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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

Between

PAULDING EXEMPTED VILLAGE BOARD OF EDUCATION

and

PAULDING EDUCATION ASSOCIATION

JULY 1, 2009 – JUNE 30, 2012

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ARTICLE I -- RECOGNITION AND DEFINITIONS

A. ASSOCIATION RECOGNITION

The Paulding Exempted Village Board of Education recognizes the Paulding Education Association OEA/NEA as the sole and exclusive representative for the purposes and exercise of such rights as defined and set forth in O.R.C. 4117 or as may be set forth in this Agreement for all employees in the bargaining unit as set forth in Section "B" herein.

B. BARGAINING UNIT DEFINITION

The bargaining unit will be defined as all certificated personnel employed by the Board of Education whether on leave, on per diem basis, or otherwise employed, or any other person performing or to perform any work normally performed by employees or any similar work, including by way of illustration only but not limitation, classroom teachers (K-12, adult, special, vocational, and substitutes), guidance counselors, school psychologist, librarians, school nurses, junior high athletic director, tutors, and individuals employed under extra curricular or supplemental contracts. The Superintendent, Assistant Superintendent, if any, principals, athletic director, assistant principals or other administrative personnel, if any, where their administrative duties are at least fifty (50) percent of their assigned time, confidential employees, management level employees, supervisors, casual substitutes, and seasonal and casual employees as determined by the State Employment Relations Board (hereinafter referred to as SERB) shall not be considered to be a part of the bargaining unit

No employee as defined in Section 3319.09 of the Revised Code shall be designated as a supervisor, a management level employee, or administrator excluded from the bargaining unit unless he/she is employed under a contract governed by Section 3319.01, 3319.011, or 3319.02 of the Revised Code, and is assigned to a position for which a certificate is required by divisions (E), (F), (G), (H), (J), (L), and (M) of Section 3319.22 of the Revised Code, or is a supervisor certified under division (I) of Section 3319.22 of the Revised Code.

Association representation will include any newly created position unless such employment position is among those excluded and noted above.

C. DEFINITIONS

Board of Education - Paulding Exempted Village School District Board of Education acting as a corporate entity

Board - Anyone designated to act on behalf of the Board of Education in a particular situation

Superintendent - Superintendent or designee

Association - Paulding Education Association OEA/NEA

Employee - A member of the bargaining unit

Day - A calendar day, unless otherwise specified

Casual Substitute - Those substitutes working for less than thirty (30) consecutive school days, excluding calamity days and up to two days of absence for illness

ARTICLE II -- NEGOTIATIONS

A. COMMITMENT TO BARGAIN/SCOPE OF NEGOTIATIONS

The Board shall enter into negotiations with the Association for the purpose of achieving a signed Agreement covering compensation, hours, terms, and other conditions of employment, the continuation, modification, or deletion of any existing provision of a collective bargaining agreement, other matters of concern of the Association or the Board.

Both parties agree to conduct negotiations in "Good Faith." "Good Faith" requires that the Association and the Board provide reasons for their proposals and counterproposals and be willing to react to each other's proposals and make concessions with the intent of reaching agreement. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and/or offer counterproposals. "Good Faith" does not mean that either negotiations team is given authority to make final commitment for the Board or Association.

B. ACCESS TO INFORMATION

Upon request by the Association and in compliance with the Ohio Revised Code, Section 149.43, the Board shall supply all public information, financial or otherwise, relative to the operation of the school district.

Upon request of the Association, the Board and Superintendent agree to furnish in a reasonable period of time such other routinely prepared information as will assist the Association in developing intelligent, accurate, and constructive proposals on behalf of the employees. In addition, the Board and the administration will grant reasonable requests for any other pertinent information which may be relevant to negotiations.

The Association agrees to furnish all available information for its proposals to the Board's negotiating team to support the Association's position(s).

Personal notes and/or rationale developed to support proposals shall not be construed as information available for exchange except as may be divulged as part of a proposal or as otherwise may be released by the respective parties.

C. DIRECTED REQUESTS

The filing of the Notice to Negotiate to open negotiations shall be in writing and either be mailed or hand delivered to the receiving party. Board requests shall be directed to the president of the Association. Association requests shall be directed to the Superintendent.

A representative of the Association will meet with the Superintendent for the purpose of establishing a mutually satisfactory time, date and place for the initial negotiations session.

Unless the parties mutually agree otherwise, a date for the initial negotiations session shall be set within fifteen (15) weekdays (M-F) following receipt of a Notice to Negotiate by either party.

D. COMPOSITION OF NEGOTIATING TEAMS

The Association shall, without restriction, select those individuals who shall comprise the Association's negotiating team.

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

Except by mutual agreement, the total number of representatives for each party will not exceed five (5).

E. INITIAL NEGOTIATING SESSION/SUBSEQUENT NEGOTIATING SESSION

The parties shall exchange issues or packages at the first actual bargaining session.

All negotiations shall be conducted in executive session exclusively between said representatives.

F. CAUCUS

Upon request of either party, the negotiating session shall be recessed to permit the requesting party to caucus.

G. PROGRESS REPORTS

Upon approval of both parties, periodic progress reports may be issued to the general public. This provision shall not be construed to prohibit the communication of the status, nature or progress of negotiations to the membership of each of the parties.

H. AGREEMENT

1. As tentative agreement is reached on each item during the negotiating period, the Agreement shall be reduced to writing and initialed by each team.
2. If agreement is reached on matters being negotiated, the tentative agreements reached between the negotiating teams shall be reduced to writing and submitted to the Association for its consideration. If ratified, such written Agreement shall be submitted to the Board of Education for its consideration. The Board of Education shall take action at its next regular or special meeting which shall be not more than thirty (30) days from the date of receipt of the ratified Agreement from the Association.

I. FINAL AGREEMENT

Upon approval by both the Association and the Board of Education, three (3) copies of the total Agreement shall be signed by the President of the Board of Education, the Superintendent, the Association president, and the Association negotiations chairperson. Both parties shall retain a signed copy of the final Agreement which shall be binding upon both parties. Within thirty (30) days of the execution of the final Agreement, the third copy will be submitted to SERB in fulfillment of its rules and regulations.

J. DISAGREEMENT

1. Mutually Agreed Alternate Dispute Resolution Procedure

The impasse resolution procedures herein shall supersede the dispute settlement procedures set forth under O.R.C. 4117.14 (C)(2) through 4117.14 (D)(1) as provided for

under ORC 4117 (C)(1)(f) in the negotiations for a successor contract. ORC 4117.14 (D)(2) and provisions thereafter shall then apply.

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 after thirty (30) days from the filing of the Notice to Negotiate, either party may declare an impasse and request that an impartial mediator be appointed. The Federal Mediation and Conciliation Service (FMCS) shall be requested to appoint a mediator, and the selection shall be in accordance with FMCS rules.

In the event that the FMCS 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 cost of securing and utilizing a mediator, if any, shall be shared equally by the Board and the Association.

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.

4. Ultimate Impasse

The parties shall be deemed to be at an ultimate impasse (mediation has failed) if agreement has not been reached within thirty (30) calendar days of the initial mediation session, unless otherwise agreed.

ARTICLE III -- ASSOCIATION RIGHTS

Exclusive recognition shall entitle the Association to the following organization rights:

A. NON-DISCRIMINATION/NON-REPRISAL

The Board hereby agrees that every employee shall have the right to organize, join, and support the Association for the purpose of engaging in professional bargaining and other lawful concerted activities for mutual aid and protection. The Board agrees that it will not discriminate against any member of the bargaining unit because of the exercise of any of their legal and constitutional rights; the Board will not discriminate against any employee by reason of his/her Association activities or professional membership, bargaining activities, or utilization of the grievance procedure.

There will be no reprisals or penalties of any kind taken against or levied upon any employee by reason of his/her membership in the Association or participation in any of its activities.

B. RIGHTS UNDER THE LAW

Nothing contained herein will be construed to restrict or deny any rights employees may have under the law or any other applicable rules or regulations, except as may be expressly set forth herein.

C. USE OF SCHOOL BUILDINGS AND EQUIPMENT

The Association will have the right to use school buildings for official Association business without cost at reasonable times for meetings. Arrangements for general membership, building, or other large meetings will be made with the respective building principal. Any added costs over and above the normal operational costs of the building will be borne by the Association.

The Association building representative will have permission to use school equipment for official Association business when such equipment is not being used for classroom instruction or office work. Employees using such equipment must be competent in the operation of said equipment. No equipment shall be removed from the building in which it is located without the permission of the principal. Supplies used in connection with such equipment will be furnished by or paid for by the Association. Any such supplies expended as a result of such equipment use may be purchased from the Board at the same cost as incurred by the Board.

D. ASSOCIATION BUSINESS DURING SCHOOL HOURS

The Association shall be permitted to transact its official business on school property during the school day as long as it will not interfere with the teaching responsibilities of an employee or attempt to interrupt normal school operations. The principal has the right to halt any activities which will interrupt normal school activities.

The President of the Association and/or a designee and/or the UniServ Consultant for the Association shall have the right to visit schools and individual employees so long as such visits will not interfere with the normal teaching duties of the employee to be contacted.

E. DISSEMINATION OF INFORMATION

The Association or its representatives shall have the right to do the following with respect to official Association business:

1. Place notices, circulars, and other material in all employees' mailboxes.
2. Use the inter-school mail and e-mail systems to distribute material of the type described above.
3. Use, in each building, a reasonable amount of space on existing employee bulletin boards.
4. Make brief announcements following the conclusion of building faculty meetings.

F. PAYROLL DEDUCTION

The following payroll deductions will be provided at no cost to the employee:

1. Association dues -- Employees may at any time until October 1st sign and deliver to the Board a form authorizing payroll deduction of membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect until such time that said employee gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.

PEA Scholarship fund contributions will operate in the same manner, using a form to be agreed upon.

Such deduction shall be made in equal amounts, for all individuals so authorizing, beginning with the first paycheck in November and for the remaining paychecks for that school year payroll except for the third check of the month when it occurs. The Treasurer of the Board, on the date payroll checks are distributed, will wire transfer to the Association the amount of dues so deducted. In order to take advantage of this deposit the Association must keep an account at the same bank that the Board deposits its payroll into.

Within two (2) days of the receipt of written notification from any member of the bargaining unit to discontinue their authorization of payroll deduction for their Association dues, the Board Treasurer will forward the names of such individual(s) to the Association Treasurer.

2. Political contributions and PEA Scholarship fund contributions of not less than \$1.00 per payroll deduction. The Treasurer of the Board, on the date payroll checks are distributed, will wire transfer to the Association the amount for each deduction. In order to take advantage of this deposit the Association must keep an account at the same bank that the Board deposits its payroll into.
3. United Way deductions may be specified by a member of the bargaining unit and may be changed annually at the time of the United Way fund drive.

G. SCHOOL BOARD

1. Meeting Notice and Agenda -- The President of the Association will be given notice and supplied with an agenda of all regular and special Board meetings at the same time they are made available to the Board or the press, whichever comes first.

2. Association Participation -- A representative of the Association shall be permitted to address the Board at each Board meeting. The Association may also arrange to be placed on the agenda by submitting a written request forty-eight (48) hours in advance of the meeting to the Superintendent.
3. Minutes and Other Public Documents -- At no cost to the Association, the president of the Association will be supplied with minutes, attachments, addenda, special reports, financial statements and similar documents used by the Board in the course of school operations. In addition, the Board and the administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to negotiations.

H. ASSOCIATION LEAVE

Those employees elected as officers, appointed as committee members, or elected as 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 expense for such meetings, other than substitute service, shall be paid by the Board. No more than three (3) members of the bargaining unit may be absent from regular assignments at any one time.

I. INPUT INTO POLICY CHANGES

The Association will be afforded the opportunity to consult with the administration on any new or modified educational policies. The Association shall be given the opportunity to advise the Board with respect to such matters prior to their adoption and/or general publication.

J. ASSOCIATION PRESIDENT SCHEDULE

The Association President(s), or Designee, shall be permitted to leave the building during his/her preparation period for purposes of conducting Association business.

Subject to restrictions contained below, the Board agrees to schedule an additional conference period each day for the Association President. This conference period is for the purpose of conducting Association business and communicating with the administration regarding Association matters. This special conference period is subject to the restrictions contained in Article III, Section D of this Agreement.

The parties agree that the Board has the authority to do whatever is necessary to arrange the Association President's schedule to best accommodate this special planning period-including but not limited to increasing the number of students in study halls. If a grievance or unfair labor practice charge is filed against the Board regarding this special planning period, or if the Board receives a written complaint from an employee affected by this arrangement, the special planning period will be ended and the President will revert to a normal schedule.

K. FAIR SHARE FEE

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

Unless otherwise specified herein, the Board agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the total dues and assessments of the Association from the

pay of all employees 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 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 date on or after the later of:

- (i) Sixty days of employment in a bargaining unit position (which shall be the required probationary period) or
- (ii) January 15th.

Any substitute employed for sixty (60) consecutive days who does not choose to become a member of the Association will be subject to such annual fair share fees retroactive to the first day of employment. Such substitutes working one-half time or less than that of the regular full-time employee shall be subject to fair share fees of one-half (1/2) of the full annual amount withheld from each full-time employment fee payer.

Beginning with the first paycheck after the ninetieth consecutive day of employment or whenever the salary of a one-half (1/2) rate fair share fee payer substitute(s) exceeds one-half of the salary paid to a regular full-time employee, whichever comes first, such substitutes shall be subject to the full annual amount of the fair share fees retroactive to the first day of employment.

Upon notification from the Association that an employee 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 payday occurring on or after forty-five (45) days from the termination of membership.

Association dues and assessment 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 employees 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 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 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.

The Association agrees to indemnify the Board of Education for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the Board;
3. The Board agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association or its affiliates to intervene as a party if it so desires, and/or (c) not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
4. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

L. SAFETY COMMITTEE

A district safety committee will be formed to promote a safe and healthy work environment. The committee will consist of representatives from the Paulding Education Association, the Ohio Association of Public School Employees Chapter 550, and the Administration.

The committee will be given the freedom to establish its own methods of operation including electing a chairman and setting the rules of attendance. It is preferable that a representative from each building for each employee group be appointed to the committee. This will allow for easy access by the employees in each building.

Meetings will be scheduled on a regular basis by the committee. The committee will be responsible to report health and safety issues to the Superintendent. The district will assist the committee in obtaining training materials and other resources. Every effort will be made to hold meetings during normal working hours.

M. CONSORTIUM INSURANCE ADVISORY COMMITTEE

The Board and the Association agree an advisory group named by the Association shall meet with the Superintendent and Treasurer prior to or immediately after each Insurance Consortium Board meeting. These advisory meetings shall be held when a full agenda has been established by the governing bodies.

The Advisory Committee shall provide input to the Superintendent and Treasurer concerning issues related to the consortium. The Superintendent and Treasurer shall keep the advisory members fully informed on all issues and business being conducted by the consortium's governing board.

A member of the Association shall be provided release time to attend the Consortium meetings as an observer to the proceedings. The attendance of the Association shall be subject to the approval of the governing board.

ARTICLE IV -- GRIEVANCE PROCEDURE

A. PURPOSES:

The following purposes are presented as a framework from which the grievance procedures hereinafter set forth have been developed, and according to which they are to be conducted:

1. To secure, at the lowest possible administrative level, equitable solutions to grievances which arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. To insure that a complaint is considered fairly, with all due speed, and without prejudice or reprisal.

B. DEFINITIONS:

"Grievance" is defined as a claim that there has been a violation, misinterpretation or misapplication of:

1. a specific provision of this Agreement; or
2. established Board policy, rules, regulations, or practices.

The term "grievant" shall be taken to mean any member of the bargaining unit, any group of members acting as a class, the Association itself acting on behalf of itself or for any member or group of members of the bargaining unit.

"Days" as used in this procedure shall be any day Monday through Friday exclusive of negotiated or school observed or recognized federal holidays.

"Representation or representative" as provided for in this section shall be: any member of the Association or its affiliates, any consultant or employee of the affiliates, legal counsel of the Association or its affiliates.

C. GENERAL PROVISIONS:

The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board and the Association shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.

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

The Association may bring a grievance on behalf of an employee and all other employees similarly situated if the facts and circumstances giving rise to the class grievance are substantially the same for all employees in the class. No employee shall be required to be a party in any class grievance. The Association may bring a grievance on behalf of itself.

The grievant may be represented at all stages of the grievance procedure by any representative as defined above.

When any employee brings a grievance pursuant to O.R.C. 4117.03 (A)(5) and is not represented by the Association, the Association shall have the right to have its representative present, to state the views of the Association and offer testimony at all stages of such a hearing process or procedure.

Unless the parties mutually agree otherwise, the president of the Association or his designee and the grievant shall receive prior notice at least twenty-four (24) hours in advance of each meeting/hearing held with a grievant after the grievance has been formally filed.

