

**AGREEMENT**

**Between the**

**PIQUA CITY SCHOOL DISTRICT**

**and the**

**PIQUA EDUCATION ASSOCIATION**

**August 1, 2020 — July 31, 2023**

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## AGREEMENT

The Piqua City School District Board of Education, also hereafter called "Board" and the Piqua Education Association, an affiliate with the Ohio Education Association and National Education Association, also hereafter called the "Association" have reached agreement on various matters and wish to put their agreement in writing.

In consideration of their mutual promises the parties agree to the following:

### ARTICLE I COLLECTIVE BARGAINING PROVISIONS

#### Section A. Exclusive Representative; Challenge

1. The parties hereby acknowledge that the Association is presently the exclusive representative under ORC Chapter 4117 for the bargaining unit hereinafter defined.
2. The status of the Association as exclusive representative for the bargaining unit may be challenged by another employee organization in accordance with the procedures set forth in ORC Chapter 4117.

#### Section B. Bargaining Unit

1. The Bargaining unit shall consist of certified staff employed under the following job classifications: Classroom Teacher, School Nurses, Guidance, Title I, and Speech and Hearing Therapists. The use of the title "staff member" in this agreement shall be interpreted so as to refer only to bargaining unit members.
2. The following certified positions shall be excluded from the bargaining unit: Superintendent, Assistant Superintendent, Administrative Assistants, Directors, Principals, Assistant Principals, School Psychologists, Substitutes, Tutors, Home Instructors, and holders of other positions whose duties are deemed supervisory under the provisions of Ohio Revised Code Section 4117.01.

#### Section C. Scope of Negotiations

The scope of negotiations shall be all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.

#### Section D. Initiation of Negotiations

1. If either party wishes to negotiate items which are subjects of bargaining as defined by Section C above, it shall notify the other party, no later than January 10 of the calendar year in which this Agreement is set to expire. The Association shall direct such notice to the Superintendent, and the Board shall direct any such notice to the President of the Association. Such notice shall be accompanied by a list of the members of the negotiations team.
2. Within ten (10) days after receipt of such notice or any other mutually agreed upon time, an initial meeting will be held at which time both parties will submit fully written proposals for modifications to the negotiated agreement. No additional proposals may be submitted after the initial exchange, absent a mutual agreement to add such proposal to the agenda for negotiations.
3. The chief negotiators for the parties shall arrange a place, date and time for the commencement of negotiations, and shall determine which type of bargaining procedure, either Traditional or Interest-Based Bargaining will be used. This shall be done no earlier than January 20 of the calendar year in which this Agreement is to expire and no later than the first working day in February of such year.

#### Section E. Bargaining Procedure

Depending upon which type of bargaining the negotiations teams choose, the following rules and procedures shall govern the bargaining process:

## 1. Traditional Bargaining

### a. Bargaining Teams

The Board and the Association may each appoint no more than five (5) persons to serve on the negotiations team to sit at the table. No more than one (1) additional member who is not a board employee such as an official representative of the membership or legal counsel. The parties may also appoint one (1) permanent observer, who shall not sit at the table except as permitted below. Each party shall continue throughout the negotiations period with the same number of members. In the event a team member cannot fulfill his/her responsibility the permanent observer shall sit at the table as a member.

Both parties may mutually agree to invite additional persons of interest to help facilitate the negotiations process.

### b. Bargaining Definitions

- (1) **Caucus** — either bargaining team may call for a caucus during a bargaining session. A caucus shall be for a period not to exceed thirty (30) minutes unless mutually agreed upon.
- (2) **Recess** — a recess in the bargaining session may be called for by either team when it is determined that further progress cannot be made at the present session. A recess shall not commence until the time, place, and date have been established for the next session, which shall not be longer than seven (7) calendar days from the present session, unless an extension beyond the seven (7) calendar days is mutually agreed upon. No session shall exceed two (2) hours unless extended by mutual agreement.
- (3) **Ad Hoc Committee** — ad hoc committees may be created by the bargaining teams to study a given area and make a report at a specified time as directed by the teams.
- (4) **Exchange of Information** — The Board and the Association agree to provide, upon written request by the Association president or chief negotiator to the Superintendent or by a written request by the Superintendent to the Association president, routinely prepared materials which may be pertinent to subjects which might be discussed during negotiations.
- (5) **Progress Reports** — each bargaining team shall be responsible to make periodic progress reports to the respective party they represent during the bargaining period. The parties to this agreement further agree that while negotiations are in progress, any release prepared for the news media shall be jointly issued. Once impasse has been declared by either party, such limitation shall be waived; however, press releases should be provided to the other party, as a courtesy, at the time of release.
- (6) **"Good Faith" Bargaining** — good faith requires that the Association and the Board be willing to consider each other's negotiable proposals with an intent to reach agreement.
- (7) **Bargaining** — all bargaining shall be done in executive session.
- (8) **Consultants** — either bargaining team may utilize the assistance of consultants at any session to assist in the process. Consultants are persons with expertise in a specific field (dental, optical, etc.) who could offer information to both parties that would be helpful in the negotiations process. Cost of such consultants shall be borne by the team utilizing such consultants. The consultants shall not have the privilege of communicating or participating in negotiations while the teams are at the table except as otherwise provided.
- (9) **Length of the Bargaining Period** — the bargaining period shall be forty-five (45) calendar days from the first bargaining session. The length of the bargaining period may be extended by twenty (20) calendar days at the request of either party or extended to any length by mutual agreement of both parties.
- (10) **Tentative Agreement** — negotiation items shall be reduced to writing and initialed by representatives of each party at the time a tentative agreement is reached on such item.

## 2. Interest-Based Bargaining

At its most fundamental level Interest Based Bargaining (IBB) can be defined as an alternative style of negotiation that trained negotiators use to achieve positive results for both parties. It is a style that uses principles, assumptions, steps, and techniques that are distinctly different from traditional adversarial bargaining.



a. Bargaining Teams

The Board and the Association may each appoint no more than five (5) persons to serve on the negotiations teams with all members being employees of the Board. It will be required that all team members be trained in the use of IBB.

b. Ground Rules

Prior to bargaining, the parties need to reach agreement on:

- (1) Ground rules under which the bargaining will be conducted.
- (2) Ground rules providing for a smooth transition to traditional bargaining without litigation in the event that the IBB process breaks down.
- (3) Exchange of issues to be bargained including grouping and sequencing.

**Section F. Agreement**

1. Preparing Issues for Presentation to the Bargaining Unit and Board for Approval—when agreement has been obtained on all issues submitted to the bargaining process, or issues have otherwise been resolved, the agreements shall be reduced to writing, be signed by members of the bargaining teams and presented to the bargaining unit within fifteen (15) calendar days of the final bargaining session for its approval. The Agreement will also be forwarded to the Board.

The Agreement as to each issue shall include the following provisions in writing:

- a. Provision of the agreement
- b. Date that said provisions are to be implemented

Once the agreement has been approved by the bargaining unit it shall be submitted to the Board for consideration at its next regular or special meeting, but no later than ten (10) calendar days after its approval by the Association. When approved by both parties, the Agreement shall be signed by the President of the Association and the Board, as well as any other individuals as may be designated by the parties on the signature page. Once executed, the agreement shall be entered into the official minutes of the Board.

2. Agreements reached hereunder shall be binding for not less than one (1) year from the date of implementation. The bargaining unit and its members shall not withhold services from the Board at any time during an unexpired negotiated Agreement.

**Section G. Impasse**

Once impasse has been declared the parties will jointly request the assistance of the Federal Mediation and Conciliation Service to assist the parties in the resolution of the impasse in negotiations. Mediation shall begin as soon as the mediator can be available and shall continue until the expiration of this Agreement, and if the parties mutually agree, may continue thereafter. The cost of mediation, if any, shall be shared by the Board and the Association.

**ARTICLE II**  
**GRIEVANCE PROCEDURE**

**Section A. Philosophy**

The purpose of a grievance procedure is to secure, at the first possible administrative level, equitable solutions to grievances.

**Section B. Grievance Defined**

A grievance is a complaint by a staff member or group of staff members (as defined in Section E [11] below), involving the alleged violation, misinterpretation or misapplication of the written provisions of this Agreement.

The Association may file a grievance as a representative of a group of staff members provided that the individuals who have allegedly been adversely affected are identified by the Association (e.g. name, the teachers at \_\_\_\_ school, the speech and hearing specialists). The Association may not file an anonymous grievance.

**Section C. Procedure**

**Step 1.**

A staff member employed by the Board with an alleged grievance shall first complete Step 1 Section A of the Grievance Report Form (Exhibit I) for the initial meeting and discuss it with his/her Principal/Supervisor. The two of them shall attempt to resolve it. The staff member may ask any district employee to attend this meeting. This initial meeting must be requested within fifteen (15) working days from the date the staff member was allegedly aggrieved or the grievance shall be considered waived. Step 1 Section B of the Grievance Report form shall be completed by the Principal/Supervisor within three (3) working days of the initial meeting.

**Step 2.**

If the grievance is not resolved to the grievant's satisfaction through Step 1, and if the grievant wishes to pursue the grievance, the completed Grievance Report Form shall be submitted personally to the grievant's immediate Principal/Supervisor or the Principal/Supervisor's secretary within five (5) working days after the completion of Step 1. If the immediate Principal/Supervisor is absent from the district, the timeline will be suspended until his/her return or the appointment of an interim replacement. Within three (3) working days after receipt of the Grievance Report Form the Principal/Supervisor shall convene a hearing and meet with the grievant. At the grievant's option the grievant may be accompanied by an Association representative. The Principal/Supervisor shall write a disposition of the grievance within three (3) working days after such meeting by completing the Grievance Report Form and returning the original copy to the grievant. A copy of such shall also be sent to the Association Representative.

**Step 3.**

In the event that the grievant is not satisfied with the disposition of the grievance in Step 2, the grievant may file the Grievance Report Form with the Superintendent personally or the Superintendent's secretary.

The filing of such grievance shall take place within five (5) working days after the conclusion of Step 2. Days that the Superintendent/Designee is absent from the district shall not be counted towards the number set forth above.

The Superintendent/Designee will within five (5) working days conduct a hearing concerning the grievance. Participants at the hearing may include the Superintendent/Designee, the Principal/Supervisor, the grievant, the Association representative, the Association President, and any other staff members who is able to provide pertinent information to resolve the grievance. Within seven (7) working days from the close of the hearing, the Superintendent/Designee shall issue a written decision to the grievant with a copy to the Association Representative and Association President.

**Step 4.**

If the grievant is not satisfied with the disposition of the grievance at Step 3, the association and grievant must by mutual agreement request a hearing before an arbitrator. The request for arbitration shall be made within ten (10) working days following receipt of the disposition of the grievance in Step 3. The request for arbitration shall be made in writing to the Superintendent and personally filed with the Superintendent or Superintendent's secretary. Within ten (10) working days following receipt of the request for arbitration by the Superintendent, the Board or its designated representative and the Association shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of arbitrators. Arbitrators will be selected in accordance with the voluntary rules of AAA.

Once the arbitrator has been selected, he/she will proceed with the arbitration on the grievance in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time 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 shall be binding on the Board, the Association, and the grievant. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expected herein, nor shall he/she make any decision contrary to law. In no instance shall the arbitrator presume to allocate or appropriate the resources of the School District. The arbitrator shall be without power or authority to make any decision limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law except to the extent that such powers, duties and responsibilities are modified by the express provisions of this Agreement, or concerning the modification of salary schedules or the content performance valuations. In the event that a case is submitted to an arbitrator on which he/she has no power to rule it shall be referred back to the parties without decision or recommendation on its merit. The costs of the arbitrator shall be borne by the entity who loses the arbitration case.

#### **Section D. Definitions**

1. **Immediate Supervisor** — the first administrator who has the authority to resolve a grievance.
2. **Working Days** — days in which the grievant and/or the appropriate administrator are working under terms of their contract or by an agreement of the parties. The limitations noted in the procedure may be extended by written mutual agreement of the grievant and the administrator involved at that particular level.
3. **Group Grievance** — a grievance in which more than one (1) staff member is directly.

#### **Section E. Conditions**

1. The failure of the administrator or Board at any step of this procedure to communicate its decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. The staff member's failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at the last step completed unless the grievant withdraws the grievance within such time limits.
2. It will be the practice of all parties to process grievances after the regular workday has ended or at other times which do not interfere with assigned duties.
3. A grievance may be withdrawn at any level without prejudice or record.
4. Copies of all documents, communication, or records dealing with a grievance shall be furnished, upon request, to the grievant and the administrator involved with the grievance.
5. All documents, communications, or records dealing with a grievance shall be held separately from the personnel files of the grievant. The records shall be kept by the Treasurer of the Board.
6. In the event a grievance is filed after May 15 of any year, the Board and Administration shall use their best efforts to process the grievance prior to the end of the school year or as soon thereafter as possible.
7. This grievance procedure shall be the exclusive procedure for the resolution of disputes regarding interpretation of this collective bargaining agreement.
8. Nothing in the grievance procedure prohibits the grievant from discussing the matter informally with members of the administration through channels of communication.
9. After Step 2 of the procedure, the appropriate administrator has the right to invite persons of his/her choosing to any and all meetings or hearing involved in the grievance procedure.
10. The lodging of any grievance shall be the right of the staff member or staff members directly involved in the grievance and the Association shall not have the right to lodge a grievance without the consent of such staff member or staff members.

11. An identical grievance by two (2) or more staff members shall be considered as a single group grievance. A decision on such grievances applies to all staff members in the group and each shall be given a copy of the decision. A staff member may withdraw from a group grievance, in writing, any time before a decision is rendered; however, the staff member then waives any right to initiate the same or a substantially similar grievance. Any staff member directly involved in a group grievance may attend any meetings or hearings conducted for the resolution of the grievance; provided, however, that in no case shall more than five (5) of such staff members be in attendance at any one time at any meeting or hearing held pursuant to Steps 1 through 3 above.
12. Any staff member or group of staff members shall have the right at any time to present grievances to the employer without the intervention of the Association, provided that any adjustment or grievances as presented shall not be inconsistent with the terms of this Agreement and provided further that the Association shall have the right to be present at any and all grievance meetings or hearings other than the Step 1 meeting as provided.
13. Grievance forms may be obtained from building administrators and/or Association Representatives.

**ARTICLE III**  
**COMPENSATION**

**Section A. Salary**

1. The annual salary for each staff member will be in accordance with the salary scheduled attached as Schedule A and Schedule B and incorporated in this Agreement as though here written. The salary shall be paid in twenty-five (25) semi-monthly payments for the 2020-2021 school year and twenty-four (24) for the 2021-2022 school year and beyond. Salary payments are based upon the staff member's working for 1410 hours for the 2020-2021 school year and beyond. There will be a salary reopener for the 2021-2022 and 2022-2023 school years starting in February 2021.
2. Supplemental duty salary for staff members will be in accordance with Schedules C and D attached to and incorporated in this agreement as though here written. The payment of said salary will be made according to Schedule F attached.
3. Salary – Summer School Teacher
  - a. Salaries for summer school teachers will be based on an hourly rate of .0008 of the BS Column, 0 Experience Step of the Salary Schedule.
  - b. Teachers of summer school will be reimbursed for six (6) hours of pre-school planning plus thirty (30) minutes planning time per four (4) hours of instruction time. The rate of reimbursement will be as defined in Section A, 3a.
4. Emergency Period Substitute/Internal Substituting
  - a. The administration shall make every reasonable effort to provide substitutes when staff members are unable to be present for their scheduled classes. In extreme circumstances a staff member may be required to monitor a class in the absence of another staff member.
  - b. In the event that a staff member is absent and the administration, making every reasonable effort, has been unable to secure a substitute, at the principal's discretion, a staff member may be asked to cover another staff member's classroom when available. Compensation for these additional responsibilities will be at a rate of .0008 of the BS Column, 0 Experience Step of the Salary Schedule, divided by six (6) for an hourly rate or divided by eight (8) for a rate per class period.
  - c. Staff members performing internal substituting will be required to complete an Internal Substitute Pay Voucher (Exhibit VII) to be submitted with the Principal's semi-monthly Payroll Adjustment Report. Payment shall be made as an addition to the staff member's regular paycheck for that pay period. In order to qualify for internal substitute pay, the staff member's absence must be reportable on the electronic leave request.
  - d. Maximum compensation per day for internal substituting will be one (1) period for staff members teaching in the secondary buildings and forty-five (45) minutes for staff members teaching in the elementary buildings. If a principal should find it necessary to parcel out students to one or more classrooms while attempting to secure a substitute teacher, staff members who have been allocated three (3) or more students from the school start time until lunch and/or from lunch until the school end time shall be compensated for forty-five (45) minutes up to two (2) times per day.
  - e. If the teacher elects to combine their class with another full class for the entire day the teacher will be paid at the daily sub rate.
5. It is the responsibility of the staff member to maintain a valid certificate/license. Failure to do so will require the Treasurer to withhold pay in accordance with provisions of the Ohio Revised Code.
6. Reading specialists, intervention specialists, and classroom teachers who provide direct reading instruction to students who are found to be "not on track" based on district approved screening measure benchmarking scores, will receive one hour compensation per student at the hourly rate in the contract if:
  - a. The student is determined to be "on track" the following fall based on the district approved screening measure benchmarking scores.
  - b. The student receives a proficient or higher score on the third grade state assessment.

The payment will be made on the 20<sup>th</sup> of the month after the results are known to the district.

7. All certified special education teachers will be compensated one extended day for work prior to the start of the school year. Payment will be made on the September 20<sup>th</sup> payroll. This day will be divided into ½ Professional Development provided by the district and ½ Teacher Directed. It is expected that the child's IEP is accessible to each regular education teacher, special education teacher, related services provider, and any other service provider who is responsible for its implementation. Additionally, each teacher and provider should be informed of the specific responsibilities related to implementing the child's IEP and the specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP.

### **Section B. Professional Growth Reimbursement**

A staff member who earns credit from an accredited university or college (or attends a workshop or seminar for which a CEU is granted, but not credit) during the twelve (12) month period from September 15 to September 15 will be eligible to receive one-hundred and fifty dollars (\$150) per semester hour up to a maximum of twelve (12) semester hours. The following guidelines must be followed for reimbursement:

1. An official transcript or certificate of the credit (or such other evidence as will satisfy the Treasurer that the hours or CEU's have been earned) and proof of payment must be filed and attached to the Application for Reimbursement Form, included as Exhibit V with the Treasurer by September 15, coursework completed between January 16<sup>th</sup> and September 15<sup>th</sup> for full reimbursement on the first pay following the September Board meeting or filed by January 15 coursework completed between September 16<sup>th</sup> and January 15<sup>th</sup> for full reimbursement on the first pay following the January Board meeting.
2. The staff member must have been in the employ of the Board prior to the earning of the credit and must also be an employee of the Board at the time of payment. Staff members who remain on the recall list shall be eligible for reimbursement.
3. The professional improvement and the advancement of the staff member shall be the object of the credit earned. Written approval must be obtained from the Assistant Superintendent if courses are not in education or directly related to the teaching field.
4. CEU reimbursement is applicable only if earned outside the school contract day.
5. Payment of tuition reimbursement will be made as prescribed in the Internal Revenue Service Code Section 127. This section provides that gross income of an employee does not include expenses, up to \$5,250 per year, paid or incurred by the employer for educational assistance to the employee if the educational assistance is furnished pursuant to an education assistance program meeting the requirements of Code Section 127 (b).

