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STATE EMPLOYMENT
RELATIONS BOARD

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MASTER CONTRACT

between the

**PAINT VALLEY LOCAL
TEACHERS' ASSOCIATION**

and the

**PAINT VALLEY LOCAL
SCHOOL DISTRICT
BOARD OF EDUCATION**

July 1, 2013 through June 30, 2016

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ARTICLE I – AGREEMENT

This agreement is the collective bargaining agreement between the Paint Valley Local School District Board of Education (“the Board”) and the Paint Valley Local Teachers Association (the “Association”).

ARTICLE II – RECOGNITION AND BARGAINING PROCEDURES

- 2.01 A. The Board recognizes the Paint Valley Local Teachers Association as the sole and exclusive bargaining agent for the “bargaining unit” for the period beginning July 1, 2008 and ending June 30, 2010. The bargaining unit is composed of all certified classroom teachers and extra service personnel, whether under contract, or on leave, employed by the Board. The Superintendent, Assistant Superintendent, Principals and Assistant Principals are excluded from the unit.
- B. Recognition of the Association as the exclusive representative of members of the bargaining unit shall be for the term of this written contract without challenge as provided for in Section 4117.04(A) and 4117.05(B) of the Ohio Revised Code. During the period of time from 90 to 120 calendar days prior to the expiration of this agreement, teachers, a group of teachers or any individual or employee organization acting on their behalf, may file a petition with the State Employment Relations Board with the support of 30% of the teachers alleging that the Association is no longer the representative of a majority of the teachers in the bargaining unit.
- C. Nothing in this Agreement shall be construed to prohibit a unit member the right to form, join, assist, or participate in or refrain from forming, joining, assisting or participating in any employee organization of his/her own choosing.
- D. The Board of Education is an equal opportunity employer and will continue to abide by all state and federal equal employment laws. Likewise, the Association will continue to abide by all state and federal equal employment laws.
- 2.02 Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it and/or the Superintendent by section 4117.08(C)(1)(9) of the Ohio Revised Code. The Board’s and Superintendent’s exercise of the foregoing management rights requires neither prior negotiation with nor agreement of the Association.
- 2.03 A. Either party desiring to terminate, modify, or negotiate a successor collective bargaining Agreement shall serve written notice of that fact upon the other party. The initiating party must serve the notice no later than sixty (60) days prior to the expiration of the existing Agreement.

- B. The initiating party will offer to bargain collectively with the other party of the purpose of modifying or terminating the existing Agreement, or negotiating a successor Agreement; and will notify the State Employment Relations Board (SERB) of the offer by serving upon SERB a copy of the written notice to the other party and a copy of the existing collective bargaining Agreement.
 - C. Within twenty (20) days of the request, or another mutually agreeable date, the parties shall meet and submit full proposals in writing for consideration. No additional items may be added in future meetings without mutual consent.
 - D. The collective bargaining representatives of each party shall consist of no more than five (5) individuals.
 - E. The duty to bargain between the Board and the Association shall be limited to all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining Agreement.
 - F. The Board and the Association, upon specific written request from the other, shall furnish information in existing form within a reasonable time from the request that reasonably may be expected to assist the requesting party in making a proposal, a counter proposal or a response to a proposal which is a legitimate subject of bargaining.
 - G. As discussion items receive tentative agreement, they shall be reduced to writing and initialed by each party. Until all discussion meetings are completed, prior to or during each meeting, there shall be a mutually agreed time, place and date for the next meeting.
 - H. The duty to bargain in good faith is defined by Section 4117.01(E) of the Revised Code.
 - I. "Days" when used in this Article means Calendar days.
- 2.04 When tentative agreement is reached on the proposed complete contract, it shall be submitted to the Board of Education and Association for formal approval. Both parties agree to act on formal approval within ten (10) days of the conclusion of discussion. When the Board and the Association vote favorably on formal approval, such action shall become part of the official minutes of the Board and become a supplemental amendment.
- 2.05 In the event an agreement is not reached within sixty (60) days, through negotiations, after full consideration of proposals and counterproposals, either party may declare impasse on those issues yet unresolved. If impasse is declared, the parties will mutually request assistance from the Federal Mediation and Conciliation Service in the form of a mediator. The mediator shall act in such capacity until one or both parties decide otherwise, or until agreement is reached. This procedure is in lieu of provisions

contained in Section 4117.14 of the Ohio Revised Code but does not waive the Association's right to proceed in accordance with the provisions of Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code.

ARTICLE III – GRIEVANCE PROCEDURE

3.01 The following definition and terms apply to this Article:

- A. The word “day” or “days” means scheduled teacher workdays during the regular school year. During the summer and Christmas and Easter vacation, it shall mean week days.
- B. A “grievance” is a claim that the Board or an administrator has violated, misinterpreted or misapplied a specific and express term of this written Agreement.
- C. An individual grievance shall be initiated by the teacher so aggrieved.
- D. A “group” grievance may be initiated by the Association on its own behalf, only with majority approval of the Association’s executive committee. Each executive committee member shall sign the appropriate grievance form to indicate majority approval.
- E. If the grievant fails to file a written grievance or to appeal a grievance to the next step by the stated deadlines, then the grievance shall be considered waived.
- F. If an administrator fails to hold a meeting or to respond to a grievance by the stated deadline, the grievant is automatically entitled to an appeal to the next step.
- G. A teacher may be accompanied at any stage of the grievance procedure by a representative of his or her choice. If the representative is an organizational representative, it shall only be from the Paint Valley Local Teachers Association (PVLTA).
- H. A teacher may present grievances and have them adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect as long as an Association representative has the opportunity to be present at any meeting (excluding Step One) at which the adjustment might occur. The Association representative may be present but shall not participate in the meeting at which the adjustment occurs unless requested by the teacher who filed the grievance.
- I. Resolution of a grievance as provided exclusively herein at any level shall apply only to the stated grievance.

J. Nothing contained in this Article shall be construed as limiting the individual rights of a teacher who has a complaint or problem to discuss the matter informally with members of the administration.

K. This procedure shall be the sole and exclusive method for resolving disputes under this Agreement.

3.02 The following procedure will be used in processing a grievance:

A. STEP ONE: The grievant must first informally attempt to resolve the grievance by discussing it in a meeting with his or her building principal.

B. STEP TWO: If the grievant is not satisfied with the informal attempt to resolve the grievance, the grievant must submit the grievance in writing on an appropriate grievance form to the building principal. The written grievance must state the name of the grievant, the specific condition or occurrence on which the grievance is based, the date or dates of the occurrence of the conduct or condition on which the grievance is based, the particular article and section of this agreement which the grievant claims has been violated, and the specific relief sought. In the case of a "group" grievance initiated by the Association, the written grievance must list the teachers claimed to be affected, or, if a grievance is claimed to affect all teachers, the written grievance must so state. A teacher not listed on the written group grievance may receive the benefit from the resolution of that grievance if he or she can establish during the procedure thereon that he/she was affected by the claimed violation in the same manner as those teachers on the original list. The written grievance must be filed with the building principal within thirty (30) days from the occurrence of the conduct or condition on which the grievance is based. The building principal shall respond to the grievance in writing within five (5) days of its submission to him.

C. STEP THREE: If the grievant is not satisfied with the building principal's disposition of the grievance, the grievant may appeal to the Superintendent by filing a written appeal of the grievance within five (5) days of the teacher's receipt of the Principal's response. The Superintendent shall hold a meeting with the teacher to discuss the grievance and its possible resolution within five (5) days of the submission of the notice of appeal. The Superintendent shall make his written response to the appeal within five (5) days of the meeting. A grievance which concerns a decision from the central office and which is not within the power of a building Principal to change may be submitted directly to the Superintendent at Step Three as the initial step. In such case the grievant must first informally attempt to resolve the grievance by discussing it in a meeting with the Superintendent.

D. STEP FOUR: If the grievant is not satisfied with the Superintendent's disposition of the grievance, the grievant may file a written appeal of the grievance with the Treasurer within five (5) days of the Superintendent's response. At a regular or

special meeting of the Board of Education within thirty (30) calendar days of the filing of the appeal to the Board, the Board of Education shall meet with the teacher in executive session for the teacher to explain his or her position and to argue in favor of a particular disposition of the grievance. Within ten (10) days of that meeting, the Board of Education shall send the teacher its written response to the grievance.

- E. STEP FIVE: If the grievant is not satisfied with the Board's disposition of the grievance, the grievant may, within five (5) days of receipt of the Board's written response under Step Four, make a written request to the Association that the grievance be submitted to arbitration. If the Association notifies the Board of its desire to arbitrate the grievance, the matter will be submitted to arbitration according to this paragraph. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association (AAA). Within five (5) days following receipt of the teacher's request for arbitration, the Superintendent or his/her designated representative and the teacher or his/her designated representative shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) names. A second list of seven (7) names may be requested by either party before the parties begin selecting an arbitrator by the alternative strike method. The cost of the second list shall be borne by the requesting party. An arbitrator shall be selected from the first or second list by the alternate strike method. Each party shall have three strikes. A toss of a coin shall determine who strikes first.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA. The arbitrator shall hold the necessary hearing as soon as possible. A hearing may not be scheduled during the regular school day unless the Board of Education consents to it. The decision shall be in writing and issued within thirty (30) days of the close of the hearing, after opportunity for post hearing briefs from both parties. A copy of the decision shall be sent to the grievant, the Superintendent, the Treasurer of the Board of Education and the Association. The decision shall be final and binding on all parties. The grievant and the Board shall divide the cost of the arbitrator equally.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining Agreement, nor add to, detract from or modify the language therein in arriving at his decision concerning any issue presented that is proper within the limitations expressed herein. Nor shall the arbitrator have any authority to rule contrary to the law of the State of Ohio. The arbitrator shall expressly confine himself/herself to the precise issue(s) strictly pertaining to the grievance submitted for arbitration. The Arbitrator is specifically prohibited from substituting the arbitrator's judgment for that of the evaluator. The Arbitrator may order reinstatement of a teacher only if the arbitrator finds that the nonrenewal of the teacher was clearly arbitrary, capricious

and without factual basis. Any such reinstatement shall be for a limited contract which shall not exceed the number of years to which the teacher would have been entitled if renewed.

ARTICLE IV – EVALUATION PROCEDURE

The Board authorizes and directs the Superintendent to work with the Paint Valley Local Education Association President to establish and maintain an ongoing Evaluation Policy Consultation Committee, for the express purpose of recommending necessary changes to the Board and Association for the appropriate revisions.

- 4.01 The Evaluation procedures set forth in this agreement follow statutory obligations established under Section 3319.111 and 3319.12 of the Ohio Revised Code and align to the framework for the evaluation of teachers developed under Section 3319.112 of the Ohio Revised Code. This procedure shall only apply to teachers working under a license issued under Sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code and spend at least fifty percent (50%) of their time providing student instruction.
- 4.02 For purposes of this policy, each “teacher” subject to evaluation will be evaluated by a person who:
- a. Meets the eligibility requirements under Section 3319.1119(D) of the Ohio Revised Code.
 - b. Holds a credential established by the Ohio Department of Education.
 - c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment.
 - d. Is an Administrator of the Paint Valley Local School District.
 - e. A qualified and credentialed evaluator cannot be a bargaining unit member and a bargaining unit member cannot evaluate another member.
- 4.03 Teachers on a one-year contract, or in the final year of a limited contract whom the employer intends to not recommend for renewal of their contract will be given the final summative rating as specified in Section 1 of this Article, with the exception that the evaluation must include a minimum of three (3) thirty (30)-minute formal observations along with at least two (2) walkthroughs. Teachers will be notified three to five days prior to a walkthrough. Walkthroughs will be from 5 to 15 continuous minutes.
- 4.04 Teachers who received a rating of “accomplished” on their most recent evaluation and who are not on a one-year contract or in the final year of a multi-year limited contract will be evaluated according to the process set forth in this Article every other year.

- 4.05 Formal observations shall not be scheduled the first or last week of school or the day before or after a school holiday.
- 4.06 A pre-observation conference shall be held within 10 workdays prior to each observation during which the scope of the observation shall be discussed.
- 4.07 A post-observation conference shall be held within 10 workdays following the final thirty (30)-minute formal observation during which areas of reinforcement and refinement shall be discussed.
- 4.08 If a teacher is rated ineffective, an Improvement Plan noting a desired level of performance, and including a specific plan of action and providing assistance with professional growth/development will be developed by the evaluator with input from the teacher, and shall be given in writing and provided to the teacher.

Teachers rated above ineffective will have input into the professional growth/development plan developed by their evaluator.

