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Collective Bargaining Agreement

between the

**Putnam County Education
Association**

and the

**Putnam County Educational
Service Center
Governing Board**

July 1, 2015 through June 30, 2018

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is entered into by and between the Putnam County Educational Service Center Board of Education, hereinafter referred to as the "Board," and the Putnam County Education Association, OEA/NEA, hereinafter referred to as the "Association."

ARTICLE I - RECOGNITION

A. Association Recognition

This Agreement is entered into by and between the Putnam County Board of Education, hereinafter referred to as the "Board," and the Putnam County Education Association, OEA/NEA, hereinafter referred to as the "Association." The Board recognizes the Association as the sole and exclusive representative for the purpose of exercise of such rights as set forth in this Agreement and/or as defined and set forth in O.R.C. 4117 for all staff members in the employee bargaining unit as set forth in Section "B" herein.

B. Bargaining Unit

The bargaining unit shall include all full-time and part-time employees employed by the Board in a position requiring a four (4) year college degree and a teaching certificate/license issued by the Ohio Department of Education, and licensed speech/language therapists, who provide direct teaching and/or therapy services to students. The Superintendent, Treasurer, all administrators, all program supervisors and coordinators, all confidential employees, all casual and substitute employees, and all other employees shall be excluded from the bargaining unit.

ARTICLE 2 - ASSOCIATION RIGHTS

The Association shall be granted the following delineated sole and exclusive organizational rights as the agent of the bargaining unit.

A. Access to Buildings and Members to Conduct Association Business

Employees covered by this Agreement assigned to locations not under the control of the Board of Education of Putnam County shall have access to duly authorized representatives of the Association under the same rules as established for access to that local's bargaining unit membership in the respective building.

Such Association representatives may visit the Putnam County Board office for the purpose of meeting or conducting Association business with employees covered by this Agreement, provided that the appropriate administrator is notified in advance of the meeting, and provided that such visits do not occur on the work time of, or interfere with the normal work duties of an employee covered by this Agreement.

B. Use of Buildings and Equipment

1. Upon request and with the prior notice of the appropriate administrator, the Association may use the Putnam County Board offices for meetings and other business of the Association provided no other school-related activities are scheduled for the area and time requested, and provided further that the meeting in the building is concluded during the time the building is open to the public.

2. The Association shall have the right to use school word processing equipment such as typewriters and copy machines at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association shall be responsible for any damage to said equipment resulting from the Association's use.

C. Use of Bulletin Boards

The Association shall be permitted to display Association materials on a designated bulletin board.

D. Access to Board Meetings/Board Documents

The president of the Association shall be provided with a copy of the Board agenda and accompanying data regarded as public information no later than the day prior to a Board meeting. The president of the Association shall be placed on the Board agenda upon his/her request, provided the issue has first been discussed with the Superintendent. When Board meetings are held during normal working hours, the Superintendent will make arrangements so as to enable an Association representatives to be present. The Association shall be responsible for notifying the Superintendent as to who such representative will be.

Upon request, the Association shall be provided without cost one (1) copy of the following:

1. Board minutes;
2. Board policy manual;
3. Employee directory;
4. Budget and financial reports and documents when they are prepared.

E. New Staff

1. Names and addresses of newly-employed professional staff members shall be provided to the Association following Board approval of their contract.
2. At the first day orientation meeting, the Association will be provided the opportunity to address the staff following the close of the comments or address by the Superintendent and/or other administration.

F. Payroll Deduction of Association Dues

1. The Association shall be granted the right to payroll deduction for each Association member of his/her Association dues as authorized by that member, without cost to the Association and/or the member. The Association shall determine the amount to be deducted for each Association member and shall so notify the Board Treasurer of his/her designee by September 15.

Such authorization shall continue in effect until such time that said staff member gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.

Such deduction(s) shall be made in equal amounts from each paycheck beginning with the last paycheck in September and continuing for each of the successive paychecks throughout the last paycheck in August or the last paycheck of the school year, whichever comes first.

2. All dues of the Association and its affiliates which are deducted from each member's paycheck shall be forwarded by the Board Treasurer or his/her designee to the Association Treasurer in a single check each month.

Within two (2) days of the receipt of a bargaining unit member's written notice to discontinue such deductions, the Board Treasurer shall provide the Association Treasurer a copy of such withdrawal of payroll authorization.

G. Association Leave

The president of the Association or his/her designee, or elected delegates to meetings of the Ohio Education Association, or other state and national organizations affiliated with same, may attend official meetings of these bodies which are required of them in their elected or appointed positions without loss of pay. No expenses for such meetings, other than substitute service shall be paid by the Board. Association leave shall be limited to a maximum of three (3) days per year.

H. No Reprisal Clause

There shall be no reprisals or penalties of any kind taken against or levied upon any professional staff member by reason of his/her membership in the association or participation in any of its activities.

I. Fair Share Fee

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

The "fair share fee" provisions of this Agreement shall be applicable only to: (1) employees in the bargaining unit who as of July 1, 1992 are members of the Association; (2) current employees in the bargaining unit who join the Association on or after July 1, 1992 and during the term of their employment, at which time said provisions shall become applicable to them; and (3) new employees employed on or after July 1, 1992. The said fair share fee provisions shall not be applicable to current employees in the bargaining unit who are not members of the Association as of July 1, 1992, and who do not during the term of their employment voluntarily become members of the Association after July 1, 1992.

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

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

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

1. Sixty (60) days of employment in a bargaining unit position (which shall be the required probationary period); or
2. January 15.

Upon notification from the Association that a bargaining unit member has terminated Association membership, the Treasurer of the Board shall commence the check-off of the annual fair share fee with respect to such former member. The amount of the fee to be deducted by such check-off shall be the total of the annual dues and assessments of the Association less the amount previously paid through employee-authorized payroll deduction. The deduction of the amount to be deducted shall commence on the first pay day occurring on or after forty-five (45) days from the termination of membership.

Association dues and assessments rates and annual fair share fee rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining amounts to be payroll deducted. The Board will promptly transmit all amounts so deducted to the Association. The Board will accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4417.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

ARTICLE 3 - NEGOTIATION PROCEDURES

A. Requests for Opening of Negotiations

Negotiations may be initiated not more than one hundred twenty (120) days prior to the expiration of the contract by notice from the Association to the Superintendent or by the Superintendent to the president or bargaining agent of the Association. Upon receipt of a request to begin negotiations, a mutually-convenient meeting date shall be scheduled. Both parties agree to conduct negotiations in good faith as that term has been interpreted by the laws of the State of Ohio through their designated representatives.

B. Negotiating Period

Commencing with the initial agenda setting session, negotiations will continue for a period of at least sixty (60) days exclusive of mediation or other impasse procedure, unless the parties mutually agree to extend the period for such negotiations.

