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AN AGREEMENT BETWEEN  
THE  
PICKAWAY-ROSS COUNTY JOINT  
VOCATIONAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
AND THE  
PICKAWAY-ROSS TEACHERS ASSOCIATION

Effective June 30, 2011 to June 30, 2014

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An Agreement between  
the Board of Education  
of the  
Pickaway-Ross County Joint  
Vocational School District  
and the  
Pickaway-Ross Teachers Association

This Agreement entered into this 30th day of June, 2011, between the Board of Education of the Pickaway-Ross County Joint Vocational School District (the "Board") and the Pickaway-Ross Teachers Association (the "Association") as follows:

**Article 1 Recognition**

- 1.01 The Board recognizes the Association as the sole and exclusive representative for the members of the bargaining unit, which shall consist of all full-time certificated/licensed staff members employed by the Board under regular teaching contracts. The superintendent; directors; supervisors; administrative coordinators; treasurer; tutors; substitutes; non-certificated/non-licensed personnel; and any other part-time, seasonal, student, confidential, supervisory or management level employees as defined in Section 4117.01 of the Ohio Revised Code are excluded from the bargaining unit and are not subject to the terms of this Agreement.
- 1.02 Nothing in this Agreement shall prevent any teacher or teachers from presenting their views and recommendations directly to the Board in accordance with established procedures, provided that collective negotiations shall be conducted only with the Association. The Board would also reserve the right to present its views directly to the Teachers Association.

**Article 2 Negotiation Procedure**

- 2.01 Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117(C)(2)-(6) and any other procedures to the contrary.
- 2.02 Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party between January 15-31 of any year. Within fifteen (15) working days after receipt of such notice, the parties shall hold their first negotiation session at which both parties shall submit all their formal proposals. Thereafter, neither party shall submit additional items unless the other party consents.

- 2.03 Proposals and counterproposals submitted at all meetings shall be complete and shall specify that to which agreement is sought. Topical listings of items proposed for negotiation ("laundry lists") shall constitute a clear failure to comply with this requirement, and may be disregarded.
- 2.04 The Board and the Association shall each be represented at all negotiation meetings by a team to consist of not more than five nor fewer than three persons. Neither party shall exercise or attempt to exercise any influence over the selection of the other party's team of negotiators. All negotiations shall be conducted privately and exclusively between said teams.
- 2.05 The Board and the Association agree to meet in good faith. "Good faith" means the obligation of both negotiating teams to meet at reasonable times and deal with each other openly and fairly. It requires that each team be willing to react to the other's proposals. If a proposal is unacceptable to one of the teams, that team is obligated to respond with a counterproposal or give its reasons for the rejection of the proposal. "Good faith" does not require either party to make a concession. As tentative agreement is reached in issues, they shall be noted and initialed by each party.
- 2.06 Meetings will be scheduled to negotiate proposals until tentative agreement on all items is obtained or an impasse is reached. Prior to the completion of each negotiation session, a mutually agreeable time, place and date shall be set for the next negotiation session. Either party may recess for caucuses of reasonable length at any time. Caucuses shall not exceed thirty (30) minutes unless the parties agree to a longer period of time. Minutes of meetings may be kept by either party in such form and detail as the party may determine advisable.
- 2.07 Periodic progress reports may be issued during the negotiations to the public or the news media only if such release has the prior approval of both negotiating teams. Periodic progress reports may be made by the respective negotiating teams to their constituencies.
- 2.08 Both parties agree to furnish the other, upon reasonable request, available information necessary to resolve issues being negotiated. Access to available information in such form as it may exist constitutes compliance with this provision. Neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, or compute data or information to provide it in other than its existing form.
- 2.09 Tentative agreement shall be reduced to writing and submitted to the Association for consideration. Upon approval by the Association, the Agreement shall be submitted to the Board for consideration. If approved by the parties, the Agreement shall be signed on behalf of the parties and shall become a contract between parties for the period stated therein.

2.10 The following alternate dispute resolution procedure shall replace ORC 4117.14 (C) (2) through 4117 (D) (1) as provided for under ORC 4117 (C) (1) (f) in the negotiations for a successor contract.

If on May 15, tentative agreement on all items is not reached, both parties shall use the services of the Federal Mediation and Conciliation Service (FMCS) for a mediation period of forty-five (45) days from May 15, or for a longer time should the parties mutually agree. FMCS shall be contacted jointly by the parties. The mediator shall hold such meetings as are necessary to effect an agreement.

### **Article 3 Board of Education Rights**

3.01 Except as specifically abridged, delegated, granted or modified by a specific and expressed term of this Agreement, the Board hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it and/or the Superintendent by the laws and Constitution of the State of Ohio, and of the United States, including but not limited to the Board's right to: determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology and organizational structure; its right to direct, supervise, evaluate and hire employees; maintain and improve the efficiency and effectiveness of school operations; determine the overall methods, process, means or personnel by which school operations are to be conducted; suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the missions of the school district; and the Superintendent's right to direct, assign, supervise, evaluate, schedule and transfer employees. The Board's and the Superintendent's exercise of the foregoing management rights requires neither prior negotiation with nor agreement of the Association.

### **Article 4 Conflict with Law**

4.01 The Board of Education and the Association agree that all items in this contract which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.01(A) shall not be affected by this Article. Should any clause of this contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.

## **Article 5 Classification of Teacher for Placement on Salary Schedule**

5.01 Each teacher shall be placed in the appropriate salary classification in accordance with the standards set forth below.

5.02 Class II -- Bachelor's Degree or Equivalent

a. Bachelor's Degree

Teachers with a Bachelor's Degree from an accredited college or university and less than 150 semester hours of credit.

b. Equivalent

Non-degree teachers of career-technical subjects meeting the minimum state standards for obtaining a provisional career-technical license by reason of successful experience in business/industry or such combination of post high school training and business/industrial experience.

5.03 Class III -- Bachelor's Degree and 150 Hours

a. Bachelor's Degree and 150 Hours

Teachers with a Bachelor's Degree and with a total of 150 semester hours from an accredited college or university.

b. Non-degree teachers of career-technical subjects:

1. Holding a four-year provisional career-technical certificate or holding a professional career-technical license who previously held a four-year provisional career-technical certificate; or

2. Holding a five-year professional career-technical license

who have completed a minimum of 9 semester hours (14 quarter hours) or equivalent of professional improvement beyond the initial issuance of such four-year provisional career-technical certificate or five-year professional career-technical license, one-half of which must be course work shown on a transcript, taken at a college or university. Only continuing education units will be approved by the LPDC.

5.04 Class IV -- Master's Degree or Equivalent

a. Master's Degree

Teachers with a Master's Degree from an accredited college or university.

b. Teachers of career-technical subjects:

1. Holding an eight-year professional career-technical certificate or holding a five-year professional career-technical license who previously held an eight-year professional career-technical certificate; or
2. Holding a five-year professional career-technical license, who previously held a four-year provisional career-technical certificate, and who have completed a minimum of 30 semester hours or equivalent of professional improvement beyond the initial issuance of such four-year certificate; or
3. Holding a five-year professional career-technical license, plus three years teaching experience and who have completed a minimum of 30 semester hours or equivalent of professional improvement beyond the initial issuance of such five-year license.

One-half of all such hours or equivalent must be course work shown on a transcript, taken at a college or university. Only continuing education units will be approved by the LPDC.

This section shall apply to teachers of career-technical subjects who by virtue of appropriate work experience and a Bachelor's Degree, or to non-degree teachers by virtue of appropriate work experience and the completion of an approved educational program, have completed the above requirements.

5.05 Class V -- Master's Degree or Equivalent + 15 Approved Semester Hours

a. Master's Degree Plus Fifteen Hours

Teachers with a Master's Degree and 15 additional semester hours from an accredited college or university.

b. Teachers of career-technical subjects

1. Holding an eight-year professional career-technical certificate or holding a five-year professional career-technical license who

previously held an eight-year professional career-technical certificate who have completed 15 additional semester hours beyond the initial issuance of such eight-year certificate; or

2. Holding a five-year professional career-technical license, who previously held a four-year provisional career-technical certificate, and who have completed a minimum of 45 semester hours or equivalent of professional improvement beyond the initial issuance of such four-year certificate; or
3. Holding a five-year professional career-technical license plus, three years teaching experience and who have completed a minimum of 45 semester hours or equivalent of professional improvement beyond the initial issuance of such five-year license.

One-half of all such hours or equivalent must be course work shown on a transcript, taken at a college or university. Only continuing education units will be approved by the LPDC.

This section shall apply to teachers of career-technical subjects who by virtue of appropriate work experience and a Bachelor's Degree, or to non-degree teachers by virtue of appropriate work experience and the completion of an approved educational program, have completed the above requirements.

5.06 Teachers who submit written notice of additional training qualifying them for higher salary classes shall do so in accordance with the following guidelines:

- a. Submission to the Superintendent, or his designee, on or before September 15 of notice of additional training, approved by the LPDC (when applicable) and official transcripts shall cause the teacher's salary to be increased, upon Board approval, effective July 1 of that calendar year;
- b. Submission to the Superintendent, or his designee, on or before December 15 of notice of additional training, approved by the LPDC (when applicable) and official transcripts shall cause the teacher's salary to be increased, upon Board approval, effective December 1 of that calendar year.

5.07 A newly hired teacher has one year from the date the Board approved the employment to raise objections to his or her placement on the steps and columns of the salary schedule. If a teacher does raise a valid objection during that one year, the teacher will receive backpay to the beginning of his or her employment. After that one-year period no teacher may challenge or object to his or her placement on the schedule with the following exception:



September 15 of that school year. A continuing contract during the term of a multi-year limited contract shall be issued only upon the affirmative recommendation of the Superintendent and affirmative vote by a majority of the Board.

- 7.05 When a substitute has remained in the same position for sixty (60) contract days and is substituting for a regular contract teacher absent for longer than sixty (60) consecutive contract days, this long term substitute becomes a bargaining unit member receiving salary and benefits according to the negotiated Agreement. The Superintendent's office will notify the Association President in writing that a long term substitute has become a bargaining unit member, and the Association President will provide the Board's Treasurer in writing with directions on whether and when to deduct Association dues or fair share fee and the amount to be deducted. This long term substitute will receive a regular contract if assigned or employed in the same position for the next school year. The Board will have the option to suspend the contract of the long term substitute, or institute internal transfer if the regular teacher whose position was being filled returns to active work status. Until such a long-term substitute has a regular contract, the long-term substitute continues to have the status of a substitute. If a long term substitute obtains a regular contract, his or her seniority shall include the time worked as a long term substitute.
- 7.06 Nothing contained herein shall abridge the Board's authority to employ or non renew teachers in accordance with Chapter 3319. Ohio Revised Code, and in accordance with the Agreement.

