Composition and Selection.....	64
Meetings and Compensation.....	65
Mission Statement.....	64
Term of Office	64
Training.....	64
Lunch Periods	33
Maintenance of Certification/License.....	60-61
Make-up Test Center.....	35
Management Rights	3
Maternity/Paternity/Adoption Leave.....	25
Mileage Reimbursement	61
New Employees/Resident Educator/Mentors.....	65-66
Number of Pay Periods	56
OSHA Violations	71
Payment for Adult Education	59
Payroll Deductions	56
Personal Leave	26
Personnel Files	14-15
Professional and Academic Freedom.....	30
Professional Leave.....	27
Purpose.....	6
Reduction in Force (RIF)	18-21
Resident Educator.....	65-66
Retirant Contracts	43-44
Rights While on Suspension.....	20
Safety Committee.....	70-71
Salary and Fringe Benefits	45-61
Adult Education/Early Childhood Salary	55
Classified Salary Schedule.....	52-53
Instructor Salary Schedule	47-48
Seniority.....	20-23
Correction of Inaccuracies.....	22
Equal Seniority	21
Loss of Seniority.....	21
Resumption of Seniority	21-22
Seniority Defined	20
Seniority List.....	22
Superseniority	21
Sequence of Limited Contracts/Continuing Contracts.....	41-42
Transfer of Units.....	22
Severance Pay.....	59-60
Shift Changes.....	37
Sick Leave	24-25
Sick Leave Used for Pregnancy.....	24-25

Smoke-free Workplace	69
Policy	69
Quit Smoking Programs	69
Restricted Area	69
Student Attendance Policy	35
Student Discipline	35
Substitute Teachers	35
Tax-Sheltered Annuities	56
Teaching and Room Assignments	32
Teaching Environment	30-35
Academic Instructors	31
Advisory Committees	32
Career Technical Lab Enrollment Standards	31-32
Extended Service	32
Faculty/Department Meetings	31
In-Service	31
Job Descriptions	32
Lesson Plans	32
Preparation Day	30
Professional Development/Technology Bank	32
Sophomore Orientation/Open House	31
Work Year	30
Work Year—Addition of Extended Service	30
Time Limits	6
Transfer of Units	22
Tuition Reimbursement	60
Vision Insurance	58