- 4.09 A follow-up observation will be held for teachers rated ineffective to assess the teacher's progress as contained in the Improvement Plan.
- 4.10 An Improvement Plan conference will be held within 10 workdays after his observation to discuss improvements and continuing deficiencies. Due dates for desired level of performance shall be noted on the Improvement Plan.
- 4.11 Poorly Performing Teachers shall be defined as a teacher who continues to receive an overall summative rating of ineffective after receiving an ineffective rating for a period of no less than two out of the last three years and who takes the written examinations required pursuant to Section 3319.58 of the Ohio Revised Code and who completes an improvement plan during the subsequent school year.
- 4.12 The final summative evaluation form shall be signed by the evaluator. The form shall then be signed by the member to verify notification to the member that the evaluation will be placed in the personnel file. However, the member's signature should not be construed as evidence that the member agrees with the content of the evaluation report.
- 4.13 The member shall have the right to make a written response to the evaluation which shall be attached to the evaluation report and placed in the member's personnel file. This right must be exercised within thirty (30) days of receipt of the summative evaluation. A copy signed by both parties shall be retained by the member. The evaluator's signature shall be construed as evidence of the evaluator's knowledge of such rebuttal.
- 4.14 The OTES Evaluation Forms (see Appendix _____) will be the only forms used in the formal evaluation process.

- 4.15 Beginning with the 2015-2016 school year, teachers who received an “ineffective” rating on their final summative evaluation for two of the three most recent school years must take written examination of content knowledge selected by the Ohio Department of Education. The District is responsible for the cost of such examinations.
- 4.16 Student Growth Measures shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until two evaluation cycles in the same teaching assignment have been completed and include at least two consecutive years of student growth data.
- 4.17 Any substantive changes to the evaluation procedures during the term of this agreement shall be addressed through Article 44 (LMC). The Board shall consult with the Association regarding any changes that have mandatory implementation dates prior to the expiration of this agreement. Any changes with implementation dates after the expiration of this agreement shall be negotiated during negotiations for a successor agreement.
- 4.18 Other than mandatory changes required by law, any decision to change or in any way alter the provisions set forth in this Article shall be obtained by mutual agreement from the LMC and then ratified by both the Association and the Board through a Memorandum of Understanding.
- 4.19 Student Growth Measures shall only be based on teacher created SLO’s, approved vendor assessments or value-added data, whichever measure is required. New measures established by the ODE will be discussed in the LMC.
- 4.20 Employees shall be evaluated according to the following schedule:
- Limited contract employees with one to three years in the District or limited contract employees who are eligible for continuing contracts – a minimum of two evaluations per school year.
- Other limited contract employees – a minimum of one evaluation every other year. [OTES requires one every year unless you are rated effective]
- Continuing contract employees – a minimum of one evaluation every three years. [OTES requires one every other year]
- 4.21 Employees eligible for continuing contract must notify the Superintendent in writing by January 15 that they have met or will meet all the legal requirements for receiving a continuing contract by April 1. The Board of Education shall notify all employees of the January 15 deadline by the first payroll check in August. The actual credentials must be supplied by March 30.

ARTICLE V – ASSOCIATION RIGHTS

- 5.01 Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before or after the teacher workday, during teachers' unpaid lunch hour, duty free recess time, planning and preparation periods, or such other times approved by the building principal; provided, however, that no such business shall be transacted on any class time, nor shall such Association business in any way interfere with scheduled student teacher, parent teacher, or administrator teacher conferences or other school functions or activities. Association/OEA/NEA representatives not employed in the school building must report to the building office, sign in and secure the approval of the principal or his/her designee. Approval shall not be unreasonably withheld if the visit conforms to this section.
- 5.02 The Association shall have the right to reasonable use of school facilities and equipment including typewriters, copy machines, duplicating equipment, calculating machines, audio visual equipment and telephones. The Board shall be reimbursed at its cost for any supplies consumed by the Association. The Association agrees to assume responsibility for damages to facilities and equipment resulting from such use. The Association agrees that telephones will be used within reason and all long distance calls charged to the school phones will be reported to the Building Principal. The Association shall reimburse the Board for such calls.
- 5.03 The Board shall provide a teacher bulletin board in every school building. The Association shall have the right to post notices of its activities and matters of Association concern on such bulletin boards.
- 5.04 The Association may use the internal mail system of the school and place Association communications, provided these communications are identified as Association communications, in the mail boxes provided each teacher in the system.
- 5.05 An Association representative shall be given time during all building meetings of the instructional staff to make routine Association announcements.
- 5.06 The Board will recognize a designated spokesperson of the PVLTA at public Board meetings not held in executive session for the purpose of addressing the Board relative to any items of concern on the agenda relating to the Association. Furthermore, the Board agrees to supply the Association an agenda at or about the time the agenda is supplied to the Board members. Any Board policy changes directly affecting teachers to be proposed in the upcoming meeting shall be set forth in the agenda. The PVLTA President shall receive a copy of the Board agenda at least forty-eight (48) hours in advance of the meeting. All PVLTA members shall receive a copy of the agenda via school e-mail prior to the meeting.
- 5.07 Upon specific request, the Association shall be furnished, at cost and within a reasonable length of time, true copies of any public documents.

5.08 Fair Share Fee

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

NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE: Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Union, shall be transmitted by the Union 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 Union.

SCHEDULE OF FAIR SHARE FEE DEDUCTIONS: Payroll deduction of such annual fair share fees shall 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 shall commence on the first pay date on or after the later of sixty (60) days employment in a bargaining unit position or January 15.

TRANSMITTAL OF DEDUCTIONS: The Employer further agrees to accompany each transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

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

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

- 5.09 Annually the District will provide an employee directory to the Association President that includes the name, address, and telephone number of all bargaining unit members.

ARTICLE VI – RESIDENCY OF TEACHERS

- 6.01 The Board and the Association agree that no teacher employed by the Paint Valley Local School District shall be required to reside within the District's geographic lines.

ARTICLE VII – VOLUNTARY TRANSFER AND/OR REASSIGNMENT

- 7.01 A. Notice of any permanent vacancy shall be posted on each faculty bulletin board for ten (10) working days after it occurs. Between August 20 and the first day of the school year no such posting or notification is required. However, during that period, the Superintendent shall poll the teaching staff who have applicable teaching certificates on file to determine if any teacher is interested in the position. A permanent vacancy is an opening in a certificated position by death, resignation, retirement, or the creation of a new position. A position opened because of a transfer to fill a permanent vacancy shall also be posted in accordance with this Article. “Transfer” means the movement of a teacher from one classroom building to another, a change in grade assignment, or a change in subject assignment. The Superintendent shall determine when a vacancy exists, whether it shall be filled and when it shall be filled.
- B. Teachers in the Paint Valley Local School District who have applied for a position open because of a permanent vacancy and are qualified and all other things being equal shall be assigned to the position by being the most senior in the district. A teacher must submit to the Superintendent a written request to be considered for the vacant position within the posting period in 7.01(A) in order to be considered.
- C. During Summer and Christmas vacation, notices of any permanent vacancy will be sent to all teachers in the district at the teacher’s last mailing address on file in the Board office.
- D. Teachers shall, at the earliest date possible, give notice to the Superintendent of the date they intend to resign or retire.
- E. In acting on a request for a voluntary transfer, the Superintendent shall consider certification, job requirements and length of service in the Paint Valley Local Schools.
- F. When the Superintendent determines that instructional continuity must be maintained during the school year, then the position may be filled on a temporary basis and reposted at the end of the year.
- 7.02 A. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building must submit a written statement of such desire to the Superintendent.

ARTICLE VIII – INVOLUNTARY TRANSFER

- 8.01 The Superintendent may make such assignments, reassignments and transfers as are in his/her professional judgment necessary to maintain staff efficiency, pursuant to Article II, Section 2.02 of this Agreement.
- 8.02 Notice of involuntary transfer or reassignment will be given to teachers as soon as practicable and except in cases of emergency no later than July 30 of any school year. At his/her request, any teacher involuntarily transferred after July 10 shall be released from his/her contract by the Board of Education.
- 8.03 When an involuntary transfer or reassignment is necessary, the bargaining unit member with less seniority in the district in the licensed/certified area will be involuntarily transferred unless there exists a reasonable academic basis, with documentation, for the Superintendent to disregard seniority.
- 8.04 When an involuntary transfer or reassignment is to be made, the Superintendent will meet with the teacher involved at which time the teacher will be notified of the reason there for. The teacher may, at his/her option, have a representative of the Association present at such meeting.
- 8.05 Consistent with Section 8.01 above and providing there is no conflict with Section 7.01 of this agreement, no position will be filled by means of an involuntary transfer or reassignment if there is an available volunteer qualified, as determined by the Superintendent and the Board, to fill said position.

ARTICLE IX – CONTRACTS

- 9.01 A. Regular limited contracts shall be offered in the following manner:
1. Upon initial employment, a one year contract shall be issued by the Board.
 2. The second (2nd) and third (3rd) contracts issued by the Board shall be for one (1) year.
 3. The fourth (4th) contract issued by the Board shall be for three (3) years.
 4. The fifth (5th) contract and thereafter issued by the board shall be for five (5) years.
 5. During the first three contracts, minor procedural errors in evaluation that do not impact the ability of the teacher to know of and demonstrate the needed improvement, shall not prevent nonrenewal.

- B. Limited contracts shall expire on June 30 of the last school year in the term of the contract. Notwithstanding the provisions of Section 9.01(A), a limited contract shall automatically be deemed renewed for one school year unless the Board of Education on or before May 15 of the school year in which the limited contract is to expire:
 - 1. Adopts a resolution in public session of its intention not to renew the employment of that teacher;
 - 2. Complies with the non-renewal provisions set forth in Article X, Termination and Non-renewal; and
 - 3. Mails a written notice of the non-renewal by regular and certified mail, return receipt requested, to the teacher at the address appearing for that teacher on the Treasurer's records. Failure to accept the certified mail shall not be a basis to invalidate a nonrenewal. It is the responsibility of each teacher to keep a current address on file with the Treasurer and to make any necessary changes therein, or
 - 4. Issues a contract pursuant to section 9.01(A) of this Article.
- 9.02
- A. A continuing contract is a contract which shall remain in effect until the employee resigns, elects to retire or is retired pursuant to Ohio Revised Code 3307.37, or until he/she is terminated or suspended, and shall be granted only to employees in accordance with Ohio law.
 - B. Beginning with the 2014-2015 school year, teachers eligible for a continuing contract shall submit all necessary evidence of credentials not later than March 30 to be considered for a continuing contract for the ensuing school year.
 - C. Further, the Superintendent may recommend reemployment of such employees under a limited contract for a period not to exceed two (2) more years, provided that written notice of the intention to make such recommendation has been given to the employee, with reasons directed at the professional improvement of the employee, on or before June 1st, and provided that written notice from the Board of its action on the Superintendent's recommendation has been given to the employee on or before June 1st, but upon subsequent reemployment only a continuing contract may be entered into.
- 9.03
- A. Teachers may resign and be released from their current contract if written notice is received by the Board of Education no later than July 10, of a school year.
 - B. Teachers are sometimes offered positions in other school systems, after July 10, of a school year, which may provide professional advancement and may cause a teacher to ask to be released from a contract. The Board of Education's first obligation is to the children in the school. If suitable replacement can be found

and the Board determines that the education program of the school will not be impaired, the teacher may be released from the obligation of a contract.

ARTICLE X – TERMINATION AND NONRENEWAL

10.01 Termination of a teacher’s limited or continuing contract during the term thereof shall be governed by the provisions of Ohio Revised Code Section 3319.16 and related statutory law.

10.02 A. Professional Improvement

Professional improvement shall be governed by the Ohio Teacher Evaluation System (OTES). Should OTES be revoked or substantially changed during the term of this Agreement, the parties agree to meet within twenty (20) days to bargain changes to evaluation, termination, non-renewal, reduction in force, and recall.

B. Reasons for Non-renewal

1. Year 1/Probationary: A new teacher’s first limited contract may be non-renewed for any reason.
2. Years 2 and 3: During a teacher’s second and third years of employment, his/her contract may be non-renewed based on poor performance demonstrated in the evaluation process.
3. Year 4 forward: The Superintendent may recommend non-renewal of, and the board may non-renew, a teacher’s contract for just cause.

C. Procedure for Non-renewal

1. If the Board of Education takes action to non-renew a teacher’s contract:
 - a. The Board shall hold a hearing with the teacher in executive or open session, at the option of the teacher, within ten (10) days of the notification of nonrenewal or within a mutually acceptable number of days of said notification.
 - b. The Superintendent, principal and teacher shall be present at the meeting along with an Association representative or other Representative of the Teacher’s choosing.
 - c. Legal Counsel for the Board and the Association may be present for the purpose of procedural advice.

D. Exclusions

The procedures set forth in this Article do not apply to extended service contracts and supplemental contracts.

ARTICLE XI – PROGRESSIVE DISCIPLINE

Employees may be disciplined only for just cause.

Employees shall be subject to disciplinary action under the following sequence:

- 1st Level: Verbal warning, documented for personnel file.
- 2d Level: Written reprimand, with copy to personnel file.
- 3d Level: Suspension without pay.
- 4th Level: Termination of employment pursuant to law.

