



10-08-2018
3050-01
18-MED-03-0289
K37211

AGREEMENT

BETWEEN THE

***PAINESVILLE CITY
BOARD OF EDUCATION***

AND THE

***PAINESVILLE CITY
TEACHERS ASSOCIATION***

2018-2020

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TABLE OF CONTENTS

ARTICLE I – RECOGNITION

1.0100	STATEMENT OF RECOGNITION	1
1.0200	DEFINITION OF BARGAINING UNIT	1
1.0300	DURATION OF RECOGNITION	1

ARTICLE II – NEGOTIATIONS PROCEDURE

2.0100	SCOPE OF NEGOTIATIONS	2
2.0200	REQUEST FOR NEGOTIATIONS	2
2.0300	INITIAL MEETING	2
2.0301	SCHEDULING	2
2.0302	PURPOSE	2
2.0400	EXCHANGE OF INFORMATION	2
2.0500	GOOD FAITH BARGAINING	2
2.0600	AGREEMENT	2
2.0700	IMPASSE	3
2.0701	MEDIATION	3
A.	PURPOSE	3
B.	RESTRICTIONS	3
2.0702	AGREEMENT	3
2.0703	RECOMMENDATION	3
2.0704	COST OF MEDIATION	4

ARTICLE III – GRIEVANCE PROCEDURE

3.0100	DEFINITIONS	5
3.0101	GRIEVANCE	5
3.0102	DAYS	5
3.0200	INFORMAL PROCEDURE	5

3.0300	FORMAL PROCEDURE	5
3.0301	STEP I	5
3.0302	STEP II	5
3.0303	STEP III	6
3.0400	ADDITIONAL PROVISIONS	6
3.0401	TIME LIMITS	6
3.0402	PERSONAL COMPLAINTS	6
3.0403	CONFIDENTIALITY	6
3.0404	RELEASED TIME	6
3.0405	SCHEDULING	6
3.0406	NON-ENDORSEMENT	7
3.0407	NO REPRISAL	7

ARTICLE IV - RIGHTS

4.0100	ASSOCIATION RIGHTS	8
4.0101	NEW TEACHER ORIENTATION	8
4.0102	BUILDING USE/FACILITIES	8
	A. USE OF BUILDINGS	8
	B. BUILDING REPRESENTATIVES	8
	C. USE OF MAIL FACILITIES	8
	D. USE OF BULLETIN BOARDS	8
	E. USE OF SCHOOL EQUIPMENT	8
	F. EMPLOYEE INFORMATION	8
4.0103	BOARD/ASSOCIATION RELATIONS	9
	A. AGENDA	9
	B. MINUTES	9
	C. NONCONFIDENTIAL MATERIALS	9
	D. BOARD POLICIES	9
	E. RIGHT TO ADDRESS THE BOARD	9
4.0104	TEACHER/ADMINISTRATOR ADVISORY COMMITTEE	9
	A. PURPOSE	9
	B. COMPOSITION	9
	C. AGENDA ITEMS	9
4.0105	BUDGETS	9
4.0106	FAIR SHARE FEE	9
	A. PAYROLL DEDUCTION OF FAIR SHARE FEE	9
	B. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE	10
	C. FAIR SHARE FEE PAYMENT SCHEDULE	10
	D. TRANSMITTAL OF DEDUCTIONS	10
	E. PROCEDURE FOR REBATE	10
	F. ENTITLEMENT TO REBATE	11
	G. INDEMNIFICATION OF EMPLOYER	11
4.0107	COMPENSATION TO PCTA OFFICERS FOR UNION ACTIVITIES IN ACCORDANCE WITH STRS.....	11

4.0200	INDIVIDUAL TEACHER RIGHTS	12
4.0201	RIGHTS UNDER THE LAW	12
4.0202	NONDISCRIMINATION	12
4.0203	CITIZENSHIP	12
4.0204	RIGHTS AND PRIVILEGES	12
4.0205	PARTICIPATION IN PROFESSIONAL AND CIVIC ORGANIZATIONS	12
4.0206	NO REPRISALS	12
4.0207	DISCIPLINE	12
4.0208	TELEPHONE	12
4.0209	OPEN ENROLLMENT	12
4.0210	TEACHER EVALUATION	12
	A. ENTITLEMENT	12
	B. DUE PROCESS	13
	C. CONTINUING CONTRACT TEACHERS	13
4.0211	OUT-OF-POCKET REIMBURSEMENT	13

ARTICLE V – WORKING CONDITIONS

5.0100	EMPLOYMENT PRACTICES	14
5.0101	EMPLOYMENT	14
5.0102	NONDISCRIMINATION	14
5.0103	VACANCY DEFINED	14
5.0104	POSTING OF VACANCY(IES)	14
5.0105	FILLING OF A VACANCY	15
5.0200	ASSIGNMENT	15
5.0201	AUTHORITY TO ASSIGN	15
5.0202	SPECIAL ASSIGNMENTS	15
5.0203	REASSIGNMENT	15
5.0300	TRANSFERS	16
5.0301	VOLUNTARY TRANSFER	16
5.0302	INVOLUNTARY TRANSFER	16
5.0303	EXCEPTIONS TO ASSIGNMENT AND/OR TRANSFER	16
5.0304	ALLEGED NONCOMPLIANCE	16
5.0400	TEACHERS' EMPLOYMENT CONTRACTS	16
5.0401	LIMITED CONTRACTS	16
5.0402	CONTINUING CONTRACTS	17
	A. NOTIFICATION OF ELIGIBILITY	17
	B. CHANGE IN STATUS	17
5.0500	FULL-TIME WORK DAY	17
5.0600	PART-TIME TEACHERS	18
5.0601	DEFINITION	18
5.0602	SALARY AND FRINGE BENEFITS	18
5.0603	ELEMENTARY TEACHERS	18
5.0604	MIDDLE SCHOOL TEACHERS	19
5.0605	HIGH SCHOOL TEACHERS	19
5.0606	COMPENSATION	19
5.0607	EXPERIENCE CREDIT	19
5.0608	SENIORITY	20
5.0609	SICK LEAVE/PERSONAL LEAVE	20

5.0610	FRINGE BENEFITS	20
5.0611	EXTRA ASSIGNMENTS	20
5.0700	REDUCTION IN FORCE	20
5.0701	REASONS FOR RIF	20
5.0702	IMPLEMENTATION	20
5.0703	LIMITATIONS	21
5.0704	SENIORITY	21
	A. SENIORITY DEFINED	21
	B. EQUAL SENIORITY	22
	C. POSTING OF SENIORITY LIST	22
	D. CORRECTION OF INACCURACIES	23
5.0705	NOTIFICATION OF ANTICIPATED RIF/IMPLEMENTATION OF RIF ...	23
	A. NOTIFICATION TO THE ASSOCIATION	23
	B. REDUCTION IN FORCE LIST	23
	C. REVIEW OF PROPOSED REDUCTION IN FORCE	24
5.0706	RECALL	24
	A. INITIAL RECALL LIST	24
	B. CHALLENGES	24
	C. PURPOSE OF RECALL	24
	D. DURATION OF TIME ON RECALL LIST	24
	E. ORDER OF RECALL	24
	F. NOTIFICATION	25
	G. NEW CERTIFICATION/LICENSURE	25
5.0800	DRUG-FREE WORKPLACE	25
5.0801	PLEDGE	25
5.0802	RIGHTS OF THE PARTIES	25
5.0803	DEFINITIONS	25
	A. DRUG	25
	B. ILLEGAL DRUG USAGE	25
	C. POSITIVE TEST RESULT	25
5.0804	TESTING	26
	A. AUTHORITY TO TEST	26
	B. CONTROL AND SUPERVISION	26
	C. WHO MAY TEST	26
	D. GUIDELINES AND ADDITIONAL REQUIREMENTS	26
	E. TESTING POSITIVE	26
5.0805	TREATMENT PROGRAMS	27
5.0806	DISCIPLINE	27
	A. CONFIRMATION	27
	B. GRIEVANCE PROCEDURE	27
5.0807	CONFIDENTIALITY	27
5.0900	SPECIAL EDUCATION	27
5.0901	INDIVIDUALIZED EDUCATION PROGRAM (IEP) TEAM	27
5.0902	TRAINING/STAFF DEVELOPMENT	28
5.0903	CLASS SIZE	28
5.0904	ASSIGNMENT	28
5.0905	SUPPORT SERVICES	28
5.0906	RELEASE TIME	28
5.0907	CHALLENGE OF STUDENT PLACEMENT	28

5.0908	IEP WRITING.....	29
5.0909	IEP DISTRIBUTION AND TESTING	29
5.0910	ALTERNATE ASSESSMENT	29
5.1000	LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE	29
5.1001	PURPOSE	29
5.1002	TERM OF OFFICE	29
5.1003	COMMITTEE COMPOSITION AND SELECTION	29
	A. COMPOSITION	29
	B. APPOINTMENTS	29
	C. VACANCY(IES)	30
5.1004	CHAIRPERSON	30
5.1005	DECISION MAKING	30
5.1006	TRAINING	30
	A. TRAINING	30
	B. COMPENSATION FOR TRAINING	30
	C. EXPENSES	30
	D. EQUIVALENT ACTIVITIES	30
5.1007	MEETINGS AND COMPENSATION	30
	A. MEETINGS	30
	B. COMPENSATION	30
5.1008	APPEALS PROCESS	30
5.1100	COOPERATING TEACHER	30
5.1200	SECURITY/WORKING ENVIRONMENT	31
5.1201	REMOVAL OF DISRUPTIVE STUDENT	31
5.1300	STANDARDS FOR OHIO SCHOOLS	31
5.1400	INFECTIOUS AND COMMUNICABLE DISEASES	31
5.1401	DISEASE CONTROL	31
5.1402	DISCRIMINATION	31
5.1403	ADMINISTRATION	31
5.1404	OSHA	32
5.1500	STUDENT HEALTH CONDITIONS AND HEALTH CARE PROCEDURES ...	32
5.1600	LENGTH OF SCHOOL YEAR	32
5.1601	PUPIL CONTACT DAYS	32
5.1602	FIVE (5) NON-TEACHING DAYS	32
5.1603	JANUARY WORKDAY OPTIONS.....	32
5.1604	NEOEA DAY	33
5.1605	CALAMITY DAYS	33
5.1700	CLASS SIZE	33
5.1701	MAXIMUM CLASS SIZE.....	33
5.1702	COMPENSATION FOR EXCEEDING LIMITS.....	33
5.1703	SPECIAL EDUCATION CLASSES	33
5.1800	PERSONNEL FILE	33
5.1801	FILE CONTENT	33
5.1802	APPLICABLE LAW	34
5.1803	ANONYMOUS MATERIAL	34
5.1804	LETTERS FROM NONPROFESSIONALS	34
5.1805	INTEROFFICE COMMUNICATIONS.....	34
5.1806	EVALUATION	34
5.1807	ANECDOTAL RECORDS.....	34

5.1900	PROFESSIONAL STAFF DEVELOPMENT	34
5.1901	PURPOSE	34
5.1902	STUDENT RELEASE	35
5.1903	PROGRAMS OUTSIDE WORKDAY	35
5.1904	PLANNING AND DEVELOPMENT	35
5.2000	PARENT-TEACHER CONFERENCES.....	35
5.2100	EXTENDED AND/OR RELEASED TIME	35
5.2101	DESIRABILITY	35
5.2102	ANNUAL REVIEW	35
5.2103	COMPENSATION.....	35
	A. HOURLY RATE	35
	B. RELEASED TIME.....	35
	C. OPTION.....	36
	D. FAIR DISTRIBUTION.....	36
5.2104	INCLUDED DUTIES	36
5.2200	COMPUTERIZED REPORT CARD/DATA ENTRY	36
5.2300	CLASSROOM MOVING ALLOWANCE	36

ARTICLE VI – LEAVES OF ABSENCE

6.0100	SICK LEAVE	37
6.0101	ACCUMULATION	37
6.0102	ADVANCEMENT	37
6.0103	TRANSFER	37
6.0104	APPROVED USE OF SICK LEAVE	38
6.0105	CALAMITY DAYS	38
6.0106	EMPLOYEE OPTION	38
6.0107	IMMEDIATE FAMILY	38
6.0200	PERSONAL LEAVE	38
6.0201	ENTITLEMENT	38
6.0202	RESTRICTIONS	39
6.0203	UNUSED PERSONAL LEAVE	39
6.0204	COMPENSATION	40
6.0205	REQUEST FOR LEAVE	40
6.0300	SPECIAL LEAVE	40
6.0301	ENTITLEMENT	40
6.0302	RESTRICTIONS	40
6.0303	PER DIEM RATE	40
6.0304	APPROVAL	40
6.0400	BEREAVEMENT LEAVE	40
6.0401	ENTITLEMENT	40
6.0402	EXTENSION	41
6.0500	SABBATICAL LEAVE	41
6.0501	ENTITLEMENT	41
6.0502	RESTRICTIONS	41
6.0503	PLAN FOR PROFESSIONAL IMPROVEMENT	41
6.0504	BENEFITS	41
6.0505	RETURN FROM LEAVE	41
6.0506	COMMITMENT	41

6.0507	PENALTY	41
6.0508	SECOND SABBATICAL	42
6.0509	LEAVE IN EXCESS OF ONE (1) YEAR MAXIMUM	42
6.0600	MATERNITY/PATERNITY-ADOPTION LEAVE	42
6.0601	ENTITLEMENT	42
6.0602	APPLICATION	42
6.0603	DISABILITY	42
6.0604	RETURN FROM LEAVE	42
6.0605	UNFORESEEN CIRCUMSTANCES	42
6.0606	EXTENSION	43
	A. ENTITLEMENT TO EXTENSION	43
	B. APPLICATION FOR EXTENSION	43
	C. TERMINATION OF LEAVE	43
6.0607	CERTIFICATION	43
6.0700	MEDICAL LEAVE	43
6.0701	ENTITLEMENT	43
6.0702	EXHAUSTION OF SICK LEAVE	43
6.0703	PHYSICIAN'S STATEMENT	43
6.0704	DISABILITY RETIREMENT	43
6.0705	CERTIFICATE	44
6.0706	NOTIFICATION	44
6.0800	FAMILY AND MEDICAL LEAVE ACT	44
6.0900	LEAVE OF ABSENCE WITHOUT PAY	44
6.0901	ENTITLEMENT	44
6.0902	REQUEST	44
6.0903	DURATION	44
6.0904	SECOND YEAR	44
6.0905	INVOLUNTARY MILITARY SERVICE	44
6.1000	INJURY LEAVE	44
6.1001	ENTITLEMENT	44
6.1002	RESTRICTIONS	45
	A. SICK LEAVE	45
	B. WORKER'S COMPENSATION	45
	C. PHYSICIAN'S VERIFICATION	45
6.1003	MEDICAL VISITS	45
6.1100	ASSOCIATION LEAVE	45
6.1101	ELECTED POSITION	45
	A. ENTITLEMENT	45
	B. REQUEST AND VERIFICATION	45
	C. RESTRICTIONS	45
6.1102	NON-ELECTED POSITIONS	46
	A. ENTITLEMENT	46
	B. DESIGNATION	46
	C. NOTIFICATION	46
	D. REPORTING	46
	E. LEAVE DAY(S) DEDUCTION	46
6.1200	PROFESSIONAL LEAVE (VISITING DAYS)	46
6.1201	ENTITLEMENT	46
6.1202	RESTRICTIONS	46

	A. LIMIT	46
	B. PERMISSION	46
6.1203	PROCEDURES	46
	A. REQUESTS	46
	B. APPROVAL	47
	C. EXPENSES	47
	D. REPORT	47
	E. LIKE TREATMENT	47
6.1300	ASSAULT LEAVE	47
6.1301	ENTITLEMENT	47
6.1302	RESTRICTIONS	47
	A. WORKER'S COMPENSATION	47
	B. PHYSICIAN'S VERIFICATION	47
6.1303	MEDICAL VISIT	47
6.1400	COURT APPEARANCE	48
6.1401	ENTITLEMENT	48
6.1402	REMUNERATION	48
6.1403	NON-JOB-RELATED	48
6.1404	SICK LEAVE	48
6.1500	FRINGE BENEFITS DURING UNPAID LEAVES OF ABSENCE	48
6.1501	LOSS OF BOARD-PAID FRINGE BENEFITS	48
6.1502	COST OF FRINGE BENEFITS	48
6.1503	ENTITLEMENT TO PURCHASE	48
6.1504	PAYMENT	48

ARTICLE VII – COMPENSATION

7.0100	TEACHER'S ANNUAL SALARY SCHEDULE	49
7.0101	DEFINITIONS	49
7.0102	EXPERIENCE CREDIT	49
	A. TEACHING EXPERIENCE	49
	B. MILITARY SERVICE	49
	C. COMBINATION	49
	D. DAYS REQUIRED	49
	E. SUBSTANTIAL EQUIVALENCY	49
	F. SUBSTITUTING	49
7.0103	TRAINING CREDIT	50
	A. REQUIREMENTS	50
	B. ENTITLEMENT	50
	D. NON-COMPLIANCE	50
	E. MID-YEAR SALARY ADJUSTMENTS FOR OBTAINING MASTER'S DEGREE.....	50
7.0104	NEW TEACHERS	50
7.0105	TEACHERS' ANNUAL B.A. BASE SALARY	50
	A. 2018-2019 SCHOOL YEAR	50
	B. 2019-2020 SCHOOL YEAR	50
7.0106	SALARY SCHEDULE INDEX	51
7.0200	SUPPLEMENTALS	52
7.0201	SUPPLEMENTAL CONTRACTS	52

	A. AUTHORITY	52
	B. SUPPLEMENTAL CONTRACT INFORMATION	52
	C. EMPLOYMENT	52
7.0202	SUPPLEMENTAL POSITIONS	52
	A. CURRENT POSITIONS	52
	B. ADDITIONAL POSITIONS	52
	C. TUITION AND MATERIALS	52
	D. EXPERIENCE CREDIT	53
	E. JOB DESCRIPTIONS	53
7.0300	SUMMER SCHOOL	53
7.0301	COMPENSATION	53
7.0302	BENEFITS	53
	A. SICK LEAVE	53
	B. PERSONAL LEAVE	53
	C. RESTRICTION	53
7.0303	SELECTION	53
	A. TRAINING	54
	B. CONSIDERATION	54
	C. REGULAR STAFF	54
7.0304	NOTIFICATION	54
7.0400	SUPPLEMENTAL SCHOOL	54
7.0401	COMPENSATION	54
7.0402	APPLICATIONS	54
7.0403	SELECTION	54
7.0404	NOTIFICATION	54
7.0405	BENEFITS	54
7.0500	SUMMER SCHOOL DETENTION PROGRAM	54
7.0501	COMPENSATION.....	54
7.0502	DURATION	54
7.0503	SELECTION.....	54
7.0600	MILEAGE	55
7.0601	ENTITLEMENT	55
7.0602	FORMS	55
7.0603	PAYMENT	55
7.0700	REMUNERATION FOR MILITARY SERVICE	55
7.0800	CLASS COVERAGE/COMPENSATION	55
7.0900	STRS PICKUP - SALARY REDUCTION	55
7.1000	PAYROLL PRACTICES	56
7.1001	PAY PERIODS	56
	A. CONTRACT YEAR	56
	B. EXCEPTIONS	56
7.1002	ELECTRONIC DEPOSIT	56
	A. AFFECTED EMPLOYEES	56
	B. CENTRAL BANK	56
	C. REQUIREMENTS	56
	D. SIGNED AGREEMENT	56
	E. SUMMARY	57
7.1003	ADDITIONAL ASSIGNMENT(S)	57
7.1004	PAYROLL DEDUCTION	57

ARTICLE VIII – BENEFITS

8.0100	INSURANCES	59
8.0101	LINES OF COVERAGE	59
	A. MEDICAL	59
	1. STANDARD PLAN (A)	59
	2. STANDARD PLAN (B)	59
	3. STANDARD PLAN (C)	59
	4. BRONZE PLAN	59
	B. DENTAL	59
	C. VISION	59
8.0102	MEMBER/BOARD CONTRIBUTIONS	59
8.0103	INSURANCE WAIVER	60
	A. ENTITLEMENT	60
	B. PAYMENT	60
8.0104	ADDITIONAL VOLUNTARY INSURANCE	61
8.0105	DISTRICT-WIDE INSURANCE COMMITTEE	61
8.0106	LIFE INSURANCE	61
8.0200	SEVERANCE PAY	62
8.0201	ENTITLEMENT	62
8.0202	ELIGIBILITY DAYS	62
8.0203	MAXIMUM SEVERANCE PAY	62
8.0204	PAYMENT	62
8.0300	EARLY NOTIFICATION OF RETIREMENT OR RESIGNATION BONUS	62
8.0400	VAN CERTIFICATION	62

ARTICLE IX – EDUCATIONAL IMPROVEMENT

9.0100	CONTINUOUS IMPROVEMENT PLANNING PROCESS	63
---------------	--	-----------

ARTICLE X – SAVINGS, FORM, AND DURATION

10.0101	SAVINGS CLAUSE	64
10.0102	ENTIRE AGREEMENT	64
10.0103	FORM	64
10.0104	DURATION	64
10.0200	PRINTING AND DISTRIBUTION	64

APPENDICES

APPENDIX A-1	2018-2019 SALARY SCHEDULE	65
APPENDIX A-2	2019-2020 SALARY SCHEDULE	66
APPENDIX B	SUPPLEMENTAL POSITIONS AND COMPENSATION INDEX	67
APPENDIX C	SUPPLEMENTAL POSITIONS PAY PERIODS	72
APPENDIX D	TEACHER EVALUATION PROCEDURES	73
APPENDIX E	GRIEVANCE FORM	107
APPENDIX F	OUT-OF-POCKET REIMBURSEMENT FOR CLASSROOM MATERIALS TEACHER'S REIMBURSEMENT FORM	108
APPENDIX G	TEACHER'S PROFESSIONAL RECORD UPDATE	109
APPENDIX H	REQUEST FOR SABBATICAL LEAVE FORM	110
APPENDIX I	LEAVE OF ABSENCE FORM	111
APPENDIX J	INITIAL INJURY REPORT	112
APPENDIX K	PROFESSIONAL VISIT REQUEST FORM	113
APPENDIX L	EXPENSE ACCOUNT	114
APPENDIX M	ASSAULT LEAVE REQUEST FORM	115
APPENDIX N	COMPENSATORY TIME SHEET	116
APPENDIX O	IEP REIMBURSEMENT FORM	117
APPENDIX P	SUPPORT SERVICES FORM.....	118
APPENDIX Q	ACCOUNTING FORM FOR AFTER SCHOOL ETR OR IEP MEETING ATTENDANCE.....	119
APPENDIX R	INSURANCE SERVICES AND BENEFITS	120
INDEX	131

ARTICLE I - RECOGNITION

- 1.0100 **STATEMENT OF RECOGNITION** - The Painesville City Local Board of Education (hereinafter "Board") recognizes the Painesville City Teachers Association (hereinafter "Association"), affiliated with the Ohio Education Association and the National Education Association, as the sole and exclusive representative of the bargaining unit (hereinafter usually referred to as "members") for the purposes of collective bargaining.
- 1.0200 **DEFINITION OF BARGAINING UNIT** For the purpose of recognition, collective bargaining, and application of bargained rights, the bargaining unit referred to herein will be defined as all certified personnel (including Title reading tutors), less tutors, substitute teachers, and administrators (in accordance with the SERB definition), under employment contracts to the Painesville City Local Board of Education.
- 1.0300 **DURATION OF RECOGNITION** - The period of recognition will continue unless a successor is elected or recognition is withdrawn in accordance with O.R.C. 4117.