### **Article 8 Rehiring Retired Teachers**

- 8.01 Retired teachers hired as bargaining unit members will be hired on a one (1) year limited contract which will be automatically non renewed at the end of that contract with no notice from the Board. No more than five (5) percent of the bargaining unit shall consist of rehired retired teachers.
- 8.02 All rehired retired teachers will receive full educational steps on the salary index and years of experience up to five (5) years with a cap of ten (10) years of experience. Rehired retired teachers will accumulate no seniority.
- 8.03 Rehired retired teachers will begin at zero (0) sick days upon initial employment as a rehired retired but will be eligible to accumulate sick days according to the negotiated agreement. Rehired retired teachers will be eligible for all other leaves according to the negotiated agreement.
- 8.04 Rehired retired teachers will not be eligible for severance.

8.05 All other provisions of the negotiated Agreement unless addressed in this Article will apply to rehired retired teachers hired as bargaining unit members.

**Article 9 Leave for Professional Meetings and Visitations**

9.01 For the purpose of this Article, professional meetings and activities are those meetings and activities for which the stated purpose is the improvement of a teacher's competency on the fulfillment of his/her assigned duties for the Board and, thus, a direct and immediate benefit will accrue to the Board. Professional activities shall include sponsorship of all vocational club activities.

9.02 Payment or partial payment of the teacher's expenses incurred in attendance at such meetings or participation in professional activities shall be provided as an in-service training activity to the extent the budget permits. Payment will be made by the 30th of the month (or the last prior working day) provided the reimbursement request reaches the Treasurer by the 10th day of the month.

9.03 Upon review, the Superintendent may approve requests for professional leave and will employ qualified substitutes when necessary. No payment or partial payment of expenses shall be made unless the request is within the appropriation established by the Board.

9.04 Requests for professional leave must be in advance and be in writing for consideration of approval by the Supervisor, Appropriate Director and Superintendent. Upon advanced notice prior to the scheduled activity, the Superintendent may require the teacher(s) to file a written report on the meeting or visitation.

9.05 a. When applying for the Board to pay for a training leading to industry certification, a teacher shall indicate whether he or she intends to obtain certification by passing any required test or only to take the training.

b. The Board will pay one time for the cost of a test leading to industry certification for which the Board has been paying the cost of the training.

c. The Board will pay a one-time bonus to a teacher, equal to the cost of the test, for industry certification after the teacher passes the test and obtains certification for which the Board paid the cost of the training.

## Article 10 Leaves of Absence

### 10.01 Sick Leave

#### 10.012 General Provisions

- a. Sick leave shall be credited in accordance with Section 3319.141, Ohio Revised Code, at the rate of one and one-fourth days per month to a maximum of 15 days per year. Unused sick leave is cumulative to a maximum of two-hundred eighty-five (285) days.
- b. Subject to the specifications and requirements of Section 3319.141, Ohio Revised Code, a teacher who transfers from another school district or other agency of the State of Ohio shall be credited with the unused balance of his/her accumulated sick leave up to the maximum of two-hundred eighty-five (285) days.
- c. Beginning in 1997-98, at the end of the contract year, the Board will purchase from a teacher who has two hundred eighty-five (285) accumulated sick leave days, the number of sick leave days above the 285 total which the teacher would have had at the end of that contract year if the sick leave accumulation were not capped at 285 days. The payment will be based on the teacher's per diem rate for that completed school year multiplied by .225. Payment shall be made on the second payroll date following the closing of the school year. (Examples: (1) teacher begins 1997-98 with 285 sick leave days, and uses 2.0 sick leave days during the year, resulting in payment of .225 times 13 days; and (2) teacher accumulates 285 sick leave days as of December 31 of the 1997-98 school year and uses 3.5 days, resulting in payment of .225 times 4.0 days.)

#### 10.013 Illness/Injury/Death in the Immediate Family

Subject to the specifications and requirements of Section 3319.141, Ohio Revised Code, and subject to the requirements contained in this provision, teachers may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the teacher's immediate family. The term "immediate family" shall include spouse, children, mother and father, and any other person who clearly stands in the same relationship to the teacher as those "immediate family" members. A teacher may use sick leave for illness or injury in the "immediate" family.

10.014 Illness or Injury in Extended Immediate Family

Except as limited herein, the term "extended immediate family" shall include brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, or any other person who is a permanent member of the household (other than those in the "immediate family"). Extended immediately family may also include any other person who clearly stands in the same relationship to the teacher as the relatives first named. A teacher may use up to five (5) days of sick leave per occurrence for illness or injury of members of the teacher's "extended immediate" family.

At the beginning of the school year, all teachers who have not accumulated sick leave shall be entitled to an advance of five (5) days of paid sick leave and an additional five (5) days upon the recommendation of the Superintendent and the approval of the Board.

10.02 Personal Leave

- a. A teacher may be granted a maximum of three (3) days of personal leave per school year. Unused personal leave is not cumulative. At the option of the teacher, either whole or half days may be used as long as such days are used in accordance with the provisions herein.
- b. Requests for personal leave shall be submitted for approval to the Superintendent on a form designated for that purpose three (3) days in advance, unless special circumstances make it impossible to comply with this advance application requirement. Where there are special circumstances, the Superintendent or his/her designee may waive the advance application requirement and the form shall then be completed within three (3) days after the absence.
- c. Personal leave shall be granted for legal, personal, or business matters that cannot be conducted outside regular school hours. One of the three days for each teacher is unrestricted as to use preceding or following a holiday or vacation period, subject to a cap of ten percent (10%) of the total bargaining unit on a first-come, first-served basis. No unrestricted personal leave may be used within the first five days or last five days of the school year.
- d. Only in extreme circumstances shall personal leave be approved for the day preceding or the day following a holiday or vacation period, or for the first five (5) days or the last five (5) days of the school year. Other than the one day of unrestricted personal leave within the ten

percent cap in subsection C above, all personal leave is subject to the restrictions as listed in A and B above.

10.03 Attendance Bonus

- a. Teachers who use the following number of sick leave days in total during a school year shall be paid an incentive payment as follows:

<u>Total Sick Leave Days Used</u>	<u>Incentive Payment</u>
0	\$750
1 or less	\$600
2 or less	\$450
3 or less	\$300
5 or less	\$150

The dollar amounts for the sick leave incentive will be increased for the 2012-2013 school year and the 2013-2014 school year by the same percentage as the base salary increases pursuant to Article 25.

- b. Teachers who use the following number of personal leave days in total during a school year shall be paid an incentive payment as follows:

<u>Total Personal Days Used</u>	<u>Incentive Payment</u>
0	\$300
1 or less	\$200
2 or less	\$100

- c. Attendance shall be defined as being on duty and shall include professional leave days, Association leave days, jury duty, and military leave. Payment of such bonus shall be made on the second payroll date following the close of the fiscal year.
- d. Any bargaining unit member who does not use any personal leave days in a contract year shall, for each year of such non-use, be credited with one (1) additional day calculated and paid as a part of Article 21, Severance Pay. Payment of the attendance bonus in paragraph (b) above precludes the crediting of additional day for severance pay. Whether to receive the attendance or the credit for severance pay is the teacher's option. The teacher shall file his or her choice in writing by June 15 with the Treasurer.

10.04 Unpaid Leave for Illness or Disability (including Maternity)

- a. A teacher may apply for a leave of absence for illness or other disability without pay or benefit for a period not to extend beyond two (2) consecutive school years. Any leave granted shall expire at the

- end of a semester or school year.
- b. A request for such leave of absence will be submitted in writing, will state specific expiration date of the requested leave, and will be accompanied by a written statement from the teacher's physician substantiating that an illness or disability exists requiring the requested leave of absence.
  - c. The Board will not be obligated to return a teacher to active status with pay and benefits prior to the expiration date of the leave of absence granted for illness or disability. If the leave granted to a limited teacher extends beyond April 30 of the Teacher's contract year, the Board is not obligated to reemploy the teacher for the next school year if notice of nonrenewal is given on or before April 30 of the year in which the teacher's contract expires.
  - d. If the insurance carrier permits, a teacher on leave may continue group insurance coverage at the teacher's expense.
  - e. If the unpaid leave of absence request is for a purpose that comes under the Family and Medical Leave Act of 1993, then the employee may request leave under subsections (a-d) above or instead as Family/Medical Leave. If the employee applies for Family/Medical Leave, then the employee's rights and eligibility and the Board's duties and rights shall be based on the Family and Medical Leave Act of 1993 only and not on (a-d) above. If an employee exhausts Family and Medical Leave and the employee's own illness or injury requires further absences, he or she may request unpaid leave under (a-d) above.

#### 10.05 Military Leave

- a. Military leave shall be granted pursuant to Ohio Revised Code 3319.14 and 5923.05.

#### 10.06 Leave for Professional Improvement

The Board may grant, upon recommendation of the Superintendent, leave to teachers for the purpose of undertaking additional professional training or skill upgrading. This leave shall be in accordance with Section 3319.131, Ohio Revised Code. No leave shall be granted unless a properly qualified substitute is available for the period of the leave.

#### 10.07 Religious Leave

The Superintendent may authorize leave with pay, upon application, for absence of full-time employees, for the observation of major religious holidays of the teacher's faith, which are not included in the school calendar.

10.08 Jury Duty

A full-time teacher shall be paid the difference between the teacher's regular compensation and the remuneration received by him/her for serving as a juror or as a subpoenaed witness.

10.09 Assault Leave

- a. The Board of Education shall grant paid leave to an employee who is absent due to physical disability resulting from an assault which occurs in the course of Board employment.
- b. The employee shall submit on prescribed Board of Education forms justification for such leave. These signed forms shall be submitted to the immediate supervisor within two working days of the alleged incident, or if the employee is physically unable, as soon thereafter as possible. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its anticipated duration shall be required before assault leave can be approved for payment.
- c. Assault leave shall not be charged against sick leave and earnings under the provisions for this leave shall be at the difference between the employee's regular compensation and the remuneration, if any, received by the employee from workers' compensation. Assault leave shall, if necessary, include time for court appearances, legal consultations or meetings with law enforcement officials concerning the alleged assault.
- d. Leave which results from disability occurring from an assault shall terminate upon the employee's return to duty. Such leave shall automatically terminate at the expiration or termination of an employee's contract, resignation of said employee or declaration of eligibility of the employee for disability retirement benefits.
- e. The teacher shall be granted assault leave for up to a maximum of twenty (20) working days. Additional assault leave may be granted by the Superintendent in extenuating circumstances.

10.10 Bereavement Leave

- a. Each bargaining unit member shall be allowed up to five (5) days with pay for each death in the teacher's extended immediate family or in the teacher's immediate family. (See Section 10.013 for definitions.) Beyond such days, a teacher may use sick leave for death in the immediate family and extended family.

- b. The use of Bereavement Leave for death in the extended or immediate family shall not be charged to a person's accumulated sick leave. Use of sick leave beyond the five (5) days of Bereavement Leave for death in the immediate family shall be charged to the teacher's sick leave and extended family.
- c. In addition, Personal Leave under Article 10.02 may be used to attend a funeral.