C. Exchange of Information

The designated representatives of the Board and the Association agree to make available to each other upon written request and with a reasonable period of time all available public information on matters which are being negotiated.

D. Initial Negotiating Session/Subsequent Negotiating Session

At each and every negotiating session shall be the establishment of a mutually-agreeable time, date, and place of the next session between said teams.

The following provisions will generally govern the conduct of such meetings unless otherwise agreed by the parties:

1. All negotiations shall be conducted in executive sessions exclusively between said representatives unless the parties mutually agree to waive this provision.
2. All items negotiated to tentative agreement will be reduced to writing, dated, and initialed by the chairperson of each negotiating team.

E. Ratification of Agreement

When an agreement is reached by the negotiating teams, that agreement shall be reduced to writing and signed by the chairperson of each team. Each team will recommend favorably to its members the acceptance of the tentative agreement. The tentative agreement shall be submitted to the Association for possible ratification with the results of the ratification vote by the Association's membership communicated to the Board in writing by the president of the Association or his/her designee. Upon receipt of the notification that the Association has ratified the agreement, the Board shall meet to act on the tentative agreement at the next regular or special meeting of the Board of Education which shall be not more than fifteen (15) days after the submission of the tentative agreement to the parties.

F. Final Agreement

Following ratification by both the Association and the Board, four (4) copies of the Agreement shall be executed by the parties. Each of the parties shall retain a copy of the Agreement. One (1) copy shall be submitted to the State Employment Relations Board (hereinafter referred to as "SERB"), pursuant to its rules and one (1) copy shall be retained by the agent of record.

G. Impasse Procedure

1. Mutually Agreed Alternate Dispute Resolution Procedure:

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

2. Responsibilities:

The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize in good faith such mediatory facilities as are or may be provided.

3. Mediation:

If agreement is not reached on matters being negotiated at the end of the negotiating period or not later than thirty (30) calendar days prior to the expiration date of this Agreement, either party may declare an impasse and request that an impartial mediator be appointed. The Federal Mediation and Conciliation Service shall be requested to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service.

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

second list. The parties shall alternately strike a name until one remains, and that person shall serve as the mediator.

The mediator shall have the authority to schedule and conduct meetings for the purpose of assisting the parties to reach a settlement of the impasse.

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

Except by mutual written consent, the selection and mediation process shall not extend for more than thirty (30) calendar days from the date of the declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) days and shall not extend beyond the expiration of this Agreement except by written agreement of the parties prior to such expiration. All such extensions shall be for a specified period of time. The cost of securing and utilizing the services of a mediator shall be shared equally by the Board and the Association.

ARTICLE 4 - GRIEVANCE PROCEDURE

A. Purpose

The purpose of this grievance procedure is to secure, at the lowest possible administrative level, the resolution of any dispute over the terms of this Agreement. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure. The parties further agree that this procedure shall be available to all employees covered by this Agreement, and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

B. Definitions

1. **Grievance** - a grievance is any complaint or dispute involving the interpretation, application or alleged violation of this Agreement.
2. **Grievant** - a grievance may be filed by the employee(s) affected by the action being grieved, or by the Association.
3. **Day** - day shall mean "working" day.
4. **Immediate or Appropriate Supervisor** - for purposes of the grievance procedure shall mean the lowest level administrator having the authority to resolve the grievance.

C. Step One

A grievance within the meaning of this Article shall be presented directly to the employee's immediate supervisor or other appropriate administrator within twenty-five (25) days of the occurrence of the event giving rise to the grievance. The grievance shall be submitted in writing, and the written grievance shall contain a statement of the alleged facts upon which the grievance is based and shall reference the specific provision(s) of this Agreement allegedly violated, misinterpreted or misapplied. The grievant may request a hearing before the supervisor at this level. If requested, the hearing shall be at a time mutually agreeable to the grievant and the supervisor. The supervisor shall respond to the grievance in writing within seven (7) days after receipt of said grievance, or if a hearing is requested, within

seven (7) days after the conclusion of said hearing. The written response shall be sent to the grievant and the Association president.

D. Step Two

If the grievance is not satisfactorily resolved at Step One, the grievant may appeal the grievance to the Superintendent by submitting the grievance to the Superintendent within seven (7) days of receipt of the Step One response. Within seven (7) days after the receipt of the grievance, the Superintendent shall hold a meeting with the grievant, an Association representative, and such other persons as may be deemed appropriate, to discuss and attempt to resolve the grievance. The grievant shall be notified in writing of the Superintendent's decision at Step Two within seven (7) days after the meeting.

E. Step Three

Within seven (7) days of receipt of the Step Two response, or if the Superintendent fails to file a timely response at Step Two, the Association may appeal the grievance to arbitration by notifying the Superintendent of its intention to appeal to arbitration. The arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to arbitration shall be according to the voluntary rules and regulations of the American Arbitration Association. The arbitrator shall not relative to arbitration have the authority to add to, subtract from, modify, change or alter any of the provisions of this contract. The decision of the arbitrator shall be binding. The cost for the arbitrator shall be shared equally by the parties.

F. Miscellaneous Provisions

1. The failure to timely file a grievance, or to appeal a grievance to the next step of the grievance procedure, shall render the grievance null and void and no longer subject the grievance procedure. The failure of the Board to timely respond at any step shall automatically advance the grievance to the next step.
2. All meetings provided for in this procedure shall be held at a mutually agreed-to time which will afford a fair and reasonable opportunity for all persons, including witnesses necessary to be present to attend. Whenever possible, grievance meetings shall be held during non-working hours. When a grievance meeting is held during working hours, only the grievant will be paid for the time spent at the grievance meeting or hearing.
3. No grievance meeting or adjustment of a grievance shall take place without the knowledge of the Association. The Association shall be entitled to attend and participate in any grievance meeting or hearing. The president of the Association shall receive a copy of the written decision rendered at each step of the grievance procedure.
4. The time limits for filing and processing a grievance may be extended upon mutual consent of the parties.
5. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.
6. A grievance may be withdrawn by the grievant at any time without prejudice.
7. If a grievance appears to rise from the actions of an authority higher than the immediate supervisor, or which effects a group of members of the Association, or which involve more than one supervisor, or which involves the Superintendent, or

which alleges a violation of Association rights, may be submitted at Step Two described herein and the processing of such grievance shall commence at Step Two. In addition, the parties may mutually agree to expedite grievance arbitration and advance the grievance directly to arbitration.

ARTICLE 5 - EMPLOYMENT PRACTICES

A. Seniority

1. **Seniority Defined:** Seniority shall mean the length of continuous employment in a bargaining unit position as follows:
 - a. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
 - b. Seniority shall accrue for all time an employee is on active pay status or is receiving workers' compensation benefits for the same amount of time as the accrued sick leave they have at the time of the disability.
 - c. Time spent on inactive pay status (unpaid leave or layoff) or in a non-bargaining unit position, shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
 - d. For layoff and recall (RIF) purposes only, employees employed under a continuing contract shall have greater seniority than employees employed under limited contracts.