ARTICLE II – NEGOTIATIONS PROCEDURE

- 2.0100 **SCOPE OF NEGOTIATIONS** - The scope of the collective bargaining, as provided in Ohio Revised Code 4117.08, will include all matters pertaining to wages, hours, or terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.
- 2.0200 **REQUEST FOR NEGOTIATIONS** - For the purpose of initiating the bargaining process, a written request for bargaining will be submitted by the bargaining agent to the Superintendent on or before April 1 in the year bargaining is to take place.
- 2.0300 **INITIAL MEETING**
- 2.0301 **SCHEDULING** - Following receipt of said request, a meeting between the bargaining teams of the PCTA and the Board of Education will be scheduled for a mutually satisfactory time and place within thirty (30) days after said receipt. A mutually satisfactory later date may be agreed upon.
- 2.0302 **PURPOSE** - At the initial meeting both the Association and the Board's representatives will mutually exchange a list of all items they respectively propose for consideration during bargaining. The two (2) lists will be merged and will serve as an agenda during the bargaining period. Once these lists have been exchanged, no new items can be submitted by either side unless the other side agrees. At said meeting any other necessary and agreeable ground rules may be established.
- 2.0400 **EXCHANGE OF INFORMATION** - The parties agree to provide each other with relevant data and supporting information available to either of them upon a reasonable request from the other. Any such request for relevant data and supporting information will be as specific as possible so as to enable the other team to secure same with a minimum of effort.
- 2.0500 **GOOD FAITH BARGAINING** - Both teams will bargain in good faith. Good faith means the obligation of the Board of Education, or its designated representatives, and the representatives of the bargaining agent to meet at reasonable times and have a sincere desire to reach settlement. The obligation of a Board or its representative and the representatives of the bargaining agent to meet for purposes of collective bargaining does not compel either party to agree to a proposal.
- 2.0600 **AGREEMENT** - When tentative agreement on all items is reached between the two bargaining teams, the initialed tentative agreement items will be submitted to both the members of the bargaining agent and to the Board for ratification within ten (10) days, unless mutually agreed otherwise. When so ratified, the complete agreement reflecting all the initialed tentative agreement item changes will be properly initialed, dated, and signed by the president and chief negotiator of the Board and the president and chief negotiator of the bargaining agent. The Agreement will be implemented and will become binding on both parties

and will supersede all previous agreements and will control over any conflicting policy, or policies, or portions thereof and to the extent authorized by Section 4117.10 (A) O.R.C. conflicting statutory provisions, if any. The Board will file a copy of the Agreement with SERB within thirty (30) days of execution.

2.0700 **MUTUALLY AGREED UPON DISPUTE SETTLEMENT PROCEDURE** - The mediation procedures set forth below constitute the parties' mutually agreed-upon dispute settlement procedures. The foregoing notwithstanding, the Painesville City Teachers Association will retain its right to strike as authorized by and in accordance with the provisions of Chapter 4117 O.R.C.

2.0701 **MEDIATION** - In the event an agreement cannot be reached on any item before the negotiating teams, either team may declare impasse and request the assistance of a professional mediator to resolve the disagreement. A mediator will be obtained through the Federal Mediation and Conciliation Service. The request will be submitted in writing by the declaring party within five (5) days of the declaration of impasse.

A. **PURPOSE** - The mediator will be used as a means of bringing the two parties to an agreement and will have authority to call all meetings, set location, time, and duration of said meetings, and set whatever ground rules he or she deems necessary.

B. **RESTRICTIONS** - Either party may impose the following restrictions:

1. the mediator will not have the authority to call a meeting at a location more than ten (10) miles distant from the City of Painesville;
2. nor may he or she call any meeting before 8:00 a.m. on a Saturday;
3. nor may any such meeting continue beyond 6:00 p.m. on a Saturday;
4. nor may he or she call any meeting on a Sunday or before 3:30 p.m. on a weekday;
5. nor may any such meeting continue beyond 10:30 p.m. on a weekday.

2.0702 **AGREEMENT** - If an agreement is reached through the use of a mediator, such agreement will be subject to the provisions set forth as to approval and adoption and execution.

2.0703 **RECOMMENDATION** - If an agreement is not reached within fifteen (15) calendar days of the first mediation session, the mediator may, upon the request of either party, and at his or her sole discretion, prepare and distribute a written recommendation for settlement of all items remaining at impasse. Said recommendation will be delivered by the mediator to the

chief negotiator for both teams and a copy thereof will be available at the office of the Board and at the local UniServ office for public inspection and review.

Any such recommendation will be advisory only, provided the parties will enter into a contract consistent with the recommendation unless either party or both parties reject it by three-fifths (3/5) vote within ten (10) days of its receipt. Mediation may, at the discretion of the mediator, continue after the recommendation has been delivered and/or rejected.

2.0704 **COST OF MEDIATION** - The costs of the mediator, if any, will be shared equally by the parties. Other costs will be paid by the party incurring them.

ARTICLE III - GRIEVANCE PROCEDURE

3.0100 DEFINITIONS

- 3.0101 **GRIEVANCE** - A claim by a teacher, teachers, or the Association (hereinafter called the grievant), that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided.

In addition to the foregoing, claims of alleged unfair or inequitable treatment of a teacher or group of teachers may be processed through Step I.

- 3.0102 **DAYS** - Days will be calendar days.

- 3.0200 **INFORMAL PROCEDURE** - In the event that the grievant believes there is a basis for grievance, he or she will first discuss the alleged grievance with the immediate administrative authority who has the authority to bring about a resolution of this alleged problem. Either party may be accompanied by representation. Such grievance must be raised within thirty (30) days of the occurrence giving rise to the grievance.

If, after the informal discussion with the administrative authority, a grievance still exists, he/she may invoke the following formal grievance steps.

3.0300 FORMAL PROCEDURE

- 3.0301 **STEP I** - The grievant may submit to the Superintendent or designee a completed statement of the nature of the grievance and provisions of the contract allegedly violated, when applicable, in triplicate showing the date of the occurrence and the relief sought (Appendix E). Within seven (7) days of the receipt of said statement, the Superintendent or designee will meet with the grievant and/or his/her Association representative in an effort to resolve the grievance. The Superintendent or designee will indicate in writing his/her disposition of the grievance within seven (7) days after such meeting with said grievant.

- 3.0302 **STEP II** - If the grievant is not satisfied with the disposition made by the Superintendent or designee, or if no disposition has been made within the above stated time limits, then the grievant may submit the grievance to mediation by filing a copy of same with the Superintendent and the Federal Mediation and Conciliation Service. The parties agree to participate in the mediation of all the issues set forth in the grievance at the first meeting date available to the mediator, but not later than thirty (30) calendar days from the filing of the request for mediation. If the mediation process is not successful, or the first meeting cannot be held within thirty (30) calendar days from the date of the request, and the employee remains aggrieved, the employee, or the Association on his/her behalf, may proceed to Step Three.

3.0303 **STEP III** - If the grievant is not satisfied with the disposition of the grievance as a result of mediation, or if no disposition has been made within the period above provided, the Association may request the grievance be submitted to arbitration before an impartial arbitrator by the Association filing the grievance with the Board and a copy to the Superintendent. Notice of the demand for arbitration will be given within ten (10) days after the notification of the Board's decision. If the parties cannot agree as to the arbitrator within seven (7) days, he/she will be selected by the American Arbitration Association in accord with its rules, which rules will likewise govern the arbitration proceeding. The arbitrator will have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree that the award of the arbitrator will be final and binding. The fees and expenses of the arbitrator will be borne by whichever party is deemed the loser by the arbitrator.

3.0400 **ADDITIONAL PROVISIONS**

3.0401 **TIME LIMITS** The time limits provided in this article will be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed within 15 days of the final work day of the school year, and strict adherence to the time limits may result in hardship to any party, the Board will use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

3.0402 **PERSONAL COMPLAINTS** - If an individual teacher has a personal complaint which he/she desires to discuss, he/she is free to do so without recourse to the grievance procedure. In such a case the teacher should initiate discussion at the lowest administrative level able to resolve the complaint.

3.0403 **CONFIDENTIALITY** - All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

3.0404 **RELEASED TIME** - A teacher engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance, including arbitration, will be released from regular duties without loss of salary.

3.0405 **SCHEDULING** - Every effort will be made to minimize the disruption of the normal school day by scheduling grievance matters so as not to interfere with any teacher's normal teaching responsibilities. Furthermore, the arbitrator will not be permitted to schedule any arbitration hearing during school hours and may not schedule any such meeting more than ten (10) miles in distance from the boundaries of the Painesville City Local School District.

- 3.0406 **NON-ENDORSEMENT** - In the case of a grievance filed at Step III without Association endorsement, the individual grievant will, if the losing party, be liable for the Step III arbitrator's costs.
- 3.0407 **NO REPRISAL** - No reprisals of any kind will be taken by the Board against any member of the PCTA or any participant in the grievance procedure by reason of such participation.

ARTICLE IV - RIGHTS

4.0100 **ASSOCIATION RIGHTS**

4.0101 **NEW TEACHER ORIENTATION** - The Association will be granted a reasonable opportunity to introduce itself at the initial planning and orientation meetings for new teachers including the right to place a letter with district materials delivered to the new teachers.

4.0102 **BUILDING USE/FACILITIES**

- A. **USE OF BUILDINGS** - The Association will be permitted to use school buildings for its official membership and executive committee meetings after school hours and at a time and place that does not interfere with the normal and other scheduled use of such buildings.
- B. **BUILDING REPRESENTATIVES** - The Association building representatives may call meetings of the Association members assigned to the building. Prior to scheduling or calling any such meeting, the Association building representative will advise the building principal or designee prior to the meeting. No Association meeting may be scheduled during the work day, or in conflict with other previously scheduled meetings, or at any time when the meeting will disrupt the regular work activity of any professional staff member to be in attendance at the meeting without the prior approval of the building principal or designee. Such approval will not be unreasonably denied. No more than one general membership Association meeting per month will be held during the teacher contract day without the prior approval of the principal of the building or buildings involved.
- C. **USE OF MAIL FACILITIES** - The Association will be authorized to use the interschool mail facilities and the teachers' mailboxes.
- D. **USE OF BULLETIN BOARDS** - The Board will designate reasonable space on a bulletin board in each building for general use of the Association. The bulletin board will, when possible, be located in an area readily accessible to and normally frequented by teachers.
- E. **USE OF SCHOOL EQUIPMENT** - The Association will be authorized to use school equipment provided that the Association reimburses the Board on an actual cost basis.
- F. **EMPLOYEE INFORMATION** - The names, addresses, listed phone numbers, and building assignments of all employed certificated staff members will be made available to the Association as this information becomes available.

4.0103 **BOARD/ASSOCIATION RELATIONS**

- A. **THE AGENDA AND NON-CONFIDENTIAL MATERIALS** of regular Board of Education meeting will be made available to the Association no later than 3:00 pm Friday prior to the BOE meeting. These items will be non-official and subject to change or withdrawal before Board action is taken. In the event of a special or emergency meeting, the Association president will be notified.
- B. **MINUTES** - The minutes of each Board of Education official meeting will be made available to the Association.
- C. **BOARD POLICIES** - All written Board policies and procedures will be made available to the Association.
- D. **RIGHT TO ADDRESS THE BOARD** - The Association will have the right to address the Board on any issue before the Board.

4.0104 **TEACHER/ADMINISTRATOR ADVISORY COMMITTEE**

- A. **PURPOSE** - The Painesville City Local Board and PCTA agree to meet every other month to discuss instructional program goals and/or mutual concerns which are not currently being pursued through the grievance procedure.
- B. **COMPOSITION** - Composition of the committee will be: for the Board, the superintendent and his/her designees; for the Association, the PCTA President and a designee from each building.
- C. **AGENDA ITEMS** - Agenda items for the Teacher/Administrator Advisory Committee will be forwarded to the Superintendent/designee from the President of the PCTA/designee and will be forwarded to the President of the PCTA/designee from the Superintendent/designee five (5) days in advance of scheduled meetings.

4.0105 Teachers will on an annual basis submit to the building principal requests for building and departmental instructional materials and supplies. If the member's needs exceed the allocated amount, the member and principal shall meet to resolve the issue. The final budget recommendation is the Principal's decision.

4.0106 **FAIR SHARE FEE** - This provision will be in effect with seventy percent (70%) minimum threshold based upon full-time equivalency.

- A. **PAYROLL DEDUCTION OF FAIR SHARE FEE** - The Employer will deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the

term of this contract. No nonmember filing a timely demand will be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

- B. **NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE** - Notice of the amount of the annual fair share fee, which will not be more than one hundred percent (100%) of the unified dues of the Association, will be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Employer agrees to promptly transmit all amounts deducted to the Association.
- C. **FAIR SHARE FEE PAYMENT SCHEDULE**
1. **COMMENCEMENT OF PAYMENT** - Payroll deduction of such annual fair share fees will commence on the first pay date which occurs on or after January 15 annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction will commence on the first pay date on or after the later of: (1) sixty (60) days employment in a bargaining unit position which will be the required probationary period or (2) January 15.
 2. **TERMINATION OF MEMBERSHIP DURING THE MEMBERSHIP YEAR** - The Treasurer of the Board will, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted will be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount will commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.
- D. **TRANSMITTAL OF DEDUCTIONS** - The Employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- E. **PROCEDURE FOR REBATE** - The Association represents to the Employer 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 the Association and that such procedure and notice will be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

- F. **ENTITLEMENT TO REBATE** - Upon timely demand, nonmembers may apply to the OEA for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the OEA.
- G. **INDEMNIFICATION OF EMPLOYER** - The Association on behalf of itself and the OEA and NEA agrees to indemnify the Employer for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
1. The Employer will be given a ten (10) day written notice of any claim made or action filed against the Employer by a nonmember for which indemnification may be claimed;
 2. The Association will reserve the right to designate counsel to represent and defend the Employer;
 3. The Employer agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
 4. The Employer acted in good faith compliance with the fair share fee provision of this Contract; however, there will be no indemnification of the Employer if the Employer intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

4.0107 **COMPENSATION TO PCTA OFFICERS FOR UNION ACTIVITIES IN ACCORDANCE WITH STRS** – Upon written request of the PCTA, the following PCTA officers shall be assigned to the PCTA to conduct PCTA business. These employees shall be paid an annual stipend by the Board in the amount listed below. One half of this stipend shall be paid to the employees by the second paycheck in December and one half shall be paid to the employees by the second check in May.

President	– \$1,200.00 + Amount of unified dues for the year
Vice President	– Amount of unified dues for the year
Secretary-Treasurer	– \$1,400.00 + Amount of unified dues for the year
Secretary	– Amount of unified dues for the year
Assistant Treasurer	– Amount of unified dues for the year

The total cost of the STRS contributions will be deducted from the stipend amount and the PCTA shall reimburse the Board for the cost of the stipends (and one percent (1%) administrative costs) two weeks prior to the pay date.

4.0200 **INDIVIDUAL TEACHER RIGHTS**

- 4.0201 **RIGHTS UNDER THE LAW** - Nothing contained herein will be construed to restrict or deny the rights that all parties of interest have under the law.
- 4.0202 **NON-DISCRIMINATION** - The policies and practices of the Board will be applied without regard to race, color, creed, national origin, sex, marital status, age, sexual orientation, gender identity, genetic information, or membership in the Association or its associated activities.
- 4.0203 **CITIZENSHIP** - The Board agrees that all members of the instructional staff are entitled to full rights of citizenship regardless of race, color, creed, or place of origin.
- 4.0204 **RIGHTS AND PRIVILEGES** - The employee will be insured all rights and privileges granted in the state and national statute and Constitution.
- 4.0205 **PARTICIPATION IN PROFESSIONAL AND CIVIC ORGANIZATIONS** - The Board further agrees that members of the instructional staff have the right to participate in professional and civic organizations for their personal benefit and interest so long as such activity does not interfere with their contractual obligation.
- 4.0206 **NO REPRISALS** - No reprisals will be taken against an employee by reason of his/her utilization of any procedure or activity provided for in this Agreement or in any existing personnel policy.
- 4.0207 **DISCIPLINE** - Disciplinary action will not be taken against a member solely on the basis of an oral or written complaint by a parent or student. No member shall be disciplined (written reprimand, suspension or termination) without an investigation and follow-up discussion with the member.
- 4.0208 **TELEPHONE** - All teachers have the right to have access to a telephone for necessary, personal, and school-related calls. Teachers will reimburse the school for any personal toll calls.
- 4.0209 **OPEN ENROLLMENT** - Children of teachers employed by Painesville City Local Schools will be granted permission to attend Painesville City Local Schools tuition free in any school year when the enrollment of such children will result in additional funding on the SF-3 formula for School Foundation Program monies from the State of Ohio.
- 4.0210 **TEACHER EVALUATION**
- A. **ENTITLEMENT** - Teacher and Other Certified Professional evaluations will be done in accordance with the OTES documents delineated in Appendix D. The evaluation system, procedure, and all written forms as outlined in Appendix D will be strictly adhered to and uniformly applied throughout the district in a nondiscriminatory manner. The Board will not be required to evaluate long-term

substitutes.

- B. **DUE PROCESS** – Nothing herein is intended to deny any right contained in ORC 3319.11 or 3319.111 regarding limited contract status.

A teacher who does not have evaluation procedures applied in compliance with section 3319.111 of the Revised Code or who does not receive notice on or before June 1 of the intention of the Board not to reemploy the teacher is presumed to have accepted employment unless the teacher notifies the Board in writing to the contrary on or before June 15.

- C. **CONTINUING CONTRACT TEACHERS** – Tenured teachers will be governed by the procedures and rights as specified in the O.R.C. 3319.11 regarding contract employment and termination.

- D. Review Committee for Standards-Based Evaluation Processes – A committee of three (3) bargaining unit members appointed by the PCTA President, and three (3) administrators appointed by the Superintendent shall meet on an annual basis to review the Standards-Based Evaluation System including;

1. Allocation of Student Growth Measures (Approved Vendor Assessments, SLO's and Shared Attribution).
2. Incorporation of new legislation into the current procedures.
3. Structure and function of SLO Review Committee.
4. Approval of list of external evaluators not later than June 30th.

- E. Notice Of Intent To Not Re-employ – Treasurer/CFO issues a written notice of Board's action to not re-employ by personal service and/or certified mail so that teacher actually receives notice by June 1.

- 4.0211 **OUT-OF-POCKET REIMBURSEMENT** - All certificated staff members will be reimbursed for out-of-pocket expenses up to two hundred dollars (\$200) per individual each year for classroom materials. Funds will be available by submission of receipts on a twice-per-year basis using "Teacher's Reimbursement Form," Appendix F.

ARTICLE V - WORKING CONDITIONS

5.0100 EMPLOYMENT PRACTICES

5.0101 **EMPLOYMENT** - Every new teacher employed by the Board for a regular teaching assignment in a nonvocational area will have a bachelor's degree from an accredited college or university. In addition, each newly employed teacher will have a provisional or higher certificate/license from the Ohio Department of Education except in areas declared as shortages. Certificated/licensed applicants (provisional or higher) will be given preference over non-certificated/licensed applicants in areas declared as shortages by the Ohio Department of Education.

5.0102 **NON-DISCRIMINATION** - The provisions of Board Policies and the wages, hours, terms, and conditions of employment will be applied in a manner which is not arbitrary, capricious, or discriminatory with regard to race, creed, religion, color, national origin, age, sex, sexual orientation, gender identity, genetic information, or marital status.

5.0103 **VACANCY DEFINED** - A vacancy will be defined as:

- A. Death of a bargaining unit member;
- B. Retirement of a bargaining unit member;
- C. Resignation of a bargaining unit member;
- D. Creation or restoration of a bargaining unit position;
- E. Nonrenewal of a bargaining unit member;
- F. Termination of a bargaining unit member;
- G. Transfer or promotion of a bargaining unit member if the position is to be retained;
- H. Vacant or new supplemental contract positions if the position is to be retained.

5.0104 **POSTING OF VACANCY(IES)**

- A. The Superintendent will direct that said posting will be made incorporating the qualifications listed in the job description. Postings will occur within five (5) business days of the time the vacancy was known.
- B. The typed notice will be posted for a five (5) business day period.
- C. Communication to potential applicants will be as follows:

1. **SUMMER RECESS** - Notice of posting is to be sent via email to the bargaining unit members. The posting will include job title and building (where appropriate). Openings that occur within 14 calendar days prior to the first teacher work day in any given contract year are not subject to normal posting procedure. The Association President will be given a written notification of each resignation received by the Board for the summer months.
2. **SCHOOL-YEAR VACANCIES** - Notice will be sent via email to the bargaining unit members. For vacancies which occur for the current school year, a substitute teacher may be assigned to that position to complete the school year. In such an instance, the position will be posted as a vacancy for the following school year.

D. Letters of interest are to be submitted to the person named in the posting by the end of the work day of the last day of the posting period.

5.0105 **FILLING OF A VACANCY** - If more than one teacher has applied for the same position, then the following will be considered when filling the opening:

- A. Qualifications (as listed in the job description);
- B. Seniority;
- C. The best interest of the school district as demonstrated by the Superintendent or his designee in writing.

5.0200 **ASSIGNMENT**

5.0201 **AUTHORITY TO ASSIGN** - The Superintendent will assign all school personnel subsequent to employment by the Board of Education. The authority of the Superintendent is found in the Ohio Revised Code, Section 3319.01.

5.0202 **SPECIAL ASSIGNMENTS** - Camping programs, summer school assignments, and federal program assignments will be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district. All such positions will be posted.

5.0203 **REASSIGNMENT** - Reassignment is defined as change in course assignment within department for teachers of grades 9-12. Administration will consider the input of the teachers, via their department heads, prior to making final course assignments for each school year.

5.0300 **TRANSFERS**

- 5.0301 Teachers may not be granted any transfer within the first three years of employment with the district, unless approved by the Superintendent. Teachers who have been in the district more than three years, may request no more than two transfers in a five year period, unless approved by the Superintendent.

No transfer request will be granted based on a Cumulative Performance Rating of Ineffective or Developing Rating on the Teacher Performance portion of the evaluation process, unless approved by the Superintendent.