### **Article 11 Association Rights**

- 11.01
- a. The Board will provide payroll deduction for the payment of Association dues as authorized in writing by a teacher in accordance with Section 4117.09(B)(2), Ohio Revised Code. Payroll deductions may be made beginning with the first paycheck in October and continuing for the next nine (9) months (1/18th of the total amount due per paycheck). Upon termination, the remainder of the Association dues shall be deducted from the employee's paycheck. Written authorization for payroll deduction of dues shall be continuous from school year to school year. A teacher may revoke such authorization by giving written notice to the Treasurers of both the Board and the Association by September 30.
  - b. Payroll Deduction of Fair Share Fee
 

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the PRTA, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
  - c. Notification of the Amount of Fair Share Fee
 

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association shall be transmitted by the Association to the Treasurer of the Board on or about September 1 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
  - d. Schedule of Fair Share Fee Deductions
    - (1) All Fair Share Fee Payors

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15<sup>th</sup> annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- (a) sixty days employment in a bargaining unit position or
- (b) January 15<sup>th</sup>

(2) Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

e. Transmittal of Deductions

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

f. Procedure for Rebate

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.

g. Entitlement to Rebate

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.

h. Indemnification of Board

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board, its members, officers, Treasurer, and employees in the Treasurer's office, 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 twenty-one (21) 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 (a) to give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) to permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) not to oppose the Association or its affiliates' application to file *amicus curiae* in the action.

11.02 The Association shall have the right to use school equipment without charge for normal Association business when not otherwise in use for school purposes.

Association meetings or other business that involves large general unit attendance will not interfere with the program of instruction and must be approved by the Director of Secondary Education.

11.03 The Association shall have the use of one designated bulletin board in a central area for the general use of the Association.

11.04 The Association President shall receive as soon as available an advance copy of any proposed policy changes in Section G, Personnel; Section I, Instruction; and Section J, Students; of the Board Policy Manual. The Association President and one other designated member of the Association may discuss proposed changes with the administration prior to their being presented to the Board of Education.

The President of the Association will receive Board agendas as soon as they become available for mailing to Board members. The formal minutes of all attachments shall be furnished to the President of the Association for all Board meetings.

11.05 The Association shall have the right to use school buildings and equipment without charge for official Association business when not otherwise in use for school purposes, provided that permission for such use has been secured in advance from the Director of Secondary Education.

- 11.06 The Association shall have the use of teachers' mailboxes for the distribution of Association announcements.
- 11.07 The Association shall have the right to use school telephones to carry out Association business. The Association shall reimburse the Board for fees or tolls.
- 11.08 The teachers shall be permitted to sign up for payroll deductions for the following areas:
- (1) Individual Retirement Accounts
  - (2) Tax Sheltered Annuities
  - (3) Cancer Insurance
  - (4) Universal Credit Union
  - (5) Vision Insurance
  - (6) Any other deferred compensation plan that can be currently accommodated by the treasurer's office accounting system software.
  - (7) Association for Career and Technical Education (ACTE) dues in four equal payments during the first four pay periods of the school year
  - (8) American Automobile Association dues

The amounts for such deductions shall be in accordance with the contracts between the individual and companies involved.

Teachers shall be permitted to either sign up or revoke authorization according to the guidelines and requirements of the companies or organizations involved in items (1), (2), (3), (4), (5), and (6). Documents pertaining to items (1), (2), and (5) must be properly completed and filed in the treasurer's office ten (10) calendar days prior to the effective payroll date.

## **Article 12 Association Leave**

- 12.01 The Pickaway-Ross Teachers Association shall be granted up to a maximum of fifteen (15) teacher days per year of professional leave to attend to Association duties, including the OEA delegate assembly. Any of the 15 days that are not used during this Agreement may be accumulated to be available for Association use in bargaining a successor Agreement during the term of this Agreement. Such leave shall be granted upon written request from the President of the Pickaway-Ross Teachers Association no later than three (3) school days prior to the date(s) for which the leave is requested. Such written notice shall include the name of the teacher taking leave and the day(s) required for the leave. Such leave shall not be granted to teachers to engage in a strike activity. A copy of the request for leave form shall be provided to the Association President promptly after administrative action. All expenses incurred in attending such meetings will be borne by the Association. Costs for

substitute teachers will be borne by the Board of Education.

- 12.02 The Association President will have no administrative duties, and will have one (1) period per day for Association business. If the Association President's schedule cannot be adjusted for a daily free period, he/she shall have no administrative duties and shall be given four (4) one-half (1/2) days to perform Association business during the school year. These four (4) one-half (1/2) days will be nonaccumulative and can only be used by the Association President. The President shall make a written request no later than three (3) days prior to the date(s) for which Association leave is requested. The Superintendent may waive the three (3) day request period in the case of an emergency.

### **Article 13 Grievance Procedure**

#### 13.01 Definitions

- a. "Days" shall mean actual days during which school is in session and the involved official is on duty in the office. In the summer, a day shall mean week days, excluding holidays, provided the involved official is on duty in the office.
- b. "Grievance" shall mean a claim by a teacher(s) that there has been a violation, misinterpretation or misapplication of this Contract between the Association and the Board. If any grievance arises, there shall be no stoppage or suspension of work because of such grievance, for it is intended that it shall be submitted to this grievance procedure.
- c. "Grievant" shall mean a teacher(s) initiating a grievance. Where more than one teacher is a grievant, each shall sign the grievance. The Association may grieve specific provisions which directly pertain to the Association as an entity.

#### 13.02 Rights of the Grievant and the Association

- a. A grievant may at his/her sole discretion be accompanied at all formal steps of the grievance procedure by a representative of his/her choice.
- b. If the grievant does not present a grievance within twenty (20) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
- c. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred. However, the time limits may be extended by mutual consent

of all parties concerned.

- d. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested.
- d. Hearings held under this provision shall be conducted at a time and place mutually acceptable, which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. These hearings shall be scheduled outside of the regular work day whenever possible; however, if the meeting is scheduled during the work day, persons necessary for the meetings will be released to attend.
- e. The Association shall be notified of the times, dates, and places where grievance hearings are held, and afforded the opportunity to be present at any meeting where a grievance adjustment may occur. The Association President shall be given copies of all written grievances.

### 13.03 Grievance Procedure

#### a. Informal Procedure:

A grievance, except as indicated above, in 13.02 (b), shall first be presented to the appropriate Director in an attempt to resolve the problem informally.

#### b. Formal Procedure:

**Level I.** If the grievance is not resolved within five (5) days of the informal claim, it may be pursued further by submitting a completed Grievance Report Form, Step I, in duplicate. Copies of this form shall be submitted by the grievant to the appropriate Director. Within five (5) days of the receipt of the Grievance Report Form, the appropriate Director shall meet with the grievant. The appropriate Director shall write a disposition of the grievance within five (5) days after such meeting by completing Step I of the Grievance Report Form and returning a copy to the grievant and the designee of his/her choice.

**Level II.** If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall, within five (5) days of such disposition, complete Grievance Report Form, Step II, and submit same to the Superintendent or his/her designee, who shall within five (5) days meet with the grievant. Within five (5) days of this meeting, the Superintendent or his/her designee shall write his/her disposition of the grievance by completing his/her portion of Step II, forwarding a copy to the grievant, the designee of his/her choice, and the appropriate

Director.  
**Level III.**

- a. If the grievant is not satisfied with the disposition of the grievance of Step II, the grievant may request a hearing before the Board by completing Grievance Report Form, Step III. The grievant's request for a hearing shall be made within five (5) days following the receipt of the disposition of grievance at Step II. The Board shall meet with the grievant within thirty (30) days of its receipt of the completed Grievance Report Form, Step III. Within ten (10) days of this meeting, the Board shall write its disposition of the grievance by completing its portion of Step III and causing the Treasurer to forward a copy of same to the grievant, the designee of his/her choice, the appropriate Director, and the Superintendent.
- b. A grievance concerning a reprimand or discipline shall be subject to grievance mediation using the FMCS before being heard by the Board, and the timelines for the Board hearing shall be adjusted accordingly. Any cost to FMCS services shall be split equally by the parties. The mediator cannot make a binding decision.

**Level IV.** If the grievant is not satisfied with the disposition in Level III, he/she may request a hearing before an arbitrator within five (5) days after disposition at Level III. The grievant's request for arbitration shall be by certified mail with return receipt requested to the Superintendent or personal delivery. Within five (5) days following receipt of the grievant's request for arbitration, the Superintendent or his/her designated representative and the grievant (or the Association if it is representing the grievant) shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) names. A second list of seven (7) names may be requested by either party before the parties begin selecting an arbitrator by the alternative strike method. An arbitrator shall be selected from the first or second list by the alternate strike method. Each party shall have three strikes. A toss of a coin shall determine who strikes first.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA. Provided, however, that either party shall raise any question of arbitrability at least thirty days before the evidentiary hearing actually begins. If a question of arbitrability is raised, the arbitrator shall determine whether he/she has jurisdiction upon the parties' written submissions. The arbitrator shall not proceed to hold a hearing until he/she has determined the grievance is arbitrable, unless a disputed question of fact exists which is essential to resolving the issue of arbitrability. If the Board of Education intends to raise an issue(s) of

arbitrability at the arbitration level, the issue(s) itself must have been raised at the Board's first opportunity to raise the issue(s) within the formal processing of the grievance.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such times required by the AAA rules or as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator, if within the limits of his/her authority set forth herein, shall be binding on the Board, the Association and the grievant. Binding arbitration shall be the sole and exclusive remedy for any alleged violation of this Agreement. The Association, Association representatives, or teachers, may not file any unfair labor practice charge or any other action concerning any matter which constitutes a grievance under 13.01(b). However, neither a teacher nor the Association is precluded from pursuing a claim in another forum when the matter is not grievable under this article.

The arbitrator shall not have the authority to add to, subtract from, or modify any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language herein in arriving at this decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall not have any authority to rule contrary to the law of the State of Ohio, except articles of the agreement which already supersede state law. Grievances concerning the need for staff transfers, assignments, reductions in force, the issuance of limited or continuing contracts, the content of evaluations, reprimands and disciplinary action shall not be arbitrable. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

The arbitrator shall not interfere with management prerogatives involving the Board's discretion, except where management has altered those prerogatives through this Agreement. No grievance shall be arbitrated together with any other grievance except by mutual consent of the parties.

The cost of arbitration shall be borne equally by both parties except that each party shall bear the cost of its own representatives.

#### **Article 14 Reduction in Teaching Staff**

- 14.01 When, by reason of decreased enrollment, program changes, or lack of funds, the Board of Education finds it necessary to reduce the number of teachers, such reduction shall be accomplished by suspending contracts.

