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## CONTRACT

BETWEEN THE

**PRINCETON BOARD OF EDUCATION**

AND THE

**PRINCETON ASSOCIATION OF  
CLASSROOM EDUCATORS**

**July 1, 2016– June 30, 2019**

## TABLE OF CONTENTS

ARTICLE I: GENERAL PROVISIONS .....	1
1.01 Definitions	1
1.02 Recognition/Bargaining Unit	1
1.03 Bargaining Procedures	2
ARTICLE II: GRIEVANCE PROCEDURES .....	2
2.01 Definition of Grievance	2
2.02 Initiation and Processing	2
ARTICLE III: PACE RIGHTS .....	4
3.01 Use of Equipment	4
3.02 Use of Buildings	4
3.03 Use of Bulletin Boards	4
3.04 PACE/Administration Meetings	5
3.05 PACE Payroll Dues Deduction	5
3.06 Fair Share Fee	5
3.07 PACE Leave	7
3.08 Bargaining Unit Seniority List	7
3.09 Board Committee Representative	8
3.10 PACE Meeting Time	8
3.11 Board Information	8
3.12 PACE President	8
ARTICLE IV: MEMBER RIGHTS AND PROTECTION .....	9
4.01 No Discrimination – No Reprisal	9
ARTICLE V: EMPLOYMENT PRACTICES .....	9
5.01 Contracts	9
5.02 Sequence of Limited Contracts	9
5.03 Contract Nonrenewal	11
5.04 Joint Service Contract	11
5.05 Copy of Contract	12
5.06 Transfers	12
5.07 Assignments	13
5.08 Vacancies	13
5.09 Addition of Responsibilities	14
5.10 Evaluation Procedures	14
5.11 Complaint Procedure	16
5.12 Reduction in Force	16
5.13 Teacher Directory	18
5.14 Member Personnel Files	18
5.15 Resident Educator Programs	19
5.16 Local Professional Development Committee	19

5.17	Master Teachers	19
5.18	Employment of Substitute Licensed Members	20
5.19	Member Attire	21
5.20	Professional Development Committee	21
 ARTICLE VI: LEAVES OF ABSENCE .....		21
6.01	Family and Medical Leave Act	21
6.02	Personal Leave	21
6.03	Intentional Injury Leave	22
6.04	Sick Leave	22
6.05	Sick Leave Bank	24
6.06	Unpaid Leaves of Absence	26
6.07	Sabbatical Leave	27
6.08	Jury Duty/Witness/Court Service	29
6.09	Wage Continuation in Lieu of Worker's Compensation	29
 ARTICLE VII: COMPENSATION & PAYROLL PRACTICES .....		29
7.01	Salary Schedule Placement	29
7.02	Hourly Pay	31
7.03	Supplemental Contracts and Salaries	31
7.04	Extended Service	32
7.05	Master Teacher	32
7.06	Pay Periods/Deductions	33
7.07	Travel Expense Reimbursement	34
7.08	Tuition Reimbursement	34
7.09	Board Reporting of Employee Contributions to STRS	34
7.10	Severance Pay	35
7.11	Increased Instructional Time	36
7.12	Employee Assistance Program	36
7.13	Flexible Fringe Benefit Program	37
 ARTICLE VIII: INSURANCE PROGRAMS .....		37
8.01	Benefits Eligibility	37
8.02	Benefits Committee Structure	37
8.03	Hospital/Medical Insurance	38
8.04	Dental Insurance	39
8.05	Term Life Insurance	40
8.06	Liability Insurance	40
8.07	Application for Coverage	40
8.08	Period of Coverage	40
8.09	Insurance Information	40
8.10	Changes in Benefits or Coverage	41
 ARTICLE IX: INSTRUCTIONAL CONDITIONS .....		41
9.01	Member Contract Year/Workday/Lunch Period	41

9.02	Contract Day and Teacher Load	43
9.03	Protection of Teachers	45
9.04	Job Descriptions	45
9.05	Department Heads and Team Leaders	45
9.06	Job Sharing	45
9.07	Dual Certification	46
ARTICLE X: DISCIPLINE .....		46
10.01	Discipline	46
10.02	PACE Representation	47
10.03	Pre-Disciplinary Hearing	47
10.04	Disciplinary Procedure for Suspension and/or Termination	48
10.05	Appeal Procedure	48
ARTICLE XI: MANAGEMENT RIGHTS .....		48
11.01	Management Recognition	48
11.02	Policies and Regulations	49
11.03	Integrity of Contract	49
ARTICLE XII: DURATION .....		50
12.01	Term of Contract	50

## APPENDIX

## **ARTICLE I: GENERAL PROVISIONS**

### **Preamble**

The Board of Education of the Princeton City School District (hereinafter referred to as the "Board") and the Princeton Association of Classroom Educators (hereinafter referred to as "PACE"), as parties to this Contract, recognize that together they provide services essential to the well-being of the students in the Princeton City Schools.

#### **1.01 Definitions**

- 1.011 All references to time periods in days shall mean those days that are part of the regular member contract year. Days shall be counted commencing with the day after the initiating event as the first day.
- 1.012 A "full-time" member means a member assigned to an eight (8) hour workday.
- 1.013 A "part time" member means a member assigned to a workday less than eight (8) hours.
- 1.014 "License" or "licensure" shall be substituted for "certificate" or "certification", where appropriate.

#### **1.02 Recognition/Bargaining Unit**

- 1.021 The Board hereby recognizes that PACE, an affiliate of the Ohio Education Association (OEA), the Southwestern Ohio Education Association (SWOEA), and the National Education Association (NEA), is the sole and exclusive bargaining agent for all certified personnel employed by the Board as set forth below.
- 1.022 The group of represented employees shall be referred to herein as the "bargaining unit" and any teacher represented as a member of the bargaining unit shall be referred to herein as a "member". The bargaining unit shall be defined as including: all full and regular part-time certificated personnel including all teachers, substitute teachers holding a valid teaching certificate on a salaried regular contract basis, counselors, media specialists, nature center personnel, nurses, librarians, psychologists, speech and hearing specialists, hourly paid tutors, teachers in the pre-school, and auxiliary services teachers excluding: management-level employees, supervisors and confidential employees as defined in Ohio Revised Code (ORC) Section 4117.01, substitute teachers who are not on a salaried regular contract basis, persons who no longer hold valid certificates, persons employed less than thirty (30) days pending receipt of background check and criminal record investigation, and all other employees.

1.023 The rights granted herein to PACE shall not be granted or extended to any competing labor organization.

### **1.03 Bargaining Procedure**

1.031 This Contract is negotiated pursuant to ORC Chapter 4117, concerning the wages, hours, terms and other conditions of employment for the members of the bargaining unit defined herein. The parties agree that ORC Chapter 4117 shall govern the procedures of bargaining between the Board and PACE.

1.032 If, during the life of the contract, issues arise which materially affect wages, hours, terms and conditions of employment, which matters were not sufficiently covered by the existing Collective Bargaining Contract, such issues shall be addressed between the parties by collective bargaining and the parties shall bargain in good faith until impasse or resolution.

## **ARTICLE II: GRIEVANCE PROCEDURES**

### **2.01 Definition of Grievance**

A grievance is a claim or complaint by a member or group of members or PACE that there has been a violation of any provision of this Contract.

### **2.02 Initiation and Processing**

The parties agree to the following procedures. PACE and the Human Resources Director agree a grievance can be initiated at the level which the Administrator/Supervisor has the authority to resolve the grievance.

2.021 Level One is:

The grievant and/or PACE shall first discuss the grievance with his immediate supervisor, with the objective of resolving the matter informally. The grievant and/or PACE must advise the immediate supervisor that the grievant considers the issue a possible violation of the Master Contract.

2.022 Level Two is:

A. If the grievant is not satisfied with the disposition of his grievance, he may file a written grievance. The written grievance must be submitted to the grievant's principal, or supervisor, or their designee within fifteen (15) working days of the event causing the grievance. The written grievance must contain a full statement of the facts constituting the alleged violation. Once the grievance is reduced to writing, a PACE representative may represent the grievant. Neither the Board nor Administration will

recognize any representative of any teacher organization other than PACE and its affiliates.

- B. The principal, supervisor, or designee may conduct a grievance hearing if such hearing is necessary to resolution of the grievance.
- C. The principal, supervisor or designee should communicate his decision in writing to the grievant within five (5) working days after receipt of the written grievance.

2.023 Level Three is:

Within five (5) working days of receipt by the grievant of the decision rendered by the principal or supervisor, such decision may be appealed to the Superintendent. The grievance/appeal shall include when applicable:

- A. A copy of the decision and the grounds for appeal.
- B. A copy of the grievance.
- C. The appeal should be heard by the Superintendent or his designee within fifteen (15) working days of receipt. Written notice of the time and place shall be given to the grievant and PACE at least five (5) working days prior to the hearing.
- D. Within five (5) working days of hearing the appeal, the Superintendent should communicate to the grievant his written decision. A copy of the decision shall be sent to PACE.

2.024 Level Four is:

- A. If PACE is not satisfied with the disposition after receipt of the Level Four decision, PACE may submit the grievance to Arbitration. The arbitration process shall be administered by the American Arbitration Association under its Labor Arbitration Rules. The parties agree to accept the arbitrator's award as final and binding on them unless appealed by either party to the Court of Common Pleas in accordance with Ohio Law.
- B. No grievance will be arbitrable unless PACE provides written notice of its intent to arbitrate within sixty (60) working days of the event causing the grievance.
- C. An arbitrator shall have no authority to add to, subtract from, or modify the terms of this Contract.

- D. The time limits set forth herein shall be strictly applied. The parties may extend the time limits by mutual Contract in writing.
- E. Arbitration shall be the sole and exclusive remedy for redress of grievances arising out of any provisions of this Contract.
- F. Both parties shall have the right to seek enforcement of an arbitrator's award in the Court of Common Pleas.
- G. The cost of the arbitration shall be shared equally by both parties. In cases where either party postpones or cancels a scheduled arbitration, that party shall pay the full cost of any rescheduling fee or cancellation fee.
- H. Claims that have not been raised prior to arbitration may not be raised at arbitration unless three (3) calendar days' notice is provided to the Board's counsel.

### **ARTICLE III: PACE RIGHTS**

#### **3.01 Use of Equipment**

- 3.011 PACE shall have the right to use and/or have access to Board office equipment, computers/e-mail, telephones, and audio-visual equipment, at reasonable times when such equipment is not otherwise in use. PACE shall have access to inter-office mail system.
- 3.012 PACE shall pay reasonable costs for all materials and supplies incident to such use.

#### **3.02 Use of Buildings**

Provided prior approval from the building principal, or Superintendent's representative is attained, PACE and its representatives shall have the right to use Board buildings prior to or at the conclusion of the member workday. No charge shall be made for use of instructional rooms. Use of buildings shall not conflict with other scheduled events. Approval for use of the building will not be unreasonably withheld.

#### **3.03 Use of Bulletin Boards**

PACE shall have the right to post notices of activities and matters of PACE concern on designated bulletin boards, at least one (1) of which shall be provided in each building or facility to which members may be assigned. PACE may use the member mailboxes for communication to members.

### **3.04 PACE/Administration Meetings**

- 3.041 Regular meetings between the Administration and PACE shall be scheduled and convened to discuss matters of mutual concern. Specific grievances shall not be discussed, nor shall the meetings be considered collective bargaining sessions.
- 3.042 A committee consisting of the Superintendent or designee, and other administrative representatives (board employees) shall constitute the Administration Committee. A committee of the PACE President, or designee, and other PACE representatives (members) shall constitute the PACE Committee. Each committee may be assisted by one non-employee representative, who shall be able to fully participate in the discussion, when the committees mutually agree that an agenda item impacts upon, or requires an interpretation of, an express provision of this Contract. Participation of a non-employee representative at a PACE/Administration meeting is limited to the agenda item previously designated by the committees, as a collective bargaining contract issue.
- 3.043 Preparation of an agenda shall alternate between the Administration Committee and the PACE Committee and shall be submitted to the other committee prior to the meeting.
- 3.044 Meetings shall be scheduled on a mutually convenient date, not less than quarterly.

### **3.05 PACE Payroll Dues Deduction**

- 3.051 Payroll deductions of the total affiliated PACE dues shall be provided at no cost to the member. Members may at any time sign and deliver to the Board an authorization form requesting payroll deduction of total affiliated PACE membership dues and assessments. Such authorization shall continue in effect until such time that said member gives written notice to the Board to discontinue such deductions or employment with the Board terminates. PACE dues will be deducted in equal amounts beginning within fourteen (14) days of receipt of the signed authorization form and ending with the May deduction.
- 3.052 All money so deducted shall be direct deposited into the PACE account. A list of employees for whom deductions were made and the amount for each said employee will be sent to the PACE Treasurer. If a member gives written notice to the Board Treasurer to discontinue such deductions, the Board Treasurer shall provide to the PACE Treasurer the names of said members at the time that said dues are remitted.

### **3.06 Fair Share Fee**

- 3.061 The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of PACE, a fair share fee for PACE'S

representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan or ideological causes not germane to PACE'S work in the realm of collective bargaining.

3.062 A list of all fee payers and notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of PACE, shall be transmitted by PACE to the Treasurer of the Board on or about September 15<sup>th</sup> of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to PACE.

A. All fair share fee payers – Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31<sup>st</sup>.

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

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

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

3.065 Upon timely demand, non PACE members may apply to OEA for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by OEA/ PACE.

3.066 PACE, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- (A) The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- (B) PACE shall reserve the right to designate counsel to represent and defend the employer;
- (C) The Board agrees to:
  - (1) give full and complete cooperation and assistance to PACE and its counsel at all levels of the proceeding,
  - (2) permit PACE or its affiliates to intervene as a part if it so desires, and/or
  - (3) to not oppose PACE or its affiliates' application to file briefs amicus curiae in the action.
- (D) The Board acts in good faith compliance with the fair share fee provision of this Contract; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or intentionally or will fully misapplies such fair share fee provision herein.

### **3.07 PACE Leave**

3.071 The Board shall grant as PACE leave a total of thirty (30) paid working days to be used by one or more members for the purpose of attending a PACE convention, meeting or conference.

- A. Unused PACE leave days shall accumulate from year to year to a maximum of forty (40).
- B. A member requesting to use PACE leave must first notify the president and then notify the principal, or the Human Resources Department, at least ten (10) days prior to the date of such leave or as soon as possible.
- C. For each teacher who is absent on PACE leave for one (1) day, one (1) day's leave shall be subtracted from the balance of PACE leave days until all of the days have been used.

3.072 Additional time may be granted only with the approval of the Superintendent.

### **3.08 Bargaining Unit Seniority List**

3.081 PACE shall be provided electronically a list of all members' names and addresses by November 1 of each year.

3.082 PACE shall be provided electronically with the names and addresses of newly appointed members within ten (10) days of employment.

3.083 PACE shall be provided with an electronic copy of the member seniority list by area of certification by November 1 of every year.

### **3.09 Board Committee Representative**

PACE shall have the right to appoint all member representatives to any committee established by the Board or Administration to address the wages, hours, or terms and other conditions of employment and/or any existing provision of this Contract.

