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***AGREEMENT***

***BETWEEN THE***

***PAINESVILLE CITY  
BOARD OF EDUCATION***

***AND THE***

***PAINESVILLE CITY  
TEACHERS ASSOCIATION***

***2013-2015***

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**2013-2015**

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## **ARTICLE I - RECOGNITION**

- 1.0100 **STATEMENT OF RECOGNITION** - The Painesville City Local Board of Education (hereinafter "Board") recognizes the Painesville City Teachers Association (hereinafter "Association"), affiliated with the Ohio Education Association and the National Education Association, as the sole and exclusive representative of the bargaining unit (hereinafter usually referred to as "members") for the purposes of collective bargaining.
- 1.0200 **DEFINITION OF BARGAINING UNIT** - For the purpose of recognition, collective bargaining, and application of bargained rights, the bargaining unit referred to herein will be defined as all certified personnel, less tutors, substitute teachers, and administrators (in accordance with the SERB definition), under employment contracts to the Painesville City Local Board of Education.
- 1.0300 **DURATION OF RECOGNITION** - The period of recognition will continue unless a successor is elected or recognition is withdrawn in accordance with O.R.C. 4117.

## ARTICLE II – NEGOTIATIONS PROCEDURE

- 2.0100 **SCOPE OF NEGOTIATIONS** - The scope of the collective bargaining, as provided in Ohio Revised Code 4117.08, will include all matters pertaining to wages, hours, or terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.
- 2.0200 **REQUEST FOR NEGOTIATIONS** - For the purpose of initiating the bargaining process, a written request for bargaining will be submitted by the bargaining agent to the Superintendent on or before April 1 in the year bargaining is to take place.
- 2.0300 **INITIAL MEETING**
- 2.0301 **SCHEDULING** - Following receipt of said request, a meeting between the bargaining teams of the PCTA and the Board of Education will be scheduled for a mutually satisfactory time and place within thirty (30) days after said receipt. A mutually satisfactory later date may be agreed upon.
- 2.0302 **PURPOSE** - At the initial meeting both the Association and the Board's representatives will mutually exchange a list of all items they respectively propose for consideration during bargaining. The two (2) lists will be merged and will serve as an agenda during the bargaining period. Once these lists have been exchanged, no new items can be submitted by either side unless the other side agrees. At said meeting any other necessary and agreeable ground rules may be established.
- 2.0400 **EXCHANGE OF INFORMATION** - The parties agree to provide each other with relevant data and supporting information available to either of them upon a reasonable request from the other. Any such request for relevant data and supporting information will be as specific as possible so as to enable the other team to secure same with a minimum of effort.
- 2.0500 **GOOD FAITH BARGAINING** - Both teams will bargain in good faith. Good faith means the obligation of the Board of Education, or its designated representatives, and the representatives of the bargaining agent to meet at reasonable times and have a sincere desire to reach settlement. The obligation of a Board or its representative and the representatives of the bargaining agent to meet for purposes of collective bargaining does not compel either party to agree to a proposal.
- 2.0600 **AGREEMENT** - When tentative agreement on all items is reached between the two bargaining teams, the initialed tentative agreement items will be submitted to both the members of the bargaining agent and to the Board for ratification within ten (10) days, unless mutually agreed otherwise. When so ratified, the complete agreement reflecting all the initialed tentative agreement item changes will be properly initialed, dated, and signed by the president and chief negotiator of the Board and the president and chief negotiator of the bargaining agent.

The Agreement will be implemented and will become binding on both parties and will supersede all previous agreements and will control over any conflicting policy, or policies, or portions thereof and to the extent authorized by Section 4117.10 (A) O.R.C. conflicting statutory provisions, if any. The Board will file a copy of the Agreement with SERB within thirty (30) days of execution.

2.0700 **MUTUALLY AGREED UPON DISPUTE SETTLEMENT PROCEDURE** - The mediation procedures set forth below constitute the parties' mutually agreed-upon dispute settlement procedures. The foregoing notwithstanding, the Painesville City Teachers Association will retain its right to strike as authorized by and in accordance with the provisions of Chapter 4117 O.R.C.

2.0701 **MEDIATION** - In the event an agreement cannot be reached on any item before the negotiating teams, either team may declare impasse and request the assistance of a professional mediator to resolve the disagreement. A mediator will be obtained through the Federal Mediation and Conciliation Service. The request will be submitted in writing by the declaring party within five (5) days of the declaration of impasse.

A. **PURPOSE** - The mediator will be used as a means of bringing the two parties to an agreement and will have authority to call all meetings, set location, time, and duration of said meetings, and set whatever ground rules he or she deems necessary.

B. **RESTRICTIONS** - Either party may impose the following restrictions:

1. the mediator will not have the authority to call a meeting at a location more than ten (10) miles distant from the City of Painesville;
2. nor may he or she call any meeting before 8:00 a.m. on a Saturday;
3. nor may any such meeting continue beyond 6:00 p.m. on a Saturday;
4. nor may he or she call any meeting on a Sunday or before 3:30 p.m. on a weekday;
5. nor may any such meeting continue beyond 10:30 p.m. on a weekday.

2.0702 **AGREEMENT** - If an agreement is reached through the use of a mediator, such agreement will be subject to the provisions set forth as to approval and adoption and execution.

2.0703 **RECOMMENDATION** - If an agreement is not reached within fifteen (15) calendar days of the first mediation session, the mediator may, upon the request of either party, and at his or her sole discretion, prepare and

distribute a written recommendation for settlement of all items remaining at impasse. Said recommendation will be delivered by the mediator to the chief negotiator for both teams and a copy thereof will be available at the office of the Board and at the local UniServ office for public inspection and review.

Any such recommendation will be advisory only, provided the parties will enter into a contract consistent with the recommendation unless either party or both parties reject it by three-fifths (3/5) vote within ten (10) days of its receipt. Mediation may, at the discretion of the mediator, continue after the recommendation has been delivered and/or rejected.

2.0704 **COST OF MEDIATION** - The costs of the mediator, if any, will be shared equally by the parties. Other costs will be paid by the party incurring them.

## ARTICLE III - GRIEVANCE PROCEDURE

### 3.0100 DEFINITIONS

3.0101 **GRIEVANCE** - A claim by a teacher, teachers, or the Association (hereinafter called the grievant), that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided.

In addition to the foregoing, claims of alleged unfair or inequitable treatment of a teacher or group of teachers may be processed through Step I.

3.0102 **DAYS** - Days will be calendar days.

3.0200 **INFORMAL PROCEDURE** - In the event that the grievant believes there is a basis for grievance, he or she will first discuss the alleged grievance with the immediate administrative authority who has the authority to bring about a resolution of this alleged problem. Either party may be accompanied by representation. Such grievance must be raised within thirty (30) days of the occurrence giving rise to the grievance.

If, after the informal discussion with the administrative authority, a grievance still exists, he/she may invoke the following formal grievance steps.

### 3.0300 FORMAL PROCEDURE

3.0301 **STEP I** - The grievant may submit to the Superintendent or designee a completed statement of the nature of the grievance and provisions of the contract allegedly violated, when applicable, in triplicate showing the date of the occurrence and the relief sought (Appendix E). Within seven (7) days of the receipt of said statement, the Superintendent or designee will meet with the grievant and/or his/her Association representative in an effort to resolve the grievance. The Superintendent or designee will indicate in writing his/her disposition of the grievance within seven (7) days after such meeting with said grievant.

3.0302 **STEP II** - If the grievant is not satisfied with the disposition made by the Superintendent or designee, or if no disposition has been made within the above stated time limits, then the grievant may submit the grievance to mediation by filing a copy of same with the Superintendent and the Federal Mediation and Conciliation Service. The parties agree to participate in the mediation of all the issues set forth in the grievance at the first meeting date available to the mediator, but not later than thirty (30) calendar days from the filing of the request for mediation. If the mediation process is not successful, or the first meeting cannot be held within thirty (30) calendar days from the date of the request, and the employee remains aggrieved, the employee, or the Association on his/her behalf, may proceed to Step Three.

3.0303 **STEP III** - If the grievant is not satisfied with the disposition of the grievance as a result of mediation, or if no disposition has been made within the period above provided, the Association may request the grievance be submitted to arbitration before an impartial arbitrator by the Association filing the grievance with the Board and a copy to the Superintendent. Notice of the demand for arbitration will be given within ten (10) days after the notification of the Board's decision. If the parties cannot agree as to the arbitrator within seven (7) days, he/she will be selected by the American Arbitration Association in accord with its rules, which rules will likewise govern the arbitration proceeding. The arbitrator will have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree that the award of the arbitrator will be final and binding. The fees and expenses of the arbitrator will be borne by whichever party is deemed the loser by the arbitrator.

3.0400 **ADDITIONAL PROVISIONS**

3.0401 **TIME LIMITS** - The time limits provided in this article will be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year, and strict adherence to the time limits may result in hardship to any party, the Board will use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

3.0402 **PERSONAL COMPLAINTS** - If an individual teacher has a personal complaint which he/she desires to discuss, he/she is free to do so without recourse to the grievance procedure. In such a case the teacher should initiate discussion at the lowest administrative level able to resolve the complaint.

3.0403 **CONFIDENTIALITY** - All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

3.0404 **RELEASED TIME** - A teacher engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance, including arbitration, will be released from regular duties without loss of salary.

3.0405 **SCHEDULING** - Every effort will be made to minimize the disruption of the normal school day by scheduling grievance matters so as not to interfere with any teacher's normal teaching responsibilities. Furthermore, the arbitrator will not be permitted to schedule any arbitration hearing during school hours and may not schedule any such meeting more than ten (10) miles in distance from the boundaries of the Painesville City Local School District.

- 3.0406 **NON-ENDORSEMENT** - In the case of a grievance filed at Step III without Association endorsement, the individual grievant will, if the losing party, be liable for the Step III arbitrator's costs.
- 3.0407 **NO REPRISAL** - No reprisals of any kind will be taken by the Board against any member of the PCTA or any participant in the grievance procedure by reason of such participation.

## ARTICLE IV - RIGHTS

### 4.0100 ASSOCIATION RIGHTS

4.0101 **NEW TEACHER ORIENTATION** - The Association will be granted a reasonable opportunity to introduce itself at the initial planning and orientation meetings for new teachers including the right to place a letter with district materials delivered to the new teachers.

### 4.0102 **BUILDING USE/FACILITIES**

- A. **USE OF BUILDINGS** - The Association will be permitted to use school buildings for its official membership and executive committee meetings after school hours and at a time and place that does not interfere with the normal and other scheduled use of such buildings.
- B. **BUILDING REPRESENTATIVES** - The Association building representatives may call meetings of the Association members assigned to the building. Prior to scheduling or calling any such meeting, the Association building representative will advise the building principal or designee prior to the meeting. No Association meeting may be scheduled during the work day, or in conflict with other previously scheduled meetings, or at any time when the meeting will disrupt the regular work activity of any professional staff member to be in attendance at the meeting without the prior approval of the building principal or designee. Such approval will not be unreasonably denied. No more than one general membership Association meeting per month will be held during the teacher contract day without the prior approval of the principal of the building or buildings involved.
- C. **USE OF MAIL FACILITIES** - The Association will be authorized to use the interschool mail facilities and the teachers' mailboxes.
- D. **USE OF BULLETIN BOARDS** - The Board will designate reasonable space on a bulletin board in each building for general use of the Association. The bulletin board will, when possible, be located in an area readily accessible to and normally frequented by teachers.
- E. **USE OF SCHOOL EQUIPMENT** - The Association will be authorized to use school equipment provided that the Association reimburses the Board on an actual cost basis.
- F. **EMPLOYEE INFORMATION** - The names, addresses, listed phone numbers, and building assignments of all employed certificated staff members will be made available to the Association as this information becomes available.

- G. **DIRECTORIES** - The Association will be provided with four (4) annual district-wide personnel directories.

4.0103 **BOARD/ASSOCIATION RELATIONS**

- A. **AGENDA** - The Association will receive two (2) copies of the agenda of the Board of Education.
- B. **MINUTES** - The Association will receive one (1) copy of the minutes of each Board of Education official meeting.
- C. **NONCONFIDENTIAL MATERIALS** - A packet of nonconfidential materials related to the Board meeting agenda topics will be prepared and available for the PCTA to pick up at the Board office when it has been prepared for the Board. These items will be non-official and subject to change or withdrawal before Board action is taken. Additional items provided to the Board at the meeting will be made available to PCTA at the same time. During the summer months, the Board office will call a designated PCTA member to notify him/her that the Board Packet is available. The packet will be then placed in the Board mailbox for pick-up.
- D. **BOARD POLICIES** - The Association will receive all written Board policies and procedures.
- E. **RIGHT TO ADDRESS THE BOARD** - The Association will have the right to address the Board on any issue before the Board.

4.0104 **TEACHER/ADMINISTRATOR ADVISORY COMMITTEE**

- A. **PURPOSE** - The Painesville City Local Board and PCTA agree to meet every other month to discuss instructional program goals and/or mutual concerns which are not currently being pursued through the grievance procedure.
- B. **COMPOSITION** - Composition of the committee will be: for the Board, the superintendent and his/her designees; for the Association, the PCTA President and a designee from each building.
- C. **AGENDA ITEMS** - Agenda items for the Teacher/Administrator Advisory Committee will be forwarded to the Superintendent/designee from the President of the PCTA/designee and will be forwarded to the President of the PCTA/designee from the Superintendent/designee five (5) days in advance of scheduled meetings.

- 4.0105 Teachers will on an annual basis submit to the building principal requests for building and departmental instructional materials and supplies. If the member's needs exceed the allocated amount, the member and principal

shall meet to resolve the issue. The final budget recommendation is the Principal's decision.

4.0106 **FAIR SHARE FEE** - This provision will be in effect with seventy percent (70%) minimum threshold based upon full-time equivalency.

A. **PAYROLL DEDUCTION OF FAIR SHARE FEE** - The Employer will deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this contract. No nonmember filing a timely demand will be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

B. **NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE** - Notice of the amount of the annual fair share fee, which will not be more than one hundred percent (100%) of the unified dues of the Association, will be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Employer agrees to promptly transmit all amounts deducted to the Association.

C. **FAIR SHARE FEE PAYMENT SCHEDULE**

1. **COMMENCEMENT OF PAYMENT** - Payroll deduction of such annual fair share fees will commence on the first pay date which occurs on or after January 15 annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction will commence on the first pay date on or after the later of: (1) sixty (60) days employment in a bargaining unit position which will be the required probationary period or (2) January 15.

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

D. **TRANSMITTAL OF DEDUCTIONS** - The Employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions

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

- E. **PROCEDURE FOR REBATE** - The Association represents to the Employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice will be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- F. **ENTITLEMENT TO REBATE** - Upon timely demand, nonmembers may apply to the OEA for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the OEA.
- G. **INDEMNIFICATION OF EMPLOYER** - The Association on behalf of itself and the OEA and NEA agrees to indemnify the Employer for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
  - 1. The Employer will be given a ten (10) day written notice of any claim made or action filed against the Employer by a nonmember for which indemnification may be claimed;
  - 2. The Association will reserve the right to designate counsel to represent and defend the Employer;
  - 3. The Employer agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
  - 4. The Employer acted in good faith compliance with the fair share fee provision of this Contract; however, there will be no indemnification of the Employer if the Employer intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

4.0107 **COMPENSATION TO PCTA OFFICERS FOR UNION ACTIVITIES IN ACCORDANCE WITH STRS** – Upon written request of the PCTA, the following PCTA officers shall be assigned to the PCTA to conduct PCTA business. These employees shall be paid an annual stipend by the Board in the amount listed below. One half of this stipend shall be paid to the employees by the second paycheck in January and one half shall be paid to the employees by the second check in June.

President	– \$1,200.00 + Amount of unified dues for the year
Vice President	– Amount of unified dues for the year
Secretary-Treasurer	– \$1,400.00 + Amount of unified dues for the year
Secretary	– Amount of unified dues for the year

The total cost of the STRS contributions will be deducted from the stipend amount and the PCTA shall reimburse the Board for the cost of the stipends (and one percent (1%) administrative costs) two weeks prior to the pay date.

#### 4.0200 **INDIVIDUAL TEACHER RIGHTS**

- 4.0201 **RIGHTS UNDER THE LAW** - Nothing contained herein will be construed to restrict or deny the rights that all parties of interest have under the law.
- 4.0202 **NONDISCRIMINATION** - The policies and practices of the Board will be applied without regard to race, color, creed, national origin, sex, marital status, age, or membership in the Association or its associated activities.
- 4.0203 **CITIZENSHIP** - The Board agrees that all members of the instructional staff are entitled to full rights of citizenship regardless of race, color, creed, or place of origin.
- 4.0204 **RIGHTS AND PRIVILEGES** - The employee will be insured all rights and privileges granted in the state and national statute and Constitution.
- 4.0205 **PARTICIPATION IN PROFESSIONAL AND CIVIC ORGANIZATIONS** - The Board further agrees that members of the instructional staff have the right to participate in professional and civic organizations for their personal benefit and interest so long as such activity does not interfere with their contractual obligation.
- 4.0206 **NO REPRISALS** - No reprisals will be taken against an employee by reason of his/her utilization of any procedure or activity provided for in this Agreement or in any existing personnel policy.
- 4.0207 **DISCIPLINE** - Disciplinary action will not be taken against a member solely on the basis of an oral or written complaint by a parent or student. No member shall be disciplined (written reprimand, suspension or termination) without an investigation and follow-up discussion with the member.
- 4.0208 **TELEPHONE** - All teachers have the right to have access to a telephone for necessary, personal, and school-related calls. Teachers will reimburse the school for any personal toll calls.
- 4.0209 **DIRECTORIES** – District-wide directories will be provided to all faculty.
- 4.0210 **OPEN ENROLLMENT** - Children of teachers employed by Painesville City Local Schools will be granted permission to attend Painesville City Local

Schools tuition free in any school year when the enrollment of such children will result in additional funding on the SF-3 formula for School Foundation Program monies from the State of Ohio.

4.0211 **TEACHER EVALUATION**

A. **ENTITLEMENT** - Teacher and Other Certified Professional evaluations will be done in accordance with the OTES documents delineated in Appendix D. The evaluation system, procedure, and all written forms as outlined in Appendix D will be strictly adhered to and uniformly applied throughout the district in a nondiscriminatory manner. The Board will not be required to evaluate long-term substitutes.

B. **DUE PROCESS** – Nothing herein is intended to deny any right contained in ORC 3319.11 or 3319.111 regarding limited contract status.

A teacher who does not have evaluation procedures applied in compliance with section 3319.111 of the Revised Code or who does not receive notice on or before June 1 of the intention of the Board not to reemploy the teacher is presumed to have accepted employment unless the teacher notifies the Board in writing to the contrary on or before June 15.

C. **CONTINUING CONTRACT TEACHERS** – Tenured teachers will be governed by the procedures and rights as specified in the O.R.C. 3319.11 regarding contract employment and termination.

D. Review Committee for Standards-Based Evaluation Processes – A committee of three (3) bargaining unit members appointed by the PCTA President, and three (3) administrators appointed by the Superintendent shall meet on an annual basis to review the Standards-Based Evaluation System including;

1. Allocation of Student Growth Measures (Approved Vendor Assessments, SLO's and Shared Attribution).
2. Incorporation of new legislation into the current procedures.
3. Structure and function of SLO Review Committee.
4. Approval of list of external evaluations not later than September 30, 2013, and June 30<sup>th</sup> thereafter.

E. SLO Review Committee – Two (2) SLO Review Committees will be created beginning in 2013-14 – One (1) committee will review and approve SLO's developed in each of the District's elementary schools, and one (1) committee will review and approve SLO's

developed at the MS/HS level. The structure of each committee will be five (5) bargaining unit members and one (1) administrator.

- F. Notice Of Intent To Not Re-employ – Treasurer/CFO issues a written notice of Board’s action to not re-employ by personal service and/or certified mail so that teacher actually receives notice by June 1.

4.0212 **OUT-OF-POCKET REIMBURSEMENT** - All certificated staff members will be reimbursed for out-of-pocket expenses up to two hundred dollars (\$200) per individual each year for classroom materials. Funds will be available by submission of receipts on a twice-per-year basis using "Teacher's Reimbursement Form," Appendix F.

## ARTICLE V - WORKING CONDITIONS

### 5.0100 EMPLOYMENT PRACTICES

5.0101 **EMPLOYMENT** - Every new teacher employed by the Board for a regular teaching assignment in a nonvocational area will have a bachelor's degree from an accredited college or university. In addition, each newly employed teacher will have a provisional or higher certificate/license from the Ohio Department of Education except in areas declared as shortages. Certificated/licensed applicants (provisional or higher) will be given preference over non-certificated/licensed applicants in areas declared as shortages by the Ohio Department of Education.

5.0102 **NONDISCRIMINATION** - The provisions of Board Policies and the wages, hours, terms, and conditions of employment will be applied in a manner which is not arbitrary, capricious, or discriminatory with regard to race, creed, religion, color, national origin, age, sex, or marital status.

5.0103 **VACANCY DEFINED** - A vacancy will be defined as:

- A. Death of a bargaining unit member;
- B. Retirement of a bargaining unit member;
- C. Resignation of a bargaining unit member;
- D. Extended leave of absence (for a full school year) of a bargaining unit member;
- E. Creation or restoration of a bargaining unit position;
- F. Nonrenewal of a bargaining unit member;
- G. Termination of a bargaining unit member;
- H. Transfer or promotion of a bargaining unit member if the position is to be retained;
- I. Vacant or new supplemental contract positions if the position is to be retained.

5.0104 **POSTING OF VACANCY(IES)**

- A. The Superintendent will direct that said posting will be made incorporating the qualifications listed in the job description.
- B. The typed notice will be posted for a five (5) work day period.

C. Communication to potential applicants will be as follows:

1. **SUMMER RECESS** - Notice of posting is to be sent with paycheck, or individual mailing to the bargaining unit member. The posting will include job title and building (where appropriate). Posting of the notice will also be made by displaying the same on the Board of Education bulletin board. Openings that occur after the pay date immediately preceding August 15 in any given contract year are not subject to normal posting procedure. The Association President will be given a written notification of each resignation received by the Board for the summer months.
2. **SCHOOL-YEAR VACANCIES** - Three (3) copies of notice will be sent to each building to be posted on designated bulletin boards. Off-site bargaining unit members will receive the notice by mail. Copies of all notices are to be sent to the PCTA President.

D. Letters of interest are to be submitted to the person named in the posting by the end of the work day of the last day of the posting period.

5.0105 **FILLING OF A VACANCY** - If more than one teacher has applied for the same position, then the following will be considered when filling the opening:

- A. Qualifications (as listed in the job description);
- B. Seniority;
- C. The best interest of the school district as demonstrated by the Superintendent or his designee in writing.

5.0200 **ASSIGNMENT**

5.0201 **AUTHORITY TO ASSIGN** - The Superintendent will assign all school personnel subsequent to employment by the Board of Education. The authority of the Superintendent is found in the Ohio Revised Code, Section 3319.01.

5.0202 **SPECIAL ASSIGNMENTS** - Camping programs, summer school assignments, and federal program assignments will be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district with the exception of Adult Basic Literacy Education. All such positions will be posted.

5.0300 **TRANSFERS**

- 5.0301 **VOLUNTARY TRANSFER** - Teachers may request a transfer at any time by writing to the Superintendent. Teachers requesting a transfer should make their request in writing to the Superintendent within one week of a posted opening. Requests for transfers will be the responsibility of the teacher. A teacher's request for transfer or promotion will be honored to the extent that there is no conflict with instructional requirements or with balancing of staff. New teachers employed during the school year will be considered temporary placements, and such positions would be considered openings at the close of the school year.
- 5.0302 **INVOLUNTARY TRANSFER** - Notice of involuntary transfer or reassignment will be given to teachers as soon as possible along with reasons for such a change. A list of these teachers, current positions and new assignments, when made, will be given to the PCTA president, upon request.
- 5.0303 **EXCEPTIONS TO ASSIGNMENT AND/OR TRANSFER** - No transfer or reassignment will be made that results in a layoff of a bargaining unit member or prevents the recall of an employee on layoff status. If a teacher's request for a transfer is denied due to the implementation of this provision, he/she will be so notified in writing.
- 5.0304 **ALLEGED NONCOMPLIANCE** - Only matters of alleged noncompliance with this procedure are subject to remedy via the grievance procedure.
- 5.0400 **TEACHERS' EMPLOYMENT CONTRACTS** - The Board will provide each member of the instructional staff individually written contracts in keeping with provisions of the Ohio Revised Code. Such contracts will therefore be either on a limited or continuing basis.
- 5.0401 **LIMITED CONTRACTS** - Teachers eligible for limited contracts will be granted contracts in accordance with the following schedule:
- A. Teachers with twenty (20) or more years experience will be granted a three (3) year limited contract.
  - B. Teachers with ten (10) through nineteen (19) years experience will be granted a two (2) year limited contract.
  - C. Teachers with zero (0) through nine (9) years experience will be granted a one (1) year limited contract.
- 5.0402 **CONTINUING CONTRACTS**
- A. **NOTIFICATION OF ELIGIBILITY** - Any teacher who will be eligible for a Master's Degree or will complete thirty (30) graduate hours, and has notified the Superintendent in writing prior to September 1 of each contract year that he/she will be eligible for a Professional Certificate/License at the completion of the current contract year will be subject to administrative evaluation during that year.

B. **CHANGE IN STATUS** - In such a case where the following conditions are present:

1. The teacher has notified the Superintendent pursuant to Section 5.0402 (A) of this Article, and
2. The Board elects to grant the teacher a new limited contract by April 30, or the teacher is currently under a multi-year limited contract, and
3. The documentation and data qualifying the teacher for a continuing contract is on file with the Superintendent no later than the following September 15.

The Board will act at that time to substitute a continuing contract for the limited contract for that teacher.

5.0500 **FULL-TIME WORK DAY**

1. The full time member's work day shall be seven and one half hours (7 and ½) for the high school, seven and one-quarter hours (7 and ¼) for the middle school elementary staff including preschool staff. The work day for psychologists, OT's, PT's, school nurse's and SLP's will be seven and one-quarter hours (7.25). This full time member's work day will include a thirty (30) minute duty free lunch. Bargaining unit members may leave the building during duty-free lunch. The high school student day will be 6.8 hours, middle school student day, 6.5 hours and elementary student day, 6.40 hours.
2. Member's time before or after school may be spent in professional development activities, staff meetings, curriculum development, individual pupil assistance, parent conferences, and supervisory roles all which contribute to the educational program of Painesville City Local Schools. For this reason members shall maintain balance and flexibility in making themselves available at these times. The administration will maintain balance and flexibility in using these times and scheduling in advance.
3. SST, ETR and IEP meetings that may occur outside of the member's work day will be scheduled upon mutual agreement in advance with affected staff members. Staff attending these meetings will not be eligible for supplemental pay, but can accrue up to three and one-half (3.5) hours of professional development time applicable to the January work day. Additionally, teachers can use technology such as phone conferencing and videoconferencing to participate in these meetings unless their presence is required by the administrator.
4. Supplementary contract duties may be scheduled during portions of the work day if such activity is reasonable and appropriate for students.