The following provisions shall apply when contracts are suspended:

- a. The PRTA shall be given written notice at least thirty (30) calendar days prior to Board action on any proposed staff reduction. Such notification shall include:
  - (1) The positions for reductions being considered.
  - (2) Reasons for such proposals.
- b. The Association has the right to present its views at a Board meeting before Board action on the proposal.
- c. Only the procedure and not the reasons for a reduction in force shall be subject to the provisions of the grievance procedure in this agreement.

14.02 In making such reduction by suspension of contracts, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, first give preference to teachers on continuing contracts; and then to teachers on limited contracts and then to teachers on limited contracts with greater seniority.

14.03 The Superintendent shall provide the Association President annually with a seniority list by October 1. The list will include seniority and certification/licensure, and indicate any teachers who are on the recall list. In addition, the Superintendent shall annually send each bargaining unit member a copy of the seniority list, which will be sent by the end of September. Employees shall notify the Association president and the Superintendent in writing by October 15 of any alleged errors in the list. The Superintendent and the Association President by November 1 shall make any corrections needed and agree on the accuracy of the list. The list may not be challenged by grievance or otherwise after November 1. Should the contract status of the teachers in the program affected be identical, the Superintendent shall give priority to the teacher who has greater seniority. For the purpose of this contract, seniority shall be defined as the number of years of current, continuous service, including leaves of absence, and time on recall, commencing with the most recent date of employment. If two or more individuals have equal seniority as defined herein, then the following shall apply:

- a. The date of the Board meeting at which the teacher was hired, then by
- b. The date on which the teacher submitted his/her original job application.

14.04 Should both the contract status and the seniority of the teachers in the

program affected be identical, the Superintendent shall base his recommendations on the level of certification in the following order: (a) permanent; (b) professional certificate or professional license who previously held a professional certificate; (c) 4-year provisional certificate or professional license who previously held a four-year provisional certificate; (d) professional license; (e) provisional license.

- 14.05
- a. At this point, any teacher still on the list of those teaching contracts that are to be suspended because of the need for RIF shall have the right to bump a teacher with the least seniority in another area for which the involved teacher is currently at least provisionally certificated/ professionally licensed if they agree to pick up six (6) semester hours of college course work within two years in the new area or have taught within the new area within the last five years.
  - b. Any bargaining unit member who is teaching on a one year/temporary certificate, and whose contract becomes subject to a reduction under Article 14.01, shall be eligible to bump into another area as specified under 14.05(a). If the teacher on a one year/temporary certificate is not at least provisionally certificated in another area, he/she shall be first issued a one-year contract. Following such issuance, the contract may be suspended by the board, and reemployment shall be governed by Article 14.06.
  - c. Displacement rights with respect to satellite teachers are addressed in Section 28.03.

14.06 Reemployment of teachers whose contracts were suspended by this Agreement:

- a. A teacher(s) whose contract(s) is suspended shall be placed on a list stating years of continuous service to the district and subject(s) certified to teach at the time of his/her suspension.
- b. A teacher on the RIF list shall be offered a contract, for positions for which he/she is certified, as set forth on said RIF list, as positions become available and in keeping with the seniority provisions of the RIF policy. (Inverse order -- last suspended; first re-employed.) Notification will be made by certified mail. It is the responsibility of the involved teacher(s) to advise the Board of the address where they may be reached. A teacher who had a limited contract when suspended shall remain on the RIF list until the earlier of: (1) the teacher removing his or her name from the list; (2) the teacher dying, taking STRS service retirement, or STRS disability retirement; or (3) three years elapsing from the teacher's last workday. A teacher who had a continuing contract when suspended shall remain on the RIF list until the earlier of any of such events with the exception of number (3).

- c. A teacher(s) who is offered a contract under the provisions of this policy must respond within fourteen (14) days of the receipt of said offer. If an individual does not accept a contract or fails to respond in the time stated, the individual will be reduced to least senior for that area of certification for recall only. If the offer of a contract is returned unopened, that individual will retain their seniority position and will be offered the next available opening for which he/she is properly certificated. A second failure to respond will eliminate the individual from future considerations.

### **Article 15 School Calendar, Work Year, Work Day and Staff Development**

- 15.01 The professional staff, through the Association, shall be given the opportunity to examine at least two calendar proposals thirty (30) days prior to Board action regarding calendar adoption to indicate its preference. This preference must be communicated in writing to the Superintendent at least fifteen (15) days prior to the scheduled adoption of the calendar by the Board.
- 15.02 Teachers shall be on duty a maximum of 185 days per year, one of which will be scheduled at the end of the first semester as a non-student record-keeping day with no required in-service. Those staff members having extended service shall work additional days in accordance with applicable supplemental contract provisions.
- 15.03 Except for adult education and flexible/innovative programs, the regular on-duty teacher work day shall consist of seven (7) continuous hours. The Superintendent may schedule a bargaining unit member's regular on duty work day to begin no earlier than 7:45 a.m. and to end no later than 4:30 p.m.
- 15.04 The 185 work days and seven (7) work hours may be modified for flexible programming and adult education after the Superintendent or designee consults with the teacher and the Association President.
- 15.05 In addition to the teacher duty schedule pursuant to Article 15.02, each main campus teacher shall attend open house on the main campus and participate in school-provided staff development programs totaling four (4) hours per school year, which shall be scheduled outside regular school hours. The day before Thanksgiving shall be scheduled as a non-work day for teachers. Per diem amounts shall be based on 185 days, effective July 1, 2000.
- 15.06 In the event that make-up days are necessary due to school closings, the make-up days shall be scheduled to be as consistent with the make-up day

plans of associate school districts as possible. The Superintendent will consult with the President of the Association before scheduling make-up days.

- 15.07 Each Career Tech Program Instructor will be responsible for conducting two Program Advisory Committee Meetings each year. One meeting conducted in the fall and the other conducted in the spring. To promote adequate attendance, the instructor is free to schedule the meeting at his or her discretion. Each instructor is to develop an agenda for the meetings and minutes of the meetings are to be taken. Copies of the agenda and minutes are to be sent to the appropriate Supervisor to be filed in the Director's Office. Non-Career Tech teachers will not be a part of the advisory committee meetings but can give input during the common planning time.

To help with the scheduling of these meetings and attaining maximum attendance of the committee members, the Career-Tech instructors may use one-half day of professional leave to conduct each meeting. The instructor is to use the district's Professional Leave form and give enough lead time to secure an appropriate substitute teacher.

- 15.08 The Administration may schedule one Director's staff meeting per month, the length of which shall not exceed one hour per meeting. On the day of the Director's staff meeting, teachers shall report ten (10) minutes prior to the student start time. The remaining morning non-student contact time will be shifted to the afternoon. The Administration may schedule one Supervisor's meeting per month, which will be held during common planning time. A Director's meeting or a Supervisor's meeting can be cancelled if there are no agenda items. The Administration may call an emergency meeting(s) as necessary for discussion of the emergency issue only.

- 15.09 Any teacher who is requested by an administrator/designee to voluntarily substitute for another bargaining unit member during his/her preparation period shall be compensated at the rate of \$17.00 per period. The teacher shall be responsible for filing the appropriate form with the Treasurer. The teacher shall be paid by the end of June.

- 15.10 Any teacher who teaches two (2) laboratories daily will have the option of a four thousand eight hundred dollar (\$4800) stipend or shall receive a conference period. To opt for the conference period, the teacher must file written notice of that choice on or before May 15 for the next school year or the \$4800 stipend shall apply. In addition, a teacher with two labs daily will not have other duty assignments. The stipend will be paid in a separate check by June 30 after the lab/lab assignment school year. If the teacher does not finish the lab/lab year assignment or begins the assignment after the school year begins, the stipend will be prorated according to the time he/she taught this assignment.

## **Article 16 Mileage and License Renewal**

16.01 Any teacher who is required in the course of his/her employment to drive a personal automobile shall be reimbursed at a rate equal to the IRS Reimbursement Rate in effect as of July 1, immediately prior to the start of the school year. Mileage will be paid at that rate for the entire school year. Requests for reimbursement shall be submitted on forms prescribed by the Board and shall be approved by the Superintendent prior to payment. Payment will be made by the 30th of the month (or the last prior working day) provided the reimbursement request reaches the Treasurer by the 10th day of the month. End of February payments will be made on the last working day of the month.

16.02 Teachers shall be reimbursed up to the following limits, upon submission of receipts, for costs incurred during the term of this Agreement, but no more than once every five years.

For renewal of license = \$200

For criminal background check(s) in connection with license renewal = \$60

## **Article 17 Insurance**

17.01 In order to be eligible to enroll for the medical insurance coverage set forth below, each teacher shall, on or before September 1 of each year, sign a declaration that equal or greater coverage is not provided by another member of the teacher's family. Such declaration shall be submitted to the Treasurer on forms prescribed by the Board. Questions regarding the factor of equal or greater coverage shall be decided by the Board's insurance carrier. Failure to provide the required declaration shall result in termination of the teacher's hospital/surgical, and major medical, in accordance with the terms of the respective policies.

17.02 Effective June 30, 2011 through June 30, 2012, the Board shall pay 95% of the monthly premium for single medical insurance coverage. Effective July 1, 2012 through June 30, 2013, the Board shall pay 90% of the monthly premium for single medical insurance coverage. Effective July 1, 2013 through June 30, 2014, the Board shall pay 85% of the monthly premium for single medical insurance coverage. Effective June 30, 2011 through June 30, 2014, the Board shall pay 85% of the monthly premium for family medical insurance coverage for each eligible regular full time teacher who elects enrollment in the plan.

17.03 The Board shall provide Pickaway-Ross consortium plan 3C as follows, effective September 1, 2006 with an open enrollment period in August, 2006:

**ROSS COUNTY SCHOOL EMPLOYEES  
INSURANCE CONSORTIUM**

**Option 3  
SuperMed Plus**

<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit		
Pre-Existing Condition Waiting Period	None	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$150/\$300	\$300/\$600
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$300/\$500	\$800/\$1000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	\$15 copay, then 100%	70% after deductible
Urgent Care Facility Services <sup>2</sup>	\$15 copay, then 100%	70% after deductible
Voluntary Second Surgical Opinion	90% after deductible	70% after deductible
All Immunizations		70% after deductible
<b>Preventative Services</b>		
Office Visit/Routine Physical Exam (For ages nine and older) <sup>2</sup>	\$15 copay, then 100%	70% after deductible
Well Child Care Services including Exam and Immunizations (To age nine, unlimited) <sup>2</sup>	\$15 copy, then 100%	70% after deductible
Well child Care Laboratory Tests (To age nine)	100%	70% after deductible
Routine Mammogram (Limited to an \$85 Maximum per benefit period)	100%	70% after deductible
Routine Pap Test & Associated Office Visit	\$15 copay, then 100%	70% after deductible
Routine Lab, X-Ray, Medical Testing and Endoscopic Services	100%	70% after deductible
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical/Occupational – Facility and Professional (60 combined visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (30 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional	90% after deductible	70% after deductible
Emergency use of an Emergency Room <sup>3</sup>	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room <sup>3,4</sup>	\$75 copay, then 100%	\$75 copay, then 70%

<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible
<b>Additional Services</b>		
TMJ Services (\$1,000 Lifetime Maximum Benefit)	90% after deductible	70% after deductible
Contraceptive Devices and Implants	90% after deductible	70% after deductible
Diabetic Education & Training Services	90% after deductible	70% after deductible
Attention Deficit Disorder & Hyperkinetic Syndrome	90% after deductible	70% after deductible
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	90% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare (120 days per benefit period)	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
<b>Mental Health and Substance Abuse</b>		
Inpatient Mental Health and Substance Abuse Services (60 days per benefit period)	90% after deductible	70% after deductible
Outpatient Mental Health and Substance Abuse Services (50 visits per benefit period)	\$15 copay then 100%	70% after deductible <sup>5</sup>

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

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

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

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures. This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

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

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible.