### **3.10 PACE Meeting Time**

The first Wednesday of every month shall be considered an unencumbered day so that all members may have the opportunity to attend PACE meetings. The Board shall make every effort to keep the hours of 4:00-6:00 p.m. clear and free for such purpose. It is understood that extracurricular activities such as clubs and athletic teams are excluded from this provision.

### **3.11 Board Information**

3.111 The President of PACE will receive copies of the Board agenda electronically on the Friday prior to any meeting of the Board as well as copies of the Board approved minutes within five (5) workdays of approval.

3.112 The Board of Education will provide copies of new board policies to the PACE President.

3.113 PACE shall be provided a minimum of one (1) hour during the new teacher orientation day.

3.114 All applications for grants which necessitate the waiver of any right, privilege, compensation or benefit whatsoever under the collective bargaining Contract between the Board of Education and PACE must have the prior approval of PACE or such waiver shall not be effective.

### **3.12 PACE President**

The President of PACE shall not be assigned home base or advisory responsibilities and he/she shall have no "duties" as that term is used to define non-instructional periods.

## **ARTICLE IV: MEMBER RIGHTS AND PROTECTION**

### **4.01 No Discrimination - No Reprisal**

- 4.011 The Board agrees that it will in no way discriminate against or between members covered by this Contract because of their race, creed, religion, color, national origin, ancestry, age, sex, marital status, disability, sexual orientation, or gender identity. The provisions of this section are subject to the grievance procedure except grievances filed alleging a violation of this section are not arbitrable.
- 4.012 The Board and PACE agree that neither will discriminate against any member with respect to wages, hours, or any terms or conditions of employment, or take reprisals against any member for his participation or non-participation in concerted activities and/or membership or non-membership in PACE.
- 4.013 The Princeton City Board of Education agrees to uniformly apply all policies, rules, regulations and administrative rules and regulations to all members throughout the Princeton City School System.

## **ARTICLE V: EMPLOYMENT PRACTICES**

### **5.01 Contracts**

- 5.011 The limited contract is a Contract between the member and the Board of Education. A limited contract is binding for a specified length of time not to exceed three (3) years.
- 5.012 The continuing contract is a Contract between the member and the Board of Education. A continuing contract is binding until the member resigns, elects to retire, or until the member is terminated or suspended, pursuant to this Contract.
- 5.013 A supplemental contract is a special form of limited contract and is a Contract between the member and the Board of Education whereby the member agrees to perform some particular duty or duties in addition to regular teaching duties in exchange for a specified additional compensation. It may supplement either a limited contract or a continuing contract. Supplemental contracts are binding for the term specified.
- 5.014 Letters of resignation will not be requested of new employees after the initial contract offer.

### **5.02 Sequence of Limited Contracts**

- 5.021 A member employed pursuant to an individual limited contract shall, if such contract is renewed, be awarded a limited contract as follows:

- A. After the first (1<sup>st</sup>) year of continuous employment, a one (1) year limited contract;
- B. After the second (2nd) year of continuous employment, a one (1) year limited contract;
- C. After the third (3rd) year of continuous employment, a two (2) year limited contract;
- D. After the fifth (5th) year of continuous employment, a two (2) year limited contract;
- E. After seven (7) years of continuous employment, series of three (3) year limited contracts.

If a member's summative evaluation rating is Developing or Ineffective and the teacher has been given an Improvement Plan, the District may deviate from the above-outlined progression one time during a member's career with the District. If a member's summative evaluation rating is Accomplished or Skilled, the District shall proceed through the sequence of limited contracts, or the District may deviate from the progression one time during a member's career with the District and award a longer-term limited contract than the member would have received otherwise.

5.022 No member shall have a right to a continuing contract unless such member has given a request to be considered for a continuing contract by August 20. A member must complete the appropriate length of service and have the proper certification on file with the Superintendent's office. The purpose of this provision is to allow the Board sufficient time to conduct an evaluation prior to making the decision to grant or deny a continuing contract. A member may withdraw this request for consideration at any time prior to the Board taking action on the member's contract.

The provisions of this Article are intended to supersede any conflicting provisions of Ohio Revised Code sections 3319.08 and 3319.11 regarding the issuance of continuing contracts.

5.023 A. Tutors holding appropriate teaching certificates and who qualify with length of service shall be granted a continuing contract as a tutor. Tutors employed pursuant to a continuing tutor contract shall have seniority as a tutor and shall have displacement rights over less senior tutors holding continuing contracts, and over tutors employed pursuant to a limited tutor contract.

- B. A continuing tutor contract shall not be a guarantee of a number of students, or a guarantee of a minimum number of work hours.
- C. Tutors shall have no right to displace classroom teachers, or other certificated personnel, except other tutors, during a reduction in force.

#### **5.03 Contract Nonrenewal**

The nonrenewal of a member's limited contract shall be governed by the applicable sections of the Ohio Revised Code. Any member employed under a limited service contract which is not to be renewed shall be notified in writing on or before the deadline set forth in Ohio Revised Code section 3319.11, which as of the effective date of this contract is June 1<sup>st</sup>.

#### **5.04 Joint Service Contract**

Notwithstanding ORC 3319.08 any newly hired member to the district who is employed to teach and to perform extracurricular duties as head coach of football or girls' basketball or boys' basketball shall be employed on a joint service contract.

- 5.041 The Board shall enter into a written joint service contract for the employment and reemployment of such member. Such contract shall advise the member of the terms of this provision. Such contract shall be a limited contract for a term of one (1) year minimum, up to a maximum term of five (5) years. Such written contract shall specify the salary and compensation to be paid for teaching and coaching duties, either or both of which may not be diminished during the term for which the contract is made, except as provided in Sections 5.11 of this Contract.
- 5.042 The joint service contract shall not be subject to the provisions of ORC 3319.11 or 3319.111. The provisions of both 3319.11 and 3319.111 are superseded and replaced by the provisions of this Contract.
- 5.043 Should the Board wish to non-renew the joint service contract of a member, the Board shall notify the member in writing on or before May 15, including whether the non-renewal is based on the teaching duties of his or her contract or coaching duties. If the non-renewal is based on teaching duties, and the Board has not completed the evaluation procedure in Section 5.08 of this contract, the member is deemed to be reemployed on a one-year limited contract for the subsequent school year. If the non-renewal is based on performance of extracurricular duties, the member shall be entitled to a conference with the Superintendent to present information pertaining to the recommendation. The member shall have the right to be accompanied by a PACE Representative. This conference shall take place before the Board meeting at which the contract non-renewal will be enacted.
- 5.044 The non-renewal of a joint service contract for reasons related to teaching duties is governed by Section 5.03 of this Contract. The non-renewal of a joint service

contract for reasons related to the performance of extracurricular duties is not subject to appeal, grievance or arbitration.

5.045 A member employed under a joint service contract cannot resign from part of the responsibilities and retain employment under the remaining responsibilities, without the approval of the Board. A member resigning from either teaching, or supplemental responsibilities without approval shall be deemed to have resigned from all employment.

#### **5.05 Copy of Contract**

5.051 The Board shall print fifty (50) copies of this Contract for distribution to PACE. PACE shall pay one-half (1/2) of the cost of such printing. The Association President shall be provided a pdf of the signed Contract as well as any amendments or addendums. The Contract and any amendments or addendums will be available on the District website.

#### **5.06 Transfers**

5.061 A transfer is defined as a change in building assignment.

5.062 A member may submit a transfer request through the designated electronic process for any vacancy which has been posted. The request shall specify the vacancy, the school, grade, certification, and subject/position sought. Receipt of the request for transfer shall be acknowledged by the Board.

5.063 Whenever possible, the Board shall notify a member of a transfer which is to be effective the following school year prior to no later than twenty (20) calendar days prior to the first teacher work day.

5.064 Members transferred to fill vacancies occurring after August 1<sup>st</sup> shall be given as much advance notice as possible. A member involuntarily transferred within nine (9) or fewer calendar days of the first teacher work day shall be given two (2) duty-free workdays to complete the transfer. Any member transferred after the commencement of the school year, whether voluntary or involuntary, shall be given two (2) duty-free workdays to complete the transfer. The Board agrees to notify the affected employees of the dates available for the duty-free workdays prior to the effective date of the transfer.

5.065 Members who are involuntarily transferred shall upon request be provided specific written reasons for the transfer.

5.068 Involuntary transfer of members will be limited to two involuntary transfers in a four (4) year period. The Board reserves the right to transfer any member at any time in the event of licensure and/or Highly Qualified Teacher (HQT)

requirements and/or limitations including, but not limited to the areas of ESOL, special education, gifted education and special areas.

#### **5.07 Assignments**

- 5.071 An assignment is a change in subject/grade level/position within a building. A member may be assigned to duties in any field in which the member holds a certificate.
- 5.072 The Board will make every effort to notify a member of a change in assignment for the following school year by June 15. PACE recognizes that last minute resignations, changes in enrollment, and transfers may make it impossible to give notice of a change in teaching assignment in every case. The Board will give as much advance notice as possible under the circumstances.
- 5.073 If an involuntary change of assignment is made within nine (9) or fewer calendar days of the first teacher work day, the member will be given two (2) duty-free workdays to prepare for the change of assignment. If a change of assignment voluntary or involuntary, is made after the commencement of the school year, the member will be given two (2) duty-free workdays to prepare for the change. The Board agrees to notify the affected members of the dates available for the duty-free workdays prior to the effective date of the change of assignment.

#### **5.08 Vacancies**

5.081 Vacancy is defined as when a new position is created, or an employee dies, retires, resigns, is terminated, or is nonrenewed. When a vacancy occurs and the administration determines that it is going to fill the vacancy, it shall be posted in accordance with 5.082. Where teacher position becomes available during the course of the school year, the District has the ability to fill position for remainder of year with a substitute.

- 5.082 All vacancies shall be posted by sending the posting to each member at his/her District email address. Members may apply for such positions by submitting a written request through the designated electronic process. Positions shall not be filled for at least ten (10) working days of the email posting. Members will be considered for the position prior to hiring a new employee.
- 5.083 Upon completion of the posting period, the administration may fill the position with an internal candidate, may transfer or reassign an internal candidate, may decide not to fill the position at all or may hire a new employee.
- 5.084 Vacancies occurring between August 1 and the first day of school shall be posted when they occur, but such vacancies may be filled at any time without regard to the posting period.

## **5.09    Addition of Responsibilities**

Prior to requiring a member to undertake additional job duties or responsibilities which are in the nature of those duties and responsibilities and performed pursuant to a supplemental contract, the Board shall advise PACE of the proposed change and negotiate concerning such change.

## **5.10    Evaluation Procedures**

5.101 All teachers as defined by Ohio Revised Code section 3319.111 and 3319.112 shall be evaluated in accordance with the Board adopted evaluation policy and any memorandum of understanding supplementing that policy.

Any members who are not defined as teachers per the above-referenced statutes shall be evaluated in accordance with this Article. These members shall be evaluated and observed pursuant to the timelines and frequency applied to the OTES teachers. *The Danielson Framework for Teaching* (see Appendix L) shall be used for evaluating members who are not required to be evaluated according to Ohio Revised Code section 3319.111 and 3319.112.

Any complaints regarding violations of either this Article, the Board adopted policy or any memorandum supplementing that policy shall be subject solely to the grievance procedure set forth in Article II and it is intended that the provisions of this section supersede any evaluation requirements of Ohio Revised Code section 3319.11

Except for violation of the evaluation procedure general provision and the evaluation process guidelines as set forth in Section 5.09 of this Contract, written evaluations, references, and/or recommendations relating to contract nonrenewals or status are not grievable or arbitrable.

5.102 Orientation of staff shall be:

- A.    Within four (4) weeks from the 1<sup>st</sup> day of the evaluation year the evaluator shall hold an orientation meeting at which each member up for evaluation is required to attend. At this orientation meeting each member will be oriented to the procedures, process, criteria, instruments, and evaluation time-table.
- B.    The orientation meeting will be offered in each building before or after-school hours within the teacher workday.
- C.    All new members will receive copies of any Board adopted materials which become the basis for evaluation.

- D. At the orientation meeting members will receive copies of the forms to be used.

5.103 Observations/Evaluations

- A. All formal observations of members shall be conducted openly.
- B. Each formal observation shall be at least 30 minutes in length and include a face-to-face post conference within seven (7) days after the observation. Any day the teacher or administrator is not present in the school will not count as one of the days. The conference may or may not include a written report by the administrator. The first observation shall be completed no later than December 10, the second observation shall be completed no later than April 1, and the third observation, if it is to be completed, shall be completed no later than May 1.
- C. The building principal or his/her designee shall have the primary responsibility for conducting the evaluation. Said evaluator shall have the right to direct appropriate administrative/supervisory personnel to assist in making his/her final recommendation. Members who have been evaluated by the same evaluator for two (2) or more consecutive years may have an additional evaluator assigned upon request.
- D. Evaluation procedures are intended to provide a member with a fair assessment of the member's performance. Evaluation procedures are not intended to be a form of disciplinary action, reprimand or reprisal.
- E. Evaluation criteria shall pertain only to performance of duties as an employee of the district.
- F. Oral statements made by the evaluator in the post-observation conference may not be used as evidence in any disciplinary hearing unless the subject was discussed in the written evaluation.
- G. The Administration may in any given year evaluate a member.

5.104 Recommendation(s) in a member's evaluation is an indicator that the member's job is at risk.

5.105

- A. A member shall be given a face-to-face evaluation conference with each formal written evaluation, and shall have the right to discuss the evaluation with the administrator at that conference.
- B. The written evaluation shall be given to the member at least two (2) days prior to the evaluation conference. The evaluation conference shall be held within thirty (30) days after the most recent post observation conference,

unless waived by the member. Only the member may waive the two (2) day requirement by signing the appropriate line on the report cover sheet.

- 5.106 Nothing in this Article shall prohibit a member of the Administration from making a classroom visitation and informally discussing the observations with the teacher.
- 5.107 A member may submit additional written statements to the formal evaluation within ten workdays of the post-evaluation conference to the Human Resources Department. A notation shall be made on the evaluation form that there are written attachments.
- 5.108 The criteria for evaluation of members have been established in accordance with the member's area of licensure or certification.

#### **5.11 Complaint Procedure**

- 5.111 Complaints made by parents, students, members, non-administrative employees of the Board or members of the public which relate to the job performance of the member and are to become a matter of record, shall be discussed with the member. The member shall be advised of the nature of the complaint and shall be given sufficient facts to provide a proper response.
- 5.112 No record of any unsubstantiated complaint shall be placed in any member's personnel file(s).

#### **5.12 Reduction in Force**

- 5.121 Whenever the Board determines it is necessary to reduce the number of teaching positions, for lack of funds, abolishment of positions, or for any reason provided for under the Ohio Revised Code, the reduction shall be made pursuant to the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.
- 5.122 Displacement rights are defined as the right of a member, whose position has been eliminated, to take the position of another member who has a lesser retention right to the position held than the member taking the position. Displacement rights shall be exercised by all members within their respective contract status (continuing contract or limited contract), with no limited contract member exercising displacement rights over continuing contract members. Displacement shall be limited to areas of the member's licensure/certification. Certifications and licenses must be on file with the Board of Education on the date the reduction in force is announced. A teacher cannot displace another teacher who has a higher evaluation rating. In order for a teacher to displace another teacher with

the same teacher performance evaluation rating, the teacher displacing must have seniority over the teacher being displaced.