Should IRS Code 127 expire and not be renewed, payment of tuition reimbursement will be made under Code Sections 132 and 162. These Code Sections require that an employee be reimbursed for courses which are job-related, as defined by the Internal Revenue Service. Reimbursement for courses which do not qualify as job-related may not be excluded from gross income. If implementation of this plan is required, specific details and information will be made available to staff members.

### **Section C. Longevity**

Upon employment, staff members will be granted his/her previous experience, up to a minimum of ten (10) years of experience on the salary schedule.

Military Service: Piqua City Schools will honor ORC 3317.13 Part D.

1. Supplemental Schedule Placement:
  - a. The creation of new positions as well as whether or not existing positions will be filled is the sole responsibility of the Board.
  - b. If a new position is created by the Board during the term of this contract, the salary for such position will be negotiated with the Association prior to filling the position.
  - c. All supplemental or extended day contracts will be automatically non-renewed on an annual basis. The holders of such contracts will be notified of the non-renewal prior to following Board action.

- d. Coaches and Advisors who are hired for a supplemental coaching position by the Board shall have their experience credited to their placement on the school supplemental salary schedule in the following manner:
  - i. A coach will receive equal years of experience credit for positions held previously *in the same sport* at the same level or higher in the same activity.
  - ii. A coach/advisor who has experience at a lower level *in the same sport* as the position they are hired at in the same activity shall receive one-half (1/2) credit for each year of experience they have in the activity they are hired for.
  - iii. A coach who has coaching experience in another activity, but not in the activity for which they are hired, will be placed at the entry level on the supplemental salary schedule.

#### **Section D. Payroll Deductions**

1. Deductions shall be provided without cost for staff members for the following purposes:
  - a. Credit Union – provided that the deduction under the provision shall be subject to the rules and regulations of the credit union selected including the requirements for enrollment of the staff member.
  - b. United Fund and other charitable contributions designated by the staff member.
  - c. Association dues as authorized by the staff member.
  - d. Political contributions as authorized by the staff member.
  - e. Insurance payment as negotiated.
  - f. Tax sheltered annuities chosen by the staff member from the Board approved list.
  - g. Savings bonds.
  - h. YMCA and/or YWCA dues.
  - i. PEA Scholarship Fund.
  - j. Ohio Tuition Trust Authority
2. Whenever possible, authorized deductions shall begin the first paycheck each year and shall be of equal amount as to each paycheck.
3. Continuing Membership – the Association may use an authorization for continuing membership for dues and assessments. Such authorization shall continue in effect until such time that the member gives written notice to the Treasurer of the Board and the Association to discontinue deductions, or employment with the Board terminates.

#### **Section E. Severance Pay**

1.
  - a. Staff members will at the time of their separation from service with the Board be paid in cash for part of their accrued but unused sick leave credit. This amount shall be twenty-five percent (25%) of the total accrued days, not to exceed sixty (60) days.
  - b. In a contract year when a staff member does not use sick leave, such staff member will earn an additional one (1) day of severance payment upon retirement. This amount is in addition to the provisions outlined in Section E, 1.
  - c. By November 1 of each year, staff members will receive a report indicating the number of days that will be added to their retirement severance pay for years of no use of sick leave.
2. The staff member must make application to the Board for such severance payment with the Board Treasurer according to procedures within sixty (60) days after the staff member's effective date of retirement. Disability retirement is not covered under the provisions of this section.

3. After the staff member's retirement is verified to the Office of the Board Treasurer by the retirement system, such payment shall be made on a regular pay date in January, unless otherwise arranged with the Treasurer. Such payment shall be made only once to a staff member.
4. Such payment shall be based upon the staff member's daily rate of base pay at the time of retirement exclusive of overtime or any supplementary pay.
5. Payment for sick leave under this policy shall be considered to eliminate all sick leave credit accrued by the staff member.
6. Such payment shall be made only to staff members with at least ten (10) years of service as an employee of the Board.
  - a. Only those staff members whose effective date of retirement with the State Teachers Retirement System or the School Employees Retirement System is no later than ninety (90) calendar days after their final day of paid service with the Piqua City Schools shall be eligible to be paid for such severance pay.
  - b. If a staff member eligible for severance pay dies, severance pay will be made to the staff member's estate as though the staff member had left employment in accordance with the provisions of Paragraph 5. The personal representative of the staff member shall apply for the severance pay hereunder.
7. Definitions:
  - a. Retirement is defined to be the complete processing of separation from the Board through submission of a retirement resignation and Board acceptance of such resignation and the verification of complete processing through the appropriate state retirement system.
  - b. A year of service for a staff member is defined as one hundred twenty (120) or more days of teaching during a given school year on contract as a regular employee. Substituting and tutoring are not applicable in this context.

#### **Section F. Contribution to Retirement System**

The Board shall contribute to the State Teachers Retirement System, in addition to the Board's required employer contribution, an amount equal to each staff member's contribution to the State Teachers Retirement System in lieu of payment to such staff member. Such amount contributed by the Board on behalf of the staff member shall be treated as a mandatory salary reduction from the contract salary payable to such staff member.

#### **Section G. Workers' Compensation**

1. Any staff member is entitled to Workers' Compensation due to a Piqua City Schools service-connected occupational illness or injury in accordance with the rules and regulations of the State of Ohio Bureau of Workers' Compensation. Such member should notify the Treasurer's office within twenty-four (24) hours or as soon as practical. Proper application to the Bureau of Workers' Compensation will be made via specified forms completed by the injured staff member through the Treasurer's office.
2. Staff members have the following options:
  - a. Elect to use accumulated sick leave credits first and to go under Workers' Compensation when sick leave credits are expired.
  - b. Elect to take Bureau of Workers' Compensation payments in lieu of using accumulated sick leave.
3. In the event of a disagreement, misinterpretation, or misapplication of this provision, or in the event of changes in the Workers' Compensation laws, the parties agree that the rules and regulations of the Workers' Compensation shall prevail.

#### **Section H. Electronic Payroll**

Each staff member shall receive his/her wages through the Direct Deposit Program, providing for payment of such wages to the financial institution of his/her choice. Said option shall be exercised by completing such forms as the Treasurer may require. The effective exercise of said option, which may apply to a checking account, a savings account, or a combination thereof, is contingent upon the consent of the staff member's financial institution.



### **Section I. Fees for Physicals for Van Certification and BCI Check for Coaches**

1. Staff members who hold positions which may require them to transport students in school-owned vans must be properly certified. State statutes establish guidelines for becoming certified. The Board will pay all costs for physicals required to become certified to drive school-owned vans.
2. Staff members who hold supplemental contracts as coaches are required to provide the district with a satisfactory criminal records check, including fingerprints. The Board will pay all costs for the BCI criminal record check and fingerprinting for staff members holding coaching supplementals.

### **Section J. Board Match for 403b**

1. Eligible staff members shall be entitled to continue to elect to contribute by "salary reduction" to annuities and custodial accounts that are intended to be tax-qualified under Section 403(b) of the Internal Revenue Code ("TSA's"). Staff members shall be permitted to select the TSA provider for his/her contributions and shall be the sole owners of the TSA's. However, the Board may request hold harmless agreements from TSA providers as is permitted under applicable Ohio law.
2. All staff member salary reduction elections shall be made on forms supplied by the TSA providers. Salary reduction elections shall only be made prospectively; and staff members shall specify a dollar amount that is to be deferred to the TSA provider as of each payroll date. In order for a staff member's salary reduction election to be effective as of a particular payroll date, it must be filed with the Treasurer's office at least seven (7) days prior to that payroll date.

Staff members shall not be permitted to make salary reduction contributions to a TSA in any calendar year that exceeds the maximum amount that is permitted as a pre-tax deferral under the federal tax law. The Treasurer's office may suspend a staff member's deferrals for a calendar year if the deferrals will exceed such limits. If a staff member does have deferrals in excess of the federal tax law limits, the Treasurer's office may arrange for the TSA provider to repay the excess deferrals and earnings thereon, or to take other corrective measures as may be required or permitted under the federal tax law. The Treasurer's office may impose other administrative requirements on staff member salary reduction elections as the Treasurer's office believes is required to comply with federal tax law and other applicable law.

3. Beginning with the July 1, 2002 fiscal year and for each subsequent fiscal year during the term of this Agreement, the Board shall pay a "TSA Matching Contribution" on behalf of certain staff members who make salary reduction contributions to a TSA provider during such fiscal year. The amount of the TSA Matching Contribution shall be equal to twenty percent (20%) of the first one thousand dollars (\$1,000.00) of a staff member's salary reduction TSA contributions that are made on payroll dates occurring the fiscal year. Accordingly, two hundred dollars (\$200.00) is the maximum TSA Matching Contribution that may be made on behalf of any staff member for any fiscal year.

The Board shall pay its required TSA Matching Contributions one time per fiscal year, on or shortly after the end of the fiscal year. Payment shall be made to the TSA provider that is receiving, or last received, the staff member's salary reduction contributions; provided, however, that a staff member may provide written direction to the Treasurer's office to pay such amount to another TSA provider.

### **Section K. Board Reimbursement**

The Board shall pay for state required background checks submitted after January 1, 2009. The Board shall also provide child abuse training as part of its annual in-service and other required state training.

### **Section L. Change in Degree Allowance**

A request for change in degree allowance will be made with the District Treasurer. The Board shall permit and recognize forms filed on or before January 15 of any given contract. Staff member placement shall be adjusted according to the salary schedule for the applicable contract year to be effective the first day of each semester. Placement adjustments made at the start of the second semester will not be retroactive to the beginning of the school year.

**Section M. Attendance Incentive**

1. If a staff member achieves perfect attendance excluding professional leave, bereavement leave, military leave, assault leave, workers compensation injury or jury duty, the member will receive \$1,200 per semester.
2. If a staff member is absent 24 hours or less excluding professional leave, bereavement leave, military leave, assault leave, workers compensation injury or jury duty, the member will receive \$600 per semester.
3. No incentive will be paid to members missing more than 24 hours. Absence due to FMLA is not excluded from total.
4. Pay will be issued two pay periods after the end of the semester.

**ARTICLE IV**  
**INSURANCE**

**Section A. Life Insurance**

1. The Board will provide each staff member with a life insurance policy in the amount of \$50,000.00 with double coverage for accidental death or dismemberment.
2. Staff members have the option of converting the term life insurance under provisions of the policy by making the entire payment themselves, subject to the terms and conditions of the policy.
3. The Board will provide voluntary life insurance which may be purchased by a staff member in addition to the life policy provided in Section A, 1. Voluntary life insurance may be purchased for the staff member, their spouse and/or their dependent child(ren). The total cost of this voluntary life coverage shall be paid by the staff member through payroll deductions. Portability will be available for the coverage(s) and will continue to be offered provided that the coverage remains available through the carrier.
4. Staff members may enroll in the voluntary insurance coverage plan annually during the period between September 15 through October 15 or upon initial employment.
5. Staff members who do not enroll during his/her initial enrollment opportunity may purchase coverage and/or increase the amount of coverage currently being purchased during the next Voluntary Life Enrollment Period (September 15 through October 15); however, enrollment will be subject to providing Evidence of Insurability acceptable to the insurance company for any late entrants and/or additional amounts of voluntary life insurance coverage.

**Section B. Health Insurance**

The Board and Association agree to the following plans to be offered by the Board:

1. HDHP (H.S.A.) Option with \$850/Single or \$1,700/Family board contribution. The board contribution will be distributed 67% January 20 payroll and 33% July 20 payroll.
  - a. Premium will be divided as follows:
    - (1) Board 85% and Members 15%.
    - (2) The deductible will be \$2,000/Single and \$4,000/Family unless the Board is required to increase the amount to keep the plan as a high deductible plan in accordance with Federal regulations.
  - b. The Insurance Committee will automatically convene to examine plan options to lower costs when insurance premiums exceed 10%. (See Article IV Section E)
2. Integrated Benefit Program:
  - a. The Board will continue to offer a voluntary integrated benefit program. The program will provide members who waive Piqua City Schools insurance "opt-out benefits" as explained in Exhibit VI. The membership and Board agree that all members are strongly encouraged to participate in this program if another insurance option is available.
  - b. Members will not automatically be enrolled. The responsibility to enroll rests entirely on the individual member to follow the steps outlined by EMS to get enrolled into the benefit credit within specified timelines.
  - c. The Board reserves the right to adjust the formula or benefit structure of the financial help based on the recommendations of the third party administrator each enrollment period.
3. The Board will use a surcharge method of applying the charge for nicotine use in the amount of \$67.50/pay for 24 pays.
4. Coverage and the Board paid benefits are not automatic. Staff members desiring coverage must complete the proper application forms through the office of the Treasurer and receive carrier approval prior to coverage. Any staff member denied insurance coverage by the carrier, shall be paid an amount equivalent to the Board premium share for the insurance coverage requested under Section B, 1 of this article.

5. Costs of the coverage will usually fluctuate from one year to the next. Final monthly cost figures will be distributed when available from the insurance carrier.
6. Staff members may elect to have premiums which they have paid for health insurance deducted from pre-tax dollars pursuant to IRS §125. Any administrative costs shall be borne by the Board.
7. The Board provides a dollar amount per policy per month and it is unacceptable for a married couple (when both husband and wife are employed by the Board) to receive a double benefit. This benefit will provide only the approved dollar amount per month per family.
8. Any proposed changes in medical coverage or change of carrier will be discussed with the Association prior to a decision, and the Board will initiate changes in either coverage or carrier which will reduce coverage as currently provided. In the event that the present carrier effects adverse changes in coverage, the Board and the Association will cooperate in soliciting bids from other carriers for mutually acceptable coverage at a cost not in excess of that being borne by the Board at the time of any such change.
9. Detailed description of the insurance provisions mentioned in this article are available to each staff member or may be obtained upon request at the expense of the Board.

#### **Section C. Dental Insurance**

The Board shall contribute an amount equal to eighty-five percent (85%) of the single premium if a single plan is selected or eighty-five percent (85%) of the family premium if a family plan is selected. Dental insurance policies shall provide for annual deductibles of \$25.00 for individual policies and \$50.00 for family policies. The maximum allowance will be \$1,000 per person per year and the maximum lifetime allowance for orthodontia will be \$1,000 per individual.

#### **Section D. Vision Insurance**

Eligible staff members have the option of enrolling in vision care insurance offered by the Board. The plan will provide for a deductible of \$10 for an exam and \$15 for lens and frames with a \$75 frame allowance and \$100 allowance for contact lenses by using panel providers. Decreased payments will be provided for services from non-panel providers.

The Board shall contribute an amount equal to eighty percent (85%) of the single premium if a single plan is selected or eighty percent (85%) of the family premium if a family plan is selected.

#### **Section E. Insurance Study Committee**

The Association shall appoint, by September 15 each year, two representatives from each building and one (1) ex-officio professional representative to Piqua City School District Insurance Study Committee. The committee shall consider items related to the insurance program. The Superintendent shall appoint additional administrative staff as he/she deems necessary. The committee will meet once per quarter and/or on an as needed basis. The Insurance Committee will be automatically convened to examine plan options to lower costs when insurance premiums exceed 10%.

#### **Section F. District Wellness Committee**

The district wellness committee will design a program for wellness for all members and their families. This program will allow members to receive discounts on their premiums for participating in the program. The wellness committee will be comprised of 5 PEA members (1 from each building), 1 member from the classified staff, the district wellness coordinator, and 4 members from administration. The committee will design and implement the program so that all members will have the opportunity to receive a premium discount, but only those who complete the required criteria to be developed will qualify for these discount(s)

#### **Section G. Flexible Spending Account**

Staff members shall have the option of participating in a Flexible Spending Account, administrative costs for such account are to be paid by the Board. By law, a staff member is not permitted to have both a Flexible Spending Account and a Health Savings Account in the same tax year.

**Section H. State and Federal Law Compliance**

The employer reserves the right to modify health insurance provisions of this agreement in the event changes to applicable state and/or federal law require changes to the health insurance provisions or otherwise subject the employer to tax, penalty or fine. Employer will notify the PEA as soon as practically possible prior to such changes.

**ARTICLE V**  
**SHARED FILES**

**Section A. Concept**

Professional growth occurs when the staff member accepts and uses accurate and constructively given information about job performance. The shared files concept is a plan of operation which emphasizes the importance of making such information available in a timely fashion to the staff member. It becomes the person's responsibility to review the information and use it for professional growth. This will assure the staff member of an opportunity to remediate problems before they become critical and affect contractual status.

**Section B. Types of Files**

The Board will maintain its records concerning its staff members in one file in the Treasurer's Office.

**Section C. Treasurer's Personnel File**

The Treasurer's Personnel File will contain the following:

1. Any records, documents or other information directly related to financial matters concerning the staff member.
2. Official transcripts of college work.
3. Copies of certificates.
4. Applications and credentials of the staff member.
5. Records of employment, including contracts, years of service in the District and other related information.
6. Medical information required by the Board.
7. Any information which the Treasurer, as part of legally prescribed duties, must have available.
8. Copies of observations, evaluations and conference reports.
9. Copies of citations and letters of reprimand.
10. Any documents or information which the staff member feels is relevant to his/her performance or record.

**Section D. Public Review of Files**

1. Public review of records:
  - a. Personnel records shall be available for public review except for matters which are exempt by law as set forth in ORC 149.43 (A)(1).
  - b. In the event there is a request for information without inspection, the Board will follow the Ohio Revised Code and the Freedom of Information Act.
2. Individuals wishing to review personnel files shall:
  - a. Request access in writing at least twenty-four (24) hours in advance.
  - b. Present appropriate identification
  - c. Review the records in the presence of the administrator designated to maintain such records or his/her designee
  - d. Make no alteration or additions to the record nor remove any materials there from.
  - e. Sign a log attached to the file indicating date and individual reviewing.

3. Individuals requesting access to personnel files who are less than 18 years of age must be accompanied by their parents, guardian, or legal institution.
4. The staff member shall be provided a copy of the written request (2.a above) the day of the request. The staff member shall be notified of a request for information without inspection the day of the request.

#### **Section E. Information in Files**

Any information which an administrator considers relevant to the performance or record of the staff member may be placed in the personnel file by the administrator without the staff member's consent, but not without the staff member's knowledge. The staff member will acknowledge that the material has been read by adding his/her signature and the date to the actual copy, with the understanding that the signature merely signifies that the material has been read and not agreement with the contents. If the staff member refuses to sign, a dated note to that effect will be attached to the material. The staff member shall have the right to respond to any material in the personnel file and such response shall be attached to the material in question. In addition, a copy of the staff member's response shall be provided to the contributor of the material in question, provided the contributor is still employed by the Board. Anonymous materials shall not be placed in a staff member's file nor be made a matter of record.

#### **Section F. Official Information**

Any material and only material found in the personnel file can be considered official in relationship to the contractual status of a staff member. No such material may be so considered unless the staff member has been given the opportunity to review same. A staff member will be provided with a copy of any material in his/her personnel file, upon written request or in person.