Discipline may be initiated outside the above sequence based on the severity of the matter. A disciplinary meeting shall be held with the employee before the decision to impose discipline is made. A written notice of disciplinary meeting will be given at least three (3) days in advance. An employee may be relieved of duty with pay pending an investigation of possible misconduct and pending termination. Once the Board initiates termination, an employee may be relieved of duties without pay.

ARTICLE XII – SICK LEAVE

- 12.01 A. Teachers under regular teaching contracts shall earn one and one quarter (1 ¼) sick leave days for each completed month of service during their contract year. The sick leave day earned in a particular month shall be available for use in accordance with this Article on the first day of the month after it is earned. The Board of Education may advance sick leave days upon written request from a teacher, such days subsequently to be deducted from day earned through future teaching service.
- B. Sick leave may be used only for absence due to the teacher's personal illness, injury, or pregnancy, or the illness of his/her spouse, minor child, or a person residing in the teacher's household. Use of sick leave is also permitted because of a death or serious illness in the teacher's immediate family (spouse, child, stepchild, brother, sister, mother, father, in laws, grandparents, aunts, uncles or any person who has assumed a similar position, regardless of residence). If a teacher reasonably expects to be absent for more than five consecutive workdays using sick leave permitted under this Article s/he shall notify the Superintendent

in writing before the absence. It is understood that unforeseen circumstances may make it impossible for the teacher to know if s/he will need to use five (5) days or more of sick leave at any one time. Up to three (3) days of absence for death shall not count against the employee's attendance incentive.

- 12.02 A teacher may accumulate up to four hundred (400) sick leave days. Teachers who have accumulated sick leave days prior to the effective date of this Agreement may use such days in accordance with the terms of this Article.
- 12.03 Employees who transfer within one year from another Ohio public school district or agency shall be permitted to transfer the unused balance of their accumulated sick leave up to the maximum accumulation permitted under this Article. Such employees must provide an official statement from the last place of employment stating the number of unused days of sick leave.
- 12.04 Each employee will receive a statement of his or her sick leave status as of September 1st of each school year.
- 12.05 At the first teachers' meeting of each year, each building Principal will explain the proper procedure to notify the administration of intended use of sick leave. Teachers should notify the designated administrator of his/her use of sick leave at least one hour before the beginning of the school day and earlier if possible.
- 12.06 In all cases, upon returning from sick leave, the teacher will complete the sick leave form set forth in Appendix B to this Agreement.
- 12.07 Full salary will be paid each teacher while on sick leave permitted under this Article, and the Board of Education will pay for any substitute teacher who may be employed.
- 12.08 A teacher's accumulated sick leave, FMLA leave, and leave of absence will not continue to accrue in the Paint Valley Local School District as of the effective date of the teacher's resignation, nonrenewal, or termination. Provided, however, that severance pay for retirement shall be paid in accordance with Article XXVII. Sick leave will not be used to extend personal leave.
- 12.09 Notice of accumulated and unused sick leave, at the request of a departing teacher, shall be mailed to other school districts.
- 12.10 Sick leave used that extend any holiday period shall be accompanied by a physician's note. Sick leave that extends beyond three (3) consecutive days or after seven (7) intermittent days during one calendar month shall be accompanied by a physician's note. Such physician shall be the employee's treating physician.

ARTICLE XIII – ASSAULT LEAVE

- 13.01 The Board of Education shall grant up to twenty days of paid leave to a member of the bargaining unit who is absent due to disability resulting from an assault (as defined in the Ohio Revised Code) which occurs in the course of his or her Board employment. Such employee shall provide a physician's statement as to the nature of the disability and the need for the leave.

ARTICLE XIV – ASSOCIATION LEAVE

- 14.01 A maximum of eight (8) total scheduled workdays per school year shall be granted to the Association.
- 14.02 Written Application for Association leave shall be submitted to the Superintendent at least three (3) school days in advance of the day for which release time is requested. Such written Application shall include the name(s) of the Association Representative(s), date(s) leave is requested, and the place and function for which leave is requested. No more than three (3) members shall be on Association Leave on the same day. The Superintendent may waive this requirement in an emergency.
- 14.03 Teachers on Association leave shall be paid at full salary. The Board will compensate any substitute who may replace that teacher in the regular performance of that teacher's duties.
- 14.04 Additional days of Association Leave may be granted at the sole discretion of the Superintendent.

ARTICLE XV – CHILD CARE LEAVE

- 15.01 Any teacher with the Paint Valley Local School District who is expecting a child or who is adopting a child 6 years of age or less shall be granted a leave of absence without pay upon application. Such leave shall be no longer than one academic school year.
- 15.02 Applications for Child Care Leave shall be in writing, and shall 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 date the teacher anticipates return to service. Such application shall be submitted to the Superintendent at least thirty (30) days before the desired effective date. This requirement may be waived by the Superintendent in an emergency. A bargaining unit member shall inform the Superintendent in writing of the member's intention to return to duty at least ninety (90) days before the expiration of a leave of a semester or longer, and twenty (20) days before the expiration of a leave of at least nine (9) weeks, but less than a semester.

15.03 Upon return from approved Child Care Leave at the time set forth in the application for leave, the teacher shall be entitled to reinstatement to either the position or a similar position consistent with certification.

15.04 Family Medical Leave

The Board shall comply with its legal obligations under the Family Medical Leave Act. Sick leave will not accrue during the duration of the FMLA leave.

ARTICLE XVI – PROFESSIONAL MEETINGS

16.01 A teacher may apply on forms approved by the Board for professional leave. Professional leave shall be granted only for workshops, in service, seminars and coaching clinics, directly related to the teacher’s educational or extracurricular duties. The Superintendent shall determine whether a specific leave request falls within these parameters. All such requests are subject to the availability of sufficient funds as determined by the Board.

16.02 Teachers who are granted professional leave shall receive their regular pay and may be reimbursed for their expenses up to the following limits:

- | | | |
|----|---|--|
| a) | Lodging per day
(maximum – 3 nights) | \$100.00 per room, single or double occupancy
(Room should be shared if possible/appropriate) |
| b) | Registration | \$200.00 |
| c) | Meals | \$25.00 per day (maximum 3 days) No alcoholic beverages will be reimbursed by the Board. |
| d) | Mileage | IRS rate |

In order to be reimbursed, a teacher must present receipts and a mileage statement (with odometer readings) to the Treasurer. Teachers must substantiate all expenditures with receipts. Separate itemized receipts for each meal must include:

1. Name of Business
2. Date
3. Number in Party
4. Amount expended for meals
5. Itemized

Receipts must be verified by the treasurer's office and reimbursement granted if in compliance with above requirements. Each teacher may be eligible for two days of non accumulated professional leave per school year. Additional days may be granted at the discretion of the administration however, preference for additional days may be given to individuals not having previously attended meetings when duplicate applications are received or when funding limits the number of days available. Reasons for such leave shall be: classroom visitation and/or attendance at professional meetings, related to the teacher's area of responsibility.

- 16.03 All professional leave must receive prior approval from the Superintendent. When professional leave involves the requested payment by the Board of a registration fee, the teacher's request for leave will be presented at a Board meeting prior to the date of the professional leave. A denial of a request for professional leave may be appealed to the Board.
- 16.04 Any limits or requirements imposed by this article may be waived by the Superintendent and the Board on an emergency basis.

ARTICLE XVII – PERSONAL/EMERGENCY LEAVE

- 17.01 All teachers shall be granted four (4) days of personal/emergency leave with pay per year. These days cannot be accumulated. Teachers may use leave in half day segments. Request for personal leave shall be made seventy-two (72) hours in advance to the building principal. Emergency leave, which shall be determined at the discretion of the building principal and/or the superintendent, shall be submitted with reasons as soon as possible.
- 17.02 Personal leave may be used for any reason that need not be disclosed, but shall not be used on the day preceding or following a school holiday, vacation, any school calendar non-scheduled day of work falling on a Monday or Friday or during the first or the last ten working days of the school calendar except for leave as specified in Article 16.03. No more than four (4) teachers K-5, two (2) teachers 6-8 and two (2) teachers 9-12 shall be on personal leave at one time. Any board adopted calendar change will not invalidate personal leave approved prior to calendar change.
- 17.03 The use of approved emergency leave, with reasons, as determined by the Superintendent, shall not be under the limitations of 17.02. Approved emergency leave shall be defined as an unforeseen combination of circumstances that calls for immediate action that cannot be handled other than during the specified school hours.
- 17.04 If an individual is approved for and uses more than the allotted four (4) days of paid personal/emergency leave in any year, that leave shall be unpaid. Any unused personal leave will be automatically rolled over into sick leave by August 30th.

ARTICLE XVIII – LUNCH PERIOD

- 18.01 Each teacher shall be scheduled for a thirty minute uninterrupted duty free lunch period. A full time regular classroom teacher that is not so scheduled, because of emergencies, impossibility or other factors, shall have his or her workday reduced pro rata. Such lunch periods shall not be cause for lengthening the school day. This section will not apply in emergency situations in which safety services have responded using emergency lights.

ARTICLE XIX – LENGTH OF SCHOOL DAY

- 19.01 The onsite workday for full time teachers shall be seven and one quarter (7 ¼) hours per day.
- 19.02 There shall be a two (2) hour early dismissal on days before holiday recesses or summer vacation.

ARTICLE XX – PLANNING AND PREPARATION TIME

- 20.01 The term “planning and preparation time” as used in this Article means all non-instructional time during the regular teacher workday, excluding any lunch period pursuant to Article XVIII and recess time, where applicable. The purpose of such planning and preparation time is instructional planning, evaluation and conferences. No teacher in grades 6-12 will be required to assume more than five different subject preparations per semester.
- 20.02 Each full time certified teacher, grades 6-12, shall be given a minimum of forty-five (45) minutes per day or two-hundred twenty-five (225) minutes per week planning and preparation time.

Each fulltime certified teacher, K-5, shall be given a minimum of two-hundred twenty-five (225) minutes per week planning and preparation time.

ARTICLE XXI – PERSONNEL FILE

- 21.01 The Board shall maintain one official personnel file for each teacher. The contents of said file shall include those documents required by the State Department of Education. Access to a teacher’s file shall be limited to the teacher and his/her local administrators.
- 21.02 Anonymous letters or materials shall not be placed in teacher’s files, nor shall they be made a matter of record. Each teacher shall have the right to inspect the contents of his or her personnel file upon reasonable notice to the administrator. This is to be done in the office of the Superintendent. A teacher shall be entitled to copy at his/her expense any

material in his/her file. A person of the teacher's choice, who may be an Association representative, may accompany the said member in such a review.

- 21.03 If any teacher disputes the accuracy, timeliness, relevance or completeness of documents in his/her file, he or she may request in writing, in accordance with Ohio Revised Code Section 1347.09, that the Superintendent investigate the current status of the information. The Superintendent will make a reasonable investigation to determine the accuracy, timeliness, relevance and completeness of the file, and will notify the teacher of the results of the investigation and any plans it has to take action with respect to the disputed information. The teacher may submit a statement to be attached to the disputed documents.

21.04 COMPLAINT PROCEDURE

- A. The administration may commence an investigation as to the authenticity of any information related to a complaint from a member of the general public. No such complaint will be placed in any personnel file of a certified member unless:
1. A conference was held including the complainant, the certified staff member, and the principal or immediate supervisor of the certified staff member. This provision shall not apply in the event of allegations of abuse or harassment, however, the bargaining unit member will be notified of the name of the complainant and the nature of the allegations.
 2. The findings and resolution, if any, of the aforementioned conference have been reduced to writing by the principal or the immediate supervisor and initialed by the certified staff member. Such initialing shall not be construed as agreeing with the document, but only that the certified staff member received a copy of the document.
 3. In the event a record of the conference held between the complainant, staff member and immediate supervisor is filed in the staff member's personnel file, the certified staff member shall be notified in writing and be given an opportunity to write a rebuttal to such record for placement in the personnel file. Such rebuttal must be filed within twenty (20) working days from the date notice is given to the staff member.
- B. Complaints will be advanced through the administration with attempts of resolution at the lowest possible level. No complaint regarding a teacher will be considered by the Board unless the procedure outlined above has been followed. Should the complaint not be resolved at the conclusion of the administrative complaint procedure and the complainant desires Board consideration of the complaint, then the following procedure shall be implemented:

1. Complainant shall notify the Superintendent in writing of his/her request for Board consideration of the complaint at the next regular Board meeting.
 2. Notice of the Board consideration of the complaint will be given to the teacher involved by means of registered mail at least five (5) working days prior to the board meeting. Notice will be mailed to the last registered address of the teacher filed with the Board.
 3. The complaint shall be heard by the Board in executive session. The teacher will be allowed to attend the executive session and will be allowed to have two (2) representatives accompany him/her to the meeting.
 4. The teacher may invite witnesses to the meeting, to provide information relative to the complaint. Such witnesses will be excused from the meeting once their testimony has been given.
 5. The Board may excuse all interested parties from the executive session for private consideration of the matter.
 6. Resolution by Board action will become a part of the teacher's file, and the teacher shall receive a copy of the action. The teacher may attach an opinion or statement to the filed complaint within twenty (20) working days of the teacher's receipt of the Board action.
 7. This procedure shall not apply in the event of allegations of abuse or harassment, however, the bargaining unit member will be notified of the name of the complainant and the nature of the allegations.
- C. A certified staff member is entitled to representation at all levels of this procedure.