5. Occasional, traditional activities that may extend beyond the school day, should be attended on a voluntary basis to contribute to the educational programming of the building.
6. Non- supplemental contract extracurricular assignments and necessary and reasonable meetings, excluding building staff meetings, and conferences during the school week and the school year may extend the teacher work day not to exceed four (4) hours per year. One building staff meeting per month will be held and it will not extend the teacher workday more than thirty (30) minutes.
7. As part of the Professional Learning Community (PLC) model, members will participate in collaborative meetings in order to improve teaching and learning during their designated times.
8. Individual plan time at the elementary school shall be a minimum of one-hundred fifty (150) minutes per week. Individual plan time at the middle and high schools shall be a minimum of forty (40) minutes during the school day.

3 periods	=	.3615
4 periods	=	.4820
5 periods	=	.6025
6 periods	=	.7230
7 periods	=	.8435

#### 5.0600 **PART-TIME TEACHERS**

5.0601 **DEFINITION** - A part-time teacher is a teacher employed for less than full time, computed on a daily or weekly basis.

5.0602 **SALARY AND FRINGE BENEFITS** - The salary and fringe benefits paid by the Board will be prorated to the time per day contracted. The time and percentage of the day contracted will be determined as follows:

5.0603 **ELEMENTARY TEACHERS** - Total teaching time per day will be divided by 390 minutes per day, plus that percent times 30 minutes per day for plan time.

Example: Teacher hired for 3 hours per day  
 $FTE = 180 \text{ divided by } 390 = .462 + (.462 \times 30 = 13.86 \text{ minutes}) =$   
 $180 + 13.86 = 193.86 \text{ divided by } 390 = 49.71\%$

5.0604 **MIDDLE SCHOOL TEACHERS** - Each period per day will equal 43 minutes divided by 405 minutes per day, plus that percent times 40 minutes per day for plan time.

Example: 1 period per day =  $43 \text{ divided by } 405 = .106 + (.106 \times 40 = 4.24 \text{ minutes}) =$   
 $43 + 4.24 = 47.24 \text{ divided by } 405 = 11.66\%$

Formula: 1 period	=	.1166
2 periods	=	.2332
3 periods	=	.3498
4 periods	=	.4664
5 periods	=	.5830
6 periods	=	.6996

5.0605 **HIGH SCHOOL TEACHERS** - Each period per day will equal 46 minutes divided by 420 minutes per day, plus that percent times 42 minutes per day for plan time.

Example: 1 period per day = 46 divided by 420 = .110 + (.110 x 42 = 4.62 minutes) = 46 + 4.62 = 50.62 divided by 420 = 12.05%

Formula: 1 period	=	.1205
2 periods	=	.2410
3 periods	=	.3615
4 periods	=	.4820
5 periods	=	.6025
6 periods	=	.7230
7 periods	=	.8435

5.0606 **COMPENSATION** - The annual salary paid part-time teachers will be determined by multiplying the percentage of the day worked by the salary they would earn as a full-time teacher. Part-time teachers will receive annual increments on the salary schedule for the purpose of determining their annual salary as a part-time teacher.

5.0607 **EXPERIENCE CREDIT** - A part-time teacher moving to full-time employment will receive one year of salary schedule experience credit for each six hundred sixty (660) hours (elementary), seven hundred ten (710) hours (middle school), or seven hundred twenty (720) hours (high school) worked as a part-time teacher within the school district. In making this calculation, additional hours worked as a substitute teacher will be added to the hours worked as a part-time teacher during each school year they are employed as a part-time teacher.

5.0608 **SENIORITY** - Each year (120-day minimum) of part-time employment within the district will count as a full year for seniority purposes regarding RIF.

5.0609 **SICK LEAVE/PERSONAL LEAVE** - Part-time teachers will earn fifteen (15) days of sick leave and three (3) days of personal leave per school year. All such sick leave and personal leave days will be equivalent to the percentage of a full-time day actually worked by each individual part-time teacher. At the conclusion of each school year the number of unused days of sick leave will be converted to full-time days of sick leave, rounded to the nearest one-half day, by utilizing the number of minutes in the school day at the appropriate building level and the number of minutes contracted

for on a daily basis. Part-time teachers utilizing full-time days of accumulated sick leave will have their accumulated days reduced by the number of hours of sick leave paid, rounded to the nearest half day, at the end of each school year.

5.0610 **FRINGE BENEFITS** - Insurance benefits will be provided on a percentage basis, at the part-time teacher's option, with the teacher paying for the percent of cost that corresponds to the percent of the day that is not contracted. Payroll deduction may be utilized for this purpose.

5.0611 **EXTRA ASSIGNMENTS** - If a part-time teacher covers a class during a contracted plan period or substitutes during a non-contracted period, reimbursement will be according to the class coverage schedule of pay.

When a part-time teacher is required to work more than the contracted time for conferences or teacher in-service days included in the salary schedule, such extra time will be reimbursed at the part-time teacher's hourly rate.

#### 5.0700 **REDUCTION IN FORCE**

5.0701 **REASONS FOR RIF** - When necessary, the Board of Education may reduce the number of teaching positions, but such reductions will be limited to such reasons as:

- A. Decline in student enrollment.
- B. Return to duty of regular teachers after leaves of absence.
- C. Suspension of schools or territorial changes affecting the district.
- D. Insufficient operating funds.

5.0702 **IMPLEMENTATION** - If staff reduction is deemed necessary, it will first be accomplished by not replacing teachers who have resigned, retired, were terminated, or are going on an annual leave. If such use of attrition is insufficient, staff reduction will be by layoff. All layoffs for the subsequent school year will be by contract suspension and will be acted upon by the Board by April 30 of each school year unless an unanticipated event requires a later date.

#### 5.0703 **LIMITATIONS**

- A. No new hire will be employed in a bargaining unit position until all eligible, laid-off employees have been offered such position.
- B. All openings/vacancies will be posted; however, no transfer or reassignment will be made during a period of RIF that prevents the recall of an employee on layoff status.

- C. Work previously performed by laid-off employees under a regular teaching contract or a supplemental contract will not be subcontracted. The Board will not subcontract bargaining unit work previously performed by bargaining unit members or work which would jeopardize full-time or part-time opportunities in the bargaining unit.

5.0704 **SENIORITY**

- A. **SENIORITY DEFINED** - Seniority will be total continuous service in the district. (For all current employees who held a bargaining unit position prior to the beginning of the 1989-90 school year, seniority will be total cumulative service in the district.)

- 1. Seniority will begin to accrue from the first day of continuous work in a bargaining unit position under a regular teaching contract. (Supplemental, short-term substituting, and tutoring is not included.)

The day the contract is signed or the day the Board acts upon a contract, does not affect the date seniority begins to accrue.

- 2. Seniority will accrue for all time an employee is on active pay status or is receiving worker's compensation benefits, and will not be broken by legal work stoppage.
- 3. Time spent on inactive pay status (unpaid leave or layoff) will not contribute to the accrual of seniority but will not constitute a break in seniority.
- 4. Full-time employees will accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this Contract. Part-time employees' seniority will be controlled by Article V, Section 5.0600.
- 5. No employee will accrue more than one (1) year of seniority in any work year and no more than 185 days in a work year for purpose of this article.
- 6. Long-term substitutes hired for a regular teaching position will be credited with seniority from the first day of continuous work in a bargaining unit position (as a long-term substitute) provided there is no break in service.

- B. **EQUAL SENIORITY** - A tie in seniority will occur when two (2) or more employees have the same amount of seniority credit as determined by the final seniority list issued in March of that year. Ties

in seniority will be broken by the following method of order to determine the most senior employee:

1. The employee with the greatest number of days under a regular teaching contract; then
2. The employee who has worked in a full-time position versus a part-time position; then
3. Previous interrupted employment with the school district as a long-term substitute; then
4. The employee with the highest level of teacher certification/licensure:
  - a. Multi-areas of certification/licensure (including endorsements) will have preference over a single area of certification/licensure; then
  - b. Permanent, eight (8) year professional, five (5) year license, four (4) year provisional, two (2) year provisional license, temporary;
5. The employee with the highest level of education:
  - a. Number of degrees: Doctoral, masters, bachelors;
  - b. Hours beyond the degree: Post-doctoral, post-masters, post-bachelors; then
6. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure will be implemented in the presence of a designated Association representative.

C. **POSTING OF SENIORITY LIST** - The seniority list will be posted annually by February 15 of each school year. The Board will prepare and post on the designated bulletin board in each building/work site a seniority list indicating, by area of certification, license, or entry-level requirement, the years of seniority, the date of each Board resolution to hire, and the contract status (limited or continuing) of each employee. Said list will be provided to the Association President on or before the date of posting. The seniority list will be mailed to each bargaining unit member assigned off-site.

1. The names of employees on the seniority list will appear in seniority rank order within areas of certification, license, or entry-level requirement, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing. The

years of seniority will be listed after each employee's name.

2. The names of employees who are certified, licensed, or otherwise qualified in more than one (1) area will be included on the listing for all areas of certification, license, or entry-level requirement.
  3. Potential modifications of the "February 15" seniority list will be indicated by an asterisk (\*) identifying those teachers eligible for continuing contract status, effective for the subsequent school year. This may affect an employee's seniority ranking.
- D. **CORRECTION OF INACCURACIES** - Each employee will have a period of thirty (30) days after posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. The Board or its agents will investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest will be considered after thirty (30) days of the posting of the seniority list as the list will be considered as final until the next posting.

5.0705 **NOTIFICATION OF ANTICIPATED RIF/IMPLEMENTATION OF RIF**

- A. **NOTIFICATION TO THE ASSOCIATION** - If the Board determines a RIF may occur, the Board will expeditiously notify the Association in writing of the date the RIF is to be implemented. The notification will include the reason(s) for the RIF; the position(s) to be reduced, eliminated, the name(s) of the employees to be affected, the date of Board action to implement the RIF, and the effective date of the RIF.
- B. **REDUCTION IN FORCE LIST** - The Board will develop and provide the Association with a RIF list of potentially affected teachers which will be based on the following criteria:
1. Limited contract teachers shall be reduced by using the following order:
    - a. Certification/licensure; then
    - b. Evaluation results; then
    - c. If the evaluation results are "comparable" as defined in paragraph 3 below, seniority in the district as established by the final seniority list in March of that year.
  2. Continuing contract teachers may be reduced only after all limited contract teachers of the same certification, by using the following order:
    - a. Certification/licensure; then
    - b. Evaluation results; then

- c. If the evaluation results are “comparable” as defined in paragraph 3 below, seniority in the district as established by the final seniority list in March of that year.
3. During the term of this contract, classroom teachers and non-classroom teachers with summative evaluation ratings of Accomplished, Proficient, or Developing will be considered to have “comparable” evaluation results. A classroom teacher will not be assigned an Ineffective rating for purposes of “comparable” evaluation results until that teacher has two (2) full years of student growth data available for that teacher and received two (2) consecutive years of an ineffective summative rating. A non-classroom teacher’s summative rating is based solely on their overall performance rating.
- C. **REVIEW OF PROPOSED REDUCTION IN FORCE** - Upon receipt of the RIF notification, representatives of the Board and the Association will meet at the request of either party to review the proposed RIF.

5.0706 **RECALL**

- A. **INITIAL RECALL LIST** - The Board will provide the Association President and/or his/her designee and individuals on the recall list with an initial recall list by May 15 of each school year and thereafter as changes to the recall list occur.
- B. **CHALLENGES** - Challenges to the recall list(s) will be in accordance with the procedures outlined in Section 5.0704, D., of this article.
- C. **PURPOSE OF RECALL** - The recall will be called for if a vacancy exists or if a new position is created for which the teacher holds certification at the time of recall.
- D. **DURATION OF TIME ON RECALL LIST**
  - 1. Recall for nontenured teachers will be two (2) full contract years following the year in which the suspension occurred.
  - 2. Recall rights for tenured teachers will be as per Ohio Revised Code.
- E. **ORDER OF RECALL** - Order of recall will be within the certificated/licensed area(s), the most senior teacher with regard to service in this district first, and thereafter in the order of that seniority.
- F. **NOTIFICATION** - The teacher will be notified by certified letter at his/her last known address, and the teacher will have seven (7) days from date of delivery to reply by same of his/her intention for accepting the position offered. The teacher will have up to twenty-

one (21) days from date of delivery of the letter of recall to report for duty unless otherwise agreed to by the Board. All reasonable efforts will be made to report to duty as soon as possible. If the teacher does not meet any one of the above stipulations for recall and has no reason satisfactory to the Board for excusing such failure, he/she will be deemed to have forfeited recall rights.

- G. **NEW CERTIFICATION/LICENSURE** - For purpose of recall, new certification/ licensure obtained after March 15 will be utilized in the recall process provided the teacher has notified the Superintendent and Association President of the certification/licensure or pending certification/licensure prior to July 10. At the time of recall, the teacher must hold the certification/ licensure or have fulfilled the requirements for certification/licensure.

#### 5.0800 **DRUG-FREE WORKPLACE**

5.0801 **PLEDGE** - The parties to this Agreement oppose the illegal use of drugs by any employee. The parties agree that it is in the best interests of this School District, the Association, and all students served, for the Painesville City Local Schools to be a drug-free workplace. Each will whole-heartedly support reasonable efforts by the other to obtain and maintain this result.

5.0802 **RIGHTS OF THE PARTIES** - The Association further recognizes the right and duty of the Employer to make, publish, and enforce rules and policies to assure this result. It is expressly recognized by the Employer that bargaining unit employees have the right to challenge, through the grievance procedures of this Agreement, the reasonableness of any rule or policy adopted to accomplish this goal.

#### 5.0803 **DEFINITIONS**

A. **DRUG** - The term "drug" includes cannabis, as well as other controlled substances including alcohol as defined in the Ohio Revised Code.

B. **ILLEGAL DRUG USAGE** - The term "illegal drug usage" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

C. **POSITIVE TEST RESULT** - A "positive" drug test result will mean test levels on both the screening test and the confirmatory test that are recognized as positive by the U.S. Department of Health and Human Services in its "Mandatory Guidelines for Federal Workplace Drug Testing Programs" or in a subsequently issued rule or regulation issued by the Agency. A "positive" alcohol test result will mean test levels on both the initial test and the confirmatory test or

tests that are officially recognized as positive by the federal, state, or local governmental authority.

5.0804 **TESTING**

- A. **AUTHORITY TO TEST** - Employees may be tested for illegal drug usage where there is just and sufficient cause to believe that the employee to be tested is abusing illegal drugs as objectively found by at least two (2) designated Employer representatives.
- B. **CONTROL AND SUPERVISION** - All chemical testing will come under the control and supervision of a physician, with employee confidentiality protected in accordance with the Medical Review Officer Manual as developed by the National Institute on Drug Abuse.
- C. **WHO MAY TEST** - Chemical testing will be performed only by laboratories listed by the U.S. Department of Health and Human Services in its most current "List of Laboratories which Meet Minimum Standards to Engage in Urine Drug Testing for Federal Agencies," as set forth in the Federal Register.
- D. **GUIDELINES AND ADDITIONAL REQUIREMENTS** - Except as otherwise provided, all drug testing will, as a minimum, be conducted in accordance with the U.S. Department of Health and Human Services' "Mandatory Guidelines for Federal Workplace Drug Testing Programs," as set forth in the Federal Register and at Board expense. In addition to the "Guidelines," urine samples will be separated into two containers at the time of sample donation. One portion of the original urine sample will be kept secure and chemically stable and made available for verification of laboratory testing results as provided in Section E., 2. All alcohol testing will, as a minimum, include the use of "evidential-grade breath alcohol analysis devices." Moreover, where a confirmatory test is performed directly on blood, one portion of the sample will be kept secure and chemically stable and made available for verification of laboratory testing results as provided in Section E., 2.
- E. **TESTING POSITIVE**
  - 1. In the case of a "positive" test result, the employee will be so advised by the appropriate representative of the laboratory conducting the test, on a confidential basis, prior to the reporting of the results to the Employer, and the employee will have the right to discuss and explain the results, including the right to advise the laboratory representative of any medication prescribed by his/her own physician, which may have affected the results of the test.

2. An employee testing "positive" will have the right to have the secured portion of his/her urine or blood sample independently retested by a HHS-certified laboratory of his/her choice and at his/her expense. If the independent retest is "negative" the employee will be permitted to resume work immediately and be reimbursed for the cost of such independent test.

5.0805 **TREATMENT PROGRAMS** - The Employer will encourage and refer the employee to participate in drug counseling, employee assistance, rehabilitation and other drug and alcohol abuse treatment programs. Employees who have tested "positive" under these procedures may accept a referral to such a Program.

5.0806 **DISCIPLINE**

A. **CONFIRMATION** - No adverse action or discipline will be taken against any employee on the basis an unconfirmed "positive" result of a drug or alcohol test. Confirmation of positive drug test results will be conducted using the GCMS method or other method which may subsequently be recognized by the U.S. Department of Health and Human Services as the state-of-the-art for validity and accuracy of drug testing results. Confirmation of positive alcohol test results will be conducted using a second breath sample and a second analytic device. In addition, at the option of the employee, a further confirmatory test will be performed on a blood specimen using the Gas Chromatography method or other method which may subsequently be recognized by the U.S. Government as the state-of-the-art for validity and accuracy of alcohol testing results.

B. **GRIEVANCE PROCEDURE** - Any discipline or adverse action imposed by the Employer as a result of this drug and alcohol program, including the results of chemical testing, will be subject to the grievance and arbitration procedures as provided in the collective bargaining agreement.

5.0807 **CONFIDENTIALITY** - Employee confidentiality will be maintained.

5.0900 **SPECIAL EDUCATION**

5.0901 **INDIVIDUALIZED EDUCATION PROGRAM (IEP) TEAM** - Employees whose duties would be impacted by an IEP will be provided the opportunity to participate in the development of the IEP and be present at the IEP meetings. The IEP team meeting will be scheduled at a time and place that is most accommodating for IEP team members for such participation.

Any employee whose 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 will take place within ten (10) working days from the date of the request.

- 5.0902 **TRAINING/STAFF DEVELOPMENT** - The employer will annually provide training and/or staff development programs for employees whose 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 at the option of the employee.
- 5.0903 **CLASS SIZE** - The determination of the size of regular classes with included students will take into consideration any extraordinary demands on physical space, teacher contact, and/or teacher supervision. The participation of a special education teacher and/or aide will not change the teacher/pupil ratio of the regular classroom teacher.
- 5.0904 **ASSIGNMENT** – When special needs students are to be assigned to regular education classroom, volunteers will be sought among appropriate teachers. In the absence of volunteers, all attempts will be made to distribute the students equally among the appropriate teachers.
- 5.0905 **SUPPORT SERVICES** - The employer will provide the necessary personnel as identified in the IEP to perform any supportive services which may be required by any student in his/her IEP.

Members that have paraprofessionals in their classrooms will provide direction to the paraprofessional. Job expectations between the member and the paraprofessional will be reviewed at the first teacher work day of the year under the auspices of the building principal. In the event an assignment occurs after the school year begins, the teacher and paraprofessional shall review job expectations before the first day that the paraprofessional is placed in the classroom.

- 5.0906 **RELEASE TIME** - Special education teachers and SLPs will be provided three (3) release days per year to cooperatively write Individual Education Plans (IEPs) and/or to conference. The third day will be provided based on the availability of the building substitute or non-instructional days (i.e. Field Days, Field Trips, etc.).

Additional time may be provided to special education teachers and SLP's by the following methods when feasible as determined by the administration:

- a. Use of quarterly conference nights;
- b. Use of substitutes during their planning time for coverage;
- c. No assignment of extra duties such as recess, and;
- d. No participation at assemblies

- 5.0907 **CHALLENGE OF STUDENT PLACEMENT** - An 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 IEP team be

reconvened to discuss the placement and to resolve the student service problem. The employer will reconvene the IEP team no later than ten (10) days after receipt of the employee's notification.

5.0908 **IEP WRITING** – Special education teachers who are responsible for writing more than twelve (12) IEPs will be given a stipend of fifty dollars (\$50.00) for each IEP over (12) twelve. Any bargaining unit member who writes the IEP for a special needs child only as a consultant and not as the instructor of that child will receive fifty dollars (\$50.00) per IEP per year. The Director of Pupil Personnel will seek volunteer teachers for these assignments. Appendix V will be used to request reimbursement.

5.0909 **IEP DISTRIBUTION AND TESTING**

A. It will be the responsibility of the administration to ensure necessary IEP information is distributed to the assigned teachers within the students' first full week of school.

B. Testing as part of an evaluation team report will be conducted by the appropriate specialist (e.g. SLP, OT, PT, psychologists, counselors, TTW). Teachers will assist with the evaluation team report by providing curriculum-based data.

5.0910 **ALTERNATE ASSESSMENT** – Any member required to complete an alternate assessment will be given one-half release day for each alternate assessment required.

5.1000 **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

5.1001 **PURPOSE** - Contingent upon an adoption of the standards, rules, and regulations governing teacher licensure, a Local Professional Development Committee (LPDC) will be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

5.1002 **TERM OF OFFICE** - The term of office for members serving on the committee will be three (3) years.

5.1003 **COMMITTEE COMPOSITION AND SELECTION**

A. **COMPOSITION** – The committee will be comprised of five (5) members as follows:

Three (3) teachers  
One (1) principal  
One (1) other district employee

B. **APPOINTMENTS** - The three (3) teachers (one elementary, one middle, and one high school) will be appointed by the PCTA

President. The principal member and other employee member will be appointed by the superintendent.

C. **VACANCY(IES)** - In the event of a vacancy, the committee member will be replaced for the unexpired term in accordance with B., above.

5.1004 **CHAIRPERSON** - The committee chairperson will be determined by majority vote of the committee members.

5.1005 **DECISION-MAKING** - Decisions will be made by majority vote of the committee members present and voting.

5.1006 **TRAINING**

A. **TRAINING** - Members of the LPDC will be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDCs.

B. **COMPENSATION FOR TRAINING** - If the available training is during work hours, the committee members will be given paid release time to attend. If the training occurs outside the regular workday or work year, members will be paid an hourly rate based on .00075 times the base salary.

C. **EXPENSES** - LPDC members will be reimbursed for all actual and necessary expenses incurred as part of the training.

D. **EQUIVALENT ACTIVITIES** - LPDC training for committee members will constitute appropriate "equivalent activities" for purposes of the committee members own individual professional development plans if they so decide by majority vote.

5.1007 **MEETINGS AND COMPENSATION**

A. **MEETINGS** - The LPDC will meet as often as the members deem necessary to complete their work, but in no case more than ten (10) times per year. Not later than September 10 each year, the committee will post in each building their meeting schedule. Additional meetings may be scheduled as necessary.

B. **COMPENSATION** - Committee members will be paid according to the supplemental schedule (Appendix B).

5.1008 **APPEALS PROCESS** - The appeals process will follow the regulations/guidelines of the Ohio State Department of Education on LPDC appeals.

5.1100 **COOPERATING TEACHER** - A teacher will be notified by the Superintendent, at least thirty (30) days prior to or as soon as the information is available, of the proposed placement of a student teacher in his/her classroom. Said teacher,

upon notification of the Superintendent's intent to place a student teacher in his/her classroom, may notify the Superintendent in writing of his/her desire not to have a student teacher. Upon receipt of such notification, the Superintendent will reassign the student teacher to another Cooperating Teacher.

5.1200 **SECURITY/WORKING ENVIRONMENT** - Barring unknown circumstances, the Board of Education will provide teachers, staff, and students a safe and secure environment in which to work. If any member reports an incident of harassment, threats and/or physical contact by a student, or non-student to the administration, the administrator will investigate and report the actions being taken to the affected member within two (2) working days following the report by the member.

5.1201 **REMOVAL OF DISRUPTIVE STUDENT** – A teacher may remove a disruptive student from curricular or extra-curricular activities if a pupil's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process taking place either within the classroom or elsewhere on the school premises as provided in O.R.C. 3313.66[C]. As soon as practical after making such removal, the teacher will submit in writing to the principal the reason(s) for the removal. The student will not be readmitted to a classroom without evidence that an administrator or designee has taken or will take action. If a teacher is dissatisfied with the disposition he/she may raise the concern with the Superintendent or designee after first conferring with the building principal.

5.1300 **STANDARDS FOR OHIO SCHOOLS** - All members of the bargaining unit, members of the administration, and the Board of Education will adhere to the requirements of the *Standards for Ohio Schools as established by the Ohio Department of Education*.

5.1400 **INFECTIOUS AND COMMUNICABLE DISEASES**

5.1401 **DISEASE CONTROL** - The Employer will maintain a program of infectious and communicable disease control in accordance with applicable laws concerning release of information.

5.1402 **DISCRIMINATION** - An employee who has been exposed to or who contracts a chronic communicable disease will be treated no differently than an employee on any other medical disability. No employee will be subjected to indiscriminate testing or testing which is not in accordance with the law. The Employer will not discharge any employee nor otherwise discriminate against any employee with respect to wages, hours, terms or other conditions of employment on the basis of the fact that such employee has contracted a chronic communicable disease. The Employer will comply with all laws regarding the civil and constitutional rights of all employees.

5.1403 **ADMINISTRATION** - Hepatitis B Virus vaccination will be offered at no cost to any teacher who wishes to receive it and whose health care

insurance does not provide coverage. This provision will cover administration of the vaccination only by the district's school nurse who will administer the first vaccination on the first in-service day of school and will provide the follow-up vaccinations at the designated intervals on a building by building basis.

5.1404 **OSHA** - The parties will comply with current OSHA Bloodborne Pathogen Rules and Regulations.

5.1500 **STUDENT HEALTH CONDITIONS AND HEALTH CARE PROCEDURES** - Qualified nurses and/or licensed medical technicians will be the only bargaining unit employees to provide and conduct necessary medical procedures. Teachers will not be required or requested to perform non-emergency medical procedures on a student.

5.1600 **LENGTH OF SCHOOL YEAR** - The length of the school year will consist of one hundred eighty-five (185) total days as follows:

5.1601 **PUPIL CONTACT DAYS** - One hundred eighty (180) student contact days, which will include two (2) full days for parent-teacher conferences.

5.1602 **FIVE (5) NON-TEACHING DAYS**

- A. Orientation Day/In-service Day (one-half (1/2) + one-half (1/2) day)
- B. Work Day (one (1) day)
- C. Curriculum/Meet-the-Teacher or other equivalent activity (one-half (1/2) day)
- D. January Records Day (one (1) day)
- E. Records/Staff Check-out Day (one-half (1/2) day)
- F. Professional Development Day (one (1) day)

185 total days for the school year.

5.1603 **JANUARY WORKDAY OPTIONS** – By October 1, the Administration will provide the teachers with a list of staff development opportunities approved for January Work Day Credit. By November 1, the teacher will inform his/her principal of his/her choice of a January workday option.