The procedures contained in this Article constitute the sole and exclusive method of redressing grievances arising from this Agreement. However, if an issue or a portion of an issue is not dealt with by this Agreement, that issue or portion of an issue may be raised with the appropriate government agency, regulatory body, or court of law.

No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of participation or use of this grievance procedure.

If a grievance arises from the actions of an authority higher than the immediate supervisor and/or affects a group of members of the Association, it may be submitted at Step II described herein and the processing of such grievance shall commence at Step II. Class grievances involving more than one supervisor and/or grievances involving the administrator, above the building level, may be filed by the Association at Step II. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II.

Grievances shall be presented and handled during regular working hours. Other times for hearings and meetings shall be set by mutual agreement of the parties. No reduction in compensation shall occur for any employee as a result of participation in any grievance or in any grievance proceeding.

The Board and the Association will cooperate with the investigation of any grievance and further, the parties will furnish each other such information as is requested for the processing of any grievance. Should the arbitration hearing require that an employee and/or an Association representative be released from his regular assignment, he shall be released without loss of pay or benefits. Should the investigation and/or processing of any grievance require that an employee and/or an Association representative be released from his regular assignment, he may be released without loss of pay or benefits if there is mutual consent between the parties.

Arbitration hearings shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled or required to be present to attend. Arbitration hearings shall be structured so that due process under the circumstances is accorded to both sides. Each hearing shall have provision for: initial presentation of the grievant's case, presentation of the administration's response/case, cross-examination and/or questioning of witnesses or representatives, and final summaries, with either party having the right at its option to waive any or all of the foregoing.

Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level. The Association shall have the exclusive right to determine whether to proceed to the next step in the process. If the Association chooses not to

pursue a grievance to the next step, the grievance shall be considered resolved based upon the disposition made at the preceding step, regardless of who originally filed the grievance.

If a request to carry the grievance from one step to another is not timely filed, the grievance shall be dismissed.

A grievance may be withdrawn at any level without record, but once it is withdrawn it cannot be refiled.

D. INFORMAL PROCEDURE:

In the event that the grievant believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the immediate administrative person who has the authority to bring about a resolution of the alleged problem.

E. FORMAL PROCEDURES:

STEP I

No later than forty-five (45) days after the grievant knew or should have known about the occurrence of the alleged violations giving rise to the grievance, the grievant may, through the Association, submit to the proper immediate administrator who has the authority to bring about a resolution of the alleged problem, a completed and signed STEP I grievance form. Said administrator will acknowledge receipt of the grievance form by initialing two (2) copies of such completed form. Once the form has been initialed, a copy of the completed form shall be given to the grievant and to the Association representative. Within ten (10) days of receipt of the grievance form, said administrator shall meet with the grievant and his/her Association representative, in an effort to resolve the grievance. Within ten (10) days after such meeting, the administrator shall indicate his disposition of the grievance in writing, and forward a copy to the grievant and the Association. If such disposition is not timely filed, the grievance will be automatically advanced to the next step upon completion of the requisite form.

STEP II - Superintendent

If the grievant or the Association is not satisfied with the disposition of the grievance at STEP I, the grievant, through the Association and after due consideration and agreement by the Association, or the Association may initiate Step II by completing a written grievance Report Form STEP II and submitting it to the Superintendent within ten (10) days of the receipt of the administrator's written response/disposition from STEP I. Within ten (10) days after the receipt of the completed form, the Superintendent shall meet with the grievant and his/her Association representative for the purpose of resolving the grievance. Within ten (10) days of such meeting, the Superintendent shall indicate his disposition of the grievance in writing, and forward a copy to the grievant and the Association. If such disposition is not timely filed, the grievance will be automatically advanced to the next step upon completion of the requisite form.

STEP III – FMCS Mediation

If the grievant or the Association is not satisfied with the disposition made by the Superintendent, the grievant, through the Association and after due consideration and agreement by the Association, may initiate STEP III by completing a proper Grievance Report Form and submitting it to the Board of Education by filing a copy with the Superintendent within ten (10) days of the receipt of the Superintendent's written response/disposition from STEP II. Within five (5) days of

the request, the parties shall mutually attempt to agree on an FMCS mediator. If unable to do so, the parties shall request for FMCS to appoint a mediator. The parties shall participate in an FMCS grievance mediation session, which shall be conducted in accordance with FMCS rules and regulations.

STEP IV - Arbitration

All grievances submitted to the arbitration procedures herein shall be limited to alleged violations, misinterpretations or misapplication of specific provisions of this Agreement. Grievances over alleged violations, misinterpretation or misapplication of established Board policy, rules, regulation or practices shall not be permitted to be advanced to the arbitration provisions herein.

If the grievant is not satisfied with the disposition of the grievance by the Board, the grievant, through the Association and after due consideration and agreement by the Association, or the Association may submit the grievance to an impartial arbitrator by filing a notice of intent to advance to arbitration with the Treasurer of the Board and the Superintendent within ten (10) days of the receipt of the written response disposition from STEP III. The demand for arbitration and the request for an arbitrator shall be submitted to the American Arbitration Association (AAA) in accordance with its rules, except that either party has the right to ask for a second and/or third list of arbitrators. Under no circumstances will AAA appoint an arbitrator of its own choosing. If the parties do not successfully choose an arbitrator through the above-referenced process, the parties will be provided a fourth list of seven (7) arbitrators, and will choose an arbitrator from that list using the alternate strike method. The AAA rules for voluntary labor arbitration shall govern the arbitration proceeding. Upon mutual agreement, the parties may choose to use the AAA rules for expedited labor arbitration in any particular case. Both parties may be represented at the arbitration hearing.

The jurisdiction and authority of the arbitrator and his opinion and award shall be limited to the interpretation of the written provisions of this Agreement. The arbitrator shall have no power to alter, add to, or subtract from or in any way modify the terms and conditions of this Agreement. Claims of violation of law shall be submitted to a court of competent jurisdiction.

In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of his jurisdiction. In this decision the arbitrator shall first rule upon the jurisdictional issues and, if he/she determines that he/she has no jurisdiction, he/she shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing. If the parties mutually agree, they can submit the arbitrability issues on briefs prior to the hearing, and request a ruling before the hearing is convened.

The arbitrator will render the decision in writing within thirty (30) days, or such additional time as the parties may in writing agree, after any grievance has been submitted to him/her. The decision, when so rendered as required by law, will be binding upon the parties and may be enforced in any court of competent jurisdiction.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the AAA services, shall be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominantly prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between parties in any manner or under any circumstances without prior approval of both parties. The expenses of witnesses and other

representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

ARTICLE V -- EMPLOYMENT PRACTICES

A. SENIORITY

SENIORITY DEFINED

Seniority shall mean the length of continuous employment in a bargaining unit position exclusive of substitute or other prior non-continuous service. Substitute and non-continuous service may be used as a tie breaker as noted below.

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

Seniority shall accrue for all time an employee is on active pay status including but not necessarily limited to sick leave, personal leave, professional leave, or any other leave of absence where the employee continues to receive his/her regular pay and, for all time when the affected employee is receiving workers' compensation.

Time spent on inactive pay status, including but not necessarily limited to all time on unpaid Board approved leave of absence, military leave, all time on disability retirement to a maximum of five (5) years and all time during suspension if the employee is reinstated or suspension of a contract due to RIF shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the full-time standard.

The full-time standard shall be defined as the regular hours set forth in the Work Day provision of this Agreement and the regular teacher full school year as set forth by the school calendar.

Part-time employees shall accrue seniority pro-rated against the full-time standard as set forth above.

No employee shall accrue more than one (1) year of seniority in any work year.

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:

1. The employee who has the greatest number of accumulated days of substitute, full-time or part-time service in the district not previously counted as continuous employment, and then;
2. The employee hired first as determined by the date of the Board meeting at which the action occurred.
3. If a tie still remains:

By lottery, with the most senior being designated as the employee whose name is drawn first. This procedure shall be carried out by the Association within five (5) days of the Superintendent's request with the results reported in writing to the Superintendent.

REDUCTION IN FORCE SENIORITY

For reduction in force purposes only, employees employed under a continuing contract shall have greater seniority than employees employed under a limited contract. (See Reduction in Force provisions herein.)

LOSS OF SENIORITY

Seniority shall be lost when an employee retires or resigns; is employed in a full-time non-bargaining unit position; is discharged for cause; non-renewed, or otherwise leaves the employment of the Board.

POSTING OF SENIORITY LIST

In addition to the posting provisions required under the reduction in force provisions, the seniority list shall be prepared and/or updated annually within a reasonable period of time following the opening of the school year. The Board will prepare and/or update a seniority list indicating, by area of certification, the date of Board resolution to hire, the contract status (limited or continuing) of each employee and their current assignment.

The names of employees on the seniority list shall appear in seniority rank order within areas of certification, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

The names of employees who are certified in more than one (1) area shall be included on the listing for all areas of certification.

The names of part-time employees shall appear on the seniority list but shall be listed separately from the names of full-time employees.

B. ASSIGNMENT

Prior to the end of each school year, each principal will meet with each employee to discuss proposed assignments for the next school year, if any changes are being considered.

If a change in assignment is made, written notice will be authorized by the Superintendent and will be given to all affected individuals prior to July 15 of the school year. Such notice will include the following:

1. Subject(s) and/or Grade(s) to be taught;
2. Estimated number of pupil contact periods and/or preparations per day (wherever applicable) and the estimated number of pupils per period (for secondary assignments or specialists) or;
3. The estimated number of pupils per day (for primary/elementary or self contained assignments).

Should any change in assignment be required after the above assignment notification has been given, the Superintendent in consultation with any such affected employee(s) shall make every attempt to work out any such changes to the mutual satisfaction of the affected employees.

C. TRANSFERS AND VACANCIES

1. Definitions

- a. A "vacancy" shall be defined as a newly created position or an existing position that the Board intends to fill.
- b. A "final vacancy" is defined as the last vacancy in a sequence of vacancies stemming from one original opening. A final vacancy occurs when there are no qualified and appropriate internal applicants for a position.
- c. "Voluntary transfer" shall be defined as any transfer where an employee(s) has made application for or has agreed to such transfer.
- d. "Interim", for purposes of this Section only, shall be defined as a person who will be employed for up to one year to fill a position in which the vacancy process had been suspended pursuant to Section 3(b)(3) below.

2. Vacancy Posting Application

- a. For all vacancies occurring prior to March 1, including if a bargaining member notifies the Superintendent in writing, prior to March 1, of his/her resignation or retirement effective at or after the end of the school year, the following procedures will be used:
 - 1) The vacancy will be posted via e-mail for five school days. Interested employees shall apply in writing to the Superintendent no later than 4:00 p.m. of the fifth school day following the posting. Any succeeding vacancies will be posted and filled using the same process until the final vacancy is reached.
 - 2) If the final vacancy is posted prior to June 1 or two (2) days following the teacher workday, whichever is later, the position will be filled with a newly hired regular employee.
 - 3) If the final vacancy is not posted by June 1 or two (2) days following the teacher workday, whichever is later, the position may be filled by an interim for one year, and the vacancy will then be filled using the same process as contained in Section b(5) below.
 - 4) If an interim is hired pursuant to Section 3 above, the interim will be placed on the salary schedule according to his/her training and experience and be eligible for all applicable leaves and insurance and such interim will be considered to be automatically nonrenewed at the expiration of the school year without the need for the Board to take any action.
- b. For all vacancies occurring on or after March 1, including if a bargaining unit member notifies the Superintendent in writing, on March 1 or later, of his/her resignation or retirement to be effective at or after the end of the school year, the following procedures will be used:
 - 1) The vacancy will be posted via e-mail for five school days. Interested employees shall apply in writing to the Superintendent no later than 4:00 p.m. of the fifth

school day following the posting. Any succeeding vacancies will be posted and filled using the same process until the final vacancy is reached.

- 2) If the final vacancy is posted prior to June 1 or two (2) days following the teacher workday, whichever is later, the position may be filled with a newly hired regular employee.
- 3) If the final vacancy is not posted by June 1 or two (2) days following the teacher workday, whichever is later, the process of posting and filling vacancies will be suspended. The vacancy that results from the process being suspended will be filled by a interim for one year.
- 4) If an interim is hired pursuant to Section 3 above, the interim will be placed on the salary schedule according to his/her training and experience and be eligible for all applicable leaves and insurance, and such interim will be considered to be automatically nonrenewed at the expiration of the school year without the need for the Board to take any action.
- 5) If the vacancy process is suspended, the process will be resumed the following January within five (5) school days of the reopening of school following winter break. The effective date for positions filled at that time will be the beginning of the following school year.

- c. The e-mail posting prepared by the Superintendent shall include the following:
 - 1) Position(s) available.
 - 2) Deadline for submission of applications.
 - 3) Any additional pertinent information.

3. General Provisions

- a. If the Superintendent is not in receipt of any application within the specified time, or in the event none of the applicants are qualified and appropriate for the position, he may then consider applications from outside the school system.
- b. Upon request, the Board shall make known its decision, in writing, as to which applicant has been selected to fill a posted position.
- c. The Superintendent may make temporary assignment of personnel into positions in which a vacancy exists. Such appointments shall be in effect until selection procedures are completed.
- d. Administration decisions will be communicated to applicants for vacancies within fifteen (15) weekdays after the closing date of the application period for each position.
- e. If possible, decisions about the removal, addition or changes of positions due to grade level enrollment changes will be made by March 1, excluding kindergarten positions, and written notification will be provided to the PEA president.

- f. Newly created positions (prior to June 1 or two (2) days following the teacher workday, whichever is later) are not subject to the suspension procedures set forth in section 3 (a) and (b) above. Positions created on or after June 1 or two (2) days following the teacher workday, whichever is later, and prior to January, will be filled with an interim teacher as defined by this section.
- g. Participation in extracurricular activities changes from season to season and from year to year depending upon various factors. Because of this, it is recognized that in any one season some positions may not be filled. Depending upon student interest and enrollment, current extracurricular positions may be split or combined. Should additional positions or combinations be deemed necessary by the Board of Education, such positions may be created and filled subject to future negotiations.
- h. Employees holding supplemental contracts will be considered applicants for the same supplemental for the following school year unless they give notice otherwise. In the event that it is the Board's intention not to award the supplemental contract to the same individual, that unit member will be notified according to the following schedule:
 - Fall sports – March 1
 - Winter sports – May 1
 - Spring sports – October 1
 - Non-seasonal activities – June 1

4. Involuntary Transfers

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

The parties agree that involuntary transfer of an employee will occur only when there is no qualified voluntary applicant unless the Superintendent can justify a clear and compelling reason for an involuntary transfer. Within the grade level or subject matter affected, the Superintendent shall, unless justified by a clear and compelling reason, initiate involuntary transfer in inverse order of system-wide seniority. The first step is for the Board to decide what grade level or subject matter an employee is to be transferred from. The second step is to determine which employee within that grade level or subject matter has the least system-wide seniority, and that employee is the one to be transferred.

Any employee subject to involuntary transfer/reassignment may choose to resign without prejudice and will be held harmless of O.R.C. 3319.15. Further, the Board will, upon request or inquiry, give a recommendation which is unbiased by the resignation.

D. EVALUATION PROCEDURE

The provisions herein for evaluation of employees shall supersede and take the place of the evaluation requirements of the Ohio Revised Code, including O.R.C. 3319.111.

1. Purposes

A competent staff is the essential element of a good, effective educational system. So it is that personnel evaluation should be a positive and objective process oriented toward professional growth. It is imperative to remember that the purpose of evaluation is not to prove incompetence, but to improve and enlarge the scope of professional skills of the individual employee and to improve the working relationships between the instructional and

administrative staffs, thus providing an ever growing, ever improving educational system from which students will benefit.

The purpose of the evaluation procedure is also to provide a definite written record of an employee's work performance to be used:

- a. As evidence of a work performance;
- b. For consideration of advancement of position or the award of continued employment;
- c. As reference material (for recommendation to other school systems or employers);
- d. As reference for the improvement of instruction.

2. Evaluation Information to be Provided to Employees

At the beginning of each school year, the administration will acquaint all staff with the district's performance expectations and with all evaluation procedures, criteria, and instruments which subsequently may be used in their evaluation, and will clearly set forth, in writing, and distribute same to all staff such performance expectations and evaluation procedures, criteria and instruments.

3. Definition of Terms

- a. Formal Observation: A formal classroom or work assignment visitation(s) in which the evaluator observes the employee in the process of classroom instruction and/or supervision or otherwise in the performance of their assigned duties.
- b. Informal or Casual Observation: Direct information procured by observation of the employee either in or outside the classroom or work assignment at any time other than the formal observation.
- c. Evaluation Report: A written compilation of data and conclusions drawn from observation, either formal or informal.
- d. Evaluation: The evaluation process as a whole, including casual observations, formal observations, and the evaluation report.