- 5.0302 **INVOLUNTARY TRANSFER** Involuntary transfer is defined as:

- change of grade level and/or building for teachers of grades PK-8
- change of department for teachers of grades 4-12

Prior to any involuntary transfer, the District will meet with PCTA representatives to review and discuss the need for the transfer. If after discussion, the District determines a need for involuntary transfers exists, it will first seek volunteers within the affected areas for transfer. If there is an insufficient number of volunteers, the District will provide written notice of the involuntary transfer to the affected teachers as soon as possible along with the reasons for the change. No teacher may be involuntarily transferred absent approval of the PCTA President and the Superintendent unless the teacher has served at least two years in his/her current assignment unless such a transfer is necessary due to student enrollment numbers or class offerings. A list of these teachers, current positions and new assignments, when made, will be given to the PCTA president, upon request.

- 5.0303 **EXCEPTIONS TO ASSIGNMENT AND/OR TRANSFER** - No transfer or reassignment will be made that results in a layoff of a bargaining unit member or prevents the recall of an employee on layoff status. If a teacher's request for a transfer is denied due to the implementation of this provision, he/she will be so notified in writing.

- 5.0304 **ALLEGED NONCOMPLIANCE** - Only matters of alleged noncompliance with this procedure are subject to remedy via the grievance procedure.

- 5.0400 **TEACHERS' EMPLOYMENT CONTRACTS** - The Board will provide each member of the instructional staff individually written contracts in keeping with provisions of the Ohio Revised Code. Such contracts will therefore be either on a limited or continuing basis.

- 5.0401 **LIMITED CONTRACTS** - Teachers eligible for limited contracts will be granted contracts in accordance with the following schedule:

- A. Teachers with twenty (20) or more years experience will be granted a three (3) year limited contract.

- B. Teachers with ten (10) through nineteen (19) years experience will be granted a two (2) year limited contract.
- C. Teachers with zero (0) through nine (9) years experience will be granted a one (1) year limited contract.

5.0402 **CONTINUING CONTRACTS**

- A. **NOTIFICATION OF ELIGIBILITY** - Any teacher who will be eligible for a Master's Degree or will complete thirty (30) graduate hours, and has notified the Superintendent in writing prior to September 1 of each contract year that he/she will be eligible for a Professional Certificate/License at the completion of the current contract year will be subject to administrative evaluation during that year.
- B. **CHANGE IN STATUS** - In such a case where the following conditions are present:
 - 1. The teacher has notified the Superintendent pursuant to Section 5.0402 (A) of this Article, and
 - 2. The Board elects to grant the teacher a new limited contract by April 30, or the teacher is currently under a multi-year limited contract, and
 - 3. The documentation and data qualifying the teacher for a continuing contract is on file with the Superintendent no later than the following September 15.

The Board will act at that time to substitute a continuing contract for the limited contract for that teacher.

5.0500 **FULL-TIME WORK DAY**

- 1. The full time member's work day shall be seven and one half hours (7 and ½) for the high school, seven and one-quarter hours (7 and ¼) for the middle school and elementary staff including preschool staff. The work day for psychologists, OT's, PT's, school nurses and SLP's will be seven and one-quarter hours (7.25). This full time member's work day will include a thirty (30) minute duty free lunch (schedule will include transition time). Bargaining unit members may leave the building during duty-free lunch. The high school student day will be 6.8 hours, middle school student day, 6.5 hours and elementary student day, 6.50 hours.
- 2. Member's time before or after school may be spent in professional development activities, staff meetings, curriculum development, individual pupil assistance, parent conferences, and supervisory roles all which contribute to the educational program of Painesville City Local Schools. For this reason members shall maintain balance and flexibility in making

themselves available at these times. The administration will maintain balance and flexibility in using these times and scheduling in advance.

3. ETR, 504 and IEP meetings that may occur outside of the member's work day will be scheduled upon mutual agreement in advance with affected staff members. Staff attending these meetings will not be eligible for supplemental pay, but can accrue up to three and one-half (3.5) hours of professional development time applicable to the Semester work day. Additionally, teachers can use technology such as phone conferencing and videoconferencing to participate in these meetings unless their presence is required by the administrator.
4. Supplementary contract duties may be scheduled during portions of the work day if such activity is reasonable and appropriate for students.
5. Occasional, traditional activities that may extend beyond the school day, should be attended on a voluntary basis to contribute to the educational programming of the building.
6. The teacher work day may be extended for the purpose of non-supplemental contract extracurricular assignments and/or necessary and reasonable meetings, not to exceed four (4) hours total per year. Such extension must immediately follow the conclusion of the work day (or staff meeting), and reasonable notice must be provided before scheduling this time. Use of this time shall not extend the work day beyond sixty (60) minutes. If this time is used to extend a monthly building staff meeting, the meeting shall last no more than sixty (60) minutes total. One thirty (30) minute building staff meeting may be held monthly, contiguous with the work day.
7. As part of the Professional Learning Community (PLC) model, members will participate in collaborative meetings in order to improve teaching and learning during their designated times.
8. Individual plan time at the elementary school shall be a minimum of two-hundred (200) minutes per week, with the goal of forty (40) minutes daily. Individual plan time at the middle and high schools shall be a minimum of forty (40) minutes during the school day.

5.0600 **PART-TIME TEACHERS**

5.0601 **DEFINITION** - A part-time teacher is a teacher employed for less than full time, computed on a daily or weekly basis.

5.0602 **SALARY AND FRINGE BENEFITS** - The salary and fringe benefits paid by the Board will be prorated to the time per day contracted. The time and percentage of the day contracted will be determined as follows:

5.0603 **ELEMENTARY TEACHERS** - Total teaching time per day will be divided by 390 minutes per day, plus that percent times 30 minutes per day for plan time.

Example: Teacher hired for 3 hours per day
 FTE = 180 divided by 390 = .462 + (.462 x 30 = 13.86 minutes) =
 180 + 13.86 = 193.86 divided by 390 = 49.71%

5.0604 **MIDDLE SCHOOL TEACHERS** - Each period per day will equal 43 minutes divided by 405 minutes per day, plus that percent times 40 minutes per day for plan time.

Example: 1 period per day = 43 divided by 405 = .106 + (.106 x 40 = 4.24 minutes) = 43 + 4.24 = 47.24 divided by 405 = 11.66%

Formula: 1 period	=	.1166
2 periods	=	.2332
3 periods	=	.3498
4 periods	=	.4664
5 periods	=	.5830
6 periods	=	.6996

5.0605 **HIGH SCHOOL TEACHERS** - Each period per day will equal 46 minutes divided by 420 minutes per day, plus that percent times 42 minutes per day for plan time.

Example: 1 period per day = 46 divided by 420 = .110 + (.110 x 42 = 4.62 minutes) = 46 + 4.62 = 50.62 divided by 420 = 12.05%

Formula: 1 period	=	.1205
2 periods	=	.2410
3 periods	=	.3615
4 periods	=	.4820
5 periods	=	.6025
6 periods	=	.7230
7 periods	=	.8435

5.0606 **COMPENSATION** - The annual salary paid part-time teachers will be determined by multiplying the percentage of the day worked by the salary they would earn as a full-time teacher. Part-time teachers will receive annual increments on the salary schedule for the purpose of determining their annual salary as a part-time teacher.

5.0607 **EXPERIENCE CREDIT** - A part-time teacher moving to full-time employment will receive one year of salary schedule experience credit for each six hundred sixty (660) hours (elementary), seven hundred ten (710) hours (middle school), or seven hundred twenty (720) hours (high school) worked as a part-time teacher within the school district. In making this calculation, additional hours worked as a substitute teacher will be added to the hours worked as a part-time teacher during each school year they are employed as a part-time teacher.

- 5.0608 **SENIORITY** - Each year (120-day minimum) of part-time employment within the district will count as a full year for seniority purposes regarding RIF.
- 5.0609 **SICK LEAVE/PERSONAL LEAVE** - Part-time teachers will earn fifteen (15) days of sick leave and three (3) days of personal leave per school year. All such sick leave and personal leave days will be equivalent to the percentage of a full-time day actually worked by each individual part-time teacher. At the conclusion of each school year the number of unused days of sick leave will be converted to full-time days of sick leave, rounded to the nearest one-half day, by utilizing the number of minutes in the school day at the appropriate building level and the number of minutes contracted for on a daily basis. Part-time teachers utilizing full-time days of accumulated sick leave will have their accumulated days reduced by the number of hours of sick leave paid, rounded to the nearest half day, at the end of each school year.
- 5.0610 **FRINGE BENEFITS** - Insurance benefits will be provided on a percentage basis, at the part-time teacher's option, with the teacher paying for the percent of cost that corresponds to the percent of the day that is not contracted. Payroll deduction may be utilized for this purpose.
- 5.0611 **EXTRA ASSIGNMENTS** - If a part-time teacher covers a class during a contracted plan period or substitutes during a non-contracted period, reimbursement will be according to the class coverage schedule of pay.

When a part-time teacher is required to work more than the contracted time for conferences or teacher in-service days included in the salary schedule, such extra time will be reimbursed at the part-time teacher's hourly rate.

5.0700 **REDUCTION IN FORCE**

- 5.0701 **REASONS FOR RIF** - When necessary, the Board of Education may reduce the number of teaching positions, but such reductions will be limited to such reasons as:
- A. Decline in student enrollment.
 - B. Return to duty of regular teachers after leaves of absence.
 - C. Suspension of schools or territorial changes affecting the district.
 - D. Insufficient operating funds.
- 5.0702 **IMPLEMENTATION** - If staff reduction is deemed necessary, it will first be accomplished by not replacing teachers who have resigned, retired, were terminated, or are going on an annual leave. If such use of attrition is insufficient, staff reduction will be by layoff . All layoffs for the subsequent school year will be by contract suspension and will be acted upon by the

Board by April 30 of each school year unless an unanticipated event requires a later date.

5.0703 **LIMITATIONS**

- A. No new hire will be employed in a bargaining unit position until all eligible, laid-off employees have been offered such position.
- B. All openings/vacancies will be posted; however, no transfer or reassignment will be made during a period of RIF that prevents the recall of an employee on layoff status.
- C. Work previously performed by laid-off employees under a regular teaching contract or a supplemental contract will not be subcontracted. The Board will not subcontract bargaining unit work previously performed by bargaining unit members or work which would jeopardize full-time or part-time opportunities in the bargaining unit.

5.0704 **SENIORITY**

- A. **SENIORITY DEFINED** - Seniority will be total continuous service in the district. (For all current employees who held a bargaining unit position prior to the beginning of the 1989-90 school year, seniority will be total cumulative service in the district.)
 - 1. Seniority will begin to accrue from the first day of continuous work in a bargaining unit position under a regular teaching contract. (Supplemental, short-term substituting, and tutoring is not included.)

The day the contract is signed or the day the Board acts upon a contract, does not affect the date seniority begins to accrue.
 - 2. Seniority will accrue for all time an employee is on active pay status or is receiving worker's compensation benefits, and will not be broken by legal work stoppage.
 - 3. Time spent on inactive pay status (unpaid leave or layoff) will not contribute to the accrual of seniority but will not constitute a break in seniority.
 - 4. Full-time employees will accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this Contract. Part-time employees' seniority will be controlled by Article V, Section 5.0600.
 - 5. No employee will accrue more than one (1) year of seniority in any work year and no more than 185 days in a work year for purpose of this article.

6. Long-term substitutes hired for a regular teaching position will be credited with seniority from the first day of continuous work in a bargaining unit position (as a long-term substitute) provided there is no break in service.
- B. **EQUAL SENIORITY** - A tie in seniority will occur when two (2) or more employees have the same amount of seniority credit as determined by the final seniority list issued in March of that year. Ties in seniority will be broken by the following method of order to determine the most senior employee:
1. The employee with the greatest number of days under a regular teaching contract; then
 2. The employee who has worked in a full-time position versus a part-time position; then
 3. Previous interrupted employment with the school district as a long-term substitute; then
 4. The employee with the highest level of teacher certification/licensure:
 - a. Multi-areas of certification/licensure (including endorsements) will have preference over a single area of certification/licensure; then
 - b. Permanent, eight (8) year professional, five (5) year license, four (4) year provisional, two (2) year provisional license, temporary;
 5. The employee with the highest level of education:
 - a. Number of degrees: Doctoral, masters, bachelors;
 - b. Hours beyond the degree: Post-doctoral, post-masters, post-bachelors; then
 6. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure will be implemented in the presence of a designated Association representative.
- C. **POSTING OF SENIORITY LIST** - The seniority list will be posted annually by February 15 of each school year. The Board will prepare and share electronically on a common site a seniority list indicating, by area of certification, license, or entry level requirement, the years of seniority, the date of each Board resolution to hire, and the contract status (limited or continuing) of each employee. Said list will be provided to the Association

President on or before the date of posting. The seniority list will be emailed to each bargaining unit member assigned off-site.

1. The names of employees on the seniority list will appear in seniority rank order within areas of certification, license, or entry-level requirement, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing. The years of seniority will be listed after each employee's name.
 2. The names of employees who are certified, licensed, or otherwise qualified in more than one (1) area will be included on the listing for all areas of certification, license, or entry-level requirement.
 3. Potential modifications of the "February 15" seniority list will be indicated by an asterisk (*) identifying those teachers eligible for continuing contract status, effective for the subsequent school year. This may affect an employee's seniority ranking.
- D. **CORRECTION OF INACCURACIES** - Each employee will have a period of thirty (30) days after posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. The Board or its agents will investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest will be considered after thirty (30) days of the posting of the seniority list as the list will be considered as final until the next posting.

5.0705 **NOTIFICATION OF ANTICIPATED RIF/IMPLEMENTATION OF RIF**

- A. **NOTIFICATION TO THE ASSOCIATION** - If the Board determines a RIF may occur, the Board will expeditiously notify the Association in writing of the date the RIF is to be implemented. The notification will include the reason(s) for the RIF; the position(s) to be reduced, eliminated, the name(s) of the employees to be affected, the date of Board action to implement the RIF, and the effective date of the RIF.
- B. **REDUCTION IN FORCE LIST** - The Board will develop and provide the Association with a RIF list of potentially affected teachers which will be based on the following criteria:
1. Limited contract teachers shall be reduced by using the following order:
 - a. Certification/licensure; then
 - b. Evaluation results; then
 - c. If the evaluation results are "comparable" as defined in paragraph 3 below, seniority in the district as established by the final seniority list in March of that year.

2. Continuing contract teachers may be reduced only after all limited contract teachers of the same certification, by using the following order:
 - a. Certification/licensure; then
 - b. Evaluation results; then
 - c. If the evaluation results are “comparable” as defined in paragraph 3 below, seniority in the district as established by the final seniority list in March of that year.
 3. During the term of this contract, classroom teachers and non-classroom teachers with summative evaluation ratings of Accomplished, Skilled, or Developing will be considered to have “comparable” evaluation results. A classroom teacher will not be assigned an Ineffective rating for purposes of “comparable” evaluation results until that teacher has two (2) full years of student growth data available for that teacher and received two (2) consecutive years of an ineffective summative rating. A non-classroom teacher’s summative rating is based solely on their overall performance rating.
- C. **REVIEW OF PROPOSED REDUCTION IN FORCE** - Upon receipt of the RIF notification, representatives of the Board and the Association will meet at the request of either party to review the proposed RIF.

5.0706 **RECALL**

- A. **INITIAL RECALL LIST** - The Board will provide the Association President and/or his/her designee and individuals on the recall list with an initial recall list by May 15 of each school year and thereafter as changes to the recall list occur.
- B. **CHALLENGES** - Challenges to the recall list(s) will be in accordance with the procedures outlined in Section 5.0704, D., of this article.
- C. **PURPOSE OF RECALL** - The recall will be called for if a vacancy exists or if a new position is created for which the teacher holds certification at the time of recall.
- D. **DURATION OF TIME ON RECALL LIST**
 1. Recall for nontenured teachers will be two (2) full contract years following the year in which the suspension occurred.
 2. Recall rights for tenured teachers will be as per Ohio Revised Code.
- E. **ORDER OF RECALL** - Order of recall will be within the certificated/licensed area(s), the most senior teacher with regard to

service in this district first, and thereafter in the order of that seniority.

- F. **NOTIFICATION** - The teacher will be notified by certified letter at his/her last known address, and the teacher will have seven (7) days from date of delivery to reply by same of his/her intention for accepting the position offered. The teacher will have up to twenty-one (21) days from date of delivery of the letter of recall to report for duty unless otherwise agreed to by the Board. All reasonable efforts will be made to report to duty as soon as possible. If the teacher does not meet any one of the above stipulations for recall and has no reason satisfactory to the Board for excusing such failure, he/she will be deemed to have forfeited recall rights.

- G. **NEW CERTIFICATION/LICENSURE** - For purpose of recall, new certification/ licensure obtained after March 15 will be utilized in the recall process provided the teacher has notified the Superintendent and Association President of the certification/licensure or pending certification/licensure prior to July 10. At the time of recall, the teacher must hold the certification/ licensure or have fulfilled the requirements for certification/licensure.

5.0800 **DRUG-FREE WORKPLACE**

5.0801 **PLEDGE** - The parties to this Agreement oppose the illegal use of drugs by any employee. The parties agree that it is in the best interests of this School District, the Association, and all students served, for the Painesville City Local Schools to be a drug-free workplace. Each will whole-heartedly support reasonable efforts by the other to obtain and maintain this result.

5.0802 **RIGHTS OF THE PARTIES** - The Association further recognizes the right and duty of the Employer to make, publish, and enforce rules and policies to assure this result. It is expressly recognized by the Employer that bargaining unit employees have the right to challenge, through the grievance procedures of this Agreement, the reasonableness of any rule or policy adopted to accomplish this goal.

5.0803 **DEFINITIONS**

- A. **DRUG** - The term "drug" includes cannabis, as well as other controlled substances including alcohol as defined in the Ohio Revised Code.

- B. **ILLEGAL DRUG USAGE** - The term "illegal drug usage" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

- C. **POSITIVE TEST RESULT** - A "positive" drug test result will mean test levels on both the screening test and the confirmatory test that are recognized as positive by the U.S. Department of Health and

Human Services in its "Mandatory Guidelines for Federal Workplace Drug Testing Programs" or in a subsequently issued rule or regulation issued by the Agency. A "positive" alcohol test result will mean test levels on both the initial test and the confirmatory test or tests that are officially recognized as positive by the federal, state, or local governmental authority.

5.0804 **TESTING**

- A. **AUTHORITY TO TEST** - Employees may be tested for illegal drug usage where there is just and sufficient cause to believe that the employee to be tested is abusing illegal drugs as objectively found by at least two (2) designated Employer representatives.

- B. **CONTROL AND SUPERVISION** - All chemical testing will come under the control and supervision of a physician, with employee confidentiality protected in accordance with the Medical Review Officer Manual as developed by the National Institute on Drug Abuse.

- C. **WHO MAY TEST** - Chemical testing will be performed only by laboratories listed by the U.S. Department of Health and Human Services in its most current "List of Laboratories which Meet Minimum Standards to Engage in Urine Drug Testing for Federal Agencies," as set forth in the Federal Register.

- D. **GUIDELINES AND ADDITIONAL REQUIREMENTS** - Except as otherwise provided, all drug testing will, as a minimum, be conducted in accordance with the U.S. Department of Health and Human Services' "Mandatory Guidelines for Federal Workplace Drug Testing Programs," as set forth in the Federal Register and at Board expense. In addition to the "Guidelines," urine samples will be separated into two containers at the time of sample donation. One portion of the original urine sample will be kept secure and chemically stable and made available for verification of laboratory testing results as provided in Section E., 2. All alcohol testing will, as a minimum, include the use of "evidential-grade breath alcohol analysis devices." Moreover, where a confirmatory test is performed directly on blood, one portion of the sample will be kept secure and chemically stable and made available for verification of laboratory testing results as provided in Section E., 2.

- E. **TESTING POSITIVE**
 - 1. In the case of a "positive" test result, the employee will be so advised by the appropriate representative of the laboratory conducting the test, on a confidential basis, prior to the reporting of the results to the Employer, and the employee will have the right to discuss and explain the results, including the right to advise the laboratory representative of any medication

prescribed by his/her own physician, which may have affected the results of the test.

2. An employee testing "positive" will have the right to have the secured portion of his/her urine or blood sample independently retested by a HHS-certified laboratory of his/her choice and at his/her expense. If the independent retest is "negative" the employee will be permitted to resume work immediately and be reimbursed for the cost of such independent test.

5.0805 **TREATMENT PROGRAMS** - The Employer will encourage and refer the employee to participate in drug counseling, employee assistance, rehabilitation and other drug and alcohol abuse treatment programs. Employees who have tested "positive" under these procedures may accept a referral to such a Program.

5.0806 **DISCIPLINE**

- A. **CONFIRMATION** - No adverse action or discipline will be taken against any employee on the basis an unconfirmed "positive" result of a drug or alcohol test. Confirmation of positive drug test results will be conducted using the GCMS method or other method which may subsequently be recognized by the U.S. Department of Health and Human Services as the state-of-the-art for validity and accuracy of drug testing results. Confirmation of positive alcohol test results will be conducted using a second breath sample and a second analytic device. In addition, at the option of the employee, a further confirmatory test will be performed on a blood specimen using the Gas Chromatography method or other method which may subsequently be recognized by the U.S. Government as the state-of-the-art for validity and accuracy of alcohol testing results.
- B. **GRIEVANCE PROCEDURE** - Any discipline or adverse action imposed by the Employer as a result of this drug and alcohol program, including the results of chemical testing, will be subject to the grievance and arbitration procedures as provided in the collective bargaining agreement.

5.0807 **CONFIDENTIALITY** - Employee confidentiality will be maintained.

5.0900 **SPECIAL EDUCATION**

5.0901 **INDIVIDUALIZED EDUCATION PROGRAM (IEP) TEAM** - Employees whose duties would be impacted by an IEP will be provided the opportunity to participate in the development of the IEP and be present at the IEP meetings. The IEP team meeting will be scheduled at a time and place that is most accommodating for IEP team members for such participation.

Any employee whose duties would be impacted by an IEP can request a meeting at any time to review the IEP and/or the placement of the student.

The meeting will take place within ten (10) working days from the date of the request.

- 5.0902 **TRAINING/STAFF DEVELOPMENT** - The employer will annually provide training and/or staff development programs for employees whose duties are impacted by an IEP and/or special needs student. These days may coincide with or be in addition to the employee's professional development days at the option of the employee.
- 5.0903 **CLASS SIZE** - The determination of the size of regular classes with included students will take into consideration any extraordinary demands on physical space, teacher contact, and/or teacher supervision. The participation of a special education teacher and/or aide will not change the teacher/pupil ratio of the regular classroom teacher.
- 5.0904 **ASSIGNMENT** – When special needs students are to be assigned to regular education classroom, volunteers will be sought among appropriate teachers. In the absence of volunteers, all attempts will be made to distribute the students equally among the appropriate teachers.
- 5.0905 **SUPPORT SERVICES** - The employer will provide the necessary personnel as identified in the IEP to perform any supportive services which may be required by any student in his/her IEP.