#### **Section G. Access to File**

1. Any staff member may have access to either of his/her files at reasonable times upon reasonable notice.
2. Any staff member may contact the Assistant Superintendent to arrange for a date and time to jointly review his/her files. During the review, no material shall be removed from the files. Should an item in the files be questioned by the staff member, the staff member may request an information proceeding with the Assistant Superintendent making the following arrangements.
  - a. Set the date and time of the informal proceeding.
  - b. Request the contributor(s) of the questioned material attend the proceeding.
  - c. If the contributor(s) is no longer a staff member of the Board, a person in a similar position may be requested to participate.
3. The staff member may ask any district employee or Association representative to attend any meeting or hearing regarding his/her personnel file(s) as an observer.
4. The informal proceeding is an administrative remedy and attempt to settle the questioned material dispute in an informal manner. The issue to be determined in the informal proceeding is whether or not the questioned material is accurate, misleading, untimely, incomplete, or irrelevant.
5. The Assistant Superintendent shall review the findings of the proceeding and make a recommendation within a period not to exceed five (5) working days. The recommendation may sustain the record as is, or may provide for deletion, correction, or insertion of a written explanation by either party. The Assistant Superintendent shall inform the staff member in writing of his decision and of the right to appeal the decision to the Superintendent.
6. If after the informal proceeding with the Assistant Superintendent the staff member expresses a desire to pursue the matter, a hearing will be scheduled within 14 days with the Superintendent, at which hearing both parties may be accompanied by a representative of their choosing. Within five (5) working days after the conclusion of the hearing, the Superintendent will render a decision as to the questioned material and submit his report in writing to the staff member.

**ARTICLE VI**  
**LEAVE**

**Section A. Personal Leave**

Falsification of leave request may lead to disciplinary action up to termination.

1. Each staff member of the Piqua Board of Education may have three (3) days of personal leave in a contract year (August 1 through July 31). Such leave shall be noncumulative.
2. A staff member wishing to have a day of personal leave may be absent, without loss of pay, after securing approval, as required.
3. A personal leave day shall not be approved for the following:
  - First day of school
  - Last day of school
  - Teacher work day
  - Professional development day
  - The day before school is closed or not in session
  - The day after school is closed or not in session
  - Interviewing for a different job

It is recognized that there may be an emergency situation on one of these restricted days where a staff member may wish to request the use of a personal leave day. When this is the case, the staff member should do the following:

- a. Apply for a personal leave on the employee mySCView system at least seven (7) calendar days prior to the date(s) of the requested leave. In the event of an emergency and a seven day notice is not possible, contact the principal as soon as possible.
  - b. Upon receipt, the Principal/Supervisor shall review the request. If the request is denied, a written explanation will be provided to the staff member by the Principal/Supervisor at that time. If the principal denies the request and the member feels it was unjustified, it may be appealed to the Superintendent or designee. If the Principal/Supervisor approves of the request they will forward the recommendation to the Superintendent or designee for final approval.
  - c. If the request is denied by the Superintendent or designee, a written response will be provided to the member. The decision of the Superintendent or designee shall be applied in a fair and equitable manner and shall be final.
  - d. Upon approval, the member should post the absence on AESOP so that a substitute teacher may be secured to the applied date(s). Approval will not be predicated upon the teacher having secured a substitute for the requested date(s), only that they have applied for coverage.
  - e. Requests sent directly to the Superintendent will not be considered without a Principal/Supervisor's approval/disapproval first.
4. Staff members desiring to have a day of personal leave approved should:
    - a. Apply for a personal leave on the employee mySCView system at least seven (7) calendar days prior to the date(s) of requested leave.
    - b. Upon receipt, the Principal/Supervisor shall review the request. If the request is denied, a written explanation will be provided to the staff member by the Principal/Supervisor at that time. If the principal denies the request and the member feels it was unjustified, it may be appealed to the Superintendent or designee.
    - c. If an appealed request is denied by the Superintendent or designee, a written response will be provided to the member. The decision of the Superintendent shall be applied in a fair and equitable manner and shall be final.
    - d. Upon approval, the member should post the absence on AESOP so that a substitute teacher may be secured to the applied date(s). Approval will not be predicated upon the teacher having secured a substitute for the requested date(s), only that they have applied for coverage.
    - e. Requests sent directly to the Superintendent will not be considered without a Principal/Supervisor's approval/disapproval first.



5. In a contract year (August 1 through July 31) a staff member may qualify for payment for non-use of personal leave as follows.
  - a. Staff member will be entitled to a payment of the full per diem rate of each unused personal day if the member has not been absent more than 48 hours.
  - b. Staff member will be entitled to a payment of \$100 per each unused personal day if the member has been absent more than 48 hours.
  - c. Said payment shall be made as an addition to the staff member's regular paycheck following the year of nonuse on the second paycheck in July.

#### **Section B. Military Leave**

A staff member who leaves or has left the employ of the Board to enter active service in the Armed Forces of the United States may be reemployed subject to the terms and provisions of Sections 3319.13 and 3319.14, Revised Code of Ohio. No staff member will be granted insurance benefits provided by this Agreement while on such active service. For the purpose of seniority and placement on the salary schedule, years of absence on active duty in the Armed Forces of the United States shall be counted as though teaching service has been performed during such period of time. All accumulated sick leave acquired prior to entry into active military service will be reinstated.

#### **Section C. Sick Leave**

1. If a staff member has an unused balance of accumulated sick leave, he/she is entitled to take leave intervals of quarter (0.25) hours for which there is an equal amount of unused accumulated sick leave. Such leave may be used for:
  - a. Personal illness,  
Personal pregnancy,  
Personal injury,  
Personal exposure to contagious disease which would be communicated to others.
  - b. Illness in the immediate family
  - c. Death in the immediate family.
    - (1) The staff member shall inform the Principal/Supervisor as soon as possible concerning the anticipated time needed for this absence. If additional time is needed, the staff member may request same from the Principal/Supervisor, who in accordance with the Superintendent may justify the action in hardship cases.
    - (2) A maximum of six (6) days occurrence is chargeable to sick leave.
  - d. Death of a close friend or relative not in the immediate family. Time away from the job may be allowed for such funeral, after prior oral approval has been granted by the Superintendent. The staff member shall inform the Principal/Supervisor as soon as possible concerning the anticipated absence and the time needed for the absence. The Principal/Supervisor will report the request to the Superintendent for approval or disapproval.
  - e. Parent adopting child who is under the age of four years. A maximum of twenty (20) days is allowed under this section.
  - f. Birth of a grandchild. A maximum of one (1) day is allowed under this section. (Illness of the mother or child, see Section C, #1-b above)
  - g. A bargaining unit member whose spouse delivers a child (pregnancy) shall be entitled to take up to one week (5 days) of sick leave without medical documentation.

Definition: Immediate Family—spouse, fiancé, parents, children, brother, sister, grandparents, grandchildren, aunts, uncles, nieces, nephews, or in-laws bearing any of these relationships, and legal guardian.

2. The staff member is required to complete the sick leave request via employee mySCView.
  - a. A staff member requiring a substitute after 6 P.M. the evening before an absence shall contact his/her Principal/Supervisor by phone through a voice message or text, but not by email only.

3. Sick leave shall accumulate to a maximum of two hundred seventy (270) days.
4. A staff member who has exhausted his/her sick leave balance may request an advancement of sick leave days. A written request for this advancement, indicating the number of days requested, shall be made to the Principal/Supervisor, who will contact the Superintendent for approval or disapproval. This advancement shall not exceed five (5) days in a contract year and must be repaid as earned.

#### **Section D. Catastrophic Leave Bank**

1. A sick leave bank is available for use by staff members. In May of each school year, or as needed, staff members may volunteer to donate up to a maximum of five (5) days or their available sick leave per year. The donated days will make up the sick leave bank and unused days remaining in the sick leave bank will accumulate the following years.
2. A review panel made up of the Association will administer the sick leave bank.
3. Upon depletion of accumulated sick leave balance, and any advanced days, a staff member may apply for the necessary days needed but not to exceed ten (10) sick leave days from the sick leave bank if he/she has a catastrophic health condition as defined as: A severe illness requiring prolonged hospitalization or recovery. Examples would include coma, cancer, leukemia, heart attack or stroke. These illnesses usually involve high costs for hospitals, doctors, and medicines and may incapacitate the person from working, creating a financial hardship. The staff member must have a doctor's note when applying for days from the catastrophic leave bank explaining the catastrophic health condition and the length of time needed to be off work.
4. The maximum number of sick leave days which can be used from the sick leave bank in one contract year (August 1 through July 31) by the association is forty (40). In a long term catastrophic situation the Superintendent has the option to increase the maximum number of days to address a specific individual's circumstance.
5. Guidelines for use of the sick leave bank are available and are included in the Appendix of this agreement as Exhibit XIV.

#### **Section E. Assault Leave**

1. A staff member who is absent due to disability resulting from an attack which occurred on Board premises or while in attendance at an official school function and in the course of said staff member's employment, subject to the approval of the Superintendent or his designee, shall be granted up to fifteen (15) working days assault leave. During such assault leave, said staff member shall be maintained on full-pay basis. The maximum amount of assault leave shall not exceed fifteen (15) days except when:
  - a. A physician's statement specifies a longer period of time. However, the Board may require, at its own expense, a second medical opinion.
  - b. At the request of the staff member, the Superintendent may extend assault leave at the end of the initial period.
2. The staff member must apply for assault leave by completing the Assault Leave Form. The Assault Leave Form is attached as Exhibit IV.
3. Approved assault leave shall not be charged against the accrued sick leave of said staff member.
  - a. The staff member should actively pursue prosecution of the student or students or appropriate party who assaulted or battered the staff member in the appropriate criminal or juvenile court. An acquittal of the student shall not render the staff member ineligible for assault leave. Court appearances, when required, in connection with assault prosecution shall be charged to assault leave.

#### **Section F. Child Care/Maternity Leave of Absence**

1. Parties agree to comply with the provisions of the Family Medical Leave Act.
2. Leave of absence without pay shall be granted for the purpose of caring for a newborn child (which shall include a child placed with the staff member for adoption of the child). Staff members have the option of continuing membership in insurance and retirement plans by making the entire payment themselves. The Treasurer must be contacted to make these arrangements.

3. This leave shall be for not more than one (1) school year, plus the balance of the school year in which the leave commences, nor less than the balance of the semester during which the leave commences. If requested, the leave may be extended by the Superintendent and Board.
4. Written application should be made to the Superintendent for such leave at least thirty (30) days prior to the desired commencement date.
5. The staff member shall give written notice of intent to return to duties for the next school year on or before March 1.
6. A staff member returning to service from a child care/maternity leave that includes at least a portion of two (2) school years shall be assigned to a position for which the staff member is certified and/or qualified.
7. A staff member returning from a child care/maternity leave within the same school year shall be assigned the same position. Notification of return to service during the same school year must be received by the Superintendent at least five (5) days prior to the substitute teacher being eligible for a contract for the balance of that same school year.
8. Such leave will not interrupt accrued seniority, however, time spent on this leave shall not count toward seniority earned.

#### **Section G. Child Care/Maternity Sick Leave**

Sick leave may be used for pregnancy and recovery from childbirth conditions under provisions of ORC 3319.141. For the purposes of this section, maternity leave shall be defined as the period of time immediately following:

- a. The natural birth of a child
  - b. The period of time after a child of age 2 or younger whom it is the intent of the employee to adopt is placed in the home.
1. The employee must submit a written application for such leave to the Superintendent or designee, specifying the anticipated time limits (beginning and anticipated ending dates).
  2. The written notification from the employee should be submitted at least thirty (30) calendar days before the anticipated effective date in order that appropriate administrative procedures can be followed to find a replacement. In the event of an adoption placement, notification should be given as soon as placement is imminent.
  3. The maximum number of sick leave days which can be applied to leave for this purpose shall be:
    - a. The length of time certified by a physician that the employee is to be on leave
    - b. The amount of accumulated leave which the employee has to their credit prior to the request.
  4. Any employee may invoke his/her FMLA privileges after or in place of the use of the above maternity leave. The unpaid FMLA leave will run concurrently with the use of sick leave under this section.
  5. Teachers on Child Care/Maternity Sick Leave shall provide lesson plans covering the first three (3) weeks of their leave, at which time the substitute teacher will take over lesson planning duties until the teacher returns to classroom. This provision does not preclude the regular teacher from collaborating with substitute teacher on lesson plans. The substitute will submit lesson plans to the regular teacher for their review and this co-planning is encouraged, but not required.

#### **Section H. Absence for Professional Meeting**

1. Any staff member wishing to attend a conference, meeting, or convention related to his/her professional development may be absent with pay upon approval of the Superintendent or his/her designated representative.
2. Any staff member may, after approval of the Superintendent, be absent without loss of pay, for the purpose of studying the program or facilities in another school district or institution. The program or facilities in another school district to be observed shall be related to the professional growth of the staff member.
3. In the event a classroom or special teacher is granted time away from the job for attendance at professional meeting, the Superintendent or his/her designated representative shall make every effort to secure a qualified substitute to be paid by the Board.

4. The cost of attendance to approved conferences, meetings or conventions which do not constitute a pay deduction, may be paid in part or total by the Board with prior approval by the Superintendent, or his/her designated representative.
  - a. Staff members desiring to attend a conference, meeting or convention should discuss it with their Principal/Supervisor and submit request for leave via employee mySCView.
  - b. The staff member should return the request form to their Principal/Supervisor at least ten (10) working days prior to the conference, meeting or convention. Working days are defined as days when the Board office is open.
  - c. Upon written approval or disapproval of the staff member's Principal/Supervisor, the Principal/Supervisor shall notify the staff member of his/her decision and forward the request to the Superintendent or his/her designated representative within two (2) days for final approval or disapproval.
  - d. Notification of approval or disapproval will be sent to the staff member and his/her Principal/Supervisor within five (5) working days after the request has been received by the Superintendent.
  - e. If the Superintendent does not approve the request (or any part of it), he/she shall indicate the reason for disapproval upon the form through the mySCView.
  - f. Upon returning from the conference, meeting or convention, a brief written summary of the event shall be presented to members of the department/grade level or to the directors of instruction if appropriate, as well as a copy of materials.
5. In the event a staff member attends a meeting or conference for which reimbursement is approved, that staff member should submit to the Treasurer an "invoice-type request for reimbursement." The request is to be for those allowances approved on the form. The request for reimbursement is to be a listing of expenses accompanied by paid invoices and proof of expenditure.

Such requests for reimbursement shall be submitted to the Treasurer only after approval by the Superintendent.

#### **Section I. Sabbatical Leave**

A staff member who has completed five (5) years of service may, with the permission of the Board and the Superintendent, be entitled to take a leave of absence without pay for one (1) or two (2) semesters subject to the requirements that:

1. The staff member shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission and at the conclusion of the leave provide evidence that the plan was followed.
2. No more than five percent (5%) of the teaching staff may be granted sabbatical leave simultaneously.
3. The staff member on such leave shall notify the Superintendent of his/her intention to return on or before March 1 of the year of return to service.
4. The staff member upon return will be assigned to a position for which he/she is certified.
5. Such leave will not interrupt accrued seniority; however, time spent on this leave shall not count toward seniority earned.
6. The staff member will not qualify for any and all attendance incentives while on sabbatical leave.
7. PEA dues will be collected prior to leaving for sabbatical.
8. The staff member will qualify for COBRA insurance while on sabbatical.

#### **Section J. National and State Officer Leave**

Staff members elected to a full time national or state office of a bona fide professional organization at either the state or national level may be granted a leave of absence without pay. Said staff member shall give written notice of his/her intent to return to duties for the next year on or before March 1. The staff member upon return will be assigned to a position for which he/she is certified. Such leave will not interrupt accrued seniority; however, time spent on this leave shall not count toward seniority earned.

### **Section K. Leave of Absence – Illness in Family**

1. Parties agree to comply with the provisions of the Family Medical Leave Act.
2. Leave shall be granted because of a serious illness in the immediate family for a period not to exceed two (2) years. Such leave shall be without pay. A written application for such leave must be accompanied by a written statement from the attending physician stating the need for the leave of absence.

Definition: Immediate Family—spouse, fiancé, parents, children, brother, sister, grandparents, grandchildren, aunts, uncles, nieces, nephews, and in-laws bearing any of these relationships, legal guardian, estate executor, or any other person who has clearly stood in same relationship with the employee.

- a. After review and approval by the Superintendent/Designee, leave will be granted for any other person who has clearly stood in same relationship with the employee as stated in the definition.
3. The staff member shall give written notice of intent to the Superintendent to return to duties for the next school year on or before March 1.
4. The staff member returning to service from such leave shall be assigned to a position for which the staff member is certified and/or qualified.
5. Staff members returning from such leave within the same school year shall be assigned the same position. Notification of return to service during the same school year must be received by the Superintendent at least five (5) days prior to the substitute teacher being eligible for a contract for the balance of that same school year.
6. Such leave will not interrupt accrued seniority; however, time spent on this leave shall not count toward seniority earned.

### **Section L. Absences without pay**

1. Employees who have accumulated a minimum of sixty (60) days of sick leave at the beginning of a school year may be granted, upon request, absence without pay for one (1) instance up to but not exceeding three (3) working days. Such requests shall be submitted to the Superintendent or designee a minimum of ten (10) working days prior to the date of intended use.
2. Such absence shall result in a deduction in pay at employee's current per diem, but the employee shall not be subject to disciplinary action for this absence.
3. An employee who elects to take the absence without pay shall not be eligible for another such absence until the employee has accumulated eighty-five (85) days of sick leave at the beginning of the school year.
4. No more than one (1) such instance of absence without pay per teacher will be permitted in any one school year.
5. Absence without pay is not an entitlement. Therefore, the denial of such absence is not subject to the grievance procedure.

### **Section M. Court Appearances**

1. An employee selected to jury duty or ordered to appear for jury selection shall be granted a professional leave and be paid the difference between the court payment and his/her regular salary. The employee may elect to receive his/her full wages from the Board by endorsing the court duty check to the Board.
2. Any employee subpoenaed as a witness in court or government agency proceeding not adverse to the Board shall be granted a professional leave and shall be paid the difference between the court/agency payment and his/her regular wages. The employee may elect to receive his/her full wages from the Board by endorsing the court/agency check to the Board.

### **Section N. FMLA Benefits**

The Board shall continue to provide and pay the insurance benefits of members for the employee pursuant to the provisions of the Family Medical Leave Act. After the member's benefits under the Family Leave Act have been exhausted, the member may elect to continue to maintain insurance benefits provided he/she pays the Board's Treasurer in advance one hundred and two percent (102%) of all his/her premiums of his/her choice.

**ARTICLE VII**  
**SENIORITY LIST**

1. All certificated/licensed teachers of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated. Staff members serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Staff members serving under limited contracts will be placed on the list under continuing contract staff members, also in descending order of seniority.

A list shall be prepared and kept updated ranking all certificated/licensed teachers in the district by seniority, giving areas of certification and present teaching and building assignment; then all non-tenured staff members in the district by seniority, giving areas of certification, and present teaching and building assignment.

The seniority list shall be prepared by November 15 of every year and a copy will be sent to the Association President, one for each building staff lounge and one for each Principal. The Association shall have thirty (30) calendar days from receipt of the list to notify the Board of any inaccuracies in the list.

2. Seniority will be defined as the length of continuous service as a certificated staff member under regular contract in this District. Part-time staff members will have their seniority determined on a prorated basis as set forth in Article III.
  - a. Board-approved leaves of absence will not interrupt accrued seniority; however, time spent on such a leave shall not count toward seniority earned.
  - b. If two (2) or more staff members have the same length of continuous service, seniority will be determined by:
    - (1) the date of the Board meeting at which the staff member was hired, and then by;
    - (2) the date and time the staff member accepted employment as recorded on personnel records;
    - (3) if date and time are equal, the hire date ranking will be determined by higher education (degree first and number of semester hours second) on the date of hire;
    - (4) for staff members hired prior to April 1, 2004 and sharing an equal date of hire and an equal date of acceptance of employment with another staff member(s), the hire date ranking will be determined by higher education (degree first and number of semester hours second as received by the Treasurer's office by September 15);
    - (5) any remaining ties will be broken by lot.