Option One – A teacher will work one-half (1/2) of the regular January workday. In exchange for the one-half (1/2) January workday not worked, the teacher will complete three and one-half (3-1/2) hours of in-service from the approved list.

Option Two – A teacher will not work on the January workday. The teacher will be required to complete five and one-half (5-1/2) hours of in-service from the approved list. In-service may include grade level meetings as well as other district offerings.

Option Three – A teacher will work on the January workday.

- 5.1604 **NEOEA DAY** - NEOEA Day will be a day when school will not be in session and will not be included in the official school calendar, unless mutually agreed to by both PCTA and the Board.
- 5.1605 **CALAMITY DAYS** - Calamity days in excess of the number of days permitted under O.R.C. without required make-up will be scheduled immediately following the last regularly scheduled date of the school year. The teacher workday will be completed immediately following the last student make-up day. There will be no make-up days scheduled for a Saturday or a Sunday.
- 5.1700 **CLASS SIZE**
- 5.1701 **MAXIMUM CLASS SIZE** - The administration will continue to make reasonable efforts as per past practice to ensure that the maximum class size will not exceed twenty-five (25) students per teacher per class but in no instance will the class size exceed thirty (30) students per class with the exception of art, vocal music, instrumental music, and physical education.
- 5.1702 **COMPENSATION FOR EXCEEDING LIMITS** -If reasonable efforts have been exhausted, the teacher will be paid as follows: an average class size will be determined for academic classes and the teacher will be paid two hundred dollars (\$200.00) per student per semester over the twenty-five (25) student per class limit. The above payment will be made when the teacher's class enrollment during a semester has exceeded the above limits for thirty (30) consecutive school days. These class averages will be reported by using Appendix W by February 1<sup>st</sup> for the first semester and by the last teacher workday for the second semester.
- 5.1703 **SPECIAL EDUCATION CLASSES** - Special education classes will not exceed the limits as specified in the Ohio Department of Education's *Rules and Regulations of Handicapped Children*.
- 5.1800 **PERSONNEL FILE** - There will be in the office of the Superintendent of Schools a file on each teacher in which will be deposited the following items which will be dated:
- 5.1801 **FILE CONTENT**
- A. Application for employment, including references.
  - B. College transcripts.
  - C. Performance record to include the principal's appraisal of work and growth, according to formal evaluation procedures.
  - D. Permanent record card.
  - E. Level of training - special sheet.
  - F. Professional visits.
  - G. Personal leave days.
  - H. Correspondence.
  - I. Certificate(s) and/or license.

J. Information other than the above may be added to personnel files. If any additional information which is added to a file might be construed to be of a derogatory nature, the individual to whose file the information is added will be notified in writing. Each item will be dated as to its entrance into the personnel file.

5.1802 **APPLICABLE LAW** - All records relating to teacher personnel of the school district are maintained in accordance with applicable law. Any employee upon request may examine those records which pertain to said employee. Any employee will be entitled to a copy of such information upon payment of costs that may be incurred.

5.1803 **ANONYMOUS MATERIAL** - No anonymous letter or report will be the basis for any evaluation or entry in the teacher's personnel file.

5.1804 **LETTERS FROM NONPROFESSIONALS** - Letters received from the parents and other nonprofessionals regarding a teacher will be reviewed by the principal and staff member involved.

5.1805 **INTEROFFICE COMMUNICATIONS** - A copy of any written communication between administrative offices regarding a teacher, intended for personnel files, will be sent to the teacher. Prior to any negative materials being placed in a personnel file, the administrator must provide the member an opportunity to meet and/or respond to the issue.

5.1806 **EVALUATION** - Any written formal evaluation of the teacher will follow the procedure of the official teacher's evaluation procedures of the Painesville City Local School District. A teacher may send a reply regarding any written evaluation or other material in the personnel file to the appropriate administrator. Such reply will be attached to the original evaluation or material.

5.1807 **ANECDOTAL RECORDS** - The Board will permit review of and response to administrative anecdotal records prior to any such anecdotal record being inserted in the teacher's personnel file. At least once every two (2) years a member of the bargaining unit will have the right to indicate those documents and/or other materials in his/her file which he/she believe to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the Superintendent or his designee and if he/she agrees, they will be removed subject to compliance with the Public Records Law. The decision of the Superintendent or designee is not subject to the grievance procedure.

## 5.1900 **PROFESSIONAL STAFF DEVELOPMENT**

5.1901 **PURPOSE** - District administrators will meet individually and/or collectively with teachers at each building to collaboratively develop short and long term goals to improve the educational program for the school. Ongoing

Staff Development programs will be provided to facilitate the accomplishment of individual and building goals.

5.1902 **STUDENT RELEASE** - The Administration will plan for student release time which will be utilized for staff development programs or other activities that promote student learning or staff efficiency. The Administration will assess parental response to the program and meet with PCTA representatives to plan future early release programs.

5.1903 **PROGRAMS OUTSIDE WORKDAY** - Teachers may be provided staff development programs outside the regular workday. Staff members attending those activities provided outside the teacher workday will be compensated for their time at an hourly rate of .00075 x the base salary.

5.1904 **PLANNING AND DEVELOPMENT**

A. The district calendar committee will determine the date of the yearly professional development day.

B. A professional development committee comprised of grade level and department chairs will meet to help coordinate the yearly in-services.

5.2000 **PARENT-TEACHER CONFERENCES** - There will be no more than two (2) Parent-Teacher Conferences per semester for members of the bargaining unit. Each conference will be no more than three and one-quarter (3-1/4) hours in duration.

5.2100 **EXTENDED AND/OR RELEASED TIME**

5.2101 **DESIRABILITY** - It is mutually recognized that the nature of some instructional programs and curriculum development activities within the school system make it desirable to provide release and/or extended time for staff involved in these areas.

5.2102 **ANNUAL REVIEW** - The administration will annually review the needs in these areas and establish extended time programs as required.

5.2103 **COMPENSATION** - Payment for released and/or extended time will be determined in the following manner:

A. **HOURLY RATE** - An hourly rate based on .00075 x the base salary rate. Authorization for payment will be facilitated by supplemental contract, which may be amended.

B. **RELEASED TIME** - Provide substitute teachers for released time from contracted services.

C. **OPTION** - Teachers who participate will have the option of receiving either the cash payment or the released time.

- D. **FAIR DISTRIBUTION** - Compensation for released and/or extended time will be distributed fairly for all staff participants.
- 5.2104 **INCLUDED DUTIES** - Extended time will include such duties as curriculum development and curriculum review or additional work to comply with the standards for Ohio schools.
- 5.2200 **COMPUTERIZED REPORT CARD/DATA ENTRY** – Any changes to the report card and/or report card procedures shall be reviewed by the Administration and Association designees in order to make recommendations for implementation.
- 5.2300 **CLASSROOM MOVING ALLOWANCE** – A moving allowance of \$100.00 will be payable to the classroom teacher upon satisfactorily completing the mandatory move all instructional and personal materials to the designated classroom location. For purposes of this payment, classroom teachers will be defined as all teachers with direct classroom responsibility including regular education, special education, art, music and physical education teachers. Satisfactory completion of the move will be defined as the appropriate packing of all materials in accordance with the guidelines established by the Business Manager, labeling of boxes and furniture to be moved to the new location. Authorization for the moving allowance will be approved by the Business Manager or his/her designee. The moving allowance will only apply in cases where personnel are requested to move by the administration and not in cases of voluntary movement to new locations within or between schools.

## ARTICLE VI - LEAVES OF ABSENCE

### 6.0100 SICK LEAVE

6.0101 **ACCUMULATION** - Sick leave credit will accumulate at the rate of one and one-quarter (1-1/4) days per month at a maximum of fifteen (15) days per year. The maximum accumulation of sick leave will be two hundred thirty-two (232) days.

6.0102 **ADVANCEMENT** - At the beginning of each school year, all teachers will be advanced such number of sick leave days as needed to enable them to begin the year with fifteen (15) days available for immediate use if needed. Any teacher leaving the system will repay the system for all unearned days used.

6.0103 **TRANSFER** - Any teacher transferring to the employ of the Board will be credited with the unused balance of his/her accumulated sick leave upon verification of such accumulation from the proper public agency pursuant to Section 3319.141 of the Ohio Revised Code.

6.0104 **APPROVED USE OF SICK LEAVE** - Sick leave will be paid for absence due to the following:

- A. Personal illness.
- B. Injury.
- C. Exposure to a contagious disease which could be communicated to other employees or children.
- D. Disability due to pregnancy.
- E. Illness or injury in the employee's immediate family which illness reasonably requires the presence and/or assistance of the employee, and death in the employee's immediate family.

Any case not covered by the above will be subject to approval by the Superintendent.

6.0105 **CALAMITY DAYS** - Any teacher who is on sick leave with pay when schools are closed due to severe weather or other temporary conditions will be paid the same as any other teacher, and there will be no deduction in sick leave.

6.0106 **EMPLOYEE OPTION** - At the end of each school year each teacher who has accumulated at least one hundred sixty-nine (169) days unused sick leave will be given the option of:

- A. Adding to their accumulation, or

- B. Returning all or a portion of the unused sick leave days and rolled-over personal leave days from that given school year (above 169 days) to a maximum of fifteen (15) days in exchange for a one time payment of fifty dollars (\$50.00) for each such day. Payment for returned days will be made annually, on or before August 31, and will be subject to deductions required by law. Any days redeemed will not thereafter count for any purpose.

6.0107 **IMMEDIATE FAMILY** - The immediate family is to be interpreted to mean father, mother, sister, brother, spouse, children, father-in-law, mother-in-law, grandparent, grandchild, or any other relative living in the same household.

6.0200 **PERSONAL LEAVE**

6.0201 **ENTITLEMENT** - All personnel will be granted up to three (3) days of paid personal leave each year. One (1) of the three (3) days shall be unrestricted. For part-time employees, this shall be taken to mean the daily length of that member's work schedule, e.g., a 4 hour teacher is eligible for three 4 hour days of personal leave. Personal leave must be approved in advance and shall be used only for such purposes or in connection with activities of the type listed immediately below and which cannot be accomplished during the non-working hours.

Use of such leave may be for the following:

- A. Religious holidays.
- B. Personal business matters that cannot be taken care of outside school hours.
- C. Attendance at set graduation ceremonies in the immediate family.
- D. A son, daughter, spouse, or other person residing in the employee's household leaving for military service or college as a freshman.
- E. Weddings of the employee or in his or her immediate family.
- F. Attending funerals not covered in the Bereavement Leave Policy.
- G. Attendance at ceremonies where the teacher or his/her immediate family is receiving an award of major significance.
- H. Appointments required by academic programs or educational requirements.
- I. Emergencies affecting the teacher or a member of his/her immediate family.

J. Moving from one permanent residence to another.

6.0202 **RESTRICTIONS** - The following nonexclusive list contains examples of reasons for which personal leave with pay is not available:

A. Engaging in or seeking other employment except in the case of an employee who has been nonrenewed, terminated, or laid-off or suspended due to a RIF.

B. Recreational purposes.

C. Working around the house or shopping.

D. Accompanying spouse or any other person on a business trip.

F. Personal leave may not be used immediately before or after any break period, holiday, or weekend containing a holiday, and may not be used to extend any vacation period, except in case of emergency, or significant family business for which a reason must be provided to the Superintendent whose decision to grant or deny such leave will be final and not subject to the grievance procedure by the member or Association.

G. Extension of sick leave.

H. Any situation covered by a specific leave policy of the Board of Education.

I. Attending weddings of non-relatives when the employee is not a member of the wedding party.

J. Engaging in any form of political activity.

6.0203 **UNUSED PERSONAL LEAVE** - Annually, unused personal leave will be added to the teacher's accumulated sick leave.

6.0204 **COMPENSATION** - Compensation for personal leave is to be at the same rate as the teacher's daily contract rate.

6.0205 **REQUEST FOR LEAVE** - Request for personal leave will be made on the form designated as "Request for Personal Leave", stating the reason for the request, and will be submitted to building principal not less than forty-eight (48) hours in advance of the requested leave, except in the case of an emergency. The principal will acknowledge the request and forward it to the Superintendent/designee who will render the final approval/denial where required. Requests that fall within the guidelines of this provision will be approved. Requests falling within the final (15) fifteen work days of the school year must specifically state in detail the reason for the request

and are subject to the approval of the Superintendent/designee. Requests to attend documented high school or college graduation ceremonies of a member of the immediate family during the last 15 days in compliance with this provision will be approved upon proper request.

6.0300 **SPECIAL LEAVE**

6.0301 **ENTITLEMENT** - Each staff member may request a maximum of five (5) days of unpaid special leave during each school year. Such leave may be used for any purpose other than those specifically excepted below and, subject to compliance with the terms and conditions hereof, will be granted upon request.

6.0302 **RESTRICTIONS** - No special leave will be granted for:

- A. Preplanned extensions of regularly scheduled school vacations and holidays.
- B. Any period when an acceptable substitute cannot be secured.
- C. Any period for which less than forty-eight (48) hours advance request time was provided the system.

6.0303 **PER DIEM RATE** - Prior to receiving any special leave, each teacher must file a written request acknowledging his/her awareness of his/her specific per diem rate.

6.0304 **APPROVAL** - All special leave requests which are in compliance herewith will be granted.

6.0400 **BEREAVEMENT LEAVE**

6.0401 **ENTITLEMENT** - A three (3) day absence with no deduction in pay will be allowed all employees attending the funeral of a relative in the immediate family as defined in Section 6.0107.

6.0402 **EXTENSION** - The Superintendent may grant an extension of Bereavement Leave as he deems reasonable and appropriate.

6.0500 **SABBATICAL LEAVE** - In accordance with the provisions of the Ohio Revised Code, Section 3319.131, and in accordance with the following provisions the Board of Education will allow sabbatical leave to members of the instructional staff.

6.0501 **ENTITLEMENT** - Sabbatical leave will be available to a member of the instructional staff upon written request to the Board through its Superintendent and upon approval of the Board. Any such leave will be granted for not more than one (1) full school year and not less than one (1) full semester.

- 6.0502 **RESTRICTIONS**
- A. Sabbatical leave will not be available to any member of the instructional staff who has not served at least five (5) years in the system.
  - B. No more than five (5) members of the instructional staff may be granted sabbatical leave at one time.
  - C. A year of sabbatical leave will not count as a year of credit for placement on the salary schedule.
- 6.0503 **PLAN FOR PROFESSIONAL IMPROVEMENT** - A plan for professional improvement during the period of sabbatical leave must be furnished at the time of making the initial request.
- 6.0504 **BENEFITS** - The Board of Education will pay the full Board share of all fringe benefits for said employee during his or her approved sabbatical leave.
- 6.0505 **RETURN FROM LEAVE** - All teachers returning from sabbatical leave will be returned to the same assignment held prior to such leave if reasonably possible and, in any case, will be returned to a position within his or her area of certification.
- 6.0506 **COMMITMENT** - All teachers being granted sabbatical leave and exercising said leave must, as a condition precedent to the granting of said leave, agree to return to the system and continue as a member of the instructional staff for a period of one (1) year following said leave.
- 6.0507 **PENALTY** - Should any teacher fail to complete said obligation to return to the staff, he or she will be responsible to the Board of Education for the whole cost of all the Board's share of fringes paid by the Board during the leave in question.
- 6.0508 **SECOND SABBATICAL** - A teacher may receive a second sabbatical leave at the expiration of five (5) additional years of teaching experience in the system. In no case will any teacher be granted a second leave when other teachers are still awaiting their requested first leave.
- 6.0509 **LEAVE IN EXCESS OF ONE (1) YEAR MAXIMUM** - Any member of the instructional staff desiring more than the one (1) year maximum sabbatical leave will apply for leave in accordance with the terms of the general leave policy hereinafter set forth.
- 6.0600 **MATERNITY/PATERNITY-ADOPTION LEAVE**

- 6.0601 **ENTITLEMENT** - An employee of the school district who has become pregnant or whose spouse has become pregnant, who is adopting a child, or who is rearing his or her natural or adopted child, will, upon proper application, be granted a leave of absence without pay for up to one (1) year.
- 6.0602 **APPLICATION** - Applications for maternity/paternity or adoption leave will be in writing, and will contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence, and the intended date of return to service. Said written application will be submitted sixty (60) days in advance of the beginning date of the leave. In the case of adoption or emergency, a shorter notice will be acceptable.
- 6.0603 **DISABILITY** - The schools recognize that although pregnancy is not in itself a disability, it can contribute to a disability, the extent and duration of which can be determined and will be declared in writing by the individual's attending physician. Disability due to pregnancy or childbirth will be considered on the same terms and conditions as applied to other temporary disabilities. Employees on maternity leave effective prior to the period of disability caused or contributed to by pregnancy will not be entitled to the use of sick leave.
- 6.0604 **RETURN FROM LEAVE** - Upon return from approved maternity/paternity-adoption leave, at the time set forth in the application for leave, the employee will be entitled to reinstatement to the same position which was held prior to leave or to an equivalent position for which the employee holds valid unexpired certification. Employees will be expected to resume duties within a reasonable time as related to their intended date of return.
- 6.0605 **UNFORESEEN CIRCUMSTANCES** - An employee, who because of a miscarriage, other unforeseen circumstances, or personal desire to return to service, and who is physically able to resume contractual duties before the stated "intended date of return", may present a medical certificate from the attending physician indicating the employee's ability to return at a date earlier than one (1) year. If a position for which the employee is qualified becomes available, the employee will be granted said position.
- 6.0606 **EXTENSION**
- A. **ENTITLEMENT TO EXTENSION** - Any such leave will be extended for an additional period of approximately one (1) year upon the employee's application unless acceptable replacement staffing is not available.
- B. **APPLICATION FOR EXTENSION** - Application for extension must be made in writing to the Superintendent no later than April 1 of the preceding contract year.

C. **TERMINATION OF LEAVE** - In the case of any such extension, the termination date of such extended leave will correspond to the last day prior to either the beginning of the first or second semester in the school year, whichever provides a term closer in length to one (1) year.

6.0607 **CERTIFICATION** - The Board of Education will require certification by a medical doctor that an employee is physically able to perform all contractual obligations upon intended date of return from maternity leave. If the employee cannot present medical certification declaring said employee to be physically fit to resume all contractual obligations, the employee will not be reinstated as a staff member.

6.0700 **MEDICAL LEAVE**

6.0701 **ENTITLEMENT** - Upon written request, a teacher may apply for medical leave of absence pursuant to Section 3319.13 O.R.C., and said request will be processed pursuant to said section.

6.0702 **EXHAUSTION OF SICK LEAVE** - If a teacher has exhausted accumulated sick leave and the five (5) days provided by Section 3319.08 and the added ten (10) days provided contractually by the Board, and does not request medical leave of absence, it will be handled as though the teacher has made such a request pursuant to Section 3319.13 O.R.C.

6.0703 **PHYSICIAN'S STATEMENT** - Whenever medical leave of absence begins, whether requested or otherwise, it is mandatory that a physician's statement be submitted to the Board of Education. Failure to submit such a report to the Board within thirty (30) days will constitute a good and just cause for termination of contract. While the employee is on medical leave of absence, he/she ceases to accumulate sick leave.

6.0704 **DISABILITY RETIREMENT** - Pursuant to O.R.C. Section 3307.44, a member who was under contract when granted disability retirement and who has not resigned is on leave of absence from his/her position during the first five (5) years on disability retirement. If disability retirement is terminated by the Retirement Board within the five (5) year period, the member is entitled to be restored to the same or to a similar position and salary not later than the next September 1.

6.0705 **CERTIFICATE** - When the employee is ready to return to work, he/she will schedule an appointment with the Superintendent and present a medical doctor's certificate indicating that he/she is able to return to work. Upon recommendation of the Superintendent as to availability of a position, the Board of Education will, by resolution, place the employee back on the payroll and reinstate fringe benefits.

6.0706 **NOTIFICATION** - Prior to any action by the Board of Education pursuant to this contract provision, the Board or its designee will notify the staff

member, or in the case of total disability the staff member's immediate family, of the medical leave provision. The staff member or those acting in his/her behalf will have seven (7) days after notification in which to apply for a medical leave of absence.

6.0800 **FAMILY AND MEDICAL LEAVE ACT** - The family leave provision will not diminish any teacher's rights and/or privileges provided by this Contract. The Board may require teachers eligible for family leave under the provisions of the Family Leave Act to substitute accrued paid leave as consistent with the provisions of the Federal Family Leave Act.

6.0900 **LEAVE OF ABSENCE WITHOUT PAY**

6.0901 **ENTITLEMENT** - A leave of absence without pay and without Board paid fringe benefits may be granted by the Board of Education upon the recommendation of the Superintendent. Only employees who have served three (3) or more years with Painesville City Local Schools are eligible to request any such leave of absence.

6.0902 **REQUEST** - Such request must be submitted in writing with reasons therefore to the Superintendent of Schools.

6.0903 **DURATION** - As a general rule, leave of absence pursuant hereto will be limited to one (1) calendar year.

6.0904 **SECOND YEAR** - The request for a second year will be considered under special circumstances, and each request will be considered individually by the Superintendent and the Board of Education.

6.0905 **INVOLUNTARY MILITARY SERVICE** - Involuntary military service automatically calls for the granting of a leave of absence for the period of that service.

6.1000 **INJURY LEAVE**

6.1001 **ENTITLEMENT** - Any employee who is absent due to physical disability resulting from an actual physical injury which occurs in the course of his or her employment will be granted up to ten (10) days of injury leave without same being subtracted from his or her accumulated sick leave benefits.

6.1002 **RESTRICTIONS**

A. **SICK LEAVE** - Should the period of disability extend beyond ten (10) days, the employee in question will then have his or her continued absence charged against his or her accumulated sick leave, if any.

B. **WORKER'S COMPENSATION** - Any amount of salary payable pursuant to this Section will be reduced by the amount of any

worker's compensation awarded for temporary disability due to said injury for the period for which such salary is paid.

- C. **PHYSICIAN'S VERIFICATION** - In order to be eligible for a leave, the employee will be required to submit a physician's verification that a disabling condition exists due to the employment-related injury.

6.1003 **MEDICAL VISITS** - A teacher who is injured in the course of his or her employment and takes time off to visit a doctor or hospital will have that time charged to injury leave.

6.1100 **ASSOCIATION LEAVE** - On an annual basis in accordance with the provisions of 6.1101 and 6.1102, below, the PCTA will be granted leave to be used by its designees.

6.1101 **ELECTED POSITION**

A. **ENTITLEMENT** - Any teacher(s) elected to serve in a governance capacity or appointed to serve in a committee/commission role at the district, state, or national levels of the United Education Profession will be granted Association Leave, provided the yearly total of all such days used by all such teacher(s) will not exceed ten (10).

B. **REQUEST AND VERIFICATION** - Said leave will be granted upon prior written request of the teacher to the Superintendent with verification by the Association's President that each such teacher is so qualified.

C. **RESTRICTIONS**

1. These days will be granted with full pay but subject to the requirement that the teacher and/or the Association and/or the United Education Profession reimburse the district for the full actual cost of replacement teacher hired for each of said days.

2. Use of this leave in excess of ten (10) days will be cause for the Board to either receive reimbursement for the teacher's full per diem pay or for the teacher to be docked pay on a per diem basis, whichever the teacher chooses.

3. In no case will more than five (5) days in excess of the aforesaid ten (10) days be used for the purposes allowed hereunder.

4. Staff members using leave days under this provision may not use Association Leave for non-elected positions (Section 6.1102).

6.1102 **NON-ELECTED POSITIONS**

- A. **ENTITLEMENT** - A maximum of twelve (12) teacher days per year will, upon written request to the Superintendent, be granted to teachers for attendance at professional association governance meetings.
- B. **DESIGNATION** - The teacher or teachers to be granted said leave will be designated by the Painesville City Teachers Association in writing.
- C. **NOTIFICATION** - The Superintendent will be notified in writing each school year of the names of said teacher or teachers from the President of the Painesville City Teachers Association or his/her designee.
- D. **REPORTING** - All such requests will be reported to the Board of Education.
- E. **LEAVE DAY(S) DEDUCTION** - Approved time off will not be charged to days off or accumulative leave due employee under any other leave provision.

6.1200 **PROFESSIONAL LEAVE (VISITING DAYS)**

6.1201 **ENTITLEMENT** - All members of the teaching staff are entitled to leave to attend education conferences, meetings, workshops, committee hearings, assemblages, and meetings of community groups determined by the Superintendent of Schools to be beneficial to the employee and the community.

6.1202 **RESTRICTIONS**

- A. **LIMIT** - No more than two (2) teachers from the same department and/or school may be allowed to attend the same professional meeting.
- B. **PERMISSION** - Permission to attend these meetings must be secured from the Superintendent in advance of the meeting.

6.1203 **PROCEDURES** - In order to regulate attendance at these meetings, the following procedures will be followed unless specifically waived by the Superintendent:

- A. **REQUESTS** - Written request will be submitted to the building principal for approval and will be immediately forwarded to the Superintendent. Such request may be granted without loss of pay. The Superintendent will respond to the teacher in writing within two (2) weeks of the date of submission of said request or the request will be deemed approved.

- B. **APPROVAL** - All absences of such nature should be approved by the Board of Education before the teacher leaves to attend such meeting. Therefore, teachers should submit their requests a week prior to the meeting preceding the proposed visit. If a situation makes this prior application impossible, the Superintendent may give emergency approval subject to later reporting to the Board.
- C. **EXPENSES** - Procurement of necessary arrangements shall be the responsibility of the member through procedures consistent with policies of the Board of Education including but not limited to conference registration, overnight accommodations (if necessary) and transportation/parking. If meals are not provided as part of the meeting, members will receive an allowance of \$10.00 per day. If overnight stay is necessary and meals are not provided as part of the meeting, members will receive an additional \$25.00 per night for a maximum allowance of \$35.00 per day. Such payments shall be made as a reimbursement directly to the member in the form of after tax compensation.
- D. **REPORT** - Upon the Superintendent's request, a report of the visit will be filed with the Superintendent for distribution to the Board and other interested parties.
- E. **LIKE TREATMENT** - In making a determination relative to the granting of professional leave and/or expense reimbursement, the Superintendent and/or Board will treat like situations in like manner.

6.1300 **ASSAULT LEAVE**

6.1301 **ENTITLEMENT** - Any employee who is absent due to physical disability resulting from an actual physical assault which occurs in the course of his or her employment will be granted up to twenty (20) days of assault leave without same being subtracted from his or her accumulated sick leave benefits.

6.1302 **RESTRICTIONS**

- A. **WORKER'S COMPENSATION** - Any amount of salary payable pursuant to this Section will be reduced by the amount of any worker's compensation awarded for temporary disability due to said assault for the period for which such salary is paid.
- B. **PHYSICIAN'S VERIFICATION** - In order to be eligible for a leave, the employee will be required to submit a physician's verification that a disabling condition exists due to the employment-related assignment.

6.1303 **MEDICAL VISIT** - A teacher who is assaulted in the course of his or her employment and takes time off to visit a doctor or hospital will have that time charged to assault leave.