Members that have paraprofessionals in their classrooms will provide direction to the paraprofessional. Job expectations between the member and the paraprofessional will be reviewed at the first teacher work day of the year under the auspices of the building principal. In the event an assignment occurs after the school year begins, the teacher and paraprofessional shall review job expectations before the first day that the paraprofessional is placed in the classroom.

- 5.0906 **RELEASE TIME** - Special education teachers and SLPs will be provided up to an equivalent of three (3) release days per year to cooperatively write Individual Education Plans (IEPs) and/or to conference.

Additional time may be provided to special education teachers and SLP's by the following methods when feasible as determined by the administration:

- a. Use of conference nights;
- b. Use of substitutes during their planning time for coverage;
- c. No assignment of extra duties such as recess, and;
- d. No participation at assemblies

- 5.0907 **CHALLENGE OF STUDENT PLACEMENT** - An employee who is impacted by an IEP and who has reason to believe that the student's placement is inappropriate may challenge the placement of the student by providing notice to the administration requesting that the IEP team be reconvened to discuss the placement and to resolve the student service

problem. The employer will reconvene the IEP team no later than ten (10) days after receipt of the employee's notification.

5.0908 **IEP WRITING** – Special education teachers who are responsible for writing more than twelve (12) IEPs will be given a stipend of fifty dollars (\$50.00) for each IEP over (12) twelve. Any bargaining unit member who writes the IEP for a special needs child only as a consultant and not as the instructor of that child will receive fifty dollars (\$50.00) per IEP per year. The Director of Pupil Personnel will seek volunteer teachers for these assignments. Appendix V will be used to request reimbursement.

5.0909 **IEP DISTRIBUTION AND TESTING**

- A. It will be the responsibility of the administration to ensure necessary IEP information is distributed to the assigned teachers within the students' first full week of school.
- B. Testing as part of an evaluation team report will be conducted by the appropriate specialist (e.g. SLP, OT, PT, psychologists, counselors, TTW). Teachers will assist with the evaluation team report by providing curriculum-based data.

5.0910 **ALTERNATE ASSESSMENT** – Any member required to complete an alternate assessment will be given one-half release day for each alternate assessment required.

5.1000 **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

5.1001 **PURPOSE** - Contingent upon an adoption of the standards, rules, and regulations governing teacher licensure, a Local Professional Development Committee (LPDC) will be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

5.1002 **TERM OF OFFICE** - The term of office for members serving on the committee will be three (3) years.

5.1003 **COMMITTEE COMPOSITION AND SELECTION**

A. **COMPOSITION** – The committee will be comprised of five (5) members as follows:

- Three (3) teachers
- One (1) principal
- One (1) other district employee

B. **APPOINTMENTS** - The three (3) teachers (one elementary, one middle, and one high school) will be appointed by the PCTA President. The principal member and other employee member will be appointed by the superintendent.

- C. **VACANCY(IES)** - In the event of a vacancy, the committee member will be replaced for the unexpired term in accordance with B., above.
- 5.1004 **CHAIRPERSON** - The committee chairperson will be determined by majority vote of the committee members.
- 5.1005 **DECISION-MAKING** - Decisions will be made by majority vote of the committee members present and voting.
- 5.1006 **TRAINING**
- A. **TRAINING** - Members of the LPDC will be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDCs.
 - B. **COMPENSATION FOR TRAINING** - If the available training is during work hours, the committee members will be given paid release time to attend. If the training occurs outside the regular workday or work year, members will be paid an hourly rate based on .00075 times the base salary.
 - C. **EXPENSES** - LPDC members will be reimbursed for all actual and necessary expenses incurred as part of the training.
 - D. **EQUIVALENT ACTIVITIES** - LPDC training for committee members will constitute appropriate "equivalent activities" for purposes of the committee members own individual professional development plans if they so decide by majority vote.
- 5.1007 **MEETINGS AND COMPENSATION**
- A. **MEETINGS** - The LPDC will meet as often as the members deem necessary to complete their work, but in no case more than ten (10) times per year. Not later than September 10 each year, the committee will post in each building their meeting schedule. Additional meetings may be scheduled as necessary.
 - B. **COMPENSATION** - Committee members will be paid according to the supplemental schedule (Appendix B).
- 5.1008 **APPEALS PROCESS** - The appeals process will follow the regulations/guidelines of the Ohio State Department of Education on LPDC appeals.
- 5.1100 **COOPERATING TEACHER** - A teacher will be notified by the Superintendent, at least thirty (30) days prior to or as soon as the information is available, of the proposed placement of a student teacher in his/her classroom. Said teacher, upon notification of the Superintendent's intent to place a student teacher in his/her classroom, may notify the Superintendent in writing of his/her desire not to have a student teacher. Upon receipt of such notification, the Superintendent will reassign the student teacher to another Cooperating Teacher.

- 5.1200 **SECURITY/WORKING ENVIRONMENT** - Barring unknown circumstances, the Board of Education will provide teachers, staff, and students a safe and secure environment in which to work. If any member reports an incident of harassment, threats and/or physical contact by a student, or non-student to the administration, the administrator will investigate and report the actions being taken to the affected member within two (2) working days following the report by the member.
- 5.1201 **REMOVAL OF DISRUPTIVE STUDENT** – A teacher may remove a disruptive student from curricular or extra-curricular activities if a pupil's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process taking place either within the classroom or elsewhere on the school premises as provided in O.R.C. 3313.66[C]. As soon as practical after making such removal, the teacher will submit in writing to the principal the reason(s) for the removal. The student will not be readmitted to a classroom without evidence that an administrator or designee has taken or will take action. If a teacher is dissatisfied with the disposition he/she may raise the concern with the Superintendent or designee after first conferring with the building principal.
- 5.1300 **STANDARDS FOR OHIO SCHOOLS** - All members of the bargaining unit, members of the administration, and the Board of Education will adhere to the requirements of the *Standards for Ohio Schools as established by the Ohio Department of Education*.
- 5.1400 **INFECTIOUS AND COMMUNICABLE DISEASES**
- 5.1401 **DISEASE CONTROL** - The Employer will maintain a program of infectious and communicable disease control in accordance with applicable laws concerning release of information.
- 5.1402 **DISCRIMINATION** - An employee who has been exposed to or who contracts a chronic communicable disease will be treated no differently than an employee on any other medical disability. No employee will be subjected to indiscriminate testing or testing which is not in accordance with the law. The Employer will not discharge any employee nor otherwise discriminate against any employee with respect to wages, hours, terms or other conditions of employment on the basis of the fact that such employee has contracted a chronic communicable disease. The Employer will comply with all laws regarding the civil and constitutional rights of all employees.
- 5.1403 **ADMINISTRATION** - Hepatitis B Virus vaccination will be offered at no cost to any teacher who wishes to receive it and whose health care insurance does not provide coverage. This provision will cover administration of the vaccination only by the district's school nurse who will administer the first vaccination on the first in-service day of school and will provide the follow-up vaccinations at the designated intervals on a building by building basis.

5.1404 **OSHA** - The parties will comply with current OSHA Bloodborne Pathogen Rules and Regulations.

5.1500 **STUDENT HEALTH CONDITIONS AND HEALTH CARE PROCEDURES** - Qualified nurses and/or licensed medical technicians will be the only bargaining unit employees to provide and conduct necessary medical procedures. Teachers will not be required or requested to perform non-emergency medical procedures on a student.

5.1600 **LENGTH OF SCHOOL YEAR** - The length of the school year will consist of one hundred eighty-five (185) total days as follows:

5.1601 **PUPIL CONTACT DAYS** - One hundred eighty (180) student contact days, which will include two (2) full days for parent-teacher conferences.

5.1602 **FIVE (5) NON-TEACHING DAYS**

- A. Orientation Day/Work Day (one-half (1/2) Orientation/In-Service day + one-half (1/2) work day)
- B. Work Day (one (1) day)
- C. Curriculum/Meet-the-Teacher or other equivalent activity (one-half (1/2) day)
- D. Semester Records Day (one (1) day)
- E. Records/Staff Check-out Day (one-half (1/2) day)
- F. Professional Development Day (one (1) day)

** The Association will have input on any additional professional development days to be added to the calendar.

185 total days for the school year.

5.1603 **SEMESTER WORKDAY OPTIONS** – By October 1, the Administration will provide the teachers with a list of staff development opportunities approved for Semester Work Day Credit.

Scenario One – A teacher will work one-half (1/2) of the regular semester workday. In exchange for the one-half (1/2) semester workday not worked, the teacher will complete three and one-half (3-1/2) hours of in-service from the approved list.

Scenario Two – A teacher will not work on the semester workday. The teacher will be required to complete five and one-half (5-1/2) hours of in-service from the approved list. In-service may include grade level meetings as well as other district offerings.

Scenario Three – A teacher will work on the semester workday.

- 5.1604 **NEOEA DAY** - NEOEA Day will be a day when school will not be in session and will not be included in the official school calendar, unless mutually agreed to by both PCTA and the Board.
- 5.1605 **CALAMITY DAYS** - Calamity days in excess of seven (7) days, the Superintendent shall differentiate between "School Closed" and "Staff-Only Report" day. Staff-Only Report days shall be when the closing conditions are for coldness only. There shall be a maximum of three (3) "Staff-Only Report" days per year.
- 5.1700 **CLASS SIZE**
- 5.1701 **MAXIMUM CLASS SIZE** - The administration will continue to make reasonable efforts as per past practice to ensure that the maximum class size will not exceed twenty-five (25) students per teacher per class but in no instance will the class size exceed thirty (30) students per class with the exception of art, vocal music, instrumental music, and physical education.
- 5.1702 **COMPENSATION FOR EXCEEDING LIMITS** -If reasonable efforts have been exhausted, the teacher will be paid as follows: an average class size will be determined for academic classes and the teacher will be paid three hundred dollars (\$300.00) per student per semester over the twenty-five (25) student per class limit. The above payment will be made when the teacher's class enrollment during a semester has exceeded the above limits for thirty (30) consecutive school days. These class averages will be reported by using Appendix W by February 1st for the first semester and by the last teacher workday for the second semester.
- 5.1703 **SPECIAL EDUCATION CLASSES** - Special education classes will not exceed the limits as specified in the Ohio Department of Education's *Rules and Regulations of Handicapped Children*.
- 5.1800 **PERSONNEL FILE** - There will be in the office of the Superintendent of Schools a file on each teacher in which will be deposited the following items which will be dated:
- 5.1801 **FILE CONTENT**
- A. Application for employment, including references.
 - B. College transcripts.
 - C. Performance record to include the principal's appraisal of work and growth, according to formal evaluation procedures.
 - D. Permanent record card.
 - E. Level of training - special sheet.
 - F. Professional visits.
 - G. Personal leave days.
 - H. Correspondence.
 - I. Certificate(s) and/or license.
 - J. Information other than the above may be added to personnel files. If any additional information which is added to a file might be construed

to be of a derogatory nature, the individual to whose file the information is added will be notified in writing. Each item will be dated as to its entrance into the personnel file.

- 5.1802 **APPLICABLE LAW** - All records relating to teacher personnel of the school district are maintained in accordance with applicable law. Any employee upon request may examine those records which pertain to said employee. Any employee will be entitled to a copy of such information upon payment of costs that may be incurred.
- 5.1803 **ANONYMOUS MATERIAL** - No anonymous letter or report will be the basis for any evaluation or entry in the teacher's personnel file.
- 5.1804 **LETTERS FROM NONPROFESSIONALS** - Letters received from the parents and other nonprofessionals regarding a teacher will be reviewed by the principal and staff member involved.
- 5.1805 **INTEROFFICE COMMUNICATIONS** - A copy of any written communication between administrative offices regarding a teacher, intended for personnel files, will be sent to the teacher. Prior to any negative materials being placed in a personnel file, the administrator must provide the member an opportunity to meet and/or respond to the issue.
- 5.1806 **EVALUATION** - Any written formal evaluation of the teacher will follow the procedure of the official teacher's evaluation procedures of the Painesville City Local School District. A teacher may send a reply regarding any written evaluation or other material in the personnel file to the appropriate administrator. Such reply will be attached to the original evaluation or material.
- 5.1807 **ANECDOTAL RECORDS** - The Board will permit review of and response to administrative anecdotal records prior to any such anecdotal record being inserted in the teacher's personnel file. At least once every two (2) years a member of the bargaining unit will have the right to indicate those documents and/or other materials in his/her file which he/she believe to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the Superintendent or his designee and if he/she agrees, they will be removed subject to compliance with the Public Records Law. The decision of the Superintendent or designee is not subject to the grievance procedure.
- 5.1900 **PROFESSIONAL STAFF DEVELOPMENT**
- 5.1901 **PURPOSE** - District administrators will meet individually and/or collectively with teachers at each building to collaboratively develop short and long term goals to improve the educational program for the school. Ongoing Staff Development programs will be provided to facilitate the accomplishment of individual and building goals.

- 5.1902 **STUDENT RELEASE** - The Administration will plan for student release time which will be utilized for staff development programs or other activities that promote student learning or staff efficiency. The Administration will assess parental response to the program and meet with PCTA representatives to plan future early release programs.
- 5.1903 **PROGRAMS OUTSIDE WORKDAY** - Teachers may be provided staff development programs outside the regular workday. The first five and one-half (5.5) hours shall be used towards credit for the Semester workday, with the exception of any mutual agreed upon committee work. Staff members attending those activities provided outside the teacher workday will be compensated for their time at an hourly rate of .00075 x the base salary for a maximum of five and one-half hours (5.5). All other staff development programs outside the regular workday shall be on a volunteer basis with no negative impact to any staff.
- 5.1904 **PLANNING AND DEVELOPMENT**
- A. DLT/BLT will meet to help plan and coordinate the yearly in-services.
- 5.2000 **PARENT-TEACHER CONFERENCES** - There will be no more than two (2) Parent-Teacher Conferences per semester for members of the bargaining unit. Each conference will be no more than three and one-quarter (3-1/4) hours in duration.
- 5.2100 **EXTENDED AND/OR RELEASED TIME**
- 5.2101 **DESIRABILITY** - It is mutually recognized that the nature of some instructional programs and curriculum development activities within the school system make it desirable to provide release and/or extended time for staff involved in these areas.
- 5.2102 **ANNUAL REVIEW** - The administration will annually review the needs in these areas and establish extended time programs as required.
- 5.2103 **COMPENSATION** - Payment for released and/or extended time will be determined in the following manner:
- A. **HOURLY RATE** - An hourly rate based on .00075 x the base salary rate. Authorization for payment will be facilitated by supplemental contract, which may be amended.
- B. **RELEASED TIME** - Provide substitute teachers for released time from contracted services.
- C. **OPTION** - Teachers who participate will have the option of receiving either the cash payment or the released time.

- D. **FAIR DISTRIBUTION** - Compensation for released and/or extended time will be distributed fairly for all staff participants.
- 5.2104 **INCLUDED DUTIES** - Extended time will include such duties as curriculum development and curriculum review or additional work to comply with the standards for Ohio schools.
- 5.2200 **COMPUTERIZED REPORT CARD/DATA ENTRY** – Any changes to the report card and/or report card procedures shall be reviewed by the Administration and Association designees in order to make recommendations for implementation.
- 5.2300 **CLASSROOM MOVING ALLOWANCE** – A moving allowance of \$100.00 will be payable to the classroom teacher upon satisfactorily completing the mandatory move all instructional and personal materials to the designated classroom location. For purposes of this payment, classroom teachers will be defined as all teachers with direct classroom responsibility including regular education, special education, Title I reading tutor, art, music and physical education teachers. Satisfactory completion of the move will be defined as the appropriate packing of all materials in accordance with the guidelines established by administration, labeling of boxes and furniture to be moved to the new location. Authorization for the moving allowance will be approved by the Superintendent or his/her designee. The moving allowance will only apply in cases where personnel are requested to move by the administration and not in cases of voluntary movement to new locations within or between schools.

ARTICLE VI - LEAVES OF ABSENCE

6.0100 SICK LEAVE

- 6.0101 **ACCUMULATION** - Sick leave credit will accumulate at the rate of one and one-quarter (1-1/4) days per month at a maximum of fifteen (15) days per year. The maximum accumulation of sick leave will be two hundred thirty-two (232) days.
- 6.0102 **ADVANCEMENT** - At the beginning of each school year, all teachers will be advanced such number of sick leave days as needed to enable them to begin the year with fifteen (15) days available for immediate use if needed. Any teacher leaving the system will repay the system for all unearned days used.
- 6.0103 **TRANSFER** - Any teacher transferring to the employ of the Board will be credited with the unused balance of his/her accumulated sick leave upon verification of such accumulation from the proper public agency pursuant to Section 3319.141 of the Ohio Revised Code.
- 6.0104 **APPROVED USE OF SICK LEAVE** - Sick leave will be paid for absence due to the following:
- A. Personal illness.
 - B. Injury.
 - C. Exposure to a contagious disease which could be communicated to other employees or children.
 - D. Disability due to pregnancy.
 - E. Illness or injury in the employee's immediate family which illness reasonably requires the presence and/or assistance of the employee, and death in the employee's immediate family.

Any case not covered by the above will be subject to approval by the Superintendent.

Pattern absence may be an abuse of absence privileges. Pattern absence will be defined as those absences which occur with repetition. When administration identifies a case of pattern absence, the Superintendent or designee will notify the PCTA president. The PCTA president will meet with the member to discuss the pattern of absence within five work days. If the pattern continues, a meeting will be held between the member and the Superintendent, including designated representatives, if needed. This meeting may result in disciplinary action.

6.0105 **CALAMITY DAYS** - Any teacher who is on sick leave with pay when schools are closed and staff are not required to report due to severe weather or other temporary conditions will be paid the same as any other teacher, and there will be no deduction in sick leave.

6.0106 **EMPLOYEE OPTION** - At the end of each school year each teacher who has accumulated at least one hundred sixty-nine (169) days unused sick leave will be given the option of:

A. Adding to their accumulation, or

B. Returning all or a portion of the unused sick leave days and rolled-over personal leave days from that given school year (above 169 days) to a maximum of eighteen (18) days in exchange for a one time payment of fifty dollars (\$55.00) for each such day. Payment for returned days will be made annually, on or before August 31, and will be subject to deductions required by law. Any days redeemed will not thereafter count for any purpose.

6.0107 **IMMEDIATE FAMILY** - The immediate family is to be interpreted to mean father, mother, sister, brother, spouse, children, father-in-law, mother-in-law, grandparent, grandchild, or any other person taking on the role listed above or living in the same household.

6.0200 **PERSONAL LEAVE**

6.0201 **ENTITLEMENT** - All personnel will be granted up to three (3) days of paid personal leave each year. One (1) of the three (3) days shall be unrestricted (with the exception of 6.0202 F). For part time employees, this shall be taken to mean the daily length of that member's work schedule, e.g., a 4 hour teacher is eligible for three 4 hour days of personal leave. Personal leave must be approved in advance and shall be used only for such purposes or in connection with activities of the type listed immediately below and which cannot be accomplished during the non-working hours. As used in this section, immediate family shall be defined as in Section 6.0107.

Use of such leave may be for the following:

A. Religious holidays.

B. Personal business matters that cannot be taken care of outside school hours.

C. Attendance at set graduation ceremonies in the immediate family.

D. A son, daughter, spouse, or other person residing in the employee's household leaving for military service or college as a freshman.

- E. Weddings of the employee or in his or her immediate family.
- F. Attending funerals not covered in the Bereavement Leave Policy.
- G. Attendance at ceremonies where the teacher or his/her immediate family is receiving an award of major significance.
- H. Appointments required by academic programs or educational requirements.
- I. Emergencies affecting the teacher or a member of his/her immediate family.
- J. Moving from one permanent residence to another.

6.0202 **RESTRICTIONS** - The following nonexclusive list contains examples of reasons for which personal leave with pay is not available:

- A. Engaging in or seeking other employment except in the case of an employee who has been nonrenewed, terminated, or laid-off or suspended due to a RIF.
- B. Recreational purposes.
- C. Working around the house or shopping.
- D. Accompanying spouse or any other person on a business trip.
- F. Personal leave may not be used immediately before or after any break period, holiday, or weekend containing a holiday, and may not be used to extend any vacation period, except in case of emergency, or significant family business for which a reason must be provided to the Superintendent whose decision to grant or deny such leave will be final and not subject to the grievance procedure by the member or Association.
- G. Extension of sick leave.
- H. Any situation covered by a specific leave policy of the Board of Education.
- I. Attending weddings of non-relatives when the employee is not a member of the wedding party.
- J. Engaging in any form of political activity.

6.0203 **UNUSED PERSONAL LEAVE** - Annually, unused personal leave will be added to the teacher's accumulated sick leave.

6.0204 **COMPENSATION** - Compensation for personal leave is to be at the same rate as the teacher's daily contract rate.

6.0205 **REQUEST FOR LEAVE** - Request for personal leave will be on AESOP, stating the reason for the request, and will be submitted to building principal not less than forty-eight (48) hours in advance of the requested leave, except in the case of an emergency. The principal will acknowledge the request and forward it to the Superintendent/designee who will render the final approval/denial where required. Requests that fall within the guidelines of this provision will be approved. Requests falling within the final (15) fifteen work days of the school year must specifically state in detail the reason for the request and are subject to the approval of the Superintendent/designee. Requests to attend documented high school or college graduation ceremonies of a member of the immediate family during the last 15 days in compliance with this provision will be approved upon proper request.

6.0300 **SPECIAL LEAVE**

6.0301 **ENTITLEMENT** - Each staff member may request a maximum of five (5) days of unpaid special leave during each school year. Such leave may be used for any purpose other than those specifically excepted below and, subject to compliance with the terms and conditions hereof, will be granted upon request.

6.0302 **RESTRICTIONS** - No special leave will be granted for:

- A. Preplanned extensions of regularly scheduled school vacations and holidays.
- B. Any period when an acceptable substitute cannot be secured.
- C. Any period for which less than forty-eight (48) hours advance request time was provided the system.

6.0303 **PER DIEM RATE** - Prior to receiving any special leave, each teacher must file a written request acknowledging his/her awareness of his/her specific per diem rate.

6.0304 **APPROVAL** - All special leave requests which are in compliance herewith will be granted.

6.0400 **BEREAVEMENT LEAVE**

6.0401 **ENTITLEMENT** - A three (3) day absence with no deduction in pay will be allowed all employees attending the funeral of a relative in the immediate family as defined in Section 6.0107.