**ARTICLE VIII**  
**REDUCTION IN FORCE – TEACHERS**

Notwithstanding any provision of the Revised Code to the contrary, and except as otherwise specified in division (E) of this section, a municipal school district shall be subject to this section instead of section 3319.17 of the Revised Code with respect to suspension of teacher contracts, but sections 3311.72, 3319.17, and 3319.171 of the Revised Code shall apply to the district with respect to suspension of contracts of other district employees who may be licensed by the state board of education.

(A) When, for any of the following reasons that apply to a municipal school district, the district board of education decides that it will be necessary to reduce the number of teachers it employs, it may make a reasonable reduction:

(1) Return to duty of regular teachers after leaves of absence, including leaves of absence provided pursuant to section 3319.13 or 3319.14 of the Revised Code;

(2) Decreased enrollment of students in the district;

(3) Academic reasons resulting in consolidation of teaching positions, duties, or functions or resulting in changes in educational programs;

(4) Financial reasons;

(5) Territorial changes affecting the district.

(B) In making any such reduction, the board shall proceed to suspend contracts in accordance with the recommendation of the district's chief executive officer and divisions (B)(1) and (2) and (E) of this section.

(1) Each teacher affected by the reduction, based on area of licensure, shall be placed in one of the following categories:

(a) Category 1A, which shall contain all teachers on limited or extended limited contracts with a composite evaluation rating of ineffective;

(b) Category 1B, which shall contain all teachers on continuing contracts with a composite evaluation rating of ineffective;

(c) Category 2A, which shall contain all teachers on limited or extended limited contracts with a composite evaluation rating of developing;

(d) Category 2B, which shall contain all teachers on continuing contracts with a composite evaluation rating of developing;

(e) Category 3A, which shall contain all teachers on limited or extended limited contracts with a composite evaluation rating of skilled;

(f) Category 3B, which shall contain all teachers on continuing contracts with a composite evaluation rating of skilled;

(g) Category 4A, which shall contain all teachers on limited or extended limited contracts with a composite evaluation rating of accomplished;

(h) Category 4B, which shall contain all teachers on continuing contracts with a composite evaluation rating of accomplished.

(2) Consistent with division (E) of this section, reductions in the affected area of licensure shall be made starting with teachers in category 1A and shall proceed sequentially through teachers in category 4B, until all necessary reductions have occurred.

(3) The evaluation ratings specified in division (B)(1) of this section refer to composite evaluation ratings assigned to a teacher in accordance with the evaluation procedures adopted under section 3311.80 of the Revised Code.

(C) On a case-by-case basis, in lieu of suspending a contract in whole, the board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.

(D) The teachers whose contracts are suspended by the board pursuant to this section shall have the right of restoration by the board if and when teaching positions become vacant or are created, for which the teachers are or become qualified within three years after the date of the suspension of contract. Consistent with division (E) of this section, the board shall rehire teachers in the affected area of licensure starting with teachers in category 4B and shall proceed sequentially through teachers in category 1A, until all vacant positions have been filled. No teacher whose contract has been suspended pursuant to this section shall lose the right of restoration by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district.

(E)

(1) Notwithstanding any provision to the contrary in Chapter 4117. of the Revised Code, the requirements of this section prevail over any conflicting provisions of a collective bargaining agreement entered into on or after October 1, 2012. However, the board and the teachers' labor organization shall negotiate how specialized training and experience will be factored into reduction in force and recall decisions regardless of the categories prescribed by division (B) of this section. In addition, the board and the teachers' labor organization may negotiate additional factors to be considered in determining the order of reductions, which factors shall not be inconsistent with division (B) of this section.

(2) After applying specialized training and experience and any other negotiated factors, teachers within the same category prescribed by division (B) of this section shall be given preference based on seniority.



**ARTICLE IX**  
**CONTRACT STATUS – NON-TENURED TEACHERS**

The contractual procedures for the employment and reemployment of non-tenured certified staff shall be as follows:

1. Each staff member new to the Piqua City School District shall be granted a one (1) year limited contract or a contract for the remainder of the school year.
2. Each staff member who has successfully completed three (3) one year limited contracts of teaching in this District and who has been recommended by the Superintendent may be granted a two (2) year limited contract.
3. Each staff member who has successfully completed a two (2) year limited contract and who has been recommended by the Superintendent may be granted a three (3) year limited contract.
4. Each staff member who has successfully completed a three (3) year limited contract and who has been recommended by the Superintendent may be granted another three (3) year limited contract.
5. A staff member who becomes eligible for a continuing contract before the end of a multi-year contract may apply in writing to the Superintendent for a continuing contract by September 15th. The Superintendent will consider the request and may recommend such contract to the Board.
6. Nothing in the above shall constrain the Board from rejecting the Superintendent's recommendation for reemployment.

**O.R.C. 3319.11 Continuing service status - limited contract - notice of intent not to re-employ.**

(A) As used in this section:

(1) "Evaluation procedures" means the procedures required by the policy adopted pursuant to division (A) of section 3319.111 of the Revised Code.

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

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

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

(1) Upon the recommendation of the superintendent that a teacher eligible for continuing service status be reemployed, a continuing contract shall be entered into between the board and the teacher unless the board by a three-fourths vote of its full membership rejects the recommendation of the superintendent. If the board rejects by a three-fourths vote of its full membership the recommendation of the superintendent that a teacher eligible for continuing service status be reemployed and the superintendent makes no recommendation to the board pursuant to division (C) of this section, the board may declare its intention not to reemploy the teacher by giving the teacher written notice on or before the first day of June of its intention not to reemploy the teacher. If evaluation procedures have not been complied with pursuant to section 3319.111 of the Revised Code or the board does not give the teacher written notice on or before the first day of June of its intention not to reemploy the teacher, the teacher is deemed reemployed under an extended limited contract for a term not to exceed one year at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted employment under the extended limited contract for a term not to exceed one year unless such teacher notifies the board in writing to the contrary on or before the fifteenth day of June, and an extended limited contract for a term not to exceed one year shall be executed accordingly. Upon any subsequent reemployment of the teacher only a continuing contract may be entered into.

(2) If the superintendent recommends that a teacher eligible for continuing service status not be reemployed, the board may declare its intention not to reemploy the teacher by giving the teacher written notice on or before the first day of June of its intention not to reemploy the teacher. If evaluation procedures have not been complied with pursuant to section 3319.111 of the Revised Code or the board does not give the teacher written notice on or before the first day of June of its intention not to reemploy the teacher, the teacher is deemed reemployed under an extended limited contract for a term not to exceed one year at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted employment under the extended limited contract for a term not to exceed one year unless such teacher notifies the board in writing to the contrary on or before the fifteenth day of June, and an extended limited contract for a term not to exceed one year shall be executed accordingly. Upon any subsequent reemployment of a teacher only a continuing contract may be entered into.

(3) Any teacher receiving written notice of the intention of a board not to reemploy such teacher pursuant to this division is entitled to the hearing provisions of division (G) of this section.

(C)

(1) If a board rejects the recommendation of the superintendent for reemployment of a teacher pursuant to division (B)(1) of this section, the superintendent may recommend reemployment of the teacher, if continuing service status has not previously been attained elsewhere, under an extended limited contract for a term not to exceed two years, provided that written notice of the superintendent's intention to make such recommendation has been given to the teacher with reasons directed at the professional improvement of the teacher on or before the first day of June. Upon subsequent reemployment of the teacher only a continuing contract may be entered into.

(2) If a board of education takes affirmative action on a superintendent's recommendation, made pursuant to division (C)(1) of this section, of an extended limited contract for a term not to exceed two years but the board does not give the teacher written notice of its affirmative action on the superintendent's recommendation of an extended limited contract on or before the first day of June, the teacher is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted employment under such continuing contract unless such teacher notifies the board in writing to the contrary on or before the fifteenth day of June, and a continuing contract shall be executed accordingly.

(3) A board shall not reject a superintendent's recommendation, made pursuant to division (C)(1) of this section, of an extended limited contract for a term not to exceed two years except by a three-fourths vote of its full membership. If a board rejects by a three-fourths vote of its full membership the recommendation of the superintendent of an extended limited contract for a term not to exceed two years, the board may declare its intention not to reemploy the teacher by giving the teacher written notice on or before the first day of June of its intention not to reemploy the teacher. If evaluation procedures have not been complied with pursuant to section 3319.111 of the Revised Code or if the board does not give the teacher written notice on or before the first day of June of its intention not to reemploy the teacher, the teacher is deemed reemployed under an extended limited contract for a term not to exceed one year at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted employment under the extended limited contract for a term not to exceed one year unless such teacher notifies the board in writing to the contrary on or before the fifteenth day of June, and an extended limited contract for a term not to exceed one year shall be executed accordingly. Upon any subsequent reemployment of the teacher only a continuing contract may be entered into.

Any teacher receiving written notice of the intention of a board not to reemploy such teacher pursuant to this division is entitled to the hearing provisions of division (G) of this section.

(D) A teacher eligible for continuing contract status employed under an extended limited contract pursuant to division (B) or (C) of this section, is, at the expiration of such extended limited contract, deemed reemployed under a continuing contract at the same salary plus any increment granted by the salary schedule, unless evaluation procedures have been complied with pursuant to section 3319.111 of the Revised Code and the employing board, acting on the superintendent's recommendation that the teacher not be reemployed, gives the teacher written notice on or before the first day of June of its intention not to reemploy such teacher. A teacher who does not have evaluation procedures applied in compliance with section 3319.111 of the Revised Code or who does not receive notice on or before the first day of June of the intention of the board not to reemploy such teacher is presumed to have accepted employment under a continuing contract unless such teacher notifies the board in writing to the contrary on or before the fifteenth day of June, and a continuing contract shall be executed accordingly.

Any teacher receiving a written notice of the intention of a board not to reemploy such teacher pursuant to this division is entitled to the hearing provisions of division (G) of this section.

(E) The board shall enter into a limited contract with each teacher employed by the board who is not eligible to be considered for a continuing contract.

Any teacher employed under a limited contract, and not eligible to be considered for a continuing contract, is, at the expiration of such limited contract, considered reemployed under the provisions of this division at the same salary plus any increment provided by the salary schedule unless evaluation procedures have been complied with pursuant to section 3319.111 of the Revised Code and the employing board, acting upon the superintendent's written recommendation that the teacher not be reemployed, gives such teacher written notice of its intention not to reemploy such teacher on or before the first day of June. A teacher who does not have evaluation procedures applied in compliance with section 3319.111 of the Revised Code or who does not receive notice of the intention of the board not to reemploy such teacher on or before the first day of June is presumed to have accepted such employment unless such teacher notifies the board in writing to the contrary on or before the fifteenth day of June, and a written contract for the succeeding school year shall be executed accordingly.

Any teacher receiving a written notice of the intention of a board not to reemploy such teacher pursuant to this division is entitled to the hearing provisions of division (G) of this section.

(F) The failure of a superintendent to make a recommendation to the board under any of the conditions set forth in divisions (B) to (E) of this section, or the failure of the board to give such teacher a written notice pursuant to divisions (C) to (E) of this section shall not prejudice or prevent a teacher from being deemed reemployed under either a limited or continuing contract as the case may be under the provisions of this section. A failure of the parties to execute a written contract shall not void any automatic reemployment provisions of this section.

(G)

(1) Any teacher receiving written notice of the intention of a board of education not to reemploy such teacher pursuant to division (B), (C)(3), (D), or (E) of this section may, within ten days of the date of receipt of the notice, file with the treasurer of the board a written demand for a written statement describing the circumstances that led to the board's intention not to reemploy the teacher.

(2) The treasurer of a board, on behalf of the board, shall, within ten days of the date of receipt of a written demand for a written statement pursuant to division (G)(1) of this section, provide to the teacher a written statement describing the circumstances that led to the board's intention not to reemploy the teacher.

(3) Any teacher receiving a written statement describing the circumstances that led to the board's intention not to reemploy the teacher pursuant to division (G)(2) of this section may, within five days of the date of receipt of the statement, file with the treasurer of the board a written demand for a hearing before the board pursuant to divisions (G)(4) to (6) of this section.

(4) The treasurer of a board, on behalf of the board, shall, within ten days of the date of receipt of a written demand for a hearing pursuant to division (G)(3) of this section, provide to the teacher a written notice setting forth the time, date, and place of the hearing. The board shall schedule and conclude the hearing within forty days of the date on which the treasurer of the board receives a written demand for a hearing pursuant to division (G)(3) of this section.

(5) Any hearing conducted pursuant to this division shall be conducted by a majority of the members of the board. The hearing shall be held in executive session of the board unless the board and the teacher agree to hold the hearing in public. The superintendent, assistant superintendent, the teacher, and any person designated by either party to take a record of the hearing may be present at the hearing. The board may be represented by counsel and the teacher may be represented by counsel or a designee. A record of the hearing may be taken by either party at the expense of the party taking the record.

(6) Within ten days of the conclusion of a hearing conducted pursuant to this division, the board shall issue to the teacher a written decision containing an order affirming the intention of the board not to reemploy the teacher reported in the notice given to the teacher pursuant to division (B), (C)(3), (D), or (E) of this section or an order vacating the intention not to reemploy and expunging any record of the intention, notice of the intention, and the hearing conducted pursuant to this division.

(7) A teacher may appeal an order affirming the intention of the board not to reemploy the teacher to the court of common pleas of the county in which the largest portion of the territory of the school district or service center is located, within thirty days of the date on which the teacher receives the written decision, on the grounds that the board has not complied with this section or section 3319.111 of the Revised Code.

Notwithstanding section 2506.04 of the Revised Code, the court in an appeal under this division is limited to the determination of procedural errors and to ordering the correction of procedural errors and shall have no jurisdiction to order a board to reemploy a teacher, except that the court may order a board to reemploy a teacher in compliance with the requirements of division (B), (C)(3), (D), or (E) of this section when the court determines that evaluation procedures have not been complied with pursuant to section 3319.111 of the Revised Code or the board has not given the teacher written notice on or before the first day of June of its intention not to reemploy the teacher pursuant to division (B), (C)(3), (D), or (E) of this section. Otherwise, the determination whether to reemploy or not reemploy a teacher is solely a board's determination and not a proper subject of judicial review and, except as provided in this division, no decision of a board whether to reemploy or not reemploy a teacher shall be invalidated by the court on any basis, including that the decision was not warranted by the results of any evaluation or was not warranted by any statement given pursuant to division (G)(2) of this section.

No appeal of an order of a board may be made except as specified in this division.

(H)

(1) In giving a teacher any notice required by division (B), (C), (D), or (E) of this section, the board or the superintendent shall do either of the following:

(a) Deliver the notice by personal service upon the teacher;

(b) Deliver the notice by certified mail, return receipt requested, addressed to the teacher at the teacher's place of employment and deliver a copy of the notice by certified mail, return receipt requested, addressed to the teacher at the teacher's place of residence.

(2) In giving a board any notice required by division (B), (C), (D), or (E) of this section, the teacher shall do either of the following:

(a) Deliver the notice by personal delivery to the office of the superintendent during regular business hours;

(b) Deliver the notice by certified mail, return receipt requested, addressed to the office of the superintendent and deliver a copy of the notice by certified mail, return receipt requested, addressed to the president of the board at the president's place of residence.

(3) When any notice and copy of the notice are mailed pursuant to division (H)(1)(b) or (2)(b) of this section, the notice or copy of the notice with the earlier date of receipt shall constitute the notice for the purposes of division (B), (C), (D), or (E) of this section.

(I) The provisions of this section shall not apply to any supplemental written contracts entered into pursuant to section 3319.08 of the Revised Code.

(J) Notwithstanding any provision to the contrary in Chapter 4117. of the Revised Code, the dates set forth in this section as "on or before the first day of June" or "on or before the fifteenth day of June" prevail over any conflicting provisions of a collective bargaining agreement entered into on or after the effective date of this amendment.

**ARTICLE X**  
**VACANCY AND TRANSFER**

**Section A. Intent Form**

Definition: Intent Form – form indicating staff member's plans for next school year and for indicating staff member's desire for consideration for a transfer. This request for consideration for transfer will include position type, including level or department, and certification qualifications for this position. (Exhibit II attached).

Prior to February 1, each staff member shall submit an Intent Form electronically that will be sent out from the Superintendent or their designees.

**Section B. Vacancy and Transfer for the Upcoming Academic Year**

All new or vacant positions, including administrative positions, shall be posted pursuant to the following procedure, and all bargaining unit positions shall be filed pursuant to the following procedure:

1. Voluntary Transfer Until April 30:
  - a. Notification of vacant positions will be sent to each staff member, via email as soon as the Superintendent determines the position will need to be filled.
  - b. Said notice of vacancy shall set forth the procedures for obtaining the position and establish a deadline five (5) working days after the date of posting for filing an application. Job Descriptions for each position will be available online.
  - c. Staff members who desire to apply for such vacancies must do so before the deadline on the notice.
2. Voluntary Transfer After April 30:
  - a. Vacancies or new positions which become available after April 30 will not be subject to the five (5) day posting requirement. Notification of such vacant positions will be sent to each staff member via email as soon as the Superintendent determines the position will need to be filled.
  - b. Any staff member who has an Intent Form on file indicating interest in the vacant position will be considered for the position. Every effort will be made to place staff members in the grade level or subject area of his/her choice.
3. Involuntary Transfer
  - a. In the case of involuntary transfer caused by changes in the program offerings, vacation of a building, loss of funding for programs, redistricting within the system, or other unforeseen circumstances, staff members directly affected shall be given first consideration for vacancies in the system. A reassignment initiated by the Superintendent shall be enacted only after consultation with that staff member.
  - b. Staff members who have been subjected to an involuntary transfer may request a meeting with the Superintendent or his/her designee within five (5) working days of the notification of the transfer, to discuss the circumstances which led to the decision to transfer. The transferred staff member may request an association representative be present at this meeting.
4. Transfer Rights:
  - a. Internal applicants shall be granted first consideration in the filing of vacant positions. Vacant positions will be filled by the applicant, who in the judgment of the Superintendent, best meets the job requirements of the position.
  - b. A transfer request cannot be honored if it requires that a presently employed staff member be displaced from a position for which the staff member is qualified, if it conflicts with the instructional or certification requirements or is deemed not to be in the best interest of the school system. Recall procedures have priority over voluntary transfers.

- c. When a transfer or supplemental vacancy request cannot be honored, the staff member shall be notified in writing and be given the reasons in writing for the decision by the building principal. Upon request of the staff member, the Superintendent/Designee will meet with the staff member and review the reasons for the decision. A request to discuss these reasons must be made within ten (10) days after the vacancy has been officially filled. At the staff member's option, he/she may be accompanied at the meeting by any employee of the Board or, alternatively, an Association Representative.
  - d. For those staff members who have been voluntarily or involuntarily transferred, moving assistance will be provided, upon personal request, for moving appropriate furniture, cabinets, books, lamps and other necessary items from the previous room location to the new room location. Needed assistance shall be written/dated and submitted to the principal. A mutual plan will be worked out between the Principal and Teacher to enact a transition timeline.
  - e. All staff members affected by an involuntary transfer will be granted additional pay up to sixteen (16) hours at their hourly rate to accommodate in the moving of positions and/or locations. Each member will fill out a timecard and get it approved by Principal/Supervisor to be paid.
5. In the event that a vacancy occurs during the school year the position will be temporarily filled. The vacancy will be posted as open for the upcoming academic year and subject to voluntary transfer.