6.1400 **COURT APPEARANCE**

- 6.1401 **ENTITLEMENT** - When an employee is required to be absent from his or her regular daily work schedule due to an appearance in court on behalf of the Board of Education or arising out of his/her job-related responsibilities he or she will be paid his or her regular compensation and will not be considered absent.
- 6.1402 **REMUNERATION** - In the event he or she receives any remuneration other than mileage, parking fees, and meal expense for such appearance, it will be paid to the Board of Education.
- 6.1403 **NON-JOB-RELATED** - Non-job-related court appearances, with the exception of jury duty, will be covered by the personal and special leave provisions of this article.
- 6.1404 **SICK LEAVE** - Once a teacher has utilized his/her personal leave days, the teacher will have the option to utilize accumulated sick leave to cover such leave.

6.1500 **FRINGE BENEFITS DURING UNPAID LEAVES OF ABSENCE**

- 6.1501 **LOSS OF BOARD-PAID FRINGE BENEFITS** - While the employee is on an approved leave of absence without pay, he/she ceases to accumulate sick leave. The employee has the option of self-paying his/her fringes during the leave of absence; otherwise, the fringes will be canceled on the first of the month following the first day of the leave until the employee returns to work.
- 6.1502 **COST OF FRINGE BENEFITS** - The cost of the fringes for self-payment will be determined by dividing the number of days of leave by the number of contract days. The resulting percentage times the annual cost of the fringes is the amount the employee would have to pay.
- 6.1503 **ENTITLEMENT TO PURCHASE** - During the time the employee is on the leave of absence, he/she will be given the opportunity of continuing in the hospitalization, dental, and life insurance programs by forwarding a check or checks for the amount determined by the above formula to cover the cost of the insurance programs.
- 6.1504 **PAYMENT** - The Treasurer's Office will process all leaves and requests for insurance coverage. Checks must be in the Treasurer's Office not later than the twenty-eighth (28th) day of the preceding month in order to continue the insurance in force. Checks for the insurance coverage are to be made out to the Painesville City Local Board of Education. The Treasurer's Office will make the appropriate payment.

## ARTICLE VII - COMPENSATION

7.0100 **TEACHER'S ANNUAL SALARY SCHEDULE** - The salary schedule is one that rewards staff members for additional training and experience.

### 7.0101 **DEFINITIONS**

- A. B.A. means Bachelor's degree or equivalent degree.
- B. BA+9 means nine graduate hours (semester) after receiving a B.A. degree.
- C. BA+18 means eighteen graduate hours (semester) after receiving a B.A. degree.
- D. BA+150 means a total of not less than one hundred fifty credit hours (semester) and including a B.A. degree.
- E. BA+27 means twenty-seven graduate hours (semester) after receiving a B.A. degree.
- F. M.A. means Master's degree or equivalent degree.
- G. MA+15 means fifteen graduate hours (semester) after obtaining an M.A. degree.
- H. MA+30 means thirty graduate hours (semester) after obtaining an M.A. degree.
- I. MA+60 means sixty graduate hours (semester) after obtaining an M.A. degree.

### 7.0102 **EXPERIENCE CREDIT**

- A. **TEACHING EXPERIENCE** - The Board of Education will allow up to and including ten (10) years for chartered school elementary and secondary teaching experience earned within the United States.
- B. **MILITARY SERVICE** - In accordance with the Ohio Revised Code, military experience will be credited the same as teaching experience to a maximum of five (5) years.
- C. **COMBINATION** - The ten (10) years may be a combination of both elementary and secondary teaching and/or military experience.
- D. **DAYS REQUIRED** - In order to be counted as a year of experience for salary schedule placement purposes, the teacher in question must have worked at least one hundred twenty (120) days during each year claimed.
- E. **SUBSTANTIAL EQUIVALENCY** - The Board of Education retains the right to authorize salary schedule placement other than set forth above based upon Superintendent's determination of substantial equivalency.

- F. **SUBSTITUTING** - Experience for substituting at least 120 days in any one district in a given year must be under a valid standard or higher degree certificate/license.

7.0103 **TRAINING CREDIT**

- A. Teachers will notify the Superintendent's office in writing of additional training by August 1 of each school year.
- B. Official transcripts certifying additional training must be received by the Superintendent's office no later than October 1.
- C. The teacher's salary will be adjusted accordingly on the salary schedule commencing with the first day of the new school year.
- D. If the official transcripts are not received by October 1, the teacher's salary will be adjusted back to the former placement on the salary schedule retroactive to the first day of the school year.
- E. **MID-YEAR SALARY ADJUSTMENTS FOR OBTAINING MASTER'S DEGREE**

- 1. Members will notify the Superintendent's office in writing of additional training by December 1 of each school year.
- 2. Official transcripts certifying the Master's Degree must be received by the Superintendent's office no later than the first day of the second semester.
- 3. The member's salary will be adjusted to the Master's Degree salary schedule commencing with the first pay of February.
- 4. If the official transcripts are not received by the first day of the second semester, the teacher's salary will be adjusted back to the former placement on the salary schedule retroactive to the first day of the school year.

7.0104 **NEW TEACHERS** - New teachers will be placed on the schedule in accordance with training and experience. Training will be documented by an official transcript; experience by written statement from former employers.

7.0105 **TEACHERS' ANNUAL B.A. BASE SALARY**

- A. **2013-2014 SCHOOL YEAR** – The B.A. base pay as applied to the salary schedule index effective the first workday of the 2013-2014 school year will be \$36,841 (1%) (Appendix A-1).

B. **2014-2015 SCHOOL YEAR** – The B.A. base pay as applied to the salary schedule index effective the first workday of the 2014-2015 school year will be \$37,025 (.05%) and effective in the second semester of the 2014-2015 school year the base shall be \$37,210 (.05%) (Appendix A-2 and A-3).

7.0106 **SALARY SCHEDULE INDEX** - The following salary index schedule will be used for computing each teacher's annual salary in accordance with the teacher's training and experience placement (index) times the district's base salary in effect for the time period in question.

Step (Exp.)	B.A.	B.A.+9	150 Hrs. or		M.A.	M.A.+15	M.A.+30	M.A.+60
			B.A.+18	B.A.+27				
0	1.0000	1.0127	1.0253	1.0380	1.0506	1.0696	1.0886	1.1076
1	1.0405	1.0532	1.0658	1.0785	1.1139	1.1329	1.1519	1.1709
2	1.0810	1.0937	1.1063	1.1190	1.1772	1.1962	1.2152	1.2342
3	1.1215	1.1342	1.1468	1.1595	1.2405	1.2595	1.2785	1.2975
4	1.1620	1.1747	1.1873	1.2000	1.3038	1.3228	1.3418	1.3608
5	1.2025	1.2152	1.2278	1.2405	1.3671	1.3861	1.4051	1.4241
6	1.2430	1.2557	1.2683	1.2810	1.4304	1.4494	1.4684	1.4874
7	1.2835	1.2962	1.3088	1.3215	1.4937	1.5127	1.5539	1.5729
8	1.3240	1.3366	1.3493	1.3620	1.5570	1.5760	1.6144	1.6528
9	1.3645	1.3772	1.3898	1.4025	1.6203	1.6393	1.6749	1.7105
10	1.4050	1.4177	1.4303	1.4430	1.6836	1.7026	1.7354	1.7682
11	1.4455	1.4582	1.4708	1.4835	1.7469	1.7659	1.7959	1.8259
12	1.4860	1.4987	1.5113	1.5240	1.8102	1.8292	1.8564	1.8836
13	1.5265	1.5392	1.5518	1.5645	1.8735	1.8925	1.9169	1.9413
14	1.5670	1.5797	1.5923	1.6050	1.9368	1.9558	1.9774	1.9990
15	1.6076	1.6203	1.6329	1.6456	2.0000	2.0190	2.0380	2.0570
16	1.6202	1.6329	1.6455	1.6582	2.0126	2.0316	2.0506	2.0696
17	1.6328	1.6455	1.6581	1.6708	2.0253	2.0442	2.0632	2.0822
18	1.6455	1.6581	1.6708	1.6835	2.0380	2.0569	2.0759	2.0949
19	1.6582	1.6707	1.6835	1.6962	2.0507	2.0696	2.0886	2.1076
20	1.6709	1.6834	1.6962	1.7089	2.0634	2.0823	2.1013	2.1203
21	1.6835	1.6960	1.7088	1.7215	2.0760	2.0949	2.1139	2.1329
22	1.6961	1.7087	1.7214	1.7341	2.0886	2.1075	2.1265	2.1455
23	1.7088	1.7214	1.7340	1.7468	2.1012	2.1202	2.1392	2.1582
24	1.7215	1.7341	1.7467	1.7595	2.1139	2.1329	2.1519	2.1709
25	1.7342	1.7468	1.7594	1.7722	2.1266	2.1456	2.1646	2.1836
26	1.7468	1.7594	1.7720	1.7848	2.1392	2.1582	2.1772	2.1962
27	1.7594	1.7720	1.7847	1.7974	2.1518	2.1708	2.1898	2.2088
28	1.7720	1.7847	1.7974	1.8100	2.1645	2.1835	2.2025	2.2215
29	1.7847	1.7974	1.8101	1.8227	2.1772	2.1962	2.2152	2.2342
30	1.7974	1.8101	1.8228	1.8354	2.1899	2.2089	2.2279	2.2469

7.0200 **SUPPLEMENTALS**

7.0201 **SUPPLEMENTAL CONTRACTS**

- A. **AUTHORITY** - All teachers assigned additional responsibilities and granted additional compensation for such responsibilities will be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code.
- B. **SUPPLEMENTAL CONTRACT INFORMATION** - Each supplemental contract will include the following information:
  - 1. Name of said teacher.
  - 2. Name of the school district and the Board of Education for which responsibilities will be performed.
  - 3. Statement of supplemental contract's length.
  - 4. Statement of each additional assignment and compensation thereof.
  - 5. Provision for signature and date of signing by the teacher.
- C. **EMPLOYMENT** - This Agreement will establish and set compensation for supplemental contracts. The Board will be authorized to employ non-teachers for supplemental duties, as provided by O.R.C. 3313.53.

7.0202 **SUPPLEMENTAL POSITIONS**

- A. **CURRENT POSITIONS** - The supplemental positions in Appendix B presently exist, and the compensation for each position will be computed on the basis of an indexed schedule calculated for each position by determining the relationship of the compensation schedule to the base teacher's salary BA-0 experience level.
- B. **ADDITIONAL POSITIONS** - Additional supplemental positions in new areas and the salary therefore may be created by the Board during the term hereof (see Appendix B).
- C. **TUITION AND MATERIALS** - All bargaining unit coaches under contract and those placed under contract subsequent hereto will receive full reimbursement and/or payment for tuition and materials necessary to satisfy their annual CPR and sports medicine certification.

D. **EXPERIENCE CREDIT**

1. **ATHLETIC SUPPLEMENTALS** - Effective with the 1994-95 school year, years of experience for athletic supplemental will be defined as cumulative years of service performing any athletic supplemental.
2. **NON-ATHLETIC SUPPLEMENTALS** - Years of experience for non-athletic supplementals will be defined as cumulative years of service performing any non-athletic supplemental.

E. **JOB DESCRIPTIONS** - Every supplemental position will have a fully developed written job description. The job description will be used as a guide from year to year and will detail duties and responsibilities of each supplemental position.

7.0300 **SUMMER SCHOOL** - If the Board elects to provide a summer school program, the following conditions and compensation will be observed:

7.0301 **COMPENSATION** - Salary will be determined by multiplying the base salary by the following rates to determine the hourly rate:

Members with 0 -14 years of teaching experience .0012

Members with 15 or more years of teaching experience .0015

7.0302 **BENEFITS**

A. **SICK LEAVE**

1. **ENTITLEMENT** - Summer school teachers will be entitled to sick leave benefits, but will not be entitled to additional sick leave credit by reason of summer school employment.
2. **DEDUCTION** - Each day of summer school absence will result in a deduction of applicable accumulated sick leave in one-half (1/2) or full day increments.

B. **PERSONAL LEAVE** - Should a personal leave day be requested and approved, applicable one-half (1/2) or full day increments will be deducted from the days that are allowable.

C. **RESTRICTION** - The above statements concerning sick leave and personal leave do not apply to teachers employed only for the summer session or to teachers with no accumulated leave.

7.0303 **APPLICATIONS** - Application for summer school teaching may be made by a qualified teacher on forms available at each building. Applications for

summer employment will be made available about March 1, and will be filed on or before April 15, as directed on the application.

7.0304 **SELECTION** - Summer school positions will be filled by the teacher regularly employed by the Board unless a qualified applicant from the school system is not available. The following criteria will be considered in making the selection:

A. **TRAINING** - The teachers who are trained to meet the needs of the curriculum to be offered.

B. **CONSIDERATION** - Teachers who have not taught in the district's summer school previously will receive the same consideration as those who have.

C. **REGULAR STAFF** - All summer school positions will be filled by regular staff personnel prior to considering other applicants.

7.0305 **NOTIFICATION** - Following the selection of the summer school staff, those personnel who made formal application for consideration will be notified on or before May 15 concerning their employment status for the summer.

#### 7.0400 **SUPPLEMENTAL SCHOOL**

7.0401 **COMPENSATION** – Salary will be determined by multiplying the base salary by the following rates to determine the hourly rate:

Members with 0 -14 years of teaching experience .0012

Members with 15 or more years of teaching experience .0015

7.0402 **APPLICATIONS** - Written applications for supplemental school teaching may be made by a qualified and certified teacher directly to the supplemental school principal prior to the term.

7.0403 **SELECTION** - Supplemental school positions will be filled by teachers who are best qualified to meet the needs of the curriculum to be offered.

7.0404 **NOTIFICATION** - Following the selection of the supplemental school staff, those personnel who made formal application for consideration will be notified as soon as possible concerning their employment status for each semester.

7.0405 **BENEFITS** - Supplemental school teachers are not covered by sick leave and personal leave provisions.

#### 7.0500 **SUMMER SCHOOL DETENTION PROGRAM**

- 7.0501 **COMPENSATION** – Compensation for the summer school detention program teachers will be at their per diem rate.
- 7.0502 **DURATION** – The summer school detention program will be divided into two (2) equal sessions.
- 7.0503 **SELECTION** – Summer school detention program teachers will be selected according to the provisions of Section 5.0105, Filling a Vacancy. A teacher may apply for one or both sessions.
- 7.0600 **MILEAGE**
- 7.0601 **ENTITLEMENT** - Teachers assigned to more than one building during the course of one school day and teachers required to travel on school business as part of their duties will be paid mileage at the IRS approved rate at the time of travel.
- 7.0602 **FORMS** - Forms for recording such mileage will be given upon request to each teacher involved in travel by his administrative supervisor. Each teacher will be notified of the availability of forms.
- 7.0603 **PAYMENT** - Payment for mileage expense will be within one month from submission.
- 7.0700 **REMUNERATION FOR MILITARY SERVICE** - All personnel of the Painesville City Local Schools who have served on active duty in the armed services will be entitled to a salary adjustment in accordance with the following:
- Less than 8 months - no adjustment  
 8 - 17 months - 1 increment  
 18 - 29 months - 2 increments  
 30 - 41 months - 3 increments  
 42 - 53 months - 4 increments  
 54 - 60 months - 5 increments MAXIMUM
- (REGULATIONS LISTED ABOVE ARE NOT RETROACTIVE)
- 7.0800 **CLASS COVERAGE/COMPENSATION** - Any bargaining unit member asked to assume teaching duties for an absentee will be compensated as follows:
- 0 - 14 minutes - no compensation  
 15 - 30 minutes - \$11.00 compensation  
 31 - 45 minutes - \$14.00 compensation  
 46 - 60 minutes - \$18.00 compensation
- RESTRICTION** - There will be no compensation paid for a cooperative arrangement between two (2) teachers to fill in for each other.
- 7.0900 **STRS PICKUP-SALARY REDUCTION** - The Board will reduce each teacher's gross pay and taxable income by the amount of the teacher's required

contribution to STRS for the purposes of contribution to STRS and forward to STRS.

The teachers will retain legal rights to the amount reduced and will be obligated to pay taxes on it when it is received from STRS. For the calculation of severance, per diem rates and all other compensation purposes, including position on the faculty salary step schedule, the full gross pay will be used. Retirement benefits will be calculated on the gross pay. This provision will be subject to the perpetual written acknowledgment of each teacher that he or she is aware that any such action is not, in fact, a pay reduction and that his/her actual gross pay also includes his or her contribution to STRS. Any such reduction will apply to all members of the bargaining unit.

## 7.1000 **PAYROLL PRACTICES**

### 7.1001 **PAY PERIODS**

- A. **CONTRACT YEAR** - The teacher contract year will be divided into twenty-six (26) equal, biweekly pay periods made every other Friday. The deposits will be made on the Friday payday. The Treasurer, when necessary, but not more than once every five (5) years, may divide the contract year into twenty-seven (27) equal, biweekly pay periods made every other Friday. The deposits will be made on the Friday payday.
- B. **EXCEPTIONS**
  - 1. If the Friday pay date falls on a federal legal holiday (when banks are closed), then the date of the payroll will be changed to the day before the holiday (Thursday).
  - 2. When payday falls during a vacation period when school has not been in session for five (5) or more days, the pay stubs will be mailed on the Wednesday preceding the payday.

### 7.1002 **ELECTRONIC DEPOSIT**

- A. **AFFECTED EMPLOYEES** - All teachers will be paid via electronic deposit.
- B. **CENTRAL BANK** - The deposit will be made in one central bank, which will then electronically transfer to the designated bank and account on the normal payroll date.
- C. **REQUIREMENTS**
  - 1. Teachers must complete appropriate forms for electronic transfer with the Treasurer's Office.

- 2. Errors in transmittal of funds from the central bank will be the sole responsibility of that bank
  - D. **SIGNED AGREEMENT** - A signed agreement will include the automatic deposit of all paychecks issued to that employee (payroll, supplementals, sick leave purchase, etc.).
  - E. **SUMMARY** - Each teacher will receive a summary of gross pay, deductions, net pay, and unused accumulated sick leave days with year-to-date figures for each pay.
- 7.1003 **ADDITIONAL ASSIGNMENT(S)** - Compensation, to the extent earned for each additional assignment, will be paid after prompt certification by the appropriate designated official, per the attached schedule (Appendix C).
- 7.1004 **PAYROLL DEDUCTION** - The following payroll deductions will be provided at no cost to the professional staff member:
- A. United Education Profession dues and assessments.
 

Teachers may at any time sign and deliver to the Board an authorization form requesting membership dues and assessments of the recognized Association and its affiliates. Such authorization will continue in effect until such time that said teacher gives written notice to the Treasurer of the Board to discontinue such deductions effective with the new school year or employment with the Board terminates.

Such deduction will be made in equal amounts, beginning with the first payday seven (7) days or more after the authorization form is submitted to the Treasurer of the Board. All money so deducted will be remitted to the Treasurer of the Association monthly, accompanied by a list of teachers from whom the deductions are made and the amount for each said teacher. If a teacher gives written notice to the Treasurer of the Board to discontinue such deductions, or if employment with the Board terminates, the Treasurer will provide the Treasurer of the Association within seven (7) days notice of such action.
  - B. Credit Union - Deductions for the Credit Union will be withheld from each pay.
  - C. Income Protection Insurance.
  - D. United Way of Lake County.
  - E. Insurance Program Costs.
  - F. Tax Sheltered Annuities.

1. 403(b) companies on the approved provider list effective January 1, 2009.
    - a. Minimum of five (5) participants for new companies able to comply with IRS regulations effective January 1, 2009.
  2. 457 companies with investment agreements in place with the Board of Education.
- G. Political Contributions.
- H. Other deductions as agreed to by the parties to this Agreement.

The Treasurer will begin payroll deductions upon authorization of the employee requesting such actions and will promptly deliver monies deducted to the authorized parties on a monthly basis.

## **ARTICLE VIII - BENEFITS**

### 8.0100 **INSURANCES**

**MEMBERSHIP** - The Painesville City Local School District is a member of the Lake County Health Care Consortium. Any change in the present health care coverage provided to members of the bargaining unit represented by the Painesville City Teachers Association will be mutually agreed to by the Painesville City Board of Education and the Painesville City Teachers Association.

If the Lake County Health Care Consortium or other insurance providers notify the Painesville City Local Board of Education of any change in benefits as listed in Appendix V during the duration of this Contract, then representatives of the Painesville City Teachers Association and representatives of the Painesville City Board of Education will meet within thirty (30) days in in-term bargaining to address the change(s).

### 8.0101 **LINES OF COVERAGE**

The Board shall offer the following lines of coverage for members:  
Effective 9/1/2013:

- A. Medical
  - 1. Standard Plan (A)
  - 2. Standard Plan (B)
  - 3. Standard Plan (C)

B. Dental

C. Vision

The carrier for all lines of coverage will be selected by the Board.

### 8.0102 **MEMBER/BOARD CONTRIBUTIONS**

The member shall pay the following monthly amounts:

Effective 9/1/2013:

- |                     |             |                        |
|---------------------|-------------|------------------------|
| (A) Standard Plan 1 | \$10/Single | \$25/Family per month  |
| (B) Standard Plan 2 | \$45/Single | \$115/Family per month |
| (C) Standard Plan 3 | \$80/single | \$180/Family per month |

The Board shall pay 100% of the monthly premium for dental and vision

coverage identified above. If a member chooses to waive dental and/or vision coverage during a scheduled open enrollment period, the monthly premium cost of the coverage will be deducted from the member's share of healthcare/prescription insurance.

The Board shall pay 100% of the monthly premium for dental and vision coverage identified above.

The Board shall pay 100% of monthly premium for all medical, dental, and vision lines of coverage in cases where a member's spouse is also employed by the Board. However, the member/spouse are not eligible to receive the insurance waiver in Section 8.0104.

**Section 125 Plans** – The Board will allow before-tax deductions for insurances.

8.0103 **INSURANCE WAIVER**

A. **ENTITLEMENT**

1. Any employee who is covered by his/her spouse's family health coverage may annually waive his/her coverage in writing and receive twelve hundred dollars (\$1,200) per year cash "waiver bonus".
2. This waiver will occur at the time of initial employment and annually thereafter.
3. The waiver must clearly explain the procedure for enrollment if a spouse's coverage is lost during the year.
4. The enrollment is contingent upon the carrier's determination of insurability. Return to the Board health coverage will be the first of the following month.
5. Bargaining unit members whose FTE for any school year is less than 100% will be eligible to receive a \$1,200 "waiver bonus" multiplied by his/her FTE.

B. **PAYMENT** - The payment will be a lump sum of six hundred dollars (\$600) at the end of each semester to be paid on the first non-payroll Friday following the last day of the semester.

8.0104 **ADDITIONAL VOLUNTARY INSURANCE**

A. Any cost of additional voluntary insurance programs will be deducted from the employee's salary upon written authorization to that effect from the employee.

- B. The employees will have the option of choosing the plan which best meets their needs.

8.0105 **DISTRICT-WIDE INSURANCE COMMITTEE**

The PCTA and the Board of Education agree to participate in a district-wide committee to study and develop recommendations designed to achieve a responsive and cost-efficient medical benefits program. The committee will include four (4) members from each of the following groups: OAPSE Local #393, the PCTA, and the Administration.

The committee will meet as needed, but not less than four (4) times per year. Dates shall be set at the beginning of the school year for the committee to meet. The committee's studies will include, but not be limited to, the following areas:

- A. Developing an understanding of the medical benefits program.
- B. Identifying various program options to reduce the costs associated with the program.
- C. Developing strategies which, if implemented, will result in program cost reductions.
- D. Developing and implementing strategies for educating employees regarding employee benefits.
- E. Developing and implementing strategies for educating employees on general health issues and wellness programs.

The members of the committee will be empowered by all parties to make recommendations relating to the medical benefits program. If the recommendations are contrary to the provisions of this contract or appendices, then following ratification by the PCTA membership and the Board, the committee's recommendations will be written in the form of a Memorandum of Understanding.

8.0106 **LIFE INSURANCE** - The Board will pay one hundred percent (100%) of the cost for fifty thousand dollars (\$50,000.00) of term life insurance, including double indemnity for accidental death, for all members of the instructional staff.

8.0200 **SEVERANCE PAY**

8.0201 **ENTITLEMENT** - The Board of Education will grant severance pay in the amount to be determined by multiplying the greatest daily rate of the certified employee's pay during his/her employment in the district by the number of severance pay eligibility days. A bargaining unit member, to be

entitled to severance pay, must have been employed in the Painesville City Local School District for at least five (5) years.

- 8.0202 **ELIGIBILITY DAYS** - Number of accumulated sick leave days to a maximum of twelve (12) days; plus

Forty percent (40%) of the number of accumulated unused sick leave days in excess of twelve (12) days to a maximum of an additional forty-one (41) days.

- 8.0203 **MAXIMUM SEVERANCE PAY** - The foregoing notwithstanding, the Board of Education will grant to any employee retiring one hundred percent (100%) credit for all accrued unused sick leave up 56 days in 2009-10 and 57 days in 2010-11.

- 8.0204 **PAYMENT** - This amount will be paid in a lump sum to the member on the first pay date following the date of retirement which will be defined as actual approval of the member's application by STRS. This lump sum shall be paid as determined and directed by the member into a 403(b) and/or 457(b) plan up to the maximum amounts permitted by the IRS with any balance to be paid in cash.

- 8.0300 **EARLY NOTIFICATION OF RETIREMENT OR RESIGNATION BONUS** – Certified employees intending to retire or resign effective for the succeeding school year will be eligible to receive a five hundred dollar (\$500.00) cash payment for submission of an irrevocable letter of resignation or retirement for the following school year.

Letters of resignation or retirement must be in the Superintendent's office not later than 4:30 p.m. EST on Friday of the second full week in February of the year preceding the year of resignation or retirement.

- 8.0400 **VAN CERTIFICATION** – Certified employees that hold van certification under Ohio guidelines are required to submit an annual certification of general health (T-8) form. The following will apply to all such employees:

- A. The Board of Education will identify a contracted vendor to provide the basic T-8 physical and make this vendor available to all employees.
- B. The Board of Education will pay the full cost of the required T-8 physical given by the contracted provider.
- C. The employee will be responsible for any costs above the reimbursement to the contracted provider.
- D. The employee may select an alternate provider at his/her discretion, but will only be eligible for reimbursement as described in item B, above.

- E. The employee will be notified of the T-8 physical reimbursement cost.
- F. The member will receive a fifty dollar (\$50.00) stipend for completing the annually required certification/recertification training.

## **ARTICLE IX – EDUCATIONAL IMPROVEMENT**

### **9.0100 CONTINUOUS IMPROVEMENT PLANNING PROCESS**

- A. The Painesville City Local Schools' Continuous Improvement Planning process will provide for inclusion of the PCTA President and PCTA appointees to the District Advisory Committee. Said appointees shall be members of the PCTA and will be selected one each from the elementary, middle, and high school staffs.
- B. The Continuous Improvement Plan will be structured to insure solicitation and consideration of staff and community input and to disseminate its ongoing plans, programs, and progress to staff and the Painesville City Local Schools' community.