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

<sup>3</sup>Copay waived if admitted.

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

<sup>5</sup>Not applied to Coinsurance Out-of-Pocket Maximum.

Ross County School Employees

Insurance Consortium  
Option C  
Prescription Drug Program

Benefits	Copay	Day Supply
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit		
<b>Retail Program with Oral Contraceptive Coverage &amp; Diabetic Supplies (Including all over the counter supplies, insulin, needles/syringes, meters/gluco watch)</b>		
Generic Copayment	\$10	31
Formulary Brand Copayment	\$15	31
Non Formulary Brand Copayment	\$20	31
<b>Mail Order Program with Oral Contraceptive Coverage &amp; Diabetic Supplies (Including all over the counter supplies, insulin, needles/syringes, meters/gluco watch)</b>		
Generic Copayment	\$20	90
Formulary Brand Copayment	\$30	90
Non Formulary Brand Copayment	\$40	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a preferred feature is included in your prescription drug benefit. A preferred drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Merck-Medco Managed Care, L.L.C. Preferred drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

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

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

The following medications will be excluded under the policy: Fertility medications, Growth Hormones, Contraceptive Devices & Implants and Dental Fluoride Applications.

- 17.04 For the duration of this Agreement, the Board shall pay the monthly premium for single or family comprehensive dental insurance coverage for each eligible regular full-time teacher who selects enrollment in the plan. The coverage shall be substantially equal to the 2005-06 PRM dental plan design.
- 17.05 An advisory committee shall be appointed to prepare specifications, to review bid quotations, and to advise the Board of preferences pertaining to Sections 17.02, 17.03, and 17.04. The committee shall consist of three (3) teachers appointed by the Association and three (3) administrators appointed by the Superintendent. The insurance advisory committee during the term of this Agreement shall perform the following functions: (1) review and study the vision insurance with an objective of improving that coverage; (2) review and study the prescription drug insurance for improvements; and (3) review and study data for cost containment and improvements in the health benefits plan. If new information becomes available regarding health insurance such as a statewide pool or other comparable option, the insurance advisory committee shall meet and review the new information and make a recommendation to the Board of Education regarding a change in insurance plans.
- 17.06 The Board shall pay the monthly premium for the term life insurance now in effect in the amount of Forty Thousand Dollars (\$40,000) for each regular full-time teacher. The teacher will have an option of purchasing additional term life insurance as allowed by the provider. Such payment of premiums shall be by payroll deduction with determination of additional coverage made by September 1st.
- An employee on leave or retiring may retain such coverage at his/her expense if the insurance carrier permits.
- 17.07 The Board retains the right to designate and change insurance carriers provided that: (1) any such change is discussed with the Association prior to its implementation; that the coverage is provided shall be substantially equal as determined by the Insurance Committee.
- 17.08 Where more than one member of a household is employed by the Board, only one family policy or two single policies will be provided. Provided, however, that each teacher shall receive life insurance coverage regardless of whether other family members are employed. Teachers affected by this provision shall notify the Treasurer as to which family member is to be enrolled.
- 17.09 The Board shall implement a Section 125 plan only for the purpose of tax sheltering employee premiums that can be sheltered. The Board, in the first year of this agreement, shall make a one-time contribution of seventy-five

dollars (\$75.00) toward each bargaining unit member's Section 125 Flexible Spending Account plan when the account is opened. The Board shall follow all applicable IRS requirements. Beginning with the 1997-98 school year, teachers may purchase, at their cost through payroll deduction, group vision insurance as part of the Section 125 Plan. The premiums paid by the employees will be tax-sheltered as allowed by law. The District shall establish a Section 125 (b) plan for the \$1,000 payments, as addressed in 17.10. Any administrative fee for the Section 125 (b) plan shall be deducted only from those employees who receive the \$1,000 lump sum payments.

- 17.10
- a. The Board of Education shall provide a lump-sum payment of \$1,000 annually to "eligible bargaining unit members." An "eligible bargaining unit member" is a member who was enrolled in the health insurance plan on March 31, of the current year, and who drops his or her enrollment in the plan by July 1, of the current year, and then remains off the District's health benefits plan for an entire fiscal year.
  - b. An eligible teacher who remains off the District's health benefits plan for an entire fiscal year shall be paid \$1,000 after conclusion of the fiscal year. An eligible bargaining unit member shall receive the \$1,000 lump sum payment each year of this contract if he or she satisfies the conditions of this paragraph. Payment shall be made in the first pay in July.
  - c. The Board agrees to pick up employees, as required by federal law, on the Board provided coverage within thirty (30) days of written request by the employee indicating loss of coverage elsewhere. Coverage under the district's plan shall be retroactive to the date of loss of prior coverage elsewhere provided that the employee makes the election of coverage under the school district's plan within thirty (30) days from the date of the event.

17.11 Insurance packets will be available to teachers upon request each school year. The Board shall give insurance packets to all newly employed teachers.

### **Article 18 Assignment and Reassignment**

18.01 The Superintendent shall assign and reassign teachers in accordance with Section 3319.01, Ohio Revised Code. Request for reassignment shall be made to the Superintendent through the appropriate Director. A teacher who wishes to discuss his/her assignment or reassignment may request a conference with the Superintendent and the appropriate Director. In situation where the program supervisor and the appropriate Director agree that the new assignment requires extended service, a recommendation by the appropriate Director will be made to the Superintendent for extended

service not to exceed thirty (30) days. Transfers to a different CTPD are addressed in Section 27.06 also.

18.02 As determined by the Superintendent and/or the Board of Education, "vacancy" shall be defined as a current assignment unfilled due to a resignation, death, retirement, transfer, or any other similar circumstance, or creation of a position. The Superintendent or designee will provide written notice as soon as vacancies are known. During the school year, vacancies will be posted on the Secondary Office Complex bulletin board and the Teacher's Lounge bulletin board at the main campus.

- a. Whenever a teacher is at risk of having his or her position eliminated, the posting for a vacancy, if any, shall include a statement of preference for the teacher who is at risk.
- b. The Association President will be notified in writing, of transfers, reassignments, position eliminations, and curriculum changes as soon as any communication containing decisions on the issues or similar issues are written.
- c. If the circumstances of paragraph (a) above exist, the Superintendent or designee shall consult with the Association President before the posting. The Board will release from his or her contract any teacher who is involuntarily transferred after July 10, so long as the teacher resigns before the school year starts.

### **Article 19 Personnel Record File**

- 19.01 There shall be one personnel file maintained in the Central Office. This file shall be locked at all times when not in use.
- 19.02 Personnel files are privileged, open to inspection by the individual concerned (teacher), members of the Board of Education, administrative personnel related to the area on a "need to know" basis, and authorized representative(s) of the employee.
- 19.03 Changes in an employee's status shall be made a part of his/her personnel record (change in residence, marriage status, and so forth).
- 19.04 A teacher shall be given a copy of any written document, which will be placed, in his or her official file. The document shall indicate that it is being placed in the teacher's file. The teacher shall acknowledge receipt of the document by affixing his or her signature to the file copy and indicating the date of receipt. Such acknowledgement does not denote agreement with any document.
- 19.05 No written material, the source of which is anonymous, may be placed in his or her official personnel file, nor shall they be made a matter of record.

19.06 A disciplinary document shall be removed from a teacher's personnel file after five (5) years if there has been no other written record of discipline of that teacher during those (5) five years. However, if the disciplinary document addressed an issue involving student safety, the document shall only be removed from the file if the Superintendent agrees to do so. If a teacher disputes the accuracy, timeliness, relevance or completeness of any item in his/her file, it shall be reviewed by the Superintendent or his designee and the teacher. If the Superintendent or his designee agrees with the teacher's complaint, the material shall be removed from the file or corrected. If the Superintendent or his designee disagrees with the teacher, he or she may file a written reply to the contested material which shall be included in the official file.

19.07 Personnel record files may include but not be restricted to some or all of the following:

- (a) Application for employment
- (b) Copy of latest contract and/or salary notice
- (c) Ohio teaching certificate, or a copy
- (d) Official transcript of college credits at employment -- If additional course work has been completed, the teacher should provide an updated transcript by the following October 1.
- (e) Incidents of work
- (f) T.B. test or X-ray results
- (g) Record of military service
- (h) Evaluation forms

19.08 When a member of the public reviews a teacher's personnel file or requests a copy of a document(s) from the personnel file, the administration shall send the teacher written notice within two (2) business days that a member of the public has reviewed or requested a copy of a document(s) from the personnel file and the person's identity, if known, and shall send the teacher a copy of the documents.

19.09 Documents in personnel files are public records to the extent, and only to the extent, provided by Ohio law.

### **Article 20 Evaluation**

20.01 The Association acknowledges that the employment, evaluation, supervision and direction of teachers is a management right reserved to the Board and its administration under Section 4117.08 (c) (4) of the Ohio Revised Code. Thus, the adoption of an evaluation procedure and the implementation of that procedure is the sole responsibility of the Board and administration. It is agreed by the parties that the substance of an evaluation, including the reasons or rationale in support of an evaluation, is not to be grievable under

the terms of this contract.

- 20.02 Notwithstanding Section 20.01 above, if the Board and administration determine to change the evaluation procedure currently in effect, an advisory committee shall be appointed. The committee shall consist of three teachers appointed by the Association and three administrators appointed by the Superintendent. The committee shall review the evaluation procedure and make recommendations for revision. The Board shall have the final authority to accept, reject, or modify the committee recommendations.

### **Article 21 Severance Pay**

- 21.01 A teacher may elect, at the time of acceptance for retirement by the State Teachers Retirement System (STRS), to receive severance pay if he/she has at least ten (10) years of full-time service with the state or any of its political subdivisions and his/her date of retirement is within ninety (90) days of his/her last day of service with the district.

If an employee eligible for a payment pursuant to this section does not apply to the authority within one hundred twenty (120) days after receipt of written notice of eligibility for payment or transfer of accumulated sick leave from the appointing authority, the payment shall be made to the employee.