4. Criteria and Standards for Conducting Evaluations

- a. No employee shall be evaluated on his/her work performance except after fair and reasonable observations of the employee by the principal responsible for evaluating that employee.
- b. All monitoring or formal observation of the work performance of an employee shall be conducted openly and with full knowledge of the affected employee. Recording devices may be used to assist in observing the work performance of an employee so long as it is with the full knowledge and consent of the employee. However, the use of eavesdropping, public address, or audio systems and similar surveillance devices for monitoring the work performance of an employee shall be strictly prohibited.

- c. The evaluation criteria shall be limited to the actual performance of the job duties as agreed to by the Board and the Association.

5. Casual Observations and Required Conferences

Casual observations may be included as part of the data/information gathering process. However, where such an observation may result in a criticism of the employee, a conference must be held between the principal/supervisor and the affected employee in which there is an opportunity for the employee to review and respond to any incident observed prior to the placement of any written record of such observation in the employee's file. Such conference shall occur within a reasonable period of time following such casual observation. No casual observation may become a part of the evaluation unless the evaluator has discussed the casual observation with the affected employee prior to the evaluation report. Such an observation shall not be considered one of the minimum number of formal observations to be conducted during the year.

6. Formal Observations (General Information)

- a. Formal observations shall be by personal observation conducted by the employee's immediate supervisor. In the event any employee performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor.
- b. Formal observations will be conducted only on days when normal procedures can reasonably be expected. Thus, employees 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 released-time days, or on the first or last day of marking period. The above provisions shall not be construed to preclude formal observation of employee on such days but such observation shall not be counted toward the minimum number of formal observation required herein.

7. Conference Prior to First Formal Observation of New Employees

The first formal observation for new employees shall be preceded by a conference between the principal and the employee for the purpose of (1) providing the principal the opportunity to provide the employee with full explanation of the observation process, and (2) providing the employee the opportunity to give the principal an explanation of his/her plans and objectives for that class/work assignment.

8. Timelines for Evaluation of Employees Not in Jeopardy for Performance Reasons

First and second year employees -- formal observation and evaluation report twice each year, with the first observation/evaluation to be completed by the end of October, and the second observation/evaluation to be completed by the end of February.

Employees in third year or more and employed under a limited contract -- one formal observation/evaluation every two years, with the evaluation taking place in the year in which the employee's contract is up for renewal, if applicable.

Employees on a continuing contract -- one formal observation/evaluation every two years.

9. Timelines for Evaluation of Employees Whose Continued or Renewed Employment is in Jeopardy for Performance Reasons

At least three formal observations/evaluations each year while in jeopardy. Each formal observation shall be at least twenty-one (21) days apart. Each observation shall include an observation of the work assignment and/or classroom for a minimum of a full class period or of sufficient length in order to observe a reasonable sample of the work performed for the complete development of a lesson.

10. Evaluation Report and Conference

- a. All formal observations shall be followed within five (5) school days by a conference between the evaluating principal and the employee in order to discuss the performance appraised and to discuss any questions arising from the observation. The principal shall write a report summarizing all observations and which will acknowledge the strengths, as well as the deficiencies, if any, and shall note all data used in support of conclusions made by the evaluator. The report will acknowledge any circumstances which may adversely affect the employee's performance including by way of example but not necessarily limited to class size, special learning disability students, or abnormal physical facilities and/or supply and personnel shortages. Students test scores shall not be the sole basis for evaluating employees. However, this does not preclude the principal from suggesting or recommending design changes in any teacher-made tests.
- b. All criticisms shall be supported by data and/or with specific, written comments pertaining to direct observations by the evaluating supervisor or supportable data. Professional judgment by the evaluating administrator of the affected staff shall be made based on observable or measurable outcomes of the teaching/learning process or of assigned duties.
- c. Within seven (7) days of the evaluation conference employees shall be given a copy of any class visit report, evaluation report, or recorded observations prepared by their evaluating principal, which they shall examine and will then sign all copies of said documents. Signing such documents acknowledges only that the employee has examined said documents, and it is not to be construed as an endorsement of the contents of the documents. Any comment or rebuttal the employee may wish to make shall be reduced to writing and will become part of the report or such portions of the evaluation in dispute that cannot be substantiated shall be deleted as per O.R.C. 1347.09 and related sections of the Ohio Revised Code. Copies of such information shall be made available to the affected employee upon request. The substance of the evaluation report is the evaluator's subjective judgment and is not subject to the grievance procedure.
- d. When more than half of a teacher's total number of ratings on an evaluation decrease from one evaluation to the next evaluation, then the teacher may request from the evaluator and shall be given suggestions for improvement in writing. The substance of the suggestions for improvement cannot be grieved.

11. Framework for Improvement of Recorded Deficiencies

- a. Should deficiencies be recorded in the professional performance of an employee, the evaluating principal or Superintendent shall provide the affected employee with specific reasonable, written recommendations for improvement and with definitive, positive assistance, including time, and reasonable material resources, where applicable, to implement the recommendation. Upon request, in appropriate circumstances an employee will be provided with either a demonstration or a visitation for assistance in correcting identified deficiencies.
- b. Except where immediate remedy can be effectuated, the employee shall have a minimum of twenty (20) school days from the date of the evaluating supervisor/employee conference on the observation in which to make corrections or improvements of any noted deficiencies. Except where deficiencies are of such a minor nature, at least one additional observation of a full class period or forty (40) minutes, whichever is greater, shall be made within forty (40) days of the date of notification to the affected employee of any deficiency.
- c. The failure to correct said deficiencies shall be noted in writing with a copy provided to the employee, but only after the time provided in which to take corrective action has elapsed.

12. Due Process

- a. In the event that an arbitrator finds any violation of either procedural¹ or substantive due process, the affected employee shall be re-employed under the appropriate limited contract, if the employee is not eligible for a continuing contract, or a continuing contract, if eligible.
- b. In order for an employee to be eligible for the remedy listed in this section, the Superintendent must have been notified of the alleged violation in writing within five (5) working days of when the employee discovered or reasonably should have discovered the alleged violation, and the Board must have been given a reasonable opportunity to rectify the alleged violation.

E. PARENTAL COMPLAINTS

Parental/citizen complaints or threats, which in the judgment of the administrator are thought to be serious/valid, shall be brought to the attention of the employee against whom they are lodged within a reasonable period of time after they are brought to the attention of the administration. Any such employee will be given the opportunity to respond and/or rebut the substance of any such complaint.

¹The failure of the administration to follow/comply with the precise timeliness for the evaluation procedures herein by or for reasons of, including but not necessarily limited to, illness of the employee or evaluator; closure of the building due to calamity, emergencies real or natural, or any other cause construed as a de minimis violation of the time requirements herein, shall not be considered a procedural violation of the due process provisions herein.

F. ACADEMIC FREEDOM

- a. It is the obligation of both parties to provide and to promote quality education for all children. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of the individual. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for employees is encouraged to the extent that teaching activities are a contributing and not a disruptive portion of the total school program. Academic freedom shall be guaranteed to all employees. Freedom of individual expression which exhibits the basic objectives of a democratic society will be encouraged. Each employee must be mindful that his/her presentation(s) be open-minded, fair, responsible, and respectful of differing opinions of others.
- b. Employees are expected to comply with rules, regulations and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.

G. PROFESSIONAL PERSONNEL RECORDS

A personnel file for all employees shall be maintained in the office of the Board. While other personnel files may be maintained by the building principals, the files maintained in the office of the Board shall be considered the only official file or recorded information of employees maintained by the Board and administration. Employees shall have access to their personnel file upon request and may receive, at Board expense, a copy of any documents contained therein. Requests of employees to have access to their personnel files shall be handled by the Superintendent.

All materials placed in the personnel file of the employee shall include the date the item was placed in the file.

An employee shall be notified of the intent of the administration to place in his/her file (including personnel files maintained by any building principal or at any location outside of the Board office) any material which may be considered critical or complimentary of the conduct, performance, character or personality of the employee. Said employee shall be provided the opportunity to read any such material prior to its being placed in such personnel file. The employee shall acknowledge that he/she has read the material by affixing his/her signature and date of signing to the copy to be filed. Signature of an employee shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the employee. The employee will be provided, without cost, a true copy of any material placed in his/her file when such material is placed in the file (including any personnel files maintained by the building principal or at any location outside the Board office).

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

The employee shall have the opportunity to reply to any critical material in a written statement to be entered in the personnel file. Such reply must be presented to the building principal, who shall

affix his/her signature thereto, acknowledging that the building principal has read the reply. Such signature shall not indicate agreement by the principal with the content of the reply.

Employees shall be informed of any complaint by a parent and/or student which is directed toward them if such will become a matter of record. The provisions applicable to personnel records shall be applicable to such complaints.

Anonymous letters or materials shall not be placed in an employee's file, nor shall they be made a matter of record.

An employee may periodically review his/her personnel file including personnel files maintained by building principals, and shall be entitled to a copy of any material in that file. A third party selected by the employee at the option of the employee may be present during such review. A representative of the administration, at the option of the administration, may also be present during such review.

Information in the personnel file may be removed upon mutual agreement of the employee and the administrator making the entry or the Superintendent.

The employee may submit letters of merit which shall be placed in their file.

H. REDUCTION IN FORCE

Definition of Reduction in Force

A reduction in force (RIF) shall have occurred when the Board reduces, eliminates, or fails to fill a bargaining unit position.

Attrition²

To the extent possible, the number of employees affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire, resign, go on leave of absence or whose limited contracts are not renewed for reasons other than reduction in force.

Reasons for Reductions

To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts for reasons other than reduction in force, and when by reason of decreased enrollment of pupils during the term of this Agreement, return to duty of regular employees after leaves of absence, or by reason of suspension of schools territorial changes affecting the district or lack of essential financial resources, the Board of Education decides that it will be necessary to reduce the number of employees by layoff, it may make a reasonable reduction in accordance with the provisions below.

Suspension of employee contracts pursuant to the provisions below for purposes of reduction shall occur only in the period between the end of one school year and the start of the succeeding school year.

² It is understood that the Board is not obligated to follow the layoff and recall procedures of this Article in the case of attrition.

Suspension

If reduction is deemed necessary for any of the above reasons and all other provisions of this section have been fulfilled, then the reduction shall be made as follows:

Reductions shall be made by suspension of contracts. Employees whose limited contract is due to expire in the year a layoff is to take place will have their contract renewed prior to it being suspended by the RIF. This does not require the renewal of a contract which would be nonrenewed notwithstanding the RIF. Those contracts to be suspended will be selected as follows:

Least Senior Reduced and Displacement

Reductions in a bargaining unit field or assignment will be made by selecting the employee lowest on the seniority list for that area of certification who is currently assigned to such a position. An employee so affected may elect to displace any less senior employee or portion of that employee's assignment for any other area of certification for which the more senior employee is also certificated. Where such displacement results in the partial layoff of more than one employee, employees will be involuntarily transferred/reassigned so that the least senior employee(s) is subject to layoff.

Affected employees electing such displacement shall notify the Superintendent, in writing, of his/her election within ten (10) days of the receipt of notification of contract suspension.

Employees subject to or affected by such suspensions will be assigned to open positions for which they have temporary certification or are otherwise legally qualified to fill said position.

Notification of Anticipated Reduction in Force

If the Board determines a RIF may occur, the Board shall notify the Association in writing, no later than April 1, of that fact.

Thereafter, the Board shall develop and provide the Association with a RIF list of potentially affected employees.

Within ten (10) days of receipt of the notification, representatives of the Board and the Association shall meet to review the proposed RIF. If the Association disagrees with the reason(s) for or implementation of the proposed RIF, the Association may demand the matter be submitted to expedited arbitration, in accordance with the Rules for Expedited Arbitration of the American Arbitration Association.

Limitations

The Board shall not contract out, sublet or otherwise permit any work previously performed by employee(s) in the bargaining unit to individuals or entities who are not members of the bargaining unit or who will not become members of the bargaining unit by virtue of employment by the Board except where mutually agreed upon by the parties after due notice and consultation with the Association.

Employees whose contracts are suspended under the terms of this section are to be considered as being reduced in force and awaiting recall and not as being terminated with the system.

So long as any employee remains on layoff status, no current non-bargaining unit employee, substitute or new employee shall be assigned to fill a bargaining unit position for which the laid-off employee is certified or otherwise qualified unless the employee on layoff declines the offer to fill the vacancy.

The above section shall not diminish or void any right or privileges provided employees in any state or federal law except as expressly and specifically set forth herein.

Employee Rights While on Reduction

Employees on layoff will have the following rights:

Employee(s) on layoff are to be recalled in the order of seniority and contract status when vacancies become available for which they are or have become qualified.

First recall shall be of qualified (properly certified) continuing contract employees in order of seniority.

If vacancies cannot be filled by such continuing contract employees, then qualified limited contract employees shall be recalled in order of seniority.

The recall list for those employees on limited contracts shall be maintained for a period of three (3) years or until the limited contract expires, whichever is greater. Thereafter, a limited contract employee on reduction shall lose his/her rights to recall. (See notification of recall).

Reduced 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 remitting the premiums to the Treasurer of the Board. Such employees will be informed of the premium due date.

The Board will not file an appeal on a laid off employee's application for unemployment compensation benefits unless the affected employee has been offered an equivalent bargaining unit position in this school district or any other district or employer within the restraints of the regulations of the Bureau of Employment Services.

Notification of Recall

It shall be the responsibility of each affected employee to notify the Board of any change of address or change in certification.

The Board shall give written notice of an offer of re-employment by sending a registered or certified letter to the Association and to all qualified said staff at their last known address. Such notification shall also contain the seniority list for the areas of certification being recalled. Any senior eligible employee that fails to accept the offer of re-employment in writing or verbally with bargaining unit representation present within fifteen (15) days, excluding Saturdays, Sundays and holidays, from the date said offer is delivered at the last known address of the employee, shall be considered to have rejected said offer, and shall be removed from the recall list if the said offer was in their area of certification. The most senior of those responding will be given the vacant position.

Status Upon Recall

Upon acceptance of the notification to resume active employment status, an employee on the recall list will return to active employment status with the same seniority as he/she enjoyed at the time of layoff. Such employee shall be credited with additional sick leave, if any has been earned through interim employment, and be placed on the salary schedule in accordance with their respective training and experience at the time of recall.

Transfers Due to Reduction in Force

When employees must be transferred as a result of a reduction in force at the particular grade level or class, or assignment, the Superintendent shall notify all employees of the necessary reductions by position/assignment, grade level and building.

The Superintendent will encourage the necessary transfers on a voluntary basis. If this cannot be accomplished, the employees of the department(s) or grade level(s) affected by the reduction shall be transferred pursuant to the Involuntary Transfer provisions contained in the Transfers and Vacancies section of this Agreement.

When employees must be involuntarily transferred as a result of attrition, such involuntary transfers shall be effectuated pursuant to the involuntary transfer provisions in the Transfer and Vacancies section of this Agreement.

Any employee subject to involuntary transfer due to a reduction in force who does not wish to be transferred, will have the option of being placed on the recall list or being transferred. When, during such reduction in force, more individuals select voluntary recall than would be required for appropriate staffing purposes, those with greatest seniority shall have first option at selecting voluntary recall.

Except in unusual and/or emergency circumstances, the employee to be transferred involuntarily shall be informed prior to the end of the school year, or at the same time as other employees are informed of their tentative assignments for the ensuing school year, whichever comes first.

The employee to be transferred may schedule a conference concerning the transfer with the Superintendent.

Limitations

If any provisions of the reduction in force procedure herein are found to have been violated, misinterpreted, or misapplied³ resulting in the layoff or partial layoff of an employee, such affected employee will be reinstated with full back pay and any other emoluments and/or benefits so as to be made whole.

³ Such violations, misinterpretation or misapplication referred to above must be of such significance that their absence would not have resulted in the layoff of the affected employee.

I. SEQUENCE OF TEACHING CONTRACTS

1. Upon initial employment of an employee, the limited contract of employment shall be for a term of one (1) year; if re-employed at the conclusion of each contract, the duration of the successor limited contract shall be as follows:
 - a. Second Contract - 2 year limited
 - b. Third Contract - 3 year limited
 - c. Fourth Contract – 5 year limited
 - d. All employees presently on a five (5) year limited contract shall be granted a subsequent five (5) year limited contract unless given a one (1) year limited contract under subsection 2 or non-renewed.

2. Upon recommendation of the Superintendent, the Board may grant a contract of lesser duration than the sequence described above on the following conditions:
 - a. The Superintendent shall notify the employee, in writing, on or before April 2nd of the intent to recommend such contract, with reasons directed at the professional improvement of the employee. Such reasons will be related to the employee's professional performance. Any employee so notified shall be entitled to a conference with the Superintendent and afforded the opportunity to respond to the reasons listed in said notification. Such conference shall be held within ten (10) school days of the request for same.