**ARTICLE XI**  
**REHIRING RETIRED STAFF MEMBERS**

Contracts of Retired Staff Members: Staff members who have retired from the Piqua City Schools under the State Teacher's Retirement System may be hired by the Board subject to these terms and conditions:

1. A staff member may consider returning to duty immediately following retirement under the State Teacher's Retirement System with the following provisions:
  - a. The staff member must submit a letter by February 1 to the Superintendent stating that they wish to retire and be considered for rehire the following school year.
  - b. The Superintendent/designee will notify the staff member by March 1 of his/her recommendation regarding the retire-rehire.
  - c. If the staff member is not to be recommended for rehire, the staff member may elect not to retire by submitting a letter by March 30 rescinding the decision to retire.
2. Rehiring of retired staff members is contingent upon Board approval; the completing of the notification requirement and receiving satisfactory public comment when conducting the public hearing as outlined by Ohio Revised Code.
3. Staff members requesting to be rehired under contract provisions must have thirty (30) or more years of teaching experience.
4. These staff members will receive limited one (1) year teaching contracts regardless of prior years of service or prior continuing contract status.
5. These limited contracts will automatically be non-renewed at the conclusion of the contract. Each subsequent rehire will result in the staff member being placed on the salary schedule to be determined by the Superintendent.
6. Staff members who have retired under the State Teacher's Retirement System and are then hired by the Board shall be placed on the salary schedule to be determined by the Superintendent.
7. Break in Service and Seniority: Retired staff members who return to duty are subject to a reduction in force. For the purposes of Article VII, Seniority List, and a reduction in force, the rehired staff member's seniority shall be the first day of employment following retirement.
8. Sick Leave and Severance: A retiring staff member must take severance pay at the time of retirement, payable according to Article III Compensation, Section E; thereby extinguishing sick leave accumulations. Sick leave will accrue and accumulate in accordance with the provisions of Ohio Revised Code and Article VI Leave, Section C of this agreement. A retired staff member will not be eligible to convert sick leave to severance pay upon separation from subsequent employment.
9. Benefits: Staff members returning to duty shall be eligible for insurance, personal leave, retirement contributions, and all other fringe benefits not specifically addressed in this section in accordance with this agreement. Except to the extent specifically addressed in this Article, all provisions of this Agreement apply to retired staff members who are rehired. The returning staff member must use Enrollment Management Service and the opt-out incentive unless no other health insurance plan is available.
10. Evaluation: A retired staff member who is rehired will be evaluated as if the staff member were on a continuing contract.
11. The terms of this agreement for the re-employment of retirees supersede Sections 3319.11, 3319.111 and 3317.14 of the Ohio Revised Code and any other statutory law in conflict with these provisions.

**ARTICLE XII**  
**CONTRACT DAY/CONFERENCES**

1. The staff member's contract day will begin as follows:

Elementary 8:00 a.m. – 8:20 a.m.

Secondary 7:15 a.m. – 7:35 a.m.

2. Each full time teaching staff member will have daily planning time without students present. This may include time before and after the student day as well as embedded in the school day. This time may be utilized for planning and preparation that is focused on student instruction and growth identified in ORC 3301-35-05(A)(8). Each building principal will work with teaching staff members at the individual building level to identify and maximize time in the master schedule for individual planning time to be available.
3. The starting and dismissal times for students and staff member may vary but the length of the teacher work day does not exceed eight (8) hours. The contract day start and end times will be announced by the end of the previous school year. Although every attempt will be made to secure these times, the District and the PEA members understand that there may be circumstances beyond control that require a change in times. All full-time bargaining unit members will be provided a daily thirty (30) minute duty-free lunch.
4. The parties recognize that each staff member may be asked to fulfill some duties that extend beyond the regular contract hours. These may be workshops, teacher meetings, curriculum meetings, grade level/division meetings, open houses, PTA meetings and other methods of in-service growth. The staff member will make every effort to attend these activities.
5. Recognizing the concerns of the staff member and the parents, the building administrator will communicate with the staff member the need for a parent conference. Every effort will be made to schedule a conference at a mutually agreed upon time. If the parties cannot agree, the conference will be held no later than the conclusion of the second school day.
6. A day designated as Records Day will be included in the school calendar in at the end of the first semester determined by the Calendar Committee. No Principal/Supervisor initiated or district-wide meetings or activities will be scheduled for that day.
7. Prior to the opening of the school year, departmental workshops, grade level workshops and/or technology workshops may be offered for staff members' participation. These days will be optional and with pay for those staff members who attend.
8. Contract Year

1410 Hours

For members a full-time regular contract shall consist of not more than 1410 hours, as follows:

- a. Sixteen (16) hours shall be for parent-teacher conferences which will be determined by the calendar committee. On the first day of conferences in each semester a two hour early release will be scheduled.
- b. Sixteen (16) hours shall be teacher record days,
- c. Eight (8) hours will be district meeting day,
- d. Twenty-Four (24) hours designated for District In-Service.
  - (1) District In-Service Day eight (8) hours (PD Trade Day)
    - (a) Staff members who achieve the necessary staff development credit as required by the district and ORC 3319.073, will not be required to attend this District In-Service Day.
  - (2) District In-Service Day Two and Three (PD Required Day) sixteen (16) hours total
    - (a) All bargaining members will participate in sixteen (16) hours of professional development as determined by the district.



- e. The Board and Association agree that all calamity days beyond seven days off will be made-up at the discretion of the Superintendent. Potential make up days will be scheduled in advance as part of the Board approved school calendar.
- 9. Eight (8) hours will be provided to members after the district professional development day and opening day but prior to students' first day of school to be determined by the Calendar Committee. No building, district, or administrative meetings will be scheduled during this time. These hours are part of the members' required hours.
- 10. The district will provide 1 day (eight (8) hours) per quarter for all special education teachers to co-plan with general education teachers on their caseload. The district will also provide 1 floating sub to relieve the general education teacher(s) from their classroom to co-plan with the special education teacher. The special education teacher should provide a calendar and schedule of these activities to the principal when requesting the co-planning day. The co-planning day will not be on a Monday or Friday and only 1 special education teacher may be conducting co-planning activities on a day.

**ARTICLE XIII**  
**EMERGENCY CHILD CARE**

Staff members who have school age children attending schools or the school building to which they are not assigned shall have the right to bring their children to Piqua City Schools to attend classes. This is limited to the following:

1. Calamity days in the non-resident student's district, or in Piqua City Schools building to which they are not assigned.
2. Emergency related situations in the non-resident's district, or in Piqua City Schools building to which they are not assigned.

Whenever possible, the prior approval of the building Principal/Supervisor, and if necessary, the identified staff member, should be obtained.

**ARTICLE XIV**  
**CLASS SIZE**

The Board and the Association agree that class size is a factor in the quality of educational services. The Board and the Association therefore agree that:

1. a. Assignment of pupils and staff members to buildings and classrooms is the responsibility of the Superintendent. In making such decisions, the Superintendent shall give consideration to the overall needs of the district, including facility limitations, financial considerations, transportation requirements, and educational or curricular consideration.
  - b. Building Principals (Grades 1-6) shall develop, with input from Association Representatives, a mechanism for staff member input regarding class assignments for the subsequent school year.
2. Except in unusual or emergency situations, the number of pupils in a class shall be kept within the capacity of the available classroom.
3. Staff members are encouraged to report special problems, considerations, situations, or ideas to the Building Principal as early as possible. Consideration of such reports shall be given priority treatment by the administration. If a staff member believes that his/her class size problem has not been resolved by the Building Principal, he/she may request a meeting with the Superintendent to discuss the issue. The Building Principal shall be in attendance, as well as an Association representative if requested by the staff member.
4. If teacher aides are available for hire, they will be provided to regular education classrooms as follows:
  - a. Grades K-3:
    - (1) One (1) full time aide per class that has a full time enrollment of twenty-six (26) or more students at the beginning of the school year and/or at the beginning of the second semester. Enrollment on the last day of the 1<sup>st</sup> and 3<sup>rd</sup> quarters will be the dates used to determine placement of the full time aide for the beginning of the school year and/or the beginning of the second semester, respectively.
    - (2) Board will compensate any staff member who has a full time enrollment twenty-six (26) or more students at the beginning of the school year and/or at the beginning of the second semester an amount equal to \$350 per semester. Enrollment on the last day of the 1<sup>st</sup> and 3<sup>rd</sup> quarter will be the dates used to determine compensation eligibility. Maximum amount paid per year per staff member is \$700.
  - b. Grades 4-6:
    - (1) One (1) full time aide per class that has a full time enrollment of twenty-eight (28) or more students at the beginning of the school year and/or at the beginning of the second semester. Enrollment on the last day of the 1<sup>st</sup> and 3<sup>rd</sup> quarters will be the dates used to determine placement of the full time aide for the beginning of the school year and/or the beginning of the second semester, respectively.
    - (2) Board will compensate any staff member who has a full time enrollment twenty-eight (28) or more students at the beginning of the school year and/or at the beginning of the second semester an amount equal to \$350 per semester. Enrollment on the last day of the 1<sup>st</sup> and 3<sup>rd</sup> quarter will be the dates used to determine compensation eligibility. Maximum amount paid per year per staff member is \$700.
  - c. Secondary Level:
    - (1) Regular yearlong classes and all classes that are a semester in length (excludes study hall, music, physical education). The Board will compensate any staff member who has a full time enrollment of thirty (30) or more students at the beginning of the school year and/or second semester an amount equal to one hundred dollars (\$100) per class period per semester. Enrollment on the last day of 1<sup>st</sup> and 3<sup>rd</sup> quarters will be the dates used to determine placement of the full time aide for the beginning of the school year and/or the beginning of the second semester, respectively.
    - (2) Lab classes. The Board will compensate any staff member who has a full-time enrollment of twenty-five (25) or more students at the beginning of the school year and/or second semester an amount equal to one hundred dollars (\$100) per class period per semester. Lab classes are those classes designated as lab classes on the school's master schedule, and would include high school biology, chemistry and physics. Enrollment on the last day of the 1<sup>st</sup> and 3<sup>rd</sup> quarters will be the dates used to determine compensation.

- d. For the purposes of 4a, 4b, and 4c (above), enrollments will be verified by the Building Principal and/or Designee.
- 5. The administration will make every possible effort to assign staff members to no more than three (3) buildings in a school year.
- 6. Enrollments in special education classes will be monitored and every effort will be made to provide an aide where deemed necessary and in light of state standards. In the event that an elementary special education teacher is out and two (2) special education classes are combined, an aide will be assigned to that classroom for the day.

**ARTICLE XV**  
**JOB DESCRIPTIONS**

Job descriptions shall be written for all positions in the District. When the Superintendent initiates a new position, changes or modifies an existing position, the Superintendent shall contact the Association President for input. If necessary, the Association President has the option of appointing a staff member or a committee to provide input on the proposed job description(s). The decision to recommend the job description to the Board for approval rests with the Superintendent. The Superintendent will give consideration to the recommendations of the Association, prior to making any recommendations to the Board.

Updated copies of the Job Descriptions will be available at each building and a copy provided to all officers of the Association. Additional copies will be available upon request to Association members.

**ARTICLE XVI**  
**EVALUATION**

- A. The Association and the Board agree that teacher evaluation procedures, including but not limited to the OTES and all current and future changes to the Teacher Evaluation System recommended and/or required by the Ohio Department of Education and/or General Assembly will be reviewed yearly by the district evaluation committee in accordance with ORC.339.111 and 3319.112.
- B. Teachers shall be notified of the evaluation procedures and forms used in the teacher evaluation system by September 15 of each year. Teachers shall be notified of their evaluator by September 15 of each year.
- C. The evaluation procedures in the teacher evaluation system shall apply to teachers as that term is defined in ORC 3319.111.
- D. The Board and the Association shall establish a district evaluation committee to develop and/or review items required by the evaluation procedure. The committee shall also have the responsibility to develop its internal procedures that will govern the committee's operations. All recommendations will be reached by consensus.

This evaluation committee will meet at least two (2) times a year. This committee will meet once prior to September 15th of every school year to establish the yearly criteria required by ODE and once at the end of the evaluation cycle prior to May 15 to review the assessment data from student growth measures collected for the purpose of planning the evaluation process the following year. This committee will review for each year student growth options, shared attribution, goal review and approval dates, and pre/post assessment dates.

All members of the committee will receive training on the OTES, the state adopted evaluation framework, value added, Student Learning Objectives, and the standards for the teaching profession prior to beginning committee work.

E. Evaluation Committee

- 1. The Association and Board agree to establish a standing, joint Evaluation Committee (EC) for the purpose of maintaining and recommending necessary changes to the teacher evaluation policy and procedures, including the evaluation instruments, for the evaluation of teachers and guidance counselors.
- 2. The committee shall be comprised of up to five (5) Association members and up to five (5) Board representatives. The EC will be chaired jointly by an Association member and a Board representative. Additionally, members shall possess knowledge of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.
- 3. Agendas will be developed jointly by the co-chairpersons of the EC.
- 4. All PEA committee members will be compensated at the hourly rate or with release time for their work on this committee.
- 5. The EC shall recommend the policies and procedures for the student growth portion of the evaluation procedures to be utilized in the Teacher Evaluation Policy to the Association and the Board.
- 6. The EC shall recommend the policy and procedures, including the evaluation instruments, for the teacher performance rating portion of the evaluation procedures to be utilized in the Teacher Evaluation Policy to the Association and the Board.
- 7. In the event of legislative action by the Ohio General Assembly that impacts in any way on the EC, the Board and Association shall discuss this topic to determine whether adjustments are appropriate during the term of this Agreement.

F. Timelines for Evaluation Procedures

Teachers shall be notified of the evaluation procedures and forms used in the system by September 15 each year.

It is suggested that teachers use the Self-Assessment Summary Tool for their own assessment and planning. There is no requirement or obligation to disclose that information to the evaluator in the evaluation process. It is the teacher's responsibility to complete a Professional Growth plan by September 30 each year and have it approved before observations take place.

The Pre-conference and observation will be scheduled at a mutually agreeable time with one observation cycle per semester. A third evaluation cycle may be completed if more evidence to support a rating is needed. A third evaluation cycle is required for a teacher being considered for non-renewal or on an improvement plan where additional evidence collection is needed. Teachers will be notified by May 10 of a nonrenewal recommendation.

The post-conference in each evaluation cycle will be scheduled within five (5) work days after the observation.

All observations and final conferences will be completed by May 1 and written report to the teacher by May 9. All post assessments will be completed by dates provided and approved the prior year by the evaluation committee.

#### G. Teachers On Improvement Plan

Improvement plans are developed collaboratively by the teacher and the evaluator in response to ineffective ratings in performance and/or student growth. The improvement plan is intended to identify specific areas for improvement of performance and for identifying guidance and support needed to help the teacher improve. A plan of improvement may be initiated at any time during the evaluation cycle by the evaluator based on deficiencies in performance as documented by evidence collected by the evaluator.

The improvement plan shall detail:

1. The specific areas of the Ohio Standards for the Teaching Profession for improvement to be addressed in an improvement statement.
2. The desired level of performance that is expected to improve and a reasonable period of time to demonstrate the desired improvement.
3. A written plan for improvement that will be initiated immediately and includes specific resources and assistance available.
4. Additional education or professional development needed to improve the areas identified in the improvement plan.
5. Evidence gathered by the administrator or provided by the teacher to demonstrate progress or lack of progress.

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

#### H. Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation to be placed in the teacher's personnel file.

#### I. Evaluation Process

The evaluation process and the formal documents used in the evaluation process are considered to be included in whole as part of the collective bargaining agreement. Any changes to the evaluation process or formal evaluation documents must be approved through the regular approval process used for any other changes in the collective bargaining agreement.

- J. The evaluation result will be used by the Superintendent and/or designee for employment decisions, including, but not limited to, retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Seniority shall not be the basis for a decision to retain a teacher, except when deciding between teachers who have "comparable" evaluations.

In determining Comparable evaluations, the following criteria will be utilized:

- 1) Ineffective
- 2) Developing
- 3) Skilled/Accomplished

In the event of a Reduction in Force, reductions in bargaining unit members will be utilized in the above order by area of licensure.

**ARTICLE XVII**  
**DRUG FREE WORKPLACE**  
**EMPLOYEE ALCOHOL AND OTHER DRUG POLICY**

No employee shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance as defined in federal and state law, in the workplace. Employees who do so may be required to participate in a drug/alcohol abuse assessment or rehabilitation program approved by the Board and will be subject to discipline up to and including termination, subject to all applicable statutory and/or collective bargaining agreement procedures for such discipline.

The "workplace" is the site for the performance of any work that will be done concerning the school district. The workplace includes any school building, school property, school owned vehicles or a school approved vehicle used to transport students to and from school or school activities (at other sites off school property) or any school sponsored or school related activity, event or functions, such as a field trip or athletic event in which students are under the jurisdiction of the school authorities.

As a condition of employment, each employee shall notify his supervisor, in writing, of his conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five (5) days after such a conviction.



**ARTICLE XVIII**  
**DRESS CODE**

The Board of Education and the Piqua Education Association agree on the importance of appropriate dress. Appropriate dress demonstrates professionalism, provides a model to the students, and gives a favorable impression to the public. It is recognized that appropriate dress is relevant to the occasion

**ARTICLE XIX**  
**SEXUAL HARASSMENT**

All persons associated with this school system, including, but not limited to the Board, the administration, the staff and the students, are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment. Any person who engages in sexual harassment while acting as a member of the school community will be in violation of Piqua Board of Education Policy 3362.

**ARTICLE XX**  
**INTERNET, SOFTWARE, E-MAIL & LOCAL/WIDE AREA NETWORK USE**  
**PRACTICES AND PROCEDURES**

The Piqua Board of Education and the Piqua Education Association recognize that as telecommunications and other new technologies shift the ways that information may be accessed, communicated and transferred by members of our society, those changes will also alter instruction and student learning. The Board and Association support access and utilization by staff members to information-rich resources along with the development by staff of appropriate skills to analyze and evaluate such resources. Board of Education Policy outlining specific and general practices and procedures for Internet Use, Software Use, E-Mail and Local/Wide Area Network Use shall govern use of technology in the school district.

**ARTICLE XXI**  
**ACADEMIC FREEDOM**

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights.

**ARTICLE XXII**  
**NON-DISCRIMINATION**

The Board and the Association recognize the civil rights of members of the bargaining unit. The Board and the Association further recognize that both parties to this agreement have an obligation to refrain from discrimination against any of the members of the bargaining unit in any manner prohibited by state and/or federal law.

Should a staff member believe that he/she has been discriminated in a manner prohibited by state and/or federal law, he/she should report this alleged discrimination to the administrator designated by the Superintendent to investigate such matters. Such administrator shall then conduct an investigation to determine whether the alleged discrimination has occurred. He/she will also have the responsibility to recommend what further action should be taken, if any, but the Board or the Administration.

If the staff member uses the procedure above, he/she may request that an Association representative be present. If the staff member is not satisfied with the action(s) taken above or wishes not to utilize the provisions provided above, he/she may seek enforcement of this provision through the appropriate state and/or federal agency responsible for enforcement of these laws. This provision shall not be enforced through the filing of a grievance.

The Superintendent shall publish on an annual basis the name of the administrator responsible for such investigation.

**ARTICLE XXIII**  
**ASSOCIATION RIGHTS**

**Section A. Use of Building & Equipment by Association**

The Association may schedule the use of the school buildings and equipment for professional meetings subject to the same rules and regulations governing the use of the building by other organizations, except that the usual rental fee will be waived. The use of a building for profit by the Association will cause the usual fee to be invoked.