- 21.02 Each teacher who qualifies shall receive payment for one-fourth (1/4) for his/her accrued but unused sick leave credit up to a maximum of one hundred eighty (180) days. Payment shall be based on the daily rate of pay at the time of retirement and shall not exceed forty-five (45) days of accrued but unused sick leave. Payment under this provision shall eliminate all sick leave credit up to and including one hundred eighty (180) days.
- 21.03 In addition, a qualified teacher who has accumulated more than one hundred eighty (180) days of unused sick leave shall receive payment for one tenth (1/10) of his/her accrued but unused sick leave up to a maximum of two hundred eighty-five (285) days. Payment shall not exceed ten and one-half (10.5) days and shall be made at the daily rate of pay at the time of retirement. Payment under this provision shall eliminate such additional sick leave credit.
- 21.04 Bargaining unit members who accumulate days of personal leave under Article 10.03(d) shall, in addition to the calculations of Article 21.02 and/or Article 21.03, be paid his/her personal leave days as accumulated under Article 10.03. Such payment shall be made at his/her time of retirement and added to the severance amount already calculated.
- 21.04.1 In the event of death of the bargaining unit member who is entitled to severance pay, such severance pay benefits will be made to the bargaining unit member's estate.

## **Article 22 Tuition Reimbursement**

- 22.01 As a means of encouraging teacher growth and the development of skills and knowledge related to the responsibilities of employment, the Board of Education shall reimburse certificated/licensed employees for additional schooling, subject to prior approval by the Superintendent of Schools, according to the following conditions:
- a. Reimbursement shall be for actual tuition costs and shall be limited to the highest level at an accredited state university for the term for which tuition reimbursement is requested. Reimbursement may also be for school fees and costs from an accredited state university.
  - b. The Board shall reimburse teachers for the cost of taking PRAXIS II (or similar requirement) after passage.
  - c. Reimbursement for any one individual shall be limited to a maximum of \$1,896 in 2011-2012. These amounts shall be increased for the 2012-2013 and 2013-2014 school years by the same percentage as the percentage increase in the base salary pursuant to article 25. In the event that reimbursement requests in a fiscal year do not total \$50,000, then at the end of the fiscal year, the amount remaining will be distributed equally among those bargaining unit members who requested reimbursement that fiscal year on a first come, first served basis, up to the allowable amount under IRS Tax Guidelines.
  - d. Reimbursement shall be made upon the successful completion of an appropriate course from a recognized college or university accredited by the State of Ohio and the presentation of a transcript of credit or an actual grade report (not a photocopy) and a fee receipt, or evidence of successful passage of PRAXIS II. Payment will be made by the 30<sup>th</sup> of the month (or the last prior working day) provided the reimbursement request reaches the Treasurer by the 10<sup>th</sup> day of the month. End of February payments will be made on the last working day of the month.
  - e. Under no circumstances shall the Board of Education reimburse both the cost of attending an in-service program and the tuition for credit hours earned. Costs, or partial costs, of attending in-service workshops are reimbursable as provided in the Board Policy Manual.

## **Article 23 Adult Education Tuition Reimbursement**

- 23.01 As a means of encouraging teacher growth and the development of skills and knowledge related to the responsibilities of employment, the Board of Education shall pay for the cost of the bargaining unit employees enrolling in

Pickaway-Ross JVSD adult education courses, subject to prior approval by the Superintendent of Schools, according to the following conditions:

- a. The cost of payments shall be limited to a total bargaining unit aggregate amount of \$3,000 per fiscal year, and approval shall be given on a first come first served basis.
- b. Enrollment requests shall be approved on a first come first served basis limited to the maximum enrollment sizes for each course.

### **Article 24 Supplemental Salaries**

#### 24.01 Youth Club/Chapter Advisor Expectations

To be eligible for supplemental pay for youth club/chapter advisors, the following criteria must be met:

- a. Membership
  - (1) Non Occupational Programs - FCCLA, FFA  
  
15 affiliated (state and national) members per chapter, one affiliated chapter per building
  - (2) Occupational Specific Programs - BPA, DECA, SkillsUSA, FFA, FCCLA 100% affiliated (state and national) members
- b. Participation

Chapters will participate in a minimum of nine activities per year in 3 of the 5 areas:

  - (1) local activities
  - (2) community service
  - (3) competition
  - (4) conferences (regional/district/CTPD)
  - (5) state/national activities.

An activity may only be classified in only one area.
- c. Assessment

An annual assessment will be completed designating activities completed and student participation level.
- d. Payment

Advisors will be paid in a separate check at the end of the school year.

e. Pay Schedule and Classifications

Youth Clubs will be classified as follows:

(1)	1 club per chapter	\$725
(2)	2-5 clubs per chapter	825
(3)	6 or more clubs per chapter	1,750
(4)	Other: Yearbook	825
	Student Executive Council	825
	Mock Trial	600

There shall be one teacher in each C/T Student Organization that will be designated as the liaison for communication between the supervisor and the other teacher advisors for the C/T SO.

24.02 Four hundred and fifty dollars (\$450.00) per week shall be paid for supervision of the summer camping program and other summer National Youth Conferences plus travel expenses.

24.03 Teachers for whom supplemental compensation is authorized shall be issued supplemental contracts in accordance with Section 3319.08, Ohio Revised Code. The Board has sole authority for establishing the positions for supplemental contracts and for determining supplemental positions which are to be filled or eliminated. Supplemental contracts shall automatically expire at the end of their terms and notice of non-renewal under Section 3319.11 of the Ohio Revised Code shall not be required.

### **Article 25 Salary Schedule**

25.01 For 2011-12, Appendix A shall be the salary schedule.  
For 2012-13, Appendix B shall be the salary schedule.  
For 2013-14, Appendix C shall be the salary schedule.

25.02 Extended time days that are mandated by the state for a program or required by the Superintendent shall be paid at the bargaining unit member's per diem rate for the school year of the extended service contract.

### **Article 26 STRS Pickup**

26.01 Consistent with the provisions of Internal Revenue Service Rulings 77-462, 81-35, and 81-36, effective July 1, 1985, the Board shall pick up each teacher's mandatory contributions to the State Teachers Retirement System of Ohio (STRS), provided that no teacher's total salary is increased by such pickup nor is the Board's total contribution to STRS increased thereby. The

dollar amount to be "picked up" by the Board:

- a. shall equal the then-current percentage amount of the teacher's mandatory STRS contribution;
- b. shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
- c. shall be included in computing final average salary;
- d. shall not be reported by the Board as subject to current federal and state income taxes;
- e. shall be reported by the Board as subject to city income taxes;
- f. shall not affect the calculation of a teacher's daily rate of pay for any purpose whatsoever, including making salary adjustment because of absence, calculating severance pay, or in reporting teacher-authorized credit information to financial institutions.

Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pickup" in combination with other tax deferred compensation plans.

If the foregoing "pickup" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void.

### **Article 27 Criminal Records Check**

- 27.01 The parties acknowledge that any person who is new to the District and is hired into a bargaining unit position is employed only conditionally until the Superintendent receives a satisfactory criminal records report. A person hired conditionally on this basis in the bargaining unit shall receive the negotiated salary, fringe benefits, and other terms of the Master Agreement except that the parties acknowledge that R.C.3319.39 requires the immediate release of a conditionally-hired employee if the criminal records check discloses a conviction or guilty plea to one of the criminal offenses specified in R.C.3319.39 and the employee has not met the standard of the State Department of Education for rehabilitation. If and when the Superintendent receives a criminal records report disclosing conviction or guilty plea to such a crime he shall hold a conference with the conditionally hired employee, at which the employee shall be represented by the Association. The Superintendent shall provide the employee with a copy of the adverse criminal records report and explain that release of the employee

is required by law. The employee or his representative shall have an opportunity to respond at that conference. The Superintendent shall then provide written notice releasing the conditionally-hired employee from employment with the Board of Education if required to do so by R.C.3319.39, with a copy to the Association President. The terms of the Master Agreement and of statutes pertaining to nonrenewal and/or termination of teachers shall not apply to the release of a conditionally-hired employee as required by R.C.3319.39.

- 27.02 The provisions of the Master Agreement concerning Association dues deduction shall be applied to a conditionally-hired employee as they would be applied to any regularly employed employee.

### **Article 28 Satellite Teachers**

28.01 Satellite Teacher

A Satellite Teacher shall be defined as any such teacher who is either specifically identified or who replaces a teacher who is specifically identified in a Satellite Agreement between another school district and Pickaway-Ross JVSD. This satellite teacher definition shall be expanded to include a teacher of any new vocational unit in which the teacher is housed in a facility provided by another school district.

28.02 Obligations, Rights and Benefits

Satellite teachers shall have all of the obligations, rights and benefits of any regular teaching employee of the Pickaway-Ross JVSD. All new satellite teachers of existing vocational units shall be placed on the same step of the Pickaway-Ross JVSD Salary Schedule as their placement on their prior school district's salary schedule. All such teachers shall be given a one-year limited contract, and they shall become eligible for limited or continuing contracts according to PRTA Master Agreement and district policy. Satellite teachers will work the yearly schedule of the satellite school district and the daily schedule of the satellite school district to which the satellite teacher is assigned.

28.03 Reduction in Force

The date of hire of all satellite teachers of existing vocational units from another school district shall be July 1st of the year of implementation of satellite unit(s) in lieu of 14.03 a and b of Master Agreement. In the event of a reduction in force, the following tie breakers shall be used for such teachers with the same date of hire:

- a. The number of years of teaching experience in the other school district

previously employed in immediately before PRJVSD, and then by:

- b. The date of the board meeting at which the teacher was hired in the previous school district, and then by:
- c. The total number of years of Ohio public and accredited private school teaching experience, and then by:
- d. The total number of years of public and accredited private school teaching experience in any state(s).

In exercising bumping rights under Article 14.05(a) of this agreement, a teacher being suspended shall have the choice of displacing the least senior teacher in another area of certification [if eligible per Article 14.05(a)] within the same VEPD or any other VEPD in which the Board has teacher(s) assigned to that area of certification.

Any teacher bumped per the paragraph immediately above shall have similar bumping rights within the same VEPD to which that teacher is assigned or any other VEPD.

Satellite teachers shall have recall rights per Section 14.06 of this Agreement.

28.04 Insurance

Any teacher employed by a another school district who is offered and accepts a position with the PRJVSD Board pursuant to a satellite agreement shall have no break in any insurance coverages that are available under the PRJVS Board's Master Agreement with the Association on the same terms provided to other PRJVS teachers, subject to the following statement:

If any dispute with any insurance provider arises which would delay the implementation of insurance benefits for any teacher or his/her dependents, the PRJVS Board shall arrange coverage through the school district until coverage can be implemented at the PRJVSD, with the Satellite teacher contributing to the monthly cost in the amount said teacher would contribute for the PRJVS insurance under the Association and Board Master Agreement.