If any such employee is dissatisfied with the result of such conference, they may request a hearing before the Board of Education. The Board will hold such hearing(s) before making any decision as to the length of contract to be offered such employee.

The Board of Education shall notify such employee on or before the 30th of April of its action upon the Superintendent's recommendation.

3. The provisions of Section 2 above are intended to supersede and take the place of the provisions of O.R.C. Section 3319.11(C)(1-3).

J. CONTINUING CONTRACT

A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or is retired pursuant to former section 3307.37 of the Revised Code, or until it is terminated or suspended and shall be granted only to the following:

1. Any teacher holding a professional educator license who has completed the applicable one of the following;
 - a. If the teacher did not hold a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt;

- b. If the teacher held a masters degree at the time of initially receiving a teacher's certificate under former law or an educator's license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt.

This section only applies to contracts entered into after August 18, 1969.

Teachers eligible for continuing service status in any city, exempted village, local, or joint vocational school district or educational service center shall be those teachers, qualified as described in division (B)(1) or (2) of section 3319.08 of the Revised Code, who within the last five (5) years have taught for at least three (3) years in the district or center, and those teachers who, having attained continuing contract status elsewhere, have served two (2) years in the district or center, but the Board, upon the recommendation of the Superintendent, may at the time of employment or at any time within such two-year period, declare any of the latter teachers eligible.

Appendix O, Continuing Contract Application, will be mailed to each employee on a limited contract by August 31 of each year. A list of those teachers on the mailing list will be provided to the association president. The Continuing Contract Application (Appendix O) must be submitted to the Superintendent's office by September 30 for the employee to be considered to receive a continuing contract in the following April.

K. EMPLOYMENT OF RETIRED TEACHERS

1. For purposes of salary schedule placement upon initial employment, a previously retired teacher ("PRT") will be granted a minimum of five (5) and a maximum of ten (10) years service credit, at the discretion of the Board. (A PRT with less than five years of credited teaching experience will be initially placed at their appropriate experience step on the salary schedule.) The PRT will be placed at their appropriate education level on the salary schedule. A PRT may advance up to but not beyond Step 10 on the salary schedule.
2. PRTs will be awarded one-year contracts of employment that will automatically expire at the end of each school year without notice of non-renewal. No performance evaluations shall be required.
3. PRTs may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status.
4. For purposes of Reduction in Force, PRTs will not accrue seniority.
5. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.
6. PRTs shall not be eligible to participate in the District's medical insurance program offered to employees, unless they are ineligible to participate in the applicable retirement system insurance program. However, PRTs will be paid an annual stipend of eight hundred dollars (\$800.00) for "opting-out" of the District's insurance program. This stipend will be pro-rated for PRTs who work less than a full year.
7. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if rehired.

8. PRTs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.
9. The parties intend for the provisions of this Article to supercede, to the maximum extent permitted by law, all sections of the O.R.C. that may be in conflict with this Article. This includes, but is not limited to ORC §3319.11, §3319.13/14, §3319.111, §3319.17, and §124.39(B).

L. DISCIPLINE AND DUE PROCESS

A. GENERAL PROVISIONS

Whenever any bargaining unit member is required to meet with any employer representative concerning any matter which could adversely affect the employee's status, the employee shall be given reasonable, prior, written notice of the time and nature of the meeting and shall be entitled to have present an Association representative.

Formal reprimand or discipline of a teacher by an administrator for violation of reasonable Board regulations or rules, for reasons related to the bargaining unit member's professional performance or for other reasons that would inhibit the effectiveness of the bargaining unit member, shall be made in writing by the administrator making the charge or imposing the disciplinary action.

Prior to any formal action, the teacher shall be informed of his/her right to representation of his/her choice at the meeting in which the disciplinary action is to take place.

Said teacher shall have the right to present evidence and/or witnesses and to otherwise respond to the allegations brought against him.

Failure of the bargaining unit member to adhere to reasonable rules and regulations will result in the following procedure for disciplinary action.

First Offense – Verbal reprimand by the bargaining unit member's administrator. This verbal reprimand will be recorded but if not further infraction occurs within twelve (12) months, the record will not be placed in the employee's file.

Second Offense – The bargaining unit member will be notified at least two school days in advance of a conference regarding the second offense. A written reprimand will be given to the bargaining unit member during this conference. The bargaining unit member shall have the right to request that an association representative of his/her choosing be present at the conference. The bargaining unit member will be asked to sign as proof of receiving the written reprimand. A copy will be dated and placed in the bargaining unit member's file.

Third Offense – Two-day suspension. A bargaining unit member who continues behaviors necessitating the use of this provision for reasons related to the bargaining unit member's professional performance or for other reasons that would inhibit the effectiveness of the bargaining unit member's work will, after the third occurrence, be suspended for two (2) workdays without pay. The bargaining unit member will be notified at least two school days in advance of a conference regarding the third offense. The bargaining unit member shall have the right to request that an association representative of his/her choosing be present at the conference. Upon return from suspension the bargaining unit member, principal,

superintendent, and association representative will meet to discuss and to design a specific course of corrective action.

Severe Offense – If the violation is severe enough to warrant immediate discipline at Step Two or Three (violations such as theft, sexual harassment/misconduct during working hours, physical violence, or other offenses involving gross misconduct), the above disciplinary steps may be waived, and the Superintendent may suspend a bargaining unit member for up to three (3) days without pay pending investigation of the charges.

Within five (5) days a hearing will be scheduled with the bargaining unit member, his/her representative, and the Superintendent, to respond to the charged violations. If after hearing all testimony the Superintendent decides not to implement disciplinary action against the bargaining unit member, the written reprimand and/or notice of suspension will be removed from the bargaining unit member's file, and the member will return to his/her contractual duties.

B. TERMINATION OF CONTRACT

The termination of a contract during the term of such contract, shall be only for those grounds as set forth in Section 3319.16, Ohio Revised Code. This procedure for termination of a contract shall be as prescribed by Section 3319.16.

C. SUSPENSION PENDING TERMINATION

A teacher suspended without pay pursuant to Section 3319.16, Ohio Revised Code, shall be paid his full salary for the period of suspension if, after the hearing, the decision of the Board of Education is against termination.

ARTICLE VI -- LEAVES OF ABSENCE

A. ABSENCE FOR REASON NOT COVERED UNDER LEAVE POLICY

If an employee is absent for any cause not covered under the leave policy, such absence will result in the loss of pay for that day. The reduction will be at the rate of 1/183rd of the annual salary of such individual for each day that is missed.

B. SICK LEAVE

1. Each full-time employee 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 without limit.
2. Each newly hired employee who has no accumulated sick leave, or any employee who has exhausted their sick leave, will be advanced an accumulation of sick leave of at least five (5) days. Each employee under regular, full-time contract but absent because of illness, will continue to accumulate sick leave at the rate of one and one-fourth (1¼) days per month.
3. Those employees who render part-time but regular, whether per diem or hourly, service will be entitled to sick leave in proportion to the time actually worked.
4. Any employee 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. An employee 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 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 employee being employed by the Board, who, preceding this employment, has been in the employ of another board of education, state, county, or municipal government in Ohio will receive full credit for the sick leave accumulated in this previous employment.
7. Employees absent for purposes of sick leave when school is canceled and when employees are relieved of their regular teaching duties for that day, will not be charged with sick leave.
8. Employees should notify their immediate superior of any absences as soon as possible so that appropriate arrangements 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, (for the period of disability due to pregnancy as indicated by a doctor's statement), injury, exposure to contagious disease which could be communicated to others, adoptive placement of a child (for up to six (6) consecutive calendar weeks) immediately following the adoption placement, and for absence due to illness, injury or death in the employee's immediate family. A statement from an adoption agency, a court agency, or a physician may be required. Paternal leave may be taken for up to seven (7) consecutive days after the birth or adoptive placement of a child.
 - 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, father or mother, sister, brother, and in-laws bearing any of these relationships, or any other member of the family unit living in the same household no matter what degree of relationship.
 - 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, in-laws bearing any of these relationships; aunt, uncle, niece, nephew, and cousin or any other member of the family unit living in the same household no matter what degree of relationship.
 - c. One (1) day of sick leave may be requested for the death of a member of the extended family or a close friend. Employees may only be granted one (1) day per contract year under this section.
10. Each employee will furnish a written signed statement on forms provided by the Board to justify the use of sick leave. 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. Falsification of a statement is grounds for suspension or termination of employment under Section 3319.16 of the Revised Code.

C. PERSONAL LEAVE

Each employee shall be authorized up to three (3) days annually without loss of salary, to transact personal business or attend to affairs of a personal nature which cannot reasonably be conducted outside the regular school day. Such leave shall be authorized upon notification given to the Superintendent twenty-four (24) hours in advance unless circumstances make it impossible to comply herewith; in such event, the employee shall notify the Superintendent at the earliest possible time. With the exception of the restrictions below, the applicant for such leave shall be required to sign an approved form stating only that the reason for taking such leave is personal business. However, such leave may not be used before or after a holiday unless approved by the Superintendent. All such leaves of absence scheduled for or that may occur in the month of May must be approved by the building principal. If more than two (2) employees from the same building request personal leave for the same day, the absence must be approved by the building principal. These days of absence shall not be deducted from sick leave or any other leave.

Personal leave forms shall be available from each building principal.

One (1) day of personal leave may be carried over to the next school year making a maximum number of personal days for that year of four (4). Any employee not wishing to carry over a day should contact the treasurer by June 1 or the end of the school year.

D. PROFESSIONAL LEAVE

Release time of two (2) days to attend professional meetings, conferences or visitations will be granted to provide the opportunity for employees to advance professionally.

Employees who attend such meetings or conferences shall be considered assigned to duty with full payment of salary and benefits. Such approved leave will not be deducted from accrued or earned sick leave or personal leave.

Requests for professional leave shall be submitted in writing and shall specify the purpose and duration of such leave. Unless knowledge of the meeting comes after the deadline indicated below, requests for professional leave will be submitted to the principal and Superintendent at least three (3) days prior to the requested leave.

Employees will be granted professional leave for the following reasons:

1. To attend professional conferences related to the employee's current areas of regular teaching and/or supplemental assignment;
2. Professional visitations to other school districts, universities and/or educational/instructional sites (such visitations will be limited to a day of the week as mutually determined by the principal and teacher). Such visitation(s) will not be for the express purpose of registration;
3. Participate in a professional seminar; or
4. For any other activity, approved by the Superintendent, that will promote the professional growth of the teacher and/or the school system.
5. Employees granted professional leave will disseminate information from the professional development activity upon return, through faculty meetings, board meetings, facilitating a PEERS study group or a similar method agreed upon by the building principal.

Upon submission of the appropriate request and/or requisition form for reimbursement and prior approval by the Superintendent, reimbursement will be paid for the following necessary and reasonable expenses which are approved:

1. Use of privately owned automobile at the rate of reimbursement not subject to taxation according to IRS rules;
2. Necessary and actual expenditures for meals as certified by receipts;
3. Necessary lodging as supported by receipts;
4. Conference registration.

In the event regular substitutes are not available, regular employees may be asked to fill in as a period substitute. Such requests for period substitution will be made as far in advance as possible. Such substitution will be made within the absent employee's department when possible. Period substitution will be as equally distributed among employees as possible taking into consideration the loads and schedules of such potential substitutes.

E. RELEASE TIME

Requests for release time must be approved by the building principal and the Superintendent prior to the employee's absence from assignment.

F. DISABILITY LEAVE

Where due to disability, and upon written request, any employee will be granted a leave of absence not to exceed two (2) years in duration. Such requests shall indicate the expected period of disability which shall be supported by evidence of the disability. The Board may request a physician's statement to indicate the expected period of disability.

Employees on such unpaid leave will continue to accrue or be entitled to the following:

Accumulation of sick leave credited at the regular rate;

Continue participation in any or all district group insurance plans by remitting the premiums to the Board Treasurer. Such remittance will not be required more than thirty (30) days in advance the Board payment due date.

The employee on such leave may request an early termination of leave by submitting such a request to the Superintendent. The employee will be returned to service under this provision if a vacancy or new position exists or if such return can otherwise be arranged.

Upon return, the employee will resume at least the same contract status previously held and will be returned to the same certification and teaching level (K-5, 6-8, or 9-12) unless transferred or reassigned or unless another assignment is requested. Any request for a different assignment will be acted upon by the Superintendent in accordance with the voluntary transfer procedures of this Agreement.

G. JURY DUTY

Each employee selected for jury duty shall notify his/her building principal and the Superintendent as soon as possible after receipt of notification to report for jury duty or official notification of the prospect of jury duty service so that arrangements may be made for the time absent. This leave of absence will not be deducted from the employee's sick leave, personal leave or other leaves of absence. While on jury duty, the employee's sick leave, severance pay and all other benefits, including salary, shall accrue to the employee the same as any other employee. Any money received for jury duty shall be submitted to the Board Treasurer. Any meal, mileage, housing, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Employees excused from jury duty shall return to work if one (1) or more hours remains in the school day.

H. PARENTAL LEAVE

Upon written request by an employee, the Board will grant such employee an unpaid leave of absence for maternity/paternity purposes.

Such leave may begin at any time during the school year and extend for the balance of the school year or for up to one (1) full school year when the request is submitted prior to the beginning of such school year. This leave may be renewed for an additional one (1) year.

Employees on such unpaid leave will continue to accrue or be entitled to the following:

Accumulation of sick leave credited at the regular rate;

Continued participation in any or all district group insurance plans by remitting the premiums to the Board Treasurer. Such remittance will not be required more than thirty (30) days in advance of the Board payment due date.

The employee on such leave may request an early termination of leave by submitting such a request to the Superintendent. The employee will be returned to service under this provision if a vacancy or new position exists or if such return can otherwise be arranged.

Upon return, the employee will resume at least the same contract status previously held and will be returned to the same certification and teaching level (K-5, 6-8, or 9-12) unless transferred or reassigned or unless another assignment is requested. Any request for a different assignment will be acted upon by the Superintendent in accordance with the voluntary transfer procedures of this Agreement.

I. MILITARY LEAVE

A regular employee who may enlist or be conscripted into the defense forces of the United States for service or training, shall be granted a military leave. He/she shall be reinstated to his/her position in the District with full credit including the annual increment(s) under the salary schedule, upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position (only at the end of semester). The application for reinstatement shall be made in a reasonable time after the discharge or release from military service and not later than one (1) year from the date of said release or discharge.

J. ADVANCED PROFESSIONAL TRAINING

An unpaid leave of absence for further professional training will be granted to any full or part-time employee upon written request of an employee meeting the requirements indicated below. This leave may be renewed for a period not to exceed two (2) years.

Professional training means a full-time schedule based upon the requirements of the college or university. The employee must specify the institution providing the classes and obtain a letter from that institution confirming enrollment. Grade cards or transcripts shall be provided to the Superintendent as confirmation of completion of the professional training. An employee who withdraws or otherwise does not complete the training must report to the Superintendent for duty, and will be reassigned if a position is available. Failure to report for duty upon withdrawal or non-completion shall be grounds for termination of employment.

In order to be eligible to take this leave of absence the employee must agree in writing not to apply for retirement credit for the leave of absence, or reimburse the Board for the Board's share of the cost of purchasing retirement service credit for the period of the leave of absence, should the employee choose to purchase such service credit. The reimbursement has to be made to the Board Treasurer prior to the employee's application to STRS for the purchase of service credit.

Employees on such unpaid leave will continue to accrue or be entitled to the following:

Accumulation of sick leave credited at the regular rate;

Continued participation in any or all district group insurance plans by remitting the premiums to the Board Treasurer. Such remittance will not be required more than thirty (30) days in advance of the Board payment due date.

The employee on such leave may request an early termination of leave by submitting such a request to the Superintendent. The employee will be returned to service under this provision if a vacancy or new position exists or if such return can otherwise be arranged.

Upon return, the employee will resume the contract status previously held and will be returned to the same certification and teaching level (K-5, 6-8, or 9-12) unless transferred or reassigned or unless another assignment is requested. Upon request for a different assignment, the Superintendent will act on such a request pursuant to the voluntary transfer procedures of this Agreement.

K. LEGAL LEAVE

An employee shall be granted upon request paid legal leave for the purpose of appearing under subpoena in a school-related civil lawsuit or civil administrative proceeding. Legal leave may not include conflicts between Board and employee or the Board and the Association except in the case of arbitration hearings. Any employee anticipating using legal leave shall notify his/her building principal or his/her immediate supervisor as soon as possible and provide a copy of the subpoena to the Treasurer.

L. ASSAULT LEAVE

An employee who is absent due to injury or illness that is directly related to an unprovoked attack that occurs in the course of the employee's employment responsibilities may be granted assault leave.