- 6.0402 **EXTENSION** - The Superintendent may grant an extension of Bereavement Leave as he deems reasonable and appropriate.
- 6.0500 **SABBATICAL LEAVE** - In accordance with the provisions of the Ohio Revised Code, Section 3319.131, and in accordance with the following provisions the Board of Education will allow sabbatical leave to members of the instructional staff.
- 6.0501 **ENTITLEMENT** - Sabbatical leave will be available to a member of the instructional staff upon written request to the Board through its Superintendent and upon approval of the Board. Any such leave will be granted for not more than one (1) full school year and not less than one (1) full semester.
- 6.0502 **RESTRICTIONS**
- A. Sabbatical leave will not be available to any member of the instructional staff who has not served at least five (5) years in the system.
 - B. No more than five (5) members of the instructional staff may be granted sabbatical leave at one time.
 - C. A year of sabbatical leave will not count as a year of credit for placement on the salary schedule.
- 6.0503 **PLAN FOR PROFESSIONAL IMPROVEMENT** - A plan for professional improvement during the period of sabbatical leave must be furnished at the time of making the initial request.
- 6.0504 **BENEFITS** - The Board of Education will pay the full Board share of all fringe benefits for said employee during his or her approved sabbatical leave.
- 6.0505 **RETURN FROM LEAVE** - All teachers returning from sabbatical leave will be returned to the same assignment held prior to such leave if reasonably possible and, in any case, will be returned to a position within his or her area of certification.
- 6.0506 **COMMITMENT** - All teachers being granted sabbatical leave and exercising said leave must, as a condition precedent to the granting of said leave, agree to return to the system and continue as a member of the instructional staff for a period of one (1) year following said leave.
- 6.0507 **PENALTY** - Should any teacher fail to complete said obligation to return to the staff, he or she will be responsible to the Board of Education for the whole cost of all the Board's share of fringes paid by the Board during the leave in question.

6.0508 **SECOND SABBATICAL** - A teacher may receive a second sabbatical leave at the expiration of five (5) additional years of teaching experience in the system. In no case will any teacher be granted a second leave when other teachers are still awaiting their requested first leave.

6.0509 **LEAVE IN EXCESS OF ONE (1) YEAR MAXIMUM** - Any member of the instructional staff desiring more than the one (1) year maximum sabbatical leave will apply for leave in accordance with the terms of the general leave policy hereinafter set forth.

6.0600 **MATERNITY/PATERNITY-ADOPTION LEAVE**

6.0601 **ENTITLEMENT** - An employee of the school district who has become pregnant or whose spouse has become pregnant, who is adopting a child, or who is rearing his or her natural or adopted child, will, upon proper application, be granted a leave of absence without pay for up to one (1) year.

6.0602 **APPLICATION** - Applications for maternity/paternity or adoption leave will be in writing, and will contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence, and the intended date of return to service. Said written application will be submitted sixty (60) days in advance of the beginning date of the leave. In the case of adoption or emergency, a shorter notice will be acceptable.

6.0603 **DISABILITY** - The schools recognize that although pregnancy is not in itself a disability, it can contribute to a disability, the extent and duration of which can be determined and will be declared in writing by the individual's attending physician. Disability due to pregnancy or childbirth will be considered on the same terms and conditions as applied to other temporary disabilities. Employees on maternity leave effective prior to the period of disability caused or contributed to by pregnancy will not be entitled to the use of sick leave.

6.0604 **RETURN FROM LEAVE** - Upon return from approved maternity/paternity-adoption leave, at the time set forth in the application for leave, the employee will be entitled to reinstatement to the same position which was held prior to leave or to an equivalent position for which the employee holds valid unexpired certification. Employees will be expected to resume duties within a reasonable time as related to their intended date of return.

6.0605 **UNFORESEEN CIRCUMSTANCES** - An employee, who because of a miscarriage, other unforeseen circumstances, or personal desire to return to service, and who is physically able to resume contractual duties before the stated "intended date of return", may present a medical certificate from the attending physician indicating the employee's ability to return at a date earlier than one (1) year. If a position for which the employee is qualified becomes available, the employee will be granted said position.

6.0606 **EXTENSION**

- A. **ENTITLEMENT TO EXTENSION** - Any such leave will be extended for an additional period of approximately one (1) year upon the employee's application unless acceptable replacement staffing is not available.
- B. **APPLICATION FOR EXTENSION** - Application for extension must be made in writing to the Superintendent no later than April 1 of the preceding contract year.
- C. **TERMINATION OF LEAVE** - In the case of any such extension, the termination date of such extended leave will correspond to the last day prior to either the beginning of the first or second semester in the school year, whichever provides a term closer in length to one (1) year.

6.0607 **CERTIFICATION** - The Board of Education will require certification by a medical doctor that an employee is physically able to perform all contractual obligations upon intended date of return from maternity leave. If the employee cannot present medical certification declaring said employee to be physically fit to resume all contractual obligations, the employee will not be reinstated as a staff member.

6.0700 **MEDICAL LEAVE**

6.0701 **ENTITLEMENT** - Upon written request, a teacher may apply for medical leave of absence pursuant to Section 3319.13 O.R.C., and said request will be processed pursuant to said section.

6.0702 **EXHAUSTION OF SICK LEAVE** - If a teacher has exhausted accumulated sick leave and the five (5) days provided by Section 3319.08 and the added ten (10) days provided contractually by the Board, and does not request medical leave of absence, it will be handled as though the teacher has made such a request pursuant to Section 3319.13 O.R.C.

6.0703 **PHYSICIAN'S STATEMENT** - Whenever medical leave of absence begins, whether requested or otherwise, it is mandatory that a physician's statement be submitted to the Board of Education. Failure to submit such a report to the Board within thirty (30) days will constitute a good and just cause for termination of contract. While the employee is on medical leave of absence, he/she ceases to accumulate sick leave.

6.0704 **DISABILITY RETIREMENT** - Pursuant to O.R.C. Section 3307.44, a member who was under contract when granted disability retirement and who has not resigned is on leave of absence from his/her position during the first five (5) years on disability retirement. If disability retirement is terminated by the Retirement Board within the five (5) year period, the member is entitled to be restored to the same or to a similar position and salary not later than the next September 1.

- 6.0705 **CERTIFICATE** - When the employee is ready to return to work, he/she will schedule an appointment with the Superintendent and present a medical doctor's certificate indicating that he/she is able to return to work. Upon recommendation of the Superintendent as to availability of a position, the Board of Education will, by resolution, place the employee back on the payroll and reinstate fringe benefits.
- 6.0706 **NOTIFICATION** - Prior to any action by the Board of Education pursuant to this contract provision, the Board or its designee will notify the staff member, or in the case of total disability the staff member's immediate family, of the medical leave provision. The staff member or those acting in his/her behalf will have seven (7) days after notification in which to apply for a medical leave of absence.
- 6.0800 **FAMILY AND MEDICAL LEAVE ACT** - The family leave provision will not diminish any teacher's rights and/or privileges provided by this Contract. The Board may require teachers eligible for family leave under the provisions of the Family Leave Act to substitute accrued paid leave as consistent with the provisions of the Federal Family Leave Act.
- 6.0900 **LEAVE OF ABSENCE WITHOUT PAY**
- 6.0901 **ENTITLEMENT** - A leave of absence without pay and without Board paid fringe benefits may be granted by the Board of Education upon the recommendation of the Superintendent. Only employees who have served three (3) or more years with Painesville City Local Schools are eligible to request any such leave of absence.
- 6.0902 **REQUEST** - Such request must be submitted in writing with reasons therefore to the Superintendent of Schools.
- 6.0903 **DURATION** - As a general rule, leave of absence pursuant hereto will be limited to one (1) calendar year.
- 6.0904 **SECOND YEAR** - The request for a second year will be considered under special circumstances, and each request will be considered individually by the Superintendent and the Board of Education.
- 6.0905 **INVOLUNTARY MILITARY SERVICE** - Involuntary military service automatically calls for the granting of a leave of absence for the period of that service.
- 6.1000 **INJURY LEAVE**
- 6.1001 **ENTITLEMENT** - Any employee who is absent due to physical disability resulting from an actual physical injury which occurs in the course of his or her employment will be granted up to ten (10) days of injury leave without same being subtracted from his or her accumulated sick leave benefits.

6.1002 **RESTRICTIONS**

- A. **SICK LEAVE** - Should the period of disability extend beyond ten (10) days, the employee in question will then have his or her continued absence charged against his or her accumulated sick leave, if any.
- B. **WORKER'S COMPENSATION** - Any amount of salary payable pursuant to this Section will be reduced by the amount of any worker's compensation awarded for temporary disability due to said injury for the period for which such salary is paid.
- C. **PHYSICIAN'S VERIFICATION** - In order to be eligible for a leave, the employee will be required to submit a physician's verification that a disabling condition exists due to the employment-related injury.

6.1003 **MEDICAL VISITS** - A teacher who is injured in the course of his or her employment and takes time off to visit a doctor or hospital will have that time charged to injury leave.

6.1100 **ASSOCIATION LEAVE** - On an annual basis in accordance with the provisions of 6.1101 and 6.1102, below, the PCTA will be granted leave to be used by its designees.

6.1101 **ELECTED POSITION**

- A. **ENTITLEMENT** - Any teacher(s) elected to serve in a governance capacity or appointed to serve in a committee/commission role at the district, state, or national levels of the United Education Profession will be granted Association Leave, provided the yearly total of all such days used by all such teacher(s) will not exceed ten (10).
- B. **REQUEST AND VERIFICATION** - Said leave will granted upon prior written request of the teacher to the Superintendent with verification by the Association's President that each such teacher is so qualified.
- C. **RESTRICTIONS**
 - 1. These days will be granted with full pay but subject to the requirement that the teacher and/or the Association and/or the United Education Profession reimburse the district for the full actual cost of replacement teacher hired for each of said days.
 - 2. Use of this leave in excess of ten (10) days will be cause for the Board to either receive reimbursement for the teacher's full per diem pay or for the teacher to be docked pay on a per diem basis, whichever the teacher chooses.
 - 3. In no case will more than five (5) days in excess of the aforesaid ten (10) days be used for the purposes allowed hereunder.

4. Staff members using leave days under this provision may not use Association Leave for non-elected positions (Section 6.1102).

6.1102 **NON-ELECTED POSITIONS**

- A. **ENTITLEMENT** - A maximum of twelve (12) teacher days per year will, upon written request to the Superintendent, be granted to teachers for attendance at professional association governance meetings.
- B. **DESIGNATION** - The teacher or teachers to be granted said leave will be designated by the Painesville City Teachers Association in writing.
- C. **NOTIFICATION** - The Superintendent will be notified in writing each school year of the names of said teacher or teachers from the President of the Painesville City Teachers Association or his/her designee.
- D. **REPORTING** - All such requests will be reported to the Board of Education.
- E. **LEAVE DAY(S) DEDUCTION** - Approved time off will not be charged to days off or accumulative leave due employee under any other leave provision.

6.1200 **PROFESSIONAL LEAVE (VISITING DAYS)**

- 6.1201 **ENTITLEMENT** - All members of the teaching staff are entitled to leave to attend education conferences, meetings, workshops, committee hearings, assemblages, and meetings of community groups determined by the Superintendent of Schools to be beneficial to the employee and the community.

6.1202 **RESTRICTIONS**

- A. **LIMIT** - No more than two (2) teachers from the same department and/or school may be allowed to attend the same professional meeting.
- B. **PERMISSION** - Permission to attend these meetings must be secured from the Superintendent in advance of the meeting.

- 6.1203 **PROCEDURES** - In order to regulate attendance at these meetings, the following procedures will be followed unless specifically waived by the Superintendent:

- A. **REQUESTS** - Written request will be submitted to the building principal for approval and will be immediately forwarded to the

Assistant Superintendent. Such request may be granted without loss of pay. The Assistant Superintendent will respond via AESOP/email within one week of the date of submission of said request or the request will be deemed approved.

- B. **APPROVAL** - All absences of such nature should be approved by the Board of Education.
- C. **EXPENSES** - Procurement of necessary arrangements shall be the responsibility of the member through procedures consistent with policies of the Board of Education including but not limited to conference registration, overnight accommodations (if necessary) and transportation/parking. If meals are not provided as part of the meeting, members will receive an allowance of \$10.00 per day. If overnight stay is necessary and meals are not provided as part of the meeting, members will receive an additional \$25.00 per night for a maximum allowance of \$35.00 per day. Such payments shall be made as a reimbursement directly to the member in the form of after tax compensation.
- D. **REPORT** - Upon the Superintendent's request, a report of the visit will be filed with the Superintendent for distribution to the Board and other interested parties.
- E. **LIKE TREATMENT** - In making a determination relative to the granting of professional leave and/or expense reimbursement, the Superintendent and/or Board will treat like situations in like manner.

6.1300 **ASSAULT LEAVE**

- 6.1301 **ENTITLEMENT** - Any employee who is absent due to physical disability resulting from an actual physical assault which occurs in the course of his or her employment will be granted up to twenty (20) days of assault leave without same being subtracted from his or her accumulated sick leave benefits.
- 6.1302 **RESTRICTIONS**
 - A. **WORKER'S COMPENSATION** - Any amount of salary payable pursuant to this Section will be reduced by the amount of any worker's compensation awarded for temporary disability due to said assault for the period for which such salary is paid.
 - B. **PHYSICIAN'S VERIFICATION** - In order to be eligible for a leave, the employee will be required to submit a physician's verification that a disabling condition exists due to the employment-related assignment.
- 6.1303 **MEDICAL VISIT** - A teacher who is assaulted in the course of his or her employment and takes time off to visit a doctor or hospital will have that time charged to assault leave.

6.1400 **COURT APPEARANCE**

- 6.1401 **ENTITLEMENT** - When an employee is required to be absent from his or her regular daily work schedule due to an appearance in court on behalf of the Board of Education or arising out of his/her job-related responsibilities he or she will be paid his or her regular compensation and will not be considered absent.
- 6.1402 **REMUNERATION** - In the event he or she receives any remuneration other than mileage, parking fees, and meal expense for such appearance, it will be paid to the Board of Education.
- 6.1403 **NON-JOB-RELATED** - Non-job-related court appearances, with the exception of jury duty, will be covered by the personal and special leave provisions of this article.
- 6.1404 **SICK LEAVE** - Once a teacher has utilized his/her personal leave days, the teacher will have the option to utilize accumulated sick leave to cover such leave.

6.1500 **FRINGE BENEFITS DURING UNPAID LEAVES OF ABSENCE**

- 6.1501 **LOSS OF BOARD-PAID FRINGE BENEFITS** - While the employee is on an approved leave of absence without pay, he/she ceases to accumulate sick leave. The employee has the option of self-paying his/her fringes during the leave of absence; otherwise, the fringes will be canceled on the first of the month following the first day of the leave until the employee returns to work.
- 6.1502 **COST OF FRINGE BENEFITS** - The cost of the fringes for self-payment will be determined by dividing the number of days of leave by the number of contract days. The resulting percentage times the annual cost of the fringes is the amount the employee would have to pay.
- 6.1503 **ENTITLEMENT TO PURCHASE** - During the time the employee is on the leave of absence, he/she will be given the opportunity of continuing in the hospitalization, dental, and life insurance programs by forwarding a check or checks for the amount determined by the above formula to cover the cost of the insurance programs.
- 6.1504 **PAYMENT** - The Treasurer's Office will process all leaves and requests for insurance coverage. Checks must be in the Treasurer's Office not later than the twenty-eighth (28th) day of the preceding month in order to continue the insurance in force. Checks for the insurance coverage are to be made out to the Painesville City Local Board of Education. The Treasurer's Office will make the appropriate payment.

ARTICLE VII - COMPENSATION

7.0100 **TEACHER'S ANNUAL SALARY SCHEDULE** - The salary schedule is one that rewards staff members for additional training and experience.

7.0101 **DEFINITIONS**

- A. B.A. means Bachelor's degree or equivalent degree.
- B. BA+9 means nine graduate hours (semester) after receiving a B.A. degree.
- C. BA+18 means eighteen graduate hours (semester) after receiving a B.A. degree.
- D. BA+150 means a total of not less than one hundred fifty credit hours (semester) and including a B.A. degree.
- E. BA+27 means twenty-seven graduate hours (semester) after receiving a B.A. degree.
- F. M.A. means Master's degree or equivalent degree.
- G. MA+15 means fifteen graduate hours (semester) after obtaining an M.A. degree.
- H. MA+30 means thirty graduate hours (semester) after obtaining an M.A. degree.
- I. MA+60 means sixty graduate hours (semester) after obtaining an M.A. degree.

7.0102 **EXPERIENCE CREDIT**

- A. **TEACHING EXPERIENCE** - The Board of Education will allow up to and including ten (10) years for chartered school elementary and secondary teaching experience earned within the United States.
- B. **MILITARY SERVICE** - In accordance with the Ohio Revised Code, military experience will be credited the same as teaching experience to a maximum of five (5) years.
- C. **COMBINATION** - The ten (10) years may be a combination of both elementary and secondary teaching and/or military experience.
- D. **DAYS REQUIRED** - In order to be counted as a year of experience for salary schedule placement purposes, the teacher in question must have worked at least one hundred twenty (120) days during each year claimed.
- E. **SUBSTANTIAL EQUIVALENCY** - The Board of Education retains the right to authorize salary schedule placement other than set forth above based upon Superintendent's determination of substantial equivalency.
- F. **SUBSTITUTING** - Experience for substituting at least 120 days in any one district in a given year must be under a valid standard or higher degree certificate/license.

7.0103 **TRAINING CREDIT**

- A. Teachers will notify the Superintendent's office in writing of additional training by August 1 of each school year.
- B. Official transcripts certifying additional training must be received by the Superintendent's office no later than October 1.
- C. The teacher's salary will be adjusted accordingly on the salary schedule commencing with the first day of the new school year.
- D. If the official transcripts are not received by October 1, the teacher's salary will be adjusted back to the former placement on the salary schedule retroactive to the first day of the school year.

E. **MID-YEAR SALARY ADJUSTMENTS FOR OBTAINING MASTER'S DEGREE**

- 1. Members will notify the Superintendent's office in writing of additional training by December 1 of each school year.
- 2. Official transcripts certifying the Master's Degree must be received by the Superintendent's office no later than January 20.
- 3. The member's salary will be adjusted to the Master's Degree salary schedule commencing with the first pay of February.
- 4. If the official transcripts are not received by January 20, the teacher's salary will be adjusted back to the former placement on the salary schedule retroactive to the first day of the school year.

7.0104 **NEW TEACHERS** - New teachers will be placed on the schedule in accordance with training and experience. Training will be documented by an official transcript; experience by written statement from former employers.

7.0105 **TEACHERS' ANNUAL B.A. BASE SALARY**

- A. **2018-2019 SCHOOL YEAR** – The B.A. base pay as applied to the salary schedule index effective the first workday of the 2018-2019 school year will be \$39,882 (1%) (Appendix A-1).
- B. **2019-2020 SCHOOL YEAR** – The B.A. base pay as applied to the salary schedule index effective the first workday of the 2019-2020 school year will be \$40,281 (1%) (Appendix A-2).

7.0106

SALARY SCHEDULE INDEX - The following salary index schedule will be used for computing each teacher's annual salary in accordance with the teacher's training and experience placement (index) times the district's base salary in effect for the time period in question.

Step (Exp.)	B.A.	150 Hrs. or			M.A.	M.A.+15	M.A.+30	M.A.+60
		B.A.+9	B.A.+18	B.A.+27				
0	1.0000	1.0127	1.0253	1.0380	1.0506	1.0696	1.0886	1.1076
1	1.0405	1.0532	1.0658	1.0785	1.1139	1.1329	1.1519	1.1709
2	1.0810	1.0937	1.1063	1.1190	1.1772	1.1962	1.2152	1.2342
3	1.1215	1.1342	1.1468	1.1595	1.2405	1.2595	1.2785	1.2975
4	1.1620	1.1747	1.1873	1.2000	1.3038	1.3228	1.3418	1.3608
5	1.2025	1.2152	1.2278	1.2405	1.3671	1.3861	1.4051	1.4241
6	1.2430	1.2557	1.2683	1.2810	1.4304	1.4494	1.4684	1.4874
7	1.2835	1.2962	1.3088	1.3215	1.4937	1.5127	1.5539	1.5729
8	1.3240	1.3366	1.3493	1.3620	1.5570	1.5760	1.6144	1.6528
9	1.3645	1.3772	1.3898	1.4025	1.6203	1.6393	1.6749	1.7105
10	1.4050	1.4177	1.4303	1.4430	1.6836	1.7026	1.7354	1.7682
11	1.4455	1.4582	1.4708	1.4835	1.7469	1.7659	1.7959	1.8259
12	1.4860	1.4987	1.5113	1.5240	1.8102	1.8292	1.8564	1.8836
13	1.5265	1.5392	1.5518	1.5645	1.8735	1.8925	1.9169	1.9413
14	1.5670	1.5797	1.5923	1.6050	1.9368	1.9558	1.9774	1.9990
15	1.6076	1.6203	1.6329	1.6456	2.0000	2.0190	2.0380	2.0570
16	1.6202	1.6329	1.6455	1.6582	2.0126	2.0316	2.0506	2.0696
17	1.6328	1.6455	1.6581	1.6708	2.0253	2.0442	2.0632	2.0822
18	1.6455	1.6581	1.6708	1.6835	2.0380	2.0569	2.0759	2.0949
19	1.6582	1.6707	1.6835	1.6962	2.0507	2.0696	2.0886	2.1076
20	1.6709	1.6834	1.6962	1.7089	2.0634	2.0823	2.1013	2.1203
21	1.6835	1.6960	1.7088	1.7215	2.0760	2.0949	2.1139	2.1329
22	1.6961	1.7087	1.7214	1.7341	2.0886	2.1075	2.1265	2.1455
23	1.7088	1.7214	1.7340	1.7468	2.1012	2.1202	2.1392	2.1582
24	1.7215	1.7341	1.7467	1.7595	2.1139	2.1329	2.1519	2.1709
25	1.7342	1.7468	1.7594	1.7722	2.1266	2.1456	2.1646	2.1836
26	1.7468	1.7594	1.7720	1.7848	2.1392	2.1582	2.1772	2.1962
27	1.7594	1.7720	1.7847	1.7974	2.1518	2.1708	2.1898	2.2088
28	1.7720	1.7847	1.7974	1.8100	2.1645	2.1835	2.2025	2.2215
29	1.7847	1.7974	1.8101	1.8227	2.1772	2.1962	2.2152	2.2342
30	1.7974	1.8101	1.8228	1.8354	2.1899	2.2089	2.2279	2.2469
31	1.8064	1.8192	1.832	1.8446	2.2009	2.22	2.2391	2.2582
32	1.8155	1.8283	1.8412	1.8539	2.2119	2.2311	2.2503	2.2695

7.0200 **SUPPLEMENTALS**

7.0201 **SUPPLEMENTAL CONTRACTS**

- A. **AUTHORITY** - All teachers assigned additional responsibilities and granted additional compensation for such responsibilities will be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code.
- B. **SUPPLEMENTAL CONTRACT INFORMATION** - Each supplemental contract will include the following information:
 - 1. Name of said teacher.
 - 2. Name of the school district and the Board of Education for which responsibilities will be performed.
 - 3. Statement of supplemental contract's length.
 - 4. Statement of each additional assignment and compensation thereof.
 - 5. Provision for signature and date of signing by the teacher.
- C. **EMPLOYMENT** - This Agreement will establish and set compensation for supplemental contracts. The Board will be authorized to employ non-teachers for supplemental duties, as provided by O.R.C. 3313.53.