ARTICLE XXII – STAFF IN-SERVICE COMMITTEE

- 22.01 The Administrator and the Association shall form a committee to implement all in-service programs not required by state or federal mandates. Programs shall be limited to professional improvement. Such in-service meetings shall not exceed a total of two (2) hours per year outside the regular school day.
- 22.02 Attendance at In-Service meetings will be required for all certified staff members. Staff members who have supplemental responsibilities after school shall cancel such activities or postpone them until a later time.

22.03 Once the yearly schedule of In-Service program(s) has been finalized, it will be the responsibility of the committee to issue a schedule of programs indicating time, date and place to all staff members.

ARTICLE XXIII – CURRICULUM COMMITTEES

23.01 The Board and the Association agree to set up curriculum committees for the areas of Math, Reading, English and Spelling, Social Studies, Science and Special Education. At least two of these areas will be studied per year. The function of such committees shall be to review and recommend textbooks and to make recommendations to the county curriculum committees concerning the maintenance and upgrading of the curriculum and articulation between grade levels. Such committees shall be chaired by a building principal. The committees shall be organized on a grade level basis: K-2, 3-5, 6-8 and 9-12. The building principal shall appoint the members of the committee. Members besides the building principal shall include one teacher from each elementary building for designated level and subject, and those teachers assigned to those subject areas in the junior and senior high levels. Any teacher so desiring to serve on a curriculum committee shall have the opportunity to do so. All committee recommendations shall comply with the state and federal regulations and will be contingent on fiscal limitations.

ARTICLE XXIV – CLASSROOM BUDGET; INSTRUCTIONAL MATERIALS

24.01 At the beginning of each school year each building principal shall make available to all teachers, the amount of money available for the purchase of reasonable incidental supplies for use in that teacher's classroom, which shall be known as their "activity account." The "activity account" is funded solely through the Public School Support Funds.

24.02 Teachers may purchase materials up to the credited amount with the advance approval of their principal, after submission of a purchase order to the principal.

24.03 A Faculty Workroom, for faculty only and in which students are not allowed, will be provided in each school building. The following equipment and supplies will be available at each building and will be maintained and kept in good repair and shall be for the use of staff or authorized volunteers doing classroom school work:

- | | |
|-------------------|----------------------------------|
| 1) Phone | 7) Refrigerator |
| 2) Bulletin Board | 8) Laminator |
| 3) Tables | 9) Copier |
| 4) Chairs | 10) Computer networked to copier |
| 5) Pop Machine | 11) Microwave |
| 6) Sink | 12) TV |

- 24.04 Each bargaining unit member will be provided with a key fob and/or keys that will enable him/her to enter his/her building(s), classroom(s), and lounge.

ARTICLE XXV – SUBSTITUTION BY TEACHERS

- 25.01 The Board of Education recognizes that upon occasion a teacher may be required to waive his/her planning and preparation periods to assume the responsibility of teaching or supervising students of another teacher in lieu of a substitute teacher or monitor. A teacher may also be required to take charge of a group of students in addition to his/her regular assignment in lieu of a substitute teacher or monitor.
- 25.02 Such service shall be required by the principal after reasonable effort has been made to obtain a substitute. Such requested assistance shall be made on a rotating basis throughout the staff related to availability.
- 25.03 Payment for such required service shall be made to the teacher at the computed hourly rate of substitute teachers for the hours actually spent in the performance of substitution duties.
- 25.04 It shall be the responsibility of the teacher member to report such service for payment on the proper form to the Board of Education offices by the first of the month following said service.

ARTICLE XXVI – ACADEMIC STIPEND

- 26.01 The Paint Valley Local Board of Education agrees to provide an academic stipend for any certified teacher at the rate of up to Two Hundred Twenty-Five dollars (\$225) per semester hour and up to One Hundred Fifty Dollars (\$150) per quarter hour with the maximum payable amount being nine (9) semester hours or twelve (12) quarter hours per school year.
- 26.02 Courses must be approved in advance by the Superintendent.
- 26.03 Courses shall be in field of education.
- 26.04 Application for payment with a receipt of tuition payment and official transcript from the academic institution shall be made after successful completion of the courses (s) to the treasurer in September of each year.
- 26.05 Payment will only be made if teacher is in the employment of the Paint Valley Local School District at the time of application is made for payment in September of the succeeding school year.
- 26.06 The Board will annually appropriate Twenty-Five Thousand Dollars (\$25,000).

- 26.07 The amount of \$225.00 per semester hour and \$150.00 per quarter hour will be paid each September unless the Twenty-Five Thousand Dollars (\$25,000) is not sufficient to cover all the hours taken by the teachers. When this occurs, the total number of all hours will be converted to semester hours (up to 9) for all teachers and divided into the appropriate amount to obtain a new rate per hour. This rate will then be multiplied by the number of hours each teacher qualifies for and they will be reimbursed accordingly.

ARTICLE XXVII – PROFESSIONAL DUES

- 27.01 The Board and the Association agree that members of the instructional staff shall be granted payroll deductions for monthly payments of professional dues. All teachers who are employed at the beginning of the year must submit requests for professional dues payroll deduction on or before the Monday preceding the second pay period in September of each school year. Such professional dues deductions shall be made in the amounts indicated by the teacher on the voluntary payroll deductions form provided by the Treasurer's office, beginning with the last pay period in September and continuing with each pay period for ten (10) months.
- 27.02 The Professional Dues Payroll Deduction Schedule Form shall be provided to the Association's President by the Board's Treasurer on or before the teacher's first day of school each year.

ARTICLE XXVIII – RETIREMENT PAY

- 28.01 A teacher may elect, at the time of acceptance for retirement by the State Teachers' Retirement System (STRS), to receive severance pay if the teacher's date of retirement is within ninety (90) days of the teacher's last day of service with the District.
- 28.02 Each teacher who qualifies under this Article shall receive an amount determined by multiplying the daily rate of the teacher's pay at time of retirement by thirty percent (30%) of accumulated sick leave, not to exceed sixty (60) days, thirty percent (30%) of 200 days. Payment under this provision shall eliminate all sick leave credit. No teacher shall receive more than one payment.
- 28.03 Teacher may choose to receive payment within 120 days.

ARTICLE XXIX – REGULAR TEACHING CONTRACTS; REGULAR SALARY SCHEDULE

- 29.01 Full time teachers shall receive an annual salary as indicated on the attached salary schedule (29.07). Teachers shall be placed on the salary schedule in accordance with the provisions of this Article. The annual salary shall represent compensation for the

teacher's regular duties for a total of 183 workdays in a school year. The teacher's "per diem" rate shall be the teacher's annual salary divided by 183 workdays.

- 29.02 The salary schedule shall be based upon the training and experience of teachers. Full experience credit shall be given for teaching experience, in accordance with the Paint Valley Salary Schedule, only if the experience is in state supported public school systems or private and church supported schools that are certified by a State Department of Education. Credit for teaching experience abroad (overseas) will not be granted unless it is an extension of or sanctioned by a state department of education. Credit may be granted for other teacher experience, if the employee can show written evidence that such experience is equivalent to teaching experience for which credit is given in accordance with this section (29.02). One hundred fifty (150) semester hours shall be the minimum for five years training. It is the teacher's responsibility to maintain a record of experience and a complete transcript of credits in the local office. Teachers without previous experience under this section shall be placed on the first step of the appropriate column when they are employed by the Board of Education as a regular full or part time teacher.
- 29.03 Part time teachers employed under a regular teaching contract shall be placed on the salary schedule in accordance with this Article, but shall receive a pro rata annual salary based upon the proportion of the number of hours for which they are scheduled to work a day as they relate to the number of hours a full time regular teacher is scheduled to work daily.
- 29.04 A. In accordance with regulations and procedures established by the treasurer, teachers shall be paid in twenty-six equal installments for each of their new contract years. The twenty-six pays shall be in as equal amounts as possible, meaning that one pay-check may need to be rounded in order that the teacher's exact contract amount be paid over the twenty-six pay periods.

When payday (Friday) falls on a holiday observed by the Treasurer's office, payday will be the last working day for the Treasurer's office prior to said holiday. When a payday falls during a vacation period, the payday will be changed to the last working day before that vacation period except for summer vacation. Normal paydays will be observed during summer vacation except when the payday falls on holiday, then this section applies.

In no event shall there be more than twenty-six pays during any twelve (12) month period. A three-week pay period may be necessary periodically (approximately every seventh year) in order to maintain the schedule of twenty-six pays. Upon request, the Treasurer will provide to the President of the Paint Valley Local Teachers Association a schedule of pay dates for each new school year.

Unless the Treasurer's office is notified one week in advance, checks will be mailed in order to arrive on agreed to pay days.

B. Summer Pay

A notice shall be sent to each bargaining unit member during the month of May which will explain the options for summer pay and will provide a form that will allow bargaining unit members to choose a method of payment. Such notice and form shall be prepared and distributed by the school district treasurer. For bargaining unit members choosing to have checks mailed, checks shall be mailed to arrive on the agreed upon paydays. Direct deposit shall be made by agreed upon paydays.

29.05 Each teacher employed under a regular teaching contract shall be issued annually, no later than June 1, a written contract in accordance with the Ohio Revised Code. Each such contract shall include the following information:

1. Name of teacher
2. Name of the School District employing the teacher
3. Type of contract and the number of years the contract is to be in effect
4. Assignment in area of certification
5. Annual compensation to be paid for the first year of the contract
6. Basis of determining compensation (i.e., Classroom Teacher, B.A., 5 years experience)
7. Provisions for signature and date of signature of the teacher with a statement that the teacher must sign and return the contract within ten days of receipt
8. Number of actual contract days in each individual teacher's contract

29.06 Base salary shall remain \$33,059 for the duration of this contract with the following stipends:

2013-2014 - \$500.00
2014-2015 - \$500.00
2015-2016 - \$500.00

29.07 Salary and Benefits Grid

Employee Option:

Contract Year	Plan 3C	Plan 5E	Payment
Year 1	\$500 w/steps	\$1,000 w/steps	Within 30 days of ratification

Year 2	\$500	\$1,000 w/steps	Within 30 days of start of school
Year 3	\$500	\$1,000 w/steps	Within 30 days of start of school

SCHOOL YEAR 2013-2014

PAINT VALLEY LOCAL SCHOOL DISTRICT

CERTIFIED SALARY SCHEDULE

BASE SALARY \$33,059

YEARS OF EXPERIENCE	INDEX	BACHELORS	INDEX	150 SEM. HRS.	INDEX	MASTERS	INDEX	MASTERS +15
0	1.000	\$33,059	1.038	\$34,315	1.095	\$36,200	1.125	\$37,191
1	1.038	\$34,315	1.081	\$35,737	1.143	\$37,786	1.178	\$38,944
2	1.076	\$35,571	1.124	\$37,158	1.191	\$39,373	1.231	\$40,696
3	1.114	\$36,828	1.167	\$38,580	1.239	\$40,960	1.284	\$42,448
4	1.152	\$38,084	1.210	\$40,001	1.287	\$42,547	1.337	\$44,200
5	1.190	\$39,340	1.253	\$41,423	1.335	\$44,134	1.390	\$45,952
6	1.228	\$40,596	1.296	\$42,844	1.383	\$45,721	1.443	\$47,704
7	1.266	\$41,853	1.339	\$44,266	1.431	\$47,307	1.496	\$49,456
8	1.304	\$43,109	1.382	\$45,688	1.479	\$48,894	1.549	\$51,208
9	1.342	\$44,365	1.425	\$47,109	1.527	\$50,481	1.602	\$52,961
10	1.380	\$45,621	1.468	\$48,531	1.575	\$52,068	1.655	\$54,713
11	1.418	\$46,878	1.511	\$49,952	1.623	\$53,655	1.708	\$56,465
12	1.456	\$48,134	1.554	\$51,374	1.671	\$55,242	1.761	\$58,217
13	1.494	\$49,390	1.597	\$52,795	1.719	\$56,828	1.814	\$59,969
14	1.532	\$50,646	1.640	\$54,217	1.767	\$58,415	1.867	\$61,721
15	1.570	\$51,903	1.683	\$55,638	1.815	\$60,002	1.920	\$63,473
16				+\$500		+\$500		+\$500
				LONGEVITY	33,059			
				20	1.863	\$61,589	1.973	\$65,225
				25	1.911	\$63,176	2.026	\$66,978

ARTICLE XXX – SUPPLEMENTAL CONTRACTS

30.01 Teachers who are employed and are to be compensated by the Board of education for approved supplemental duties beyond regular duties, shall be employed on a “Supplemental Contract.” A Supplemental Contract shall be valid for no more than one school year, and shall be subject to all provisions of the Ohio Revised Code Section 3319.11, and shall not be subject to Article X, Section 10.02 of this Agreement. Such supplemental contract will be issued to the teacher and shall include the following information:

1. Name of said teacher.
2. Name of the school district and Board of Education for which responsibilities shall be performed.
3. Statement of supplemental position and compensation to be provided.