**APPENDIX A-1**

**PAINESVILLE CITY LOCAL SCHOOLS**

**2013-2014 SALARY SCHEDULE**

Step (Exp.)	150 Hours or							
	B.A.	B.A.+9	B.A.+18	B.A.+27	M.A.	M.A.+15	M.A.+30	M.A.+60
0	36,841	37,309	37,773	38,241	38,705	39,405	40,105	40,805
1	38,333	38,801	39,265	39,733	41,037	41,737	42,437	43,137
2	39,825	40,293	40,757	41,225	43,369	44,069	44,769	45,469
3	41,317	41,785	42,249	42,717	45,701	46,401	47,101	47,801
4	42,809	43,277	43,741	44,209	48,033	48,733	49,433	50,133
5	44,301	44,769	45,233	45,701	50,365	51,065	51,765	52,465
6	45,793	46,261	46,725	47,193	52,697	53,397	54,097	54,797
7	47,285	47,753	48,218	48,685	55,029	55,729	57,247	57,947
8	48,777	49,242	49,710	50,177	57,361	58,061	59,476	60,891
9	50,270	50,737	51,202	51,670	59,693	60,393	61,705	63,017
10	51,762	52,229	52,694	53,162	62,026	62,725	63,934	65,142
11	53,254	53,722	54,186	54,654	64,358	65,058	66,163	67,268
12	54,746	55,214	55,678	56,146	66,690	67,390	68,392	69,394
13	56,238	56,706	57,170	57,638	69,022	69,722	70,621	71,519
14	57,730	58,198	58,662	59,130	71,354	72,054	72,849	73,645
15	59,226	59,693	60,158	60,626	73,682	74,382	75,082	75,782
16	59,690	60,158	60,622	61,090	74,146	74,846	75,546	76,246
17	60,154	60,622	61,086	61,554	74,614	75,310	76,010	76,710
18	60,622	61,086	61,554	62,022	75,082	75,778	76,478	77,178
19	61,090	61,550	62,022	62,490	75,550	76,246	76,946	77,646
20	61,558	62,018	62,490	62,958	76,018	76,714	77,414	78,114
21	62,022	62,482	62,954	63,422	76,482	77,178	77,878	78,578
22	62,486	62,950	63,418	63,886	76,946	77,642	78,342	79,042
23	62,954	63,418	63,882	64,354	77,410	78,110	78,810	79,510
24	63,422	63,886	64,350	64,822	77,878	78,578	79,278	79,978
25	63,890	64,354	64,818	65,290	78,346	79,046	79,746	80,446
26	64,354	64,818	65,282	65,754	78,810	79,510	80,210	80,910
27	64,818	65,282	65,750	66,218	79,274	79,974	80,674	81,374
28	65,282	65,750	66,218	66,682	79,742	80,442	81,142	81,842
29	65,750	66,218	66,686	67,150	80,210	80,910	81,610	82,310
30	66,218	66,686	67,154	67,618	80,678	81,378	82,078	82,778

**APPENDIX A-2**

**PAINESVILLE CITY LOCAL SCHOOLS**

**2014-2015 1<sup>st</sup> SEMESTER**

**Base    \$37,025**

Step (Exp.)	B.A.	B.A.+9	150		M.A.	M.A.+15	M.A.+30	M.A.+60
			B.A.+18	B.A.+27				
0	37,025	37,495	37,962	38,432	38,898	39,602	40,305	41,009
1	38,525	38,995	39,461	39,931	41,242	41,946	42,649	43,353
2	40,024	40,494	40,961	41,431	43,586	44,289	44,993	45,696
3	41,524	41,994	42,460	42,930	45,930	46,633	47,336	48,040
4	43,023	43,493	43,960	44,430	48,273	48,977	49,680	50,384
5	44,523	44,993	45,459	45,930	50,617	51,320	52,024	52,727
6	46,022	46,492	46,959	47,429	52,961	53,664	54,368	55,071
7	47,522	47,992	48,458	48,929	55,304	56,008	57,533	58,237
8	49,021	49,488	49,958	50,428	57,648	58,351	59,773	61,195
9	50,521	50,991	51,457	51,928	59,992	60,695	62,013	63,331
10	52,020	52,490	52,957	53,427	62,335	63,039	64,253	65,468
11	53,520	53,990	54,456	54,927	64,679	65,382	66,493	67,604
12	55,019	55,489	55,956	56,426	67,023	67,726	68,733	69,740
13	56,519	56,989	57,455	57,926	69,366	70,070	70,973	71,877
14	58,018	58,488	58,955	59,425	71,710	72,413	73,213	74,013
15	59,521	59,992	60,458	60,928	74,050	74,753	75,457	76,160
16	59,988	60,458	60,925	61,395	74,517	75,220	75,923	76,627
17	60,454	60,925	61,391	61,861	74,987	75,687	76,390	77,093
18	60,925	61,391	61,861	62,332	75,457	76,157	76,860	77,564
19	61,395	61,858	62,332	62,802	75,927	76,627	77,330	78,034
20	61,865	62,328	62,802	63,272	76,397	77,097	77,801	78,504
21	62,332	62,794	63,268	63,739	76,864	77,564	78,267	78,971
22	62,798	63,265	63,735	64,205	77,330	78,030	78,734	79,437
23	63,268	63,735	64,201	64,675	77,797	78,500	79,204	79,907
24	63,739	64,205	64,672	65,145	78,267	78,971	79,674	80,378
25	64,209	64,675	65,142	65,616	78,737	79,441	80,144	80,848
26	64,675	65,142	65,608	66,082	79,204	79,907	80,611	81,314
27	65,142	65,608	66,079	66,549	79,670	80,374	81,077	81,781
28	65,608	66,079	66,549	67,015	80,141	80,844	81,548	82,251
29	66,079	66,549	67,019	67,485	80,611	81,314	82,018	82,721
30	66,549	67,019	67,489	67,956	81,081	81,785	82,488	83,191

**APPENDIX A-3**

**PAINESVILLE CITY LOCAL SCHOOLS**

**2014-2015 2<sup>nd</sup> SEMESTER**

**Base \$37,210**

Step (Exp.)	B.A.	B.A.+9	150		M.A.	M.A.+15	M.A.+30	M.A.+60
			Hours or B.A.+18	B.A.+27				
0	37,210	37,683	38,151	38,624	39,093	39,800	40,507	41,214
1	38,717	39,190	39,658	40,131	41,448	42,155	42,862	43,569
2	40,224	40,697	41,165	41,638	43,804	44,511	45,218	45,925
3	41,731	42,204	42,672	43,145	46,159	46,866	47,573	48,280
4	43,238	43,711	44,179	44,652	48,514	49,221	49,928	50,635
5	44,745	45,218	45,686	46,159	50,870	51,577	52,284	52,991
6	46,252	46,725	47,193	47,666	53,225	53,932	54,639	55,346
7	47,759	48,232	48,700	49,173	55,581	56,288	57,821	58,528
8	49,266	49,735	50,207	50,680	57,936	58,643	60,072	61,501
9	50,773	51,246	51,714	52,187	60,291	60,998	62,323	63,648
10	52,280	52,753	53,221	53,694	62,647	63,354	64,574	65,795
11	53,787	54,260	54,728	55,201	65,002	65,709	66,825	67,942
12	55,294	55,767	56,235	56,708	67,358	68,065	69,077	70,089
13	56,801	57,274	57,742	58,215	69,713	70,420	71,328	72,236
14	58,308	58,781	59,249	59,722	72,068	72,775	73,579	74,383
15	59,819	60,291	60,760	61,233	74,420	75,127	75,834	76,541
16	60,288	60,760	61,229	61,702	74,889	75,596	76,303	77,010
17	60,756	61,229	61,698	62,170	75,361	76,065	76,772	77,479
18	61,229	61,698	62,170	62,643	75,834	76,537	77,244	77,951
19	61,702	62,167	62,643	63,116	76,307	77,010	77,717	78,424
20	62,175	62,639	63,116	63,588	76,779	77,482	78,189	78,896
21	62,643	63,108	63,584	64,057	77,248	77,951	78,658	79,365
22	63,112	63,581	64,053	64,526	77,717	78,420	79,127	79,834
23	63,584	64,053	64,522	64,998	78,186	78,893	79,600	80,307
24	64,057	64,526	64,995	65,471	78,658	79,365	80,072	80,779
25	64,530	64,998	65,467	65,944	79,131	79,838	80,545	81,252
26	64,998	65,467	65,936	66,412	79,600	80,307	81,014	81,721
27	65,467	65,936	66,409	66,881	80,068	80,775	81,482	82,189
28	65,936	66,409	66,881	67,350	80,541	81,248	81,955	82,662
29	66,409	66,881	67,354	67,823	81,014	81,721	82,428	83,135
30	66,881	67,354	67,826	68,295	81,486	82,193	82,900	83,607

**APPENDIX B**

**SUPPLEMENTAL POSITIONS AND COMPENSATION INDEX**

**2013 - 2015**

<u>POSITION</u>	<u>SALARIES PER YEARS EXPERIENCE*</u>			
	<u>0 - 2</u>	<u>3 - 5</u>	<u>6 - 8</u>	<u>9+</u>
ATHLETIC COORDINATOR – Heritage (Boys and Girls)	.129	.140	.151	.162
ATHLETIC TRAINER *	.108	.120	.132	.144
* Must be certified Athletic Trainer				
EQUIPMENT MANAGER- All Sports	.108	.120	.132	.144
SUMMER WEIGHT ROOM (1)	.060	.060	.060	.060
FOOTBALL				
Harvey Head Coach	.158	.171	.184	.197
Harvey Varsity/Assistants (6)	.109	.121	.133	.145
Heritage Head Coach	.084	.100	.116	.132
Heritage Assistant Coaches (3)	.062	.078	.094	.110
BASKETBALL				
Harvey Varsity Coach (Boys)	.146	.159	.172	.185
Harvey Assistant Varsity Coach	.084	.094	.104	.114
Harvey Assistant Coaches (2) (Freshman and JV)	.084	.094	.104	.114
Harvey Varsity Coach (Girls)	.146	.159	.172	.185
Harvey Assistant Varsity Coach	.084	.094	.104	.114
Harvey Asst. Coaches (2) (Girls) (Freshman and JV)	.084	.094	.104	.114
Heritage Coach (8th grade) (Boys)	.074	.084	.094	.104
Heritage Coach (8th grade) (Girls)	.074	.084	.094	.104
Heritage Coach (7th grade) (Boys)	.074	.084	.094	.104
Heritage Coach (7th grade) (Girls)	.074	.084	.094	.104
WRESTLING				
Harvey Varsity Coach	.146	.159	.172	.185
Harvey Assistant Coach	.084	.094	.104	.114
Harvey Freshman/JV Coach	.084	.094	.104	.114
Heritage Coach	.074	.084	.094	.104
Heritage Assistant Coach	.048	.053	.058	.063

\*Years of experience for placement on the supplemental salary schedule will be defined as total teaching years in the supplemental area or related field.

<u>POSITION</u>	<u>SALARIES PER YEARS EXPERIENCE*</u>			
	<u>0 - 2</u>	<u>3 - 5</u>	<u>6 - 8</u>	<u>9+</u>
<b>BASEBALL/SOFTBALL</b>				
Harvey Varsity Coach (Boys)	.099	.106	.113	.120
Harvey JV Coach	.070	.078	.086	.094
Harvey Freshman Coach (Boys)	.070	.078	.086	.094
Harvey Assistant Baseball Coach	.066	.070	.074	.078
Harvey Softball Head Coach (Girls)	.099	.106	.113	.120
Harvey JV Softball Coach (Girls)	.070	.078	.086	.094
Harvey Softball Assistant Coach (Girls)	.066	.070	.074	.078
Harvey Freshman Coach (Girls)	.070	.078	.086	.094
<b>TRACK</b>				
Harvey Varsity Coach (Boys and Girls)	.146	.159	.172	.185
Harvey Assistant Coaches (2) (4)	.066	.070	.074	.078
Heritage Coach (Boys)	.057	.063	.070	.077
Heritage Coach (Girls)	.057	.063	.070	.077
Heritage Assistant Coach (Boys/Girls)	.034	.039	.044	.049
<b>INDOOR TRACK</b>	.045	.048	.051	.054
<b>GOLF</b>				
Harvey Varsity Coach (Boys)	.077	.087	.097	.107
Harvey Varsity Coach (Girls)	.057	.067	.077	.087
Heritage JV Coach (Boys and Girls)	.066	.070	.074	.078
<b>TENNIS</b>				
Harvey Varsity Coach (Boys)	.077	.087	.097	.107
Harvey Varsity Coach (Girls)	.077	.087	.097	.107
Heritage (Boys)	.051	.058	.065	.072
Heritage (Girls)	.051	.058	.065	.072
<b>CHEERLEADING SPONSORS</b>				
Harvey Varsity (Basketball and Football)	.077	.087	.097	.107
Harvey JV (Basketball and Football)	.051	.058	.065	.072
Harvey Freshman (Basketball and Football)	.051	.058	.065	.072
Heritage Cheerleading Sponsor	.051	.058	.065	.072
Heritage Asst. Cheerleading Sponsor	.051	.058	.065	.072
<b>CROSS COUNTRY</b>				
Harvey Varsity Coach (Boys & Girls)	.099	.106	.113	.120
Heritage (Boys and Girls)	.051	.058	.065	.072
<b>INTRAMURAL DIRECTORS</b>				
Heritage (2) (after school)	.060	.064	.068	.072

\*Years of experience for placement on the supplemental salary schedule will be defined as total teaching years in the supplemental area or related field.

<u>POSITION</u>	<u>SALARIES PER YEARS EXPERIENCE*</u>			
	<u>0 - 2</u>	<u>3 - 5</u>	<u>6 - 8</u>	<u>9+</u>
<b>VOLLEYBALL</b>				
Harvey Varsity Coach	.099	.106	.113	.120
Harvey Assistant Coach (2)	.066	.070	.074	.078
Heritage Coaches (7 <sup>th</sup> Grade)	.057	.063	.070	.077
Heritage Coaches (8 <sup>th</sup> Grade)	.057	.063	.070	.077
<b>SOCCER</b>				
Harvey Varsity Coach (Boys)	.099	.106	.113	.120
Harvey Assistant Coach (Boys) (2)	.066	.070	.074	.078
Harvey Varsity Coach (Girls)	.099	.106	.113	.120
Harvey Assistant Coach (Girls) (2)	.066	.070	.074	.078
Heritage Coach	.066	.070	.074	.078
Heritage Assistant Coach (1)	.051	.058	.065	.072
<b><u>NON-ATHLETIC SUPPLEMENTALS</u></b>				
ACADEMIC DECATHLON ADVISOR - Harvey	.029	.030	.031	.032
ACADEMIC DECATHLON COACHES (12) - Harvey	.012	.012	.012	.012
ATHLETIC STUDY TABLE ADVISOR - Harvey	.099	.106	.113	.120
ATHLETIC STUDY TABLE ADVISOR - Heritage	.099	.106	.113	.120
ART CLUB ADVISOR - Heritage	.045	.048	.051	.054
A.V. COORDINATOR - Harvey	.030	.033	.036	.039
A.V. COORDINATOR - Heritage	.030	.033	.036	.039
<b>Marching Band</b>				
Director	.030	.031	.032	.033
Assistant	.026	.027	.028	.030
<b>CHEMICAL ASSISTANCE/SPECIAL NEEDS PROGRAM</b>				
CARE Program Coordinator (1) - District	.030	.033	.036	.039
CARE Sponsor (1) - Harvey	.030	.033	.036	.039
CARE Sponsor (1) - Heritage	.020	.021	.022	.023
Conflict Management Sponsor (2 per elementary bldg.)	.020	.021	.022	.023
Conflict Management Sponsor (2 middle school)	.020	.021	.022	.023
CLASS SPONSORS (4) - Harvey	.020	.021	.022	.023
COMMUNITY SERVICE SPONSOR	.020	.021	.022	.023
ECITY ADVISOR - Harvey	.020	.021	.022	.023

\*Years of experience for placement on the supplemental salary schedule will be defined as total teaching years in the supplemental area or related field.

<u>POSITION</u>	<u>SALARIES PER</u> <u>YEARS EXPERIENCE*</u>			
	<u>0 - 2</u>	<u>3 - 5</u>	<u>6 - 8</u>	<u>9+</u>
DEPARTMENT HEADS				
Harvey (8), Heritage (6)	.036	.038	.040	.042
DISTRICT GRADE LEVEL CHAIR (Elementary & Preschool) (7) Full Pay	.036	.038	.040	.042
DRAMATICS				
Fall Production	.042	.046	.050	.054
Assistants (2)	.020	.022	.024	.026
Spring Musical	.076	.080	.084	.088
Assistants (2)	.030	.032	.034	.036
Musical Accompaniment (4)	.009			
ENTRY YEAR MENTOR TEACHER	YEARS 1 & 2			.030
**Administration approved	**Each addl. Teacher			.015
ENTRY YEAR MENTOR TEACHER	YEARS 3 & 4			.020
**Administration approved	**Each addl. Teacher			.010
FBLA ADVISOR - Harvey	.070	.078	.086	.094
FCCLA ADVISOR - Harvey	.020	.021	.022	.023
FEA ADVISOR - Harvey	.020	.021	.022	.023
FOREIGN EXCHANGE STUDENT SPONSOR - Harvey	.020	.021	.022	.023
SST-1 TEAM (3 per building)	.030	.032	.034	.036
SST-2 TEAM COORDINATOR				
1 Elementary Building	.030	.032	.034	.036
2 or More Elementary Buildings	.060	.064	.068	.072
Also includes the coordination of SST at the MS & HS				
INFINITE CAMPUS COACHES				
Harvey	.020	.021	.022	.023
Heritage	.020	.021	.022	.023
Chestnut	.020	.021	.022	.023
Elm Street	.020	.021	.022	.023
Maple	.020	.021	.022	.023
INSTRUMENTAL MUSIC				
Harvey	.099	.106	.113	.120
Heritage	.051	.058	.065	.072
LPDC	.036	.038	.040	.042

\*Years of experience for placement on the supplemental salary schedule will be defined as total teaching years in the supplemental area or related field.

MAJORETTE/FLAG INSTRUCTOR	.026	.027	.028	.030
DANCE TEAM	.026	.027	.028	.030
NATIONAL JUNIOR HONOR SOCIETY	.020	.021	.022	.023
PERCUSSION ADVISOR	.020	.021	.022	.023
SLO COMMITTEE (10 POSITIONS)	.051	.058	.065	.072
MOCK TRIAL SPONSOR	.040	.041	.042	.043
NATIONAL HONOR SOCIETY SPONSOR - Harvey	.020	.021	.022	.023
NCCJ/PEER LISTENING	.020	.021	.022	.023
WEB TECHNOLOGY ADVISOR – Harvey	.020	.021	.022	.023
WEB TECHNOLOGY ADVISOR – Heritage	.020	.021	.022	.023
PROFICIENCY TEST COORDINATOR				
Harvey	.033	.037	.040	.043
Heritage	.030	.031	.032	.033
SAFETY PATROL ADVISORS (3) - Elementary	.020	.021	.022	.023
SERVICE LEARNING - Heritage	.045	.048	.051	.054
SPORTS CAMERA PERSON	.021	.025	.029	.033
STUDENT COUNCIL/ACTIVITY SPONSOR (1) - Harvey	.045	.048	.051	.054
Assistant	.020	.021	.022	.023
STUDENT COUNCIL/ACTIVITY SPONSOR (1) - Heritage	.045	.048	.051	.054
STUDENT COUNCIL/ACTIVITY SPONSOR (3) - Elementary (one per building)	.020	.021	.022	.023
GRADE LEVEL LEADERS (6 <sup>th</sup> , 7 <sup>th</sup> , and 8 <sup>th</sup> grades)	.029	.029	.029	.029
TOUR DIRECTORS				
Heritage 7th Grade Tour Director	.019	.021	.023	.025
Heritage 8th Grade Tour Director	.021	.023	.025	.027
VICA ADVISOR - Harvey	.020	.021	.022	.023
VIDEO COMMUNICATIONS	.128	.133	.158	.168
VIDEO PRODUCTION/BROADCASTING	.045			

\*Years of experience for placement on the supplemental salary schedule will be defined as total teaching years in the supplemental area or related field.

<u>POSITION</u>	<u>SALARIES PER</u>			
	<u>YEARS EXPERIENCE*</u>			
	<u>0 - 2</u>	<u>3 - 5</u>	<u>6 - 8</u>	<u>9+</u>
VOCAL MUSIC	.061	.066	.071	.075
WORLD AFFAIRS CLUB ADVISOR - Harvey	.020	.021	.022	.023
YEARBOOK				
Harvey	.093	.105	.117	.129
Harvey Assistant	.034	.039	.044	.049
Heritage	.028	.031	.034	.037

Staff members approved for a supplemental will sign a job description outlining their specific responsibilities on an annual basis.

\*Years of experience for placement on the supplemental salary schedule will be defined as total teaching years in the supplemental area or related field.

## APPENDIX C

### SUPPLEMENTAL POSITIONS PAY PERIODS

#### POSITION

Athletic Directors	1/3	October, March, June
H.S. Football	1/3	August, September, October
M.S. Football	1/3	August, September, October
Fall Sports Payment	1/3	August, September, October
Sports Camera Person	1/3	August, September, October
Cheerleading (Football)	1/3	August, September, October
(Basketball)	1/3	December, January, March
(Fr. and MS)	1/3	October, January, March
Band Camp Director	Full	August
Band Camp Assistant Director	Full	August
Winter Sports	1/3	December, January, March
Band	1/2	January, June
Vocal Music	1/2	January, June
Majorette/Flags	Full	October
Drama	Full	payment after play
Spring Sports	1/3	April, May, June
Department Heads	1/2	January, June
All Others Not Listed	1/2	January, June

The payments will occur the second paycheck of each month.

## APPENDIX D

### PAINESVILLE CITY LOCAL SCHOOLS

### TEACHER EVALUATION PROCEDURES

**PHILOSOPHY OF AND OVERVIEW OF TEACHER EVALUATION SYSTEM** - The Painesville City Local Schools' purpose is to educate the youth in our community. We believe all professional personnel should work cooperatively in evaluating performance to accomplish this purpose. Evaluation of professional performance will be based upon criteria that provide each person with specific expectations, standards, and procedures. Results of the evaluation process will be used to identify effective teaching and to promote continuous professional growth for our staff. The evaluation procedure is designed to protect the personnel from unjust criticism as well as to provide specific information to the person whose work is unsatisfactory, so that he/she may have adequate opportunity for improvement.

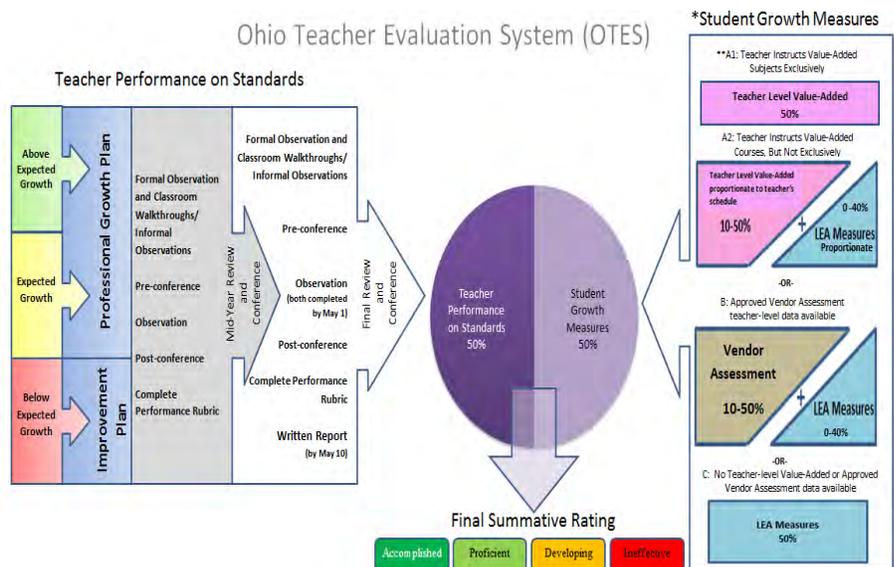
This system is based upon the Ohio Teacher Evaluation System (OTES).

Teacher performance and student growth measures are combined in a summative teacher evaluation rating that applies to:

Any person who spends at least fifty percent of the time employed providing content-related student instruction and who is employed under:

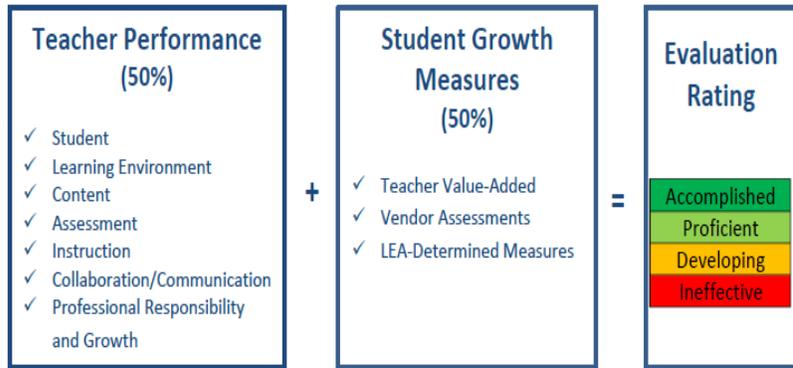
- a teaching license issued under Chapter 3319, or
- a professional of permanent teacher's certificate issued under former section 3319.222.

Any person spending less than (50%) fifty percent of the time employed providing content-related student instruction shall follow the procedures herein for their specific job assignment.



Teachers will be evaluated and assigned a rating based on specific standards and criteria that distinguish among the following four ratings:

- Accomplished
- Proficient
- Developing
- Ineffective



Fifty percent (50%) of the evaluation is based on student academic growth; the other (50%) fifty percent is based on teacher performance (aligned with standards established by the Educator Standards Board).

Each component's sub-scores are combined on the lookup table to determine the teacher's final performance rating:

		<b>Teacher Performance</b>			
		4	3	2	1
Student Growth	Above	Accomplished	Accomplished	Proficient	Developing
	Expected	Proficient	Proficient	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

## GOALS OF TEACHER EVALUATION

- Inform instruction in order to increase student learning and achievement
- Identify and develop best educational practices in order to provide the greatest opportunity for student learning and achievement.
- Serve as a tool to advance professional growth and development
- Encourage ongoing dialogue between teachers and evaluators
- Develop each individual's talents and abilities
- Provide specific information, resources and assistance to teachers whose practice falls in the Developing or Ineffective performance ranking.
- Provide a fair and equitable appraisal process that is implemented uniformly throughout the district

- Provide formative (developmental) as well as summative (evaluative) information to teachers
- Propel schools to higher levels of effectiveness as a result of improved teacher performance.
- Meet the federal, state and district standards
- Inform employment decisions (retention, promotion, and removal of poorly performing teachers).