2. **Equal Seniority:** A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the application of the seniority provisions above. Ties in seniority shall be broken by the following method to determine the most senior employee:
 - a. The employee who has the greatest number of accumulated days of prior, substitute or part-time service in the District not previously counted as continuous employment, and then;
 - b. The employee with the earliest date of hire as determined by the date of the Board meeting at which the staff member was hired, and then the order of hire at the Board meeting where the employee was initially hired and then, if a tie still remains;
 - c. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

3. **Loss of Seniority:** Seniority shall be lost when an employee retires or resigns, discharged for cause, or otherwise leaves the employment of the employer.

4. **Posting of Seniority List:** In addition to the posting provisions required under the reduction in force provisions, the Board shall prepare and post a seniority list, ranking each employee in the employee's area(s) of certification. The employee's most recent date of hire and contract status (limited or continuing and duration of contract) will be listed after the employee's name. The list shall be posted by January 30 of each year, and a copy provided to the Association president.

B. Vacancies, Transfers, and Promotions

A vacancy is an opening resulting from the creation of a new position, or an opening resulting from the reassignment, resignation, retirement or termination of an employee, which the Board decides to fill.

The Board will mail a notice of all vacancies to each staff member at least eight (8) working days, or five (5) days if the vacancy arises within the two (2) weeks prior to the onset of school, before any selection is made to fill the vacancy.

Such vacancy postings shall include the date of posting, the application deadline, the qualifications for the position, the location of the position, the hours of work, the months of employment, and the salary for the position.

Interested bargaining unit members shall apply in writing to the Superintendent or designee within the applicable posting period.

Vacancies shall be filled by the most qualified applicant. In the event all relevant factors are equal, the applicant from within the bargaining unit with the greatest seniority will be offered the position.

With the public announcement of the selection, the Employer shall make known its decision as to which applicant has been selected to fill the posted position. Each applicant shall be so notified in writing with a copy provided to the Association. The Superintendent may make temporary assignment of personnel into positions in which a vacancy exists. Such appointment shall extend until selection procedures are completed, but not beyond the current school year and not to exceed (60) days, whichever is shorter, unless a replacement willing to accept such vacancy cannot be found.

Voluntary Transfers: Voluntary transfer shall be defined as any transfer where affected staff have made application for such transfer or where such affected staff have agreed to such transfer.

Involuntary Transfers: Involuntary transfers shall be defined as any transfer that is not voluntary.

The parties agree that involuntary transfer of bargaining unit members are to be effected only when there are no qualified voluntary applicants, shall not be initiated for disciplinary reasons and shall be in inverse order of seniority except in such cases where the Superintendent can justify a non-seniority transfer.

The Superintendent retains under this Agreement the sole authority and discretion to assign and reassign employees, except as such authority may be specifically limited by this Agreement.

C. Assignment Notice

Prior to the end of each school year, employees covered by this Agreement shall be provided written notice containing the employee's tentative assignment area and/or teaching assignment for the following school year, which notice shall also indicate the tentative location of the assignment if a tentative location has been determined.

D. Evaluation Procedure

The Board of Education, in consultation with teachers employed by the Board, adopts this standards-based evaluation procedure in conformance with the framework for evaluation of teachers developed by the State Board of Education under O.R.C. §3319.112.

1. Teaching Employees Covered by this Policy: This evaluation procedure applies to those teaching employees required by law or the Ohio Department of Education (“ODE”) to be evaluated pursuant to the Ohio Teacher Evaluation System (“OTES”).
2. Performance Expectations: At the beginning of each school year (prior to October 1), the administration shall acquaint all teachers of the school district's performance expectations, evaluation procedures, criteria, and instruments which may subsequently be used in the evaluation process, and will clearly set forth in writing and distribute same to all teachers who have not previously received such performance expectations and evaluation procedures, criteria and instruments.
3. Credentialed Evaluators: The Board will adopt a list of approved credentialed evaluators. Each teacher evaluation conducted under this Policy shall be conducted by a person who is permitted by law to evaluate teachers using OTES. The goal of the Board is to use evaluators employed by the school district as building and district administrators, but the Board reserves the right to choose the credentialed evaluators as needed.

4. Evaluation Timeline and Requirement:

A. All Teachers

a) District administrators shall conduct an evaluation of each teacher subject to this Policy at least annually. Each evaluation shall include: 1) two (2) cycles of formal observations of at least thirty (30) minutes each. All teacher evaluations shall be completed by the first day of May, and each teacher subject to this Policy shall be provided with a written copy of the evaluation results by the tenth day of May. At least one observation shall be completed during the first semester of the school year.

b) For those teachers who are on limited or extended limited contracts pursuant to O.R.C. §3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three formal observations must be conducted annually by the first day of May. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the tenth day of May. Newly employed staff members must have at least one observation before the district's regularly scheduled Parent/Teacher Conferences.

c) Walkthroughs shall be conducted at the discretion of the evaluator.

d) Formal observations will be conducted only on days when normal classroom procedures can be expected. Thus, teachers will not be observed for the purpose of a formal observation on the day before or after a holiday recess, on the day after extended absence, on Staff Development days, or on the first or last day of a marking period, unless previously agreed upon by both the teacher and credentialed evaluator.

e) All formal observations shall include a pre-observation and a post-observation conference. The pre-observation conference will take place between the credentialed evaluator and the teacher to be observed, and serve as an opportunity to discuss the lesson to be observed. All formal observations shall be followed, within seven school days, by a conference between the credentialed administrator and the teacher involved. This conference will provide for the discussion of the teaching performance and any

questions which may arise from the formal observation. The time constraints for this conference will be modified by illness or other emergency or by mutual agreement between the credentialed administrator and the teacher.

5. Accomplished/Skilled Teachers:

a) Options for Accomplished Teachers:

a. Evaluation every three years annual requirements are:

- i. One observation, one conference with teacher
- ii. Student growth measures calculated in eTPES and must remain average or higher (the accomplished rating will be carried forward to the Final Summative Rating to complete the rating for the 2014-2015 academic year if the requirements above are met)
- iii. Option for full evaluation if desired
- iv. Professional Growth or Improvement Plan still required

b) Options for Skilled Teachers:

a. Evaluate every two years annual requirements are:

- i. One observation, one conference with teacher
- ii. Student growth measures calculated in eTPES and must remain average or higher (the accomplished rating will be carried forward to the Final Summative Rating to complete the rating for the 2014-2015 academic year if the requirements above are met)
- iii. Option for full evaluation if desired
- iv. Professional Growth or Improvement Plan still required

6. Assigning an Effectiveness Rating: Effectiveness ratings shall be based on the percentages of teacher performance and student growth set forth in Ohio law. Each evaluation will result in an effectiveness rating of "Accomplished," "Skilled," "Developing," or "Ineffective." Any changes to the effectiveness rating designations required by law will be automatically put in place. An effectiveness rating will be based on criteria required to be considered by Ohio Law and ODE regulations.