7.0202 **SUPPLEMENTAL POSITIONS**

- A. **CURRENT POSITIONS** - The supplemental positions in Appendix B presently exist, and the compensation for each position will be computed on the basis of an indexed schedule calculated for each position by determining the relationship of the compensation schedule to the base teacher's salary BA-0 experience level.
- B. **ADDITIONAL POSITIONS** - Additional supplemental positions in new areas and the salary therefore may be created by the Board during the term hereof (see Appendix B).
- C. **TUITION AND MATERIALS** - All bargaining unit coaches under contract and those placed under contract subsequent hereto will receive full reimbursement and/or payment for tuition and materials necessary to satisfy their annual CPR and sports medicine certification.

D. **EXPERIENCE CREDIT**

1. **ATHLETIC SUPPLEMENTALS** - Years of experience for athletic supplemental will be defined as cumulative years of service performing any athletic supplemental.
2. **NON-ATHLETIC SUPPLEMENTALS** - Years of experience for non-athletic supplementals will be defined as cumulative years of service performing any non-athletic supplemental.

E. **JOB DESCRIPTIONS** - Every supplemental position will have a fully developed written job description. The job description will be used as a guide from year to year and will detail duties and responsibilities of each supplemental position.

7.0300 **SUMMER SCHOOL** - If the Board elects to provide a summer school program, the following conditions and compensation will be observed:

7.0301 **COMPENSATION** - Salary will be determined by multiplying the base salary by the following rates to determine the hourly rate:

Members with 0 -14 years of teaching experience .0012

Members with 15 or more years of teaching experience .0015

7.0302 **BENEFITS**

A. **SICK LEAVE**

1. **ENTITLEMENT** - Summer school teachers will be entitled to sick leave benefits, but will not be entitled to additional sick leave credit by reason of summer school employment.
2. **DEDUCTION** - Each day of summer school absence will result in a deduction of applicable accumulated sick leave in one-half (1/2) or full day increments.

B. **PERSONAL LEAVE** - Should a personal leave day be requested and approved, applicable one half (1/2) or full day increments will be deducted from the days that are allowable.

C. **RESTRICTION** - The above statements concerning sick leave and personal leave do not apply to teachers employed only for the summer session or to teachers with no accumulated leave.

7.0303 **SELECTION** - Summer school positions will be filled by the teacher regularly employed by the Board unless a qualified applicant from the school system is not available. The following criteria will be considered in making the selection:

- A. **TRAINING** - The teachers who are trained to meet the needs of the curriculum to be offered.
- B. **CONSIDERATION** - Teachers who have not taught in the district's summer school previously will receive the same consideration as those who have.
- C. **REGULAR STAFF** - All summer school positions will be filled by regular staff personnel prior to considering other applicants.

7.0304 **NOTIFICATION** - Following the selection of the summer school staff, those personnel who made formal application for consideration will be notified on or before May 15 concerning their employment status for the summer.

7.0400 **SUPPLEMENTAL SCHOOL**

7.0401 **COMPENSATION** – Salary will be determined by multiplying the base salary by the following rates to determine the hourly rate:

Members with 0 -14 years of teaching experience .0012

Members with 15 or more years of teaching experience .0015

7.0402 **APPLICATIONS** - Written applications for supplemental school teaching may be made by a qualified and certified teacher directly to the supplemental school principal prior to the term.

7.0403 **SELECTION** - Supplemental school positions will be filled by teachers who are best qualified to meet the needs of the curriculum to be offered.

7.0404 **NOTIFICATION** - Following the selection of the supplemental school staff, those personnel who made formal application for consideration will be notified as soon as possible concerning their employment status for each semester.

7.0405 **BENEFITS** - Supplemental school teachers are not covered by sick leave and personal leave provisions.

7.0500 **SUMMER SCHOOL DETENTION PROGRAM**

7.0501 **COMPENSATION** – Compensation for the summer school detention program teachers will be at their per diem rate.

7.0502 **DURATION** – The summer school detention program will be divided into two (2) equal sessions.

7.0503 **SELECTION** – Summer school detention program teachers will be selected according to the provisions of Section 5.0105, Filling a Vacancy. A teacher may apply for one or both sessions.

7.0600 **MILEAGE**

7.0601 **ENTITLEMENT** - Teachers assigned to more than one building during the course of one school day and teachers required to travel on school business as part of their duties will be paid mileage at the IRS approved rate at the time of travel.

7.0602 **FORMS** - Forms for recording such mileage will be given upon request to each teacher involved in travel by his administrative supervisor. Each teacher will be notified of the availability of forms.

7.0603 **PAYMENT** - Payment for mileage expense will be within one month from submission.

7.0700 **REMUNERATION FOR MILITARY SERVICE** - All personnel of the Painesville City Local Schools who have served on active duty in the armed services will be entitled to a salary adjustment in accordance with the following:

- Less than 8 months - no adjustment
- 8 - 17 months - 1 increment
- 18 - 29 months - 2 increments
- 30 - 41 months - 3 increments
- 42 - 53 months - 4 increments
- 54 - 60 months - 5 increments MAXIMUM

(REGULATIONS LISTED ABOVE ARE NOT RETROACTIVE)

7.0800 **CLASS COVERAGE/COMPENSATION** - Any bargaining unit member asked to assume teaching duties during the member's planning and/or lunch time for an absentee will be compensated as follows:

- 0 - 14 minutes - no compensation
- 15 - 30 minutes - \$11.00 compensation
- 31 - 45 minutes - \$14.00 compensation
- 46 - 60 minutes - \$18.00 compensation

Any bargaining unit member reassigned to assume teaching duties for an absentee after four (4) times will be compensated as follows:

One (1) teacher reassigned per absence	\$100 per day
Two (2) teachers reassigned per absence	\$50 per day
Three (3) teachers reassigned per absence	1/3 of \$100 per day

RESTRICTION - There will be no compensation paid for a cooperative arrangement between two (2) teachers to fill in for each other.

7.0900 **STRS PICKUP-SALARY REDUCTION** - The Board will reduce each teacher's gross pay and taxable income by the amount of the teacher's required contribution to STRS for the purposes of contribution to STRS and forward to STRS.

The teachers will retain legal rights to the amount reduced and will be obligated to pay taxes on it when it is received from STRS. For the calculation of severance, per diem rates and all other compensation purposes, including position on the faculty salary step schedule, the full gross pay will be used. Retirement benefits will be calculated on the gross pay. This provision will be subject to the perpetual written acknowledgment of each teacher that he or she is aware that any such action is not, in fact, a pay reduction and that his/her actual gross pay also includes his or her contribution to STRS. Any such reduction will apply to all members of the bargaining unit.

7.1000 **PAYROLL PRACTICES**

7.1001 **PAY PERIODS**

- A. **CONTRACT YEAR** - The teacher contract year will be divided into twenty-six (26) equal, biweekly pay periods made every other Friday. The deposits will be made on the Friday payday. The Treasurer, when necessary, but not more than once every five (5) years, may divide the contract year into twenty-seven (27) equal, biweekly pay periods made every other Friday. The deposits will be made on the Friday payday.
- B. **EXCEPTIONS**
 - 1. If the Friday pay date falls on a federal legal holiday (when banks are closed), then the date of the payroll will be changed to the day before the holiday (Thursday).

7.1002 **ELECTRONIC DEPOSIT**

- A. **AFFECTED EMPLOYEES** - All teachers will be paid via electronic deposit.
- B. **CENTRAL BANK** - The deposit will be made in one central bank, which will then electronically transfer to the designated bank and account on the normal payroll date.
- C. **REQUIREMENTS**
 - 1. Teachers must complete appropriate forms for electronic transfer with the Treasurer's Office.
 - 2. Errors in transmittal of funds from the central bank will be the sole responsibility of that bank.
- D. **SIGNED AGREEMENT** - A signed agreement will include the automatic deposit of all paychecks issued to that employee (payroll, supplementals, sick leave purchase, etc.).

E. **SUMMARY** - Each teacher will receive a summary of gross pay, deductions, net pay, and unused accumulated sick leave days with year-to-date figures for each pay.

7.1003 **ADDITIONAL ASSIGNMENT(S)** - Compensation, to the extent earned for each additional assignment, will be paid after prompt certification by the appropriate designated official, per the attached schedule (Appendix C).

7.1004 **PAYROLL DEDUCTION** - The following payroll deductions will be provided at no cost to the professional staff member:

A. Deduct from the wages of any employee-member of the Association, the dues, initiation fees and assessments of the Association, upon presentation of a written deduction authorization.

Association membership is annual with the membership year beginning September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.

Deductions of the annual dues, fees and assessments will be made in as nearly equal pay period installments during the school year and in an amount determined by the Association. Deductions shall begin with the first pay period in October.

All money so deducted will be remitted to the Treasurer of the Association not more than five (5) days following the pay date, accompanied by a list of teachers from whom the deductions are made and the amount for each said teacher.

Any individual who wishes to cancel their membership must notify the Association President and District Treasurer in writing between August 1 and August 31. If a member severs employment or cancels their membership outside of the cancellation period, such member shall be responsible for all remaining dues and assessments of the current membership year. The District Treasurer shall deduct all owed and remaining dues from the employee's next pay check immediately following the notification.

B. Credit Union - Deductions for the Credit Union will be withheld from each pay.

C. Income Protection Insurance.

D. United Way of Lake County.

E. Insurance Program Costs.

F. Tax Sheltered Annuities.

1. 403(b) companies on the current approved provider list.
 - a. Minimum of five (5) participants for new companies able to comply with IRS regulations.
 2. 457 companies with investment agreements in place with the Board of Education.
- G. Political Contributions.
- H. Other deductions as agreed to by the parties to this Agreement.

Unless otherwise stated, the Treasurer will begin payroll deductions upon authorization of the employee requesting such actions and will promptly deliver monies deducted to the authorized parties on a monthly basis.

ARTICLE VIII - BENEFITS

8.0100 INSURANCES

MEMBERSHIP - The Painesville City Local School District is a member of the Lake County Health Care Consortium. Any change in the present health care coverage provided to members of the bargaining unit represented by the Painesville City Teachers Association will be mutually agreed to by the Painesville City Board of Education and the Painesville City Teachers Association.

If the Lake County Health Care Consortium or other insurance providers notify the Painesville City Local Board of Education of any change in benefits as listed in Appendix V during the duration of this Contract, then representatives of the Painesville City Teachers Association and representatives of the Painesville City Board of Education will meet within thirty (30) days in in-term bargaining to address the change(s).

8.0101 LINES OF COVERAGE

The Board shall offer the following lines of coverage for members:
Effective 9/1/2013~~5~~:

- A. Medical
 - 1. Standard Plan (A)
 - 2. Standard Plan (B)
 - 3. Standard Plan (C)
 - 4. Bronze Plan (D)

B. Dental

C. Vision

The carrier for all lines of coverage will be selected by the Board.

8.0102 MEMBER/BOARD CONTRIBUTIONS

The member shall pay the following monthly amounts:

Effective 9/1/2015:

- | | | |
|---------------------|----------------------|----------------------|
| (A) Standard Plan 1 | \$20/Single monthly | \$40/Family monthly |
| (B) Standard Plan 2 | \$70/Single monthly | \$135/Family monthly |
| (C) Standard Plan 3 | \$136/Single monthly | \$335/Family monthly |
| (D) Bronze Plan | No contribution | |

Dental and Vision Coverage

Effective 9/1/2015

The member shall pay the following monthly amounts:

(A) Dental	\$2.50/Single monthly	\$5.00/Family monthly
(B) Vision	\$0	\$2.50/Family monthly

If a member chooses to waive dental and/or vision coverage during a scheduled open enrollment period, the monthly premium cost of the coverage will be deducted from the member's share of healthcare/prescription insurance.

The Board shall pay 100% of monthly premium for all medical, dental, and vision lines of coverage in cases where a member's spouse is also employed by the Board. However, the member/spouse is not eligible to receive the insurance waiver in Section 8.0104.

Section 125 Plans – The Board will allow before-tax deductions for insurances.

8.0103 **INSURANCE WAIVER**

A. **ENTITLEMENT**

1. Any employee who is covered by his/her spouse's family health coverage may annually waive his/her coverage in writing and receive twelve hundred dollars (\$1,200) per year cash "waiver bonus".
2. This waiver will occur at the time of initial employment and annually thereafter.
3. The waiver must clearly explain the procedure for enrollment if a spouse's coverage is lost during the year.
4. The enrollment is contingent upon the carrier's determination of insurability. Return to the Board health coverage will be the first of the following month.
5. Bargaining unit members whose FTE for any school year is less than 100% will be eligible to receive a \$1,200 "waiver bonus" multiplied by his/her FTE.

- B. **PAYMENT** - The payment will be a lump sum of six hundred dollars (\$600) at the end of each semester to be paid on the first non-payroll Friday following the last day of the semester.

8.0104 **ADDITIONAL VOLUNTARY INSURANCE**

- A. Any cost of additional voluntary insurance programs will be deducted from the employee's salary upon written authorization to that effect from the employee.
- B. The employees will have the option of choosing the plan which best meets their needs.

8.0105 **DISTRICT-WIDE INSURANCE COMMITTEE**

The PCTA and the Board of Education agree to participate in a district-wide committee to study and develop recommendations designed to achieve a responsive and cost-efficient medical benefits program. The committee will include four (4) members from each of the following groups: OAPSE Local #393, the PCTA, and the Administration.

The committee will meet as needed. Dates shall be set at the beginning of the school year for the committee to meet. The committee's studies will include, but not be limited to, the following areas:

- A. Developing an understanding of the medical benefits program.
- B. Identifying various program options to reduce the costs associated with the program.
- C. Developing strategies which, if implemented, will result in program cost reductions.
- D. Developing and implementing strategies for educating employees regarding employee benefits.
- E. Developing and implementing strategies for educating employees on general health issues and wellness programs.

The members of the committee will be empowered by all parties to make recommendations relating to the medical benefits program. If the recommendations are contrary to the provisions of this contract or appendices, then following ratification by the PCTA membership and the Board, the committee's recommendations will be written in the form of a Memorandum of Understanding.

8.0106 **LIFE INSURANCE** - The Board will pay one hundred percent (100%) of the cost for fifty thousand dollars (\$50,000.00) of term life insurance, including double indemnity for accidental death, for all members of the instructional staff.

8.0200 **SEVERANCE PAY**

8.0201 **ENTITLEMENT** - The Board of Education will grant severance pay in the amount to be determined by multiplying the greatest daily rate of the certified employee's pay during his/her employment in the district by the number of severance pay eligibility days. A bargaining unit member, to be entitled to severance pay, must have been employed in the Painesville City Local School District for at least five (5) years.

8.0202 **ELIGIBILITY DAYS** -Thirty-five percent (35%) of the number of accumulated unused sick leave days to a maximum of fifty-nine (59) days.

8.0203 **PAYMENT** - This amount will be paid in a lump sum to the member on the first pay date following the date of retirement which will be defined as actual approval of the member's application by STRS. This lump sum shall be paid as determined and directed by the member into a 403(b) and/or 457(b) plan up to the maximum amounts permitted by the IRS with any balance to be paid in cash.

8.0300 **EARLY NOTIFICATION OF RETIREMENT OR RESIGNATION BONUS** – Certified employees intending to retire or resign effective for the succeeding school year will be eligible to receive a five hundred dollar (\$500.00) cash payment for submission of an irrevocable letter of resignation or retirement for the following school year.

Letters of resignation or retirement must be in the Superintendent's office not later than 4:30 p.m. EST on Friday of the second full week in February of the year preceding the year of resignation or retirement.

8.0400 **VAN CERTIFICATION** – Certified employees that hold van certification under Ohio guidelines are required to submit an annual certification of general health (T-8) form. The following will apply to all such employees:

- A. The Board of Education will identify a contracted vendor to provide the basic T-8 physical and make this vendor available to all employees.
- B. The Board of Education will pay the full cost of the required T-8 physical given by the contracted provider.
- C. The employee will be responsible for any costs above the reimbursement to the contracted provider.
- D. The employee may select an alternate provider at his/her discretion, but will only be eligible for reimbursement as described in item B, above.
- E. The employee will be notified of the T-8 physical reimbursement cost.
- F. The member will receive a fifty dollar (\$50.00) stipend for completing the annually required certification/recertification training.

ARTICLE IX – EDUCATIONAL IMPROVEMENT

9.0100 CONTINUOUS IMPROVEMENT PLANNING PROCESS

- A. The Painesville City Local Schools' Continuous Improvement Planning process will provide for inclusion of the PCTA President and PCTA appointees to the District Advisory Committee. Said appointees shall be members of the PCTA and will be selected one each from the elementary, middle, and high school staffs.
- B. The Continuous Improvement Plan will be structured to insure solicitation and consideration of staff and community input and to disseminate its ongoing plans, programs, and progress to staff and the Painesville City Local Schools' community.

ARTICLE X - SAVINGS, FORM, AND DURATION

10.0101 **SAVINGS CLAUSE** - If any item or part of this Agreement is found by a court of proper jurisdiction to be contrary to law, that item or part will be declared null and void, and all other items and parts of this Agreement will remain in full force and effect.

10.0102 **ENTIRE AGREEMENT** - The Agreement will supersede any rules, policies, regulations, or practices of the Board which are contrary to or inconsistent with such negotiated items.

10.0103 **FORM** - This Agreement constitutes the whole and complete Agreement negotiated between the Board and the Association.


10.0104 **DURATION** - This Agreement will take effect September 1, 2018 and will remain in effect through August 31, 2020.

10.0200 **PRINTING AND DISTRIBUTION** - This Agreement will be printed in sufficient numbers so that each teacher may have a copy and so that the Administration and the Association will each have twenty-five (25) copies—the cost of printing or reproduction and assembly will be borne equally by the Association and the Board.

As witnesses and acceptance to this Agreement and its parts, the following officials do place their signatures:

FOR THE PAINESVILLE CITY
LOCAL SCHOOL BOARD:

FOR THE PAINESVILLE CITY
TEACHERS ASSOCIATION:



(Superintendent) 5-14-18
(Date)




(President) 5/17/18
(Date)



(President) 5/14/18
(Date)



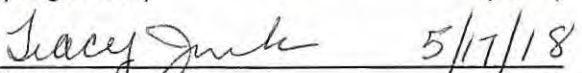
(Bargaining Team Chairperson) 5/17/18
(Date)



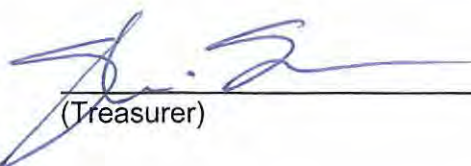
(Negotiator) 6/4/18
(Date)



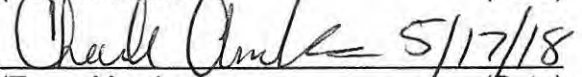
(Negotiator) 6/7/18
(Date)



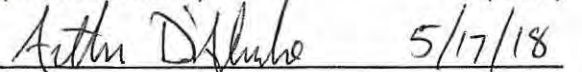
(Team Member) 5/17/18
(Date)



(Treasurer) 5.14.18
(Date)



(Team Member) 5/17/18
(Date)



(Team Member) 5/17/18
(Date)

APPENDIX A-1

PAINESVILLE CITY LOCAL SCHOOLS

**Painesville City Local Schools
2018-2019 Teacher Salary Schedule**

\$39,882

Step	B.A.	B.A. +9	B.A. +18	B.A. +27	M.A.	M.A. +15	M.A. +30	M.A. +60
0	39,882	40,389	40,891	41,398	41,900	42,658	43,416	44,173
1	41,497	42,004	42,506	43,013	44,425	45,182	45,940	46,698
2	43,112	43,619	44,121	44,628	46,949	47,707	48,465	49,222
3	44,728	45,234	45,737	46,243	49,474	50,231	50,989	51,747
4	46,343	46,849	47,352	47,858	51,998	52,756	53,514	54,271
5	47,958	48,465	48,967	49,474	54,523	55,280	56,038	56,796
6	49,573	50,080	50,582	51,089	57,047	57,805	58,563	59,320
7	51,189	51,695	52,198	52,704	59,572	60,330	61,087	61,845
8	52,804	53,306	53,813	54,319	62,096	62,854	63,612	64,370
9	54,419	54,925	55,428	55,935	64,621	65,379	66,137	66,895
10	56,034	56,541	57,043	57,550	67,145	67,903	68,661	69,419
11	57,649	58,156	58,658	59,165	69,670	70,428	71,186	71,944
12	59,265	59,771	60,274	60,780	72,194	72,952	73,710	74,468
13	60,880	61,386	61,889	62,395	74,719	75,477	76,235	76,993
14	62,495	63,002	63,504	64,011	77,243	78,001	78,759	79,517
15	64,114	64,621	65,123	65,630	79,764	80,522	81,280	82,037
16	64,617	65,123	65,626	66,132	80,267	81,024	81,782	82,540
17	65,119	65,626	66,128	66,635	80,773	81,527	82,285	83,042
18	65,626	66,128	66,635	67,141	81,280	82,033	82,791	83,549
19	66,132	66,631	67,141	67,648	81,786	82,540	83,298	84,055
20	66,639	67,137	67,648	68,154	82,293	83,046	83,804	84,562
21	67,141	67,640	68,150	68,657	82,795	83,549	84,307	85,064
22	67,644	68,146	68,653	69,159	83,298	84,051	84,809	85,567
23	68,150	68,653	69,155	69,666	83,800	84,558	85,316	86,073
24	68,657	69,159	69,662	70,172	84,307	85,064	85,822	86,580
25	69,163	69,666	70,168	70,679	84,813	85,571	86,329	87,086
26	69,666	70,168	70,671	71,181	85,316	86,073	86,831	87,589
27	70,168	70,671	71,177	71,684	85,818	86,576	87,334	88,091
28	70,671	71,177	71,684	72,186	86,325	87,082	87,840	88,598
29	71,177	71,684	72,190	72,693	86,831	87,589	88,347	89,104
30	71,684	72,190	72,697	73,199	87,338	88,095	88,853	89,611
31	72,043	72,553	73,064	73,566	87,776	88,538	89,300	90,062
32	72,406	72,916	73,431	73,937	88,215	88,981	89,746	90,512