4. Date within which compensation is being provided for said responsibility.
5. Provision for signature and date of signing by the teacher and statement that teacher must sign and return within ten days of receipt.

30.02 Teachers shall be compensated for supplemental duties for which they are employed in accordance with the attached supplemental salary schedule in 30.04. The Board of Education need not fill any or all positions contained in the categories listed on the schedule in any particular school year. The Superintendent shall determine whether a vacancy exists in a supplemental position and when and whether to fill the vacancy. The failure to fill a position shall not be subject to bargaining with the Association. If a supplemental position in a category listed on the schedule is filled, the compensation for it shall be in accordance with the supplemental salary schedule. If the Board of Education creates a new supplemental position and the Superintendent determines to fill any such position, the Association shall receive written notice of such intention and shall have an opportunity to negotiate a salary for that supplemental position within the categories on the Supplemental Schedule. If the Association does not timely request bargaining about such a salary, or if the parties have bargained about such a salary, or if the parties have bargained to impasse concerning the salary, the Board of Education may implement the supplemental salary it deems appropriate for that position. If the Board implements a supplemental salary after the parties have bargained to impasse, the Association may present, at the next following round of negotiations for a new contract, the issue whether the salary thus implemented by the Board was appropriate. If the parties agree that the salary implemented was inappropriate, the person(s) who held the position(s) may be paid retroactively at the agreed-to category applied to the base salary in effect during the time the supplemental salary was in dispute and at the rate then in effect.

- 30.03
- A. Only years of experience in a specific sport or activity will be counted to determine placement on the Supplemental Salary Schedule. Volunteer years will only be counted for bargaining unit members with proof of years and service rendered at Paint Valley if approved in advance of the volunteer service by the Board.
 - B. The salary will be paid and used only when needed or when someone is hired to fill the position.
 - C. Payment under a supplemental contract will be made in full on the first regular pay period of the month following the completion of the activity, provided that all closing responsibilities have been fulfilled and certification by the Principal has been made to the Treasurer. Closing responsibilities shall include all forms as required by the Superintendent, Principal, Athletic Director and Treasurer. Pay shall be withheld until requirements are completed.
 - D. Senior Class Advisor includes guiding and directing for graduation activities.

- E. Junior Class Advisor includes guiding and directing for fund raising and prom activities.
- F. Anyone advancing in Categories I-X but staying in the same sport or activity shall not lose that experience already earned in that sport or activity. (Example: Head Jr. High football coach advancing to Assistant Varsity Football shall have their Junior High experience count. Freshmen Class Advisor advancing to Senior Class Advisor shall have their experience count).
- G. Anyone entering a new activity (Example: Honor Society Advisor moving to Student Council Advisor) shall enter the position at the present level of paid experience. Any conflict about categories and experience shall be decided by the Superintendent whose decision is final. Volunteer experience shall not count on the schedule as years of experience.
- H. All supplemental contracts shall expire on their expiration date of June 30 unless the Board, upon recommendation of the Superintendent, takes action to offer the teacher a renewal of each supplemental contract by May 31 of each year.

30.04 A. (1) Supplemental Salary Schedule

Category	<u>YEARS EXPERIENCE</u>										
	0	1	2	3	4	5	6	7	8	9	10
I.	.1800	.1850	.1900	.1950	.2000	.2050	.2100	.2150	.2200	.2250	.2300
II.	.1300	.1325	.1350	.1375	.1400	.1425	.1450	.1475	.1500	.1525	.1550
III.	.0825	.0850	.0875	.0900	.0925	.0950	.0975	.1000	.1025	.1050	.1075
IV.	.0650	.0675	.0700	.0725	.0750	.0775	.0800	.0825	.0850	.0875	.0900
V.	.0500	.0525	.0550	.0575	.0600	.0625	.0650	.0675	.0700	.0725	.0750
VI.	.0450	.0475	.0500	.0525	.0550	.0575	.0600	.0625	.0650	.0675	.0700
VII.	.0400	.0425	.0450	.0475	.0500	.0525	.0550	.0575	.0600	.0625	.0650
VIII.	.0350	.0375	.0400	.0425	.0450	.0475	.0500	.0525	.0550	.0575	.0600
IX.	.0175	.0195	.0215	.0235	.0255	.0275	.0295	.0315	.0335	.0355	.0375
X.	.0150	.0160	.0170	.0180	.0190	.0200	.0210	.0220	.0230	.0240	.0250

30.05 The following positions are included in the categories in Salary Schedules 30.04 A.

- I. Athletic Director – with ½ day release time.
- II. Varsity Basketball and Football Coaches
- III. Athletic Director in Charge of Junior High
- IV. Reserve Basketball Coach
Assistant Varsity Football Coaches (4)
Athletic Trainer
Marching Band Director
Senior High Yearbook Advisor
Varsity Wrestling Coach
Cross Country Coach
Varsity Volleyball Coach
Varsity Baseball Coach
Varsity Track Coach
Varsity Softball Coach
Varsity Cheerleading Coach
- V. Freshman Basketball Coach
Reserve Softball Coach
Reserve Volleyball Coach
Reserve Baseball Coach
- VI. Senior Class Advisor
Marching Band Assistant
Head Jr. High Football Coach
Assistant Varsity Basketball Coach
Assistant Varsity Softball Coach
Reserve Cheerleading Coach
Assistant Varsity Wrestling Coach
Junior Class Advisor
Strength Coach
Jr. High (8th) Basketball Coach
Jr. High (8th) Volleyball Coach
Assistant Varsity Volleyball Coach
Assistant Varsity Baseball Coach
Varsity Golf Coach
- VII. Senior High Student Council Advisor
School Play Advisor
Talent & Gifted Advisor (TAG)
Jr. High Track Coach
Jr. High (7th) Volleyball Coach
Jr. High Cheerleading Coach
Forensic Coach
Jr. High Wrestling Coach
Jr. High Asst. Football Coach
Jr. High (7th) Basketball Coach
Two (2) Athletic Ticket Sales
- VIII. Honor Society Advisor
Assistant Golf Coach
Pep Club Advisor
Freshman Cheerleading Coach
Jr. High Yearbook Advisor
High School Quiz Bowl Coach
Jr. High Quiz Bowl Coach
Kids in Print
Elementary Yearbook Advisor
- IX. Junior Prom Assistant
Elementary Science Fair Advisor
Jr. High Student Council Advisor
Language Club Advisor
Computer Science Club Advisor
Art Club Advisor
Sophomore Class Advisor
Freshman Class Advisor
Pep Band Director
Creativity Club Advisor

High School Chorus
 Outdoor Education Coordinator
 Jr. High Substance Abuse
 Core Team (3)
 High School Science Fair Advisor
 Middle School Science Fair Advisor
 High School Science Club Advisor
 Middle School Science Club Advisor

Varsity Club Advisor
 High School Substance Abuse
 Core Team (5)
 Elementary Football
 (Flag)/Basketball Coordinator
 Jazz Band

X. IBA – MFE (6) grades K-5

IBA – MFE (4) grades 6-12

OTHER:

Ross County Fair \$100 annually

Student Mediation Advisors (2) to be paid Four Hundred Dollars (\$400) annually.

After-School Detention paid \$20 per hour

District Grant Writing must be approved by the superintendent prior to the bargaining unit member(s) preparation and will be compensated as follows when grants are successful 1% of the total of the grant if successful with no payment being less than \$200 and a grant must be at least \$2,000. If there should be more than one writer that total amount will be divided equally among the writers.

<u>Grants</u>	<u>Compensation</u>
Under \$2,000	\$0
\$2,000 - \$20,000	\$200
\$20,000 and up	1% of total grant

Dual Credit/Credit Flex

Any teacher who teaches a class in which a student will receive both high school and college credit shall receive seven hundred and fifty dollars (\$750) additional compensation provided that it will be paid by grant or other subsidized payment. In addition, the bargaining teams shall convene to address issues resulting from Credit Flex and Dual Credit that impact terms and conditions of employment. The bargaining teams shall address issues including, but not limited to, time spent reviewing applications and completing related duties, as well as selection of compensation for Credit flex and Dual credit teachers of record.

**ARTICLE XXXI – BOARD PICK-UP OF EMPLOYEE
CONTRIBUTIONS TO STRS**

- 31.01 A. For purposes of this section, total annual salary per pay period for each staff member shall be the salary otherwise payable under this Agreement and their contracts. The total annual salary and salary per pay period of each staff member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A staff member's deferred salary shall be equal to that percentage of said staff member's total annual salary or salary per pay period which is required from time to time by State Teachers Retirement System ("STRS") to be paid as an employee contribution by said staff member and shall be paid by the Board to STRS on behalf of said staff member as a "pick-up" of the STRS employee contribution otherwise payable by said staff member. A staff member's cash salary shall be equal to said staff member's total annual salary or salary per pay period less the amount of the pick-up for said staff member and shall be payable, subject to the applicable payroll deductions, to said staff member. The Board's total combined expenditures for staff member's total annual salaries otherwise payable under their contracts and applicable Board policies (including pick-up amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this section not been in effect.
- B. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pickup". The Board shall report for municipal income tax purposes as a staff member's gross income said staff member's total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- C. The pickup shall be included in the staff member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.
- D. If the foregoing provisions are in conflict with subsequent federal, state or other governing laws, regulations or rulings, the Board will be held harmless and this Article will be null and void.

ARTICLE XXXII – INSURANCE

- 32.01 The Paint Valley Board of Education will pay 82% of the cost of individual and family hospitalization coverage and prescription drug program for all covered employees during the term of this agreement.
- 32.02 The Paint Valley Board of Education will pay 100% of the cost of a dental insurance program during the term of this agreement.
- 32.03 The Board shall provide to the extent available under the Internal Revenue Code and Regulations (Section 125) a flexible spending account for the payment of bargaining unit member’s insurance premium contributions on a pre-tax basis.
- 32.04 The Paint Valley Board of Education shall provide Board paid Group Term Life and Accidental Death Dismemberment Insurance in the amount of \$25,000.00.
- 32.05 **ROSS COUNTY SCHOOL EMPLOYEES INSURANCE CONSORTIUM**
Option 3
SuperMed Plus

Benefits	Network	Non-Network
Benefit Period	January 1 through December 31	
Dependent Age Limit	25; Removal upon End of Year	
Pre-existing Condition Waiting Period	none	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$150/\$300	\$300/\$600
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$300/\$500	\$800/\$1000
Physician/Office Services		
Office Visit (illness/injury) ²	\$15 co-pay, then 100%	70% after deductible
Urgent Care Facility Services ²	\$15 co-pay, then 100%	70% after deductible
Voluntary Second Surgical Opinion	90% after deductible	70% after deductible
All Immunizations		70% after deductible
Preventative Services		
Office Visit/Routine Physical Exam (For ages nine and older) ²	\$15 co-pay, then 100%	70% after deductible
Well Child Care Services including Exam and immunizations (To age nine, unlimited) ²	\$15 co-pay, then 100%	70% after deductible
Well Child Care Laboratory Tests (To age nine)	100%	

Routine Mammogram (Limited to an \$85 maximum per benefit period)	100%	70% after deductible
Routine Pap Test & Associated Office Visit	\$15 co-pay, then 100%	
Routine Lab, X-Ray, Medical Testing and Endoscopic Services	100%	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical/Occupational – Facility and Professional (60 combined visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (30 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional	90% after deductible	70% after deductible
Emergency use of an Emergency Room ³	\$75 co-pay, then 100%	
Non-Emergency use of an Emergency Room ^{3,4}	\$75 co-pay, then 100%	\$75 co-pay, then 70%
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible
Additional Services		
TMJ Services (\$1000 Lifetime Maximum Benefit)	90% after deductible	70% after deductible
Contraceptive Devices and Implants	90% after deductible	70% after deductible
Diabetic Education & Training Services	90% after deductible	70% after deductible
Attention Deficit Disorder & Hyperkinetic Syndrome	90% after deductible	70% after deductible
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	90% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare (120 days per benefit period)	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (60 days per benefit period)	90% after deductible	70% after deductible

Outpatient Mental Health and Substance Abuse Services (50 visits per benefit period)	\$15 co-pay, then 100%	70% after deductible ⁵
Prescription Benefits	Retail	Mail Order – 3 Months
Generic	\$10	\$20
Formulary Brand	\$15	\$30
Non-Formulary Brand	\$20	\$40

¹Maximum family deductible – Member deductible is the same as single deductible

²The office visit co-pay applies to the cost of the office visit only.