Assault leave may be granted when the following conditions are met:

1. Approval by the Superintendent;
2. Submission of form justifying the leave (See Appendix D);
3. If medical attention was necessary a certificate from a licensed physician stating the nature of the disability and the duration;
4. The employee has applied for Workers Compensation benefits.

An employee on assault leave will be maintained at full pay for a maximum of twenty (20) days. When Workers Compensation applies to salary (current procedures begin salary payments on the eighth consecutive workday) the Board will pay the difference between Workers Compensation payments and the employee's regular salary. Following the expiration of assault leave an employee still absent due to an assault may utilize any accumulated sick leave.

Falsification of either the signed statement or the physician's statement shall be grounds for suspension or termination of employment.

M. FAMILY AND MEDICAL LEAVE

Paulding Exempted Village Schools shall provide family and medical leave pursuant to the Family and Medical Leave Act 1993 ("FMLA"). Family and medical leave will be governed by the Federal Family and Medical Leave Act, and by the Board Policy on Family and Medical Leave. An employee who has worked for the Employer for at least 12 months is eligible for 12 work weeks of FMLA leave within any 12-month period beginning with the date of the first day family and medical leave is taken and ending 364 days later, provided the employee worked at least 1,250 hours in the 12 months preceding the beginning of the first day of leave.

Type of Leave

An eligible employee may take FMLA leave for:

1. the birth and first-year care of a child;
2. the adoption or foster placement of a child;
3. the serious illness of an employee's spouse, parent, or child; and
4. the employee's own serious health condition that makes employee unable to perform his/her job.

The Employer will require an employee to use accrued paid vacation, personal or sick leave prior to using unpaid family leave, except as provided for in the sick leave provision regarding pregnancy, birth of a child, or adoption (see Article VI, Section B-9). In the case of a newborn baby or the adoption of a child less than one year old, the employee may choose to save up to ten (10) days of sick leave and use family leave first. An employee cannot compel the Employer to permit the employee to use accrued medical/sick leave in any situation where the leave could not previously be used.

Leave may be designated as FMLA leave either because an employee requests it or because the Employer requires accrued paid or unpaid vacation, personal, and/or sick leave to be designated as FMLA leave, even if the employee does not request it. If paid or unpaid leave is designated as FMLA leave, regardless of who requests the designation, the leave will count as part of the employee's 12-week FMLA entitlement in a 12-month period. An employee can ask that leave be considered FMLA leave up to 2 business days after returning to work from leave.

Spouse Employed by the Employer

If a husband and wife eligible for leave are employed by the Employer, their combined amount of leave for birth, adoption, foster care placement, and parental illness is limited to 12 weeks. In the case of a seriously ill child, both employees are entitled to use up the twelve (12) weeks each. An employee may not take FMLA leave to care for a parent-in-law.

Intermittent and Reduced Leave

Intermittent leave is leave taken in separate blocks of time due to a single illness or injury.

Reduced leave is a leave scheduled that reduces employee's usual number of hours per work week or hours per work day.

In the case of intermittent or reduced leave, the Employer may transfer the employee to a position which is equivalent in pay and benefits, but which better accommodates the recurring periods of leave than the employee's regular position. The employee must furnish the Employer with the expected dates of the planned medical treatment and the duration of the treatment in advance. The superintendent must authorize such leave in writing.

Additional Limitations for Instructional Employees

Instructional employees are those whose principal function is to teach and instruct students in a class, a small group, or an individual setting, including teachers, athletic coaches, and special education assistants such as interpreters for the hearing impaired. Instructional employees do not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, or counselors, psychologists, curriculum specialist, cafeteria workers, maintenance workers, or bus drivers.

If an instructional employee requests intermittent or reduced leave that is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20 percent of the total number of working days over the period the leave would extend, the Employer may require the employee to choose either to:

- a. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- b. Transfer temporarily to a position which is equivalent in pay and benefits, but which better accommodates the recurring periods of leave than the employee's regular position.

If an instructional employee does not give required notice of foreseeable intermittent or reduced leave, the Employer may require the employee to take leave of a particular duration or to transfer temporarily to an alternative position. Alternatively, the Employer may require the employee to delay the taking of leave until the notice provision is met.

If an instructional employee begins leave more than five weeks before the end of an academic term (school semester), the leave will last at least three weeks, and the employee would return to work during the three-week period before the end of the term, the Employer may require the employee to continue taking leave until the end of the term. If an instructional employee begins leave during the five-week period before the end of a term for

a purpose other than the employee's own serious health condition, the leave will last more than two weeks, and the employee would return to work during the two-week period before the end of the term, the Employer may require the employee to continue taking leave until the end of the term. If an instructional employee begins during the three-week period before the end of a term for a purpose other than the employee's own serious health condition and the leave will last more than five working days, the Employer may require the employee to continue taking leave until the end of the term.

In all of the foregoing instances of leave for periods of a particular duration or leave until the end of a term, whether chosen by the employee or required by the Employer, the entire period of leave taken will count as FMLA leave.

Benefits

The Employer will maintain the employee's health coverage under the Employer's group health insurance plan during the period of FMLA leave. The employee should make arrangements with the Employer to pay the employee's share of health insurance costs prior to the beginning of the FMLA leave.

The employee will not lose any other employment benefit accrued prior to the date on which leave began but is not entitled to accrue seniority or employment benefits during the leave period. Employment benefits could include group life insurance, sick leave, annual leave, educational benefits and pensions.

Notice

When the FMLA leave is foreseeable, the employee must notify the Employer in writing of his/her request for leave at least 30 days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is practical. When the employee requests medical leave, the employee must make reasonable attempts to schedule treatment so as not to disrupt the Employer's operations.

The Employer may deny the leave if the employee does not meet the notice requirements.

Certification

The Employer will require the employee to provide certification from a health care provider containing specific information required under the law if s/he requests a medical leave of type 3 or 4, *i.e.*, based on the serious illness of the employee's spouse, parent, or child or the employee's own serious health condition. The Employer may delay the commencement of an employee's leave until such certification is submitted. If there is a question concerning the validity of such certification, a second and, if necessary, a third opinion can be required, both at the expense of the Employer.

Certification must include:

1. the date the illness commenced
2. probable duration of illness
3. the appropriate medical facts
4. assertion that the employee is unable to perform job functions or is needed to care for a sick family member, for a specific period of time.

It will be the employee's responsibility to report periodically as to his or her status and intention to return to work. Upon the employee's return to work, the Employer will require that the employee present a fitness statement form the employee's health care provider certifying that the employee is able to return to work.

In the case of paid leave that is being designated as FMLA leave, the certification requirement will be the lesser of what is required under the collective bargaining agreement or what is required under the FMLA.

Restoration

When the employee returns from the leave, the Employer will restore the employee to the same or an equivalent position with equivalent benefits, pay, terms, and conditions of employment in accordance with Board policy.

Under certain circumstances, the Employer may deny restoration to a key employee. The Employer will comply with the notice requirements of the FMLA in denying restoration. A key employee is a salaried employee who is among the highest paid 10% of the employees and whose restoration would cause the Employer to experience a substantial and grievous economic injury to the operations of the Employer.

Failure to Return

The Employer is entitled to recover health care premiums paid during the leave if the employee fails to return from leave. However, recovery cannot occur if the employee fails to return because of the continuation, recurrence, or onset of a serious health condition or due to circumstances beyond the control of the employee.

N. RETURN FROM UNPAID LEAVE

Employees who are on a long-term unpaid leave must provide written notice to the Superintendent's office prior to their return from leave. The written notice shall contain one of the following statements:

1. The employee intends to return at the beginning of the school year (or at the expiration of the leave).
2. The employee resigns from his/her employment.
3. The employee requests an extension of his/her unpaid leave for a specified period of time, assuming the Agreement allows for an additional extension.

For leaves scheduled to expire at the end of the summer break, written notice must be given no later than July 10. For leaves scheduled to expire during the school year, written notice must be given at least forty-five (45) days prior to the expiration of the leave.

ARTICLE VII -- PROFESSIONAL COMPENSATION

A. SALARY PLACEMENT/PAYROLL PRACTICES

1. The base salary of each employee covered by this Agreement will be adjusted to reflect the rates set forth in the salary schedule, which are contained in Appendix A.
2. Each new employee shall be given credit for up to ten (10) 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 ten (10) years of service for proper placement on the salary schedule.
3. One year of teaching experience shall be defined as not less than one hundred twenty (120) days of teaching experience during a given school year. A year of military service shall be defined as twelve (12) months or major fraction thereof.
4. In order to insure proper placement on the salary schedule, each newly employed employee or any employee with an advancement in professional training shall furnish an official transcript of credits or other documentation of such credits approved by the Superintendent, a valid teaching certificate, and if Armed Forces credit is to be granted, a copy of discharge or separation form 214 to the Board Treasurer no later than October 1 unless an extension is authorized by the Superintendent.

Except where the Superintendent has assigned an employee to a position for which proper certification is not held, if after two (2) months of the annual session of the school year proper certification is not filed with the Superintendent, such employee's paycheck may be withheld. The Superintendent will not assign an employee to a position(s) for which he/she is not certified without the express consent of such employee. When an employee accepts such assignment without possessing proper certification, the Superintendent will secure proper temporary or other certification for such employee.

5. Payment for the contract year will be divided into twenty-six (26) equal pay periods over the calendar year.

When payday falls on a holiday, checks will be delivered on the day before the holiday. If an employee does not work on payday, he/she may receive his/her paycheck after the end of the employee's work day on the preceding day, if available.

When Friday falls on a holiday, checks will be delivered on the day before the holiday. When schools are not in session, checks will be forwarded at the option of the employee by:

- a) Mail; or
- b) Upon request of the employee such check(s) will be held for pick up at the Board Treasurer's office.

Payroll checks are "void after 30 days". Therefore, they should be cashed promptly. Lost paychecks must be reported to the Board Treasurer immediately. The fee to stop payment is at the bank's current rate.

6. Teachers or tutors performing any of the following duties shall be paid at 85% of the per hour calculation used to implement Item 7 below. Prime Time Friday, Home Tutoring, or any other form of tutoring; Technology Committee and Inservice Committee. For the Technology Committee and the Inservice Committee, the Board will determine the number of participants on the Committees, and the Association will determine which bargaining unit members will serve. The chair of all committees will be appointed by the Superintendent.
7. Employees performing summer school duty will be paid a per diem rate based upon the BAO position on the salary schedule.

8. Longevity Bonus

Employees who have completed twenty-seven (27) years of service will receive a one-time bonus payment of Five Hundred Dollars (\$500.00) in the first pay in December.

9. Attendance Incentive

Employees who miss no more than the number of days listed below (including sick, personal and unpaid days) in a given school year will receive the following stipend (pro-rated based upon the employee's service relative to a full-time employee in the district):

Days Missed Stipend

0	\$ 300
1	\$ 200
2	\$ 100

10. Personal Day Incentive

There will also be a personal day incentive plan. Those employees who choose not to use their personal days during the school year will be reimbursed in the following way:

Not using 3 – would be paid \$200.00
Not using 2 – would be paid \$100.00
Not using 1 – would be paid \$ 50.00

B. EXTRACURRICULAR SALARY GUIDELINES

1. The extracurricular salary schedules are contained in Appendix B of this Agreement.
2. Experience outside the district does not count towards placement on the extracurricular schedule.

C. TUITION REIMBURSEMENT

Each employee shall be eligible for reimbursement for completed college course work from the tuition reimbursement fund. Each applicant will be reimbursed a maximum of \$500 upon submission of evidence of successful completion of such college course work and proof of payment. Any money left over will be disbursed in a second round using the same method described above. Any money left over after completion of a second round will be carried over to the next year

The tuition reimbursement fund will be funded up to a total of \$35,000.00 per year

Applications for reimbursement will be accepted on a first come first served basis and will be dated upon receipt at the administration office. Applications for reimbursement may be submitted before, after or during enrollment and subsequent completion of eligible course work. The tuition reimbursement year will be from June 1 to the following May 31. Tuition Reimbursement Forms will be available in the Superintendent's office on May 1 prior to the beginning of the next tuition reimbursement year. Reimbursement will be provided to all eligible applicants until the fund is exhausted. No employee shall utilize the tuition fund unless the employee holds a provisional certificate or better.

Successful completion of course work will be defined as a satisfactory grade on a letter or pass/fail system. Documentation of proof of course completion is a letter from the college/university, grade slip or college/university transcripts. Documentation of proof of payment is a cancelled check (bank statement), credit card statement or receipt signed by the college/university. The following must be submitted by May 31 to be eligible for payment: a) Tuition Reimbursement Form, b) proof of course completion, and c) proof of payment. Applicants for reimbursement will inform the Superintendent of any grade that is not considered to be satisfactory for a particular program for which he/she is enrolled.

Any reimbursements for college tuition through the Peers program must be deducted from the amount eligible to be received through this tuition reimbursement program.

One time stipend of \$500.00 will be paid to any teacher receiving Master Teacher (or any program that replaced Master Teacher status).

A \$500.00 one time stipend will be paid to any teacher receiving National Board Certification.

D. STRS PICK-UP

In addition to the above listed salary, the Board agrees to "pick-up" STRS retirement contributions applicable to each individual employee. For purposes of STRS retirement, the Board will structure this pick-up so that it shall be computed as part of the final average salary.

All employee contributions to the State Teachers Retirement System will be picked up by the Board on behalf of each employee in the bargaining unit on the following terms and conditions:

1. The employee's annual compensation shall be reduced for purposes of State and Federal income tax only by an amount equal to that picked up and paid by the Board as set forth in this division.
2. The Board shall compute and remit its statutory required contributions to STRS based upon annual salary and/or earned compensation which includes the amount of pick-up computed herein.
3. The pick-up percentage shall apply uniformly to all employees as a condition of employment. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Board pick-up.
4. Payment for all leaves -- sick leave, personal leave, professional leave; severance, vacation, supplemental and extended service pay, and insurance benefits which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated based upon the employee's daily gross pay prior to any reduction for "pick-up" purposes (e.g. gross pay divided by the number of days in the employee's contract).

If necessary, the Board Treasurer will prepare and distribute an addendum to each employee's contract which states that the employee's salary consists of:

1. A cash component;
2. A pick-up component, which is equal to the amount of the employee's contribution being "picked up" by the Board on behalf of the employee.

E. SUBSTITUTE TEACHERS

Whenever possible, substitute teachers should possess the same professional qualifications, such as professional preparation and appropriate certification, required of a regular employee.

Student teachers shall not serve as substitute teachers.

The Board agrees to make every attempt to maintain an adequate list of substitute teachers.

Employees shall be informed of a telephone number they may call in order to report an impending absence from duty. Once such a report has been properly filed, it will be the responsibility of the administration to arrange for a substitute teacher.

After thirty (30) consecutive school days of service in the same assignment (long-term assignment), including days when the building or district is closed for emergency conditions, and no more than two (2) days of absence for illness, a substitute will be placed on the salary schedule according to his/her training and experience and be eligible for all applicable leaves and insurance. If a substitute moves from one long-term assignment to another long-term assignment within two working days of the previous assignment, the sub will remain on the salary schedule for the duration of the long-term assignment(s). It is not the intention of the Board to change the assignment of a sub assigned to the same classroom for twenty-nine consecutive days in order to avoid putting

the sub on the salary schedule. Under this placement the substitute will continue to be employed on a substitute contract which will automatically expire at the end of the school year.

F. TAX SHELTERED ANNUITIES

The enrollment period for employees wishing payroll deduction of tax sheltered annuities is September and October only. A minimum of five (5) enrollees will be required before an account with a company not already recognized and approved for payroll withholding by the Board will be used.

G. FINANCIAL INSTITUTIONS

The Board will provide payroll deductions for a maximum of two financial institutions. After the initial deduction, each employee participating in payroll deduction may make changes in such deduction rate during the school year without additional charge.

H. INCOME PROTECTION

Provisions for payroll deduction of the premiums for income protection insurance will be continued.

I. EARLY NOTIFICATION BONUS

A \$500.00 early notification bonus will be paid to any bargaining unit member whose resignation is submitted to the Board of Education prior to February 1. An additional \$100.00 per month for each month prior to February 1 will also be paid. The maximum early notification bonus will be \$1,000.00.

J. DISABILITY RETIREMENT

When an employee receives notification that he/she is eligible to receive STRS Disability Retirement, the employee will begin the Disability Retirement immediately thereafter. Any remaining sick leave accumulation will be discharged according to the severance pay section of this Article.

K. SEVERANCE PAY

Any employee 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 up to a maximum number of days not to exceed forty-five (45), and five percent (5%) of any accumulated days above forty-five (45), of his or her accumulated and unused sick leave. If accumulated sick leave is less than forty-five (45) days, then only the amount earned will be paid.

In addition, employees will be paid additional days according to the following formula: (Maximum numbers of sick days earned in the five (5) years prior to retirement) minus (number of sick days used) multiplied by twenty-five percent (25%).