Teacher Performance and Student Growth Measures ratings shall be combined to reach the summative teacher effectiveness rating. The Evaluation Matrix currently developed by the ODE will be used.

7. Calculating Teacher Performance: Teacher Performance will be determined using evaluation tools developed by the ODE. Those tools are incorporated by reference.

8. Calculating Student Growth Measures: Student academic growth will be measured through Value-Added scores on evaluations for teachers where Value-Added scores are available in proportion to the part of a teacher's schedule of courses or subjects for which the Value-Added progress dimension is applicable. If all or part of a teacher's schedule is not comprised of courses for which Value-Added is applicable, then that portion of the student growth shall be measured using Student Learning Objectives.

9. Professional Growth and Improvement Plans: Teachers must develop professional growth or improvement plans based on the Evaluation Matrix provided by ODE through the OTES model.

For any improvement plan, the credentialed administrator shall provide the teacher with specific nature of the deficiency, with specific, written recommendations for improvement and shall provide opportunity for assistance and resources necessary to implement such recommendations.

10. Retention and Promotion Decisions: The Board shall utilize the Reduction in Force procedure set forth in Article VI(D) process for retaining or not retaining a teacher.

11. Removal of Poorly-Performing Teachers: Teachers who are determined by the Superintendent to be poorly-performing teachers, and those who are not found to be poorly performing, but that the Board has decided should be non-renewed, shall be non-renewed in accordance with ORC Section 3319.11.

12. Professional Development: The Board's plan for the allocation of financial resources to support professional development is as follows:

The Governing Board of Education will allocate financial resources to support professional development through the use of Governing Board funds. This allocation will be at the sole discretion of the Governing Board of Education.

13. Response to Evaluation: The teacher shall have the right to make a written response to the evaluation, and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties shall be provided to the teacher.

E. Contract Sequence

The initial employment contract of an employee covered by this Agreement shall be for a term not to exceed one year. Thereafter, if an employee is re-employed at the expiration of an expiring limited contract, the successor contract shall be for a term of not less than the term provided for in the following schedule, unless the Board of Education has provided the teacher written reasons directed at the employee's professional improvement, by April 30 of the year which the contract expires, for offering the teacher employment for a shorter term:

First Renewal	One year contract;
Second Renewal	Two year contract;
Third Renewal	Three year contract;
Fourth Renewal	Five year contract.

An employee for whom the Superintendent intends to recommend for a contract for a shorter term than the employee would otherwise be eligible for under the provisions of this Article shall be notified in writing on or before April 2 of the intended recommendation, and said notice shall include the reasons for the recommendation. Any staff member so notified shall be entitled, upon request, to a conference with the Superintendent and afforded the opportunity to respond to the reasons listed in said notification. The conference shall be held within ten (10) school days of the request for the conference.

F. Reduction in Force

In the event the Board of Education determines that it is necessary to reduce the number of bargaining unit staff positions, it may do so only for one of the following reasons:

1. Lack of or declining enrollment in a unit or program operated by the Board;
2. A unit or program operated by the Board as transferred to or taken over by a local school district;
3. Return to duty of regular staff after leave of absence or temporary assignment;
4. As a result of the suspension of schools or territorial changes affecting the District;
5. Overstaffing in an area of certification for reasons other than declining enrollment;

6. For financial reasons.

In the event of a reduction in staff, the following procedure shall be followed. To the extent possible, the number of staff members affected by a reduction in force shall be minimized by not employing replacements for staff members who retire, resign or whose limited contracts are not renewed for reasons other than reduction in force.

G. Suspension-Renewal Suspension

Reduction needed beyond the number resulting from attrition shall be accomplished by suspension of existing limited contracts and/or renewal suspension of expiring limited contracts and/or necessary suspension of continuing contracts. Those contracts to be suspended and/or renewal suspended, i.e., those staff to be laid off, will be determined as follows:

1. The Board will determine the positions to be reduced.
 - a. Employees in a position to be reduced will be laid off in reverse order of seniority. Part-time employees in the position shall be laid off, by seniority, before full-time employees.
 - b. An employee in the position to be reduced may elect to displace any less senior staff member in any other area of certification for which the more senior staff member is also certificated. An employee electing to displace another employee shall notify the Superintendent within ten (10) days of receipt by the Association president of layoff provided for in paragraph 3 below.
2. The Association president and all employees affected shall be notified of a layoff no later than thirty (30) calendar days prior to the work day that the layoff is to begin. Said notice shall include the reasons for the layoff, the positions to be reduced, and the intended effective date of the layoff.
3. Staff subject to or affected by such suspensions will be offered open positions(s) for which they have temporary certification or are otherwise legally qualified to fill said position.
4. Employees whose contracts are suspended as a result of a reduction in force will be placed on recall list for up to thirty-six (36) months from the date of the reduction. Members on the recall list shall have the following rights:
 - a. Staff members on the recall list will be recalled in order of seniority for vacancies in positions for which they are certified/licensed, or could obtain a supplemental license.
 - b. If a vacancy occurs, the Board will send an announcement to the last known address of all employees on the recall list who are certified for the vacant position. Employees shall be responsible to keep the Board informed of his/her current address or whereabouts. Employees shall respond in writing to the notice of vacancy within five (5) work days. The most senior of those responding will be reinstated to the vacant position. Any employee who fails to respond to a notice of vacancy shall be removed from the recall list.
 - c. No new teacher will be employed to fill a vacancy before all employees on the recall list who are certified/licensed for the vacancy have either declined the vacancy or failed to respond to the notice of vacancy.

- d. So long as any employee remains on layoff status, no current non-bargaining unit employee shall be assigned to fill a vacancy before all employees on the recall list who are certified/licensed for the vacancy have either declined the vacancy or failed to respond to the notice of vacancy.
- e. An employee on layoff status shall notify the Superintendent if he/she would perform substitute teaching service while on layoff. Employees on layoff status so notifying the Superintendent shall be called for substitute teaching service in order of seniority.
- f. An employee on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority as he/she had at the time of layoff. The recalled staff member's placement on the salary schedule and sick leave accumulation shall be determined in accordance with this Agreement and/or the Ohio Revised Code, as appropriate
- g. Laid off employees may, for the duration of their recall eligibility or for that period required by law, whichever is greater, elect to continue participation in any or all of the group insurance plans available to regular employees by paying the full premium for said insurance (s) when due to the Treasurer.

H. Personnel File

The personnel file for each bargaining unit member shall be maintained in the Administration office. Personnel files shall be considered confidential files.

During normal working hours, and upon reasonable advanced request, a bargaining unit member shall have the right to review his/her personnel file in the Administration office, in the presence of the superintendent or his/her designee. The bargaining unit member shall have the right to have a representative present with him/her while reviewing the file.