³Co-pay waived if admitted.

⁴The co-pay applies to room charges only. All other covered charges subject to deductible and coinsurance.

⁵Not applied to Coinsurance Out-of-Pocket Maximum.

Note: Services requiring a co-payment are not subject to the single/family deductible.

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

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

Benefits will be determined based on the 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.

32.06 Any change in insurance carrier/coverage during the duration of this agreement shall be subject to discussion by both parties prior to Board approval.

32.07 The Paint Valley Board of Education will pay 100% of the cost of a vision plan during the term of this Agreement.

32.08 The Board will establish an insurance buyout plan for employees. Employees may elect to receive a \$2,000 payment each year in lieu of hospitalization and drug coverage provided by the Board. If an employee loses other hospitalization and drug coverage due to a spouse’s loss of employment, insurance coverage, disability or death, the employee

will be permitted to obtain single or family hospitalization and drug coverage through the Board immediately without penalty. The option to take the buyout must be initiated during the open enrollment period and payment of \$2,000 will be made during the open enrollment of the next year. If two teachers are married and both are teachers in the district, neither is eligible for this insurance buyout.

- 32.09 The effective date of insurance coverage shall be the first workday as per contract year/school calendar or first workday following date of hire if employee's initial contract for the position is for less than the full number of days in the contract year/school year.

**ARTICLE XXXIII – NO STRIKES; ZIPPER CLAUSE;
WAIVER OF NEGOTIATIONS; CONFLICT WITH LAW**

- 33.01 The Association and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, or other curtailment or restriction of the educational process or the Board's operations, including the honoring of any picket line or strike activity by other employees or by non-employees of the Board, during the term of extended term of this Agreement, or during the pendency of the settlement procedures set forth in Section 2.03 of this Agreement.
- 33.02 This Agreement represents the full understanding and commitment between the parties and replaces all previous agreements. This Agreement may be added to, deleted from, or otherwise changed only by an amendment properly signed and ratified by each party.
- 33.03 If any provision of this document, or any application of the provisions of this document, or any agreement reached under its terms, conflicts with Ohio or Federal Law, regulation ruling or order, now or hereafter enacted or issued, such provisions, applications or agreement shall be inoperative but the remaining provisions hereof shall remain in effect.

If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

ARTICLE XXXIV – COURT LEAVE/JURY DUTY

- 34.01 Court leave shall be granted to any teacher who is required to be absent from his/her teaching assignment as a result of employment related duties requiring the teacher's attendance at law enforcement agencies and/or in a court of law. However, no leave shall be granted in a civil action arising out of Board employment if a teacher or the Association is an adverse party or witness to the Board or any administrator. Leave shall

also be granted for jury duty without limitation. Court Leave/Jury Duty Leave shall not be deducted from a teacher's sick leave or personal leave accumulations.

- 34.02 Each teacher shall file with the Board Treasurer a certificate of Jury Service as well as compensation received.
- 34.03 Certificate of Jury Service and compensation need not be filed until tour of Jury Service is completed.

ARTICLE XXXV – REDUCTION IN FORCE

- 35.01 A. If the Paint Valley Local Board of Education determines it necessary to reduce the number of bargaining unit positions under O.R.C. 3319.17 or for decrease in funds, the following procedure shall apply:
 - B. All teachers with expiring contracts whose contracts are to be suspended due to reason listed in Section A above, shall, prior to suspension, be issued contracts of a type and length they would be issued if the suspension were not to occur. Nothing contained in Section B herein shall be construed to limit the Board's authority to grant lengths of contracts pursuant to Article IX. However, no suspended teacher's contract shall be non-renewed prior to completion of 24 months on the recall list.
 - C. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:
 - 1. All members of the bargaining unit will be placed on a seniority list for each field for which they are properly certified. Time spent as a substitute or tutoring shall not contribute to seniority. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.
 - 2. The seniority list shall be given to the membership each year in by September 1. No later than September 15th each member will review their placement on the list and notify the Superintendent of any discrepancies. After September 15th, no changes due to discrepancies will be made until the following September.
 - 3. After September 15th, teachers must notify the District by January 15th of any additional certifications earned for them to be added to the list. No other changes will be made and no grievances may be filed on order of seniority prior to September 1st of the following year.

4. Seniority will be defined as the length of continuous service as a certificated employee under regular contract in the Paint Valley Local School District.
 - a. Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.
 - b. If two or more staff members have the same length of continuous service, seniority will be determined by:
 - The date of the Board meeting at which the teacher was hired, and then;
 - Any remaining items will be broken by lot, with affected teachers in attendance.
 5. Recommendations for reductions shall be made without preference for seniority except between teachers with comparable evaluations. Reductions will be made by selecting the teacher with the lowest evaluated performance first and so on until the reduction number is reached.
- D. The names of teachers whose contracts are suspended in a reduction in force shall be placed on a recall list for 24 months from the date of reduction. There shall be no time limit on the length of time a continuing contract teacher is placed on the recall list, but such teachers are subject to the same rights and responsibilities of recall as any other suspended teacher. Teachers on the recall list will have the following rights and responsibilities:
1. No new teachers will be employed by the Board while there are teachers on the recall list who are certified for the vacancy.
 2. Teachers on the recall list will be recalled in reverse order of layoff so long as the results are that teachers with highest evaluations are recalled first.
 3. If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the Superintendent's office within fifteen calendar days. Any teacher who fails to respond within fifteen calendar days, or who declines to accept the position will forfeit all recall rights.

4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as he/she enjoyed at the time of layoff.
- E. The Association and the Board both agree that these procedures apply only to the suspension of contracts under 3319.17 or for decrease in funds. This article shall not require the Board of Education to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district. Nonrenewal of contracts shall take place only for documented job related deficiencies based on the formal evaluation procedure.
- F. Group insurance programs provided to the members of the bargaining unit will be available to teachers so suspended upon payment by such teacher to the Treasurer of the Board of Education the total premium costs of such coverage. Said premiums must be received by the Treasurer one month in advance of the date on which the Treasurer makes payment to the insurance companies.
- G. Teachers to be suspended who have limited contracts in effect at the time the suspension is to become effective shall be issued new contracts pursuant to Article IX, except for those teachers whose names are removed from the recall list pursuant to this Article. Nothing contained in Section G herein shall be construed to limit the Board's authority to grant lengths of contracts pursuant to Article IX. However, no suspended teacher's contract shall be non-renewed prior to completion of 24 months on the recall list.
- H. Comparable evaluations shall be defined as follows:
 1. Accomplished
 2. Developing/Professional
 3. Ineffective

ARTICLE XXXVI – CALENDAR

- 36.01 Prior to the formulation of school calendar choices, the Superintendent, with input from the Association, shall annually in February present a proposed calendar(s) for the coming school year to the Board of Education and to the Association. The calendar shall make provision for the opening and closing of school, and the length of authorized vacation periods during the standard school year, Thanksgiving, Christmas, Easter and any other days during which school is not in session.
- 36.02 The calendar shall also make provisions for a two (2) hour early dismissal the last day in session before Thanksgiving recess, Christmas recess and Easter recess. There shall be at the end of every nine weeks grading period an early dismissal of two (2) hours for

students. This time will be uninterrupted for the teacher to work on his/her classroom grades. Teachers shall remain until regular dismissal time.

Teachers' meetings shall be held on Parent/Teacher Conference days, in-service days, or through late arrivals or early dismissals to school at the discretion of individual building administrators. Staff meetings one per nine week grading period may be held at the discretion of the building administrator. (only one thirty-minute meeting per nine week grading period). This does not exclude meetings that need to be called at other times due to emergency circumstances.

- 36.03 The Association President shall receive proposed calendar(s) one (1) month prior to Board adoption.
- 36.04 Before final adoption of a school calendar, the association president shall have the opportunity to address the Board of Education at the February meeting to present the association's preference of proposed calendars.
- 36.05 If it becomes necessary to amend the school calendar during the school year, the Association president will have the opportunity to address the Board of Education in order to present the Association's opinion of such amendment(s). The administration shall notify the Association of any proposed calendar change at the same time the Board is notified. Such notification shall occur prior to the Board meeting at which it is to be considered.

ARTICLE XXXVII – TEACHER PROTECTION

- 37.01 All teachers have the right to participate in professional and civic organizations for the teacher's personal benefit.
- 37.02 The private personal life of any teacher is not within the appropriate concern or attention of the Board as a condition of employment as long as it does not interfere with his/her teaching duties and effectiveness as determined through evaluation in accordance with Article IV of this Agreement.
- 37.03 Teachers may wear insignia pins, or other identification of membership in the Association or other civic or professional organizations on school premises, but the Board also expects teachers to enforce a standard of personal conduct which shall be above reproach and which shall contribute to a high morale in the school and a wholesome school reputation.
- 37.04 Teachers will be guaranteed academic freedom within the requirements of state and federal law, Board established curriculum, courses of study, grading and other policies and regulations pertaining to the academic program as determined by the Board of Education and Superintendent. Teachers may select means and methods of instruction

consistent with such policies, provided that a teacher's means and methods of instruction are subject to evaluation and modification pursuant to Article IV.

- 37.05 Freedom of individual conscience and expression, consistent with the obligation to respect the rights of all other parties, state and federal laws and Board policies, shall be encouraged to promote the best possible learning climate for pupils. A balanced and fair presentation of all sides of issues shall be made in the classroom.
- 37.06 Copies of any changes in Board policies that directly affect teachers shall be given to all staff members as soon as possible following adoption by the Board.

ARTICLE XXXVIII – CLASS SIZE

- 38.01 The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that pupil-teacher ratio shall not exceed minimum standards set forth by the Ohio Department of Education.
- 38.02 The Board further agrees to work toward balancing individual class sizes. Specifically, this means no teacher should have a disproportionate number of students when compared to other teachers within the same department in the core subjects.
- 38.03 By April 10, proposed class lists will be developed for the following year by teachers in each grade level in the elementary grades. Students will be evenly distributed by student growth. The class lists will be reviewed and approved or modified by the principal by April 20. If modified and the teacher believes the modification creates an unfair or uneven distribution of students, the class list will be referred to the LMC by May 15th.

ARTICLE XXXIX– EARLY RETIREMENT PROGRAM

- 39.01 A teacher who has completed ten (10) consecutive years of service with the district immediately preceding retirement and who has completed thirty (30) years of service credit, or has completed twenty-five years of service credit, and is eligible for retirement under one of the three state retirement systems is eligible for the benefits of the early retirement program.
 - A. Initial Year of Early Retirement Program
 - 1. All teachers having thirty (30) years of service who retire at the end of that thirtieth year and who notify the Paint Valley Board of Education in writing by June 1 of the thirtieth year of service, will qualify for thirty-five (35) percent of their total salary excluding supplemental contract salaries.

2. Teachers with 30 years of service who do not retire at the end of the initial year will follow the schedule in paragraph 2. For example, if a teacher retires with 31 years of service, he/she will receive 25%. If a teacher retires with 32 years of service, he/she will receive 15% and so on until he/she is off the schedule.

*Initial year is defined as the year the individual teacher completes or purchases his/her 30th year of service.

- B. Teachers who qualify and retire after June 30 shall receive early retirement benefits as follows:

<u>Years of Service</u>	<u>Percent</u>
30	35%
31	25%
32	15%
33	10%
34	5%

This Article will sunset and cease to exist on June 30, 2016.

- C. Teachers who become eligible for retirement prior to thirty (30) years of service (e.g., age 55 and 25 years of service) may receive an early retirement of thirty-five (35) percent. The teacher is eligible only following the year that makes him/her eligible. For example, if a teacher did not retire, he or she is not eligible the following year with 26 years of service and age 56. The teacher will become eligible again after completing 30 years of service and will follow the chart in paragraph (2).

- 39.02 A. The teacher shall furnish proof as to age (if service is less than thirty 30 years) and shall furnish statement from appropriate retirement system as to total number of service credit years on which teacher has retired.
- B. A teacher may receive an early retirement only once. Subsequent re-employment will not establish eligibility for another early retirement.
- C. Submission of written notice of retirement by June 15, with an effective date prior to beginning of the following school year. Notices received after June 1 will be counted on the chart in paragraph 2 for the following year with regards to percent of payment.
- D. Teachers who retire under disability retirement are not eligible for the early retirement program. (Plan A)

- 39.03 Upon meeting all of the above listed requirements a teacher may choose to receive payment within 120 days.

The teacher must be eligible for and applied for retirement under appropriate retirement system pursuant to the requirements of the applicable law for the system.