28.05 Mileage

The PRJVSD Board shall pay mileage in accordance with Article 16.01 of the Agreement to all satellite teachers when they are required to travel to meetings/sessions scheduled at the PRJVS facility, or to other locations that may be required as part of their duties.

28.06 Transfer

No teacher will be involuntarily transferred to a position located outside the VEPD of that teacher's most recent assignment unless (a) the teacher consents; or (b) there are compelling educational reasons.

28.07 Strikes at Satellite Schools

If there is a strike by teachers or other employees at a school district where a satellite teacher is located, the PRJVSD teacher is expected to and shall follow his or her regular schedule and shall perform only his or her regular duties. No additional duties shall be assigned to the PRJVSD teacher by the administration of the school district where employees are on strike. At the request of the PRJVSD teacher, transportation in the vicinity of the location of assignment into the location shall be provided.

28.08 Master Agreement

All provisions of the Master Agreement between the Pickaway-Ross Board of Education and the Pickaway-Ross Teachers' Association shall apply to Satellite teachers unless addressed differently in this Article.

**Article 29 Local Professional Development Committee(s)**

29.01 In accordance with Senate Bill 230, there shall be a Local Professional Development Committee (LPDC) established in the Pickaway-Ross JVSD. The purpose of the committee shall be to oversee, review, and approve professional development plans for course work, continuing education units or other equivalent activities for the renewal of professional certificates or licenses of all certified employees of the district, and any other activity established by law for LPDC's.

In compliance with the Educator Standards Board, the district will utilize the LPDC committee to act as the Master Teacher Program committee to facilitate the application process, confirm candidate's eligibility, review applications and determine master teacher status.

The district will use a selection process already in place conforming to the terms set forth within the LPDC committee and recognizing the importance of Career-Technical and alternative licensure representation.

29.02 The district Local Professional Development Committee shall be comprised of seven members: Four teachers and three administrators. Terms shall be for three (3) years each, not to exceed two consecutive terms. Whenever an administrator's individual professional development plan, or certificate/license renewal is being discussed or voted, the LPDC upon request of an LPDC

administrative member, shall cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.

- 29.03 Pickaway-Ross Teachers Association shall select teacher members. The Superintendent shall appoint administrative members. If any LPDC member is unable to complete his or her term of office, the Superintendent shall appoint an administrator to fill any administrative vacancies and the Association shall select a teacher to fill any teacher vacancies for the remainder of the term.
- 29.04 The LPDC shall meet on a regular basis and shall adopt its own regulations for meetings. The committee will operate under the rules and regulations of Ohio Revised Code 3319.22, relevant adopted rules and regulations of the Ohio Department of Education, and guidelines set by the LPDC itself.
- 29.05 The LPDC will establish an appeals process.
- 29.06 The Board shall provide the funds needed for the LPDC to function in an effective manner. Compensation shall be provided to teacher members of the LPDC to complete the necessary functions in compliance with the law. Teacher members shall be paid \$100 per meeting, up to a maximum of \$1200 annually. The stipend will be in a one-time check. After successful completion of a year, the stipend check will be distributed with the teacher's payroll check on June 30 of each year of their term.
- 29.07 If any additional legislation is passed that conflicts with these provisions, the LPDC shall modify its operation to comply with Ohio Revised Code by joint approval of the Association and the Board.

### **Article 30 Resident Educator Program**

- 30.01 General Provisions
- a. There shall be a Resident Educator Program established in the Pickaway-Ross JVSD.
  - b. The purpose of the Resident Educator Program is to mentor the performance of beginning teachers to promote professional growth. Mentors will provide new teachers with support and assessment through a mentoring system of observation of teaching, peer coaching and conferencing.
  - c. In order to promote the highest levels of trust and assistance, strict rules of confidentiality shall be maintained through the concept of the data curtain between the teacher's mentor and the teacher's supervisor/principal. When the mentor exits from the program, that

action shall be deemed to be without prejudice.

30.02 Resident Educator Program Committee

- a. The program shall be developed and organized by a district committee of two administrators and three teachers. The superintendent shall appoint administrative members and the Association shall select teacher members. Terms shall be three years each, not to exceed two consecutive terms.
- b. The purpose of the committee shall be to design, oversee, and review a Resident Educator Program so the district may hire new teachers and administrators.
- c. The Resident Educator Program Committee shall adopt guidelines for its operation.
- d. Teacher members of the committee will be paid an annual stipend of \$500. The stipend will be in a one-time check. After successful completion of a year, the stipend check will be distributed with the teacher's payroll check on June 30 of each year of the term. If two or more teacher members fill any term, the pay will be prorated.

30.03 Selection and Assignment of Mentor Teachers

- a. The committee shall select mentor teachers from a pool of teachers who have completed a mentorship-training program. (i.e. Pathwise I)
- b. Participation as a mentor teacher shall be a voluntary commitment for a one-year period. The lead mentor may request that a mentor resign if the mentor and resident teacher relationship is not compatible.
- c. Mentors shall provide to the Resident Educator Program committee information regarding hours of observations, feedback sessions held, and other pertinent general summative information for the work of the mentor.
- d. Mentor teachers will be paid an annual stipend of \$800. The stipend will be in a one-time check. After successful completion of a year, the stipend check will be distributed with the teacher's payroll check on June 30.
- e.

30.04 Selection and Assignment of Lead Mentor

- a. A lead mentor will be selected by the Resident Educator Program committee to work with mentors and resident teachers to provide support and coordinate efficient operation of the program.

- b. The classroom of the lead mentor will become a demonstration site.
- c. The lead mentor shall be paid an annual stipend of \$100 times the number of mentor/resident teacher pairs and coaching pairs. The stipend will be in a one-time check. After successful completion of a year, the stipend check will be distributed with the teacher's payroll check on June 30.

30.05 Resident Teachers

- a. Resident teachers who must be admitted to the program are those new, with less than one year of teaching experience or those who have a provisional license from the Ohio Department of Education, or a Career/Technical teacher in the third year of the educational program as defined by the State.
  - (1.) Coaches shall be paid \$200 stipend for Career/Technology teachers in their first year if the current grant money is lost.
  - (2.) Tutors for Career/Technology teachers for PRAXIS II (or similar requirement) shall be paid an annual stipend of \$150 if the current grant money is lost.

30.06 Release Time

- a. Mentors shall have a minimum of seven and one-half days of release classroom time, if necessary, to work individually with entry year teachers in professional areas.
- b. Resident teachers shall have classroom release time for consultation with the mentor teacher, in-service programs, and other work deemed necessary. The minimum time is seven-and one-half days.
- c. If additional classroom release days are required for any step of the Resident Educator program, the Resident Educator Program committee shall approve such days.

**Article 31 Labor Management Committee**

31.01 The Pickaway-Ross Teachers Association, OEA/NEA and the Pickaway- Ross JVS District Board of Education agree to form a Labor Management Committee (LMC). The purpose of the committee shall be to discuss subjects of mutual concern including but not limited to the creation of new positions and changes which may affect bargaining unit work.

31.02 The Labor Management Committee shall be comprised of eight members: four

Association members and four administrative representatives.

- 31.03 The Pickaway-Ross Teachers Association shall select teacher members. Of the four Association members, one will be the Association President. The Superintendent shall appoint administrative members, who shall include the Superintendent.
- 31.04 The LMC shall meet at least every three months during the school year at mutually agreed times and places and shall adopt its own guidelines for meetings. Meeting dates will be set at the last meeting of the school year for the next school year and will be placed on the school calendar.
- 31.05 Each month the LM Committee meets the teachers participating in the committee will be released a total of two hours using the time before and after classes.

### **Article 32 Quality Teaching/Work Load**

#### 32.01 Student Assignment to Programs

- a. Number of students shall not exceed the number of student workstations.
- b. Work towards limit of 25 students in every class.

#### 32.02 Development of New Curriculum

- a. Teachers shall be given sufficient time to develop new curriculum and incorporate instructional strategies of a recognized model.
- b. Time to prepare new curriculum shall be through the following or combination thereof:
  - 1. Professional leave.
  - 2. Stipend on an hourly, per diem basis.
  - 3. Release time to be recommended by the curriculum specialist and approved by the appropriate director.

#### 32.03 Staff with Multiple Certifications

A teacher who has multiple certificates and has not taught a particular certification within the last five (5) years, and wants to teach in that certification, shall be given release time during the school year, upon approval of the Superintendent and the appropriate director, for training to update skills before beginning the new assignment.

### **Article 33 Disability Retirement Option**

- 33.01 An "eligible teacher" under this section is a bargaining unit member who has been recommended by STRS for disability retirement. Once the administration knows a teacher is an "eligible teacher," the Treasurer will calculate the amount of sick leave, if any, that will be available to the teacher and determine the date when the teacher's sick leave will expire, and the eligible teacher will provide the Treasurer with written information on the monthly benefit the teacher will receive for disability from STRS and the cost of the employee enrolling in STRS health plans. The period of time between the first day of the month after the administration learns of the teacher's eligibility and the last day of the month in which the teacher would have exhausted his or her sick leave is the "special benefits period".
- 33.02 By the first business day of the special benefits period, the eligible teacher may choose in writing filed with the Superintendent to take these special benefits with STRS along with immediate disability retirement, rather than exhaust his or her sick leave. If the teacher chooses to take these special benefits, the teacher's sick leave shall be deemed exhausted and the teacher shall receive the following special benefits throughout the entire special benefits period:
- a. A monthly partial salary calculated by taking the monthly salary the eligible teacher would have earned using sick leave minus the monthly STRS disability benefit amount; and
  - b. Monthly reimbursement for the eligible teacher's monthly premium cost to participate in a mid-range health benefits plan of STRS. An eligible employee will not be eligible for the District's health plan during the special benefits period.
- 33.03 An eligible teacher who chooses not to take these special benefits shall not be prejudiced by the choice.

### **Article 34 Contract Maintenance**

- 34.01 The Association and teachers covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support, or participate in any strike, slowdown, stay-in, working-to-rule, or other curtailment or restriction of the educational process or the Board's operations, including the honoring of any picket line or strike activity by other employees or by non-employees of the Board during the life of this Agreement.
- 34.02 This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices between the Board and the Association, and constitutes the entire agreement between the parties. Any

amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing.

34.03 The Board and the Association acknowledge that during negotiations resulting in this Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter, that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive, during the life of this Agreement, the right to negotiate further. Each party agrees that the other shall not be obligated to negotiate with respect to any subject or matter, irrespective of whether the matter or subject is specifically referred to or covered in this Agreement, even though the subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this Agreement.

34.04 The cost of reproducing this Agreement shall be shared equally by the Association and the Board. The contract shall be printed in booklet form, in a size and manner of print agreed upon by both parties.

34.05 This Agreement shall be in effect from 12:00 p.m. June 30, 2011, and shall remain in effect until Midnight, June 30, 2014.

In Witness Whereof, the Parties have caused this Agreement to be executed on this 30th day of June, 2011.