All material placed in an employee's personnel file shall be signed and dated by the administrator placing the information in the file.

Prior to placing a document related to a bargaining unit employee's job performance in the employee's personnel file, the employee shall be shown the document, given the opportunity to initial the document, and shall be provided a copy of the document without cost to the employee. If the bargaining unit member refused to initial the document, it may be placed in the file. The bargaining unit member's initials shall not constitute agreement with the content of the document but only that the document has been inspected.

A bargaining unit member shall have the right to attach a written reply/rebuttal to any material being placed in his/her file, and the reply shall be attached to the material in question. Anonymous letters or materials shall not be placed in a bargaining unit member's personnel file.

All personnel information shall be maintained with such accuracy, relevance, timeliness, and completeness as is necessary to assure fairness and any determination made with respect to the staff member on the basis of the information. If any material or information contained in an employee's personnel file are inaccurate, irrelevant, untimely, or incomplete, such material shall be removed from the employee's file.

ARTICLE 6 - LEAVES

A. Sick Leave

1. Each full-time professional staff member shall be entitled to fifteen (15) days sick leave with pay for each year under contract and shall accrue sick leave at the rate of one and one-fourth (1¼) days for each calendar month under contract. Sick leave shall be cumulative to two hundred (200) days except that all staff with the maximum accrued sick leave that use less than fifteen (15) days of sick leave per year will continue to be credited with the maximum sick leave regardless of when during the school year such sick leave had been used.
2. Each newly hired staff member who has no accumulated sick leave will be advanced an accumulation of sick leave of at least five (5) days. Each professional staff member under regular, full-time contract will continue to accumulate sick leave at the rate of one and one-fourth (1¼) days per month while on paid sick leave.
3. Those employees who render part-time, per diem, or hourly service, will be entitled to sick leave in proportion to the time actually worked.
4. Any professional staff member having terminated employment with the Board will have their accumulated sick leave reinstated upon reemployment provided such sick leave has not been used in the employ of another board of education or other agency of the State of Ohio covered by such provision.
5. A professional staff member reemployed by the Board who, since leaving the employ of the Board, has been employed by another board(s) of education or by state, county, or municipal government(s) in Ohio, will receive full credit up to 200 days for sick leave accumulated while in the prior employ of the Board and/or while in the employ of other agencies of the State of Ohio.
6. Any professional staff member being employment by the Board who, since leaving the employ of the Board, has been employed by another board(s) of education or by state, county, or municipal government(s) in Ohio will receive full credit up to 200 days for the sick leave accumulated in this previous employment.
7. Professional staff members absent for purposes of sick leave when school is canceled and when staff are relieved of their regular teaching duties for that day, will not be charged with sick leave.
8. Professional staff members should notify their immediate superior or designee of any absences as soon as possible so that appropriate arrangement can be made to secure a substitute. Except in emergency situations, lesson plans from the teaching staff must be available to the substitute.
9. Sick leave shall be granted for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.
 - a. Injury and/or Illness in the Immediate Family: For purposes of injury or illness in one's immediate family, immediate family will be interpreted as spouse, child, mother, father, sister, brother, step-child, step-parent, or any other relative as approved by the Superintendent on a case-by-case basis. The maximum amount of sick leave for purposes of an injury and/or illness of an adult child over the age of 26 shall be 3 days. Additional days may be approved by the Superintendent.

- b. Death in Family: In the event of death in the employee's family, immediate family shall be defined as parent, child, spouse, sister, brother, grandparent, grandchild, step-child, step-parent, and in-laws or any other relative approved by the Superintendent on a case-by-case basis.

- 10. Each professional staff member will use the KIOSK on-line system to justify the use of sick leave, and it must be approved by the Superintendent. If medical attention is required, the employee shall list, on the same form, the name and address of the attending physician and the date when the doctor was consulted. An employee using sick leave for more than four (4) consecutive days may be required to provide a written medical statement or other appropriate documentation justifying the use of sick leave.

B. Personal Leave

Employees covered by this Agreement shall be entitled to up to three (3) days of personal leave, with pay, per school year. Such leave shall not accumulate from year to year. Personal leave is to be used for the purpose of transacting business or attending to affairs or problems of a personal nature which cannot be scheduled or attended to outside the employee's regular work hours. This means that personal leave shall not be used to extend a holiday, a vacation period, or any other leave period, or for any other recreational purpose, or in lieu of sick leave, except where sick leave has been exhausted, or for seeking employment or engaging in other employment, or for any other reason not consistent with the purpose as described above for which personal leave is to be used.

Except in cases of emergency or in situations beyond the control of the employee, personal leave shall not be used within twenty (20) school days of the beginning or end of the school year.

Except in cases of emergency or beyond the control of the employee, a request to take personal leave must be made through the KIOSK on-line system and submitted to the superintendent at least five (5) days prior to the date for which the leave is requested. Except in cases of emergency or situations beyond the control of the employee, personal leave must be approved in advance, through the KIOSK system, by the Superintendent or his designee in order for it to qualify as such under this Article. Personal leave may be taken in one-fourth day increments.

C. Assault Leave

Pursuant to Section 3319.143 of the Ohio Revised Code, a member of the bargaining unit who is physically disabled as a result of a physical assault on him/her while the member is performing duties required by his/her employment contract with the Board and occurring on school premises or during a school-sponsored function and not caused by another employee of the District shall be entitled to assault leave.

When such assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable for sick leave to a maximum of twenty (20) school days per member each school year. This may be extended by the Board of Education. Medical verification shall be furnished to the Superintendent or designee for all assault leave requests of more than one (1) day.

D. Professional Leave

The Superintendent may grant a day or days of leave without loss of pay to employees covered by this Agreement to attend meetings, seminars, classes, workshops that will further

the professional development of the employee. **Application for professional leave should be made on the KIOSK on-line system** at least ten (10) days in advance of the meeting. If the leave request is denied, the Superintendent will provide, in writing, the reason for the denial. The employee will be reimbursed for expenses verified by receipts to the amount approved in advance by the Superintendent.

E. Child Care Leave

Upon the request of any bargaining unit employee, a leave of absence without pay shall be granted to care for a newborn infant or for the adoption of a minor child. Such leave shall be for the remainder of the semester in which such leave is requested and, at the option of the employee for the subsequent two (2) semesters. Employees returning from child care leave shall do so at the start of a semester. An employee on child care leave may return to his/her duties sooner than initially requested, including in the middle of a semester, with the approval of the Board, which approval shall not be unreasonably withheld.

F. Jury Duty

An employee called for jury service or who is subpoenaed to appear in any judicial proceeding to which the employee is not a party shall be released without loss of pay provide the employee submits the remuneration, except transportation costs, received to the Treasurer's office.