ARTICLE XL – ATTENDANCE INCENTIVE PLAN

1st 9 weeks: \$125.00 for 0 absences
2nd 9 weeks: \$125.00 for 0 absences
3rd 9 weeks: \$125.00 for 0 absences
4th 9 weeks: \$125.00 for 0 absences
Summer of 12 month employees: \$125.00 for 0 absences
9-10 month employees are eligible for 4 incentives
11-12 month employees are eligible for 5 incentives

Absences reduce by twenty-five percent (25%) over last year: All will get \$250.00

ARTICLE XLI – SICK LEAVE CONTRIBUTION

- 41.01 Each certified staff member may contribute five (5) days of sick leave per request to another certified employee when a need for such has been determined. This contribution is non-returnable. This contributed day of sick is not applicable to the attendance incentive plan.
- 41.02 A need for contribution is defined by the following:
1. For catastrophic illness or injury;
 2. Donee has exhausted his/her total sick leave days;
 3. Advancement of sick leave (five days) by the Board has also been exhausted;
 4. For reason as listed in Section 12.01 (B) of this contract for the certified employee or family member as listed in Section 12.01 (B) of this contract will extend at least five days beyond the total sick leave and Board advancement of sick leave;
- 41.03 When the aforementioned criteria have been determined to exist, the Treasurer shall make notification to the employee of existing conditions. On behalf of the employee, the Treasurer may then request in writing a contribution of at least five (5) and no more than twenty (20) days from the teaching staff. The Treasurer shall then deduct those days (only when such days are spent) from the list of contributors beginning with the teacher with the most sick leave accumulated.
- 41.04 Additional days that may be needed would require prior Board approval before a request can be made to the Association.

41.05 Any monetary reimbursement by an insurance company for said days shall be donated to the Association for its scholarship program.

ARTICLE XLII – NO TUITION FOR CHILDREN OF TEACHERS

42.01 Children of Paint Valley teachers in the district shall be permitted to enroll in the Paint Valley School District on a tuition-free basis, regardless of their residence, in accordance with ORC 3313.64 f. (8) and the 1987 Ohio Attorney General’s opinion no. 41, effective as of November 18, 1991.

ARTICLE XLIII – DRUG FREE SCHOOLS AND COMMUNITIES

43.01 The Board and the Association are committed to the national goal of a drug-free workplace. Staff members convicted of substance/chemical abuse violations shall be referred, by the board, to a community drug rehabilitation center.

ARTICLE XLIV – INTERACTIVE DISTANCE LEARNING (IDL)

- 44.01 A. Videotapes, Computer Programs, Television
1. Videotapes or computer programs of IDL classes may be used for makeup for all students enrolled in those IDL classes.
 2. Videotapes or computer programs of IDL classes are the joint property of the teacher and the Board of Education of the host school.
 3. Videotapes or computer programs shall not be shown without the express written permission of the IDL teacher, and the Board of Education or designee, except as stated in #1A.
 4. Videotape or computer programs shall not be used for subsequent re-broadcasting.
 5. The viewing or use of video tapes or computer programs cannot be part of the evaluation process.
- B. No IDL broadcast shall be provided to a school district where the teachers are conducting a legal strike.
- C. No television broadcast, video, or computer program will be used in lieu of or without a certified teacher being assigned to the class.

D. IDL Teacher

1. Each bargaining unit member may notify, in writing, his/her administrator of interest in teaching an IDL course. Selection must come from that list.
2. When making the selection, the Superintendent will select the bargaining unit member with the most seniority from a list of those expressing interest in teaching an IDL course.
3. Maintenance of IDL room equipment shall not be the duty of the IDL teacher.
4. Assignments to an IDL course shall be made on a yearly or semester basis and shall be by mutual agreement of the teacher and the Superintendent.

E. Participation in the IDL course project shall not reduce the total number of the Bargaining Unit Members employed or the hours worked as a result of the implementation and use of the telecommunications via IDL.

F. All positions will be posted according to this contract.

This committee shall meet at least on a yearly basis and/or as needed due to problems and start up. The committee shall be required to form a consensus in order to implement the Fiber Optics Program within the framework of this understanding. If consensus is not reached on an issue, that aspect of the program shall not proceed ahead until consensus is achieved.

ARTICLE XLV – LABOR MANAGEMENT COMMITTEE

45.01 A Labor Management Committee (“LMC”) shall be established for the 1996-97 school year and thereafter. The Superintendent and Association President shall each be members of the LMC and each shall appoint up to three (3) other members to serve on the LMC. The LMC shall meet at least four (4) times per school year. Either the Superintendent or the Association President may propose and coordinate meeting dates and prepare agenda items.

45.02 Before January 2015, the parties shall arrange training by FMCS for all new members of the LMC.

The Federal Mediation and Conciliation Service shall provide training for all LMC members prior to the first meeting. Within the first year of this agreement the parties shall arrange for and schedule LMC training by FMCS. The training shall be held on a Saturday if FMCS will so provide. If FMCS will not provide the training on a Saturday it shall be held during the regular workday and attendance shall be counted as professional leave for the teacher members.

ARTICLE XLVI – TECHNOLOGY TRAINING

- 46.01 Expenses incurred for technology training as required by the Paint Valley Local Schools will be the responsibility of the Paint Valley Board of Education.
- 46.02 Teachers shall not be required to use or provide personal tech devices or equipment for school business.

ARTICLE XLVII – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- 47.01 In accordance with Senate Bill 230, there shall be a Local Professional Development Committee (LPDC) established in the Paint Valley Local School District in accordance with the following provisions:
1. The purpose of the committee shall be to oversee, review, and approve professional development plans for course work, continuing education units, or other equivalent activities for the renewal of professional certificates or license renewal of all certified employees of the district, and any other activity established by law for LPDCs.
 2. The committee shall be composed of five members: three (3) teachers, one (1) principal, and one (1) other administrator. Terms shall be for two (2) years each, except that initial selection shall be staggered.
 3. Teacher members shall be selected by the PVLTA.
 4. Administrator members shall be selected by the Superintendent.
 5. The LPDC shall meet on a regular basis, as needed, and shall adopt its own regulations for such meetings.
 6. The LPDC shall be charged with the obligation to be operational for renewal of licenses effective September 1, 1998. The committee shall operate under the rules and regulations of Senate Bill 230, relevant adopted rules and regulations of the State Department of Education. The committee shall establish a procedure by which a teacher may appeal the decision of the LPDC.
 7. If any LPDC member is unable to complete his or her term of office, the Superintendent shall appoint an administrative person to fill any administrative vacancies, and the Association shall select any bargaining unit member replacements for the remainder of the unexpired term.

8. The Board shall provide the funds needed for the LPDC to function in an effective manner. Compensation and/or release time shall be provided to members of the LPDC to complete the necessary functions in compliance with the law. LPDC members shall receive \$1,000 per year (chairperson \$1200 per year). Any agreed upon release time for the functioning of the LPDC shall not count against any leave records for the teacher members.
9. A stipend of \$500 per year shall be given to each teacher becoming Master Teacher for every year in which a teacher is so distinguished. Becoming a Master Teacher shall be optional with no working condition effect. The LPDC shall assume Master Teacher responsibilities for the duration of this contract but shall be a subject of bargaining for a separate Master Teacher Committee for the next successor contract.

ARTICLE XLVIII – EMPLOYMENT OF RETIRED TEACHERS

48.01 A. Salary

Retired teachers employed by the Board shall be placed on the teacher's salary schedule and advance in typical fashion from step to step. The rehired retired teacher will receive years of teaching service up to 10 years for initial placement on the teachers' salary schedule. This and the remaining sections shall remain in effect except in the event the Board of Education has exhausted all possibilities to fill a vacant position.

- B. Retired teachers rehired by the Board will receive one (1) year contracts that will automatically expire without Board non-renewal action. Said teachers will be reemployed with one year contracts if he/she receives written notification by July 10.

C. Contract of Employment

The decision to hire or release a retired teacher shall be made by the Superintendent and be based upon the best interests of the academic program. No more than 5% of the certified staff being made up of rehired retired teachers. A retired teacher employed by the Board shall be ineligible for a continuing contract of employment, regardless of years of service with the District.

D. Supplemental Contracts

Retired teachers who are employed by the Board shall be eligible for supplemental contracts but will have no seniority rights for said contracts.

E. Leaves of Absence

Retired teachers employed by the Board shall receive sick leave (including bonus) and personal leave in accordance with this Agreement. Retired teachers employed by the Board shall not be eligible for sabbatical leave. Retired teachers employed by the Board are eligible for benefits of professional meetings, in-service meetings, association leave and family and medical leave as found in this Agreement. In no event shall leave extend beyond the retiree's employment contract term.

F. Reduction in Force/Seniority

Retired teachers employed by the Board shall have zero seniority in the bargaining unit and shall not accumulate seniority for any purpose. Retired teachers employed by the Board shall have no right to displace or bump or any right of recall in the event of a reduction in force.

G. Evaluation Procedures

The Board will not be required to evaluate said teachers.

H. Severance Pay

A retired teacher employed by the Board cannot receive severance pay from the District.

I. Sick Leave

Said teachers can accumulate sick leave but will begin his/her reemployment with the Board after retirement with zero (0) sick leave.

J. Sick Leave Contribution

A retired teacher employed by the Board cannot receive sick leave contributions as contained in this contract.

K. Insurance

The Board will provide insurance benefits to said teachers.

L. Academic Stipend

Retired teachers employed by the Board are not eligible for academic stipend.

M. Waiver/Supersede Contrary Provisions

The parties agree that to the extent the provisions of this article conflict with or contradict master agreement language and/or state law, the terms of this article prevail and will be applied to retired teachers employed by the Board.

ARTICLE XLIX – VOLUNTEERS

49.01 Bargaining Unit Members will not be required to have a volunteer(s). Volunteers will be approved by bargaining unit members who wish to have them.

ARTICLE L – SPECIAL EDUCATION

- 50.01 A. No bargaining unit member will be required to administer custodial care of special needs students on a continuing basis.
- B. No bargaining unit member will be required to administer any medical procedures or medications.

ARTICLE LI – DURATION OF AGREEMENT

51.01 This agreement shall be effective July 1, 2013, and shall continue in full force and effect until June 30, 2016.

The Board and the Association agree to reopen this contract to discuss health insurance if a cheaper but equal policy is found. This request can be made only once each school year.

51.02 One professionally printed Master Agreement shall be provided to each bargaining unit member as soon as possible following ratification of the Agreement. All bargaining unit members newly employed and/or returning from leaves, shall be provided a copy. The Association President shall be given extra copies. The costs of printing shall be borne equally by the parties.

51.03 A complete set of Board of Education policies shall be placed in each Principal's office, teacher's lounge and each library in the school district. In addition, one (1) copy shall be loaned to the Paint Valley Local Teacher's Association. The Board policies shall not be considered part of this Agreement.

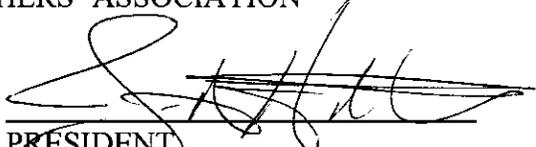
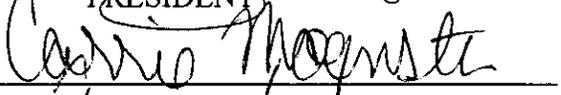
THE BOARD OF EDUCATION PAINT VALLEY LOCAL SCHOOL DISTRICT

BY: 
PRESIDENT

SUPERINTENDENT

TREASURER
9/23/14
DATE

THE PAINT VALLEY LOCAL TEACHERS' ASSOCIATION

BY: 
PRESIDENT

NEGOTIATIONS TEAM MEMBER

NEGOTIATIONS TEAM MEMBER
9/23/14
DATE

APPENDIX A

**PAINT VALLEY LOCAL SCHOOL DISTRICT
APPLICATION FOR LEAVE**

Date Submitted: _____

I. _____
EMPLOYEE'S NAME

Time Submitted: _____

Check One:

Except emergency personal leave, request for Personal Leave must be submitted 72 hours in advance.

- | | |
|------------------------------------|---|
| 1. _____ Personal Leave | 7. _____ Jury Duty |
| 2. _____ *Emergency Personal Leave | 8. _____ Assault Leave |
| 3. _____ *Professional Leave | 9. _____ Child Care Leave |
| 4. _____ Sick Leave | 10. _____ Leave Without Pay |
| 5. _____ Vacation Leave | 11. _____ Bus Trip Leave Without Pay |
| 6. _____ Association Leave | 12. _____ *Other-Describe Purpose Below |

Application for sick leave is for reasons permitted under board policy and ORC 3319.141.

If evidence substantiates leave was not in compliance with above requirements, pay shall be deducted.