## IMPORTANT DATES

Description of Activity	Form or Online	Date	Teacher	Evaluator	District Administration
Designation of Teacher Status & Evaluator with Notification to Teacher/Principal	Online eTPES	September 1			X
District-wide Evaluation Process Meeting		First Friday in September			X
Teacher Self-Assessment and Summary Tool	Online eTPES	September 30th (All OTES teachers)	X		
Professional Growth Plan or Improvement Plan & Conference with Evaluator.	Online eTPES	September 30th (All teachers)	X See Chart page X for plan responsibility.	X See Chart page X for plan responsibility.	
Submission of SLO's for Approval by Committee	SLO Form	October 30th	X		
Formal Observation (minimum 1) Informal Observation (minimum 1) Note: minimum 2 each for Category 3 teacher	Online eTPES	January 30th (All teachers)		X	
SLO Approval Returned to teacher	SLO Template Checklist	November 30th			
Mid-Year Review Conference	Online eTPES	January 30th (All teachers)	X	X	
Formal Observation (minimum 1) Informal Observation (minimum 1)	Online eTPES	May 1st (All teachers)		X	
Evaluation of Improvement Plan, SLO Scoring Template & Summative Evaluation Conference	Online eTPES	May 1st (All OTES teachers)	X	X	
Summative Evaluation Conference	Form	May 1st (Non-OTES teachers)		X	
Final Summative Rating of Teacher Effectiveness Written Report	Online eTPES	May 10th (All teachers)		X	

## **CRITERIA FOR EFFECTIVE TEACHERS**

### **STANDARD 1. STUDENTS**

Effective teachers:

- Understand how students learn and know the developmental characteristics of different age groups of students.
- Use knowledge of what students know and are able to do to meet the needs of all of their students.
- Expect that all students will achieve to their full potential.
- Demonstrate respect for students' diverse cultures, language skills and experiences.
- Assist in the appropriate identification, instruction and intervention of gifted students, students with disabilities and at-risk students.

Teacher Performance Rubric Connections

- Prior content knowledge/sequence/connections
- Knowledge of students
- Differentiation
- Classroom Environment

### **STANDARD 2. CONTENT**

Effective teachers:

- Use knowledge of content-specific concepts, assumptions and skills to plan effective instruction.
- Use knowledge of content-specific instructional strategies to effectively teach the central concepts and skills of their discipline.
- Understand and use the Ohio Academic Content Standards.
- Connect their discipline with other content areas to plan and deliver effective instruction.
- Connect content to relevant life experiences and career opportunities.

Teacher Performance Rubric Connections

- Prior content knowledge/sequence/connections
- Lesson delivery
- Resources

### STANDARD 3. **ASSESSMENT**

Effective teachers:

- Understand varied types of assessments, their purposes and the data they generate.
- Select, develop and use a variety of diagnostic, formative and summative assessments.
- Analyze data to monitor students progress and learning, and to plan, differentiate and modify instruction.
- Collaborate and communicate student progress with students, parents and colleagues.
- Involve learners in self-assessment and goal setting to address gaps between performance and potential.

Teacher Performance Rubric Connections

- Assessment

### STANDARD 4. **INSTRUCTION**

Effective teachers:

- Align instructional goals and activities with school and district priorities and with Ohio's Academic Content Standards.
- Use information about students' learning and performance to plan and deliver instruction designed to close the achievement gap.
- Communicate clear goals and link learning activities to those goals.
- Apply knowledge of how students think and learn to planning and instruction.
- Differentiate instruction to meet the needs of all students, including gifted students, students with disabilities and at-risk students.
- Create and select activities that are designed to help students become independent learners and complex problem-solvers.
- Use resources effectively, including technology, to enhance student learning.

Teacher Performance Rubric Connections

- Focus for learning
- Prior content knowledge/sequence/connections
- Instruction
- Differentiation
- Resources

## **STANDARD 5. LEARNING ENVIRONMENT**

Effective teachers:

- Treat all students fairly and have established a classroom environment that is respectful, supportive and caring.
- Create a classroom environment that is physically and emotionally safe.
- Motivate students to work productively and take responsibility for their own learning.
- Create learning situations in which students work independently, collaboratively and/or as a whole class.
- Maintain an environment that is conducive to learning for all students.

Teacher Performance Rubric Connections

- Classroom environment

## **STANDARD 6. COLLABORATION AND COMMUNICATION**

Effective teachers:

- Communicate clearly and effectively.
- Share responsibility with parents and caregivers to support student learning, emotional and physical development and mental health.
- Collaborate effectively with other teachers, administrators and school district staff.
- Collaborate effectively with the local community and community agencies, when appropriate, to promote student learning.

Teacher Performance Rubric Connections

- Lesson delivery
- Classroom environment
- Professional responsibilities

## **STANDARD 7. PROFESSIONAL RESPONSIBILITY AND GROWTH**

Effective teachers:

- Understand, uphold and follow professional ethics, policies and legal codes of professional conduct.
- Take the responsibility for engaging in continuous, purposeful professional development.

- Seek opportunities to impact the quality of my teaching, make school improvements and increase student achievement.

#### Teacher Performance Rubric Connections

- Professional responsibilities

### **CRITERIA FOR EFFECTIVE EVALUATORS**

#### **1. KNOWLEDGE OF EFFECTIVE CLASSROOM PRACTICES**

- Knowledgeable of the subjects being taught, the district courses of study, and the Ohio Academic/Common Core Content Standards.
- Knowledgeable of current research-based instructional practices.
- Model behaviors that reflect the district's philosophy and goals.
- Able to provide support and resources when needed to support effective classroom practices.

#### **2. CREATES AN ENVIRONMENT FOR EFFECTIVE EVALUATION**

- Punctual and consistent in administering the evaluation process.
- Provides constructive criticism and positive reinforcement.
- Fosters a positive rapport and an atmosphere conducive to professional growth.
- Maintains honest and open communications while being an active and willing listener.
- Demonstrates sensitivity to the needs and feelings of others.
- Maintains objectivity.
- Works cooperatively with the staff member to enhance professional practice in the areas of instructional planning, instruction and assessment, and professionalism.

#### **3. PROFESSIONALISM**

- Respects individual differences in personalities and teaching styles.
- Maintains confidentiality.
- Demonstrates flexibility and is responsive to changes.
- Uses appropriate speech and language.
- Respects the rights of all regardless of ages, sex, race, religion, disability, intellect, or economic status.

#### **4. CREDENTIALING IN EVALUATION PROCESSES**

- Must possess the proper certification/licensure to be an evaluator
- Must be approved as an evaluator by the Painesville City Local Board of Education.
- Knowledgeable in the procedures and implementation of the evaluation process as demonstrated by:
  - Successfully completion of a state-sponsored Ohio Teacher Evaluation System training program; and,
  - Successfully passed an online assessment for using the Ohio Teacher Evaluation System model.

#### **ASSIGNMENT OF STAFF AND EVALUATORS**

1. The building administrator(s) will typically evaluate his/her staff, and the priority for all evaluations will be the use of evaluators currently employed by the district. Other credentialed evaluators, approved by the OTES Review Committee, may be used by the district. The priority for assignment of external evaluators will be as follows:

1. Volunteers
2. Teachers rated Accomplished on the prior year's evaluation.
3. Random assignment of teachers up to the number of teachers needed to ensure the completion of evaluations.

2. Members serving more than one building will typically be evaluated by the building administrator in whose building they spend the majority of their instructional time.

3. Members with above-expected levels of student growth may choose their credentialed evaluator from a list of evaluators for their building of assignment as approved by the Painesville City Local Board of Education.

4. Teachers with expected levels of growth will have input on their credentialed evaluator from a list of evaluators for their building of assignment as approved by the Painesville City Local Board of Education.

5. Teachers with below-expected growth will be assigned an evaluator from a list of evaluators for their building of assignment as approved by the Painesville City Local Board of Education.

#### **IDENTIFYING ROLES AND RESPONSIBILITIES**

An effective teacher evaluation system depends upon the collaborative nature of the process and ongoing communication between the teacher and evaluator. Each person has specific roles and responsibilities. Expectations for both teachers and evaluators are:

### **Expectations for Teachers:**

- Participation in a planning conference with the evaluator to establish goals, plans, evaluation criteria and evidence indicators for the evaluation period.
- Thoughtful completion of the self-assessment tools, the student data analysis and goal-setting process.
- Participation in a minimum of two observations with the evaluator, following the OTES protocols for observations and within the designated timeline.
- Active participation in scheduled conferences for professional discussions and insights into related goals, action plans, evidence/artifacts, and outcomes and in the final conference to review and reflect on progress, achievements, and continued growth and development
- Receptiveness to feedback from the evaluator and willingness to engage in professional development to foster professional growth

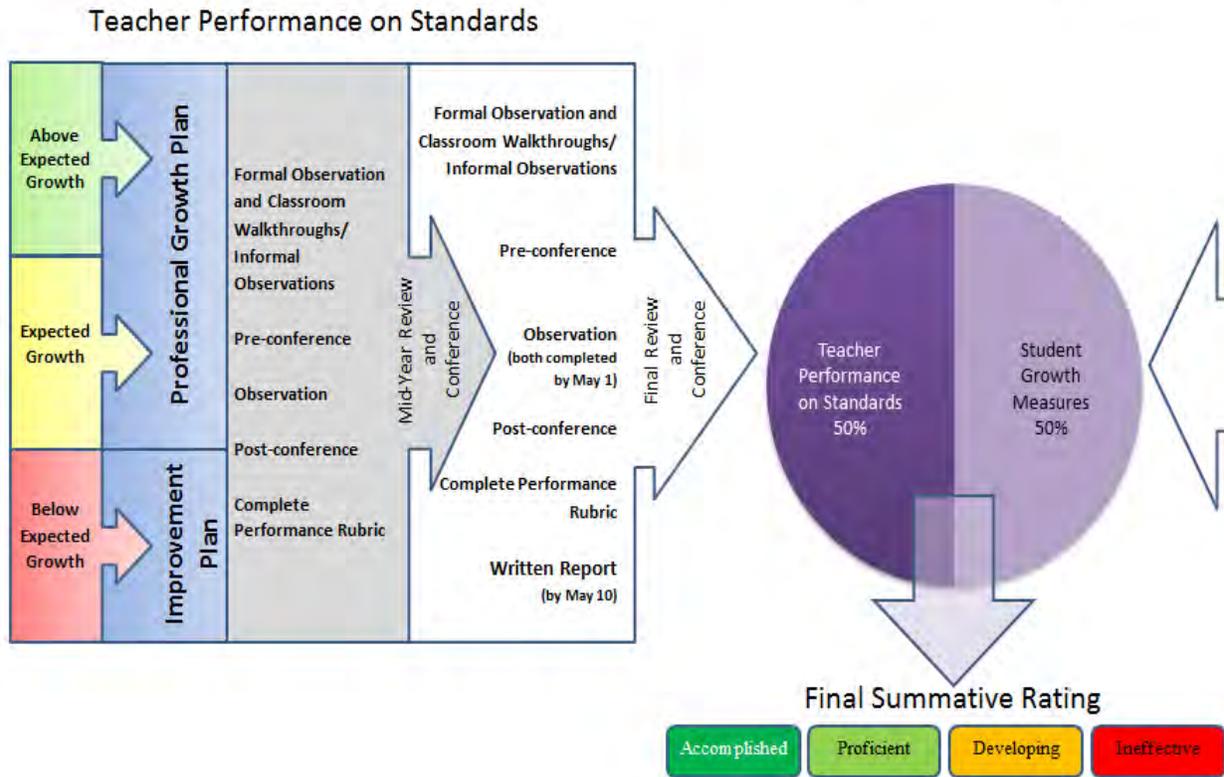
### **Expectations for Evaluators:**

- Conduct initial district-wide meeting with all new teachers and those new to the evaluation system to explain the process.
- Participation in a planning conference with each teacher to establish plans and determine evaluation criteria and evidence indicators for the evaluation period.
- Provide data from state and vendor sources for use in planning.
- Analysis of the teacher's data related to goal-setting, student growth, professionalism, and professional development.
- Active participation in scheduled conferences for professional discussions and insights into related goals, action plans, evidence/artifacts, and outcomes,
- Provision of appropriate, timely feedback; targeted resources; and guidance to assist the teacher in achieving professional goals and continuing in professional growth.
- A summative evaluation report at the end of each year which reviews and reflects on the teacher's progress, achievements and outcomes, and recommends opportunities for continued growth and development.

# TEACHER EVALUATION PROCESS

## A. TEACHER PERFORMANCE ON STANDARDS

### Ohio Teacher Evaluation System (OTES)



### District Use of Ohio eTPES System

The Painesville City Local School District will utilize the Ohio Electronic Teacher Principal Evaluation System (eTPES) to document the evaluation process. Each district employee subject to evaluation under the Student Growth Model will receive an activation email through their assigned evaluator. After activating their account, teachers will have direct access into the system at [www.ohiotpes.com](http://www.ohiotpes.com) and will be able to review any documents associated with the current evaluation. Each document has a specific initiation and close-out cycle either teacher-initiated or evaluator-initiated. All documents utilize an electronic signature process, and once signed, revert to read-only status. The employee or evaluator may print documents from the system as needed during the evaluation cycle. At the conclusion of the evaluation cycles, the district will download all evaluation documents and store on digital media in records storage at the Administration Building. Hard copy may be printed from the system at any time by the teacher or evaluator using their secure sign-in credentials.

### Determining Requirement for Professional Growth Plan or Improvement Plan.

A Professional Growth Plan or an Improvement Plan is based on Student Growth measures as designated on the Summative Evaluation Matrix and/or performance on the standards as noted in the teacher performance rubric. Teachers achieving below

expected growth on student achievement measures will be required to complete an Improvement Plan while those achieving expected or above expected growth will be required to complete a Professional Growth Plan. In 2013-14, all teachers will develop a Professional Growth Plan.

### Professional Growth Plan

Above Expected Growth	Expected Growth	Below Expected Growth	Description of Requirements for Professional Growth or Improvement Plan
✓	✓		Growth Plan
		✓	Improvement Plan
✓			Self-Directed by Teacher
	✓		Collaborative –Teacher and Evaluator
		✓	Directed by the Evaluator
✓	✓	✓	Professional Conversations
✓	✓	✓	Mid-Year Progress Check
✓	✓	✓	End-of-Year Evaluation

Professional Growth Plan helps the teacher focus on areas of professional development that will enable him/her to improve their practice. Teachers are accountable for the implementation and completion of their plan and may use the plan as a starting point for the school year. The Professional Growth plan is intended to be one academic year in duration and may support the goals of the Individual Professional Development Plan - IPDP. The Professional Growth Plan is not intended to replace the IPDP. The Professional Growth plan and process includes feedback from the evaluator as well as the teacher's self-assessment, and the support needed to further the teacher's continuous growth and development. Professional development should be individualized to the needs of the teacher and students (based on available data), and specifically relate to the teacher's areas for growth as identified in the the teacher's evaluation. The evaluator should recommend professional development opportunities and support the teacher by providing available resources to accomplish the plan. The growth plan should be reflective of the data available and include:

- Identification of area(s) for future professional growth;
- Specific resources and opportunities to assist the teacher in enhancing skills, knowledge and practice;
- Outcomes that will enable the teacher to increase student learning and achievement.

### Improvement Plan

Improvement Plans are developed for a teacher by the evaluator in response to ineffective ratings in performance and/or student growth. The improvement Plan is intended to identify specific areas for improvement of performance and for identifying guidance and support needed to help the teacher improve. A plan of improvement may

be initiated at any time during the evaluation cycle by the evaluator based on deficiencies in performance as documented by evidence collected by the evaluator. When an improvement plan is initiated by the administrator, it is the responsibility of the administrator to:

- Identify, in writing, the specific area(s) for improvement to be addresses in relationship to the Ohio Standards for the Teaching Profession;
- Specify, in writing, the desired level of performance that is expected to improve and a reasonable period of time to correct the deficiencies;
- Develop and implement a written plan for improvement that will be initiated immediately and includes resources and assistance available;
- Determine additional education or professional development needed to improve in the identified area(s);
- Gather evidence of progress or lack of progress.

A reassessment of the educator's performance shall be completed in accordance with the written plan will include multiple opportunities for observation of performance. Upon reassessment of the educator's performance, if improvement has been documented at an acceptable level of performance, the regular evaluation cycle will resume. If the teacher's performance continues to remain at an ineffective level, the supervising administrator may reinstate the improvement plan with additional recommendations for improvement or take the necessary steps to recommend dismissal.

**Evaluation STEP 1: Complete Self Assessment and Summary Tool in eTPES DEADLINE: September 30th (Teacher Initiates)**

Using the online eTPES system, the teacher shall complete the Self-Assessment and Summary Tool. This tool is for use in developing the Improvement/Growth Plan. The online tool is private for teacher use only and not an official document in the evaluation process other than for compliance in completion of the self assessment. Viewing of the form remains private to the teacher in the eTPES system, but the evaluator sees completion information.

**Evaluation STEP 2: Complete Professional Growth Plan (Teacher Initiates) or Improvement Plan (Evaluator Initiates) in eTPES DEADLINE: September 30th**

Using their secure sign-in on the eTPES system, the teacher will complete a Professional Growth Plan based on Self Assessment data and consideration of evaluation and student performance data.

Teachers with Above Expected growth ratings will complete the plan independently while those achieving Expected levels of student growth will complete the plan in collaboration with the assigned evaluator. The Growth Plan must be initiated by the teacher in eTPES.

Teachers with Below Expected student growth ratings will receive an Improvement Plan developed by the evaluator. The Improvement Plan must be initiated by the evaluator in eTPES.

A conference to review the Professional Growth/Improvement Plan should occur by September 30th. During the conference, the teacher and evaluator will discuss the Professional Growth/Improvement Plan, resources necessary to accomplish the plan, and methods for assessing the effectiveness of the plan.

The Professional Growth/Improvement Plans will be reviewed at a minimum during the mid-year review conference and through the final summative evaluation conference.

**Evaluation STEP 3: Formal Observations**

Observations provide important evidence when assessing a teacher’s performance and effectiveness. As an evaluator observes a teacher engaging students in learning, valuable experience may be collected on multiple levels. As part of the formal observation process, on-going communication and collaboration between evaluator and teacher help foster a productive professional relationship that is supportive and leads to a teacher’s professional growth and development. Based upon researched best practices, the formal observation process consists of a pre-conference, observation, and post-conference.

Evaluations may require 1, 2, or 3 observations depending on specific circumstances:

**Category 1 Teacher**

This teacher is not on a one-year contract or in the final year of a multi-year contract. The teacher will follow the standard teacher evaluation process and will be evaluated every year. Two formal observations will be done according to policy.

Prior to January 30	Formal Classroom Observation #1 Informal Observation (minimum 1)
Prior to May 1	Formal Classroom Observation #2 Informal Observation (minimum 1)

**Category 2 Teacher**

This teacher is not on a one-year contract or in the final year of a multi-year contract and has received a rating of Accomplished on the previous year’s evaluation. The teacher will be evaluated every other year. Note: The Board of Education must approve resolution electing this option.

Prior to January 30	Formal Classroom Observation #1 Informal Observation (minimum 1)
Prior to May 1	Formal Classroom Observation #2 Informal Observation (minimum 1)

**Category 3 Teacher**

This teacher is on a limited contract\*\* or in final year of an extended limited contract\*\*.

The teacher will follow the standard teacher evaluation process and will be evaluated every year. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to three informal observations unless the Superintendent waives the third observation.

\*\*\*"Limited contract" means a limited contract, as described in section 3319.08 of the Revised Code, that a school district board of education or governing board of an educational service center enters into with a teacher who is not eligible for continuing service status.

\*\*\*"Extended limited contract" means a limited contract, as described in section 3319.08 of the Revised Code, that a board of education or governing board enters into with a teacher who is eligible for continuing service status.

Prior to January 30	Formal Classroom Observation #1 & #2 Informal Observation (minimum 2)
Prior to May 1	Formal Classroom Observation #3 Informal Observation (minimum 1)

**STEP 3A. Pre-conference: Planning and Observation of Classroom Teaching and Learning (Teacher Initiates)**

The teacher and evaluator will establish a date and time for the formal observation to occur and determine a date for the observation pre-conference. The teacher must initiate and complete the Pre-Conference information in eTPES system prior to the pre-conference with the evaluator. Every effort should be made to conduct the formal observation on the scheduled date. In such cases of extenuating circumstances the teacher and evaluator shall revise this scheduled date and time as needed if the formal observation is not conducted as originally planned.

At the Pre-Conference, the evaluator and teacher discuss what the evaluator will observe during the classroom visitation consulting with the documentation provided in eTPES. Important information is shared about the characteristics of the learners and the learning environment. Specific information is also shared about the objectives of the lesson, and the assessment of student learning. The conference will also give the teacher an opportunity to identify areas in which s/he would like focused feedback from the evaluator during the classroom observation. The communication takes place during a formal meeting and a record of the date(s) will be kept in the eTPES system. The purpose of the pre-conference is to provide the evaluator with an opportunity to discuss:

- Lesson or unit objectives
- Prior learning experiences of students
- Characteristics of the learners
- Instructional strategies that will be used to meet the lesson objectives

- Student activities and materials
- Differentiation based on student needs
- Assessment data collected to demonstrate student learning

### **STEP 3B. Formal Observation: Gathering Evidence of Teacher Performance (Teacher & Evaluator Initiate)**

A formal observation consists of a visitation of a class period or the viewing of a lesson. The observation should be conducted for an entire class period, lesson, or a minimum of 30 minutes. During the classroom observation, the evaluator documents specific information related to teaching and learning. Each formal observation will be analyzed by the evaluator using the *Teacher Performance Evaluation Rubric*. A narrative will then be initiated and completed by the evaluator to document each formal observation using the eTPES system. The results of each formal observation are reviewed with the teacher during the post-observation conference.

### **STEP 3C. Post-Conference: Reflection, Reinforcement, and Refinement (Evaluator Initiates)**

The purpose of the post-observation conference is to provide reflection and feedback on the observed lesson and to identify strategies and resources to increase effectiveness. Following the lesson, the teacher reflects on the lesson and how the student learning outcomes were met. Professional conversations between the evaluator and the teacher during the post-conference will provide the teacher with feedback on the observed lesson.

In general, the discussion between the evaluator and the teacher needs to focus on how successful the lesson was (reinforcement), and areas needing further support (refinement). Teachers may bring additional evidence that supports the lesson observed to share with the evaluator at the conference. The evaluator may consider these as evidence to support the teacher's performance.

The post-conference should typically occur within seven (7) school days of the formal observation and no more than ten (10) school days following the formal observation. An exception to this deadline will be available in cases where the teacher or evaluator are absent due to documented leave, then the ten (10) school day requirement shall be extended by the number of approved leave days. During the pre-conference or at the time of the observation, the teacher and evaluator will set a time for the post-conference to take place, and revise this scheduled date and time as needed if the post-conference is not conducted as originally planned. Any such extension will be noted in the eTPES system.

### **Evaluation STEP 4. Informal Classroom Observation(s) (Evaluator Initiates)**

Informal observations will be less than 30 minutes (approximately 15-20 minutes). These may occur frequently and may be unannounced. The purpose of the classroom walkthrough is to provide targeted evidence-based feedback of the instructional environment in the classroom including areas such as lesson objectives, planning, instructional strategies, student engagement, differentiation, and assessment practices. Informal Observations may be general in nature or focused on observing a specific aspect of teacher performance.

Informal Observation will be documented using the Informal Observation Reporting Tool located in the eTPES system. The informal observation report will be generated through the eTPES System. Teachers may request a face-to-face meeting at any time following the informal observation report. This conference should typically occur within seven (7) school days of the informal observation report and no more than ten (10) school days following the informal observation report. An exception to this deadline will be available in cases where the teacher or evaluator are absent due to documented leave, then the ten (10) school day requirement shall be extended by the number of approved leave days.

Informal observations will not occur on the day preceding the district-approved Thanksgiving, Winter, or Spring Break periods, or on school days between the formal classroom observation and the the associated post conference.

**Evaluation STEP 5. Mid-Year Review of Plan DEADLINE: January 30th (Teacher & Evaluator Initiate)**

The Mid-year Review provides an opportunity for teachers and evaluators to engage in collaborative, transparent conversations as they discuss evidence and build a common understanding of the teacher's practice to-date. Discussion will focus on:

- Progress on the teacher's Growth/Improvement Plan.
- Progress on the teacher's approved SLO's
- Opportunities for growth.

The eTPES system will be used to document this conference in area 3.1 of the Growth/Improvement Plan Report.

The teacher and evaluator will set a time for the Mid-year Review Conference to take place, and revise this scheduled date and time as needed if the Mid-year Review Conference is not conducted as originally planned. The Mid-year Review Conference is to be completed not later than January 30th of each year.

**Evaluation STEP 6. Final Summative Evaluation Conference DEADLINE: May 1st (Evaluator Initiates)**

The teacher and evaluator will set a time for the Final Summative Evaluation Conference prior to May 1, and revise this scheduled date and time as needed if the Final Summative Evaluation Conference is not conducted as originally planned.. At this conference the teacher and evaluator will:

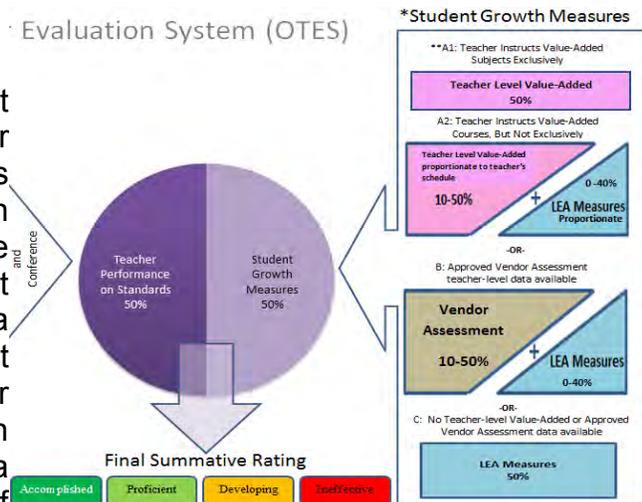
- Discuss areas of reinforcement and refinement that the evaluator has documented prior to conference
- Review progress on the Growth/Improvement Plan
- Discuss the results of the SLO's that the teacher has documented prior to the conference.
- Discuss final summative rating as determined by the eTPES system.

The results of the Final Summative evaluation will be recorded in eTPES.

## B. STUDENT GROWTH MEASURES

### Assessment of Student Growth

Student growth measures shall account for fifty percent (50%) of the teacher evaluation. Student growth is defined as the change in student achievement for an individual student between two or more points in time. In calculating student academic growth for an evaluation, a student shall not be included if the student has 60 or more unexcused absences for the school year. The student growth component will be comprised of a combination of two or more measures of Value-Added scores, Vendor-created assessments, and or LEA determined student growth measures.