For the purpose of displacement, teachers evaluated under the Danielson Model shall have a numeric rating of 1 – 4 assigned to each of the four (4) ratings with four (4) being the highest. All ratings shall be added together and an average rating score developed.

4.0 – 3.1 = Accomplished

3.0 – 2.1 = Skilled

2.0 – 1.1 = Developing

1.0 – 0 = Ineffective

If a member has been required to obtain a temporary certificate to meet the requirements of the current teaching assignment and also holds a provisional or higher certification/licensure in other teaching fields, that member shall be placed the certification/licensure areas of his/her non-temporary certification/licensure and shall have displacement rights.

- 5.123 A. Seniority for all purposes under this Contract shall be defined as length of unbroken service within the bargaining unit from the first date of work within the bargaining unit. All member seniority is lost when employment is severed by resignation, retirement, and/or by discharge for cause. Previously accumulated seniority within the bargaining unit is retained, but no additional seniority will accumulate during any period when a former member is employed in a supervisory/ administrative non-bargaining unit position. The taking of approved paid leave as provided under this Contract shall not constitute a break in service and seniority will accumulate during such periods. Periods on an approved unpaid leave of absence shall not constitute a break in seniority but seniority shall not accumulate during such periods.
- B. A member seniority list consistent with this Contract shall be prepared by the Board by November 1 of each year. The seniority list shall be in rank order of the member's first date of work as set forth in the preceding section. In the event more than one (1) individual has the same first day of work, the relative placement of such persons on the seniority list shall be determined by the date of Board action. The earlier date shall determine the more senior member.
- C. The member seniority list published pursuant to Section 3.07 shall be published with notation of the certification then on file with the Board of each member. Updates of the list shall be published no less than once a semester. An electronic copy of the published list shall be provided to the PACE President.

5.124 A member whose contract has been suspended has a right of recall for two (2) years from the date of the suspension. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations. Recall shall be in the reverse order of reduction, with preference being given to continuing contract teachers. Teachers shall be eligible for recall in the areas of certification/licensure held by the teacher at the time of the reduction.

A. Recall rights shall continue for a period of two (2) years. Thereafter, a member on layoff shall lose his right to recall.

B. A full-time member may decline recall to any part-time position or any position not paid on the Teacher Salary Schedule (TSS) in the Appendix A. If the full-time member declines acceptance of a vacancy other than a part-time position or any position not on TSS, he/she shall be removed from the recall list. If a part-time member declines a part-time or full-time position on the TSS, he/she will be removed from the recall list.

5.125 A laid off member may, for eighteen (18) months after the date of layoff, at his expense, continue all insurance benefits by payment of the full group rate premium for such benefits, to the Board monthly. It shall be the Board's obligation to give notice of this right to each member.

5.126 Nothing in this Article is intended to restrict or impact upon the right of the Board to effect a reduction in force through the non-renewal of limited teaching, and/or, supplemental contract.

### **5.13 Teacher Directory**

The PACE President shall receive an electronic directory of all personnel in the District complete with addresses.

### **5.14 Member Personnel Files**

5.141 A personnel file for each member shall be maintained in the office of the Superintendent. This shall, subject to public records laws, be considered a confidential file and the only official file of recorded information of members maintained by the Board and Administration. No unsubstantiated or anonymous materials shall be placed in a member's personnel file. Materials shall be accurate, relevant, timely, and complete.

5.142 Individual members shall have access to their personnel file upon written request within three (3) workdays. Requests of members to have access to their personnel files shall be handled by the Superintendent or his designee.

5.143 Members shall upon request be provided with copies of all materials placed in their personnel files at their cost. Members shall be given notice of all written reprimands and administrative directives or accusations to be placed in their file. A member must sign acknowledgment of receipt of the reprimand. A member shall have the right to attach a response to any material in their personnel file. Written reprimands, administrative directives or accusations, and complaints as defined in Section 5.10 shall be removed from a member's personnel file after three (3) years, upon written request from the member provided there has been no recurring offense of violation.

5.144 Written evaluations and administrative recommendations relating to contract renewal or status are not subject to the expungement provisions of Section 5.133.

#### **5.15 Resident Educator Programs**

5.151 The Resident Educator program shall be administered in accordance with the rules and regulations issued by the Ohio Department of Education.

5.152 Mentor teachers shall be compensated at the rate stated on the supplemental contract schedule. Mentors and Resident Educator program members will receive one-half day each release time during the first quarter to observe, consult, and collaborate. Release time for quarters 2, 3, and 4 will be at the principal's discretion.

#### **5.16 Local Professional Development Committee**

Members participating as part of the Local Professional Development Committee shall be paid at Level 12 on the Extra Curricular-Academic Supplemental Salary schedules (Appendix H). Members will be placed on the appropriate step based on their experience as an LPDC member. Meetings will be held after school hours. A secretary will be provided by the district to take minutes for each meeting and provide written copies of the minutes to the LPDC and will send out appropriate notices and letters to LPDC and members.

#### **5.17 Master Teachers**

5.171 In Accordance with State law regarding the designation of Master Teacher, a Master Teacher Committee shall be established for the purpose of designating members in the building/district as a Master Teacher.

5.172 The committee shall consist of 5 appointees with 3 members appointed by the PACE President and two (2) administrators appointed by the Superintendent.

5.173 The Master Teacher Committee members shall establish its Plan of Operation for the appropriate designation of a Master Teacher including but not limited to:

- A. Time, location and number of committee meetings;
- B. Application and review process;
- C. Training on and dissemination of information about the law, the committee application and review process;
- D. The appeal procedure;

5.174 The terms of office for the Master Teacher committee shall be staggered.

5.175 Nothing in the Master Teacher Committee process shall have an adverse impact on the applicant/educator's performance evaluation as established in this Contract.

5.176 As determined by the Master Teacher Committee, the Master Teacher Committee shall be provided ongoing training by the Board to ensure consistent application of the Master Teacher criteria.

5.177 Members on the Master Teacher Committee shall be paid on level 12 on the Extra Curricular Academic Supplemental Salary Schedule (Appendix H). Members shall be placed on the appropriate step based on their experience as a Master Teacher Committee Member.

5.178 The Committee shall be provided a secure space for storage, paper and supplies and secretarial support.

5.179 The Committee shall determine its own appeals procedure. Such procedure is not subject to the grievance/arbitration procedure outlined in this Contract, Article II.

**5.18 Employment of Substitute Licensed Members**

5.181 The Board may employ as instructors or teachers either directly through a personal contract, or indirectly through a contract with a service company, agency or institution to supply instructors, persons who will teach subjects or courses which members are not certified to teach or have declined the opportunity to teach.

5.182 Prior to the employment or engagement of non-member employee, the position(s) sought to be filled shall be posted for not less than fifteen days, and offered to members.

5.183 The Board shall not employ or engage a non-member employee if a qualified member has offered to teach the course and is available to teach the course at the time it is scheduled.

5.184 No individual person shall be employed or engaged to teach, in a non-bargaining unit capacity, more than two classroom periods per day, unless the Board has made every effort to fill the position with a regular certified teacher and can support such effort with documentation.

5.185 The Board's right to employ or engage a non-bargaining unit person shall terminate, as to any individual, as soon as a qualified member is willing to accept the position, but not before the expiration of the contract of employment, or engagement, in the case of a company, agency, or institution supplying instructors, by which the non-bargaining unit person is employed or engaged.

**5.19 Member Attire**

Responsibility for acceptable dress will rest primarily with the member as a professional individual. The parties recognize, however, that dress is an important factor for students to model and should provide a positive impression to students and the public.

**5.20 Professional Development Committee**

The parties agree to establish a professional development committee which shall consist of five (5) Association members and five (5) members of administration, appointed by the Association President and Superintendent, respectively. The Committee may invite other attendees to the meeting based upon need. The Committee will develop its own protocols of operation. The Committee will survey members regarding staff needs for professional development. The BLT will determine the building level professional development needs and scheduling which shall be aligned with the District level professional development needs. PD should be differentiated, to the extent possible, based on job requirements. At the end of each professional development activity, the attending staff will be asked to evaluate the program and those evaluations will be reviewed by the BLT for building level PD and by the Department of Curriculum and Instruction for District level PD.

## **ARTICLE VI: LEAVES OF ABSENCE**

**6.01 Family and Medical Leave Act**

Leaves taken under this Contract which qualify as leave available under the Family and Medical Leave Act (FMLA) shall be charged against the twelve (12) weeks of leave available under the act. FMLA and sick leave run concurrently.

**6.02 Personal Leave**

6.021 Personal leave is paid leave from duty for the purpose of attending to necessary personal matters that cannot be handled on non-working days. Personal leave is not earned time off or vacation. Personal leave may not be used for any reason related to other employment or PACE business or PACE activities. In the event a member must be absent for a personal reason, said member may be absent from

duty for three (3) non-cumulative days per year without loss of pay. Leave may be granted in quarter (1/4) day increments.

- 6.022 The teacher shall notify the principal as far in advance as possible, but no less than five (5) days in advance of requesting personal leave. In an emergency, the member must submit a personal leave request form upon returning from such leave within three (3) days.
- 6.023 Written reasons for denial of said leave days shall be provided to the member, with a copy to PACE. A copy of all approvals for personal leave shall be provided to PACE upon request.
- 6.024 Personal leave shall not be granted after April 30 unless a member makes a written request at least ten (10) days in advance and provides a specific written reason for the leave, except in the case of an unforeseen emergency which shall be documented.
- 6.025 The number of members on personal leave in a building on any one (1) day may be restricted to two (2), or to a number equal to five percent (5%) of the members of the building, whichever is larger. Personal leave shall be granted on a first come, first serve basis.
- 6.026 Abuse of personal leave shall constitute just cause for disciplinary action.
- 6.027 Any unused personal leave shall convert to sick leave at the end of the school year.
- 6.028 If a member does not use any personal leave, the days shall rollover to sick leave. If the member is maxed out on sick leave, each day that exceeds the maximum accumulation of sick leave shall be paid out to the member at the rate of one-hundred dollars (\$100.00) per day.

### **6.03 Intentional Injury Leave**

- 6.031 Any member who is physically unable to perform duties due to a physical assault upon the member which is caused by or arises out of performing duties as an employee of the district shall receive paid injury leave for the period of the disability up to a maximum of thirty (30) days which shall not be deducted from sick leave. Upon request, the member shall provide the Superintendent, or his designee, with a statement from his physician that the member is unable to perform the duties of the position due to the physical disability caused by the injury.
- 6.032 All absences due to court appearances resulting from school-related assaults shall be chargeable to intentional injury leave.

## 6.04 Sick Leave

6.041 Members shall be granted sick leave on the following basis: one and one-quarter (1-1/4) days for each completed month of service, or fifteen (15) days for each completed year of service cumulative to a maximum of two hundred and sixty (260) workdays. Sick leave shall be granted in (1/4) day increments.

6.042 A. Sick leave may be used by all members for those reasons and situations enumerated in the state statute (ORC 3319.141), including:

1. Personal illness;
2. Pregnancy;
3. Exposure to contagious diseases which could be communicated to others;
4. Personal injury;
5. Illness, injury or death in immediate family.

B.

1. The "immediate family" shall be defined as including parents, grandparents, great grandparents, grandchildren, spouse, mothers-in-law, fathers-in-law, brothers, sisters, children (natural or adopted) stepchildren who live or have lived in the member's household, or other relative living in the member's household.
2. Use of sick leave for illness or injury occurring to a member of the immediate family shall be approved only where the member's presence and assistance is required.

C.

The Board approved sick leave form must be filed with the building principal within three (3) working days of return from sick leave, or three (3) days in advance, if known. After three (3) consecutive days of absence, five (5) days of absence in fifteen (15) workdays, or three (3) sick leave occurrences in a thirty (30) day calendar period, the Board may either require an employee to submit a statement signed by a licensed physician stating the nature of the illness or injury to the employee or member of the family before authorizing sick leave pay or require the employee to call the principal directly if the employee is not going to report to work. Falsification of any such statement, record, or sick leave form shall be grounds for disciplinary action, including dismissal. This section does not constitute waiver of the physician-patient privilege. Regular and sporadic absences of more than six (6) occurrences and/or more than nine (9) days per year may result in a conference between the absent member and his or her immediate supervisor. The supervisor may

initiate a referral to the EAP, schedule a follow-up meeting to monitor the situation, or in circumstances which appear not to meet the specifications of 6.042(A) may initiate a pre-disciplinary conference.

Building principals shall share staff attendance data with his/her staff at least twice a year. This information shall not include any protected information.

- D. All full-time members who have no sick leave at the time of initial employment may be advanced up to ten (10) sick leave days upon approval of the Superintendent. However, the number of days advanced cannot be greater than the number the member will accumulate during the remainder of that school year.
- E. A credited day of sick leave is a grant of paid sick leave equal to the number of hours per day a member is assigned to work when the sick leave was earned. Part-time members earn partial days of sick leave. Full-time members earn full days of sick leave. A part-time member who becomes full-time shall have his accumulated sick leave days reduced to the proportional amount of full-time days. A full-time member who becomes part-time shall have his accumulated sick leave days expanded the proportional amount of part-time days.

6.043 A member shall be given a written statement of accumulated sick leave once each school quarter.

## **6.05 Sick Leave Bank**

### **A. Purpose**

To loan additional days of sick leave to members who experienced a catastrophic event for him/herself, the member's spouse, child or stepchild.

### **B. Provisions of Eligibility**

- 1. All members shall be eligible to be members of the SLB.
- 2. After the start of each school year, the Association will provide each member with written notice of the open enrollment period which will provide an opportunity to enroll in the bank before September 5<sup>th</sup>. Initial membership will consist of one (1) day sick leave, to be deducted from the member's sick leave accumulation and transferred to the SLB prior to October 5<sup>th</sup>. Each member will receive a notice of receipt from the Association indicating his/her participation in the program.

3. The Association shall provide the names of members participating in the SLB to the Treasurer's Office no later than ten (10) work days after September 5 each year.

C. Operational Procedures

1. Loans will be limited to participating members for use only in cases of personal illness, injury or non-elective surgery occurring under catastrophic conditions, as determined by the SLB Board, of the member, the member's spouse, dependent child or stepchild who resides in the home. Normal pregnancy does not qualify a member for the SLB.
2. Applications for loans from the Sick Leave Bank must be made on the Employee Application for Sick Leave Bank Form. A Physician's Statement is required with each application in order to be considered for a loan. A member must include a HIPAA waiver with the application.
3. A loan will be considered only after the member has used all of his/her accumulated sick leave days, has used all possible advances of sick leave days and has not been approved for disability retirement under the Ohio State Teachers Retirement System.

D. Sick Leave Bank Board

The Sick Leave Bank is to be regulated by a Board consisting of three (3) teachers to be selected by the Association, one of whom will be co-chair and a continuing member during the life of the Contract; and two (2) administrators to be selected by the Superintendent or his/her designee, one of whom shall be a co-chair and a continuing member during the life of the Contract. A physician shall be asked to volunteer as an advisor to the Board, as needed.

E. Loan Procedures

The maximum number of days per request may not exceed thirty (30) days.