*

*Specific purpose and destination: REQUIRED FOR EMERGENCY PERSONAL/PROFESSIONAL/OTHER: _____

Date(s) of requested leave: _____

AM Only _____ PM Only _____ FULL DAY _____

EMPLOYEE'S SIGNATURE: _____ **DATE:** _____

For Official Use Only

II. Approved _____ Disapproved _____ Approved _____ Disapproved _____

Principal's Signature _____

Superintendent's Signature _____

Date _____

Date _____

III. Employee shall be notified of approval/disapproval at least 24 hour before date of leave.

Substitute's Name

Date(s) worked

(revised Sept. 2010)

APPENDIX B

**PAINT VALLEY LOCAL SCHOOLS
ACADEMIC STIPEND
APPLICATION FOR APPROVAL**

Date _____

Teacher's Name _____

Purpose of taking course _____

Name of University	Course Name and Number	Number of Hours (Indicate sem. or qt.)	Tuition Cost	Enrollment Dates	
				____ Start	____ Ends

This application **MUST** be approved by the Superintendent in advance of course enrollment.

Courses **MUST** be in the field of education.

Upon completion of course grade report **MUST** be submitted to the Superintendent.

Payment will be made the following September after successful completion of course and only if the teacher is in employment (Paint Valley Schools) at that time.

FOR OFFICE USE ONLY:

Approved _____

Disapproved _____

Signature _____

Date _____

REMEMBER: Always turn into the Treasurer's Office any cost information that you have concerning the cost of the course that you are taking. It is always best to turn this information in when you have registered for your course as this is the time that you are most likely to have the cost information. Cost material could be brochures, flyers, letters, etc.

APPENDIX C

APPLICATION FOR ACADEMIC STIPEND REIMBURSEMENT

ARTICLE XXV of the Negotiated Agreement between the Paint Valley Local Board of Education and the Paint Valley Local Teachers Association

- 25.01 The Paint Valley Local Board of Education agrees to provide an academic stipend for any certified teacher at the rate of up to \$180.00 per semester hour and up to \$120.00 per quarter hour with the maximum payable amount being nine (9) semester hours or twelve (12) quarter hours. This amount will be payable in September with proof of enrollment dates.

- 25.02 Courses must be approved in advance by the Superintendent.

- 25.03 Courses shall be in field of education.

- 25.04 Application for payment will be made in September after successful completion of the course.

- 25.05 Payment will only be made if teacher is in the employment of the Paint Valley Local School District at the time of application for payment.

I, _____, hereby make application for academic stipend reimbursement in
NAME
accordance with ARTICLE XXV of the negotiated agreement between the Paint Valley Local Board of Education and the Paint Valley Local Teachers Association. Application is made for the following course(s).

Course Name	Code #	# of Hours	University/College	***Cost Per Enrollment			
				Semester Hour	Quarter Hour	Start	End

You need to provide proof of: Number of hours and kind (Transcript or grade report),
Cost per hour (Canceled Ck. w/ receipt or proof from
University/College of their charge per hour).

Applicant's Signature

Date

COST PER HOUR can be proven by whatever information that you had (printed material) that informed you what the cost per hour would be – Brochures, registration materials, etc.

PLEASE COMPLETE AND RETURN WITH ATTACHMENTS TO TREASURER'S OFFICE.

APPENDIX D

**PAINT VALLEY LOCAL
TEACHERS' ASSOCIATION
FORMAL GRIEVANCE PRESENTATION**

(To be completed by aggrieved person within thirty (30) days from the occurrence)

Aggrieved
Person _____

Date of Formal
Presentation _____

Home address of
Aggrieved Person _____

School
Assignment _____

Principal or Supervisor _____

Statement of Grievance:

Action Requested:

Signature of Aggrieved

DECISION OF PRINCIPAL

(To be completed by Principal, or other appropriate administrator, within five (5) days from grievance presentation)

Aggrieved Person _____

Date of Formal Grievance Presentation _____

School _____

Principal _____

Decision of the Principal and Reason:

Date of Decision _____

Signature of Principal

Aggrieved Person's Request:

To be completed by aggrieved within five (5) days of decision.

I accept the above decision of the Principal.

I hereby refer the above decision for appeal to the Superintendent of schools.

Date of Response _____

Signature of Aggrieved _____

DECISION BY SUPERINTENDENT

(To be completed by the Superintendent of schools within five (5) days after meeting with aggrieved. Meeting to be held within five (5) days after receipt of appeal)

Aggrieved Person _____

Date of Formal Grievance Presentation _____

Date Appeal Received By Superintendent _____

Date Meeting Held By Superintendent _____

Decision of Superintendent and Reasons:

Date of Decision _____

Signature of Superintendent

Aggrieved Persons Response:

To be completed by aggrieved within five (5) days of decision.

I accept the above decision of the Superintendent of schools.

I hereby appeal, to the Board of Education for a review of this grievance.
(Submitted to Treasurer within five (5) days)

Date of Response _____

Signature of Aggrieved

REVIEW BY BOARD OF EDUCATION

Aggrieved
Person _____

Date of Formal Grievance
Presentation _____

The attached grievance is hereby appealed to the Board of Education for a review and hearing. Board hearing to be held within thirty (30) days after receipt of appeal.

Date of Referral
To Board _____

Signature of Aggrieved

To be completed by Board of Education Chairman within ten (10) days after Board hearing with aggrieved.

Date appeal received by Board of Education _____

Date hearing held by Board of Education _____

Decision of Board of Education and Reasons:

Date of Decision _____

Signature of Board Chairman

Aggrieved Person's Response: To be completed by aggrieved within five (5) days of decision. (To the Superintendent)

I accept the above decision of the Board of Education.

I hereby request that the grievance be submitted to arbitration.

Date of Response _____

Signature of Aggrieved

APPENDIX E

**HEALTH AND WELFARE PLAN
SUMMARY PLAN DESCRIPTION**

PLAN NAME:

Paint Valley Local School District

NAME AND ADDRESS OF PLAN SPONSOR & ADMINISTRATOR:

Paint Valley Local School District
7454 U.S. Route 50
Bainbridge, OH 45612

TYPE OF PLAN:

Dental and vision benefits

DESIGNATED AGENT FOR SERVICE OF LEGAL PROCESS:

Paint Valley Local School District

CLAIMS ADMINISTRATOR:

Professional Risk Management
Southbridge Executive Park
7260 West Blvd., Bldg. H
P.O. Box 1049
Youngstown, Ohio 44501
(216) 726-5666
1-800-331-7620

APPENDIX G

FAMILY LEAVE REQUEST FORM

Name: _____ Date: _____

School: _____ Number of Days Requested: _____

Date(s) of Leave: Beginning _____ Through _____

Type of Leave (check one)

_____ Serious personal health condition

_____ Serious health condition of family member

_____ Childbirth

_____ Adoption or foster care of a child

I understand the policy of the Board of Education regarding family leave and agree to abide by its provisions.

[] (Copy attached)

Employee's Signature _____ Date _____

Supervisor's Signature _____ Date _____

Superintendent's Approval _____ Date _____

APPENDIX H

**EMPLOYER RESPONSE TO EMPLOYEE REQUEST FOR
FAMILY OR MEDICAL LEAVE**

Date: _____

TO: _____ (Employee's Name)

FROM: _____ Employer Representative

Subject: Request for Family/Medical Leave

On _____ (date), you notified us of your need to take family/medical leave due to:

- the birth of a child, or the placement of a child for adoption or foster care; or
- a serious health condition that you need care for; or
- a serious health condition affecting your spouse, child, parent, for which you are needed to provide care.

You notified us that you need this leave beginning on _____ (date) and that you expect leave to continue until on or about _____ (date)

Except as explained below, you have a right under the FMLA for up to twelve (12) weeks of unpaid leave in a twelve (12) month period for the reasons listed above. Also, your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work and you must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave. If you do not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; or (2) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.

This is to inform you that: (check appropriate boxes; explain where indicated)

1. You are eligible not eligible for leave under the FMLA.
2. The requested leave will will not be counted against your annual FMLA leave entitlement.
3. You will will not be required to furnish medical certification of a serious health condition. If required, you must furnish certification by _____ (insert date) (must be at least fifteen (15) days after you are notified of this requirement) or we may delay the commencement of your leave until the certification is submitted.

4. You may elect to substitute accrued paid leave for unpaid FMLA leave. We will will not require that you substitute accrued paid leave for unpaid FMLA leave. If paid leave will be used, the following conditions will apply: (Explain)
5.
 - a. If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA leave. Arrangements for payments have been discussed with you and it is agreed that you will make premium payments as follows: (Set forth dates, e.g., the 10th of each month, or pay periods, etc. that specifically cover the agreement with the employee.)
 - b. You have a thirty (30) day grace period in which to make payment. If payment has not been made timely, your group health insurance may be cancelled, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.
 - c. We will will not pay your share of the premiums for your health insurance while you are on leave.
 - d. We will will not do the same with other benefits (e.g. life insurance, disability insurance, etc.) while you are on FMLA leave. If we do, when you return from leave you will be expected to reimburse us for the payments made on your behalf.
6. You will will not be required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is required but not received, your return to work may be delayed until such certification is provided.
7.
 - a. You are are not a “key employee” as described in 825.218 of the FMLA regulations. If you are a “key employee,” restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us.
 - b. We have have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial or grievous economic harm to us. (Explain (a) and/or (b) below.)
8. You will will not be required to furnish us with periodic reports of your status and intent to return to work every thirty (30) days while on FMLA leave.
9. You will will not be required to furnish recertification every thirty (30) days relating to a serious health condition. (Explain below, if necessary.)

APPENDIX I

CERTIFICATION OF PHYSICIAN OR PRACTITIONER

-
- | | |
|--------------------|--|
| 1. Employee's Name | 2. Patient's Name (if other than employee) |
| 3. Diagnosis | |

-
- | | |
|-----------------------------|-----------------------------------|
| 4. Date condition commenced | 5. Probable duration of condition |
|-----------------------------|-----------------------------------|
-

6. Regimen of treatment to be prescribed (indicate number of visits, general nature, and duration of treatment, including referral to other provider of health services. Include schedule of visits or treatment, if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedule of hours per day or days per week.)

- a. By Physician or Practitioner

- b. By another provider of health services, if referred by Physician or Practitioner

If this certification relates to care for the employee's seriously ill family member, skip items 7, 8, and 9 and proceed to items 13 thru 20 on reverse side. Otherwise, continue below.

Check Yes or No in the boxes below, as appropriate

7. Is inpatient hospitalization of the employee required? Yes No
8. Is employee able to perform work of any kind? (If "NO", skip item 9)
 Yes No
9. Is employee able to perform the functions of employee's position? (Answer after reviewing statement from employer of essential functions of employee's position, or, if none provided, after discussing with employee) Yes No

-
- | | | |
|--|----------|--|
| 10. Signature of Physician or Practitioner | 11. Date | 12. Type of Practice (Field of Specialization, if any) |
|--|----------|--|

For certification relating to care for an employee's seriously ill family member, complete items 13 thru 17 below as they apply to the family member and proceed to item 20.

13. Is inpatient hospitalization of the family member (patient) required?
[] Yes [] No
14. Does (or will) the patient require assistance for basic medical, hygiene, nutritional needs, safety, or transportation? [] Yes [] No
15. After review of the employee's signed statement (See item 17 below), is the employee's presence necessary or would it be beneficial for the care of the patient? (This may include Psychological comfort.) [] Yes [] No
-
16. Estimate the period of time care is needed or the employee's presence would be beneficial.

Item 17 is to be completed by the employee needing family leave

17. When Family Leave is needed to care for a seriously-ill family member, the employee shall state the care he/she will provide and an estimate of the time period during which this care will be provided, including a schedule if leave is to be taken intermittently or on a reduced-leave schedule.

18. _____ 19. _____
Employee Signature Date

20. _____ 21. _____
Signature of Physician or Practitioner Date

22. Type of Practice (Field of Specialization, if any) _____

APPENDIX J

Coach Evaluation
Paint Valley Local Schools

Name _____

Sport and Season _____

Date _____

Rate the job performance with a scale of exemplary, adequate, needs improvement, and unsatisfactory.

Organization

- Preseason (paperwork, try-out, distribution of uniforms, and scheduling) _____
- Season (scheduling, paperwork and various forms needed throughout the year) _____
- Postseason (Uniform and equipment inventory, banquet requirements) _____
- Communication with AD, Principal, and Treasurer _____

Professionalism

- On time for practices and games _____
- Appropriate language _____
- Rapport with athletes and parents _____
- Dress _____
- Following the athletic handbook and school policy _____

Signature of Coach _____

Signature of Evaluator _____

ADDENDUM 1

MEMORANDUM OF UNDERSTANDING

Any faculty workroom not having a computer that is networked to a copier shall have a computer added to that faculty workroom by a donation of computers donated by the Ohio Education Association.

For the Association

For the Board

Date _____

Date _____

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