### TEACHER PLACEMENT FOR STUDENT GROWTH

Teacher placement into the four Student Growth categories will be based on the current assessment structure in place in the district and will be updated annually based on changes that may take place. Current assignment of teachers into Student Growth Type will be as follows:

**Type A1** - Value Added Teachers-Teacher Instructs Value-Added Courses Exclusively.

**Type A2** - Value Added Teachers-Teacher Instructs Value-Added Courses But Not Exclusively.

**Type B** - Vendor Assessment Teachers. Core Content Teachers without Value Added Measures but with LEA Vendor Assessments.

**Type C** - LEA Measures Teachers. All Other Teachers PK-12 with no Value-Added or LEA Vendor Assessments.

Teachers in any given category may have up to two types of measures depending on their category. *A: Value Added* teachers may have Value-Added and LEA Measures; *B: Vendor Assessment* teachers may have ODE-Approved Vendor assessments and LEA Measures, and; *C: LEA Measures* teachers will have only LEA Measures.

Shared Attribution measures encourage collaborative goals and may include: Building or District Composite Value-Added Scores, Building Team (such as by content area) Composite Value-Added Scores, Building or District-based SLO's, and Team/Building/District-based SLO's.

The PCLS SGM table demonstrates the allocation of the various measures that may be included to account for the teacher's Student Growth Measures.

## PCLS Student Growth Measures (SGM) Allocations 2013-14

Educator Category	Value-Added %	Vendor Assessment %	LEA Measures SLOs* %	LEA Measures Shared Attribution %	Total = 50%
A1: Value-Added	26	N/A	24	0	50
A2: Value-Added	Schedule <30% VA VA = 10 Schedule 30-69% VA VA = 15 Schedule > 69% VA = 20	N/A	30-40 (Proportional to schedule See Value-Added Column)	0	50
B: ODE-Approved Vendor Assessment	N/A	10	40	0	50
C: LEA Measures	N/A	N/A	50	0	50

NOTE<sub>1</sub>: All SLO and LEA Vendor Assessment scores must be weighted equally. Within the LEA Measures category, Shared Attribution can be weighted separately and not the same as the SLO's.

NOTE<sub>2</sub>: There can be no more than five unique LEA Vendor Assessments or SLO's.

NOTE<sub>3</sub>: Determinations of 2014-15 allocations will be made by the legislature and collectively bargained by the administration and member representative as permissible.

### STUDENT LEARNING OBJECTIVES

Student Learning Objectives - SLO's. A SLO is a goal that demonstrates a teacher's impact on student learning in a given interval of time. SLO's are specific, measurable, long-term goals using measures that are relevant to subject matter, written by an individual teacher or a team of teachers and approved by the district. These may include: locally-developed assessments, pre/post assessments, performance-based assessments, portfolios, etc.

- SLO's reinforce promising teaching practices and connect teacher practice to student learning
- Can be developed/used in all subjects and content areas
- Are adaptable
- Encourage collaboration
- Provide teachers with some ownership in how they are evaluated

## Features of High Quality SLO's

### 1. Baseline and Trend Data.

- Summarizes student information (test score from previous years, results of pre-assessments),
- Identifies student strengths and weaknesses, and
- Reviews trend data to inform the objective and establish the amount of growth that should take place.

### 2. Student Population. Includes the following:

- Students
- Course
- Grade level
- Number of students included in the objective.

### 3. Interval of Instruction.

- The duration of the SLO (including start and end dates)
- SLO's may be developed for semester and full-year courses with different end dates.

### 4. Standards and Content.

- SLO should cover the content, skills, and specific standards to which the SLO is aligned.
- SLOs should be broad enough to represent the most important learning or overarching skills, but narrow enough to be measured.

### 5. Assessment(s).

- Description of assessment/s that will be used to measure student growth for the objective.
- Assessment(s) should be reviewed by content experts to effectively measure course content.
- Assessments should have sufficient "stretch" so that all students may demonstrate learning.
- If supplemental assessments are needed to cover all ability levels in the course, this section should provide a plan for combining multiple assessments.

### 6. Growth Target(s).

- The target for student growth should reflect high expectations for student achievement that are developmentally appropriate.

- The targets should be rigorous yet attainable.
- Growth targets should be tiered reflective of the assessment data.

## 7. Rationale for Growth Target(s).

- High quality SLOs include strong justifications for why the goal is important and achievable for this group of students.
- Rationales should draw upon assessment, baseline and trend data, student outcomes, and curriculum standards and should be aligned to broader school and district goals.

## Developing SLOs: Steps for Teachers and Evaluators

### SLO's STEP 1: Gather and Review Available Trend Data

**Gather baseline and trend data.** SLOs are based on a clear understanding of the student population under a teacher's charge. To begin the process, teachers should gather baseline data to better understand how prepared their students are for the standards addressed by the course. These data could include end-of-year data from the previous year, baseline data from district assessments, pretests, or student work samples. Once teachers have identified curricular priorities and gathered baseline data, they are ready to conduct a detailed analysis of student data.

**Conduct an analysis of student data.** This step helps the educator(s) determine where students will need to demonstrate the most growth. This process is similar to a gap analysis where the educator determines a plan for reducing the gap in a student's knowledge or skill. For this step, the teacher analyzes the baseline data for the most important content standards of the course. Based upon the data analysis, the educator can decide which skills or knowledge the SLO(s) will target. To aid in this step, it may be helpful to organize your data into a chart like the one found in the *Template for the Analysis of Student Data*.

**Identify the student population of focus for the SLO.** In this step, teachers should outline the student population to which the SLO will apply. This step can take on many different forms. The student population will be based largely on what courses the teacher teaches and the results of the data analysis.

- Course-level SLOs—A teacher with three English I classes can write one SLO for all three classes. Another teacher may have three prep periods (e.g., algebra 1, geometry, algebra 2), in which case, the teacher could develop a separate SLO for each course taught.
- Tiered targets within a course-level SLO—A teacher should consider developing tiered targets if the data analysis shows a wide range of skill and ability in student performance. If most of the class is deficient in a necessary skill, but a handful of students have already mastered the skill, a teacher might develop tiered targets for the students who are deficient in the skill and a separate tiered target for the students who have already mastered the skill.
- Targeted SLOs—It is possible to write targeted SLOs, which are separate SLOs for subgroups of students or specific skills that students must achieve. In some cases, teachers will find it preferable to write separate SLOs that focus on

specific content or specific groups of students who need additional attention. For example, 10 students in an environmental biology class might need specific support in using sound evidence to develop scientific explanations. The targeted SLO would target those 10 students as well as the specific skills they need to apply as a foundation for learning.

- Teachers should aim to include as many students as possible in the SLO and acknowledge in writing why any students are not included in the SLO. Students covered under a teacher's SLO(s) must be proportional and representative of the teacher's schedule.
- In the rare case where a principal approves a student or subgroup omission, the teacher should note the rationale for the omission in the SLO student population field.

### **SLO's STEP 2: Determine the Interval of Instruction**

**Determine the interval of instruction.** Also included in an SLO is the time period during which the educator expects growth to occur. The interval of instruction should be the length of the course (i.e., year long, semester long). The interval of instruction should be an adequate time for the expected growth to occur. The educator should also note when pre-assessments, post-assessments, and mid-year evaluations will be administered.

**Determine the specific content and standards addressed by the SLO.** Based upon the data analysis, this section of the SLO should articulate the specific concepts or skills that students will gain during the course. The content or skill area should represent the essential learning of the course such as key skills or overarching content, and should be selected based upon the identified areas from the data analysis. The educator should also indicate the specific standard(s) that align with the SLO.

### **SLO's STEP 3: Choose Assessments and Set Growth Targets**

The next step is to identify an appropriate assessment. Educators may compare their end-of-year data to baseline and trend data. Having a set of baseline and trend data will help develop a rich context for student growth that may produce higher quality targets than a simple pre-test could. Assessments do not need to be pencil-and-paper tests, but can be performance based assessments as well. Educators are encouraged to select the assessment(s) that are most appropriate for measuring student growth in the subject area of the SLO.

Assessment options include:

- Performance-based assessments, such as presentations, projects, and tasks scored with a rubric
- Portfolios of student work scored by an approved rubric
- Results of state exams when value-added models are not available (e.g., Ohio Alternative Assessment, Ohio Graduation Assessment), results of nationally normed tests
- Results of subject- or grade-level specific district-created tests.

When identifying assessments, educators should keep in mind that assessments must:

- Be aligned to national or state standards and to the SLO growth target (meaning that it measures the skills or content addressed by the SLO).
- Be reliable, meaning that the assessment produces accurate and consistent results.
- Be a valid measure, meaning that the assessment measures what it is designed to measure.
- Be realistic in terms of the time required for administration.

When multiple educators adopt the same SLO, it is advisable that all educators adopt the same assessment measures to ensure that student progress is measured the same way and under the same testing conditions.

#### **SLO's STEP 4: Develop the SLO Growth Target(s).**

Within the *SLO Template*, the educator should write a brief yet specific growth target for students that align with state or national standards, district priorities, and course objectives. These growth targets should include specific indicators of growth; such as percentages or questions answered correctly that demonstrate an increase in learning between two points in time. The target can be tiered for specific students in the classroom to allow all students to demonstrate growth or the target can be equally applicable to all students in a class, grade, or subject. This target should be rigorous, yet attainable, as determined by the baseline or pretest data. Below are examples of acceptable and unacceptable growth targets. The acceptable growth targets allow the teacher to demonstrate growth for *all* students while the unacceptable SLOs focus solely on student mastery.

Acceptable SLO Growth Target	Unacceptable SLO Growth Target						
All of my students will progress at least one fitness level on the FitnessGram during the fall semester.	80 percent of students will pass the end-of-course exam. (This is unacceptable because it does not show growth.)						
Using the American Government pre-assessment, all students will meet their target score: <table border="1" style="margin-left: 20px;"> <thead> <tr> <th style="text-align: center;">Pre-assessment Baseline Score Range</th> <th style="text-align: center;">Target Score on End-of- Year Portfolio</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">20–30</td> <td style="text-align: center;">70</td> </tr> <tr> <td style="text-align: center;">31–50</td> <td style="text-align: center;">80</td> </tr> </tbody> </table>	Pre-assessment Baseline Score Range	Target Score on End-of- Year Portfolio	20–30	70	31–50	80	Students scoring 80 or lower on the pre-assessment will increase their scores by at least 10 points. Any students scoring 81 or higher on the pre-assessment will maintain their scores. (This is unacceptable for two reasons: (1) students that are scoring at 50 need to make greater gains than only 10 points to reach an acceptable level of growth; (2) teachers must aim to grow all students, so those students scoring high on the pre-assessment need to be challenged with a higher goal and likely an additional assessment to illustrate their growth.)
Pre-assessment Baseline Score Range	Target Score on End-of- Year Portfolio						
20–30	70						
31–50	80						

51–70	90		
71–85	90 + score of 85 or higher on capstone project		
86–95	95 + score of 90 or higher on the capstone project		

**Explain the rationale for the growth target.** High-quality SLOs include strong justifications for why the growth target is appropriate and achievable for this group of students. The rationale should be a precise and concise statement that describes the student needs and refers to the evidence that informed the creation of targets. When applicable, rationales should also reference school and district goals or priorities.

### **SLO’s STEP 5: SLO Review and Approval**

**Prepare and submit your SLO.** Prior to submitting an SLO, the educator should do a final comparison with the *SLO Template Checklist* in Appendix B of this document. Once the educator has created his or her SLO, he or she should submit it for review by the school-building SLO team or the designated SLO approval person(s). Educators should expect to receive feedback on the rigor and completeness of the SLO from the review team not later than by the end of November of the current school year. If the SLO is not approved, the educator will have 10 days to complete requested revisions and then resubmit the SLO.

**Schedule the SLO conference (if needed).** Once the SLO has been submitted for approval, the educator may request a meeting with the whole-building SLO team or a representative of the team for clarification regarding the SLO.

### **SLO’s STEP 6: SLO Final Review**

After the SLO is approved, the teacher is responsible for compiling the evidence for the final scoring process. The final scoring process must be completed by May 1 to ensure that the teacher evaluation is completed in accordance with the timeframes established by law.

### **Scoring the Individual SLO**

#### **SLO’s STEP 7: SLO Scoring Process**

The *SLO Scoring Template* will be used to assess whether or not SLO targets have been met when rating the individual SLO. There are several steps teachers must follow in order to arrive at a final determination.

### **SLO's STEP 7A: Preparing for Scoring**

Prior to the end-of-year review, teachers are responsible for collecting relevant information and compiling it using the SLO Scoring Template. Teachers should have all student work or documentation clearly organized and final student scores summarized. Information that could be collected includes student performance data and the completed *SLO Scoring Template* document.

### **SLO's STEP 7B: Complete the SLO Scoring Template: Deadline Prior to Summative Evaluation Conference**

The *SLO Scoring Template* will be used to assess whether or not SLO targets have been met as well as the overall teacher rating for the SLO. There are several steps teachers must follow in order to arrive at a final calculation. The calculation and scoring must be completed prior to May 1 of each year.

1. First, the teacher adds the name or identification number for each student into the worksheet. Additional rows may be added as needed.
2. Then, the teacher enters each student's baseline score. This may be from a combination of data points and available information such as scores, the assessment administered at the beginning of the school year or from the previous year /class if available, or other measures that help to set the baseline of the student performance.
3. Next, using their completed SLO template as a guide, the teacher enters each student's established growth target.
4. The teacher enters the final performance data for each student.
5. The teacher enters if each individual student exceeded/ met the growth target by answering yes or no.
6. Once all the relevant information has been entered in the worksheet, attainment of the students' growth targets and overall teacher rating of student growth measures on this SLO will need to be computed.

### **SLO's STEP 7C: Score Individual SLOs Using the SLO Scoring Matrix**

**The teacher is responsible for this portion of the SLO process prior to the Final Summative Evaluation Conference.**

The teacher will use the *SLO Scoring Template* to determine the percentage of students not meeting, meeting, or exceeding the established growth targets.

This matrix should be used in conjunction with the *SLO Scoring Template*.

## SLO Scoring Matrix

Percentage of students that met or exceeded growth target	Descriptive Rating	Numerical Rating
90-100	Most Effective	5
80-89	Above Average	4
70-79	Average	3
60-69	Approaching Average	2
59 or less	Least Effective	1

### C. FINAL SUMMATIVE RATING

The teacher's Final Summative Rating will be determined by using the ratings in Teacher Performance and Student Growth Measures and the lookup table shown below. The intersecting cell within the matrix will be the Final Summative Rating for the teacher. To determine this rating, the evaluator will submit performance rating information into the SGM Ratings Worksheet found in eTPES. The eTPES system will generate the final teacher rating based on the data and scoring configuration for each specific teacher.

		Teacher Performance			
		4	3	2	1
Student Growth	Above	Accomplished	Accomplished	Proficient	Developing
	Expected	Proficient	Proficient	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

The method to be used in determining the entry point on each side of the table is as follows:

**Teacher Performance.** The eTPES system will determine a holistic rating in one of four categories based on data collected through the Formal Classroom Observations, Informal Observations, Mid-Year Review, Professional Growth/Improvement Plan accomplishment, and Student Growth Measures. The holistic rating will designate Teacher Performance as: Ineffective, Developing, Proficient, or Accomplished.

The teacher's Final Summative rating will be the intersecting cell in the Final Summative Evaluation Lookup Table based on the entry points determined for Teacher Performance and Student Growth. This rating will be reported in the eTPES system the Final Summative Rating of Teacher Effectiveness report and will form the basis of the final evaluation conference.

The teacher and evaluator will set a time for the Final Summative Evaluation Review Conference to take place, and revise this scheduled date and time as needed if the conference is not conducted as originally planned. The Final Summative Evaluation Review Conference shall be completed by May 1st and written report shall be completed and documented not later than May 10th of each year. The Final Summative rating requires a secure PIN sign-off by both the teacher and the evaluator.

## **OTHER CERTIFIED/LICENSED PROFESSIONAL**

### **EVALUATION PROCEDURES**

#### **DEFINITION OF OTHER CERTIFIED/LICENSED PROFESSIONAL**

Any person who spends less than fifty percent of the time providing student instruction and who is employed under:

- a license issued under Chapter 3319, or
- a professional of permanent certificate issued under former section 3319.222.

will be evaluated using the evaluation instruments found in Appendix [XX] The employee classifications will typically include:

- School Psychologist
- Curriculum Specialist
- Library Media Specialist
- School Nurse
- School Counselors
- Speech/Language Pathologists
- Other such employees that may meet this definition

#### **Determining Requirement for Professional Growth Plan or Improvement Plan.**

In 2013-14, all teachers will develop a Professional Growth Plan unless a prior designation of Intensive Assistance was given under the Teacher Evaluation process defined in the 2011-2013 collective bargaining agreement in which case the evaluator will prepare an Improvement Plan as described herein.

#### **Professional Growth Plan**

Professional Growth Plan helps the employee focus on areas of professional development that will enable him/her to improve their practice. These professional staff are accountable for the implementation and completion of their plan and may use the plan as a starting point for the school year. The Professional Growth plan is intended to be one academic year in duration and may support the goals of the Individual Professional Development Plan - IPDP. The Professional Growth Plan is not intended to replace the IPDP. The Professional Growth plan and process includes feedback from the evaluator and the support needed to further the member's continuous growth and development. Professional development should be individualized to the needs of the member and students, and specifically relate to the employee's areas for growth as identified in the the employee's evaluation. The evaluator should recommend professional development opportunities and support the employee by providing available resources to accomplish the plan. The growth plan should be reflective of the data available and include:

- Identification of area(s) for future professional growth;
- Specific resources and opportunities to assist the employee in enhancing skills, knowledge and practice;
- Outcomes that will enable the employee to increase student learning and achievement.

### **Improvement Plan**

Improvement Plans are developed for an employee by the evaluator in response to ineffective ratings in performance. The improvement Plan is intended to identify specific areas for improvement of performance and for identifying guidance and support needed to help the employee improve. A plan of improvement may be initiated at any time during the evaluation cycle by the evaluator based on deficiencies in performance as documented by evidence collected by the evaluator. When an improvement plan is initiated by the administrator, it is the responsibility of the administrator to:

- Identify, in writing, the specific area(s) for improvement;
- Specify, in writing, the desired level of performance that is expected to improve and a reasonable period of time to correct the deficiencies;
- Develop and implement a written plan for improvement that will be initiated immediately and includes resources and assistance available;
- Determine additional educational or professional development needed to improve in the identified area(s);
- Gather evidence of progress or lack of progress.

A reassessment of the employee's performance shall be completed in accordance with the written plan (multiple opportunities for observation of performance). Upon reassessment of the employee's performance, if improvement has been documented at an acceptable level of performance, the regular evaluation cycle will resume. If the employee's performance continues to remain at an ineffective level, the supervising administrator may reinstate the improvement plan with additional recommendations for improvement or take the necessary steps to recommend dismissal.

### **Evaluation STEP 1: Complete Professional Growth Plan or Improvement Plan DEADLINE: September 30th**

The employee will complete a Professional Growth Plan for Other Certified Professionals. Employees will complete the plan in collaboration with the assigned evaluator.

Employees with Ineffective performance ratings on the previous evaluation will receive an Improvement Plan for Other Certified Professionals developed by the evaluator.

A conference to review the Professional Growth/Improvement Plan should occur by September 30th. During the conference, the employee and evaluator will discuss the, Professional Growth/Improvement Plan, resources necessary to accomplish the plan, and methods for assessing the effectiveness of the plan.

The Professional Growth Plan will be reviewed at mid-year review conference and through the Final Summative Evaluation. The Improvement Plan will be reviewed as described in the plan with the evaluator completing the Improvement Plan: Evaluation of Plan Form not later than May 1st.

**Evaluation STEP 2: Formal Observations**

Observations provide important evidence when assessing a member’s performance and effectiveness. As an evaluator observes an employee engaging in the responsibilities of their professional practice, valuable experience may be collected on multiple levels. As part of the formal observation process, on-going communication and collaboration between evaluator and employee helps to foster a productive professional relationship that is supportive and leads to an employee’s professional growth and development. Based upon researched best practices, the formal observation process consists of an observation, and post-conference.

Evaluations may require 1, 2, or 3 observations depending on specific circumstances:

**Category 1 Employees**

This member is not on a one-year contract or in the final year of a multi-year contract. The member will follow the standard evaluation process and will be evaluated every year. Two formal observations will be done according to policy.

Prior to January 30	Formal Observation #1 Informal Observation (minimum 1)
Prior to May 1	Formal Observation #2 Informal Observation (minimum 1)

**Category 2 Employee**

This member is not on a one-year contract or in the final year of a multi-year contract and has received a rating of Accomplished on the previous year’s evaluation. The member will be evaluated every other year. Board of Education must approve resolution electing this option.

Prior to January 30	Formal Observation #1 Informal Observation (minimum 1)
Prior to May 1	Formal Observation #2 Informal Observation (minimum 1)

**Category 3 Employee**

This member is on a limited contract\*\* or in final year of an extended limited contract\*\*. The member will follow the standard evaluation process and will be evaluated every year. Members on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to three informal observations unless the Superintendent waives the third observation.

\*\*Limited contract means a limited contract, as described in section 3319.08 of the Revised Code, that a school district board of education or governing board of an educational service center enters into with a teacher who is not eligible for continuing service status.

\*\*Extended limited contract means a limited contract, as described in section 3319.08 of the Revised Code, that a board of education or governing board enters into with a teacher who is eligible for continuing service status.

Prior to January 30	Formal Observation #1 & #2 Informal Observation (minimum 2)
Prior to May 1	Formal Observation #3 Informal Observation (minimum 1)

### **Evaluation STEP 3A Planning and Observation of Professional Practice.**

The employee and evaluator will establish a date and time for the formal observation to occur. Every effort should be made to conduct the formal observation on the scheduled date. In such cases of extenuating circumstances the employee and evaluator may revise this scheduled date and time as needed if the formal observation is not conducted as originally planned.

### **Evaluation STEP 3B Formal Observation: Gathering Evidence of Professional Performance**

Employees will participate in a minimum of two formal observations (one per semester). A formal observation consists of the viewing of a professional activity. The observation should be conducted for a minimum of 30 minutes or the conclusion of the specific activity. During the observation, the evaluator documents specific information related to professional practice. Each formal observation will be analyzed by the evaluator using the observation forms specific to job assignment. A narrative will then be completed by the evaluator to document each formal observation. The results of each formal observation are reviewed with the member during the post-observation conference.

### **Evaluation STEP 3C Post-Conference: Reflection, Reinforcement, and Refinement**

The purpose of the post-observation conference is to provide reflection and feedback on the observed activity and to identify strategies and resources for the employee to incorporate into their practice to increase effectiveness. Following the activity, the employee reflects on how the professional responsibilities were met. Professional conversations between the evaluator and the employee during the post-conference will provide the feedback on the observed activity, and may identify additional strategies and resources.

In general, the discussion between the evaluator and the professional needs to focus on how successful the activity was (reinforcement), and areas needing further support (refinement). Employees may bring additional evidence that supports the activity observed to share with the evaluator at the conference. The evaluator may consider these as evidence to support the employee's performance.

The post-conference should be typically occur within seven (7) calendar days of the formal observation. The employee and evaluator will set a time for the post-conference to take place, and revise this scheduled date and time as needed if the post-conference is not conducted as originally planned. Any such extension will be noted on the Other Certified Professionals Observation Form.

#### **Evaluation STEP 4. Informal Observation(s)**

Informal observations are less than 30 minutes but at least 15 in duration . These may occur frequently and may be unannounced. The purpose of the informal observation is to provide targeted evidence-based feedback to the employee in areas such as professional practice, communication, organization and compliance with job-specific requirements. Informal observations may be general in nature or focused on observing a specific aspect of service delivery.

Evaluators are required to complete a minimum of two informal observations - one before and one after the Mid-Year Review - and document using the Informal Observation for Other Certified Employees. The informal observation will provide feedback to the employee which may be in the form of an informal discussion or reflective dialogue.

#### **Evaluation STEP 5. Mid-Year Review of Plan DEADLINE: January 30th**

The Mid-year Review provides an opportunity for members and evaluators to engage in collaborative, transparent conversations as they discuss evidence and build a common understanding of the member's practice to-date. Discussion will focus on:

- Progress on the member's Growth/Improvement Plan.
- Opportunities for growth.

The Mid-Year Review Conference will be documented using the Growth/Improvement Plan Report.

The member and the evaluator will set a time for the Mid-Year Review Conference to occur, and revise this scheduled date and time as needed if the Mid-Year Review Conference is not conducted as originally planned. The Mid-Year Review Conference is to be completed not later than January 30th of each year.

#### **Evaluation STEP 6 Final Summative Rating DEADLINE: May 1st**

The employee's final summative evaluation will be based upon a holistic rating using evidence gathered through formal observations, Informal Observations, Mid-year review, and progress on Professional Growth/Improvement Plan. Employees will be rated in one of four categories: Advanced, Proficient, Developing, or Ineffective.

The employee and evaluator will set a time for the Final Summative Evaluation Conference to take place, and revise this scheduled date and time as needed if the Final Summative Evaluation Conference is not conducted as originally planned. The Final Summative Evaluation Review Conference shall be completed by May 1st and written report shall be completed and documented not later than May 10th of each year.

## **TEACHER RETESTING AND PROFESSIONAL DEVELOPMENT**

Each year, beginning with the 2015-2016 school year, each classroom teacher who is currently teaching in a core subject area and has received a rating of *Ineffective* on the evaluations for two of the three most recent school years is required to register for and take all written examinations of content knowledge selected by the Department of Education as appropriate to determine expertise to teach that core subject area and the grade level to which the teacher is assigned.

- If a teacher passes an 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.
- If the teacher receives a rating of *Ineffective* on the teacher's next evaluation after completion of the professional development, or the teacher fails to complete the professional development, it shall be grounds for termination of the teacher under section 3319.16 of the Revised Code.
- If a teacher who takes an examination, passed 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.

The board of education may use the results of a teacher's examinations in developing and revising professional development plans and in deciding whether or not to continue employing the teacher. 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.

### **Retention and Promotion Decisions/Removal of Poorly Performing Teachers**

It is the purpose of this Standards-Based Teacher Evaluation procedure to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e. retention, promotion of teachers, renewal of contracts, and the removal/non-renewal of poorly performing teachers.

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Painesville City Teachers' Association.

## **CONTRACT LANGUAGE**

### **4.0211 TEACHER EVALUATION**

A. **ENTITLEMENT** - Teacher and Other Certified Professional evaluations will be done in accordance with the OTES document delineated in Appendix D. The evaluation system, procedures, and all forms as outlined in Appendix D will be strictly adhered to and uniformly applied throughout the district in a non-discriminatory manner. The Board will not be required to evaluate long-term substitutes.

B. **DUE PROCESS** - Nothing herein is intended to deny any right contained in RC 3319.11 or 3319.111 regarding limited contract status.