F. Policy Procedures

1. In consideration of the benefits of participating in the SLB, each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing as follows. "I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SLB Board. All decisions of the SLB Board will be final and binding but not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Princeton City School District, the Princeton Association of Classroom Educators, the SLB Board, and all of their agents for any loss they may sustain as a result

of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application.”

2. Application for the SLB days must be made to the SLB.
3. The SLB Board shall meet and render a decision within ten (10) days of receipt of request.
4. Application to the SLB can only be made one (1) time every five (5) years unless the application is being made for a recurring condition.
5. Unused requested days shall be returned to the SLB.
6. The member borrowing days from the SLB shall pay the days back at a rate of five (5) days per year. If the member resigns or retires, any remaining days due to be paid back will be deducted from any accrued sick leave at the time of the retirement/resignation. If there are no days remaining at the time of the retirement/resignation, the payback shall be waived.
7. The SLB will begin with one (1) day from each contributing member. When the fund is depleted below one hundred (100) days, each member will be assessed one (1) additional day. The Association shall be responsible for notifying members of each assessment period.
8. When a member donates days to the Bank, he/she agrees to the above-stated rules for administration of the Bank and agrees to abide by the stated rules.
9. All decisions of the SLB Board shall be final and binding, but are not subject to the grievance/arbitration provisions of this Contract.
10. These guidelines will be reviewed as needed by the Sick Leave Bank Board if requested by either party.

#### **6.06 Unpaid Leaves of Absence**

##### **6.061 In regard to a general unpaid leave of absence:**

- A. A member may be granted an unpaid leave of absence for the remainder of a school year or for an entire school year if the need for such leave arises during the summer recess. A minimum leave shall be for the balance of a semester and the maximum leave shall be for one (1) full school year.

- B. A member who is granted an unpaid leave of absence shall have a right of reinstatement to his former position or an equivalent position after termination of the leave period.
- C. The Board shall have absolute and final discretion in granting or denying a request for an unpaid leave of absence.
- D. The terms of such leave shall be stated in writing by the Board.
- E. The taking of unpaid leave does not constitute a breach of employment for seniority purposes, but seniority will not accumulate during the period of unpaid leave.

6.062 Military Leave shall be a leave of absence for military purposes in accord with state and federal law and shall be granted. Compensation to members on military leave shall be limited to payment by the Board of the difference between the member's salary for the period and the member's military pay, if such military pay is less than the member's salary.

6.063

- A. Child Care Leave is when a member or member's spouse gives birth or adopts a child. The member shall upon request be granted a leave of absence without pay for the remainder of the school year, and upon request, for the following school year. If the leave is requested for the following school year (the school year after the leave commenced), the member shall advise the Superintendent in writing by April 1. Such additional leave must continue for the entire school year unless an earlier return is approved by the Superintendent. A member intending to return from child care leave must advise the Superintendent in writing prior to April 1 of the calendar year in which the member intends to return.
- B. Child care leave shall not be available to members with less than two and one-half (2-1/2) years or five (5) semesters of service.
- C. A member on child care leave shall have the right to continue medical, dental, life and all other types of group insurance available to the member at the group rate at the member's expense.
- D. Whenever possible, a member shall give written notice to the Superintendent at least thirty (30) calendar days prior to the commencement of child care leave.

6.07 **Sabbatical Leave**

- A. A sabbatical leave may be granted for professional study leading to a doctoral degree.

- B. A member who has completed five (5) years of service in the Princeton City Schools may, with the recommendation of the Superintendent and the approval of the Board, be granted a sabbatical leave of absence for not more than two (2) consecutive semesters within the same school year. (The semesters referred to are as shown on the Princeton school calendar.)
- C. Request for sabbatical leave should be made by April 1st for leaves beginning the first semester, and by November 1st for leaves beginning the second semester.
- D. A member requesting a leave must submit with his application a detailed plan for the use of the leave. Within sixty (60) days after the expiration of a leave, the member will make a written report to the Superintendent detailing the use made of the leave. The member will also present to the Superintendent a transcript from the university or college attended.
- E. The Board will not grant a leave unless there is a satisfactory substitute available.
- F. Compensation for members under teacher contract shall be the difference between the base salary he would receive if rendering service and the salary of a substitute teacher.
- G. Professional staff members on sabbatical leave shall be given full credit on the salary schedule for the period of leave.
- H. As a condition for being granted a sabbatical leave, a member must agree to return to service in the Princeton City Schools for a period of one (1) year upon returning from leave. Failure to do so will require the member to refund to the Board all payments received from the Board during the leave period including medical coverage, dental coverage and life insurance.
- I. Upon return to service, the member shall resume the contract status which was held prior to the leave of absence.
- J. Sabbatical leave shall be discretionary on the part of the Board and will not be granted, in any case, where such leave would:
  - 1. Cause a violation of any law or regulation pertaining to the operation of the district; or
  - 2. Create a hardship on the district; or
  - 3. Not be calculated to improve the instructional program or operation of the district.

K. Members on approved sabbatical leave may be granted an additional leave of absence of no longer than one (1) year in duration under Policy 4162.8, i.e., a leave of absence without pay and without Board benefits.

#### **6.08 Jury Duty/Witness/Court Service**

- 6.081 A member who is required to serve on any jury shall receive his regular salary during the period of jury service.
- 6.082 A member shall receive his regular salary for any period of time during which the member is subpoenaed by the Board to be a witness in any court or administrative proceeding. A member shall receive his full salary for any period of time in which the member is subpoenaed to be a witness in a private matter, in which neither the member nor the Board is a party, where the member's testimony arises out of the member's employment by the Board.
- 6.083 A member shall receive his full salary when subpoenaed by the court or by the State Employment Relations Board in other matters involving the Princeton Board of Education or a member of the administrative staff.

#### **6.09 Wage Continuation in Lieu of Worker's Compensation**

Wage continuation to members injured at work shall be as follows:

- 6.091 The Board may decide to continue paying wages (wage continuation) without charging against a member's sick leave.
- 6.092 The Board may continue wage continuation in lieu of the member seeking lost-time pay from the Bureau of Workers' Compensation.
- 6.093 The Board may continue wage continuation instead of the member requesting and obtaining an unpaid leave of absence.
- 6.094 The Board will determine the amount of work time for which it will authorize wage continuation, but in no event will the wage continuation period extend beyond a period of one hundred eighty-six (186) calendar days from the date of injury.

### **ARTICLE VII: COMPENSATION & PAYROLL PRACTICES**

#### **7.01 Salary Schedule Placement**

The BA Step 0 for the 2016-2017 salary shall be \$42,567. The BA Step 0 for the 2017-2018 salary shall be \$43,525. The BA Step 0 for the 2018-2019 salary shall be \$44,178.

- A. New hires that do not have the necessary District forms completed as required and returned to Human Resources shall not begin employment under a regular teaching contract.
- B. New hires without the required paperwork will be hired as a contract substitute at the contract substitute rate of pay provided they supply a direct deposit form, all federal, state and retirement deduction forms, and the background check is completed.
- C. When the new hire has submitted the necessary paperwork to Human Resources, the teacher salary will be reinstated and prorated back to the first day of employment

7.011 Salary Steps are determined by:

- A. A step on the salary schedule shall be one (1) year of teaching experience, or professional employment in a non-teaching position, within a salary lane. One (1) year's teaching experience shall be defined as not less than one hundred twenty (120) teaching days.
- B. The Board will notify the PACE President of each newly hired member who has been placed on a step higher than the step which would reflect the member's experience.

7.012 Salary Lanes are determined by:

- A. Salary lanes are established according to the degree achieved and additional credit hours recognized by the State of Ohio and are set forth as follows:
  - B.S.
  - B.S./150
  - M.S.
  - M.S. + 10
  - M.S. + 20
  - M.S. + 30
  - D. (Doctorate)

7.013 Members who have gained additional hours in his/her area of licensure and/or which are education related, and which are recognized by the State of Ohio, or have obtained educational degrees will be moved from one (1) salary lane to another salary lane dependent upon transcripts being submitted to the Human Resources Department showing these additional graduate hours and/or educational degrees. Such documentation must be submitted by September 15 to be implemented for the current school year. Any hours taken prior to July 1, 2016

which do not meet the above requirement but would have otherwise been eligible, will still make the employee eligible to move lanes. However, any additional hours would be subject to this requirement. Should a dispute arise regarding whether the hours are eligible it shall be subject to the grievance procedure.

7.014 Current school nurses shall be placed on the salary schedule in accordance with their degree. School nurses hired after August 22, 1997 shall be placed on the salary schedule shown as Appendix D.

## 7.02 Hourly Pay

A. Whenever the Board requires a member to perform additional services in addition to the member's regular school day for a period of one-half (1/2) hour or more, the member shall receive an hourly rate for each hour or quarter (1/4) thereof, of additional service after the first half (1/2) hour beyond the regular workday as follows:

<u>School Year</u>	<u>Hourly Rate</u>
2016-2017	\$25.29
2017-2018	\$25.86
2018-2019	\$26.25

B. The Board may start the member's day later or end it earlier in order to compensate a member for such extra duty in lieu of monetary payment.

C. The hourly rate of compensation for members employed at an hourly rate that are not covered by a supplemental contract will be as follows:

<u>School Year</u>	<u>Hourly Rate</u>
2016-2017	\$25.29
2017-2018	\$25.86
2018-2019	\$26.25

## 7.03 Supplemental Contracts and Salaries

The salary increase is also reflected in the supplemental salaries.

7.031 A. Supplemental contracts shall be issued annually. Movement between levels on the extracurricular salary schedule shall be based on experience with a maximum of two (2) years at each level.

B. Notwithstanding ORC Section 3319.11, such supplemental contracts shall expire on the date stated. No member shall resign from such supplemental contract unless released by the Board.

C. Academic supplemental positions shall be paid in accordance with the grid and on the respective levels found in Appendix H, I, J of this Contract.

7.032 A joint committee consisting of three (3) members appointed by PACE and three (3) members appointed by the Superintendent shall meet annually to review any applications for new, revised and/or reinstated academic supplemental positions. In addition, the committee will consider applications to adjust the placement of a supplemental position on the academic supplemental grid based on the criteria listed in Section.

In addition to the above, a supplemental committee shall be created to review academic supplementals, which are defined as those listed with numbers not roman numerals. The Committee shall be provided accurate information regarding the number of people employed in academic supplemental positions and identify the positions which have been filled at the time of review. Three (3) persons from PACE and three (3) persons from the administration shall be on the committee, appointed by the Association President and Superintendent respectively. The recommendation of the committee shall be based on comparable positions and duties in similar sized and wealth districts in SW Ohio (4 County area). The Committee's recommendations shall be finished by April 1, 2017, effective for the 17-18 school year. The Board shall review and make determinations regarding the athletic supplemental rates based on comparable positions and duties in Districts playing in the same athletic conference, effective for the 17-18 school year. Decisions regarding pay amounts, additions, deletions and adjustments can be made on an individualized basis by the Committee. If the Committee is unable to come to consensus on a change to an existing supplemental, there will be no change to that supplemental.

7.033 If PACE or the Board believes that a restructuring of either supplemental schedule is warranted, the party shall bring their concerns to the joint committee, and such restructuring will be a matter for the joint committee. The joint committee may add members as mutually agreed.

#### **7.04 Extended Service**

7.041 Extended service shall be defined as employment for regular duties for more than the regular contract year. Extended service contracts shall expire on the date stated thereon, unless the Board, upon recommendation of the Superintendent, takes action to offer said member a renewal of such contract.

7.042 Members on extended service shall be paid their per diem rate as determined by dividing their current regular salary by the number of days in the contract year.

#### **7.05 Master Teacher**

Any member who earns Master Teacher status shall be compensated one thousand dollars (\$1,000.00). Compensation shall be paid no later than the last pay in June upon submission of documentation of receiving the Master Teacher status.

## **7.06 Pay Periods/Deductions**

7.061 There will be direct deposit of all paychecks for all members. The following payroll practices shall govern direct deposit of paychecks:

- A. All members shall receive their annual salary divided over twenty-four (24) pay periods. Paydays shall fall on the 5<sup>th</sup> and 20<sup>th</sup> of each month throughout the period.
- B. The Board may change the payday with the consent of PACE which will not be unreasonably withheld.
- C. If the regular payday falls on a weekend or scheduled bank holiday, the deposit shall be made on the workday preceding the weekend or bank holiday.
- D. Members shall designate up to two (2) banks where the Board will deposit their entire earnings. This designation may be changed at the member's request three (3) times each year. The Treasurer or designee may authorize an additional change due to special circumstances.
- E. Members working under seasonal or short term supplemental contracts or special projects shall be paid within thirty (30) days of the member informing his/her supervisor that the duties have been completed and confirmation of completion within seven (7) days of notice by the member.

7.062 Any overpayment to members caused by an error on the part of the Princeton Board of Education and/or their agents requiring repayment shall be handled in accordance with the following:

- A. Written notice of overpayment shall be provided to the member prior to any required withdrawal of funds to correct an overpayment.
- B. In the event of a recurring overpayment, a conference shall be held between the overpaid member and the treasurer or designee to establish a mutually agreeable repayment plan.
- C. The time frame for repayment of a recurring overpayment shall not exceed the time frame over which the overpayment took place.

7.063 The Board shall attempt to standardize all payroll deductions in order to more equalize paychecks. The following payroll deductions will be provided at no cost to the member:

- A. Credit Union
- B. Insurance Programs

- C. United Way
- D. Annuities
- E. Political Action Organizations

**7.07 Travel Expense Reimbursement**

- 7.071 Any member who travels as part of a duty or is assigned to two (2) or more buildings per day shall be reimbursed for travel expense at the current IRS mileage allowance rate. Payment shall be made quarterly upon the submission of the mileage log to the member's home base principal.

- 7.072 No member shall be required to transport a pupil in a personal automobile.

**7.08 Tuition Reimbursement**

- 7.081 For the purposes of this Article only, the school year shall be defined as August 1 – July 31. Courses shall be paid from the allocation from the year in which the course began. Members shall be reimbursed upon approval and successful completion of any course in the amount of fifty percent (50%) of tuition paid for each semester hour, that counts toward renewal of the member's certification or toward receipt of a higher certification, additional certification, license, or for any course which is related to the member's employment and the member has the prior approval of the Human Resources Director. Payment is conditioned upon the submission of the proper documentation. Members are not entitled to be reimbursed if the Board of Education has already paid a portion of the tuition.

- 7.082 No member shall be permitted to apply for more than six (6) semester hours per school year.

- 7.083 Report cards and/or grade cards shall be accepted as proof of satisfactory completion of the approved course work for the purpose of tuition reimbursement only.

- 7.084 Tuition reimbursement shall be paid quarterly.

**7.09 Board Reporting of Employee Contributions to State Teachers Retirement System**

- 7.091 For tax sheltering purposes only, the Board shall continue to designate and consider each member's mandatory contribution to the State Teachers Retirement System (STRS), as deferred salary paid by the Board. The amount of a member's income reported by the Board as subject to Federal and Ohio Income Tax, shall be the member's total gross income reduced by the amount of the member's mandatory contribution to the STRS.

- 7.092 The unreported amount shall be included in the employee's annual base salary for the purposes of computing base salary, weekly rates of pay, and daily rates of pay,

hourly rates of pay and for determining pay or salary due to absence or for any other purpose under this Contract.