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 and any supplemental or other salary in effect

at the time of last service. The per diem rate shall be computed by dividing the annual salary as per the section above by the number of days of regular required duty.

As used in this section, retirement means disability or service retirement system in the State of Ohio. Nothing in this policy shall be construed to prevent an employee either sick or disabled from using the accumulated sick leave for the duration of the disability.

Such payment shall extinguish all the accumulated sick leave to the credit of such employee. Proof of retirement shall be made in the form of a copy of a retirement check from STRS.

Any employee who meets the service requirements of the above division and who dies while in the employ of the school district shall on the day of death be deemed to have terminated employment by means other than retirement, and payment of all severance pay shall be made in the manner prescribed by O.R.C. 2113.04.

Retiring employees shall have their severance pay mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of Internal Revenue Code ("IRC") Section 403(b) (a "TSA"), hereinafter referred to as the "403(b) Plan". The provisions of this Agreement are effective for all employees whose effective date of retirement was after the effective date of the previous MOU in regard to this matter.

The terms of the 403(b) plan shall include the following:

1. a. Participation in the 403(b) Plan shall be mandatory for any employee who would be entitled to severance/retirement pay under Section (12.03 and 12.04), and who also is or will be age 55 or older in the calendar year in which the employee retires.
- b. The required contribution to the 403(b) Plan shall be made within the time frame described in Sections 12.03 and 12.04 for the payment of retirement/severance pay. In the calendar year of retirement, or in any other calendar year, the total amount of Severance Pay that may be paid to a TSA under the 403(b) Plan shall not exceed the maximum contribution amount allowable under the federal income tax law for TSAs that are intended to be tax qualified under IRC Section 403(b) (e.g. the IRC Section 415 limit). To the extent that, for any calendar year, the contribution of an employee's severance/retirement pay would exceed the maximum contribution amount allowable under the federal income tax law, the excess amount shall be payable to the TSA on the first payroll date of the following calendar year. If the amount payable to the 403(b) Plan in the following calendar year exceeds the maximum amount allowable under the federal income tax law for such year, any remaining severance pay shall be paid to the retired employee by check.
- c. The TSA shall be used for the 403(b) Plan shall be the group annuity contract of VALIC. An employee who is a participant in the 403(b) Plan shall complete the VALIC enrollment package prior to retirement; and unless and until an employee does so, no contribution of severance pay shall be made to the 403(b) Plan on behalf of the member.

- d. If an employee is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall nevertheless be paid to the VALIC TSA and shall be paid to the Beneficiary of the member in accordance with the terms of the TSA.
2. Any employee who is entitled to severance pay and is not an eligible participant in the 403(b) Plan will continue to be eligible for any and all retirement/severance payments payable in accordance with applicable provisions in the Master Agreement, and may elect to defer such payments to an annuity or custodial account that is tax-qualified under IRC Section 403(b) or is tax-qualified under IRC Section 457(b) to the extent permitted by law and Board policy.
3. All contributions to the 403(b) Plan and all deferrals to a TSA or Section 457 Plan, and all cash payments to members, shall be subject to reduction for any tax withholding or other withholding required by law. Neither the Board, nor the Association, guarantee any tax results associated with the 403(b) Plan or deferrals to a TSA or Section 457 Plan, or cash payments made to member.

Such payment shall extinguish all the accumulated sick leave to the credit of such employee. Proof of retirement shall be made in the form of a copy of a retirement check from STRS.

L. ENTRY YEAR PROGRAM

The Ohio Department of Education requires that Ohio school districts implement an Entry Year Program. Paulding Exempted Village Schools participates in The Paulding and Van Wert County Consortium for the Entry Year Program. In the event that the Consortium no longer operates the Entry Year Program, the parties agree to meet as soon as possible to develop their own program. In developing their own program, the parties will consider the structure previously used under the Consortium program, and will keep the compensation levels the same until a new program is agreed upon.

M. INSURANCE BENEFITS

1. GENERAL PROVISIONS

For those employees that choose any of the insurance coverage listed herein, the Board shall provide full twelve-month coverage commencing with the first day of school (or September 1, whichever is first) and ending twelve months later (or August 31, whichever is last). Such insurance shall continue in effect during absences, as specified in the Ohio Revised Code, for which the employee may use sick leave. Employees on unpaid leaves of absence, including but not necessarily limited to maternity leave, disability leave, and sabbatical leave, may choose to continue participation in this group insurance by remitting the premiums to the Treasurer of the Board of Education. Such remittance shall not be required more than thirty (30) days in advance. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage. Upon separation from employment, the employee shall have the right to assume such coverage at his/her own expense pursuant to the provisions set forth by COBRA.

The Board will provide the Association with copies of all group insurance contracts and any changes thereof for any group insurance as is provided herein.

Those employees desiring any of the insurance fringe benefits set forth herein shall complete the appropriate forms so indicating the desired coverage and shall complete any necessary enrollment forms required by the carrier or insurer.

The Board shall provide for insurance coverages contained herein through direct purchase, through a third party administrator and/or in conjunction with a consortium. Such insurance shall be carried by a company licensed by the State of Ohio. Provisions of policies must exceed or be equal to the level of benefits in the Medical Mutual Certificate effective July 1, 1998.

2. HOSPITAL NETWORK

The District will be a member of a full PPO network, and employees will be subject to the terms and conditions of that network.

3. HEALTH/DENTAL/VISION/LIFE INSURANCES

Full-time employees hired after July 1, 2006, the Board shall pay 90% of the health and vision insurance premiums for an individual policy and 80% of the health and vision premiums for a family policy. The Board will pay 90% of the premium for full-time employees for dental insurance.

Employees will be paid an annual stipend of \$1,000.00 for "opting out" of the District's insurance program.

Part-time employees who are contracted for .75 time or more will be eligible to participate in the district's insurance benefit programs (health, dental, vision, and life) by paying the appropriate percentages as noted above plus the prorated amount of the district's share of the premium based on the percentage that the employee's contract is short of full time.

Part-time employees who are contracted for less than .75 time who began their regular employment with the Board after July 1, 2006 are not eligible to participate in any of the school districts insurance benefit programs (health, dental, vision and life).

All employees hired prior to July 1, 2006 who maintain continuous employment with the district will retain the insurance premium payment benefit based on their original date of hire.

FAMILY SECURITY

Such insurance in force for dependents on the date of the employee's death will remain in force without payment of premium until the earliest of the following dates:

- a. Remarriage of the surviving spouse, in which case the coverage for dependents terminates.

- b. The date a covered person ceases to qualify as a dependent for any reason other than lack of primary support by the employee.
- c. Two years from the date of the employee's death. The coverage which is continued in force for dependent children because of the employee's death will not be affected if the surviving spouse dies during the two-year (maximum) continuation of coverage.

4. DENTAL INSURANCE

The cost of this program and any increase in premium that occurs on the dental plan shall be paid by the Board.

Specifications:

Covered expenses will include all reasonable and customary charges by a dentist for dental care provided for in Schedule of Dental Services. A charge made for a dental service will be considered Reasonable and Customary if it is the amount normally charged by the provider and does not exceed the amount charged by most providers of comparable dental services in the locality where the services are received. In determining whether a charge is Reasonable and Customary, due consideration will be given to the nature and severity of the condition being treated and any medical complications or unusual circumstances which required additional time, skill or experience.

CLASS I	PREVENTIVE & DIAGNOSTIC oral exams x-rays (full series) emergency treatment teeth cleaning fluoride treatments space maintainers tests and lab exams	CLASS III	MAJOR restorations gold fill gold inlays porcelain crowns installations of bridgework and dentures
CLASS II	BASIC anesthesia restorations amalgam silicate acrylic root canal therapy periodontics denture repair extractions & oral surgery	CLASS IV	ORTHODONTIA diagnosis all appliances treatment adjustments

Dental Benefits

Benefit Period:	Calendar Year
Dependent Age Limit:	To the end of the calendar year in which the child attains age 23; or to the end of the calendar year in which the child attains age 25 if the child is a full-time student
Orthodontic Age Limit:	Coverage is provided for the subscriber and/or the subscriber's spouse. To the date the child attains age 19
Deductible:	
Per Member	\$25.00
Per Family	\$50.00

Note: Any amounts applied to the Deductible for expenses incurred during the last three months of the Benefit Period that did not satisfy the deductible, will also be applied to meet the next Benefit Period's Deductible.

Annual Maximum:	\$2,500.00
Orthodontic Lifetime Maximum	\$1,000.00
Covered Services	Copayments/Maximums
Diagnostic and Preventive Services (not subject to the deductible)	Covered in Full
Orthodontic Services (not subject to the deductible)	40%

The following services are subject to the deductible:

Primary Services	20%
Complex Restorative and Prosthetic Services	20%

Carryover Provisions

Any amounts for expenses incurred in October, November or December of a year which are applied toward a deductible in that year, will be carried over and used toward satisfying the deductible for the following calendar year.

Family Security

Dental insurance in force for dependents on the date of the employee's death will remain in force without payment of premium until the earliest of the following dates:

- a. Remarriage of the surviving spouse, in which case the coverage for all dependents terminates.

- b. The date a covered person ceases to qualify as a dependent for any reason other than lack of primary support of the employee,
- c. Two years from the date of the employee's death.

The coverage which is continued in force for dependent children because of the employee's death will not be affected if the surviving spouse dies during the two-year (maximum) continuation of coverage.

5. LIFE INSURANCE

The Board shall purchase from any carrier licensed by the State of Ohio, group term life insurance for each employee in the amount of \$15,000.

Such insurance shall include provisions for double indemnity in the case of accidental death: disability coverage benefit, and conversion privilege, as well as guaranteed insurability.

The full cost of this program and any increases thereof, shall be paid by the Board according to Article VII, Section L, 3.

6. OPTICAL

The Board shall purchase from Vision Service Plan or other carrier licensed by the State of Ohio, optical insurance for each employee and his/her family which meets or exceeds the specifications below. The cost of such insurance and any increases thereof shall be paid by the Board according to Article VII, Section L, 3.

Such plan shall provide:

- a. Vision Examination. Each covered person and their dependents shall be entitled to an examination every twelve (12) months. This consists of a complete analysis of the eyes and related structures to determine the presence of vision problems or other abnormalities, including the prescription of glasses where indicated. A deductible not to exceed \$47.50 per examination of each covered individual may be required.
- b. Lenses and Frames
 - i. Lenses: The Vision Service Plan Panel Doctor will order the proper lenses (only if needed), and verify the accuracy of the finished lenses. Lenses may be ordered every twelve (12) months.
 - ii. Frames: A deductible of up to \$12.50 may be required of each covered individual. The plan shall offer a wide selection of frames, however if one selects a frame which costs more than the amount allowed by the plan (or a large frame that requires oversize lenses) there will be an additional charge. Frames may be ordered every twelve (12) months.

iii. Contact Lenses: The Vision Service Plan Panel Doctor secures prior approval for the following conditions:

- (1) Following cataract surgery,
- (2) To correct extreme visual acuity problems that cannot be corrected with spectacle lenses,
- (3) Anisometropia,
- (4) Keratoconus.

When Vision Service Plan Panel Doctors receive approval for such cases, they are fully covered by Vision Service Plan. When patients choose contact lenses for other reasons, Vision Service Plan will make an allowance of \$140 toward their cost in lieu of all benefits for that year.

N. LPDC/MASTER TEACHER COMMITTEE (OR PROGRAM THAT REPLACES MASTER TEACHER) COMPENSATION

Any teacher who serves as a member of the LPDC or Master Teacher Committee (or committee that replaces Master Teacher Committee) shall receive an hourly rate equal to the BA "0" Step on the salary schedule (BA "0" rate divided by 183 divided by 6.5) for time spent on these committees.

O. SUBBING DURING PLANNING PERIOD

All teachers will be paid an hourly rate equal to fifty percent (50%) of the "0" step on the BA salary schedule ($BA\ "0"\ rate \div 183 \div 6.5 \times .5$) for all periods when a teacher is subbing during their planning period. (One period = one hour)

ARTICLE VIII -- WORKING CONDITIONS

A. STUDENT ACTIVITIES/EXTRACURRICULAR PASS

Each employee will be issued a pass for the admittance to all school athletic and extracurricular activities. Employees attending any such functions by use of the pass will be expected to assist with crowd control and/or management, and other student supervision as may be necessary.

B. CURRICULUM DEVELOPMENT

1. Textbook Changes

Committees appointed to select textbooks shall be made up of a balanced representation of all grade levels involved and experience ranges or, when feasible for a subject area in the secondary schools, all employees of that subject area.

The textbooks under consideration shall be made available for inspection to all employees affected and shall be evaluated by them in writing in a uniform manner. These evaluations will be forwarded to the textbook committee for consideration in making the final recommendation. All employees affected shall be notified of the selection of the textbook committee and shall have the opportunity to meet with the committee to voice opinions before the recommended text is presented to the Board for adoption.

2. Curriculum Development

Proposals for curriculum development may be made by individual employees, groups of professional employees, supervisors or administrators.

The initial evaluation of the proposal shall be made by a committee made up of a balanced representation of all grade levels, departments, or teaching areas affected, as well as teaching experience ranges. When feasible, in a subject area in the secondary schools, all employees of that subject area may be direct participants in such a committee. The curriculum committee shall select the chair for the committee.

All proposals shall be considered and evaluated. The committee shall issue an initial written report on the proposal to all employees affected by the proposal. The employees affected shall have the opportunity to respond either in writing or by appearing before the committee. After considering the input by employees affected, the committee will decide to proceed or not to proceed to the writing of a curriculum to fit the proposal. If the committee decides that the proposal should be implemented, and upon authorization by the Superintendent, a working committee of reasonable size shall be appointed to write the curriculum recommendations on a paid basis.

When the final curriculum recommendations are complete they shall be presented to the Superintendent for action.

Unless otherwise mutually agreed upon, changes in curriculum will be initiated in sufficient time prior to implementation so as to allow for the involvement of those employees affected.

C. CLASSROOM SUPPLIES, EQUIPMENT, AND FACILITIES

Every effort will be made to provide educational supplies, equipment, and facilities for the consistent upgrading of the general educational standards throughout the school system.

D. DISCIPLINE OF STUDENTS

Each employee will receive a complete copy of any handbook(s) containing the rules and regulations of expected student behavior. Employees shall have the power to make and enforce suitable penalties within the framework of the handbook rules and regulations and other guidelines or procedures established by the building principal. The penalty shall fit the infraction and shall be used uniformly with all students.

Rules and Regulations

1. The deliberate striking any part of the head of a pupil is strictly forbidden.
2. When corporal punishment is used, an adult witness must be present.
3. Principal shall be informed of any serious discipline problem.

E. EMERGENCY SCHOOL CLOSING

In the event that it becomes necessary to delay or close school due to bad weather or emergency, this fact will be announced during the early morning hours over radio stations as determined by the administration.

F. WORK DAY

Elementary employees shall be on duty twenty (20) minutes prior to the required starting time for students and remain after school twenty (20) minutes after the dismissal of students. Employees in the middle and high school will be required to be on duty fifteen (15) minutes prior to the required starting time for students, and remain after school twenty (20) minutes after dismissal of students.

From time to time employees may be required to arrive earlier than usual or remain after school for more than twenty (20) minutes for special meetings, conferences, in-service training, etc. provided at least two (2) days advance notice of such meeting has been provided. Occasionally meetings or conferences of an emergency nature will arise which will require attendance and/or attention beyond the ordinary school day and without notice set forth herein. On such occasions the administration will notify employees as soon as possible.

G. SCHOOL CALENDAR

The Association shall develop a recommendation for a school calendar and forward this recommendation to the Superintendent by December 1 of each year in order to be considered by the Board.

H. ADMINISTRATION OF MEDICATION

Administration of medication is governed by O.R.C. §3313.713 and Board of Education Policy 5330.

I. IEP PREPARATION AND CONFERENCES

IEP conferences will be scheduled so each special education teacher has them concentrated in one or two days, to the extent possible. A substitute will be provided.

One day with a substitute will be provided to each special education teacher (currently known as speech, LD, DH, MH, etc...), to prepare for IEPs. Special education teachers with thirteen or more students will be provided with two days with a substitute.

J. LPDC AND MASTER TEACHER COMMITTEE (OR SIMILAR COMMITTEE)

The Local Professional Development Committee (LPDC) and Master Teacher Committee (or similar committee) shall be operated in accordance with the applicable provisions of the Ohio Revised Code. The operating methods of the LPDC Committee and Master Teacher Committee (or similar committee) shall be determined by the Committee itself, except as indicated below.

The Association shall appoint the teacher representatives to the Committees, and the Administration shall appoint the administrator representatives to the Committees. Regardless of the normal composition of the Committees, when an administrator's license is being considered, a majority of the group considering the license will be administrators (if the administrator so requests).