**Section B. Use of Mail Boxes & Bulletin Boards by Association**

The Association may use mail boxes and those bulletin boards designated for staff members only. However, the Association must purchase its own materials. In addition, the Association may use email; however, email is not considered confidential as the District monitors the system.

**Section C. Substitute Teacher Costs for Delegates to OEA Representative Assembly**

The Board shall pay the costs of substitute teachers for staff members serving as delegates to the representative assembly of the Ohio Education Association, provided there are no more than four (4) delegates who request approval for attendance.

**Section D. Board Meeting Agenda Advance Copy**

Board meeting, agendas, and other materials and documents that are considered public information shall be made available through Board Docs to the Association President prior to meetings.

**Section E. Printing and Distribution of Agreement**

The Board and Association will equally share the costs of printing the Agreement and any supplements thereto. Copies of the contract and supplements shall be distributed to all staff members by the Association and the administration and one (1) placed in each building lounge. Each party shall receive fifteen (15) additional copies of the Agreement for its own use. The printing of the Agreement shall be done "in house" by the staff of the Board and shall be prepared on 8 1/2" by 11" paper, bound in booklet form. Such printing shall be done within forty-five (45) calendar days of the date of the contract ratification by the Board. The negotiating parties shall proofread any proposed draft of the document prior to the chief negotiators' approval and the printing of the contract. The Agreement shall also be available to the Association as a read-only computer file in the word processing software WORD. Such file shall be available within forty-five (45) calendar days of the date of the contract ratification by the Board.

**Section F. Calendar Committee**

The Association shall be involved in the development of the school calendar through the use of an annual calendar committee. The Calendar Committee is to be composed of two (2) representatives from each building and the President or Vice President of the Association. It is required that Committee representatives be appointed by the buildings' staff be Association members, two (2) classified staff members, two (2) parents, one (1) Board member, EMIS Coordinator, two (2) administrators and the Superintendent/Designee.

**Section G. Labor Management Committees**

**District Labor-Management Committee**

A Labor-Management Committee shall meet with the Superintendent to discuss matters relating to staff member facilities and other concerns. These concerns must first be presented at the building School Labor-Management Committee level. Concerns that cannot be corrected at the School Labor-Management Committee level should be submitted to the PEA President and/or Superintendent to see if they can work with appropriate staff to resolve the issue informally. If no resolution can be accomplished, the concern will be placed on the agenda of the District Labor-Management Committee. Each school in the district shall appoint one (1) representative to the District Labor-Management Committee. Appointed representatives must be Association members. The President of the Association shall also serve and will co-chair the committee meetings with the Superintendent. The Association and the Board shall each appoint not more than eleven (11) members.

## **School Labor-Management Committee**

Each school shall establish a school labor-management committee. Representatives on this committee will be determined by the membership. The principal will be a member. Minutes will be shared with all PEA members.

### **Section H. Release Time**

#### **Release Time**

For purposes of necessary Union Business during normal work hours, a maximum of thirty-six (36) hours per school year shall be available for use by the Association President or designee. Usage of such release time shall require prior notification of the appropriate administrator, preferably twenty-four (24) hours in advance. Problems associated with the time of usage shall be resolved with the best interest of both parties.

The President/Designee shall clearly define the intent of such usage of release time. Whereupon necessary, the Board shall provide substitutes.

On a quarterly basis, the Association shall submit a list of such hours used to both the Superintendent and Treasurer.

### **Section I. Local Professional Development Committee**

All licensure and certification requirements will be fulfilled following the policies and procedures included in Exhibit VIII.

**ARTICLE XXIV**  
**AGENCY FEE**

In the event that overriding laws at the State or Federal levels change to allow for a representational fee, or similar fair share fee option for the Piqua Education Association, the language from Article XXIV Agency Fee of the 2017-2020 Negotiated Agreement, in its entirety, will be immediately reinstated in the current negotiated agreement by both the Board and Association, to the extent allowed by law.



**ARTICLE XXV**  
**MANAGEMENT RIGHTS**

The Association recognizes the Board as the locally elected body charged with the establishment of policy for public education in the Piqua City School District and as the employer of all personnel of the district. The Association further recognizes that the Board shall have the sole responsibility for the management and control of all the schools in the district and is specifically delegated with the responsibility of making the rules and regulations by which the district will be governed as provided by, but not limited to, Sections 3313.20, 3313.47 and 4117 of the Ohio Revised Code. The Association further recognizes that the Board has the authority in all matters concerning supervision, evaluation, suspension, discipline, layoff, termination, and hiring of all members of the bargaining unit, except as limited by the specific provisions of this contract.

**ARTICLE XXVI**  
**PROGRESSIVE DISCIPLINE**

1. The Administration may take progressive discipline action against any staff member for just cause. Progressive discipline may only be administered to a staff member due to a sequence of offenses which have been documented as written reprimands and retained in the staff member's personnel file. Such disciplinary action shall be imposed as follows:
  - a. Step 1 – First Offense – Verbal warning may only be issued to a staff member in a conference, held in an administrator's office, with the Principal/Supervisor. A verbal warning remains a warning. Additional verbal warnings may be assigned by the building Principal/Supervisor, as needed, to ensure corrective action by the staff member. A record of having had a conference resulting in a verbal warning will not be retained in the staff member's personnel file and will not be considered in a sequence for progressive discipline. Following a verbal warning an email will be sent to the employee to memorialize the conversation.
  - b. Step 2 – Second Offense – The second offense must be reduced to writing as a reprimand by the Principal/Supervisor. During a conference held in the administrator's office, the written reprimand will be signed and dated by all persons in attendance. A completed copy will be given to the staff member, the Superintendent and the treasurer's office for placement in the staff member's personnel file.
  - c. Step 3 – Third Offense – The third offense for which a conference held in the administrator's office, the written reprimand for this third offense will be signed and dated by all persons in attendance. A completed copy will be given to the staff member, Superintendent and treasurer's office for placement in the staff member's personnel file.
  - d. Step 4 – Fourth Offense – For the fourth offense, a staff member may be placed on administrative leave with or without pay. Before being placed on administrative leave, the Superintendent or designee shall hold a conference with the staff member to discuss the reasons for the disciplinary action and to allow the staff member to dispute the reasons or otherwise explain the alleged misconduct. Any administrative leave will be reduced to writing, stating the grounds for the action and the length of the leave. The first administrative leave shall not be for more than five (5) days and any subsequent leave shall not be more than ten (10) days.
2. Certain serious offenses that violate the Ohio Department of Education Professional Code of Conduct and/or a violation of Board of Education policy, may require that progressive discipline steps 1, 2, 3 and 4 be bypassed.
  - a. If a staff member requests representation, he/she shall have the right to representation at any disciplinary hearing or meeting that may lead to a disciplinary action.
  - b. The teacher shall attach any rebuttal to a disciplinary document within twenty (20) work days.
3. If there has been no other formal investigation(s) nor written reprimands issued against a staff member by any administrator, and the records of a disciplinary action have not been considered in any subsequent disciplinary action for a period of three (3) years, then such records will not be considered for the purpose of future disciplinary action.
4. The resulting disciplinary action taken by a building administrator or Assistant Superintendent may be appealed in writing to the Superintendent within five (5) working days of the discipline being administered. After considering all factors related to the disciplinary action, which will include a face to face meeting with both parties, then a decision will be provided in writing by the Superintended within five (5) working days. This decision will be final.

Nothing herein shall preclude the Board of Education from omitting the foregoing steps and procedures and instituting termination proceedings pursuant to Sections 3319.151, 3319.16, 33191.161 and other relevant provisions.

**ARTICLE XXVII**  
**LEAST RESTRICTIVE ENVIRONMENT**

1. The Board shall provide training as needed and appropriate for staff members serving special education students.
2. When a student is placed in a classroom and has an IEP (Individual Education Plan), the staff member will be given a copy of the IEP and will discuss the IEP with the special education staff member.
3. All teachers of the special education student are to be notified and will make every effort to attend the MFE (Multi-Factored Evaluation) and IEP conferences. Every effort will be made to schedule these conferences during the contract day.
4. Classroom teachers will not be expected to perform custodial duties or invasive medical procedures such as catheterization or tube feeding for any students.
5. Support services required by the IEP will follow the student into the regular classroom.
6. The administration will make every effort to schedule special education student proportionally.
7. The building principal, guidance counselor, and staff will meet to discuss student based master schedules on an ongoing basis to ensure the most appropriate continuum of services and supports to staff.

**ARTICLE XXVIII**  
**VIOLENCE IN THE WORKPLACE**

To maintain a safe school environment, a staff member has an obligation to advise the building principal or designee of any situation that threatens the safety of the school community. Those situations that threaten building safety may include, but not be limited to a divorce, custody disagreement, a threatening parent, student, community member and potential explosive devices.

**ARTICLE XXIX**  
**COLLEGE CREDIT PLUS**

1. The opportunity to teach any course offered by the school district through College Credit Plus shall be offered to all teachers who are qualified to teach the course and no outside employees shall be solicited until all current teachers have been considered.
2. Teaching a course that qualifies for College Credit Plus shall be voluntary on the part of the teacher and no teaching employee shall be forced to meet the requirements to teach the course.
3. Teachers of College Credit Plus courses shall be given release time to attend required professional development related to their College Credit Plus course by their host college as any other professional leave day and approved by the Superintendent.
4. All College Credit Plus teachers will qualify for:
  - a. One professional leave day per semester, per College Credit Plus class taught during the school year to complete required administrative responsibilities (grading for course, aligning curriculum, preparing for observations, etc.). This day can be taken at a time requested by that teacher but should not be the first or last day of the week or in the month of May.

Or
  - b. A stipend equal to 2 days salary at their per-diem rate for compensation of administrative responsibilities (grading for course, aligning curriculum, preparing for observation, etc.) done outside the standard work day.

Or
  - c. One professional leave day and one day at their per-diem rate as described in a. and b.

**ARTICLE XXX**  
**RESIDENT EDUCATOR**

**Section A. Purpose**

The Resident Educator Program for beginning teachers will provide new educators with coaching, mentoring, and guidance that are critical to improving their skills and knowledge and student achievement. The program will be administered and funded by the Piqua City School District. This program shall not replace the negotiated employee evaluation system.

**Section B. Definitions**

1. Resident Educator Program – Four year program designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of this program is required to advance to a five year professional educator license.
2. Mentor – A teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.
3. Resident Educator – A teacher employed under a resident educator license, an alternative Resident Educator license of any type, or a one-year out of state educator license.

**Section C. Mentor**

1. Qualifications
  - a. Must be approved by his/her building administrator and must have a professional teaching license. Every effort will be made to assign a member who has certification/licensure in the same area as the Resident Educator.
  - b. Must be trained through the Ohio Department of Education Instructional Mentoring program. Mentors must also be willing to complete additional training as required by the Ohio Department of Education (ODE).
2. Training Mentors shall be provided with and shall be reimbursed for all expenses of the state required mentor training in accordance with the District professional development reimbursements policy.
3. Responsibility
  - a. The Mentor shall carry out the Residential Educator Program in conjunction with Resident Educator as developed by the ODE.
  - b. Consult with and otherwise assist the assigned Resident Educator on a regular basis within the instructional day.
  - c. The Mentor will use the Resident Educator Program formative assessment tools, resources, and protocols to support the Resident Educator.
  - d. The Mentor does not have a formal evaluative role. The Mentor's role is to support the growth of the Resident Educator as an instructional mentor through formative assessment tools.
4. Release Time
  - a. Each mentor shall be granted release time to attend mentor committee meetings, necessary training, and to perform required committee work; as determined by the Superintendent.

**Section D. Compensation**

1. Mentors shall receive a Category 12 Supplemental Stipend for each assigned Resident Educator.
2. Inactive Mentors shall not receive compensation.

### **Section E. Resident Educator**

1. Each Resident Educator shall be given an initial orientation that should include, but not limited to the following matters:
  - a. The students and community to be served;
  - b. School policies, procedures, and routines;
  - c. Course of study, competency based education programs, and responsibilities for lesson plans;
  - d. The layout of the facilities of the assigned building;
  - e. The nature of the Resident Educator Program which will be provided;
  - f. Additional information a Resident Educator may need to be adequately prepared for a specific assignment.
2. The Resident Educator shall be provided release time not to exceed three (3) days per year for the purpose of observing classes, meetings with his/her Mentor, attending recommended workshops, assessment preparation, etc. The days may be used in half (1/2) day increments and shall be coordinated by the Superintendent, or his/her designee.
3. The Resident Educator may complete and IPDP to utilize the LPDC process in year four (4).

### **Section F. Protections**

1. Mentors shall not participate in the evaluation of their assigned Resident Educator.
2. Mentors shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
3. All members of the Team, Members, and Residential Educator shall keep confidential all discussion, actions, materials and other information to the extent permitted by law.
4. Mentors shall communicate directly with Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.
5. Resident Educators shall be provided all due process provisions allowed by the master agreement and Ohio Revised Code.

**ARTICLE XXXI**  
**COMPLAINTS AGAINST TEACHERS/COACHES**

Any person or group, having a legitimate interest in the operations of this District shall have the right to present a request, suggestion, or complaint concerning District personnel, the program, or the operations of the District. At the same time, The Board of Education has a duty to protect its staff from unnecessary harassment. It is the intent of this policy to provide the means for judging each public complaint in a fair and impartial manner and to seek a remedy where appropriate.

It is the desire of the Board to rectify any misunderstandings between the public and the District by direct discussions of an informal type among the interested parties. It is only when such informal meetings fail to resolve the differences, shall more formal procedures be employed.

Any requests, suggestions, or complaints reaching the Board, Board members, and the administration shall be referred to the Superintendent for consideration according to the following procedure.

**Matters Regarding a Professional Staff Member**

1. First Level

If is it a matter specifically directed toward a professional staff member, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within his/her authority and District administrative guidelines.

This level does not apply if the matter involves suspected child abuse, substance abuse, or any other serious allegation which may require investigation or inquiry by school officials prior to approaching the professional staff member.

As appropriate, the staff member shall report the matter and whatever action may have been taken to the building principal or direct supervisor.

2. Second Level

If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the staff member's supervisor and in compliance with provisions of a collective bargaining agreement, if applicable.

3. Third Level

If a satisfactory solution is not achieved by discussion with the building principal or direct supervisor, a written request for a conference shall be submitted to the Superintendent. This request should include:

- a. The specific nature of the complaint and a brief statement of the facts giving rise to it;
- b. The respect in which it is alleged that the complaint (or child of the complaint) has been affected adversely;
- c. The action which the complainant wishes taken and the reasons why it is felt that such action be taken.

Should the matter be resolved in conference with the Superintendent, the Board shall be advised of the resolution.

4. Fourth Level

Should the matter still not be resolved, or if it is one beyond the Superintendent's authority and requires a Board decision or action, the complainant shall request, in writing, a meeting by the Board.

The Board, after reviewing all material relating to the case, shall provide the complainant with its written decision.

The complainant shall be advised, in writing, of the Board's decision, no more than thirty (30) business days following the meeting. The Board's decision will be final on the matter, and it will not provide a meeting to other complainants on the same issue.

If the complainant contacts an individual Board member to discuss the matter, the Board member shall inform the complainant the s/he has no authority to act in his/her individual capacity and that the complainant must follow the procedure described in this policy.



**ARTICLE XXXII**  
**GENERAL PROVISIONS AS TO AGREEMENT**

**Section A. Inclusive Clause**

1. The parties acknowledge that during the negotiations, the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, for the life of this Agreement, the Board and the Association each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in the Agreement and with respect to any subject matter not specifically referred to or covered in this Agreement, unless otherwise mutually agreed.

**Section B. Contrary to Law Provision**


1. In the event that any of the terms of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal, state or local law now existing or hereafter enacted, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other provision hereof.
2. In the event of a determination by a Court of competent jurisdiction that a provision of this Agreement is contrary to law so as to render other remaining provisions inoperable, the bargaining process shall be reopened with respect to that provision to obtain a mutually agreeable means of making the remaining provisions of the Agreement operative.

**Section C. Duration of Agreement**

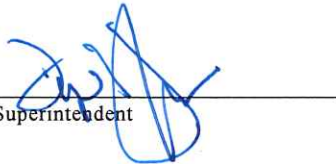
This agreement shall become effective, except as noted otherwise, at 12:01 a.m. on the day following ratification and adoption. The ratification and adoption of this Agreement cause the pre-existing Agreement between the Board and the Association to terminate. This Agreement shall remain in effect from August 1, 2020 through July 31, 2023.

The Piqua City School District  
Board of Education:

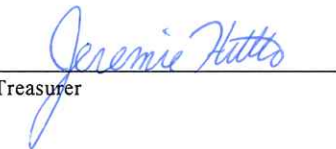
The Piqua Education Association:

By:   
\_\_\_\_\_  
President

By:   
\_\_\_\_\_  
President

By:   
\_\_\_\_\_  
Superintendent

By:   
\_\_\_\_\_  
Chief Negotiator

By:   
\_\_\_\_\_  
Treasurer

By:   
\_\_\_\_\_  
Negotiator Team Member



# Index and Salary for 2020-2021

Step	Base		B.S. Degree		B.S. + 15 Sem Hr		Five yrs		M.A. Degree		M.A. + 10 Sem Hr		M.A. + 30 Sem Hr		Step
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	
0	1.000	38,817	1.040	40,370	1.070	41,534	1.140	44,251	1.160	45,028	1.180	45,804	1.180	45,804	0
1	1.043	40,486	1.083	42,039	1.113	43,203	1.194	46,347	1.214	47,124	1.234	47,900	1.234	47,900	1
2	1.086	42,155	1.126	43,708	1.156	44,872	1.248	48,444	1.268	49,220	1.288	49,996	1.288	49,996	2
3	1.129	43,824	1.169	45,377	1.199	46,542	1.302	50,540	1.322	51,316	1.342	52,092	1.342	52,092	3
4	1.172	45,494	1.212	47,046	1.242	48,211	1.356	52,636	1.376	53,412	1.396	54,189	1.396	54,189	4
5	1.215	47,163	1.255	48,715	1.285	49,880	1.410	54,732	1.430	55,508	1.450	56,285	1.450	56,285	5
6	1.258	48,832	1.298	50,384	1.328	51,549	1.464	56,828	1.484	57,604	1.504	58,381	1.504	58,381	6
7	1.301	50,501	1.341	52,054	1.371	53,218	1.518	58,924	1.538	59,701	1.558	60,477	1.558	60,477	7
8	1.344	52,170	1.384	53,723	1.414	54,887	1.572	61,020	1.592	61,797	1.612	62,573	1.612	62,573	8
9	1.387	53,839	1.427	55,392	1.457	56,556	1.626	63,116	1.646	63,893	1.666	64,669	1.666	64,669	9
10	1.430	55,508	1.470	57,061	1.500	58,226	1.680	65,213	1.700	65,989	1.720	66,765	1.720	66,765	10
11	1.473	57,177	1.513	58,730	1.543	59,895	1.734	67,309	1.754	68,085	1.774	68,861	1.774	68,861	11
12	1.516	58,847	1.556	60,399	1.586	61,564	1.788	69,405	1.808	70,181	1.828	70,957	1.828	70,957	12
13	1.559	60,516	1.599	62,068	1.629	63,233	1.842	71,501	1.862	72,277	1.882	73,054	1.882	73,054	13
14	1.602	62,185	1.642	63,738	1.672	64,902	1.896	73,597	1.916	74,373	1.936	75,150	1.936	75,150	14
15	1.645	63,854	1.685	65,407	1.715	66,571	1.950	75,693	1.970	76,469	1.990	77,246	1.990	77,246	15
18	1.688	65,523	1.728	67,076	1.758	68,240	2.004	77,789	2.024	78,566	2.044	79,342	2.044	79,342	18
21	1.731	67,192	1.771	68,745	1.801	69,909	2.058	79,885	2.078	80,662	2.098	81,438	2.098	81,438	21
25							2.115	82,098	2.148	83,379	2.180	84,621	2.180	84,621	25
30							2.165	84,039	2.198	85,320	2.230	86,562	2.230	86,562	30
35							2.215	85,980	2.248	87,261	2.280	88,503	2.280	88,503	35

\* Five Years: Description of column classification of the Five Year Column- Having earned a bachelor's degree and accumulated 150 semester hours or 225 quarter hours of college credit from accredited institutions.