7.093 In the event that legislation should shift a portion of the employer's State Teachers Retirement System (STRS) contribution rate to the employee for the period of time covered by this contract, the Board agrees to continue to pay on behalf of the employee the additional rate of the contribution shifted which shall not exceed the employer's previous contribution rate.

**7.10 Severance Pay**

7.101 Except as set forth in Section 7.092, members who have had at least ten (10) years of service with the State of Ohio, or any political subdivision of the state, and who are eligible to retire under the State Teachers Retirement System and do retire, may elect at the time of retirement to be paid in cash for the value of the member's accrued but unused sick leave credit.

- A. The maximum payment shall be for one-quarter (1/4) of the member's total number of accumulated sick leave days, up to a maximum of sixty-five (65) days.
- B. The amount of payment shall be designated by multiplying the number of days to be converted (not more than sixty-five) by the per diem rate of pay received by the member at the time of retirement, provided such per diem rate has not increased within the ninety (90) days prior to retirement. If the per diem rate has increased within the ninety (90) day period prior to retirement, then the applicable per diem rate shall be that rate which was in effect prior to the increase.

7.102 No member without approval of the Superintendent, shall be entitled to convert sick leave to severance pay if such member retires less than thirty (30) days prior to the last day of any school year.

7.103 A member electing payment pursuant to this Article shall forfeit all remaining accrued sick leave credit, and shall not, if ever reinstated, be entitled to another payment under this Article or any other statutory provision.

7.104 In case of death of an eligible member, severance pay as provided in this Article shall be paid to the member's designated beneficiary or to his estate.

7.105 ING has been selected to administer the District's 403(b) program, which includes a provision for an accumulated leave plan for employees who retire and are 55 and older.

7.106 For employees age 55 and over, an amount equal to 100% of the member's severance pay associated with accumulated leave shall be paid by the District as an Employer contribution to a 403(b) accumulated leave account through ING per the District's 403(b) plan adoption Contract.

7.107 It is understood that the employees may request an immediate withdrawal from the accumulated leave plan without IRS penalty and said reimbursement shall be processed by ING within ten (10) business days.

7.108 Severance pay associated with accumulated leave for employees under the age of 55 shall be paid via a District check unless other deferment options are exercised and determined permissible under state and federal law into an approved 403(b), 457 or Roth IRA provider.

7.105 A. Members who provide to the Human Resources Department, in writing, notice of the member's retirement, on or before the first day of the second semester of the year they wish to retire, will receive two additional severance days added to their normal retirement severance. Members giving notice of retirement will not be reassigned involuntarily prior to the retirement. If there is a mutually agreed plan in place for the employee to work a partial school year to meet retirement qualifications, the severance bonus will apply if the retirement notice is met.

B. Members who provide to the Human Resources Department, in writing, notice of the member's retirement, on or before the first day of the second semester of the year they wish to retire and do retire will receive twelve (12) additional days added to their normal retirement severance, if they have twenty-five (25) or more years of teaching service in the Princeton School District. Members giving notice of retirement will not be reassigned involuntarily prior to the retirement. If there is a mutually agreed plan in place for the member to work a partial school year to meet retirement qualifications, the severance bonus will apply if the retirement notice is met.

#### **7.11    Increased Instructional Time**

The Board will provide three percent (3%) of a member's base salary to middle school and high school teachers in exchange for increased instructional time with students and for the increase in teacher responsibility by being assigned an additional instructional period. Nothing in this section shall supersede members' rights under Article 9.032C.

#### **7.12    Employee Assistance Program**

7.121 The Board shall provide to members, and shall pay the basic program costs for a comprehensive Full-Service Employee Assistance Program (EAP).

7.122 This EAP will provide confidential, professional consultation and assessment/referral services on a voluntary basis to a member whose job performance is or may be adversely affected by personal problems.

7.123 Members may self-refer to the EAP, or may be referred by the Administration.

7.124 Utilization of the EAP is not to be interpreted as constituting a waiver of management's right to take disciplinary action, nor shall the program be interpreted as a waiver of the right of any member to use the grievance procedure.

### **7.13 Flexible Fringe Benefit Program**

The benefits provided to members by Section 125 of the Internal Revenue Act of 1978 shall be made available at no cost to members who elect to be on the PPO Insurance Plan only. Members' contributions to health insurance premiums may be tax sheltered, and members may set up medical, dental, and dependent care accounts if they so choose. Members choosing the HDHP may use the Flexible Fringe Benefits Program available at no cost to set up accounts for dental, vision and dependent care.

## **ARTICLE VIII: INSURANCE PROGRAMS**

### **8.01 Benefits Eligibility**

Members who average thirty (30) hours or more per week shall receive all health/dental insurance benefits as stated in this article. Members having a one-half time or greater contract but less than full time contract shall receive the benefits provided in this Contract on a prorated basis. Proration shall be based upon the percentage of time a member is working in relation to a full time member (40 hours per week), e.g., if a member is assigned to teach thirty (30) hours per week, the Board shall be responsible for paying 75% of the Board's required portion of the premium. Members having a less than half time contract shall receive no medical or dental insurance benefits provided in this Contract.

Preschool and kindergarten teachers receiving full time insurance benefits shall continue to receive full time benefits. These part time teachers shall receive health insurance and dental insurance with the Board paying 85% of the monthly premiums as stated in this article.

### **8.02 Benefits Committee Structure**

The mission of the Princeton Benefits Committee (hereafter referred to as 'PBC') is to reduce treatment costs through the improvement of employee health status and benefits plans cost management.

The PBC shall have all of the following in its scope of authority to make recommendations: benefits consultant and benefits plans procurement, member education and communications, and ancillary district actions to improve the health status of employees and the cost management of its benefits programs.

The District shall be responsible for hiring an independent member of the American Academy of Actuaries to set the funding and reserve levels of all benefits that are covered under the self insurance fund in consultation with the Committee.

The District's benefits consultant shall be jointly selected through a request-for-qualifications (RFQ) process. The PBC shall offer a recommendation for the continued employment of the consultant annually on the basis of an annual joint evaluation. The District's benefits plans will be selected through a formal request-for-proposal (RFP)

process; the PBC shall review the RFP package that is sent out and all proposal responses received by the District.

Membership on the committee shall be an initial 3-year commitment, with members serving as liaisons to the labor and management's bargaining teams; this will include the selection of members by the leadership teams of PACE, the support staff association and the Superintendent. The total membership of the Committee shall be seventeen (17) members as follows: 5 PACE including OEA liaison, 5 PSSA including OAPSE liaison, 5 Board including Board liaison, Consultant and the District Wellness Coordinator. The District's benefits consultant will serve the PBC as an outside expert whose views are subject to the will of the PBC. All decisions of the PBC shall be made by consensus; here, consensus is defined as general Contract between all three parties to the Committee. The PBC will annually appoint a chairperson and secretary to record the minutes of each meeting. This will include ground rules, evaluation and procurement standards, access to information, and the role of the Committee consultant, and the District's actuary.

The PBC agrees to meet no less than every other month at the direction of the PBC Chairperson in order to review its operating standards and review claims data on employer and employee benefits costs. In addition the PBC will review the aggregate participant health status data as it relates to the promotion of wellness initiatives.

In addition to the above, the PBC shall be responsible for ensuring that the health and dental insurance premiums do not increase by more than seven and one half percent (7.5%) each plan year. If the premium increases exceed seven and one half percent (7.5%), any premium over that amount shall be split evenly between the Board of Education and the member. The plans set forth herein shall not be rated on a blended rate.

### **8.03 Hospital/Medical Insurance**

8.031 Permanent full-time and permanent part-time members are eligible for health insurance coverage under the terms of Section 8.01.

8.032 The Board shall provide a choice of the following Health Plans:

- A. A PPO
- B. A High Deductible Health Plan (HDHP) with a Health Savings Account.

8.033 The Board shall contribute 85% of the monthly cost of the single or family plan selected by the member effective September 1.

The member's portion of the premium shall be deducted twice monthly. The deduction is for the following month's premium. Because a new hire will need to pay for 2 months premium in order to be on cycle with the all members, new hires will pay premiums from 2 paychecks in one month.

- A. For those members who select the HDHP family plan in January, the Board shall deposit three thousand four hundred dollars (\$3,400.00) on the first pay in January. For those members who select the HDHP single plan in January, the Board shall deposit one thousand seven hundred dollars (\$1,700.00) the first pay in January.
- B. For those members who select the HDHP in August, the Board shall deposit the above stated amounts, prorated for five (5) months, on the first pay in August.

8.034 The Certificate of Benefits provided by the Insurance Carrier shall be incorporated into this Contract by reference. The Board has the right to change carriers if the benefit coverage provided by the new plan is substantially equivalent to the Certificate of Coverage included by reference.

8.035 When a member and the member's spouse are both employed by the Board, both members may select single individual coverage of either the PPO medical plan or the HDHP. Only one of the married members may receive family coverage either PPO or HDHP. When one member of a married couple signs up for the family coverage the other member shall not be entitled to single coverage. When one member of a married couple signs up for family coverage the other member of a married couple is not eligible for the compensation under 8.10 Refusal of Insurance Stipend.

8.036 The spouse of a full-time member who works full-time for an employer (30 hours or more per week) other than the Board and has group insurance available through his or her employer, and whose share of the premium for a single plan is not more than twenty percent (20%), must take at least single coverage offered by the spouse's employer. The spouse of the member must enroll in a single plan with his or her employer during the open enrollment. This provision does not apply if the member is enrolled in a Princeton provided HDHP.

8.037 Health insurance coverage for members sharing a position pursuant to Section 9.06 shall be the same as members serving under a half-time contract, except that if one job share partner waives, in writing, medical coverage the other partner may receive medical coverage by contributing the same premium share as a full-time member.

#### **8.04 Dental Insurance**

8.041 Permanent full-time and permanent part-time members are eligible for coverage under the terms of Section 8.01.

8.042 The Board shall contribute eighty-five percent (85%) of the cost of family or single plan coverage as selected by the member. The member's portion of the premium shall be deducted monthly.

- 8.043 The Board shall have the right to change insurance carriers as long as the insurance protection remains substantially equivalent to existing plans.
- 8.044 Provisions relating to employed spouses set forth in Section 8.023, Hospital Medical Insurance, shall be applicable to Dental Insurance Coverage.
- 8.045 Dental insurance coverage for members sharing a position pursuant to Section 9.06 shall be the same as members serving under a half-time contract, except that if one job share partner waives, in writing, dental coverage the other partner may receive dental coverage by contributing the same premium share as a full-time member.

#### **8.05 Term Life Insurance**

- 8.051 All full-time members and all members serving under a job sharing assignment, one-half time, or three-fifths time contract shall receive coverage in the amount of forty-five thousand dollars (\$45,000) at no cost to the member.
- 8.052 All part-time members serving a two-fifths time contract employed for ten to twenty (10-20) hours per week shall receive coverage in the amount of twenty thousand dollars (\$20,000) at no cost to the member.

#### **8.06 Liability Insurance**

Liability insurance coverage, if provided for the Board and administrative personnel, shall be provided to members of the bargaining unit on the same basis.

#### **8.07 Application for Coverage**

All insurance benefits will become effective for new employees on their first day of work on the earliest date allowable under the policy.

#### **8.08 Period of Coverage**

- 8.081 For those that choose the insurance benefit programs coverage, the Board shall provide full twelve (12) month coverage commencing with the first day of work under a teaching contract.
- 8.082 Members on leaves of absence, or who leave the service for any reason other than dismissal for gross misconduct, may choose to continue their participation in group insurance by remitting the payments to the Board Treasurer within thirty (30) days before the due date. Continuation of this benefit will be for such periods as prescribed by law.

#### **8.09 Insurance Information**

The Board shall provide PACE with all annual summary reports and rate increase data and information at the same time that it is provided to the Board.

### **8.10 Changes in Benefits or Coverage**

The Board shall make every effort to maintain the benefit levels and coverage set forth in this Article. The Board shall not be held liable for benefit changes or reductions in coverage which are unilaterally made by the insurance carrier. However, the parties agree to negotiate the effects of benefit changes or reductions in coverage which are made by the carrier.

## **ARTICLE IX: INSTRUCTIONAL CONDITIONS**

### **9.01 Member Contract Year/Workday/Lunch Period**

9.011 The member contract year shall be as follows:

- A. The contract year for members shall not exceed one hundred eighty-six (186) workdays. Four (4) workdays will be for professional development with no student instruction. No more than two (2) professional development days will be scheduled in one quarter. Members assigned to an elementary building may volunteer to work up to one additional day per Subsection 9.012 D.
- B. There shall be no Sundays and/or legal holidays scheduled as workdays in any calendar adopted by, changed by, or amended by the Board except Columbus Day and Veterans Day.
- C. There shall be no Saturdays regularly scheduled as workdays in any school calendar adopted by, changed by, or amended by the Board unless PACE mutually agrees.
- D. Teachers will be permitted to work from home at their discretion for the first three (3) days school is closed. Beginning with the fourth (4<sup>th</sup>) day, teachers may be required to report if the closure is due to temperature. The teacher shall not be required to report to work if his/her child(ren) school(s) are closed. The Board shall have the authority to schedule as makeup, without additional compensation, each lost workday in excess of the first three (3) days.. Nothing in this provision requires the Board of Education to make up any number of lost workdays. The Board will confer with PACE regarding scheduling of any makeup days and the provisions of Subsections B and C of this subsection shall not apply. When the start of school is delayed due to weather or other calamity, PACE members are not required to report to work at the regular time. Members start time will be determined by adding the amount of time of the delay and adding that amount of time to their regular start time.
- E. The official closing of schools by the Superintendent on account of severe weather or other emergency conditions shall not result in loss of pay.

- F. A records day will be provided to all members, either as an early release or a late start. There will be one (1) records day for each of the four (4) quarters, to be scheduled the last day of the quarter or within five (5) days after the end of each of the four quarters, with the exception of the fourth quarter which shall be held no later than the students' last school day.
- G. On days when the state assessments are taken in the Middle School and High School, students not being tested may have an adjusted schedule and arrive at the conclusion of the testing session. For the Middle School there may be an adjusted schedule for two (2) testing days in the spring semester. For the High School there may be an adjusted schedule for five (5) testing days in the spring semester.

9.012 The member workday shall be as follows:

- A. The length of the workday for all full-time members shall be eight (8) consecutive hours. The workday may be adjusted on parent/teacher conference days, provided that the number of hours in that workweek averages eight (8) hours for each workday.
- B. The length of the workday for members who are less than full-time shall be one of the following:
  - one-fifths time - ninety-six (96) minutes;
  - two-fifths time - one hundred ninety-two (192) minutes;
  - one-half time - two hundred forty (240) minutes;
  - three-fifths time - two hundred eighty-eight (288) minutes.

The length of a part-time workday shall be determined by the average length of a workday over a ten workday period.

Members serving under a three-fifths (3/5) time contract shall have a thirty minute duty free lunch period as provided in Section 9.013 which shall be included within the two hundred eighty-eight (288) minutes.