G. Other Unpaid Leaves of Absence

Pursuant to ORC 3319.13, upon the written request of an employee covered by this Agreement, and with the approval of the Board of Education, an employee may be granted a leave of absence for a period of not more than two (2) consecutive school years for educational or professional or other purposes, and shall be granted such leave where illness or other disability is the reason for the request.

H. Provisions Applicable to All Unpaid Leaves of Absence

The Board of Education shall continue to carry on the School District's payroll records, employees on unpaid leaves of absence for the purpose of the group term life, hospitalization, surgical or major medical insurance. The Board shall not be obligated to pay the premium for these insurances for those employees on leave except as provided for under the Family and Medical Leave Act (FMLA), but the employee may, at his/her option, continue said insurances by paying the full premium due in advance to the Treasurer. No other compensation or fringe benefits shall be provided.

Upon returning to service at the expiration of an unpaid leave of absence, the employee shall resume the contract status which he/she held prior to the leave.

The term of an employee's contract shall not be extended by an unpaid leave of absence, and in the event that an employee's limited contract expires while on such leave, the employee's contract may be renewed or not renewed in accordance with the provisions of this Agreement and ORC 3319.11.

ARTICLE 7 - PROFESSIONAL COMPENSATION

A. Salary Placement and Payroll Practices

Each bargaining unit member covered by this Agreement will be paid the salary at the rate set forth in the basic salary schedule for the applicable school year consistent with their

training and experience and supplemental salary schedule where applicable. The salary schedules applicable during the term of this Agreement are attached hereto.

For purposes of salary schedule placement, one year's experience shall be defined as not less than 120 days of teaching experience in the same school district during a given school year. A year of military service shall be defined as twelve (12) months or major fraction thereof.

Staff members with outside teaching experience employed by the Board shall be given credit for up to twelve (12) years of service outside the District, whether private or public, or for up to five (5) years of military service in the Armed Forces of the United States or any combination of both not to exceed twelve (12) years of service for proper placement on the salary schedule. Bargaining unit members on extended service contracts shall be paid their per diem rate for each day of such service.

B. Advancement on Salary – Additional Training

A staff member may advance to a higher level on the salary schedule by fulfilling the following:

1. The affected staff member shall provide evidence of completed additional graduate hours from an accredited college or university.
2. Said hours must be verified by transcript or letter from the college or university dean where the course work was completed. The salary adjustment will be made no later than September 15 and retroactive to the beginning of the current school year following receipt of the transcript and/or letter of verification to the Superintendent.

C. Pay Periods

Employees covered by this Agreement shall be paid in twenty-six (26) equal installments over a twelve (12) month period.

All salaries shall be paid through direct deposit. Employees will continue to receive their regular pay stub, containing payroll information, including but not necessarily limited to withholding of taxes and annuities and leave accumulation and usage.

D. Deductions

Deductions from pay may be made for the following items:

1. Annuities (from one of the four TSA companies in use)
The enrollment period for TSA's will be opened twice each school year.
2. Insurance
3. Political Contributions
4. Credit Union / Bank Savings Account
5. Other deductions as may be required by law or may be agreed to by the Treasurer of the Board
6. 125 Plan

A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the District. Such authorizations must be submitted no later than October 1 of each year. Except where minimums are otherwise required by the company or other government agencies, a minimum withholding shall be at least \$1.00.

Except for Association dues, withholding as otherwise provided herein, said deduction(s) shall commence with the next regular paycheck within fifteen (15) days or the second regular paycheck, whichever comes first, following submission of the request and shall continue in equal amounts from each successive check for the remainder of the school year. Authorized withholding may be increased or decreased or halted, but such adjustment may be made only once during each half of the year.

E. Base Salary

Base salary shall be defined as the regular salary paid to a full-time staff member with a bachelor's degree and no experience.

F. Daily or Per Diem Rate Defined

1. The daily or per diem rate shall be calculated by dividing the salary, as listed on the salary schedule in this Agreement, corresponding to the affected staff members training and experience by the number of work days in the adopted school calendar for regular full-time staff (excluding extended service).
2. Salaries of persons working full days but less than a complete school year shall be calculated on the number of actual days worked times the daily rate.

G. Salary of Part-time Staff

1. Full day, partial week:

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

2. Partial day schedule:

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

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

fraction of the total pupil contract time required of a full-time staff member assigned to the same or similar position.

Part-time staff shall be entitled to Board-paid fringe benefits prorated to the service for which they are contracted (prorated on the basis of their salary to that of full-time staff with the same placement on the salary schedule). (Amended 8/25/95).

H. Waiver of Salary Notification

The parties hereby agree that the Board shall not be required to provide a salary notice pursuant to OR 3319.12 for the 1995-96 school year and thereafter for the duration of this Agreement.

I. STRS Pick-Up

The Board agrees to annuitize each bargaining unit member's total contribution to STRS by deducting that amount from the member's pay before each member is paid.

The procedure shall be as follows: The Board shall designate each member's mandatory contribution to the State Teachers Retirement System of Ohio as "picked up" by the Board although such contribution shall continue to be designated as employee contributions. The amount of the member's income reported by the Board as subject to federal and state income tax shall be the member's total gross income reduced by the then current percentage amount of the member's mandatory STRS contribution. No member's total salary shall be increased by such "pick up", nor shall the Board's total contribution to STRS be increased thereby. There shall be no increased cost to the Board resulting from this Article except incidental administrative costs necessary to implement this Article.

It is expressly understood that all employees covered by this collective bargaining agreement shall be subject to this provision as a condition of their employment.

The members of the bargaining unit acknowledge that the Board is in no way liable to them as a result of the implementation of this program at their request and that said members assume any and all liability as a result of an adverse ruling by the Internal Revenue Service.

J. Health Insurance Coverage

The Board shall provide insurance to employees covered by this contract through the health insurance plan provided by the Putnam County Schools Insurance Group or any successor health insurance plan that may be provided. Part-time staff shall be entitled to Board-paid fringe benefits prorated to the service for which they are contracted (see subsection G herein).

The provisions for the full scale/spectrum 125 Plan with a mutually-agreed upon company will be continued for the duration of this Agreement. The amount of the health insurance premium to be paid by an employee may be contributed as part of the 125 Plan

The Board shall pay 85% for the health insurance premium for single and family coverage for the PPO health insurance plans currently offered by the Putnam County Schools Insurance Group.

The Board shall pay 90% for the health insurance premium for single and family coverage for the High Deductable (H.S.A.) health insurance plans currently offered by the Putnam County Schools Insurance Group. For the High Deductable plans the Board will contribute \$2,000.00 annually for family plans and \$1,000.00 annually for single plans into the employee Health Savings Accounts. The payments will be split into 2 equal payments made in January and June.

In the event the current Putnam County Schools Insurance Group is dissolved, the Board and the Association will meet to negotiate health insurance.