2018-2019 SALARY SCHEDULE

APPENDIX A-2

PAINESVILLE CITY LOCAL SCHOOLS

2019-2020 SALARY SCHEDULE

**Painesville City Local Schools
2019-2020 Teacher Salary Schedule**

\$40,281

Step	B.A.	B.A. +9	B.A. +18	B.A. +27	M.A.	M.A. +15	M.A. +30	M.A. +60
0	40,281	40,793	41,300	41,812	42,319	43,085	43,850	44,615
1	41,912	42,424	42,931	43,443	44,869	45,634	46,400	47,165
2	43,544	44,055	44,563	45,074	47,419	48,184	48,949	49,715
3	45,175	45,687	46,194	46,706	49,969	50,734	51,499	52,265
4	46,807	47,318	47,826	48,337	52,518	53,284	54,049	54,814
5	48,438	48,949	49,457	49,969	55,068	55,833	56,599	57,364
6	50,069	50,581	51,088	51,600	57,618	58,383	59,149	59,914
7	51,701	52,212	52,720	53,231	60,168	60,933	62,593	63,358
8	53,332	53,840	54,351	54,863	62,718	63,483	65,030	66,576
9	54,963	55,475	55,983	56,494	65,267	66,033	67,467	68,901
10	56,595	57,106	57,614	58,125	67,817	68,582	69,904	71,225
11	58,226	58,738	59,245	59,757	70,367	71,132	72,341	73,549
12	59,858	60,369	60,877	61,388	72,917	73,682	74,778	75,873
13	61,489	62,001	62,508	63,020	75,466	76,232	77,215	78,198
14	63,120	63,632	64,139	64,651	78,016	78,782	79,652	80,522
15	64,756	65,267	65,775	66,286	80,562	81,327	82,093	82,858
16	65,263	65,775	66,282	66,794	81,070	81,835	82,600	83,366
17	65,771	66,282	66,790	67,301	81,581	82,342	83,108	83,873
18	66,282	66,790	67,301	67,813	82,093	82,854	83,619	84,385
19	66,794	67,297	67,813	68,325	82,604	83,366	84,131	84,896
20	67,306	67,809	68,325	68,836	83,116	83,877	84,642	85,408
21	67,813	68,317	68,832	69,344	83,623	84,385	85,150	85,915
22	68,321	68,828	69,340	69,851	84,131	84,892	85,658	86,423
23	68,832	69,340	69,847	70,363	84,638	85,404	86,169	86,934
24	69,344	69,851	70,359	70,874	85,150	85,915	86,681	87,446
25	69,855	70,363	70,870	71,386	85,662	86,427	87,192	87,958
26	70,363	70,870	71,378	71,894	86,169	86,934	87,700	88,465
27	70,870	71,378	71,890	72,401	86,677	87,442	88,207	88,973
28	71,378	71,890	72,401	72,909	87,188	87,954	88,719	89,484
29	71,890	72,401	72,913	73,420	87,700	88,465	89,230	89,996
30	72,401	72,913	73,424	73,932	88,211	88,977	89,742	90,507
31	72,764	73,279	73,795	74,302	88,654	89,424	90,193	90,963
32	73,130	73,646	74,165	74,677	89,098	89,871	90,644	91,418

APPENDIX B

SUPPLEMENTAL POSITIONS AND COMPENSATION INDEX

2018-2020

<u>POSITION</u>	<u>SALARIES PER</u> <u>YEARS EXPERIENCE*</u>			
	<u>0 - 2</u>	<u>3 - 5</u>	<u>6 - 8</u>	<u>9+</u>
ATHLETIC COORDINATOR – Heritage (Boys and Girls)	.129	.140	.151	.162
ATHLETIC TRAINER *	.108	.120	.132	.144
* Must be certified Athletic Trainer				
EQUIPMENT MANAGER- All Sports	.108	.120	.132	.144
WEIGHT ROOM (4, 1 per quarter)	.050	.050	.050	.050
FOOTBALL				
Harvey Head Coach	.158	.171	.184	.197
Harvey Varsity/Assistants (6)	.109	.121	.133	.145
Heritage Head Coach	.084	.100	.116	.132
Heritage Assistant Coaches (3)	.062	.078	.094	.110
BASKETBALL				
Harvey Varsity Coach (Boys)	.146	.159	.172	.185
Harvey Assistant Varsity Coach	.084	.094	.104	.114
Harvey Assistant Coaches (2) (Freshman and JV)	.084	.094	.104	.114
Harvey Varsity Coach (Girls)	.146	.159	.172	.185
Harvey Assistant Varsity Coach	.084	.094	.104	.114
Harvey Asst. Coaches (2) (Girls) (Freshman and JV)	.084	.094	.104	.114
Heritage Coach (8th grade) (Boys)	.074	.084	.094	.104
Heritage Coach (8th grade) (Girls)	.074	.084	.094	.104
Heritage Coach (7th grade) (Boys)	.074	.084	.094	.104
Heritage Coach (7th grade) (Girls)	.074	.084	.094	.104
WRESTLING				
Harvey Varsity Coach	.146	.159	.172	.185
Harvey Assistant Coach	.084	.094	.104	.114
Harvey Freshman/JV Coach	.084	.094	.104	.114
Heritage Coach	.074	.084	.094	.104
Heritage Assistant Coach	.048	.053	.058	.063

*Years of experience for placement on the supplemental salary schedule will be defined as total teaching years in the supplemental area or related field.

<u>POSITION</u>	<u>SALARIES PER</u> <u>YEARS EXPERIENCE*</u>			
	<u>0 - 2</u>	<u>3 - 5</u>	<u>6 - 8</u>	<u>9+</u>
BASEBALL/SOFTBALL				
Harvey Varsity Coach (Boys)	.099	.106	.113	.120
Harvey JV Coach	.070	.078	.086	.094
Harvey Freshman or Assistant Coach (Boys)	.066	.070	.074	.078
Harvey Assistant Baseball Coach	.066	.070	.074	.078
Harvey Softball Head Coach (Girls)	.099	.106	.113	.120
Harvey JV Softball Coach (Girls)	.070	.078	.086	.094
Harvey Softball Assistant Coach (Girls)	.066	.070	.074	.078
Harvey Freshman or Assistant Coach (Girls)	.066	.070	.074	.078
Heritage Baseball Coach (Boys)	.057	.063	.070	.077
Heritage Baseball Assistant Coach (Boys)	.034	.039	.044	.049
Heritage Softball Coach (Girls)	.057	.063	.070	.077
Heritage Softball Assistant Coach (Girls)	.034	.039	.044	.049
TRACK				
Harvey Head Coach (Boys)	.099	.106	.113	.120
Harvey Head Coach (Girls)	.099	.106	.113	.120
Harvey Assistant Coaches (2 Girls) (4 2 Boys)	.066	.070	.074	.078
Heritage Coach (Boys)	.057	.063	.070	.077
Heritage Coach (Girls)	.057	.063	.070	.077
Heritage Assistant Coach (Boys/Girls)	.034	.039	.044	.049
GOLF				
Harvey Varsity Coach (Boys)	.077	.087	.097	.107
Harvey Varsity Coach (Girls)	.057	.067	.077	.087
Heritage JV Coach (Boys and Girls)	.066	.070	.074	.078
TENNIS				
Harvey Varsity Coach (Boys)	.077	.087	.097	.107
Harvey Varsity Coach (Girls)	.077	.087	.097	.107
Harvey JV Coach (Boys)	.064	.072	.081	.089
Harvey JV Coach (Girls)	.064	.072	.081	.089
Heritage (Boys)	.051	.058	.065	.072
Heritage (Girls)	.051	.058	.065	.072
CHEERLEADING SPONSORS				
Harvey Varsity (Basketball and Football)	.077	.087	.097	.107
Harvey JV (Basketball and Football)	.051	.058	.065	.072
Harvey Freshman (Basketball and Football)	.051	.058	.065	.072
Heritage Cheerleading Sponsor (Basketball and Football)	.051	.058	.065	.072
Heritage Asst. Cheerleading Sponsor(Basketball and Football)	.051	.058	.065	.072
CROSS COUNTRY				
Harvey Varsity Coach (Boys & Girls)	.099	.106	.113	.120
Heritage (Boys and Girls)	.051	.058	.065	.072

*Years of experience for placement on the supplemental salary schedule will be defined as total teaching years in the supplemental area or related field.

<u>POSITION</u>	<u>SALARIES PER</u> <u>YEARS EXPERIENCE*</u>			
	<u>0 - 2</u>	<u>3 - 5</u>	<u>6 - 8</u>	<u>9+</u>
VOLLEYBALL				
Harvey Varsity Coach	.099	.106	.113	.120
Harvey Assistant Coach (2)	.066	.070	.074	.078
Heritage Coaches (7 th Grade)	.057	.063	.070	.077
Heritage Coaches (8 th Grade)	.057	.063	.070	.077
SOCCER				
Harvey Varsity Coach (Boys)	.099	.106	.113	.120
Harvey Assistant Coach (Boys) (2)	.066	.070	.074	.078
Harvey Varsity Coach (Girls)	.099	.106	.113	.120
Harvey Assistant Coach (Girls) (2)	.066	.070	.074	.078
Heritage Coach (Boys)	.066	.070	.074	.078
Heritage Assistant Coach (Boys) (1)	.051	.058	.065	.072
Heritage Coach (Girls)	.066	.070	.074	.078
Heritage Assistant Coach (Girls) (1)	.051	.058	.065	.072
<u>NON-ATHLETIC SUPPLEMENTALS</u>				
ACADEMIC DECATHLON ADVISOR - Harvey	.029	.030	.031	.032
ACADEMIC DECATHLON COACHES (12) - Harvey	.012	.012	.012	.012
ATHLETIC STUDY TABLE ADVISOR - Harvey	.099	.106	.113	.120
ATHLETIC STUDY TABLE ADVISOR - Heritage	.099	.106	.113	.120
A.V. COORDINATOR - Harvey	.030	.033	.036	.039
A.V. COORDINATOR - Heritage	.030	.033	.036	.039
AUDITORIUM MANAGER	.028	.029	.030	.032
Marching Band				
Director	.065	.070	.075	.080
Assistant (2 positions)	.048	.053	.058	.063
Band Camp Assistant (up to 3, as needed)	.020	.021	.022	.023
SADD/CARE Program Coordinator (1) - District	.030	.033	.036	.039
CLASS SPONSORS (4) - Harvey	.020	.021	.022	.023
COMMUNITY SERVICE SPONSOR (1 per elementary)	.020	.021	.022	.023
ECITY ADVISOR - Harvey	.020	.021	.022	.023

*Years of experience for placement on the supplemental salary schedule will be defined as total teaching years in the supplemental area or related field.

<u>POSITION</u>	<u>SALARIES PER YEARS EXPERIENCE*</u>			
	<u>0 - 2</u>	<u>3 - 5</u>	<u>6 - 8</u>	<u>9+</u>
DEPARTMENT HEADS				
Harvey (8), Heritage (6)	.036	.038	.040	.042
Preschool Director	.079	.080	.081	.082
Music Department District Chair	.036	.038	.040	.042
ELEMENTARY BUILDING LEADERSHIP TEAM (up to 12 per building)	.018	.020	.022	.023
DRAMATICS				
Fall Production	.046	.050	.054	.058
Assistants (2)	.020	.022	.024	.026
Spring Musical	.080	.084	.088	.092
Assistants (4)	.030	.032	.034	.036
Musical Accompaniment (4)	.009			
ENTRY YEAR MENTOR TEACHER	YEARS 1 & 2			.035
**Administration approved	**Each addl. Teacher			.015
ENTRY YEAR MENTOR TEACHER	YEARS 3 & 4			.010
**Administration approved	**Each addl. Teacher			.005
FBLA ADVISOR - Harvey	.077	.087	.097	.107
FBLA Assistant- Harvey	.028	.029	.030	.032
YOUNG EDUCATORS ASSOCIATION ADVISOR - Harvey	.020	.021	.022	.023
RESPONSE TO INTERVENTION TEAM				
Elementary (7 per building)	.020	.021	.022	.023
Middle School Facilitator (up to 3)	.030	.032	.034	.036
High School Facilitator (up to 3)	.030	.032	.034	.036
INFINITE CAMPUS COACHES				
Harvey	.020	.021	.022	.023
Heritage	.020	.021	.022	.023
BUILDING TECHNOLOGY COACH (1 per Elementary)	.020	.021	.022	.023
INSTRUMENTAL MUSIC				
Harvey	.150	.155	.160	.165
Harvey Assistant	.030	.032	.034	.036
Heritage	.051	.058	.065	.072
Pep Band	.028	.029	.030	.032
LPDC	.036	.038	.040	.042

*Years of experience for placement on the supplemental salary schedule will be defined as total teaching years in the supplemental area or related field.

POSITION	SALARIES PER YEARS EXPERIENCE*			
	<u>0 - 2</u>	<u>3 - 5</u>	<u>6 - 8</u>	<u>9+</u>
FLAG INSTRUCTOR	.034	.035	.037	.038
MAJORETTE INSTRUCTOR	.034	.035	.037	.038
DANCE TEAM	.034	.035	.037	.038
PERCUSSION ADVISOR	.034	.035	.037	.038
MOCK TRIAL SPONSOR	.040	.041	.042	.043
NATIONAL HONOR SOCIETY SPONSOR - Harvey	.020	.021	.022	.023
NATIONAL JUNIOR HONOR SOCIETY SPONSOR - Heritage	.020	.021	.022	.023
SAFETY PATROL ADVISORS (3) - Elementary	.020	.021	.022	.023
SPORTS CAMERA PERSON	.021	.025	.029	.033
STUDENT COUNCIL/ACTIVITY SPONSOR (1) - Harvey Assistant	.045 .020	.048 .021	.051 .022	.054 .023
STUDENT COUNCIL/ACTIVITY SPONSOR (1) - Heritage	.045	.048	.051	.054
STUDENT COUNCIL/ACTIVITY SPONSOR (3) - Elementary (one per building)	.020	.021	.022	.023
TOUR DIRECTORS				
Heritage Day Class Trip	.019	.021	.023	.025
Heritage Overnight Class Trip	.021	.023	.025	.027
VIDEO COMMUNICATIONS	.128	.133	.158	.168
VIDEO PRODUCTION/BROADCASTING	.045			
VOCAL MUSIC	.061	.066	.071	.075
YEARBOOK				
Harvey	.093	.105	.117	.129
Heritage	.028	.031	.034	.037
HHS AFTER-SCHOOL CLUB ADVISOR (1)	.020	.021	.022	.023

Staff members approved for a supplemental will sign a job description outlining their specific responsibilities on an annual basis.

Saturday School Supervisor Seventy-Five (\$75.00)
per Saturday Session

*Years of experience for placement on the supplemental salary schedule will be defined as total teaching years in the supplemental area or related field.

APPENDIX C

SUPPLEMENTAL POSITIONS PAY PERIODS

POSITION

H.S. Football	1/3 August, September, October
M.S. Football	1/3 August, September, October
Fall Sports Payment	1/3 August, September, October
Sports Camera Person	1/3 August, September, October
Marching Band Director	1/3 August, September, October
Percussion	1/3 August, September, October
Majorette/Flags/Dance Advisors	1/3 August, September, October
Cheerleading (Football)	1/3 August, September, October
(Basketball)	1/3 December, January, March
(Fr. and MS)	1/3 October, January, March
Band Camp Assistant Director	Full August
Winter Sports	1/3 December, January, March
Band	1/2 December, May
Vocal Music	1/2 December, May
Drama	Full payment after play
Spring Sports	1/3 April, May, June
Department Heads	1/2 December, May
All Others Not Listed	1/2 December, May
Quarterly Weight Room	October, March, June, August

The payments will occur the second paycheck of each month.

APPENDIX D

PAINESVILLE CITY LOCAL SCHOOLS

TEACHER EVALUATION PROCEDURES

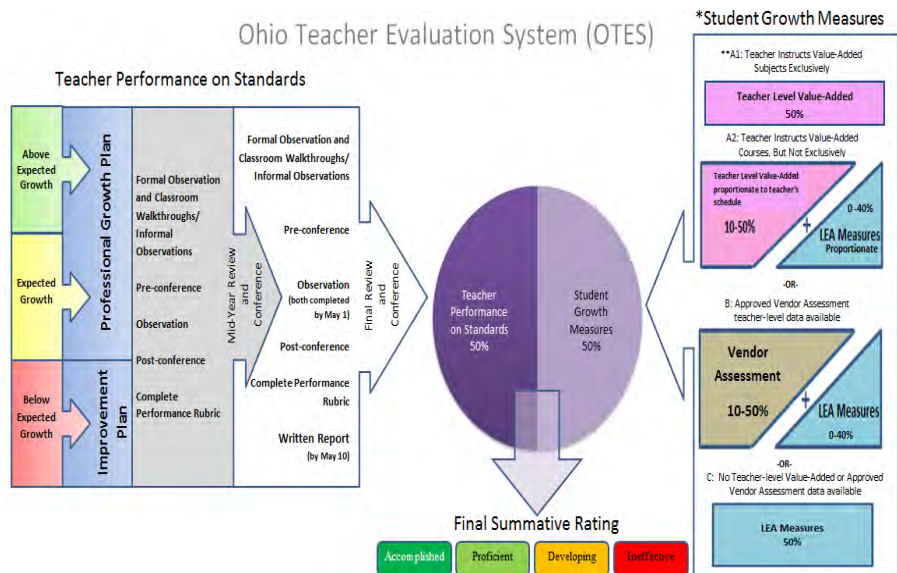
PHILOSOPHY OF AND OVERVIEW OF TEACHER EVALUATION SYSTEM - The Painesville City Local Schools' purpose is to educate the youth in our community. We believe all professional personnel should work cooperatively in evaluating performance to accomplish this purpose. Evaluation of professional performance will be based upon criteria that provide each person with specific expectations, standards, and procedures. Results of the evaluation process will be used to identify effective teaching and to promote continuous professional growth for our staff. The evaluation procedure is designed to protect the personnel from unjust criticism as well as to provide specific information to the person whose work is unsatisfactory, so that he/she may have adequate opportunity for improvement.

Pursuant to Ohio Revised Code 3319.111, the district has adopted the Ohio Teacher Evaluation System (OTES) as its standards-based procedure for teacher evaluation. Current state policy governing OTES for the given evaluation year.

Teacher performance and student growth measures are combined in a summative teacher evaluation rating that applies to:

Any person who spends at least fifty percent of the time employed providing content-related student instruction and who is employed under:

- a teaching license issued under Chapter 3319, or
- a professional of permanent teacher's certificate issued under former section 3319.222.



Any person spending less than (50%) fifty percent of the time employed providing content-related student instruction shall follow the procedures herein for their specific job assignment.

GOALS OF TEACHER EVALUATION

- Inform instruction in order to increase student learning and achievement
- Identify and develop best educational practices in order to provide the greatest opportunity for student learning and achievement.
- Serve as a tool to advance professional growth and development
- Encourage ongoing dialogue between teachers and evaluators
- Develop each individual's talents and abilities
- Provide specific information, resources and assistance to teachers whose practice falls in the Developing or Ineffective performance ranking.
- Provide a fair and equitable appraisal process that is implemented uniformly throughout the district
- Provide formative (developmental) as well as summative (evaluative) information to teachers
- Propel schools to higher levels of effectiveness as a result of improved teacher performance.
- Meet the federal, state and district standards
- Inform employment decisions (retention, promotion, and removal of poorly performing teachers).

IMPORTANT DATES

Description of Activity	Form or Online	Date	Teacher	Evaluator	District Administration
Designation of Teacher Status & Evaluator with Notification to Teacher/Principal	Online eTPES	September 1			X
District-wide Evaluation Process Meeting		First Friday in September			X
Teacher Self-Assessment and Summary Tool	Online eTPES	September 30th (All OTES/OSCES members)	X		
Professional Growth Plan or Improvement Plan & Conference with Evaluator.	Online eTPES	September 30th (All teachers/counselors)	X See Chart page X for plan responsibility.	X See Chart page X for plan responsibility.	
Submission of SLO's for Approval by Committee	SLO Form	September 30th	X		
Formal Observation (minimum 1) Informal Observation (minimum 1) Note: minimum 2 each for Category 3 teacher	Online eTPES	January 30th (All "on year" members)		X	
SLO Approval Returned to teacher	SLO Template Checklist	October 30th			
Formal Observation (minimum 1) Informal Observation (minimum 1)	Online eTPES	May 1st (All "on year" members)		X	
Evaluation of Improvement Plan, SLO Scoring Template & Summative Evaluation Conference	Online eTPES	May 1st (All OTES teachers)	X	X	
Summative Evaluation Conference	Form	May 1st (Non-OTES, non-OSCES members)		X	
Informal observation	Form	May 1st (staff not being fully evaluated in an off-cycle year)	X	X	
Final Summative Rating of Teacher Effectiveness Written Report	Online eTPES	May 10th (All teachers)		X	

ASSIGNMENT OF STAFF AND EVALUATORS

1. The building administrator(s) will typically evaluate his/her staff, and the priority for all evaluations will be the use of evaluators currently employed by the district. Other credentialed evaluators, approved by the OTES Review Committee, may be used by the district. The priority for assignment of external evaluators will be as follows:
 1. Volunteers
 2. Teachers rated Accomplished on the prior year's evaluation.
 3. Random assignment of teachers up to the number of teachers needed to ensure the completion of evaluations.
2. Members serving more than one building will typically be evaluated by the building administrator in whose building they spend the majority of their instructional time.
- 3.* Members with above-expected levels of student growth may choose their credentialed evaluator from a list of evaluators for their building of assignment as approved by the Painesville City Local Board of Education.
4. * Teachers with expected levels of growth will have input on their credentialed evaluator from a list of evaluators for their building of assignment as approved by the Painesville City Local Board of Education.
5. Teachers with below-expected growth will be assigned an evaluator from a list of evaluators for their building of assignment as approved by the Painesville City Local Board of Education.

*NOTE: Building principals will have the opportunity to provide evidence/input for the evaluation of any teacher being evaluated in their building.