- C. All members shall have the right to join, hold office, and/or participate in any community, civic, and/or professional organization(s) outside their contractual workday at their sole discretion without administrative interference.
- D. In the elementary schools when the length of the work day is extended due to a member volunteering to attend/or to be a presenter at a building event/activity, and the member is not compensated as part of a supplemental contract or special project, the member may count the volunteer time up to one additional workday. The member shall submit a

record of each hour or portion of an hour on a form approved by Administration, as an additional Professional Development Day. Payment shall be made as an additional workday or portion thereof in the last pay in June.

**9.013 The lunch period shall be as follows:**

- A. Each member shall be granted at least thirty (30) consecutive minutes during the student day for lunch each school day during which time the member shall not be required to perform any school activity.
- B. The granting of the lunch period to a member shall not be cause for lengthening the school day.
- C. Members shall be permitted to leave their schools during their thirty (30) minute lunch period with prior notice to the office. Members failing to return prior to the end of the thirty (30) minute lunch period may be subject to disciplinary action.

**9.02 Contract Day and Teacher Load**

**9.021 Preparation time shall be as follows:**

- A. All full-time members shall have unassigned preparation collaboration time of no less than two hundred fifty (250) minutes or five (5) periods, whichever is greater, each work week. A work week shall mean a regular five (5) day work week.
- B. Members on part-time status shall be provided planning times as follows:
  - one-fifths time - fifty (50) minutes per week;
  - two-fifths time - one hundred (100) minutes per week;
  - one-half time - one hundred twenty-five (125) minutes per week;
  - three-fifths time - one hundred fifty (150) minutes per week.
- C. Except in weeks where a holiday or a non-student day occurs, two (2) days per week, the time before students arrive and the time after the students leave, will always be unencumbered and protected for preparation or collaboration. (IAT meetings are considered collaboration.) In weeks when grades are due, three (3) days that week, the time before students arrive and the time after students leave will always be unencumbered and protected for preparation or collaboration. No General Education member shall be scheduled for more than two (2) IAT meetings in any given week

within the member's planning time. Special Education teachers' attendance at IEP meetings shall be considered collaboration for purposes of this section. It will be the member's responsibility to inform his/her building administrator if more than two IAT meetings are scheduled in any given week during his/her plan time.

D. Full-time ESL tutors shall receive two hundred (200) minutes of planning time per week, within the teacher workday.

9.022 The Board within its management rights, shall determine the number of class periods (bells) per day, the length of the student day, individual starting and quitting times and other events, activities or practices occurring within the workday, subject to the specific terms, conditions and limitations contained within this Contract. Individual building principals may alter the starting or ending times of members or students in their building subject to the following provisions:

- A. Individual building principals may temporarily alter the starting or ending times of staff with ten (10) days prior notice. The temporary change may not exceed five days within any school year. The ten-day rule may be waived by ninety percent (90%) of the building members voting by secret ballot to do so.
- B. Changing the starting or ending times of any school day for more than five (5) consecutive days will require discussions with PACE prior to implementation.
- C. Excluding special education teachers, members who are assigned special education students as part of an inclusion program will be provided additional preparation time when needed, as determined by the member's supervisor.

9.023 Members of the bargaining unit who are appointed to perform on a regular basis non-teaching supervisory duties outside of the regular workday shall be issued a supplemental contract specifically indicating the duty or duties to be performed.

9.024 Members who substitute for absent members during their scheduled unassigned preparation period shall receive the current hourly rate to a maximum of one (1) paid period per day. Elementary teachers and MS/HS Physical Education teachers who accept five (5) or more pupils in their class who are not on their regular class list will receive eighteen (\$18.00) per hour rounded up to the next half-hour.

9.025 Internal substitution in assignments where a substitute was not employed shall be done by members only.

### **9.03 Protection of Teachers**

- 9.031 The Board shall distribute rules and regulations setting forth the procedures to be utilized in disciplining, suspending, or expelling students.
- 9.032 The Board shall provide all members with information as to the availability of workers' compensation benefits and the local Board procedures for obtaining applications in the Teacher Handbook.
- 9.033 The environmental conditions of the classroom and other school facilities shall be in compliance with State and Federal regulations. The reporting of concerns about environmental conditions shall be dealt with in a timely manner with priority considerations given to health issues. Any outside environmental testing results shall be made available to PACE upon request.
- 9.034 Any electronic maintenance requests will be dealt with in a timely manner.
- 9.035 Any visitor to the building must sign in at the office and receive a visitor's pass. The office shall contact the member before the visitor is permitted in the member's classroom.
- 9.036 A crisis management plan shall be provided and reviewed with the staff of each building by September 30.

### **9.04 Job Descriptions**

Prior to amending a job description, the Board will notify PACE and will accept for consideration PACE's proposed job description. Final authority to establish job descriptions shall remain with the Board. Either party may negotiate regarding the effects of the change in the job description.

### **9.05 Department Heads and Team Leaders**

Prior to appointing Department Heads or Team Leaders, the Board will post a notice on the appropriate bulletin board or give written notice to all affected members.

The supplemental contract levels for department heads are found in Appendix G of this Contract. New department heads will be placed on Level A of the appropriate step.

### **9.06 Job Sharing**

- 9.061 The Board of Education shall have the right to fill a member position with two members. Participation in a job sharing arrangement is voluntary. Each member will be responsible for four (4) hours of the eight (8) hour day. The member will be responsible for an AM or PM position. Each member will work all days of the week that school is in session. It shall be each member's responsibility to find a member to serve the other half of his or her assignment. The member must make a request in writing to the building principal. A plan, including names of the two

job sharing persons and their schedule must be submitted by March 31 to the Human Resources Director or by sending a separate form by April 14 of the school year prior to the commencement of the job share. Copies of all job share requests will be sent to the PACE President or designee. Notification to job share applicants of the disposition of their requests will be postmarked by May 1. The administration reserves the right to approve or not approve job sharing arrangements. A member will be credited with a year of service for each year in which the member participates in a job sharing arrangement.

Compensation for each member shall be fifty percent (50%) of his full time salary based on the current salary schedule. Job sharing members will receive one-half the allotment of personal leave and sick leave per year of a full-time member.

- 9.062 Health and dental insurance coverage shall be the same as members serving under a half-time contract except that if one job share partner waives in writing medical and/or dental coverage, the other partner may receive medical and/or dental coverage by contributing the same premium share as a full-time member.
- 9.063 When either member in a job share wishes to end the job share arrangement, the steps for reassignment to full time shall be:
  - A. The most senior job share member shall remain in the current classroom/grade/building that was shared.
  - B. The least senior job share member shall be reassigned to any vacancy for which he/she is certified.
  - C. If there are no vacancies, the Board shall institute Section 5.11– Reduction in Force. The least senior job share member has all rights contained in that section including bumping.

#### **9.07 Dual Certification**

Members commencing employment with the school district holding more than one certificate on the effective date of the member's employment, shall as a condition of continuing employment, maintain all certificates, and shall be required to renew all certificates once.

### **ARTICLE X: DISCIPLINE**

#### **10.01 Discipline**

No member shall be disciplined, terminated or suspended without good and just cause including immorality, incompetency, and willful violations of the reasonable rules and regulations adopted by the Board.

- 10.011 All notices of disciplinary action, excluding termination, shall contain a statement that the notice has been served upon the member. Notices shall be

specific, and shall, to the extent possible, designate the specific rule or regulation which is violated or otherwise sufficiently apprise the member of the nature of the charge. A member receiving a notice of disciplinary action shall sign the notice and acknowledge receipt on the date of service. If the member refuses to sign the notice, said notice shall be considered received as of the indicated date of service. PACE shall be provided a copy of all notices of disciplinary action unless the member requests in writing that PACE not be notified.

- 10.012 A notice of termination shall be served by certified mail, return receipt requested. In addition to service by certified mail, the Board may serve a termination notice by personal service. PACE shall be provided a copy of all notices of termination.
- 10.013 If said notice is returned as undeliverable or refused, it shall be determined that the Board has met their obligation to notify. The date of service shall be deemed either the date received by certified mail or the date of personal service, whichever is later.

## **10.02 PACE Representation**

The member shall have the right to request and have PACE representation at any meeting with an administrator in which the member is subject to questioning which may lead to disciplinary action against the member.

## **10.03 Pre-Disciplinary Hearing**

- 10.031 A pre-disciplinary hearing shall be held prior to any disciplinary action to suspend or terminate any member, unless the member specifically waives the hearing in writing. The member must have advance notification of the purpose of the hearing, and shall have the right to have a PACE representative at the hearing. This section shall not apply in cases of nonrenewal, or any case in which no record is maintained of the supervisor's discussion with a member, even if the member might consider the discussion to be disciplinary in nature. No hearing shall be held sooner than twenty-four (24) hours after the notice has been served on the member.
- 10.032 A pre-disciplinary hearing shall not be necessary for oral reprimands for which a written record is maintained.
- 10.033 Nothing in this Section shall restrict the right of the Board to temporarily suspend a member for incidents which necessitate the member's immediate removal from the classroom. The member shall be advised of the reasons for removal from the classroom at that time. A pre-disciplinary hearing shall be held within three (3) working days of the suspension. The member shall have the right to have a PACE representative present at the hearing.

#### **10.04 Disciplinary Procedure for Suspension and/or Termination**

The Superintendent, or designee, shall give a member written notice of intent to recommend disciplinary action to the Board. This notice shall state the reason for such recommendation in terms sufficiently adequate to understand the charges against the member.

#### **10.05 Appeal Procedure**

All disciplinary actions as described in this article are subject to appeal exclusively through the grievance and arbitration provisions of this Contract except contract nonrenewals. Statutory appeal rights set forth in Chapter 3319, ORC, shall not be applicable to members. Suspensions without pay and terminations may be appealed directly to arbitration without exhausting the steps of the grievance procedure. Evaluations may not be used by the Board as evidence in disciplinary arbitrations without independent supporting evidence.

### **ARTICLE XI: MANAGEMENT RIGHTS**

#### **11.01 Management Recognition**

- 11.011 PACE recognizes that the Board is the legally constituted body responsible for the management, direction and control of all of the public schools of the Board and employees and other personnel employed by the Board, and for the determination of all resolutions, policies, practices, procedures, rules and regulations governing any and all aspects of the Board's school district.
- 11.012 PACE recognizes that all rights and responsibilities of the Board existing before the execution of this Contract, including the following enumerated rights:
  - A. to determine matters of inherent managerial policy which include, but not limited to, areas of discretion or policy such as the functions and programs of the Princeton City School District, standards of services, the Board's overall budget, utilization of technology, and organizational structure;
  - B. to direct, supervise, evaluate or hire employees;
  - C. to maintain and improve the efficiency and effectiveness of the Princeton City School District;
  - D. to determine the overall methods, process, means, or personnel by which the operations of the Princeton City School District are to be conducted;
  - E. to suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
  - F. to determine the adequacy of the work force;
  - G. to determine the overall mission of the Princeton City School District;
  - H. to effectively manage the work force; and

- I. to take actions to carry out the mission of the Princeton City School District;

are retained by the Board, and that those rights, and responsibilities shall belong solely and exclusively to the Board during the term of this Contract and all other Contracts, except as may be expressly and specifically modified by the express terms of this Contract.

#### **11.02 Policies and Regulations**

- 11.021 The Board agrees to provide PACE with copies of all new Board policies, resolutions, rules, procedures, and regulations that affect members.
- 11.022 Any wages, terms, and condition changes in resolutions, policies, rules, procedures, and regulations which affect members will be provided in writing to PACE within five (5) workdays of the change. Failure to provide this information shall be subject to the grievance procedure.

#### **11.03 Integrity of Contract**

- 11.031 The Board and PACE agree that the terms and provisions contained in this written Contract constitute the entire Contract between the parties and supersede all previous communications, understandings, or memoranda of understanding pertaining to any matters set forth in this Contract or to any other matter.
- 11.032 The Board and PACE agree that during the negotiations which preceded this Contract, each party had the unlimited right to make any demands or proposals and to bargain about each and every proposal made. The parties further agree that during the term of this Contract, each voluntarily and unqualifiedly agrees to waive its right to bargain with respect to any matter whatsoever, whether or not such matter is contained in this Contract.
- 11.033 The parties agree that certain provisions of this Contract are intended to supersede applicable or related State Law where the parties are permitted to do so under ORC 4117.10(A) and the following provisions of this savings clause shall not apply. Except as set forth above, should any provision of this Contract be found to be void or invalid by a court of competent jurisdiction, the Board and PACE shall meet and renegotiate that provision. All other provisions of this Contract shall remain in full force and effect for the duration of this Contract.

## ARTICLE XII: DURATION

### 12.01 Term of Contract

The provisions of this Contract shall be in full force and effect from midnight July 1, 2016 – June 30, 2019. Article VII, Section 7.01 shall be in effect until negotiations for a successor Contract are completed.

IN WITNESS WHEREOF, the parties have hereunto set their hands this the 18<sup>th</sup> of  
April, 2016.

For the  
PRINCETON ASSOCIATION OF  
CLASSROOM EDUCATORS

Hutchens, AM  
PACE President

Christina M. Wurdick  
Negotiations Spokesperson

Amanda M. Otters  
Negotiations Chairperson

For the  
BOARD OF EDUCATION OF THE  
PRINCETON CITY SCHOOL DISTRICT

Thomas L. Dyer, Ph.D.  
Superintendent

Susan Wyden  
President of the Board of Education

OB 4-19-16  
Treasurer

Appendix C: 2016-2017 Teacher Salary schedule

2016-2017 (186 Contract days)

Base 42,567

STEP	B.S.		B.S./150		M.S.		MS +10		MS +20		MS +30		D	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.000	42,567	1.040	44,270	1.100	46,824	1.120	47,675	1.140	48,527	1.160	49,378	1.200	51,081
1	1.030	43,844	1.070	45,547	1.140	48,527	1.160	49,378	1.180	50,229	1.200	51,081	1.240	52,783
2	1.060	45,121	1.100	46,824	1.180	50,229	1.200	51,081	1.220	51,932	1.240	52,783	1.300	55,337
3	1.120	47,675	1.160	49,378	1.240	52,783	1.260	53,635	1.280	54,486	1.300	55,337	1.360	57,891
4	1.180	50,229	1.220	51,932	1.300	55,337	1.320	56,189	1.340	57,040	1.360	57,891	1.420	60,445
5	1.240	52,783	1.280	54,486	1.360	57,891	1.380	58,743	1.400	59,594	1.420	60,445	1.480	62,999
6	1.300	55,337	1.340	57,040	1.420	60,445	1.440	61,297	1.460	62,148	1.480	62,999	1.540	65,554
7	1.360	57,891	1.400	59,594	1.480	62,999	1.500	63,851	1.520	64,702	1.540	65,554	1.600	68,108
8	1.420	60,445	1.460	62,148	1.540	65,554	1.560	66,405	1.580	67,256	1.600	68,108	1.660	70,662
9	1.480	62,999	1.520	64,702	1.600	68,108	1.620	68,959	1.640	69,810	1.660	70,662	1.720	73,216
10	1.540	65,554	1.580	67,256	1.660	70,662	1.680	71,513	1.700	72,364	1.720	73,216	1.780	75,770
11	1.600	68,108	1.640	69,810	1.720	73,216	1.740	74,067	1.760	74,918	1.780	75,770	1.840	78,324
12	1.660	70,662	1.700	72,364	1.780	75,770	1.800	76,621	1.820	77,472	1.840	78,324	1.900	80,878
13	1.720	73,216	1.760	74,918	1.840	78,324	1.860	79,175	1.880	80,026	1.900	80,878	1.960	83,432
14	1.755	74,705	1.820	77,472	1.900	80,878	1.920	81,729	1.940	82,580	1.960	83,432	2.020	85,986
15		1.880	80,026	1.960	83,432	1.980	84,283	2.000	85,134	2.020	85,986	2.080	88,540	
16		1.915	81,516	2.020	85,986	2.040	86,837	2.060	87,688	2.080	88,540	2.140	91,094	
17			2.055	87,476	2.075	88,327	2.095	89,178	2.115	90,030	2.175	92,584		