A teacher who does not have evaluation procedures applied in compliance with section 3319.111 of the Revised Code or who does not receive notice on or before June 1 of the intention of the board not to reemploy the teacher is presumed to have accepted employment unless the teacher notifies the board in writing to the contrary on or before June 15.

C. **TENURED TEACHERS** - Tenured teachers will be governed by the procedures and rights as specified in RC 3319.111 regarding contract employment and termination.

D. **REVIEW COMMITTEE FOR STANDARDS-BASED EVALUATION PROCESSES** - A committee of three (3) bargaining unit members appointed by the PCTA President, and three (3) administrators appointed by the Superintendent shall meet on an annual basis to review the Standards-Based Evaluation System including:

1. Allocation of Student Growth Measures (Approved Vendor Assessments, SLO's, and Shared Attribution).
2. Incorporation of new legislation into the current procedures.
3. Structure and function of SLO Review Committee.
4. Approval of list of external evaluations not later than September 30, 2013, and June 30<sup>th</sup> thereafter.

E. **SLO REVIEW COMMITTEE.**

F. **NOTICE OF INTENT TO NOT RE-EMPLOY** - Treasurer/CFO issues a written notice of Board's action to not re-employ by personal service and/or certified mail so that teacher actually receives notice by June 1.

**GRIEVANCE FORM**

STEP \_\_\_\_\_ DATE \_\_\_\_\_

GRIEVANT \_\_\_\_\_ SCHOOL \_\_\_\_\_

STATEMENT OF GRIEVANCE: (Relate this to Section A of the Grievance Procedure)

BASIS OF GRIEVANCE: (State the activities, actions, and dates that are the basis for the grievance)

ACTION REQUESTED:

\_\_\_\_\_  
Signature of Grievant

**OUT-OF-POCKET REIMBURSEMENT FOR CLASSROOM MATERIALS**  
**TEACHER'S REIMBURSEMENT FORM**

NAME \_\_\_\_\_  
 School Year \_\_\_\_\_  
 School Building \_\_\_\_\_

Treasurer's Office Use Only

Vendor Number	
PO Number	
Acct. Code	

Per negotiated agreement, each certificated staff member will be reimbursed for out-of-pocket expenses up to two hundred dollars (\$200.00) each year for classroom materials. Reimbursements will be made no more than two times per year (upon submission of original receipts attached to this form). Submit this form and two (2) xerox copies to your building principal by December 2 for July 1 through November 30 receipts and May 1 for December 1 through April 30 receipts.

Please list each receipt attached:

AMOUNT AVAILABLE FOR REIMBURSEMENT		\$
VENDOR	DESCRIPTION OF ITEMS	COST
TOTAL		\$

Attached receipts (originals only) in listed order. Do not include sales tax. Dates of receipts must be between July 1 and April 30 of the current school year. Reimbursements will be made no more than two times per year and cannot exceed \$200 or allocated amount. Items are to be consumable instructional supplies and materials only--DOES NOT INCLUDE EQUIPMENT. Items become the property of the Painesville City Local School District and cannot be transferred to another location without permission of the Superintendent or designee. All receipts must be originals (not xerox) and must include the name of the vendor, the date of the sale, the description of the item(s) purchased, the individual and total item prices.

\_\_\_\_\_  
 Signature of Staff Member Applying for Reimbursement

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Principal's Approval

\_\_\_\_\_  
 Date

Please allow 15 working days for processing. Xerox this form as needed.  
 Original - Treasurer's Office with receipts  
 Copy - Teacher  
 Copy - Principal

**LAKE COUNTY**  
**TEACHER'S PROFESSIONAL RECORD UPDATE**

APPENDIX G

School Year \_\_\_\_\_

School Name \_\_\_\_\_

School Address \_\_\_\_\_

Name \_\_\_\_\_ Social Security # \_\_\_\_\_  
                     Last                                      First                                      Middle

Home Address \_\_\_\_\_ Telephone \_\_\_\_\_

**PLEASE COMPLETE ALL BLANKS**

PRESENT TEACHING SERVICE

District	Name of School	Grades/Subjects Taught

Instructions: Graduate and Undergraduate Study - **Update from your previous year's Professional Record**

ADDITIONAL GRADUATE STUDY

Name of College or University	Location (City, County and State)	Dates of Study	Date of Degree	Degree	Semester Hours of Graduate Credit

TOTAL ADDITIONAL HOURS \_\_\_\_\_

ADDITIONAL UNDERGRADUATE STUDY - Summer, Extension & Correspondence  
(not included above)

Name of College or University	Location (City, County and State)	Dates of Study	Term in Weeks	Sem. Hrs. Earned	Names of Courses

TOTAL ADDITIONAL HOURS \_\_\_\_\_

\_\_\_\_\_ **I will/have complete(d) requirements to be eligible for a Professional Certificate/License at the completion of the current contract year.**

At the present time I have (circle one)	A - Diploma	B - Bachelor's	C - Master's
	D - Doctorate	E - Educational Specialist	

**APPLICATION FOR USE OF SICK LEAVE**

Employee's Name \_\_\_\_\_ Date \_\_\_\_\_

School Assignment \_\_\_\_\_ Number of Requested Sick Leave Days \_\_\_\_\_

The undersigned says that he is hereby making application for the use of sick leave as provided in Section 3319.141 O.R.C. that the use of such sick leave is justified for the following reason:

- 1. \_\_\_\_\_ Personal Illness \_\_\_\_\_
- 2. \_\_\_\_\_ Personal Injury \_\_\_\_\_
- 3. \_\_\_\_\_ Illness or Injury in immediate family \_\_\_\_\_
- 4. \_\_\_\_\_ Death in immediate family \_\_\_\_\_
- 5. \_\_\_\_\_ Other \_\_\_\_\_

I hereby request \_\_\_\_\_ day(s) sick leave \_\_\_\_\_ date(s) included

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

**IF MEDICAL ATTENTION IS REQUIRED**

Section 3319.141 O.R.C. reads: "...If medical attention is required, the employee's statement will list the name and address of the attending physician and the dates when he was consulted."

\_\_\_\_\_  
Name of Physician

\_\_\_\_\_  
Dates Consulted

\_\_\_\_\_  
Address of Physician

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

**PAID PERSONAL LEAVE FORM**

Please submit completed form to your building principal or immediate supervisor not less than 48 hours in advance of the requested leave, except in the case of an emergency. A copy of this form will be returned to you indicating approval or disapproval.

\_\_\_\_\_  
Employee's Name

Date \_\_\_\_\_

\_\_\_\_\_  
School

Date(s) of requested personal leave:

\_\_\_\_\_, 20\_\_\_\_ All Day \_\_\_\_\_  
A.M. \_\_\_\_\_  
P.M. \_\_\_\_\_

Please check below the reason for such personal leave:

- 1. \_\_\_\_\_ Religious holiday.
- 2. \_\_\_\_\_ Personal business matters that cannot be taken care of outside school hours.
- 3. \_\_\_\_\_ Attendance at set graduation ceremonies in the immediate family.
- 4. \_\_\_\_\_ A son, daughter, spouse, or other person residing in the employee's household leaving for military service or college as a freshman.
- 5. \_\_\_\_\_ Weddings of the employee or in his or her immediate family.
- 6. \_\_\_\_\_ Attending funerals not covered in the Bereavement Leave Policy.
- 7. \_\_\_\_\_ Attendance at ceremonies where the employee or his/her immediate family is receiving an award of major significance.
- 8. \_\_\_\_\_ Appointments required by academic programs or educational requirements.
- 9. \_\_\_\_\_ Emergencies affecting the employee or a member of his/her immediate family.
- 10. \_\_\_\_\_ Moving from one residence to another.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Principal's Signature/Date

\_\_\_\_\_  
Superintendent's Signature/Date



REQUEST FOR BEREAVEMENT LEAVE

Please fill in both forms and submit to your building principal or immediate supervisor when attending the funeral of a relative in your immediate family (father, mother, sister, brother, spouse, children, father-in-law, mother-in-law, grandparent, grandchild, or any other relative living in the same household).

Date \_\_\_\_\_

I hereby request \_\_\_\_\_ (date/dates) for Bereavement Leave.

Name of Relative and Relationship \_\_\_\_\_

Signed \_\_\_\_\_  
Applicant

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

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

\*\*\*\*\*

REQUEST FOR BEREAVEMENT LEAVE

Date \_\_\_\_\_

I hereby request \_\_\_\_\_ (date/dates) for Bereavement Leave.

Name of Relative and Relationship \_\_\_\_\_

Signed \_\_\_\_\_  
Applicant

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

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

**REQUEST FOR SABBATICAL LEAVE FORM**

Name \_\_\_\_\_

Number of years of service in the District \_\_\_\_\_ years

Date of requested leave From \_\_\_\_\_

To \_\_\_\_\_

Assignment (Position) prior to leave \_\_\_\_\_

Teaching Certification \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

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

\_\_\_\_\_

**ADMINISTRATIVE ACTION**

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

**REQUEST FOR PARENTAL LEAVE FORM**

Name \_\_\_\_\_

Date of requested leave From \_\_\_\_\_

To \_\_\_\_\_

Reason for requested leave

1. Pregnancy \_\_\_\_\_

Expected Date of Birth \_\_\_\_\_

2. Adoption \_\_\_\_\_

Expected Date of Custody \_\_\_\_\_

3. Become a parent by reason  
of pregnancy of his spouse \_\_\_\_\_

Expected Date of Birth \_\_\_\_\_

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

\_\_\_\_\_  
Date

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**ADMINISTRATIVE ACTION**

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

**MEDICAL LEAVE REQUEST FORM**

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

\_\_\_\_\_  
School

I hereby request medical leave pursuant to the Agreement.

Date of requested leave \_\_\_\_\_

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

**ADMINISTRATIVE ACTION**

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

**PHYSICIAN'S STATEMENT**

Any medical leave of absence, whether requested or otherwise, must have a physician's statement submitted within thirty (30) days.

\_\_\_\_\_  
Name of Physician

\_\_\_\_\_  
Dates Consulted

\_\_\_\_\_  
Address of Physician

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



This form must be completed within 24 hours of injury. If claimant is unable to do so, then Supervisor or Administrator must complete the form.

APPENDIX P

**PAINESVILLE CITY LOCAL SCHOOL DISTRICT  
INITIAL INJURY REPORT**

Name \_\_\_\_\_ Social Security No. \_\_\_\_\_

Date of injury \_\_\_\_\_ Date reported to and whom \_\_\_\_\_

Age \_\_\_\_\_ Sex \_\_\_\_\_ Position \_\_\_\_\_ Bldg. \_\_\_\_\_

Where did injury occur? \_\_\_\_\_

Describe injury in detail \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What caused injury? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Was first aid required? \_\_\_\_\_

Was hospital/doctor treatment required? \_\_\_\_\_

Will injury cause loss of time? \_\_\_\_\_ For how long? \_\_\_\_\_

When is employee expected to return to work? \_\_\_\_\_

Name of provider giving initial treatment \_\_\_\_\_

Name(s) of any witnesses \_\_\_\_\_

What has been done to prevent a recurrence? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CLAIMANT'S VERIFICATION: I, the undersigned, do hereby verify that the above information is a true account of my work-related injury, which occurred on \_\_\_\_\_ (date).

\_\_\_\_\_  
Signature Date

SUPERVISOR'S CERTIFICATION (OR ADMINISTRATOR): I certify that the above claim occurred as reported and I was notified immediately.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Superintendent's Signature/Date Treasurer's Signature/Date

**ASSOCIATION LEAVE FORM**

Date \_\_\_\_\_

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
School

I hereby request Association Leave pursuant to the provisions of the Agreement on

\_\_\_\_\_, 20\_\_\_\_\_  
Month Day(s)

\_\_\_\_\_  
Employee's Signature Date

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

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**ADMINISTRATIVE ACTION**

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

# PROFESSIONAL VISIT REQUEST FORM

APPENDIX R

**MUST BE SUBMITTED AT LEAST TWO WEEKS  
PRIOR TO DATE OF PROFESSIONAL VISIT**

Press firmly with ballpoint pen

NAME: \_\_\_\_\_ SCHOOL: \_\_\_\_\_

I wish to attend the following:

MEETING: \_\_\_\_\_ DATES: \_\_\_\_\_

LOCATION: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

<b>SUBSTITUTE NEEDED:</b>
_____ AM
_____ PM
_____ FULL DAY
_____ NONE

<b>EXPENSES</b>	
<i>(Paid directly by the Board via check or using Board issued credit card)</i>	
<b>Registration Cost</b> <i>(Please attach original, completed registration form.)</i>	\$ _____
<b>Accommodations</b> # of nights _____ x rate \$ _____ <i>(Use your Board Visa card &amp; obtain a tax exemption certificate from the Treasurer's Office before you go. Receipt must be forwarded to the Treasurer's office upon your return)</i>	\$ _____
<b>Transportation: airfare, parking/shuttle</b>	\$ _____

Office use only
Regist. Form _____
PO # _____
Mtg. Agenda _____
Hotel: _____
VisaPO# _____
Tax Ex. Form _____
Receipt _____
Cert. of Attendance Received _____

<b>REIMBURSABLE EXPENSES</b>	
<i>(DO NOT USE BOARD ISSUED CREDIT CARD FOR THESE EXPENSES)</i>	
<b>Meals</b> <i>(per PCTA &amp; OAPSE agreement; see language on back of pink copy)</i>	
<b>Please attach the meeting agenda</b>	
Daily Allowance (if meal is not provided) @ \$10.00 x _____ days =	\$ _____
Overnight/Multiple Day (if meal is not provided)	
Additional Allowance @ \$25.00 x _____ days =	\$ _____
<b>Mileage:</b> _____ miles @ _____ ¢ per mile =	\$ _____
<i>Expense Reimbursement Form is provided on back of employee copy</i>	

<b>TOTAL ESTIMATED COST</b>	<b>\$ _____</b>
-----------------------------	-----------------

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

Date \_\_\_\_\_

Assistant Superintendent's Approval \_\_\_\_\_

Date \_\_\_\_\_

**CODING TO BE COMPLETED BY AUTHORIZING ADMINISTRATOR**

CODE	TI	FUND	FUNCTION	OBJECT	SPEC. COST CTR	SUBJECT	OPER. UNIT	INST. LEVEL	JOB

Forward request with attachments to the attention of the Assistant Superintendent.

WHITE—Treasurer

YELLOW—Personnel File

PINK—Employee

PAINESVILLE CITY LOCAL SCHOOLS  
EXPENSE REPORT

APPENDIX S

**Return completed form to the Treasurer's office**

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

**REIMBURSABLE EXPENSES INCURRED**

**YOU MUST ATTACH A COPY OF THE CERTIFICATE OF ATTENDANCE FOR THIS MEETING IN ORDER TO BE REIMBURSED FOR YOUR EXPENSES**

<i>*Only if van is not available</i> MILEAGE _____ miles @ _____ ¢/per mile	\$
MEALS (If not provided) Single day – Lunch @ \$10.00 Overnight/Multiple days – Lunch @ \$10.00, Dinner @ \$25.00	\$
OTHER EXPENSES: <i>(itemize and attach receipts)</i>	\$
<b>GRAND TOTAL EXPENSES</b>	\$

*PCTA agreement section 6.1203C and the OAPSE agreement section 6.0705C*

Procurement of necessary arrangements shall be the responsibility of the member through procedures consistent with policies of the Board of Education including but not limited to conference registration, overnight accommodations (if necessary) and transportation/parking.

If meals are not provided as part of the meeting, members will receive an allowance of \$10.00 per day. If overnight stay is necessary and meals are not provided as part of the meeting, members will receive an additional \$25.00 per night for a maximum allowance of \$35.00 per day. **Such payments shall be made as a reimbursement directly to the member in the form of after tax compensation.**

**ASSAULT LEAVE REQUEST FORM**

Employee Assaulted \_\_\_\_\_ Home Phone \_\_\_\_\_

Date (of assault) \_\_\_\_\_ Time \_\_\_\_\_ a.m. / p.m.

Building \_\_\_\_\_ Assignment \_\_\_\_\_

Name(s) of perpetrator(s) \_\_\_\_\_

Student                       Parent                       Other

Witness(es) \_\_\_\_\_

Incident Location \_\_\_\_\_

School Official Notified \_\_\_\_\_ Title \_\_\_\_\_  
Date \_\_\_\_\_

Incident was also reported to     Police     Juvenile Authorities     Worker's Comp

Briefly describe incident \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Action taken by             School             Police             Juvenile Authorities

Describe action taken \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**COMPENSATORY TIME SHEET**

NAME \_\_\_\_\_

POSITION \_\_\_\_\_

BUILDING \_\_\_\_\_

\_\_\_\_\_  
Building Administrator's Signature

DATE	TIME WORKED (Start/End)	TOTAL

Reason for Comp Time: \_\_\_\_\_  
\_\_\_\_\_

Authorized by \_\_\_\_\_

Date \_\_\_\_\_

**IEP Reimbursement Form**

Employee \_\_\_\_\_ Building \_\_\_\_\_

	Student Names	Date of IEP
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

	Out of District Students	Date of IEP
1		
2		
3		
4		
5		

Teachers will be reimbursed at \$50.00 per IEP over twelve (12). Teachers will be reimbursed \$50.00 per IEP written for a student out of the district.

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_

Director of Special Education \_\_\_\_\_ Date \_\_\_\_\_

TEACHER NAME \_\_\_\_\_

BUILDING \_\_\_\_\_

**ELEMENTARY SCHOOL ONLY**

# OF TYPICAL STUDENTS \_\_\_\_\_

# OF ELL STUDENTS \_\_\_\_\_  
services and /or fully mainstreamed

# OF SPECIAL ED STUDENTS \_\_\_\_\_  
services

***To be completed by Principal:***  
TOTAL \_\_\_\_\_

**ADJUSTED TOTAL** \_\_\_\_\_

**Principal Signature** \_\_\_\_\_

**HIGH SCHOOL AND MIDDLE SCHOOL ONLY**

# OF SECTIONS \_\_\_\_\_

***FOR EACH SECTION, INSERT THE NUMBER OF STUDENTS:***

TYPICAL STUDENTS	ELL STUDENTS	SPED STUDENTS	TOTAL	ADJ TOTAL
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**Principal Signature** \_\_\_\_\_

**Painesville City Local School District  
Insurance Benefits**

APPENDIX X



**Lake County Schools Council  
SuperMed Plus  
Plan 1**



<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	19 Dependent / 25 Student Removal upon End of Month	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$500 / \$1,000	\$1,000 / \$2,000
Coinsurance	80%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$2,000 / \$4,000	\$4,000 / \$8,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury)	80% after deductible	60% after deductible
Urgent Care Office Visit	80% after deductible	60% after deductible
<i>Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine HPV, Influenza, VSV, Hepatitis B, MMR and Pneumococcal Polysaccharide are covered services)</i>	<i>80% after deductible</i>	<i>60% after deductible</i>
<b>Routine Services</b>		
Routine Physical Exam (Ages nine and over, one per benefit period)	100%	50%
Well Child Care Services including Exam and Immunizations (To age one, limited to a \$1,000 maximum; Ages one to nine, limited to a \$300 maximum per birth year)	100%	50%
Well Child Care Laboratory Tests (To age nine)	100%	50%
Routine Mammogram (One per benefit period)	100%	50%
Routine Pap Test (One per benefit period)	100%	50%
Routine Exam associated with Pap Test (Ages nine and over, one per benefit period)	100%	50%
Routine Prostate Specific Antigen (PSA)	100%	50%
Routine Endoscopies (Ages nine and over)	100%	50%
Routine Labs, X-Rays & Medical Tests (Ages nine and over)	100%	50%
<b>Outpatient Services</b>		
Surgical Services	80% after deductible	60% after deductible
Diagnostic Services	80% after deductible	60% after deductible
Physical and Occupational Therapy - Facility and Professional (40 visits per benefit period)	80% after deductible	60% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	80% after deductible	60% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	80% after deductible	60% after deductible

Cardiac Rehabilitation	80% after deductible	60% after deductible
Emergency use of an Emergency Room <sup>2</sup>	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room <sup>3</sup>	\$75 copay, then 80%	60% after deductible
<b>Inpatient Facility</b>		
Semi-Private Room and Board	80% after deductible	60% after deductible
Maternity	80% after deductible	60% after deductible
Skilled Nursing Facility (100 days per benefit period)	80% after deductible	60% after deductible
Organ Transplants	80% after deductible	60% after deductible
<b>Additional Services</b>		
Allergy Testing and Treatments	80% after deductible	60% after deductible
Ambulance	80% after deductible	60% after deductible
Durable Medical Equipment	80% after deductible	60% after deductible
Home Healthcare	80% after deductible	60% after deductible
Hospice	80% after deductible	60% after deductible
Private Duty Nursing	80% after deductible	60% after deductible
<b>Mental Health and Substance Abuse - Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	<b>Benefits paid are based on corresponding medical benefits</b>	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

<sup>2</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

<sup>3</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



**Lake County Schools Council  
SuperMed Plus  
Plan 2**



<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	19 Dependent / 25 Student Removal upon End of Month	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$250 / \$500	\$500 / \$1,000
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,000 / \$2,000	\$2,000 / \$4,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury)	90% after deductible	70% after deductible
Urgent Care Office Visit	90% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine HPV, Influenza, VSV, Hepatitis B, MMR and Pneumococcal Polysaccharide are covered services)	90% after deductible	70% after deductible
<b>Routine Services</b>		
Routine Physical Exam (Ages nine and over, one per benefit period)	100%	50%
Well Child Care Services including Exam and Immunizations (To age one, limited to a \$1,000 maximum; Ages one to nine, limited to a \$300 maximum per birth year)	100%	50%
Well Child Care Laboratory Tests (To age nine)	100%	50%
Routine Mammogram (One per benefit period)	100%	50%
Routine Pap Test (One per benefit period)	100%	50%
Routine Exam associated with Pap Test (Ages nine and over, one per benefit period)	100%	50%
Routine Prostate Specific Antigen (PSA)	100%	50%
Routine Endoscopies (Ages nine and over)	100%	50%
Routine Labs, X-Rays & Medical Tests (Ages nine and over)	100%	50%
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical and Occupational Therapy - Facility and Professional (40 visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room <sup>2</sup>	\$50 copay, then 100%	
Non-Emergency use of an Emergency Room <sup>3</sup>	\$50 copay, then 90%	70% after deductible

<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
<b>Mental Health and Substance Abuse - Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	<b>Benefits paid are based on corresponding medical benefits</b>	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

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<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

<sup>2</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

<sup>3</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



**Lake County Schools Council  
SuperMed Plus  
Plan 3**



<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	19 Dependent / 25 Student Removal upon End of Month	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$100 / \$200	\$200 / \$400
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$500 / \$1,000	\$1,000 / \$2,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	\$15 copay, then 100%	70% after deductible
Urgent Care Office Visit	90% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine HPV, Influenza, VSV, Hepatitis B, MMR and Pneumococcal Polysaccharide are covered services)	90% after deductible	70% after deductible
<b>Routine Services</b>		
Routine Physical Exam (Ages nine and over, one per benefit period)	100%	50%
Well Child Care Services including Exam and Immunizations (To age one, limited to a \$1,000 maximum; Ages one to nine, limited to a \$300 maximum per birth year)	100%	50%
Well Child Care Laboratory Tests (To age nine)	100%	50%
Routine Mammogram (One per benefit period)	100%	50%
Routine Pap Test (One per benefit period)	100%	50%
Routine Exam associated with Pap Test (Ages nine and over, one per benefit period)	100%	50%
Routine Prostate Specific Antigen (PSA)	100%	50%
Routine Endoscopies (Ages nine and over)	100%	50%
Routine Labs, X-Rays & Medical Tests (Ages nine and over)	100%	50%
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical and Occupational Therapy - Facility and Professional (40 visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room <sup>3</sup>	\$50 copay, then 100%	
Non-Emergency use of an Emergency Room <sup>4</sup>	\$50 copay, then 90%	70% after deductible

<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
<b>Mental Health and Substance Abuse - Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	<b>Benefits paid are based on corresponding medical benefits</b>	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

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<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

<sup>4</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



**Lake County School Consortium  
Painesville City Schools  
Vision**

<b>Benefits</b>	
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>
Dependent Age Limit	23 Dependent / 23 Student Removal upon Birth Date
<b>Examinations</b>	<b>One per benefit period</b>
Vision Examinations	100% UCR
<b>Frames</b>	<b>One per benefit period</b>
Basic Frames	100% UCR
<b>Prescription Lenses</b>	<b>One per benefit period</b>
Single Vision Lenses	100% UCR
Bifocal Lenses	100% UCR
Trifocal Lenses	100% UCR
Lenticular Lenses	100% UCR
<b>Contacts In Lieu of Lenses</b>	<b>One per benefit period</b>
Medically Necessary	100% UCR
Cosmetic	\$75 per pair

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

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Lake County School Consortium  
Painesville City Schools  
Traditional Dental  
*With Orthodontia*

<b>Benefits</b>	
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>
Dependent Age Limit	23 Dependent / 25 Student Removal upon End of Month
Benefit Period Maximum (per member)	\$1,500
Benefit Period Deductible (Single / Family)	\$25 / \$75
Orthodontic Lifetime Maximum (per eligible dependent up to age 25)	\$1,000
<b>Preventive Services</b>	
Oral Exams – two per 12 months	100% UCR
Bite Wing X-Rays – two sets per 12 months	100% UCR
Prophylaxis (cleaning) – two per 12 months	100% UCR
Fluoride Treatment – one treatment per 12 months, limited to dependents up to age 19	100% UCR
Lab Tests	100% UCR
Sealants – limited to dependents up to age 14	100% UCR
Space Maintainers- limited to eligible dependents up to age 19	100% UCR
Emergency Palliative Treatment – includes emergency oral exam	100% UCR
<b>Restorative Services</b>	
Consultations and Other Exams by Specialist	80% UCR after deductible
Diagnostic X-Rays	80% UCR after deductible
Full Mouth X-Rays / Panorex – one per 36 months	80% UCR after deductible
Minor Restorative Services	80% UCR after deductible
Endodontics/Pulp Services	80% UCR after deductible
Periodontal Services	80% UCR after deductible
Repairs, Relines & Adjustments of Prosthetics	80% UCR after deductible
Simple Extractions	80% UCR after deductible
Impactions	80% UCR after deductible
Minor Oral Surgery Services	80% UCR after deductible
General Anesthesia	80% UCR after deductible
<b>Complex Services</b>	
Gold Foil Restoration	50% UCR after deductible
Inlays, Onlays – one every five years	50% UCR after deductible
Crowns – one every five years	50% UCR after deductible
Bridgework (Pontics & Abutments) – one every five years	50% UCR after deductible
Partial and Complete Dentures – one every five years	50% UCR after deductible

<b>Benefits</b>	
<b>Orthodontic Services</b>	
Orthodontic Diagnostic Services	50% UCR
Minor Treatment for Tooth Guidance	50% UCR
Minor Treatment for Harmful Habits	50% UCR
Interceptive Orthodontic Treatment	50% UCR
Comprehensive Orthodontic Treatment	50% UCR

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

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