K. FACULTY INSERVICE

1. Employees have a six (6) hour professional development commitment each contract year that will be scheduled as a Faculty Inservice Day. This is a paid day that will be scheduled on the Board Adopted School Calendar each year. Teachers not attending this contracted day must use appropriate leave, or will be docked one day pay.
2. This process can be altered by mutual agreement of the Association and the Superintendent.

L. SPECIAL EDUCATION

1. All teachers having a student with a disability will be provided with a copy of the IEP.
2. Middle and High School (7-12) – Not more than thirteen (13) students with disabilities will be placed in one inclusion classroom, unless agreed to by the teacher.

Grade School (K-6) – For purposes of initial student placement in classes, each special education student will equal 1-1/2 non-special education students. Reasonable efforts will be made not to place more than five (5) special education students per classroom, unless agreed to by the teacher.

ARTICLE IX -- OTHER PROVISIONS

A. SEVERABILITY

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

All other provisions of this Agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

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.

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 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 sixty (60) days by demand of either party.

B. AMENDMENT

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. Either the Board or the Association may request to open negotiations to amend the existing Agreement, but the other party is under no obligation to agree to open such negotiations. Such amendments shall be considered finalized upon ratification by the Board and the Association.

C. MID-TERM BARGAINING

1. In the event that the Board finds it necessary to implement changes during the term of this Agreement in the wages, hours or other terms and conditions of employment that are not addressed in this Agreement, and if the Association is authorized to do so by 51% of the employees (see attached form to be filed with the Superintendent), the Association may, within ten (10) days of the time the Association knew or should have known of such change, submit a written demand to bargain the effects of the implementation of the change affecting the wages, hours or other terms and conditions of employment for members of the bargaining unit.
2. If there is a dispute as to whether the change is subject to bargaining under O.R.C. Chapter 4117, the parties agree to submit the dispute to the grievance procedure contained in this Agreement. The grievance shall be submitted at Step III of the procedure, although the grievance can be submitted directly to Step IV, as modified below, if the parties mutually agree to do so in writing. The parties agree to use the

expedited arbitration procedures of AAA for any dispute arising under this section, except that either party may submit a pre-hearing brief if it so desires.

3. If it is determined by the parties or an Arbitrator that bargaining is required, the parties will engage in good faith bargaining for a maximum of four (4) bargaining sessions or thirty (30) calendar days, whichever occurs first. Bargaining shall be conducted by the Interim Bargaining Council ("IBC") which shall consist of no more than six (6) members; three (3) members appointed by the Board and three (3) members appointed by the Association.
4. If the bargaining teams have not reached agreement by the end of the bargaining period, the parties will engage in mediation for a maximum of two (2) mediation sessions or twenty (20) calendar days, whichever occurs first. The mediator will be an agreed-to member of the Federal Mediation and Conciliation Service (FMCS). In the event the parties are unable to agree on a mediator, or the agreed-to mediator is unavailable, the parties will petition FMCS to appoint an alternate mediator.
5. If the parties have not reached agreement by the end of the mediation period, either the Board or the Association may, through their respective representatives on the IBC, declare impasse. In the event of an impasse, the Board may implement the changes in the wages, hours or other terms and conditions of employment. If such implementation takes place following the procedures described in this section, the Association may not file an unfair labor practice charge or any other action challenging the Board's right to implement the change. However, the Association does have the right to file a ULP alleging bad faith bargaining.

D. DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 2009, and remain in effect until June 30, 2012. The contract will be reopened for the 2010-2011, and the 2011-2012 to negotiate wages only.

Diana Papoutsakis
President
Paulding Education Association
Date: 8-27-09

Jan Kohart
Negotiations Chairperson
Paulding Education Association
Date: 8-27-09

Elizabeth M. Hunt
President, Paulding Exempted
Village Board of Education
Date: 8-28-09

Patricia J. Ross
Superintendent, Paulding
Exempted Village Schools
Date: 8-27-09

Maria Kellinger
Treasurer, Paulding
Exempted Village Schools
Date: 8-27-09

APPENDIX A

**CURRENT INDEX AND SALARY SCHEDULE
2009-2010 SCHOOL YEAR**

Step	No Degree	BA	150 Sem. Hrs. 225 Qtr. Hrs.	MS	M+15	M+30
0	25,402	29,367	30,483	32,157	32,803	33,449
	0.86500	1.00000	1.03800	1.09500	1.11700	1.13900
1	26,695	30,777	32,069	33,890	34,594	35,270
	0.90900	1.04800	1.09200	1.15400	1.17800	1.20100
2	27,781	32,010	33,390	35,387	36,121	36,826
	0.94600	1.09000	1.13700	1.20500	1.23000	1.25400
3	28,897	33,243	34,741	36,885	37,648	38,383
	0.98400	1.13200	1.18300	1.25600	1.28200	1.30700
4	29,984	34,447	36,092	38,412	39,176	39,939
	1.02100	1.17300	1.22900	1.30800	1.33400	1.36000
5	31,100	35,681	37,472	39,910	41,496	42,288
	1.05900	1.21500	1.27600	1.35900	1.41300	1.44000
6	32,216	36,944	38,823	41,437	43,081	43,904
	1.09700	1.25800	1.32200	1.41100	1.46700	1.49500
7		38,177	40,174	42,935	44,667	45,519
		1.30000	1.36800	1.46200	1.52100	1.55000
8		39,440	41,554	44,462	46,253	47,163
		1.34300	1.41500	1.51400	1.57500	1.60600
9		40,703	42,935	46,018	47,839	48,779
		1.38600	1.46200	1.56700	1.62900	1.66100
10		41,965	44,315	47,545	50,423	51,363
		1.42900	1.50900	1.61900	1.71700	1.74900
11		43,258	45,695	49,102	52,038	53,037
		1.47300	1.55600	1.67200	1.77200	1.80600
12		44,520	47,105	50,629	53,683	54,711
		1.51600	1.60400	1.72400	1.82800	1.86300
13			48,485	52,185	55,327	56,385
			1.65100	1.77700	1.88400	1.92000
14				53,771	56,972	58,059
				1.83100	1.94000	1.97700
15				55,562	58,675	60,056
				1.89200	1.99800	2.04500

APPENDIX B – EXTRACURRICULAR SALARY BASE
EXTRACURRICULAR SALARY BASE

<u>Position</u>	<u>Years of Experience</u>		
	(0-2)	(3-5)	(6+)
Athletic			
Health Coordinator	10.0	10.5	11.0
Football			
Head	16.5	17.0	17.5
High School Assistant	10.5	11.0	11.5
High School Assistant	10.5	11.0	11.5
High School Assistant	10.5	11.0	11.5
High School Assistant	10.5	11.0	11.5
High School Assistant	10.5	11.0	11.5
High School Assistant	10.5	11.0	11.5
8th Grade Head	7.5	8.0	8.5
8th Grade Assistant	6.0	6.5	7.0
7th Grade Head	7.5	8.0	8.5
7th Grade Assistant	6.0	6.5	7.0
Basketball			
Boys Head	16.5	17.0	17.5
Varsity Assistant	12.0	12.5	13.0
J.V. Boys	12.0	12.5	13.0
Freshman Boys	8.5	9.0	9.5
8th Grade Boys	7.5	8.0	8.5
7th Grade Boys	7.5	8.0	8.5
Girls Head	16.5	17.0	17.5
Varsity Assistant Girls	12.0	12.5	13.0
J.V. Girls	12.0	12.5	13.0
8th Grade Girls	7.5	8.0	8.5
7th Grade Girls	7.5	8.0	8.5
Paulding-Boys 5 & 6	2.0	2.5	3.0
Paulding-Girls 5 & 6	2.0	2.5	3.0
Oakwood Boys & Girls 5 & 6	2.0	2.5	3.0
Softball			
Head	14.0	14.5	15.0
J.V.	9.0	9.5	10.0
Wrestling			
Head	14.0	14.5	15.0
Assistant	9.0	9.5	10.0
Jr. High Head	7.0	7.5	8.0
Jr. High Assistant	6.0	6.5	7.0
5th and 6th Grade	2.0	2.5	3.0
Baseball			
Head	14.0	14.5	15.0
J.V.	9.0	9.5	10.0
Assistant	9.0	9.5	10.0

<u>Position</u>	<u>Years of Experience</u>		
Track			
Boys Head	14.0	14.5	15.0
Boys Assistant	9.0	9.5	10.0
Jr. High Boys Head	7.0	7.5	8.0
Jr. High Boys Asst	6.0	6.5	7.0
Track			
Girls Head	14.0	14.5	15.0
Girls Assistant	9.0	9.5	10.0
Jr. High Girls Head	7.0	7.5	8.0
Jr. High Girls Asst	6.0	6.5	7.0
Volleyball			
Head	14.0	14.5	15.0
J.V.	9.0	9.5	10.0
Freshman	8.5	9.0	9.5
Jr. High 8th	7.0	7.5	8.0
Jr. High 7th	7.0	7.5	8.0
5th & 6th Grade	2.0	2.5	3.0
Tennis Coach	9.0	9.5	10.0
Golf Coach	9.0	9.5	10.0
Cross Country			
Senior High	9.0	9.5	10.0
Assistant	4.0	4.25	4.5
Senior Class Advisor	2.0	2.5	3.0
Junior Class Advisor	3.0	3.5	4.0
Sophomore Class Advisor	2.0	2.5	3.0
Freshman Class Advisor	2.0	2.5	3.0
National Honor Society Advisor	3.0	3.5	4.0
H.S. Yearbook Advisor	8.0	8.5	9.0
H.S. Paper Advisor	2.25	2.75	3.25
7 th Power of Pen	1.0	1.5	2.0
8 th Power of Pen	1.0	1.5	2.0
M.S. Paper Advisor	2.25	2.75	3.25
Drama			
Head	13.0	13.5	14.0
Technical Director	6.0	6.5	7.0
Musical Director	5.0	5.5	6.0
Weight Program	9.0	9.5	10.0

<u>Position</u>	<u>Years of Experience</u>		
Cheerleader Advisor			
Football:			
Varsity	6.0	6.25	6.5
Assistant	5.0	5.25	5.5
9 th	1.0	1.125	1.25
8th	2.0	2.25	2.5
7th	2.0	2.25	2.5
Basketball:			
Varsity	6.0	6.25	6.5
Assistant	5.0	5.25	5.5
9 th	2.0	2.125	2.25
7th & 8th	3.0	3.5	4.0
Pep Band	3.0	3.5	4.0
Flag Corps	4.0	4.5	5.0
H.S. Student Council Advisor	4.0	4.5	5.0
J.H. Student Council Advisor	3.0	3.5	4.0
O.E. Sixth Grade Council Advisor	1.0	1.5	2.0
Science Fair Advisor	3.5	4.0	4.5
Science Fair Advisor	3.5	4.0	4.5
Science Olympiad			
Middle School	4.5	5.0	5.5
Middle School	4.5	5.0	5.5
Science Olympiad			
High School	4.5	5.0	5.5
High School	4.5	5.0	5.5
High School Quiz Bowl	3.0	3.5	4.0
Engineering Team	3.0	3.5	4.0
H.S. Swing Choir	5.0	5.25	5.5
Barbershop Quartet	2.0	2.25	2.5
Jr. High Athletic Director	14.0	14.5	15.0
Marching Band Head	14.0	14.5	15.0
Asst. Marching Band Director	8.0	8.5	9.0
OE Memorial Day Program	1.0	1.5	2.0
FCCLA	3.0	4.0	5.0
FFA	4.5	5.0	5.5

For changes effective 7/1/04:
Employees holding current paid positions will remain at their current step.
Employees filling newly created positions will begin at step 0.

GRIEVANCE DECISIONS

LEVEL ONE Decision _____

Date _____ Signature _____

Administrative Representative

Date recd. _____ Signature _____

Grievant and/or Association
Representative*

LEVEL TWO Decision _____

Date _____ Signature _____

Administrative Representative

Date recd. _____ Signature _____

Grievant and/or Association
Representative*

LEVEL THREE Decision _____

Date _____ Signature _____

Administrative Representative

Date recd. _____ Signature _____

Grievant and/or Association
Representative*

WHERE DECISION REQUIRES ADDITIONAL SPACE, ATTACH PAGES AS NECESSARY.

*Signature of the grievant and/or Association Representative indicates only receipt and not necessarily agreement with the decision.

APPENDIX D – ASSAULT LEAVE

PAULDING EXEMPTED VILLAGE SCHOOLS

ASSAULT LEAVE

Approval of assault leave requires the completion of this assault leave form.

1. Name _____

2. Description of assault and reason for leave request.

3. Dates of leave if known _____

4. Was medical attention necessary? _____

5. If number 4 was answered yes attach physician's certificate showing the nature of the disability and duration.

Signature

Date

APPENDIX E – TUITION REIMBURSEMENT FORM

_____ SCHOOL YEAR
June 1, _____ through May 31, _____

TUITION REIMBURSEMENT FORM

Name _____

School in which enrolled _____

Course/Courses in which enrolled (include College or University Course Number and the Number of Semesters per or Quarter Hours)

Did you receive a stipend for this class? _____ Yes _____ No _____
If you answered yes, please attach documentation showing who paid the stipend and the amount.

Signature of Employee _____

Received By _____

Date/Time Received _____

Approved _____ Disapproved _____

The following must also be submitted as proof of completion by May 31 before any payment may be made:

1. Grade - Any one of the following:

- Letter from college/university
- Grade Slip
- Transcript

2. Proof of payment - Any one of the following:

- Cancelled check (bank statement)
- Credit card statement
- Receipt signed by college/university

APPENDIX F – EVALUATION FORM

EVALUATION FORM

TEACHER _____ GRADE _____ /SUBJECT _____

Note: Needs Improvement or Unsatisfactory ratings require appropriate recommendations and assistance.

A. <u>CLASSROOM ENVIRONMENT</u>	Commendable	Satisfactory	Needs Improvement	Unsatisfactory
1. Room is neat and orderly	_____	_____	_____	_____
2. Bulletin boards, appropriate	_____	_____	_____	_____
3. Displays learning materials	_____	_____	_____	_____
B. <u>TEACHER-STUDENT RELATIONSHIP</u>				
1. Students develop proper citizenship	_____	_____	_____	_____
2. Classroom control/discipline	_____	_____	_____	_____
3. Teacher has rapport/respect of students	_____	_____	_____	_____
C. <u>TEACHING TECHNIQUES</u>				
1. Ability to plan/prepare daily lessons	_____	_____	_____	_____
2. Skill in presenting subject area: directions, discussion, understanding	_____	_____	_____	_____
3. Ability to develop good work habits and attitudes	_____	_____	_____	_____
4. Provides for individual needs and differences	_____	_____	_____	_____
5. Uses available teaching materials and technology	_____	_____	_____	_____
6. Knowledge of subject area	_____	_____	_____	_____
D. <u>PROFESSIONAL CHARACTERISTICS</u>				
1. Enthusiasm for teaching	_____	_____	_____	_____
2. Informs principal on any change in procedure	_____	_____	_____	_____
3. Promptness and accuracy in records and reports	_____	_____	_____	_____
4. Is punctual: arrival, classes, meetings, leaving	_____	_____	_____	_____
5. Rapport/communicates with parents and community	_____	_____	_____	_____
6. Professional ethics, responsibility and educational growth	_____	_____	_____	_____
7. General communication with principal	_____	_____	_____	_____
8. Performs assigned duties	_____	_____	_____	_____

E. DATE AND TIME OF CLASSROOM OBSERVATION(S): First: _____

Second: _____ Third: _____

F. EVALUATION REPORT (See Article V, Section D(10))

G. RECOMMENDATIONS AND ASSISTANCE (See Article V, Section D(11))

H. TEACHER COMMENT

My signature indicates I have had a conference and read the above areas indicated on this form with my building supervisor. It does not necessarily mean that I agree with the building supervisor's assessment. Certain items may have been omitted because judgement could not be made at the time. Use additional pages if necessary to complete this form.

I understand that if I am dissatisfied with the results of this conference, I may request a hearing before the Board of Education. The Board will hold this hearing(s) before making any decision as to the length of contract to be offered to me.

Teacher's Signature _____ Date _____

Supervisor's Signature _____ Date _____

APPENDIX G

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE PAULDING EXEMPTED VILLAGE SCHOOL DISTRICT

AND

THE PAULDING EDUCATION ASSOCIATION

**PROCEDURES FOR PRORATING OF INSURANCE PREMIUMS
AS A RESULT OF UNPAID LEAVE AND DOCK DAYS**

The Board of Education (Board) paid amounts of insurance premiums are based on the employee fulfilling the entire contract for each contract year. (A contract year consists of 183 days plus any extended days. An employee's contract year begins on the teacher work day preceding the school year and ends 12 months later.) Should an employee not fulfill the entire contract by taking unpaid leave or dock days, the Board paid share of the insurance premiums will be reduced according to the following procedures:

1. The first 3 unpaid days during a contract year will not affect the Board paid share of insurance premiums.
2. For each unpaid day in excess of 3 days during the contract year, the employee will pay the district 1 divided by the number of scheduled work days in that month times that month's Board paid insurance premiums. (The employee will continue to be responsible for the employee paid amount of insurance premiums in addition to the above.), and;

For each unpaid day in excess of 3 days during the contract year, the employee will pay 1/183 (plus extended days) times each month's Board paid insurance premiums during the months of June, July, and August of that contract year. (The Employee will continue to be responsible for the employee paid amount of insurance premiums in addition to the above.)