Appendix C: 2017-2018 Teacher Salary schedule

2017-2018 (186 Contract days)

Base 43,525

STEP	B.S.		B.S./150		M.S.		MS +10		MS +20		MS +30		D	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.000	43,525	1.040	45,266	1.100	47,877	1.120	48,748	1.140	49,618	1.160	50,489	1.200	52,230
1	1.030	44,831	1.070	46,572	1.140	49,618	1.160	50,489	1.180	51,359	1.220	52,230	1.240	53,971
2	1.060	46,136	1.100	47,877	1.180	51,359	1.200	52,230	1.220	53,100	1.240	53,971	1.300	56,582
3	1.120	48,748	1.160	50,489	1.240	53,971	1.260	54,841	1.280	55,712	1.300	56,582	1.360	59,194
4	1.180	51,359	1.220	53,100	1.300	56,582	1.320	57,453	1.340	58,323	1.360	59,194	1.420	61,805
5	1.240	53,971	1.280	55,712	1.360	59,194	1.380	60,064	1.400	60,935	1.420	61,805	1.480	64,417
6	1.300	56,582	1.340	58,323	1.420	61,805	1.440	62,676	1.460	63,546	1.480	64,417	1.540	67,028
7	1.360	59,194	1.400	60,935	1.480	64,417	1.500	65,287	1.520	66,158	1.540	67,028	1.600	69,540
8	1.420	61,805	1.460	63,546	1.540	67,028	1.560	67,899	1.580	68,769	1.600	69,640	1.660	72,251
9	1.480	64,417	1.520	66,158	1.600	69,640	1.620	70,510	1.640	71,381	1.660	72,251	1.720	74,863
10	1.540	67,028	1.580	68,769	1.660	72,251	1.680	73,122	1.700	73,992	1.720	74,863	1.780	77,474
11	1.600	69,640	1.640	71,381	1.720	74,863	1.740	75,733	1.760	76,604	1.780	77,474	1.840	80,086
12	1.660	72,251	1.700	73,992	1.780	77,474	1.800	78,345	1.820	79,215	1.840	80,086	1.900	82,697
13	1.720	74,863	1.760	76,604	1.840	80,086	1.860	80,956	1.880	81,827	1.900	82,697	1.960	85,309
14	1.755	76,386	1.820	79,215	1.900	82,697	1.920	83,568	1.940	84,438	1.960	85,309	2.020	87,920
15		1.880	81,827	1.960	85,309	1.980	86,179	2.000	87,050	2.020	87,920	2.080	90,532	
16		1.915	83,350	2.020	87,920	2.040	88,791	2.060	89,661	2.080	90,532	2.140	93,143	
17			2.055	89,444	2.075	90,314	2.095	91,185	2.115	92,055	2.175	94,667		

Appendix C: 2018-2019 Teacher Salary schedule

2018-2019 (186 Contract days)

Base 44,178

STEP	B.S.		B.S./150		M.S.		MS +10		MS +20		MS +30		D	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.000	44,178	1.040	45,945	1.100	48,596	1.120	49,479	1.140	50,363	1.160	51,246	1.200	53,013
1	1.030	45,503	1.070	47,270	1.140	50,363	1.160	51,246	1.180	52,130	1.200	53,013	1.240	54,781
2	1.060	46,829	1.100	48,596	1.180	52,130	1.200	53,013	1.220	53,897	1.240	54,781	1.300	57,431
3	1.120	49,479	1.160	51,246	1.240	54,781	1.260	55,664	1.280	56,548	1.300	57,431	1.360	60,082
4	1.180	52,130	1.220	53,897	1.300	57,431	1.320	58,315	1.340	59,198	1.360	60,082	1.420	62,733
5	1.240	54,781	1.280	56,548	1.360	60,082	1.380	60,965	1.400	61,849	1.420	62,733	1.480	65,383
6	1.300	57,431	1.340	59,198	1.420	62,733	1.440	63,616	1.460	64,500	1.480	65,383	1.540	68,034
7	1.360	60,082	1.400	61,849	1.480	65,383	1.500	66,267	1.520	67,150	1.540	68,034	1.600	70,685
8	1.420	62,733	1.460	64,500	1.540	68,034	1.560	68,917	1.580	69,801	1.600	70,685	1.660	73,335
9	1.480	65,383	1.520	67,150	1.600	70,685	1.620	71,568	1.640	72,452	1.660	73,335	1.720	75,986
10	1.540	68,034	1.580	69,801	1.660	73,335	1.680	74,219	1.700	75,102	1.720	75,986	1.780	78,637
11	1.600	70,685	1.640	72,452	1.720	75,986	1.740	76,869	1.760	77,753	1.780	78,637	1.840	81,287
12	1.660	73,335	1.700	75,102	1.780	78,637	1.800	79,520	1.820	80,404	1.840	81,287	1.900	83,938
13	1.720	75,986	1.760	77,753	1.840	81,287	1.860	82,171	1.880	83,054	1.900	83,938	1.960	86,589
14	1.755	77,532	1.820	80,404	1.900	83,938	1.920	84,821	1.940	85,705	1.960	86,589	2.020	89,239
15		1.880	83,054	1.960	86,589	1.980	87,472	2.000	88,356	2.020	89,239	2.080	91,890	
16		1.915	84,601	2.020	89,239	2.040	90,123	2.060	91,006	2.080	91,890	2.140	94,541	
17			2.055	90,786	2.075	91,669	2.095	92,553	2.115	93,436	2.175	96,087		

**APPENDIX F -  
NURSES/TUTORS**

**2016-2017 SCHOOL YEAR**

Hourly Rate

25.29

**TUTORS**

School Nurses Hired  
After 9/1/97

Step	BASE	35,629	EXPERIENCE	HOURLY RATE
0	1.000	35,629	0-1 YRS	27.59
1	1.040	37,065	2-3 YRS	29.24
2	1.081	38,503	4-5 YRS	31.00
3	1.121	39,941	6 or more yrs	32.87
4	1.161	41,376		
5	1.202	42,815		
6	1.242	44,249		
7	1.282	45,688		
8	1.323	47,123		
9	1.363	48,561		
10	1.403	50,000		
11	1.444	51,436		
12	1.484	52,872		
13	1.524	54,311		

## APPENDIX F - NURSES/TUTORS

## 2017-2018 SCHOOL YEAR

Hourly Rate **25.86** TUTORS

School Nurses Hired After 9/1/97		EXPERIENCE	HOURLY RATE
Step	BASE		
0	1.000	36,430	28.21
1	1.040	37,899	29.90
2	1.081	39,369	31.70
3	1.121	40,839	33.61
4	1.161	42,307	
5	1.202	43,778	
6	1.242	45,245	
7	1.282	46,716	
8	1.323	48,184	
9	1.363	49,654	
10	1.403	51,125	
11	1.444	52,594	
12	1.484	54,062	
13	1.524	55,533	

**APPENDIX F -  
NURSES/TUTORS**

**2018-2019 SCHOOL YEAR**

Hourly Rate

26.25

**TUTORS**

**School Nurses Hired  
After 9/1/97**

Step	BASE	36,977	EXPERIENCE	HOURLY RATE
0	1.000	36,977	0-1 YRS	28.63
1	1.040	38,468	2-3 YRS	30.35
2	1.081	39,960	4-5 YRS	32.18
3	1.121	41,452	6 or more yrs	34.12
4	1.161	42,942		
5	1.202	44,435		
6	1.242	45,924		
7	1.282	47,417		
8	1.323	48,907		
9	1.363	50,399		
10	1.403	51,892		
11	1.444	53,383		
12	1.484	54,872		
13	1.524	56,366		

## APPENDIX G: ASSIGNMENT/DUTIES

<u>District</u>	<u>Level</u>
Band Director- Elementary - 6th Grades	4
Communications Council	2
Coordinator - Extended Day Building, 0-50 Students	15
Coordinator - Extended Day Building, 51-100 Students	16
Coordinator - Extended Day Building, 101+ Students	17
Coordinator - Extended Day Building, 150 + Students	18
Coordinator - District Music	9
Coordinator -District Music, Assistant	8
Drug Free Schools Liaison	1
Instructional Council Leader - Art	5
Instructional Council Leader - Gifted	5
Instructional Council Leader - Language Arts	5
Instructional Council Leader - Learning Center	5
Instructional Council Leader - Mathematics	5
Instructional Council Leader - Music	5
Instructional Council Leader - Physical Education	5
Instructional Council Leader - Science/Health/Outdoor Education	5
Instructional Council Leader - Social Studies	5
Instructional Council Leader - Technology	5
Intermediate Leader	5
Mentor - For Experienced Teacher	4
Mentor - For Teacher New To Education	6
Peer Collaborator	15
Psychologist - Head	4
Primary Leader	5
Programs Design Council-Elementary Counselor Representative	2
Student Council	1
Wellness Committee	17

<u>Middle School</u>	<u>Level</u>
Advisor - Art Activities	4
Advisor – Musical/Drama Director	8
Advisor – Drama Assistant	6
Advisor – Drama Assistant II	4
Advisor –Drill/Dance Team	14
Advisor - Plus Club, 7th Grade	1
Advisor - Plus Club, 8th Grade	1
Advisor - S.O.L.S.	3
Advisor – Student Council, 6 <sup>th</sup> Grade	3
Advisor - Student Council, 7th Grade	3
Advisor - Student Council, 8th Grade	3
Advisor - Writing Workshop	7
Advisor - Yearbook	8

<b>Middle School-continued</b>	<b><u>Level</u></b>
Advisor - Yearbook, Assistant	3
Advisor - TV Production	6
Builders Club	3
Coordinator – Math Connections	14
Coordinator – Reading Enrichment	14
Director – 6 <sup>th</sup> Grade Band	3
Director – 6 <sup>th</sup> Grade Band Assistant	1
Director - 7th Grade Band	3
Director - 7th Grade, Band Assistant	1
Director - 8th Grade Band	3
Director - 8th Grade, Band Assistant	1
Director - Choral Ensemble	1
Director – Concert Band	4
Director - Concert, Band Assistant	2
Director of Bands PCMS	4
Director – 6 <sup>th</sup> Grade Choir	3
Director – 6 <sup>th</sup> Grade Choir Assistant	1
Director - 7th Grade Choir	3
Director - 7th Grade, Choir Assistant	1
Director - 8th Grade Choir	3
Director - 8th Grade, Choir Assistant	1
Director – Concert Choir	4
Director - Concert, Choir Assistant	2
Director – 7 <sup>th</sup> Grade Jazz Band	4
Director – 8 <sup>th</sup> Grade Jazz Band	4
Director – 6 <sup>th</sup> Grade Orchestra	3
Director – 6 <sup>th</sup> Grade Orchestra Assistant	1
Director – Concert Orchestra	4
Director- Concert Orchestra Assistant	2
Director – 7 <sup>th</sup> Grade Orchestra	3
Director – 7 <sup>th</sup> Grade Orchestra Assistant	1
Director – 8 <sup>th</sup> Grade Orchestra	3
Director – 8 <sup>th</sup> Grade Orchestra Assistant	1
Future Problem Solving	7
Honor Society	6
PASA-Coordinator	15
PASA-Assistant	7
PCMS Chess Coach	3
Pep Club	5
Director – Princeton POPS Orchestra	1
Publications	7
Subject leader	8
Subject leader/Materials Manager – Foreign language/ELL	8
Subject leader – Guidance	19
Subject leader/Materials manager	15

<b>Middle School-continued</b>	<b>Level</b>
Subject leader/Materials manager – Art	15
Subject leader/Materials manager – Health	15
Subject leader/Materials manager – PE	15
Subject leader – Music	19
<b>High School</b>	<b>Level</b>
Subject leader – Special education	19
Subject leader/Materials Manager Technology	15
Team Leader	19
Advisor - Class-HS	9
Advisor - Junior Council World Affairs-HS	4
Advisor - National Honor Society	4
Advisor - Student Council	9
Advisor - Student Foreign Exchange	4
Advisor - Vikings	4
Band Director - Twirler	14
Advisor – Yearbook - HS	17
Band Director – Concert Band	2
Band Director - Concert, Band Assistant	1
Band Director – Drill Team	14
Band Director – Flag Corps	14
Band Director –Wind Ensemble	2
Band Director - Wind Ensemble Assistant	1
Band Director - Marching Band Head	17
Band Director Marching, Band Assistant	14
Band Director - Marching Band Camp	12
Band Director – Pep Band	4
Band Director – Symphonic Band	2
Band Director - Symphonic, Band Assistant	1
Band Travel Assistant - Marching Band	6
Director of Bands - High School	9
Band Director - Marching Band Camp Workshop	6
Band Instrument Repair	12
Non-Musical Production – Builder	5
Children’s Show - Builder	5
Musical - Builder	7
Percussion Instrument Repair	6
Orchestra Instrument Repair	6
Director – Chorale	4
Director - Spectrum	17
Director Assistant – Spectrum	15
Director - A Cappella - Choir	8
Director Assistant - A Cappella – Choir	6
Director - Vocal Chamber Ensemble	5
Director - Choraliers	3

<b>High School-continued</b>	<b>Level</b>
Director - Choraliers Assistant	1
Choreographer —Musical	4
Conductor Musical - Orchestra	10
Coordinator – Advanced Studies	20
Coordinator - Intramural	7
Costume and Make-up - Children's Show	7
Costume and Make-up – Musical	10
Costume and Make-up - Non-Musical Production	7
Producer - Musical	17
Director – Marching Band Prep	6
Debate Coach - Assistant	9
Debate Coach – Head	15
Debate Coach – Speech Assistant	9
Department Head - Art	18
Department Head - Computer and Information Science	18
Department Head - Driver Ed.	18
Department Head - English	20
Department Head - Family and Consumer Science	18
Department Head - Foreign Language	18
Department Head - Guidance	20
Department Head - Industrial Technology	18
Department Head - Library/Learning Center	18
Department Head - Mathematics	20
Department Head - Music	19
Department Head - Physical Education/Health	18
Department Head - Science	20
Department Head - Social Studies	20
Department Head - Special Education	20
Department Head - Speech Assistant	16
Director - Children's Show	14
Director - Children's Theater	14
Director Jazz Ensemble	9
Director Jazz Lab Band	6
Director Assistant Jazz Lab Band	4
Director Musical	17
Director – Non-Musical Production	14
Director - Chamber Orchestra	5
Director - Orchestra	7
Director Assistant– Orchestra	5
Director - Musical Vocal	12
Director - Student Theater Productions	17
Technical Director - Children's Theater	7
Technical Director - Non-Musical Production	14
Director Viking Voices – Choir	4
Director Assistant – Viking Voices, - Choir	2

**High School-continued**

	<u>Level</u>
International Baccalaureate Essay Advisor	1*
Internet-Course Supervisor	\$275.00 per student
Key Club	5
Ninth Grade Team Leaders	10
Odyssey of the Mind	3
Ohio Mock Trail	11
PASA	17
Advisor - Newspaper	10
Technical Director	10
Ticket Sales - Theatrical Publicity Coordinator	4
Thespian Advisor	5

\*Level 1 payment for each student advised.