**PIQUA CITY SCHOOLS**  
**Supplemental Salary Schedule**  
**Effective August 1, 2020**

(B.S., 0 Experience) \$38,817

POSITION	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 9	STEP 14
	Index Amount	Index Amount	Index Amount	Index Amount	Index Amount	Index Amount	Index Amount
Category 1	0.2300 \$8,928	0.2415 \$9,374	0.2536 \$9,844	0.2663 \$10,337	0.2796 \$10,853	0.2935 \$11,393	0.3082 \$11,963
Category 2	0.1700 \$6,599	0.1785 \$6,929	0.1874 \$7,274	0.1968 \$7,639	0.2066 \$8,020	0.2170 \$8,423	0.2278 \$8,843
Category 3	0.1500 \$5,823	0.1575 \$6,114	0.1654 \$6,420	0.1736 \$6,739	0.1823 \$7,076	0.1914 \$7,430	0.2010 \$7,802
Category 4	0.1300 \$5,046	0.1365 \$5,299	0.1433 \$5,562	0.1505 \$5,842	0.1580 \$6,133	0.1659 \$6,440	0.1742 \$6,762
Category 5	0.1050 \$4,076	0.1103 \$4,282	0.1158 \$4,495	0.1216 \$4,720	0.1276 \$4,953	0.1340 \$5,201	0.1407 \$5,462
Category 6	0.0850 \$3,299	0.0893 \$3,466	0.0937 \$3,637	0.0984 \$3,820	0.1033 \$4,010	0.1085 \$4,212	0.1139 \$4,421
Category 7	0.0700 \$2,717	0.0735 \$2,853	0.0772 \$2,997	0.0810 \$3,144	0.0851 \$3,303	0.0894 \$3,470	0.0939 \$3,645
Category 8	0.0550 \$2,135	0.0578 \$2,244	0.0606 \$2,352	0.0637 \$2,473	0.0669 \$2,597	0.0703 \$2,729	0.0738 \$2,865
Category 9	0.0500 \$1,941	0.0525 \$2,038	0.0551 \$2,139	0.0579 \$2,248	0.0608 \$2,360	0.0638 \$2,477	0.0671 \$2,601
Category 10	0.0400 \$1,553	0.0420 \$1,630	0.0441 \$1,712	0.0463 \$1,797	0.0486 \$1,887	0.0510 \$1,980	0.0535 \$2,077
Category 11	0.0300 \$1,165	0.0315 \$1,223	0.0331 \$1,285	0.0347 \$1,347	0.0365 \$1,417	0.0383 \$1,487	0.0402 \$1,560
Category 12	0.0200 \$776	0.0210 \$815	0.0220 \$854	0.0232 \$901	0.0243 \$943	0.0255 \$990	0.0268 \$1,040

Hourly Rate (Summer School)	\$ 31.05	Hourly rate of .0008 of B.S. Column, 0 Experience Step
Elementary Instruction Coordinator	\$1,000	per year
National Certification Stipend	\$1,000	paid in year certification is attained

**Notes Regarding the Supplemental Salaries:**

- (1) Supplemental duties shall be defined as those duties for which compensation is determined pursuant to 'Schedule D' of this agreement. Employees performing duties shall be issued written individual supplemental limited contracts.
- (2) All supplemental contracts of bargaining unit members shall expire on June 30 of each calendar year, unless the Board takes affirmative action to renew such prior to that date.
- (3) Qualifications for supplemental positions shall be established by the Board and made available to interested applicants. Staff members who, in the opinion of the Board, meet the qualifications for the position shall be granted employment over non-employees.
- (4) Supplemental positions are considered vacant when the Board fails to renew the contract of the incumbent, and the position is subsequently posted as a vacancy when the Board creates a new supplemental and posts it as a vacancy.
- (5) A payment schedule will be distributed yearly to employees receiving a supplemental contract.

## ATHLETIC SUPPLEMENTALS

### CATEGORY 1

### CATEGORY 2

### CATEGORY 3

Trainer

Head Football Coach

Head Wrestling Coach

Head Girls Basketball Coach

Head Baseball Coach

Head Boys Basketball Coach

Head Softball Coach

Head Track Coach - Boys & Girls Combined

Head Girls Soccer Coach

Head Boys Soccer Coach

Head Volleyball Coach

### CATEGORY 4

### CATEGORY 5

### CATEGORY 6

Head Girls Track Coach

Head Girls Tennis Coach

Head Cheerleading Coach - Varsity FB

Head Boys Track Coach

Head Boys Tennis Coach

Head Cheerleading Coach - Varsity BB

Head Girls Cross Country Coach

Head Girls Golf Coach

Head Varsity Competitive Cheer Coach

Head Boys Cross Country Coach

Head Boys Golf Coach

Athletic Faculty Manager - Junior High

Head Girls Bowling Coach

Head Boys & Girls Swim Coach

Freshman Football Coach (2)

Head Boys Bowling Coach

Head Dive Coach - Girls & Boys

Junior High Football Coordinator

Junior High Athletic Director

Head JV Basketball Coach - Boys

Freshman Basketball Coach - Boys

Head JV Basketball Coach - Girls

Freshman Basketball Coach - Girls

Athletic Faculty Manager - High School

Head JV Girls Soccer Coach

Assistant High School Football Coach - (7)

Head JV Boys Soccer Coach

\*Varsity Assistant High School Basketball Coach - Girls

Head JV Softball Coach

\*Varsity Assistant High School Basketball Coach - Boys

Head JV Baseball Coach

Head JV Volleyball Coach

\*Varsity Assistant - High School Wrestling Coach

**\*PENDING STUDENT ENROLLMENT NUMBERS, ATHLETIC DIRECTOR, HIGH SCHOOL PRINCIPAL AND SUPERINTENDENT APPROVAL**







### CLUB SUPPLEMENTALS

CATEGORY 6	CATEGORY 7	CATEGORY 8
*Science Olympiad Coordinator HS	Building Technology Coordinator	Piquonian Production Advisor
*Science Olympiad Coordinator PJHS		Smoke Signals Advisor High School
CATEGORY 9	CATEGORY 10	CATEGORY 11
NONE	Academic Challenge	Chess Club Advisor High School
	Junior Class Advisor	Key Club Advisor
	*Link Crew Advisor	*Ohio History Day Advisor
	Speech and Debate Club Advisor	Rotary Interact Club Advisor
	Smoke Signals Advisor PJHS	Senior Class Advisor
	Student Leadership Advisor PJHS	
	Student Leadership Advisor HS	
	Yearbook Advisor PJHS	
CATEGORY 12		
Art Club Advisor		
Builders Club PJHS		
Chess Club Advisor PJHS		
Destination Imagination Coach (1 per Primary/Central Building)		
Dungeons and Dragons Club Advisor PHS		
Freshman Class Advisor		
Friends of Rachel Club Advisor		
Harry Potter Club Advisor PHS		
K-Kids Advisor (3 per Primary/Central Building)	Each supplemental will be individually evaluated by the building principal for effectiveness.	
LGBTQ Club Advisor PHS	Programs that no longer have sufficient participation can be replaced with a new program with the approval of the principal.	
Media Madness/Daily News Advisor PJHS		
*Model UN PJHS	<b>*1 position, but may be 2 if numbers merit with Principal and Superintendent Approval</b>	
*Model UN HS		
Muse Machine		
NHS Advisor PJHS		
*NHS Advisor High School		
Run Club Advisor		
Science Fair		
Sophomore Class Advisor		
World Language Club Advisor (up to 3 depending on enrollment)		

**BUILDING SUPPLEMENTALS**

CATEGORY 8	CATEGORY 9	CATEGORY 10
Building Coordinator - RTI	Building Leadership Team (5 per building, excluding HS)	NONE
LPDC Chairperson	Division/Building Leadership Team Chairperson (10 HS Positions)	
LPDC Secretary		
CATEGORY 11	CATEGORY 12	
Special Education Teachers	Mentor Teacher	
LPDC Member	Traveling Teachers	

PIQUA CITY SCHOOLS  
GRIEVANCE REPORT FORM

Distribution: Page 1

- 1. Grievant
- 2. Principal/Immediate Supervisor
- 3. Superintendent
- 4. Treasurer

STEP 1 SECTION A  
TO BE COMPLETED BY GRIEVANT

Name of Grievant \_\_\_\_\_  
Building \_\_\_\_\_ Assignment \_\_\_\_\_

Date of cause of grievance \_\_\_\_\_ Date of Step 1 Initial Meeting \_\_\_\_\_

State grievance stipulating Article, Section and Paragraph of the Agreement which was allegedly misinterpreted, misapplied or violated; and suggested remedy.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date Filed \_\_\_\_\_

STEP 1 SECTION B  
TO BE COMPLETED BY ADMINISTRATOR

Disposition \_\_\_\_\_

Signature of Administrator \_\_\_\_\_ Date \_\_\_\_\_

STEP 2  
TO BE COMPLETED BY ADMINISTRATOR Name of Administrator \_\_\_\_\_  
Disposition of Grievance At Step 2 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Rationale for Disposition \_\_\_\_\_

Signature of Administrator \_\_\_\_\_ Date of Hearing \_\_\_\_\_

Title \_\_\_\_\_ Date of Disposition \_\_\_\_\_

STEP 3  
TO BE COMPLETED BY THE SUPERINTENDENT

Name of Superintendent \_\_\_\_\_ Form Received by Supt. \_\_\_\_\_

Disposition of Grievance at Step 3 \_\_\_\_\_

\_\_\_\_\_

Rationale for Disposition \_\_\_\_\_

\_\_\_\_\_

Signature of Superintendent \_\_\_\_\_

Date of Hearing \_\_\_\_\_

Date of Disposition \_\_\_\_\_

STEP 4

TO BE COMPLETED BY GRIEVANT

The Association is not satisfied with the disposition of the grievance at Step 3. We request a hearing before an arbitrator. We understand the decision of the arbitrator is binding and that the expenses of the arbitrator will be shared equally by the Association and the Piqua Board of Education.

Signature of Grievant \_\_\_\_\_ Date Filed \_\_\_\_\_

Signature of Superintendent \_\_\_\_\_ Request for arbitrator received \_\_\_\_\_

Date arbitration request was sent to the American Arbitration Association \_\_\_\_\_

Association Representative's Signature \_\_\_\_\_

Arbitrator's Advice (A copy of the advice may be attached)

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

Exhibit II

PIQUA CITY SCHOOLS  
INTENT FORM

Staff Member \_\_\_\_\_ Date \_\_\_\_\_

We are expecting that each staff member give us an indication of his/her plans for the \_\_\_\_\_ school year. Please check the appropriate statement below.

\_\_\_\_\_ I wish to return to my present position next year.

\_\_\_\_\_ I wish to be considered for transfer.

Transfer to:

_____ Building	_____ Level	_____ Department
_____ Building	_____ Level	_____ Department
_____ Building	_____ Level	_____ Department
_____ Building	_____ Level	_____ Department

Type of certification which qualifies you for this transfer:

_____ Type	_____ Number	_____ Effective Date
_____ Type	_____ Number	_____ Effective Date
_____ Type	_____ Number	_____ Effective Date
_____ Type	_____ Number	_____ Effective Date

\_\_\_\_\_ I do not plan to teach in the Piqua City Schools for the \_\_\_\_\_ school year.

\_\_\_\_\_ I plan to retire effective this school year.

\_\_\_\_\_ I request a conference with my Principal/Supervisor before making my decision.  
(All appointments should be made through the Principal/Supervisor's Office.)

\_\_\_\_\_ Teacher's Signature

\_\_\_\_\_ Building

THIS COMPLETED FORM IS DUE IN THE PRINCIPAL'S/SUPERVISOR'S OFFICE ON February 1  
AND WILL BE FORWARDED TO THE SUPERINTENDENT ON February 15.

Exhibit III

PIQUA CITY SCHOOLS - DATA COLLECTION/OBSERVATION DOCUMENT  
CORE ELEMENTS OF NURSING SERVICE

Staff Member's Name \_\_\_\_\_ Building of Observation \_\_\_\_\_

Date Observed \_\_\_/\_\_\_/\_\_\_ Observer \_\_\_\_\_ Class Observed \_\_\_\_\_

Time Observation Started \_\_\_\_\_ Time Observation Ended \_\_\_\_\_

Please indicate a level of performance for each component:

I. Unsatisfactory II. Basic III. Proficient IV. Distinguished V. Not Observed

A. Health Assessment

1. Required grade level screening, health assessment with appropriate health history, observation and consultation for pupils entering school for the first time, and pupils referred by school staff.

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2. Plan and implement counseling, referral, and follow up procedures for pupils identified as having health needs.

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B. Illness and injury

1. Assist school personnel, pupils and parents to understand and comply with communicable disease control requirements and current practices.

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2. To participate in the management of illness and injury occurring at school.

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CORE ELEMENTS OF THE NURSING SERVICE - Page 2

C. Health Education and School Environment

1. To assist in the development of positive health attitudes and practices through formal and informal instruction.

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2. To promote the physical, environmental health and safety for pupils and personnel in the school.

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3. To promote a school atmosphere which focuses on the promotion of health.

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D. Special Needs

1. Participate in the identification and management of pupils suspected of being abused/neglected.

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2. Assist the chronically ill pupil, his/her parents and school staff to understand the illness in relation to school and to make appropriate adjustments to help meet the pupil's special needs.

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3. Assist the handicapped pupil, his/her parents and school staff to understand the handicap in relation to school and to make adjustment to help meet the pupil's special needs.

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Exhibit III (Continued)

PIQUA CITY SCHOOLS - DATA COLLECTION/OBSERVATION DOCUMENT  
CORE ELEMENTS OF THE GUIDANCE PROCESS

Staff Member's Name \_\_\_\_\_ Building of Observation \_\_\_\_\_

Date Observed \_\_\_/\_\_\_/\_\_\_ Observer \_\_\_\_\_ Class Observed \_\_\_\_\_

Time Observation Started \_\_\_\_\_ Time Observation Ended \_\_\_\_\_

=====

Please indicate a level of performance for each component:

I. Unsatisfactory    II. Basic    III. Proficient    IV. Distinguished    V. Not Observed

=====

A. Responsibility to Student/Student Achievement and Groups

1. Plans guidance/counseling activities in accordance with individual differences and needs.

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

2. Gives student(s) time and assistance.

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

3. Uses varied guidance/counseling techniques, strategies, materials, and activities.

a. Guidance materials are organized.

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

b. Communicates at a level students can comprehend.

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

c. Makes students aware of expectations by giving adequate explanations.

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

4. Keeps accurate records of credits, deficiencies, and tries to keep the student/parent informed.

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

CORE ELEMENTS OF THE GUIDANCE PROCESS - Page 2

5. Handles confidential materials and information appropriately.

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B. Responsibility to Staff/Administration/Self

1. Gives and receives constructive criticism and advice in a positive manner.

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2. Exhibits concern for the feelings and opinions of others; is tactful and discreet.

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3. Supports Board of Education policies and administrative rules and regulations.

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4. Is ethical, professional, and objective in carrying out the duties of the position.

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5. Is punctual, dependable, and organized in the performance of guidance duties.

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6. Keeps abreast of developments in guidance/counseling.

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C. Responsibility to Parents and Community

1. Utilizes professional communication techniques with parents.

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CORE ELEMENTS OF THE GUIDANCE PROCESS - Page 3

2. Displays an interest and willingness to participate in parent-teacher groups and committees.

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3. Shows evidence of a genuine interest in the total school community.

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4. Makes practical suggestions for parents to follow in promoting their child's total development.

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Exhibit IV

Application for Assault Leave

Piqua City Schools  
Piqua, Ohio

Staff Member's Name \_\_\_\_\_ Date Submitted \_\_\_\_\_

School Assigned \_\_\_\_\_

The undersigned is hereby making application for the use of assault leave as provided in the agreement between the Piqua Board of Education and the Piqua Education Association.

How many days of assault leave are you requesting? \_\_\_\_\_

Please list those requested dates \_\_\_\_\_

Did you require hospitalization treatment? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, which hospital? \_\_\_\_\_

Please attach a note from the physician describing the nature and duration of disability and the necessity of being absent from regular employment.

Did you contact a law enforcement agency? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, which agency? \_\_\_\_\_

Did you file criminal charges? Yes \_\_\_\_\_ No \_\_\_\_\_

Have you completed the workers compensation forms? Please contact the Treasurer for assistance.

Have you completed an assault report? (Reverse side)

I hereby certify that the above information is accurate.

Sign \_\_\_\_\_

Assault Report

Date of Assault \_\_\_\_\_ Time of Assault \_\_\_\_\_

Place of Assault \_\_\_\_\_ Witnesses \_\_\_\_\_

Check One:

\_\_\_\_\_ The assault took place during regular school hours.

\_\_\_\_\_ The assault took place during an extra-curricular activity.