Pickaway-Ross Teachers Association

Pickaway-Ross County Joint Vocational School District Board of Education

By \_\_\_\_\_  
PRTA President

By \_\_\_\_\_  
PRJVSD Superintendent

By \_\_\_\_\_  
Team Member

By \_\_\_\_\_  
PRJVSD President

By \_\_\_\_\_  
Team Member

By \_\_\_\_\_  
PRJVSD Treasurer

By \_\_\_\_\_  
Team Member

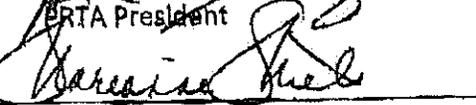
By \_\_\_\_\_  
Team Member

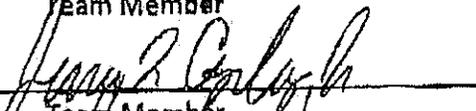
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Pickaway-Ross Teachers Association

By   
PRTA President

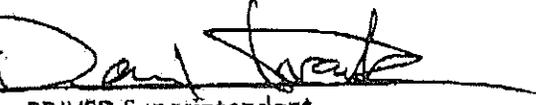
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Team Member

By   
Team Member

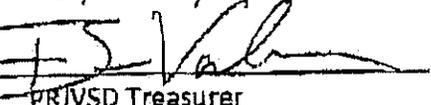
By   
Team Member

By   
Team Member

Pickaway-Ross County Joint Vocational  
School District Board of Education

By   
PRIVSD Superintendent

By   
PRIVSD President

By   
PRIVSD Treasurer

**SALARY SCHEDULE  
2011-2012**

YRS OF EXP	CLASS II BS DEGREE OR EQUIV		YRS OF EXP	CLASS III BS + 150 SEMESTER HRS		YRS OF EXP	CLASS IV MA DEGREE OR EQUIV		YRS OF EXP	CLASS V MA OR EQUIV + 15 SH APPROV	
	INDEX	DOLLAR		INDEX	DOLLAR		INDEX	DOLLAR		INDEX	DOLLAR
0	1.000	36,639	0	1.050	38,471	0	1.111	40,706	0	1.131	41,439
1	1.052	38,544	1	1.099	40,266	1	1.164	42,648	1	1.187	43,491
2	1.095	40,120	2	1.147	42,025	2	1.216	44,553	2	1.242	45,506
3	1.137	41,659	3	1.196	43,820	3	1.269	46,495	3	1.298	47,558
4	1.180	43,234	4	1.244	45,579	4	1.321	48,400	4	1.353	49,573
5	1.222	44,773	5	1.293	47,374	5	1.374	50,342	5	1.409	51,624
6	1.264	46,312	6	1.341	49,133	6	1.426	52,247	6	1.465	53,676
7	1.307	47,887	7	1.390	50,928	7	1.479	54,189	7	1.520	55,691
8	1.349	49,426	8	1.438	52,687	8	1.531	56,094	8	1.576	57,743
9	1.392	51,002	9	1.487	54,482	9	1.584	58,036	9	1.631	59,758
10	1.434	52,540	10	1.535	56,241	10	1.636	59,942	10	1.687	61,810
11	1.477	54,116	11	1.584	58,036	11	1.689	61,883	11	1.742	63,825
12	1.519	55,655	12	1.632	59,795	12	1.741	63,789	12	1.798	65,877
13	1.561	57,194	13	1.681	61,590	13	1.794	65,730	13	1.853	67,892
14	1.604	58,769	14	1.729	63,349	14	1.846	67,636	14	1.909	69,944
15	1.604	58,769	15	1.729	63,349	15	1.846	67,636	15	1.909	69,944
16	1.604	58,769	16	1.729	63,349	16	1.846	67,636	16	1.909	69,944
17	1.604	58,769	17	1.729	63,349	17	1.846	67,636	17	1.909	69,944
18	1.604	58,769	18	1.729	63,349	18	1.846	67,636	18	1.909	69,944
19	1.604	58,769	19	1.729	63,349	19	1.846	67,636	19	1.909	69,944
20	1.646	60,308	20	1.778	65,144	20	1.899	69,578	20	1.964	71,959

**SALARY SCHEDULE  
2012-2013**

YRS OF EXP	CLASS II BS DEGREE OR EQUIV		YRS OF EXP	CLASS III BS + 150 SEMESTER HRS		YRS OF EXP	CLASS IV MA DEGREE OR EQUIV		YRS OF EXP	CLASS V MA OR EQUIV + 15 SH APPROV	
	INDEX	DOLLAR		INDEX	DOLLAR		INDEX	DOLLAR		INDEX	DOLLAR
0	1.000	37,005	0	1.050	38,856	0	1.111	41,113	0	1.131	41,853
1	1.052	38,930	1	1.099	40,669	1	1.164	43,074	1	1.187	43,925
2	1.095	40,521	2	1.147	42,445	2	1.216	44,999	2	1.242	45,961
3	1.137	42,075	3	1.196	44,259	3	1.269	46,960	3	1.298	48,033
4	1.180	43,666	4	1.244	46,035	4	1.321	48,884	4	1.353	50,068
5	1.222	45,221	5	1.293	47,848	5	1.374	50,845	5	1.409	52,141
6	1.264	46,775	6	1.341	49,624	6	1.426	52,770	6	1.465	54,213
7	1.307	48,366	7	1.390	51,438	7	1.479	54,731	7	1.520	56,248
8	1.349	49,920	8	1.438	53,214	8	1.531	56,655	8	1.576	58,321
9	1.392	51,512	9	1.487	55,027	9	1.584	58,617	9	1.631	60,356
10	1.434	53,066	10	1.535	56,803	10	1.636	60,541	10	1.687	62,428
11	1.477	54,657	11	1.584	58,617	11	1.689	62,502	11	1.742	64,464
12	1.519	56,211	12	1.632	60,393	12	1.741	64,426	12	1.798	66,536
13	1.561	57,766	13	1.681	62,206	13	1.794	66,388	13	1.853	68,571
14	1.604	59,357	14	1.729	63,982	14	1.846	68,312	14	1.909	70,643
15	1.604	59,357	15	1.729	63,982	15	1.846	68,312	15	1.909	70,643
16	1.604	59,357	16	1.729	63,982	16	1.846	68,312	16	1.909	70,643
17	1.604	59,357	17	1.729	63,982	17	1.846	68,312	17	1.909	70,643
18	1.604	59,357	18	1.729	63,982	18	1.846	68,312	18	1.909	70,643
19	1.604	59,357	19	1.729	63,982	19	1.846	68,312	19	1.909	70,643
20	1.646	60,911	20	1.778	65,796	20	1.899	70,273	20	1.964	72,679

**SALARY SCHEDULE  
2013-2014**

YRS OF EXP	CLASS II BS DEGREE OR EQUIV		YRS OF EXP	CLASS III BS + 150 SEMESTER HRS		YRS OF EXP	CLASS IV MA DEGREE OR EQUIV		YRS OF EXP	CLASS V MA OR EQUIV + 15 SH APPROV	
	INDEX	DOLLAR		INDEX	DOLLAR		INDEX	DOLLAR		INDEX	DOLLAR
0	1.000	37,375	0	1.050	39,244	0	1.111	41,524	0	1.131	42,272
1	1.052	39,319	1	1.099	41,076	1	1.164	43,505	1	1.187	44,365
2	1.095	40,926	2	1.147	42,870	2	1.216	45,449	2	1.242	46,420
3	1.137	42,496	3	1.196	44,701	3	1.269	47,430	3	1.298	48,513
4	1.180	44,103	4	1.244	46,495	4	1.321	49,373	4	1.353	50,569
5	1.222	45,673	5	1.293	48,327	5	1.374	51,354	5	1.409	52,662
6	1.264	47,243	6	1.341	50,121	6	1.426	53,297	6	1.465	54,755
7	1.307	48,850	7	1.390	51,952	7	1.479	55,278	7	1.520	56,811
8	1.349	50,420	8	1.438	53,746	8	1.531	57,222	8	1.576	58,904
9	1.392	52,027	9	1.487	55,577	9	1.584	59,203	9	1.631	60,959
10	1.434	53,596	10	1.535	57,371	10	1.636	61,146	10	1.687	63,052
11	1.477	55,204	11	1.584	59,203	11	1.689	63,127	11	1.742	65,108
12	1.519	56,773	12	1.632	60,997	12	1.741	65,071	12	1.798	67,201
13	1.561	58,343	13	1.681	62,828	13	1.794	67,052	13	1.853	69,257
14	1.604	59,950	14	1.729	64,622	14	1.846	68,995	14	1.909	71,350
15	1.604	59,950	15	1.729	64,622	15	1.846	68,995	15	1.909	71,350
16	1.604	59,950	16	1.729	64,622	16	1.846	68,995	16	1.909	71,350
17	1.604	59,950	17	1.729	64,622	17	1.846	68,995	17	1.909	71,350
18	1.604	59,950	18	1.729	64,622	18	1.846	68,995	18	1.909	71,350
19	1.604	59,950	19	1.729	64,622	19	1.846	68,995	19	1.909	71,350
20	1.646	61,520	20	1.778	66,454	20	1.899	70,976	20	1.964	73,405

APPENDIX  
RC 5705.41, 5705.412, and 5705.44 CERTIFICATES

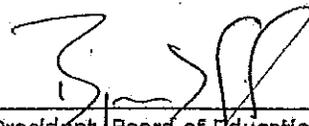
**CERTIFICATE TO BE ATTACHED TO CONTRACTS**

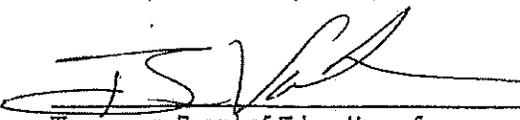
The undersigned, Treasurer of the Board of Education of the **Pickaway-Ross County Joint Vocational School District**, Ohio, certifies that the money required to meet the obligations of the Board during fiscal year (July 1 to June 30), under the attached qualifying contract, have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

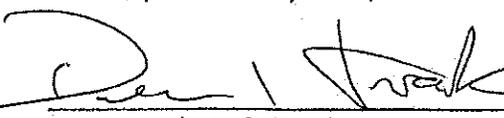
The undersigned, Treasurer and President of the Board of Education of the **Pickaway-Ross County Joint Vocational School District**, Ohio, and the Superintendent of the **Pickaway-Ross County Joint Vocational School District**, Ohio, hereby certify that the District has in effect, for the term of the contract, the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years, equal to the number of days instruction was held or is scheduled for the current fiscal year.

This certificate is given in compliance with Sections 5705.41, 5705.412, and 5705.44 of the Revised Code.

4/23/11  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
President, Board of Education of  
Pickaway-Ross County JVSD, Ohio

  
\_\_\_\_\_  
Treasurer, Board of Education of  
Pickaway-Ross County JVSD, Ohio

  
\_\_\_\_\_  
Superintendent of Schools  
Pickaway-Ross County JVSD, Ohio