K. Severance Pay

Any staff member with a minimum of ten (10) or more years of accumulated service with the state, any political subdivision, or any combination thereof who elects to retire shall be paid 25% of his/her accumulated and unused sick leave. The maximum payment which shall be made is 25% of 200 days (50 days).

The rate of pay for all such accumulated days shall be the per diem rate of the annual salary as determined by the salary schedule in effect at the time of last service.

An employee who meets the service requirements set forth above and who dies while in the employ of the Board shall be entitled to the severance pay provided for in this section. In the case of death, severance will be paid to the beneficiary designated by the employee on the Designation of Beneficiary for Receipt of Severance Benefits Form. In the absence of a beneficiary designation, severance shall be paid to the estate of the deceased employee pursuant to R.C. 2113.04.

Payment of severance pay shall extinguish all obligations of the employer for any further payment or restoration of unused sick leave.

L. Travel Reimbursement

Reimbursement for mileage for those staff that are required to drive their personal vehicles will be provided at the rate set annually by the Board (which shall not be less than the previous rate) per mile to the nearest mile. Mileage will be paid for all travel related to the affected staff member's assignment beyond home to initial point of arrival within the county and final point of departure within the county to home for the day. Mileage will also be paid for all authorized trips outside the county.

M. Group Life

The Board shall purchase from a carrier licensed by the State of Ohio group term life insurance for each employee included in the bargaining unit in the amount of \$15,000, plus an equal amount of accidental death and dismemberment coverage. The Board shall pay 100% of the premium for said group life insurance.

ARTICLE 8 - WORKING CONDITIONS

A. Work Year

The length of the school year shall be 185 days for regular teaching staff and staff not on extended service contracts.

B. Work Week

The normal work week for all bargaining unit members shall be Monday through Friday.

C. Work Day

Except as noted below, the normal length of the school day for full-time staff assigned to the county building shall be eight (8) hours, with one (1) hour for lunch.

The length of the day for staff assigned to one or more of the local school sites shall be the length of day in that school building.

D. Faculty Meetings

Meetings will be conducted in the same manner as they have in the past.

E. Early Dismissal-Teacher In-Service

Release time will be allotted in the case of in-service meetings held during the day which staff members are required to attend.

F. Parent-Teacher Conferences

The schedule for parent/teacher conferences for staff assigned to local buildings will be the same as that of the local school.

G. Other Work Hours/Meetings

Except as noted above, bargaining unit members shall not be required to attend or otherwise participate in curriculum development, text book selection, college course work, in-service programs and/or workshop except where time for such activities is provided during the context of the regular work day or supplemental compensation is provided.

H. Calamity Days

Nothing in this Agreement shall require the Board to keep offices and buildings open in the event of inclement weather or when otherwise prevented by an act of God, or an event that causes the closing of schools. When all the schools are closed to students, due to the above conditions, bargaining unit members shall not be required to report to their job assignments and shall suffer no loss of salary. Staff assigned to local buildings will not be required to report to duty when that building is closed due to calamity.

I. Preparation/Conference Time/Coordination Time

Staff members who are required to receive planning/coordination time under state minimum standards, shall be provided such time during the normal work day.

J. Supplies

Each department will be given a budget. The supervisors shall meet with his/her staff to discuss the amount of budget allocated to each department and the procedures for ordering at least one (1) month prior to deadline for submission of purchase orders.

Staff shall be permitted to prioritize their purchase requests for purchased supplies, materials or teaching aides and be assured of receipt of same providing such orders are within the budgetary limits established for the affected staff member.

A copy of all staff submitted purchase orders shall be returned to the staff with a clear indication as to the approval or disapproval in whole or part of the items (materials/equipment ordered). No substitution of such staff orders will be made without the express knowledge and consent of the affected staff member.

Each spring prior to April 1, staff will prepare a list of miscellaneous and incidental supplies for use in individual classrooms or work assignment areas. Each supervisor will consolidate such lists for the purposes of ordering such supplies.

Upon approval of the Superintendent, staff members will be authorized to supply funds toward the discretionary/incidental purchase of materials, supplies, books, equipment or any other such teaching/learning materials to be used in conjunction with that staff member's current assignment.

K. Aides/Education Assignments

Aides not required to be assigned exclusively by an IEP may be assigned to more than one classroom. Classroom teachers who are not provided or assigned full-time aides will be provided communication devices so as to enable the affected staff member to summon help when needed.

L. Administration of Medical Procedures/Medications

Staff shall not be required to administer any medication or perform any medical procedure such as but not necessarily limited to catheterization, physical therapy, and occupational therapy unless the affected staff member is licensed and/or trained to do so.

M. Custodial Care Facilities

Teachers and/or aides responsible for custodial care of students shall be provided with sanitary/sterile materials as are necessary to provide the service to the affected student such as but not necessarily limited to the following: changing mats, disposable gloves and sterilizing solution.

N. Local Professional Development Committee

Prior to September 1 of each school year, the Association and Board shall establish a Local Professional Development Committee (LPDC) pursuant to applicable state law (SB 230). The Committee shall be comprised of three (3) bargaining unit members selected by the Association and two (2) administrative personnel selected by the Board. When reviewing or approving an administrative license, one (1) bargaining unit member shall be removed from the Committee and an additional appointee of the Board shall be placed on the Committee.

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

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

Appeals of LPDC decisions shall be made to the LPDC within thirty (30) calendar days of the LPDC decision. A second appeal may be made to the County Superintendent within thirty (30) days of the LPDC appeal hearing.

Each Committee member except the Secretary shall be paid \$20.00 per hour up to a maximum of 25 hours for work performed outside the regular work day. The Secretary shall be paid \$20.00 per hour up to a maximum of 50 hours for work performed outside the regular work day.

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

O. Entry Year Program

Entry year program mentors and mentees will be compensated for participating in the program in accordance with current program guidelines.

P. IEP Relief Stay

The relief time as necessary will be provided for the development of individualized education plans.

Q. Hepatitis B Vaccination

The Board shall make available the Hepatitis B vaccine and vaccine series to all employees who have occupational exposure, and post-exposure evaluation and follow up to all employees who have been exposed.

If the employee declines the vaccine, the employee will fill out a declination form provided by the Board. If the employee changes his/her mind, the Hepatitis B vaccine will be made available.

ARTICLE 9 - DURATION

A. Separability

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

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

If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto which affects the terms of this Agreement or which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment or working condition(s), then the parties will meet to negotiate the additional term, condition of employment or working condition within ten (10) school days upon request of either party. If such negotiations do not resolve the matter within twenty-one (21) school days thereafter, the impasse procedures contained herein may be initiated by either party. Upon agreement and ratification by the parties, any substitute provisions shall be incorporated into this Agreement by written, signed amendments by the parties hereto.