Please describe the assault: (Use extra sheets, if necessary)

\_\_\_\_\_ Signed

\_\_\_\_\_ Date

Exhibit V

Building: \_\_\_\_\_

I hereby apply to be reimbursed up to \$150.00 per semester hour (or the equivalent) for successful completion of the following courses taken during the period of January 15, 20\_\_ to September 15, 20\_\_ or September 15, 20\_\_ to January 15, 20\_\_

DATE	COURSE NAME	TOTAL COURSE COST	INSTITUTION NAME	# QUARTER HRS Completed	# SEMESTER HRS Completed	AMOUNT DUE
		\$				
		\$				
		\$				
		\$				
		\$				
		\$				
		\$				
		\$				
		\$				
		\$				

Staff Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please indicate if you will be moving up on the salary table to: \_\_BS+15\_\_ Five Year \_\_MA\_\_ MA+10 \_\_MA+30

CHECK LIST

Please return the following items to the Treasurer by September 15, 20\_\_ or January 15, 20\_\_

- \_\_\_\_ Completed Application Form
- \_\_\_\_ Proof of Payment
  - a. Canceled check or statement from the Bursars Office
- \_\_\_\_ Evidence that the course was completed
  - a. Grade Report
  - b. Transcript - only needed if moving over a column on salary table

Your request for reimbursement has been reviewed. Based on the information you have provided, your claim is:

\_\_\_\_ Approved \$ \_\_\_\_\_  
 \_\_\_\_ Denied for the following reasons

PIQUA CITY SCHOOL DISTRICT:

Reviewed by: Jeremis Hittle, Treasurer/CFO Date \_\_\_\_\_

Employee Name _____	Employee Phone Number _____						
Job Title _____	Employee E-mail _____						
Effective Date (to be completed by Employer) _____	Department / Location _____						
<p>Employees who waive medical coverage for themselves or a dependent at Piqua City Schools may be eligible for the voluntary "Health Insurance Opt-Out Benefit" (Cash in lieu of Benefits).</p>							
<p>The following Opt-Out Guidelines are for members enrolled in another employer's integrated group health plan.</p>							
<p>Indicate the box representing the other health insurance in which you or a dependent are enrolled.</p>							
<i>Name of Plan</i>							
<input type="checkbox"/>	Spouse's Employer-Sponsored (Integrated) Plan _____						
<input type="checkbox"/>	Dependent's Employer-Sponsored (Integrated) Plan _____						
<p>Members waiving coverage at Piqua City Schools may be eligible for the following Opt-Out benefits. Check the box based on your situation.</p>							
<p>1) Cost-based Opt-Out Benefit: When an eligible member or dependent utilizes another employer-sponsored (integrated) plan, Piqua City Schools can cover the full premium costs associated with the alternate plan. _____</p>							
<p>2) HSA Equivalent: Additional funding as members utilize other options. Amounts are based on the number of people waiving coverage</p>							
<input type="checkbox"/> <input type="checkbox"/>	<table border="1" style="margin-left:auto; margin-right:auto;"> <thead> <tr> <th style="text-align:center;">Eligible Members Waiving Coverage</th> <th style="text-align:center;">Annual Funding</th> </tr> </thead> <tbody> <tr> <td style="text-align:center;">Single Member</td> <td style="text-align:center;">\$850</td> </tr> <tr> <td style="text-align:center;">Multiple Members</td> <td style="text-align:center;">\$1,700</td> </tr> </tbody> </table>	Eligible Members Waiving Coverage	Annual Funding	Single Member	\$850	Multiple Members	\$1,700
Eligible Members Waiving Coverage	Annual Funding						
Single Member	\$850						
Multiple Members	\$1,700						
<p>3) Integrated HRA: Medical Out-of-Pocket expenses can be reimbursed once a member has incurred costs above the following limits:</p>							
<input type="checkbox"/> <input type="checkbox"/>	<table border="1" style="margin-left:auto; margin-right:auto;"> <thead> <tr> <th style="text-align:center;">Eligible Members Waiving Coverage</th> <th style="text-align:center;">Out-of-Pocket Costs Covered Over</th> </tr> </thead> <tbody> <tr> <td style="text-align:center;">Single Member</td> <td style="text-align:center;">\$1,500</td> </tr> <tr> <td style="text-align:center;">Multiple Members</td> <td style="text-align:center;">\$3,000</td> </tr> </tbody> </table>	Eligible Members Waiving Coverage	Out-of-Pocket Costs Covered Over	Single Member	\$1,500	Multiple Members	\$3,000
Eligible Members Waiving Coverage	Out-of-Pocket Costs Covered Over						
Single Member	\$1,500						
Multiple Members	\$3,000						
<p>Integrated HRA coverage is capped at \$6,650 for a single member and \$13,300 for multiple members.</p>							
<p>The following Opt-Out Guidelines are for those members <u>not</u> enrolled in another employer's integrated group health plan.</p>							
<p>Flat Opt-Out Benefit: Eligible members or dependents who waive coverage at Piqua City Schools and are not enrolled in another integrated employer-sponsored plan can receive the Opt-Out payments below:</p>							
<input type="checkbox"/> <input type="checkbox"/>	<table border="1" style="margin-left:auto; margin-right:auto;"> <thead> <tr> <th style="text-align:center;">Eligible Members Waiving Coverage</th> <th style="text-align:center;">Annual Opt-Out Payment</th> </tr> </thead> <tbody> <tr> <td style="text-align:center;">Single Member</td> <td style="text-align:center;">\$5,000</td> </tr> <tr> <td style="text-align:center;">Multiple Members</td> <td style="text-align:center;">\$10,000</td> </tr> </tbody> </table>	Eligible Members Waiving Coverage	Annual Opt-Out Payment	Single Member	\$5,000	Multiple Members	\$10,000
Eligible Members Waiving Coverage	Annual Opt-Out Payment						
Single Member	\$5,000						
Multiple Members	\$10,000						
<p><b>NOTES:</b></p> <ul style="list-style-type: none"> <li>• For purposes of calculating an Opt-Out Credit, the costs of "alternative health coverage" will include the impact of a "spouse surcharge" and "waiver allowance" or other such monies that affect the member due to change in the insurance election with the alternate resource.</li> <li>• The tax treatment of premiums will be taken into consideration for those members electing a plan that is not benefiting from "pre-tax" treatment such as a 125 plan. In the event that this is applicable, the cost of the resource will be "grossed up" an additional 30% to account for the change in taxation.</li> <li>• Payments will begin on the first pay period following the effective date of enrollment changes. Recurring payments follow the normal payroll schedule.</li> <li>• For those on an integrated plan the maximum benefit for single coverage is \$12,000 per year and the maximum benefit for family coverage is \$24,000 per year.</li> <li>• The Opt-Out Benefit is contingent upon continued employment with Piqua City Schools.</li> <li>• Before approval, EMS will request documentation to verify premium payments and/or payroll deductions for other coverage.</li> </ul>							
<p>By signing below you confirm that the above information is true, and you agree to notify EMS if your enrollment or other information changes. You further attest that enrollment changes are made voluntarily and that all liability is assumed by the employee or member impacted by the enrollment change. Piqua City Schools reserves the right to recoup Opt-Out benefits paid if an employee fails to notify EMS of enrollment changes or makes any other misrepresentations.</p>							
<p>If approved, I agree to participate in the Piqua City Schools Opt-Out Program.</p>							
Employee Signature	Date						



Exhibit VII

PIQUA CITY SCHOOLS  
 215 Looney Road  
 Piqua, Ohio 45356  
 (937) 778-4512

**EMERGENCY PERIOD SUBSTITUTE/INTERNAL SUBSTITUTING PAY VOUCHER**

Staff Member \_\_\_\_\_

SS # \_\_\_\_\_

Building: \_\_\_\_\_

*I have performed Emergency Period Substitute/Internal Substituting as follows:*

Date of Substituting	Staff Member Absent	Check Type of Substituting	Period (if Planning Period)	≥3 Extra Students (check one)	Treasurer's Office Use Only
		<input type="checkbox"/> Planning Period <input type="checkbox"/> ≥3 extra Students <input type="checkbox"/> Full class		<input type="checkbox"/> ≥3 students (morning) <input type="checkbox"/> ≥3 students (afternoon) <input type="checkbox"/> Full class whole day	
		<input type="checkbox"/> Planning Period <input type="checkbox"/> ≥3 extra Students <input type="checkbox"/> Full class		<input type="checkbox"/> ≥3 students (morning) <input type="checkbox"/> ≥3 students (afternoon) <input type="checkbox"/> Full class whole day	
		<input type="checkbox"/> Planning Period <input type="checkbox"/> ≥3 extra Students <input type="checkbox"/> Full class		<input type="checkbox"/> ≥3 students (morning) <input type="checkbox"/> ≥3 students (afternoon) <input type="checkbox"/> Full class whole day	
		<input type="checkbox"/> Planning Period <input type="checkbox"/> ≥3 extra Students <input type="checkbox"/> Full class		<input type="checkbox"/> ≥3 students (morning) <input type="checkbox"/> ≥3 students (afternoon) <input type="checkbox"/> Full class whole day	
		<input type="checkbox"/> Planning Period <input type="checkbox"/> ≥3 extra Students <input type="checkbox"/> Full class		<input type="checkbox"/> ≥3 students (morning) <input type="checkbox"/> ≥3 students (afternoon) <input type="checkbox"/> Full class whole day	
		<input type="checkbox"/> Planning Period <input type="checkbox"/> ≥3 extra Students <input type="checkbox"/> Full class		<input type="checkbox"/> ≥3 students (morning) <input type="checkbox"/> ≥3 students (afternoon) <input type="checkbox"/> Full class whole day	
		<input type="checkbox"/> Planning Period <input type="checkbox"/> ≥3 extra Students <input type="checkbox"/> Full class		<input type="checkbox"/> ≥3 students (morning) <input type="checkbox"/> ≥3 students (afternoon) <input type="checkbox"/> Full class whole day	
<b>Total Due:</b>					

Article III, Section A, Item 4, Letter C: In order to qualify for internal substitute pay, the staff member's absence must be reportable on the electronic leave request.

Article III, Section A, Item 4, Letter D: Maximum compensation per day for internal substituting will be one (1) period for staff members teaching in the secondary buildings and forty-five (45) minutes for staff members teaching in the elementary buildings. If a principal should find it necessary to parcel out students to one or more classrooms while attempting to secure a substitute teacher, staff members who have been allocated three (3) or more students from the school start time until lunch and/or from lunch until the school end time shall be compensated for forty-five (45) minutes up to two (2) times per day.

Article III, Section A, Item 4, Letter E: If the teacher elects to combine their class with another *full* class for the entire day, the teacher will be paid at the daily sub rate.

Please return the form to the principal for certification and submission with the Payroll Adjustment Form. Payment will be made on the next paydate after submission to the Treasurer.

\_\_\_\_\_  
 Staff Member's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Administrator/Supervisor

\_\_\_\_\_  
 Date

Exhibit VIII

PIQUA CITY SCHOOLS  
PIQUA, OHIO

STAFF DEVELOPMENT PROGRAM GUIDELINES

The following guidelines have been established for earning staff development credit:

- I. One day (6 hours) of staff development credit must be earned each year, pro rata.

Staff development credit must be earned yearly between June 1 and the following May 31. Staff development credit must be used during the year in which it is earned and may not be carried over into the next year. Staff members who achieve six or more hours of staff development credit will not be required to attend the District In-Service Day.

Staff members can expect to be notified a minimum of three (3) times per year as to the number of staff development credit hours earned to date.

***Staff members who do not achieve at least six (6) hours of staff development credit will have their salary reduced proportionally.***

- II. Staff development credit can be earned if the activity relates only to the staff member's primary assignment. It may also be related to staff evaluations.

- III. Eligible staff development programs must be conducted on regularly scheduled staff development days or at a time other than the scheduled work day. Eligible activities include:

- \*Piqua City Schools' workshops
- \*WEOA Day activities
- \*Miami and Shelby County Consortium activities
- \*Summer Renewal programs
- \*Time spent as a presenter at a staff development activity
- \*Any **required** in-services **outside** the scheduled work day
- \*Approved individual options

The above items are listed as examples and are not intended to be all inclusive.

- IV. The Building Labor Management Committee will review each staff member's hours of those primarily teaching in their building to determine acceptability.

- V. The Building Labor Management Committee will keep a current list of accumulated approved hours by individual staff member. Staff members can expect to be notified a minimum of three (3) times per year as to the number of staff development credit hours earned to date.

- VI. Staff members are required to apply for approval to receive staff development credit for any program not sponsored by Piqua City Schools. Staff members are encouraged to inquire in advance as to the appropriateness of their activity.

Staff members must submit the application to the building principal. It will then be forwarded to the Building Labor Management Committee for recordkeeping purposes.

- VII. By June 1 of each calendar year the Building Labor Management Committee will send a list of accumulated approved hours by individual staff member to the Assistant Superintendent. A summary of this information will then be forwarded to the Association President by August 1.

- VIII. If there is a concern regarding the appropriateness of a particular staff development activity, the District In-service Committee will determine if staff development credit will be issued. These decisions will be final.
- IX. Courses or workshops taken for the purpose of gaining graduate credit will not count toward in-service credit.
- X. A staff member who is paid for attending or presenting at a workshop is not eligible for staff development credit unless such payment is in the form of expenses only.
- XI. Staff members on extended leave may petition the District In-service Committee in writing for a waiver of all or part of the required six (6) hours.
- XII. Building level staff development required prior approval of the District In-service Committee.

**PIQUA CITY SCHOOLS  
COMMONLY ASKED QUESTIONS ABOUT  
PIQUA'S STAFF DEVELOPMENT PROGRAM**

- 1. Q. Is it possible to earn state development continuing education units (CEU's) and Piqua City School staff development credit at the same meeting?
  - A. Yes, many workshops which are at least four hours in length will offer CEU's through the State Department of Education. In most cases it will be to your advantage to accept the CEU's as well as apply for staff development credit. Receiving CEU's does not prohibit you from also receiving staff development credit. However, if used for staff development credit, it would not qualify for reimbursement as outlined in Article III, Section B, Professional Growth Reimbursement, of the Agreement.
- 2. Q. If I get more than six (6) hours of staff development credit in any one (1) year, can I "carry over" the extra to the next year?
  - A. Staff development credit in excess of six (6) hours may not be carried over from year to year. Staff members are paid for three (3) staff development days per contract year; therefore, the staff development hours must be earned during each of the contract year.
- 3. Q. If I attend an out-of-town workshop during school hours, may I count those hours toward my staff development credit?
  - A. Any workshop hours taken during the normal school day will not count toward in-service credit unless they are earned on regularly scheduled in-service days.
- 4. Q. Suppose I attend a workshop on a school day that extends into the evening hours; what portion of the workshop, if any, may I count toward staff development credit?
  - A. The portion of the workshop which extends to after-school hours may be counted toward staff development credit if it meets Piqua City Schools' criteria. You may count hours which are direct "contact" hours exclusive of breaks, dinner, etc.
- 5. Q. Do staff meetings and grade level/department meetings count as staff development?
  - A. No, not unless they have been specified as counting toward staff development credit.
- 6. Q. When a Piqua staff member is a presenter or is paid a stipend to attend a workshop held at times other than the normal workday, is he/she eligible for staff development credit?
  - A. A staff member who is paid for attending or presenting at a workshop is not eligible for staff development credit unless such payment is in the form of expenses only.

7. Q. How will I know how much staff development credit I have earned if I don't keep my own records?
- A. The official record of your staff development credit will be kept by the Building Labor Management Committee. It is important you sign the workshop attendance sheets or turn in your staff development request form for each workshop you attend. You can expect to be notified a minimum of three times yearly as to the number of staff development credits earned. The Assistant Superintendent will receive an official listing from each Building LMC by May 31 of each year.
8. Q. Do I need written pre-approval to attend a workshop sponsored by Piqua City Schools?
- A. No. However, if there is any question as to the appropriateness of a particular workshop, even during the summer months, it is highly advisable to check with your Building Labor Management Committee Representative, building Principal, or the Assistant Superintendent to get an opinion before you attend the meeting. If you assume it will count and do not inquire before attending, you assume the risk of being denied staff development credit.
9. Q. Suppose I submit a request for staff development credit and my Building Labor Management Committee denies the request, may I appeal to someone else for approval?
- A. Yes, you may appeal to the District In-service Committee, whose decision will be final.
10. Q. Do I need to fill out a Staff Development Request Form every time I participate in a staff development activity?
- A. No, that form needs to be completed only when you are requesting credit from an in-service that was not sponsored or co-sponsored by the Piqua City Schools. For every non-Piqua sponsored workshop you attend, we ask that you complete a Request Form and return it even if you are beyond the minimum six (6) hours. We want to keep accurate records to be used in reporting to the Board of Education and public regarding the number of hours earned by our staff members.
11. Q. What are some examples of unacceptable staff development as it applies to this provision?
- A. Graduate classes, state-mandated training sessions (such as Sports Medicine, Child Abuse Prevention, etc.), classes not applying to your current assignment, classes applying to a supplemental position and those [to be] used for reimbursement purposes, as provided for in Article III, Section B, of the Agreement.
12. Q. If I take CPR training for six hours, may I count all the six hours toward my staff development credit?
- A. The maximum amount of staff development credit which may be earned for CPR training is any one year, for any staff member is two.
13. Q. I am taking a workshop where graduate credit is *automatically* given. May I still get staff development credit?
- A. Yes, if you attend a workshop where there is no choice as to the receipt graduate Credit, you may still be eligible for staff development credit if the workshop meets Piqua Schools' criteria, if you are not asking for reimbursement, and it's not being used for salary schedule advancement.

**PIQUA CITY SCHOOLS  
STAFF DEVELOPMENT CREDIT REQUEST FORM**

Please complete this form when you are interested in receiving STAFF DEVELOPMENT CREDIT for a workshop you attended which was not sponsored by Piqua City Schools. Six hours of STAFF DEVELOPMENT CREDIT are required each year.

_____	_____	_____	_____
<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>BUILDING PRIMARY ASSIGNMENT</b>	<b>DATE</b>

_____	_____	_____
<b>HOURS (Excluding meals)</b>	<b>START/STOP TIMES</b>	<b>WORKSHOP NAME</b>
_____	_____	<b>LOCATION</b>

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Principal: \_\_\_\_\_ DATE: \_\_\_\_\_

Building LMC Rep: \_\_\_\_\_ DATE: \_\_\_\_\_

**OPTIONAL WORKSHOP OVERALL EVALUATION**

(Poor) 1 2 3 4 5 6 7 8 9 10 (Excellent)  
(circle one)

Please list two major benefits this workshop provided you as a professional:

1. \_\_\_\_\_
2. \_\_\_\_\_

Would this workshop be one which would be worthwhile to host in Piqua?      Yes      no      (circle one)

If so, who is the contract person or organization? \_\_\_\_\_

**PLEASE RETURN TO YOUR BUILDING PRINCIPAL. ATTACH A COPY OF THE WORKSHOP AGENDA IF AVAILABLE.  
THANK YOU FOR YOUR HELP**

## Exhibit IX

PIQUA CITY SCHOOLS  
719 East Ash Street  
Piqua, OH 45356

### **SICK LEAVE BANK GUIDELINES**

1. Effective August 1, 1998, a sick leave bank was established for use by the Association Members.
2. The Treasurer will maintain all records and documentation for the employees' donation of days, use of sick leave days and the accumulated balance in the sick leave bank.
3. The Sick Leave Bank Donation/Application Form will be used. To make voluntary deductions into the Sick Leave Bank, the Association Member will complete Section I of the form. Section II of the form is used to make application to use sick leave days from the Bank. The Sick Leave Bank Review Panel will complete Section III.
4. In May of each school year, the Treasurer will distribute forms to all Association Members, offering them the opportunity to voluntarily donate up to five (5) days sick leave to the Sick Leave Bank. Days may be donated in half day and full day increments only. The staff member will complete and sign Section I, and forward the form to the Treasurer by May 15. A maximum of five (5) days may be donated to the sick leave bank in one year (August 1 through July 31.)
5. The Treasurer will deduct the donated day from the Association Member's accumulated sick leave balance and transfer it to the Piqua City School District Sick Leave Bank. The Treasurer will act as custodian of this account and forward a report of the Sick Leave Bank activity to the Association President by August 1 of each year.
6. Should the accumulated balance in the Sick Leave Bank reach five (5) days or less, the Treasurer will notify the Association President. Sick Leave Bank Donation Forms will be forwarded to the Association Members offering the opportunity to donate to the bank. Deadline for returning the forms will be fifteen (15) working days after distribution by the Treasurer.
7. When a staff member exhausts the accumulated sick leave balance and any advanced days, he/she may apply for up to ten (10) sick leave days from the sick leave bank if he/she has a serious health condition as defined in the Family and Medical Leave Act of 1993. The staff member shall complete Section II of the Sick Leave Bank Donation/Application Form, sign and date the form. The completed form and the doctor's not shall be submitted to the Superintendent.
8. The Sick Leave Bank Review Panel, which consists of the Association President/Designee and the Superintendent/Designee, will meet within ten working days to review the application. If more information is needed, the Review Panel will contact the staff member for clarification. The Review Panel will approve or deny the form, giving an explanation for denial, and forward the decision to the staff member.
9. Information submitted under Section II of the Sick Leave Bank Donation/Application Form is confidential and is not public in accordance with the provisions of the Open Records Act.