## APPENDIX G: SUPPLEMENTAL CONTRACT TIERS

### Tier 1

Basketball	Varsity Head	XII
	Varsity Assistant	VIII
Football	Reserve Head	VII
	Reserve Assistant	V
	LL Head	V
	LL Assistant	IV

### Tier 2

Swimming	Varsity Head	X
Wrestling	Varsity Assistant	VII
	Reserve Head	VI
	Reserve Assistant	V
	LL Head	V
	LL Assistant	IV

### Tier 3

Baseball	Varsity Head	IX
Soccer	Varsity Assistant	VI
Softball	Reserve Head	VI
Track/Field	Reserve Assistant	V
Volleyball	LL Head	V
	LL Assistant	IV

### Tier 4

Bowling	Varsity Head	V
Golf	JV Head	III
Tennis	Varsity Assistant	III
Water Polo	Reserve Head	III
Cross Country	Reserve Assistant	III
	LL Head	III
	LL Assistant	II

### Tier 5

ACA Team	Varsity Head	III
Chess	Varsity Head	III
Cheerleading, FB,BB	Varsity Head	IV,V
	Reserve Head	III, III
	LL Head	III, III
Director	Athletic, Associate	XII
Director	Athletic, Assistant	X
Director	Athletic, Assistant, High School	X
Director	Assistant, Sports Program	I
Director	Sports Program	VI
Competitive Dance Team	(Varsity Head)	IX
Competitive Dance Team Assistant	(Varsity Assistant)	V
Equipment Manager	High School	VII

## APPENDIX G: SUPPLEMENTAL CONTRACT TIERS

### Tier 5-continued

Equipment Manager	7 <sup>th</sup> and 8 <sup>th</sup> Grade	II
Indoor Track	Varsity Head	III
	Varsity Assistant	II
Pep Club	7 <sup>th</sup> and 8 <sup>th</sup> Grade	II
Special Olympics	Coordinator	II
Strength <i>Training</i>	Varsity Head	V
	Varsity Assistant	IV
	<i>Summer</i>	III
Ticket Manager	Summer	VI
Trainer	Head	XII
Trainer	Assistant	IX
Trainer	7 <sup>th</sup> and 8 <sup>th</sup> Grade	II
Wrestlerettes	7 <sup>th</sup> and 8 <sup>th</sup> Grade	II
Wrestlerettes	Varsity Head	III

**APPENDIX J - EXTRACURRICULAR/EXTENDED SEASON**

<u>2016-2017 Extracurricular</u>												
BASE	\$514											
Level	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
A	514	852	1,363	1,701	2,216	2,555	3,056	3,414	3,911	4,256	4,446	5,101
B	687	1,018	1,701	2,030	2,724	3,056	3,745	4,088	4,783	5,101	5,415	6,572
C	855	1,185	2,030	2,386	3,230	3,569	4,426	4,783	5,443	5,958	6,477	8,050
D	1,018	1,363	2,386	2,724	3,745	4,088	5,101	5,306	5,783	6,797	7,470	9,521
E	1,185	1,526	2,724	3,056	4,270	4,599	5,783	6,129	6,970	7,659	8,342	10,998

<u>Extended Season</u>												
BASE	\$155											
LEVEL	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
	155	176	201	218	242	262	272	284	291	314	334	350

<u>2017-2018 Extracurricular</u>												
BASE	\$526											
Level	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
A	526	873	1,397	1,744	2,271	2,619	3,133	3,499	4,009	4,362	4,557	5,228
B	704	1,044	1,744	2,081	2,792	3,133	3,839	4,190	4,903	5,228	5,551	6,737
C	876	1,215	2,081	2,445	3,310	3,658	4,536	4,903	5,579	6,107	6,639	8,251
D	1,044	1,397	2,445	2,792	3,839	4,190	5,228	5,439	5,928	6,967	7,657	9,759
E	1,215	1,564	2,792	3,133	4,376	4,714	5,628	6,282	7,144	7,850	8,551	11,273

<u>Extended Season</u>												
BASE	\$168											
LEVEL	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
	158	180	206	222	248	268	278	290	298	321	342	357

<u>2018-2019 Extracurricular</u>												
BASE	\$534											
Level	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
A	534	886	1,418	1,770	2,305	2,658	3,180	3,552	4,069	4,428	4,626	5,307
B	715	1,060	1,770	2,112	2,834	3,180	3,897	4,253	4,976	5,307	5,634	6,838
C	889	1,233	2,112	2,482	3,360	3,713	4,604	4,976	5,663	6,198	6,738	8,375
D	1,060	1,418	2,482	2,834	3,897	4,253	5,307	5,521	6,017	7,072	7,772	9,906
E	1,233	1,587	2,834	3,180	4,442	4,785	6,017	6,376	7,251	7,968	8,679	11,442

<u>Extended Season</u>												
BASE	\$161											
LEVEL	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
	161	183	209	226	252	272	282	294	302	326	347	363

<u>INDEX</u>												
Level												
A	1.000	1.658	2.654	3.312	4.314	4.975	5.952	6.648	7.616	8.287	8.658	9.933
B	1.338	1.983	3.312	3.954	5.304	5.952	7.294	7.960	9.314	9.933	10.545	12.799
C	1.665	2.308	3.954	4.646	6.289	6.950	8.618	9.314	10.600	11.602	12.612	15.675
D	1.983	2.654	4.646	5.304	7.294	7.960	9.933	10.333	11.262	13.237	14.547	18.541
E	2.308	2.971	5.304	5.952	8.314	8.956	11.262	11.935	13.572	14.914	16.245	21.417

<u>Extended Season</u>												
	1.000	1.140	1.301	1.406	1.566	1.692	1.755	1.832	1.881	2.028	2.161	2.259

APPENDIX K - EXTRACURRICULAR-ACADEMIC

BASE - 2017	\$308
BASE - 2018	\$314
BASE - 2019	\$319

2016-2017 EXTRACURRICULAR-ACADEMIC		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
A	308	458	613	787	921	1,073	1,226	1,378	1,534	1,686	1,839	1,991	2,145	2,606	2,759	3,084	3,833	4,883	6,381	8,931	
B	338	490	643	797	950	1,103	1,256	1,411	1,562	1,717	1,871	2,025	2,175	2,636	2,788	3,218	3,985	5,097	6,571	9,202	
C	367	523	674	827	983	1,135	1,287	1,440	1,593	1,747	1,900	2,056	2,207	2,668	2,820	3,372	4,137	5,314	6,769	9,477	
D	399	552	705	857	1,010	1,165	1,319	1,472	1,625	1,777	1,930	2,080	2,237	2,698	2,850	3,525	4,293	5,530	6,971	9,762	
E	419	583	736	889	1,041	1,196	1,349	1,502	1,653	1,810	1,961	2,114	2,270	2,728	2,881	3,677	4,446	5,745	7,181	10,054	

2017-2018 EXTRACURRICULAR-ACADEMIC		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
A	314	468	627	784	942	1,097	1,253	1,409	1,569	1,724	1,880	2,036	2,193	2,665	2,821	3,133	3,919	4,993	6,525	9,132	
B	345	501	657	815	972	1,128	1,284	1,442	1,597	1,756	1,913	2,070	2,224	2,696	2,851	3,298	4,074	5,212	6,719	9,409	
C	375	534	689	845	1,005	1,161	1,316	1,472	1,629	1,786	1,943	2,102	2,257	2,728	2,884	3,448	4,230	5,433	6,922	9,690	
D	408	564	721	876	1,032	1,192	1,349	1,505	1,661	1,817	1,973	2,133	2,288	2,758	2,914	3,605	4,390	5,854	7,128	9,981	
E	429	596	753	909	1,064	1,222	1,380	1,536	1,690	1,850	2,005	2,161	2,321	2,789	2,946	3,760	4,546	5,874	7,343	10,280	

2018-2019 EXTRACURRICULAR-ACADEMIC		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
A	319	475	636	796	956	1,114	1,272	1,431	1,592	1,750	1,908	2,067	2,226	2,705	2,863	3,180	3,978	5,088	6,623	9,269	
B	350	509	667	827	986	1,145	1,303	1,464	1,621	1,782	1,942	2,101	2,257	2,736	2,893	3,340	4,135	5,290	6,820	9,551	
C	381	542	700	858	1,020	1,178	1,336	1,494	1,654	1,813	1,972	2,134	2,291	2,768	2,927	3,499	4,294	5,515	7,025	9,835	
D	414	572	732	889	1,048	1,210	1,369	1,528	1,686	1,845	2,003	2,165	2,322	2,800	2,958	3,659	4,456	5,739	7,235	10,131	
E	435	605	764	923	1,080	1,241	1,400	1,559	1,715	1,878	2,035	2,194	2,358	2,831	2,990	3,816	4,614	5,962	7,453	10,434	

INDEX		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
A	1.000	1.490	1.993	2.493	2.997	3.490	3.986	4.483	4.990	5.483	5.979	6.476	6.976	8.476	8.972	9.965	12.455	15.881	20.752	29.045	
B	1.098	1.594	2.091	2.591	3.091	3.587	4.084	4.587	5.080	5.584	6.084	6.584	7.073	8.573	9.066	10.465	12.958	16.577	21.371	29.927	
C	1.192	1.699	2.192	2.689	3.196	3.692	4.185	4.682	5.182	5.682	6.178	6.685	7.178	8.675	9.171	10.965	13.455	17.280	22.014	30.818	
D	1.297	1.794	2.294	2.787	3.283	3.790	4.290	4.787	5.283	5.780	6.276	6.783	7.276	8.773	9.289	11.465	13.962	17.983	22.671	31.745	
E	1.364	1.895	2.395	2.892	3.385	3.888	4.388	4.885	5.374	5.885	6.378	6.874	7.381	8.871	9.371	11.958	14.458	18.682	23.353	32.696	

#### APPENDIX L: DANIELSON FRAMEWORK

1. Instructional Specialist (Academic Coaches)
2. Library/Media Specialist
3. School Nurse
4. School Counselor
5. School Psychologist
6. Therapeutic Specialist (Speech, Hearing, Occupational/Physical Therapist, Tutors, and Others)

*Specific Instruments are available on the district network.*

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN PRINCETON ASSOCIATION OF CLASSROOM EDUCATORS**  
**AND THE PRINCETON CITY SCHOOL DISTRICT**  
**BOARD OF EDUCATION**

This Memorandum of Understanding is entered into on this 18<sup>th</sup> day of 2016, by and between the Princeton Association of Classroom Educators ("Association") and the Princeton City School District Board of Education ("Board").

**WHEREAS**, the Association and the Board are parties to a Collective Bargaining Agreement ("Agreement") effective July 1, 2016 through June 30, 2019; and

**WHEREAS**, the Board is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law; and

**WHEREAS**, the Board and the Association wish to enter into a Memorandum of Understanding regarding the use of the Ohio Teacher Evaluation System ("OTES") during the 2016-17 through 2018-19 school years.

**NOW, THEREFORE, BE IT AGREED** upon by the Board and Association as follows:

The Evaluation Instrument shall be the OTES instrument approved and provided by the Ohio Department of Education. The Board of Education shall utilize eTPES for all evaluations for teachers engaged in instruction for at least fifty per cent (50%) of the time (hereinafter referred to as the "OTES Teachers").

All evaluators of OTES teachers shall be licensed administrators employed by the Board of Education who have been credentialed through the Ohio Department of Education. The evaluations shall not be conducted by a subcontractor.

3. The Board shall maintain an Evaluation Team composed of an equal number of teachers, appointed by the President of the Association, and administrators, appointed by the Superintendent. The Evaluation Team's purpose shall be to review the Board policy, any procedures, and timelines for the evaluation system contained in the Evaluation Handbook established by and make recommendations to the Board of Education. The Evaluation Team shall meet, as necessary, to discuss any conflicts and collaborate on mutually-agreeable solutions. Committee members shall not receive compensation.

4. If a mutually-agreeable solution is not reached by the committee and the outlying issues materially affect terms and conditions of employment, the Board will have a bargaining obligation over those areas that are in disagreement before

implementation. The Association may exercise any and all rights in accordance with the Collective Bargaining Agreement and with Ohio Revised Code Chapter 4117.

5. The use of Student Growth Measures and the percentages shall be determined by the Evaluation Committee. The teachers shall be evaluated on the timelines established by the Committee.

6. For the term of the Agreement, Student Growth Measures shall not be utilized for the purpose of making decisions related to retention, promotion, removal and/or reduction of bargaining unit members during the term of this memorandum of understanding.

7. For purposes of reduction in force only, when determining comparability, the following ratings shall be used in the following order, with ineffective being reduced first:

- a. Accomplished/Skilled
- b. Developing
- c. Ineffective

The ratings shall be established using a three year rolling average, if available. If less than three years are available, the scores available will be used to determine the rating.

4.0 – 3.1 = Accomplished  
3.0 – 2.1 = Skilled  
2.0 – 1.1 = Developing  
1.0 – 0 = Ineffective

8. This memorandum shall expire on June 30, 2019.

9. All other provisions of the Agreement will remain current contract language.

**PRINCETON CITY SCHOOL  
DISTRICT BOARD OF  
EDUATION**

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**Board President**

Date

Board Treasurer

4-14-16

## PRINCETON ASSOCIATION OF CLASSROOM EDUCATORS

## PACE President

Date

## Intent Agreements

During the 2016 negotiations for a successor agreement, the parties have agreed to the following intent agreements. It is understood and acknowledged that these agreements are not subject to the grievance procedure and are reduced to writing to memorialize the parties' discussions during the negotiations. Any conflicts or issues arising pertaining to these agreements during the course of the 2016-2019 Collective Bargaining Agreement shall be resolved through A/A meetings.

### Classroom Equitability:

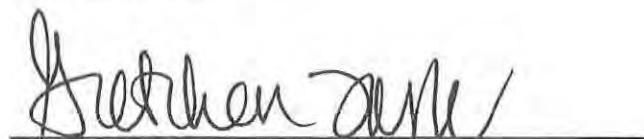
Through the negotiations of the parties, it is agreed that there will be collaboration with building leadership team on setting the schedule. There shall also be collaboration with all stakeholders on scheduling. The Board agrees to send the EMIS report to the Association President when that report is distributed to the administration. The parties agree that the building principals shall collaborate and share best practices on assignment of students. During the A/A meetings, the parties will discuss enrollment data and demographics. Every effort shall be made to maintain balance in grade levels. In addition, every effort shall be made to equalize ELL in a grade level in a building or place them in class with a teacher with dual certification or who has taken the TESOL training.

### Internal Substitutions:

If a teacher obtains coverage from another teacher, at no cost to district, and the time needed is two (2) hours or less, the teacher may sign out per building rules, at the principal's discretion.

  
\_\_\_\_\_  
Superintendent

4-18-2016  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
PACE President

4-18-16  
\_\_\_\_\_  
Date