B. Management Rights

The Association recognizes that the Board is the duly elected body charged by law with the authority and responsibility to establish the rules and regulations by which the Putnam County Educational Service Center will be governed, as provided in R.C. 3313.47 and R.C. 4117.08, except as may be limited by the terms of this Agreement and/or Chapter 4117 of the Ohio Revised Code. Accordingly, subject only to the limitations specifically set forth in this Agreement and/or Chapter 4117, the Association recognizes that the Board retains and reserves unto itself all powers, rights, authority, duty and responsibilities with respect to the management, supervision and control of other Putnam County School Districts. The

exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement and/or Chapter 4117 of the Ohio Revised Code.

C. Amendments

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

D. Duration of Agreement

This Agreement shall be effective on the date it is executed by the parties, and shall remain in effect until June 30, 2018. This Agreement shall be the base from which future negotiations shall proceed. If any item in this Agreement is not changed through future negotiations, it shall be carried forward, automatically, in writing into each successor agreement.

Buttrey Akrate 8-13-15
President, Putnam County
Education Association

Luigi Hochbein 8-13-15
President, Putnam County Educational
Service Center Governing Board

Joan Cottam 8-13-15
Negotiations Chairperson,
Putnam County Education Association

Jan L. Calver 8-13-15
Superintendent, Putnam County
Educational Service Center

Putnam County Education Association
Salary Schedule for 2015-16

Yrs Exp.	BA/BS 150 Hours	MA	
	0.0380	0.0430	0.0480
0	\$31,800	\$33,008	\$34,821
	1.0000	1.038	1.0950
1	\$33,008	\$34,376	\$36,347
	1.0380	1.0810	1.1430
2	\$34,217	\$35,743	\$37,874
	1.0760	1.1240	1.1910
3	\$35,425	\$37,111	\$39,400
	1.1140	1.1670	1.2390
4	\$36,634	\$38,478	\$40,927
	1.1520	1.2100	1.2870
5	\$37,842	\$39,845	\$42,453
	1.1900	1.2530	1.3350
6	\$39,050	\$41,213	\$43,979
	1.2280	1.2960	1.3830
7	\$40,259	\$42,580	\$45,506
	1.2660	1.3390	1.4310
8	\$41,467	\$43,948	\$47,032
	1.3040	1.3820	1.4790
9	\$42,676	\$45,315	\$48,559
	1.3420	1.4250	1.5270
10	\$43,884	\$46,682	\$50,085
	1.3800	1.4680	1.5750
11	\$45,092	\$48,050	\$51,611
	1.4180	1.5110	1.6230
12	\$46,301	\$49,417	\$53,138
	1.4560	1.5540	1.6710
15	\$47,509	\$50,785	\$54,664
	1.4940	1.5970	1.7190
16	\$48,718	\$52,152	\$56,191
	1.5320	1.6400	1.7670
17	\$49,926	\$53,519	\$57,717
	1.5700	1.6830	1.8150
25	\$51,134	\$54,887	\$59,243
	1.6080	1.7260	1.8630

Putnam County Education Association
Salary Schedule for 2016-17

Yrs Exp.	BA/BS 150 Hours	MA	
	0.0380	0.0430	0.0480
0	\$32,436	\$33,669	\$35,517
	1.0000	1.038	1.0950
1	\$33,669	\$35,063	\$37,074
	1.0380	1.0810	1.1430
2	\$34,901	\$36,458	\$38,631
	1.0760	1.1240	1.1910
3	\$36,134	\$37,853	\$40,188
	1.1140	1.1670	1.2390
4	\$37,366	\$39,248	\$41,745
	1.1520	1.2100	1.2870
5	\$38,599	\$40,642	\$43,302
	1.1900	1.2530	1.3350
6	\$39,831	\$42,037	\$44,859
	1.2280	1.2960	1.3830
7	\$41,064	\$43,432	\$46,416
	1.2660	1.3390	1.4310
8	\$42,297	\$44,827	\$47,973
	1.3040	1.3820	1.4790
9	\$43,529	\$46,221	\$49,530
	1.3420	1.4250	1.5270
10	\$44,762	\$47,616	\$51,087
	1.3800	1.4680	1.5750
11	\$45,994	\$49,011	\$52,644
	1.4180	1.5110	1.6230
12	\$47,227	\$50,406	\$54,201
	1.4560	1.5540	1.6710
15	\$48,459	\$51,800	\$55,757
	1.4940	1.5970	1.7190
16	\$49,692	\$53,195	\$57,314
	1.5320	1.6400	1.7670
17	\$50,925	\$54,590	\$58,871
	1.5700	1.6830	1.8150
25	\$52,157	\$55,985	\$60,428
	1.6080	1.7260	1.8630

Putnam County Education Association
Salary Schedule for 2017-18

Yrs Exp.	BA/BS 150 Hours	MA	
	0.0380	0.0430	0.0480
0	\$33,085	\$34,342	\$36,228
	1.0000	1.038	1.0950
1	\$34,342	\$35,765	\$37,816
	1.0380	1.0810	1.1430
2	\$35,599	\$37,188	\$39,404
	1.0760	1.1240	1.1910
3	\$36,857	\$38,610	\$40,992
	1.1140	1.1670	1.2390
4	\$38,114	\$40,033	\$42,580
	1.1520	1.2100	1.2870
5	\$39,371	\$41,456	\$44,168
	1.1900	1.2530	1.3350
6	\$40,628	\$42,878	\$45,757
	1.2280	1.2960	1.3830
7	\$41,886	\$44,301	\$47,345
	1.2660	1.3390	1.4310
8	\$43,143	\$45,723	\$48,933
	1.3040	1.3820	1.4790
9	\$44,400	\$47,146	\$50,521
	1.3420	1.4250	1.5270
10	\$45,657	\$48,569	\$52,109
	1.3800	1.4680	1.5750
11	\$46,915	\$49,991	\$53,697
	1.4180	1.5110	1.6230
12	\$48,172	\$51,414	\$55,285
	1.4560	1.5540	1.6710
15	\$49,429	\$52,837	\$56,873
	1.4940	1.5970	1.7190
16	\$50,686	\$54,259	\$58,461
	1.5320	1.6400	1.7670
17	\$51,943	\$55,682	\$60,049
	1.5700	1.6830	1.8150
25	\$53,201	\$57,105	\$61,637
	1.6080	1.7260	1.8630

SEVERANCE BENEFICIARY FORM

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

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>ADDRESS</u>	<u>PHONE #</u>	<u>PERCENTAGE</u>
_____	_____	_____ _____	_____	_____
_____	_____	_____ _____	_____	_____
_____	_____	_____ _____	_____	_____

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

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

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>ADDRESS</u>	<u>PHONE #</u>	<u>PERCENTAGE</u>
_____	_____	_____ _____	_____	_____
_____	_____	_____ _____	_____	_____
_____	_____	_____ _____	_____	_____

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

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

(Date)

(Signature – Employee)

(Date)

(Signature – Employee’s Spouse)