The above procedure is agreed to by the Paulding Exempted Village School District and the Paulding Education Association.

APPENDIX I

Memorandum of Understanding

This memorandum of Understanding by and between the **Paulding Education Association** (hereafter the "Association") and the **Paulding Exempted Village School District Board of Education** (hereafter the "Board").

Whereas, the Board and the Association are parties to a Collective Bargaining Agreement (hereafter the "Agreement"), the effective dates of which are July 1, 2006 until June 30, 2009

Whereas, the Board has contracted with the Vantage Career Center (hereafter called VCC) whereby the VCC will provide an Agricultural Education program and Family Consumer Science program for Paulding Exempted Village School District students desiring to enroll in such curriculum; and

Whereas, this decision will result in the Agricultural Education program and Family Consumer Science position with the Board being eliminated; and

Whereas, this elimination is not reduction in force under the law, and

Whereas, the Agreement contains a provision providing the process for reducing in force members of the bargaining unit; and

Whereas, the parties desire that the elimination of the Agricultural Education position and the Family Consumer Science position be treated as a reduction in force so that the individuals currently employed by the Board in the Agricultural Education position and Family Consumer Science position retains seniority and recall rights provided in the Agreement.

Now Therefore, it is hereby Agreed as follows:

1. The Board shall reduce in force Nora Sue Helle (Family Consumer Science Specialist) and shall suspend her employment contract with the Board.
2. The Board shall reduce in force Sarah Noggle (Agricultural Education Specialist) and shall suspend her employment contract with the Board.
3. These suspensions are only agreed upon if these individuals are hired by VCC for the purposes of being Satellite teachers located at Paulding Exempted Village School District and are hired at the existing seniority they are at presently.
4. These two employees will be eligible to receive 45 severance days as agreed to in Article VII Section J of the PEA negotiated Agreement. The BOE will pay the difference between the

negotiated contract that VCC has and PEA has concerning the severance day issue.

5. Supplemental Positions will be created for the 2008-2009 school year. These positions will be served by the individuals that will be the Satellite instructors and according to Article VII, Section B, Number 3 of the negotiated agreement, these positions are necessary and will be created. The pay for these positions may possibly be paid by the profit received from this agreement between PEVS and VCC.

- a. FFA - Sarah Noggle - at 6 + years
- b. FCCLA - Nora Sue Helle - at 6 + years

	Years of Experience		
	(0-2)	(3-5)	(6+)
FCCLA	3.0	4.0	5.0
FFA	4.5	5.0	5.5
	4.5	5.0	5.5

6. If at any time discontinuation of this program occurs, the satellite employees will return to the associate district's employment at their total years of seniority from both PEVS and VCC and retain all previous employment practices and benefits from PEVS when employed there.

This Memorandum will be added to the negotiated agreement as an appendix until such time both Sarah Noggle and Nora Sue Helle have retired from teaching.

Executed this 16th day of April, 2008

Paulding Exempted Village School District Board of Education

Patricia Ross
 Superintendent
 Paulding Education Association

Robert G. Hauge
 Board Treasurer

Jan Kohant
 Association President

Randall Jones
 Association V-President

APPENDIX J

CONTRACT AMENDMENT
BETWEEN THE
PAULDING EDUCATION ASSOCIATION
AND THE
PAULDING EX. VILLAGE SCHOOLS BOARD OF EDUCATION

Whereas, The Paulding Education Association and the Paulding Exempted Village Board of Education are parties to a negotiated agreement in effect through June 30, 2009;

Whereas, Senate Bill 2 requires the implementation of a Master Teacher Committee;

Whereas, Senate Bill 2 requires that this committee be in place for the 2008-2009 school year if the district plans to participate in the process; and,

Whereas, the district has agreed to participate in the Master Teacher Program, and

Whereas, The parties desire to fulfill the requirements of Senate Bill 2.

Now, therefore, the Paulding Education Association and the Paulding Exempted Board of Education agree to the following:

1. To be part of a Master Teacher Consortium involving the following schools: Paulding Exempted Village School, Antwerp Local Schools, Van Wert City Schools, Crestview Local Schools, Lincolnview Local Schools, Wayne Trace Local Schools, and Vantage Career Center.
2. Paulding Exempted Schools will have two representatives on the committee, consisting of practicing Master Teachers.
3. The committee will serve a one or two year term on the WBESC Master Teacher Consortium.
4. Paulding Exempted Village Schools will have one administrative representative. The Master Teacher Committee shall determine the time, location, and number of committee meetings.
5. Administrative representatives will be responsible for issuing notification of upcoming meetings to the media and sending any/all notifications to committee members, upon approval at committee meetings.
6. The Master Teacher Committee members shall jointly establish its Plan of Operation for the appropriate designation of a Master Teacher, including, but not limited to, the application and review processes, the dissemination of general information to local association members, and the appeal procedure.
7. Under no circumstances is the involvement in the activities of the Master Teacher Committee to be used for adverse employment decisions by the employer.

8. Nothing in the Master Teacher Committee process shall have an adverse impact on the educator's performance evaluation as established by the Collective Bargaining Agreement.
9. In the event of an in-term vacancy or removal, the teacher member shall be replaced by the Association.
10. As determined by the committee, the Association Master Teacher Committee members shall be provided on-going training by the employer to ensure consistent application of the Master Teacher criteria.
11. The Master Teacher members shall be provided release time, or will receive a stipend equal to members of the LPDC committee for after hours work.
12. The Master Teacher Committee shall be provided with the equipment, paper, and other materials necessary to perform its duties, as well as adequate and secure space for the safe and secure storage of records, files and any other work and materials requiring storage and/or file space;
13. Compensation for Master Teacher designation will be open to negotiation when the current contract expires.

In the event the Association requests the Master Teacher Program be a local committee or in the event the consortium is no longer meeting the needs of the teachers and the district, the Association and District agree to form a Master Teacher Committee in compliance with Senate Bill 2. The withdrawal from the consortium will be decided upon by a vote of the executive committee of the Association and all attempts will be made to execute the withdrawal prior to the beginning of the school year. Each party will choose their own participants. All other rules so stated in this MOU and contract amendment shall apply.

This memorandum of understanding and contract amendment becomes effective immediately upon the signature of the parties and shall be attached to the current negotiated agreement between the Association and the Board of Education.

Delia Papadimitriou

Patricia Groo

Loan Hatcher
For the Association

For the Board

11/14/08
Date

11/14/08
Date

APPENDIX K

MEMORANDUM OF UNDERSTANDING

Between the Paulding Exempted Village Board Of Education
and the
Paulding Education Association

WHEREAS, there is a Collective Bargaining Agreement between the Paulding Exempted Village Board of Education and the Paulding Education Association which addresses the issues of Reduction in Force and Recall, and

WHEREAS, the Collective Bargaining Agreement addresses the issue when an employee remains on layoff status, and

WHEREAS, the Collective Bargaining Agreement addresses the issue of when a certified/licensed person applies for and receives a vacant position when an employee remains on recall, and

WHEREAS, the parties wish to reach an amicable resolution of this matter,

Therefore, the parties mutually agree to the following:

1. In the event the district cannot find a certified/licensed person to fill a vacancy for which an employee on recall status is not originally certified/licensed for, the district will first offer the vacancy to the employee on layoff status
2. The district will offer the employee the right to apply for a temporary license.
3. The teacher agrees to obtain a temporary license and abide by the regulations set forth by the state to maintain said license.
4. If the teacher on layoff declines the offer for temporary status, the employee continues to remain on the layoff list with all the benefits granted to them under the recall provision. This rejection will not count against the employee and the employee shall remain at the same location on the recall list

This Memorandum of Understanding shall become a part of and affixed to the Master Agreement effective with the signatures of the parties.

<u>William J. Higgins</u> 1-9-07	<u>Jan Rohant</u> 1/8/07
For the Board Date	For the Association Date
<u>Jan P. Dore</u> 1-9-07	<u>Bob Macint</u> 1/9/07
For the Board Date	For the Association Date



OHIO EDUCATION ASSOCIATION

STATE EMPLOYMENT RELATIONS BOARD
Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

2009 SEP -2 P 2: 08

August 31, 2009

State Employment Relations Board
Attn: Clerks Office
65 East State Street, Twelfth Floor
Columbus, OH 43215-4213

RE: The Paulding Education Association
and
The Paulding Exempted Village Schools
SERB Case No. 09-MED-03-0267

Dear Sir or Madam:

Please be advised that the Paulding Education Association, affiliated with the Ohio Education Association (OEA) and the National Education Association (NEA), and the Paulding Exempted Village Board of Education have successfully completed negotiations and ratified a new contract.

I am enclosing three original contracts and I would like two SERB file-stamped copies returned to me in the envelope provided.

Sincerely,

Annette M. Kubiske
OEA/NEA Labor Relations Consultant

de

Enc.



1853-01
K 25484

1 of 2
09-MED-03-0267

STATE EMPLOYMENT
RELATIONS BOARD ✓

2009 NOV -5 P 4: 45

APPENDIX G

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE PAULDING EXEMPTED VILLAGE SCHOOL DISTRICT

AND

THE PAULDING EDUCATION ASSOCIATION

**PROCEDURES FOR PRORATING OF INSURANCE PREMIUMS
AS A RESULT OF UNPAID LEAVE AND DOCK DAYS**

The Board of Education (Board) paid amounts of insurance premiums are based on the employee fulfilling the entire contract for each contract year. (A contract year consists of 183 days plus any extended days. An employee's contract year begins on the teacher work day preceding the school year and ends 12 months later.) Should an employee not fulfill the entire contract by taking unpaid leave or dock days, the Board paid share of the insurance premiums will be reduced according to the following procedures:

1. The first 3 unpaid days during a contract year will not affect the Board paid share of insurance premiums.
2. For each unpaid day in excess of 3 days during the contract year, the employee will pay the district 1 divided by the number of days in his/her contract year times the yearly Board insurance premium. (The employee will continue to be responsible for the employee paid amount of insurance premiums in addition to the above).
3. This MOU does not affect employees covered under Family Medical Leave Act.

Patricia J. Ross 10-26-09
For the Board Date

Julia Papadimitriou 10/26/09
For the Association Date

Maria Kellie 10/26/09
For the Board Date

Jan Kohout 10/26/09
For the Association Date

09-MED-03-0267

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PAULDING EXEMPTED VILLAGE SCHOOL DISTRICT
AND
THE PAULDING EDUCATION ASSOCIATION**

CLARIFICATION OF INTERIM

“Interim” shall be defined as a person who will be employed for up to one year to fill a position in which the vacancy became available after June 1, or two (2) days following the teacher workday, whichever is later.

Interims will be considered to be automatically non-renewed at the expiration of the school year without the need for the Board to take any action.

Interim teachers are not considered internal applicants for the purpose of the hiring process for the posted jobs in January.

If the interim teacher is rehired in the district for the following school year, they will not be considered to have a break in service according to the district seniority list. All prior interim teachers will be placed according to this agreement.

Patricia Rosso 10/26/09
For the Board Date

Debra Pappalardo 10/26/09
For the Association Date

Maria Kellin 10/26/09
For the Board Date

Jan Kohout 10/26/09
For the Association Date

2009 NOV - 5 P 4: 45
STATE EMPLOYMENT
RELATIONS BOARD



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

November 3, 2009

State Employment Relations Board
Attn: Clerk's Office
65 East State Street, 12th Floor
Columbus, OH 43216

STATE EMPLOYMENT
RELATIONS BOARD
2009 NOV -5 P 4:45

RE: Memorandum of Understandings

Dear Sir or Madam:

Please find the attached memorandum of understandings that have been recently signed between the Paulding Education Association and the Paulding Exempted Village School District located in Paulding County.

These MOU's should be attached to the most recent negotiated contract as they make changes within the contract.

If you have any questions, please contact my office at 419-784-9588.

Sincerely,

Annette Kubiske
OEA/NEA Labor Relations Consultant

de

Enc.



09-MED-03-0267
K25484
1853-01

~~10-MED-05-0690~~

STATE EMPLOYMENT
RELATIONS BOARD

MEMORANDUM OF UNDERSTANDING

2010 JUL 15 P 4: 15

Between the Paulding Exempted Village Board of Education
And the
Paulding Education Association

As agreed during negotiations a 1.5% increase on the salary schedule will be given to Paulding Education Association employees for the year 2010-2011. This agreement was ratified on May 24th, 2010 by the PEA and on June 29, 2010 by the Paulding Exempted Village Board of Education.

This memorandum of understanding shall become a part of and affixed to the Master Agreement which is dated 2009-2012.

For the Board

Date

For the Association

Date

Patricia Raso 7-8-10

John Paputovich 7-8-10

Maria Rellinger 7-8-10

2010-2011 TEACHER SALARIES

EXP	No Degree	BA	150 Sem. Hrs. 225 Qtr. Hrs.	MS	M+15	M+30
0	25,784 0.865	\$29,808 1.000	\$30,941 1.038	\$32,640 1.095	\$33,296 1.117	\$33,951 1.139
1	27,095 0.909	\$31,239 1.048	\$32,550 1.092	\$34,398 1.154	\$35,114 1.178	\$35,799 1.201
2	28,198 0.946	\$32,491 1.090	\$33,892 1.137	\$35,919 1.205	\$36,664 1.230	\$37,379 1.254
3	29,331 0.984	\$33,743 1.132	\$35,263 1.183	\$37,439 1.256	\$38,214 1.282	\$38,959 1.307
4	30,434 1.021	\$34,965 1.173	\$36,634 1.229	\$38,989 1.308	\$39,764 1.334	\$40,539 1.360
5	31,567 1.059	\$36,217 1.215	\$38,035 1.276	\$40,509 1.359	\$42,119 1.413	\$42,924 1.440
6	32,699 1.097	\$37,498 1.258	\$39,406 1.322	\$42,059 1.411	\$43,728 1.467	\$44,563 1.495
7		\$38,750 1.300	\$40,777 1.368	\$43,579 1.462	\$45,338 1.521	\$46,202 1.550
8		\$40,032 1.343	\$42,178 1.415	\$45,129 1.514	\$46,948 1.575	\$47,872 1.606
9		\$41,314 1.386	\$43,579 1.462	\$46,709 1.567	\$48,557 1.629	\$49,511 1.661
10		\$42,596 1.429	\$44,980 1.509	\$48,259 1.619	\$51,180 1.717	\$52,134 1.749
11		\$43,907 1.473	\$46,381 1.556	\$49,839 1.672	\$52,820 1.772	\$53,833 1.806
12		\$45,189 1.516	\$47,812 1.604	\$51,389 1.724	\$54,489 1.828	\$55,532 1.863
13			\$49,213 1.651	\$52,969 1.777	\$56,158 1.884	\$57,231 1.920
14				\$54,578 1.831	\$57,828 1.940	\$58,930 1.977
15				\$56,397 1.892	\$59,556 1.998	\$60,957 2.045

STATE EMPLOYMENT
RELATIONS BOARD

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Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

2010 JUL 15 4:15

July 14, 2010

State Employment Relations Board
Attn: Clerks Office
65 East State Street, 12th Floor
Columbus, OH 43216

**RE: Case No. 10-MED-05-0690
Paulding Education Association and Paulding Exempted Village Schools**

2010 JUL 15 4:15
STATE EMPLOYMENT
RELATIONS BOARD

Dear Sir/Madam:

Please find attached a memorandum of understanding that has been recently signed between the Paulding Education Association and Paulding Exempted Village Board of Education located in Paulding County.

This MOU should be attached to their most recent negotiated contract as this MOU makes changes to that contract from the agreement reached in the reopener of the collective bargaining agreement on salary only.

If you have any questions, please contact my office at 419-784-9588 or via email at kubiskea@ohea.org.

Sincerely,

Annette M. Kubiske de

Annette M. Kubiske
OEA/NEA Labor Relations Consultant

de

Enc



09-MED-03-0267
 K25484
 1853-01

2010-2011 TEACHER SALARIES

EXP	No Degree	BA	150 Sem. Hrs. 225 Qtr. Hrs.	MS	M+15	M+30
0	25,784 0.865	\$29,808 1.000	\$30,941 1.038	\$32,640 1.095	\$33,296 1.117	\$33,951 1.139
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15				\$56,397 1.892	\$59,556 1.998	\$60,957 2.045