IDENTIFYING ROLES AND RESPONSIBILITIES

An effective teacher evaluation system depends upon the collaborative nature of the process and ongoing communication between the teacher and evaluator. Each person has specific roles and responsibilities. Expectations for both teachers and evaluators are:

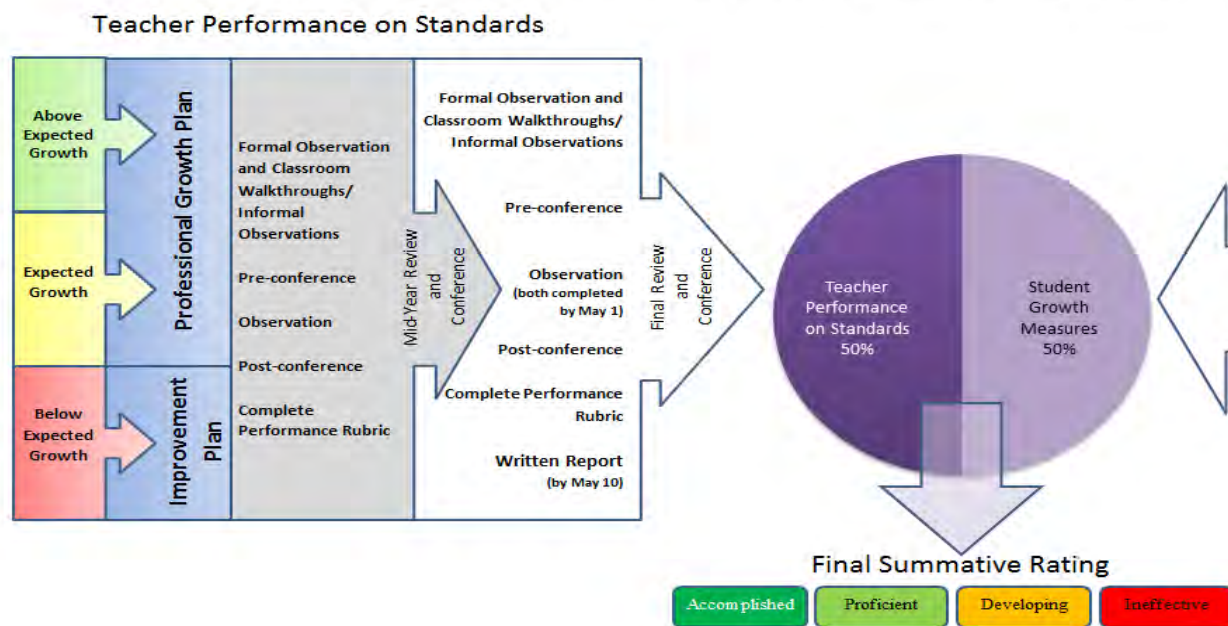
Expectations for Teachers:

- Participation in a planning conference with the evaluator to establish goals, plans, evaluation criteria and evidence indicators for the evaluation period.
- Thoughtful completion of the self-assessment tools, the student data analysis and goal-setting process.
- Participation in a minimum of two observations with the evaluator, following the OTES protocols for observations and within the designated timeline.
- Active participation in scheduled conferences for professional discussions and insights into related goals, action plans, evidence/artifacts, and outcomes and in the final conference to review and reflect on progress, achievements, and continued growth and development
- Receptiveness to feedback from the evaluator and willingness to engage in professional development to foster professional growth

Expectations for Evaluators:

- Conduct initial district-wide meeting with all new teachers and those new to the evaluation system to explain the process.
- Participation in a planning conference with each teacher to establish plans and determine evaluation criteria and evidence indicators for the evaluation period.
- Provide data from state and vendor sources for use in planning.
- Analysis of the teacher's data related to goal-setting, student growth, professionalism, and professional development.
- Active participation in scheduled conferences for professional discussions and insights into related goals, action plans, evidence/artifacts, and outcomes,
- Provision of appropriate, timely feedback; targeted resources; and guidance to assist the teacher in achieving professional goals and continuing in professional growth.
- A summative evaluation report at the end of each year which reviews and reflects on the teacher's progress, achievements and outcomes, and recommends opportunities for continued growth and development.

Ohio Teacher Evaluation System (OTES)



TEACHER EVALUATION PROCESS

A. TEACHER PERFORMANCE ON STANDARDS

District Use of Ohio eTPES System

The Painesville City Local School District will utilize the Ohio Electronic Teacher Principal Evaluation System (eTPES) to document the evaluation process. Documentation of observations, evaluations, and student growth measures will be entered into and electronically stored in the eTPES system. At the conclusion of the evaluation cycles completed Summative Rating of Teacher Performance forms will be placed in each evaluated employee's personnel file.

Determining Requirement for Professional Growth Plan or Improvement Plan.

Teachers achieving below expected growth on student achievement measures will be required to complete an Improvement Plan while those achieving expected or above expected growth will be required to complete a Professional Growth Plan.

Professional Growth Plan

Above Expected Growth	Expected Growth	Below Expected Growth	Description of Requirements for Professional Growth or Improvement Plan
✓	✓		Growth Plan
		✓	Improvement Plan
✓			Self-Directed by Teacher
	✓		Collaborative –Teacher and Evaluator
		✓	Directed by the Evaluator
✓	✓	✓	Professional Conversations
✓	✓	✓	Mid-Year Progress Check
✓	✓	✓	End-of-Year Evaluation

Professional Growth Plan helps the teacher focus on areas of professional development that will enable him/her to improve their practice. Teachers are accountable for the implementation and completion of their plan and may use the plan as a starting point for the school year. The Professional Growth plan is intended to be one academic year in duration and may support the goals of the Individual Professional Development Plan - IPDP. The Professional Growth Plan is not intended to replace the IPDP. The Professional Growth plan and process includes feedback from the evaluator as well as the teacher's self-assessment, and the support needed to further the teacher's continuous growth and development. Professional development should be individualized to the needs of the teacher and students (based on available data), and specifically relate to the teacher's areas for growth as identified in the teacher's evaluation. The evaluator should recommend professional development opportunities and support the teacher by providing available resources to accomplish the plan. The growth plan should be reflective of the data available and include:

- Identification of area(s) for future professional growth;

- Specific resources and opportunities to assist the teacher in enhancing skills, knowledge and practice;
- Outcomes that will enable the teacher to increase student learning and achievement.

Improvement Plan

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

- Identify, in writing, the specific area(s) for improvement to be addresses in relationship to the Ohio Standards for the Teaching Profession;
- Specify, in writing, the desired level of performance that is expected to improve and a reasonable period of time to correct the deficiencies;
- Develop and implement a written plan for improvement that will be initiated immediately and includes resources and assistance available;
- Determine additional education or professional development needed to improve in the identified area(s);
- Gather evidence of progress or lack of progress.

Once the improvement plan has been reviewed with the teacher, it becomes the teacher's responsibility to take action on the prescribed steps on the plan within the agreed-upon timeframe.

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

Formal Observations

Observations provide important evidence when assessing a teacher's performance and effectiveness. As an evaluator observes a teacher engaging students in learning, valuable experience may be collected on multiple levels. As part of the formal observation process, on-going communication and collaboration between evaluator and teacher help foster a productive professional relationship that is supportive and leads to a teacher's professional growth and development. Based upon researched best practices, the formal observation process consists of a pre-conference, observation, and post-conference.

Evaluations may be conducted annually, every two years, or every three years and may require 2 or 3 observations depending on specific circumstances:

Contract Type	Rating on Last Evaluation	Evaluation Schedule	Frequency of Observation (Formal & Informal)
Continuing	Accomplished	1 every 3 years*	2
	Skilled	1 every 2 years*	2
	Developing or Ineffective	Annually	2
One-year or final year of extended limited contract	Accomplished, Skilled, Developing, or Ineffective	Annually	3**

*As long as the teacher’s student growth measure for the most recent school year is at least “average”.

**Two observations must be completed prior to January 30. The Superintendent may waive the third observation.

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

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

Any teacher not evaluated in a given year by virtue of his or her having achieved a rating of accomplished or skilled on the most recent evaluation and having at least expected student growth in the most recent year will receive one observation to be completed no later than May 1. The informal observation form will be used to document this observation and conference on an “off year” (unless use of an alternate form is dictated by eTPES). The conference should occur within the ten school days following the observation.

The purpose of the post-observation conference is to provide reflection and feedback on the observed lesson and to identify strategies and resources to increase effectiveness. The post-conference should typically occur within seven (7) school days of the formal observation and no more than ten (10) school days following the formal observation. An exception to this deadline will be available in cases where the teacher or evaluator are absent due to documented leave, then the ten (10) school day requirement shall be extended by the number of approved leave days. During the pre-conference or at the time of the observation, the teacher and evaluator will set a time for the post-conference to take place, and revise this scheduled date and time as needed if the post-conference is not conducted as originally planned.

Informal Classroom Observation(s) (Evaluator Initiates)

Informal observations will be less than 30 minutes (approximately 15-20 minutes). These may occur frequently and may be unannounced. The purpose of the classroom walkthrough is to provide targeted evidence-based feedback of the instructional environment in the classroom including areas such as lesson objectives, planning, instructional strategies, student engagement, differentiation, and assessment practices. Informal Observations may be general in nature or focused on observing a specific aspect of teacher performance.

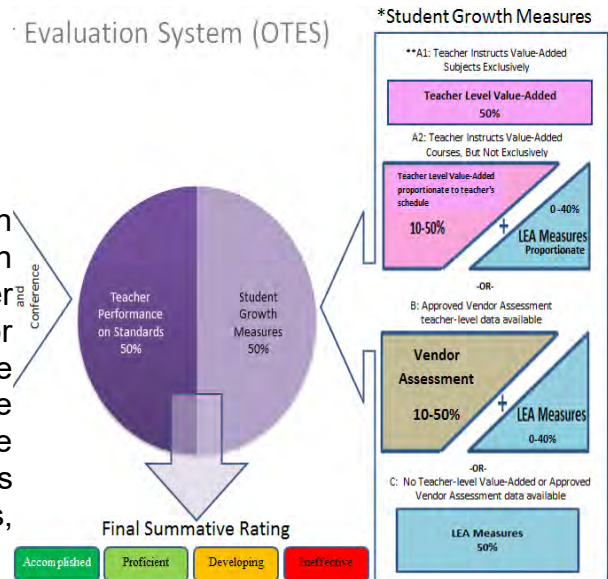
Informal Observation will be documented using the district-developed informal observation form. Teachers may request a face-to-face meeting at any time following the informal observation report. This conference should typically occur within seven (7) school days of the informal observation report and no more than ten (10) school days following the informal observation report. An exception to this deadline will be available in cases where the teacher or evaluator are absent due to documented leave, then the ten (10) school day requirement shall be extended by the number of approved leave days.

Informal observations will not occur on the day preceding the district-approved Thanksgiving, Winter, or Spring Break periods, or on school days between the formal classroom observation and the associated post conference.

B. STUDENT GROWTH MEASURES

Assessment of Student Growth

Student growth measures (defined as the change in student achievement between two or more points in time account for fifty percent (50%) of the teacher evaluation. In calculating student academic growth for an evaluation, a student shall not be included if the student has 45 or more unexcused absences for the school year. The student growth component will be comprised of a combination of two or more measures of Value-Added scores, Vendor-created assessments, and or LEA determined student growth measures.



TEACHER PLACEMENT FOR STUDENT GROWTH

The various measures that may be included to account for the teacher's Student Growth Measures are allocated as follows:

PCLS Student Growth Measures (SGM) Allocations

Educator Category	Value-Added %	Vendor Assessment %	LEA Measures SLOs* %	LEA Measures Shared Attribution %	Total = 50%
A1: Value-Added	50	N/A	0	0	50
A2: Value-Added	Schedule <30% VA VA = 10 Schedule 30-69% VA VA = 15 Schedule > 69% VA = 20	N/A	30-40 (Proportional to schedule See Value-Added Column)	0	50
B: ODE-Approved Vendor Assessment	N/A	10	40	0	50
C: LEA Measures	N/A	N/A	50	0	50

NOTE₁: All SLO and LEA Vendor Assessment scores must be weighted equally. Within the LEA Measures category, Shared Attribution can be weighted separately and not the same as the SLO's.

NOTE₂: There can be no more than five unique LEA Vendor Assessments or SLO's.

NOTE₃: Determinations of annual allocations will be made by the legislature and collectively bargained by the administration and member representative as permissible.

EVALUATION PROCESS

- 1) Evaluators enter ratings for each measure: teacher performance (as below), each student growth measure (from 1-to-5) into the electronic Teacher and Principal Evaluation System (eTPES)
- 2) eTPES assigns the point value that corresponds to the ratings from each component:
 - Student growth. This component may entail multiple measures (Value-Added scores, approved vendor assessments or student learning objectives) each with its own 1-to-5 rating. A most effective (5) rating results in 600 points; above average (4), 400 points; average (3), 300 points; approaching average (2), 200 points; and below average (1), 0 points.
 - Teacher performance. A rating of accomplished (4) results in 600 points; skilled (3), 400 points; developing (2), 200 points; and ineffective (1), 0 points.
- 3) eTPES multiplies the points for each measure by the appropriate weight or percentage. A point

value for each individual component (each student growth measure and the teacher performance rating) is calculated by eTPES based on the following formula:

$$\text{Rating points}^* \times \text{subcomponent weight}^{**} / \# \text{ of ratings within subcomponent}$$

*see #2 above

**see PCLS Student Growth Allocation Chart. The weight of the teacher performance rating is 50%

- 4) eTPES totals the points for each individual component. The teacher's final summative rating is determined by the final total score as follows:

Total Points	Final Summative Rating
500-600	Accomplished
300-499	Skilled
100-299	Developing
0-99	Ineffective

OTHER CERTIFIED/LICENSED PROFESSIONAL

EVALUATION PROCEDURES

DEFINITION OF OTHER CERTIFIED/LICENSED PROFESSIONAL

Any person who spends less than fifty percent of the time providing student instruction and who is employed under:

- a license issued under Chapter 3319, or
- a professional of permanent certificate issued under former Section 3319.222 will be evaluated using the evaluation instruments found in Appendix [XX]. The employee classifications will typically include:
 - School Psychologist
 - Curriculum Specialist
 - School Nurse
 - Speech/Language Pathologists
 - Other such employees that may meet this definition

Professional Growth Plan

Professional Growth Plan helps the employee focus on areas of professional development that will enable him/her to improve their practice. These professional staff are accountable for the implementation and completion of their plan and may use the plan as a starting point for the school year. The Professional Growth plan is intended to be one academic year in duration and may support the goals of the Individual Professional Development Plan - IPDP. The Professional Growth Plan is not intended to replace the IPDP. The Professional Growth plan and process includes feedback from the evaluator and the support needed to further the member's continuous growth and development. Professional development should be individualized to the needs of the

member and students, and specifically relate to the employee's areas for growth as identified in the employee's evaluation. The evaluator should recommend professional development opportunities and support the employee by providing available resources to accomplish the plan. The growth plan should be reflective of the data available and include:

- Identification of area(s) for future professional growth;
- Specific resources and opportunities to assist the employee in enhancing skills, knowledge and practice;
- Outcomes that will enable the employee to increase student learning and achievement.

Improvement Plan

Improvement Plans are developed for an employee by the evaluator in response to ineffective ratings in performance. The improvement Plan is intended to identify specific areas for improvement of performance and for identifying guidance and support needed to help the employee improve. A plan of improvement may be initiated at any time during the evaluation cycle by the evaluator based on deficiencies in performance as documented by evidence collected by the evaluator. When an improvement plan is initiated by the administrator, it is the responsibility of the administrator to:

- Identify, in writing, the specific area(s) for improvement;
- Specify, in writing, the desired level of performance that is expected to improve and a reasonable period of time to correct the deficiencies;
- Develop and implement a written plan for improvement that will be initiated immediately and includes resources and assistance available;
- Determine additional educational or professional development needed to improve in the identified area(s);
- Gather evidence of progress or lack of progress.

A reassessment of the employee's performance shall be completed in accordance with the written plan (multiple opportunities for observation of performance). Upon reassessment of the employee's performance, if improvement has been documented at an acceptable level of performance, the regular evaluation cycle will resume. If the employee's performance continues to remain at an ineffective level, the supervising administrator may reinstate the improvement plan with additional recommendations for improvement or take the necessary steps to recommend dismissal.

Evaluation STEP 1: Complete Professional Growth Plan or Improvement Plan DEADLINE: September 30th

The employee will complete a Professional Growth Plan for Other Certified Professionals. Employees will complete the plan in collaboration with the assigned evaluator.

Employees with Ineffective performance ratings on the previous evaluation will receive an Improvement Plan for Other Certified Professionals developed by the evaluator.

A conference to review the Professional Growth/Improvement Plan should occur by September 30th. During the conference, the employee and evaluator will discuss the, Professional Growth/Improvement Plan, resources necessary to accomplish the plan, and methods for assessing the effectiveness of the plan.

The Professional Growth Plan will be reviewed at mid-year review conference and through the Final Summative Evaluation. The Improvement Plan will be reviewed as described in the plan with the evaluator completing the Improvement Plan: Evaluation of Plan Form not later than May 1st.

Evaluation STEP 2: Formal Observations

Observations provide important evidence when assessing a member’s performance and effectiveness. As an evaluator observes an employee engaging in the responsibilities of their professional practice, valuable experience may be collected on multiple levels. As part of the formal observation process, on-going communication and collaboration between evaluator and employee helps to foster a productive professional relationship that is supportive and leads to an employee’s professional growth and development. Based upon researched best practices, the formal observation process consists of an observation, and post-conference.

Evaluations may be conducted annually, every two years, or every three years and may require 2 or 3 observations depending on specific circumstances:

Contract Type	Rating on Last Evaluation	Evaluation Schedule	Frequency of Observation
Continuing	Advanced	1 every 3 years	2
	Proficient	1 every 2 years	2
	Developing or Ineffective	Annually	2
One-year or final year of extended limited contract	Advanced, Proficient, Developing, or Ineffective	Annually	3*

*Two observations must be completed prior to January 30. The Superintendent may waive the third observation

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

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

Evaluation STEP 3A Planning and Observation of Professional Practice.

The employee and evaluator will establish a date and time for the formal observation to occur. Every effort should be made to conduct the formal observation on the scheduled date. In such cases of extenuating circumstances the employee and evaluator may revise this scheduled date and time as needed if the formal observation is not conducted as originally planned.

Evaluation STEP 3B Formal Observation: Gathering Evidence of Professional Performance

Employees will participate in a minimum of two formal observations (one per semester). A formal observation consists of the viewing of a professional activity. The observation should be conducted for a minimum of 30 minutes or the conclusion of the specific activity. During the observation, the evaluator documents specific information related to professional practice. Each formal observation will be analyzed by the evaluator using the observation forms specific to job assignment. A narrative will then be completed by the evaluator to document each formal observation. The results of each formal observation are reviewed with the member during the post-observation conference.

Evaluation STEP 3C Post-Conference: Reflection, Reinforcement, and Refinement

The purpose of the post-observation conference is to provide reflection and feedback on the observed activity and to identify strategies and resources for the employee to incorporate into their practice to increase effectiveness. Following the activity, the employee reflects on how the professional responsibilities were met. Professional conversations between the evaluator and the employee during the post-conference will provide the feedback on the observed activity, and may identify additional strategies and resources.

In general, the discussion between the evaluator and the professional needs to focus on how successful the activity was (reinforcement), and areas needing further support (refinement). Employees may bring additional evidence that supports the activity observed to share with the evaluator at the conference. The evaluator may consider these as evidence to support the employee's performance.

The post-conference should be typically occur within seven (7) calendar days of the formal observation. The employee and evaluator will set a time for the post-conference to take place, and revise this scheduled date and time as needed if the post-conference is not conducted as originally planned. Any such extension will be noted on the Other Certified Professionals Observation Form.

Evaluation STEP 4 Final Summative Rating DEADLINE: May 1st

The employee's final summative evaluation will be based upon a holistic rating using evidence gathered through formal observations, Informal Observations, Mid-year review, and progress on Professional Growth/Improvement Plan. Employees will be rated in one of four categories: Advanced, Proficient, Developing, or Ineffective.

The employee and evaluator will set a time for the Final Summative Evaluation Conference to take place, and revise this scheduled date and time as needed if the Final Summative Evaluation Conference is not conducted as originally planned. The Final Summative Evaluation Review Conference shall be completed by May 1st and written report shall be completed and documented not later than May 10th of each year.

TEACHER RETESTING AND PROFESSIONAL DEVELOPMENT

Each year, each classroom teacher who is currently teaching in a core subject area and has received a rating of *Ineffective* on the evaluations for two of the three most recent school years is required to register for and take all written examinations of content knowledge selected by the Department of Education as appropriate to determine expertise to teach that core subject area and the grade level to which the teacher is assigned.

- If a teacher passes an examination and provides proof of that passage to the teacher's employer, the employer shall require the teacher, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations.
- If the teacher receives a rating of *Ineffective* on the teacher's next evaluation after completion of the professional development, or the teacher fails to complete the professional development, it shall be grounds for termination of the teacher under section 3319.16 of the Revised Code.
- If a teacher who takes an examination, passed that examination, and provides proof of that passage to the teacher's employer, the teacher shall not be required to take the examination again for three years, regardless of the teacher's evaluation ratings or the Performance Index score ranking of the building in which the teacher teaches.
- No teacher shall be responsible for the cost of taking an examination under this section.

The board of education may use the results of a teacher's examinations in developing and revising professional development plans and in deciding whether or not to continue employing the teacher. However, no decision to terminate or not to renew a teacher's employment contract shall be made solely on the basis of the results of a teacher's examination under this section until and unless the teacher has not attained a passing score on the same required examination for at least three consecutive administrations of that examination.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation procedure to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e. retention, promotion of teachers, renewal of contracts, and the removal/non-renewal of poorly performing teachers.

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Painesville City Teachers' Association.

PAINESVILLE CITY LOCAL SCHOOLS
SCHOOL PSYCHOLOGIST OBSERVATION

Name _____ Date _____

Activity _____ Time: From _____ To _____

Observation should be thirty (30) minutes or longer. Any area/item that is not applicable or not observed should be left blank.

Code: (I) Ineffective (D) Developing (P) Proficient (A) Advanced				
PARTICIPATION/FACILITATION OF MEETINGS	I	D	P	A
1. Leads meetings successfully				
2. Functions as part of a team				
3. Contributes useful information				
4. Listens to and solicits information from others				
Comments:				

CONDUCTS EVALUATIONS	I	D	P	A
1. Knows the needed components of different types of evaluations				
2. Chooses appropriate assessments				
3. Interprets test data accurately				
4. Applies test data to school issues				
5. Writes up data in a usable and comprehensible manner				
Comments:				

COLLABORATION	I	D	P	A
1. Works well with all staff including classified, certified and administrative people				
2. Accesses and interacts with outside personnel (i.e. pediatricians, counseling agencies, Human Services)				

Comments:	
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KNOWLEDGE BASE	I	D	P	A
1. Special education law				
2. Intervention				
3. Outside resources				
Comments:				

HUMAN RELATIONS	I	D	P	A
1. Is sensitive to needs of others				
2. Adjusts to change				
3. Communicates clearly with appropriate speech and language				
4. Expects and encourages all students to achieve their full potential				
Comments:				

While not necessarily observable during the thirty (30) minute observation, the following are also criteria for effective school psychologists.

PROFESSIONALISM	I	D	P	A
1. Engages in continuous, purposeful professional development				
2. Demonstrates awareness of relevant aspects of students' background and experiences				
3. Builds professional relationships with colleagues to share insights and to coordinate activities				
4. Communicates with parents or guardians about students				
5. Collaborates effectively with other teachers, administrators, and school and district staff				
6. Supports school/district rules, regulations and policies				
7. Completes duties promptly and accurately				
8. Maintains accurate records				

Comments:

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AREA(S) OF REINFORCEMENT (RELATIVE STRENGTH):

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AREA(S) OF REFINEMENT (RELATIVE WEAKNESS):

--

RECOMMENDATIONS FOR IMPROVEMENT:

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The evaluator and/or school psychologist may attach comments to this form if deemed necessary.

Observer's Signature _____ Date _____

Psychologist's Signature _____ Date _____

The signatures indicate that the information has been read, but do not necessarily indicate agreement with the content.

PAINESVILLE CITY LOCAL SCHOOLS

SUMMATIVE EVALUATION – SCHOOL PSYCHOLOGISTS

Psychologist _____ School _____

Evaluator _____ School Year _____

Code: I = Ineffective D = Developing P = Proficient A = Advanced

	I	D	P	A
1. Participation/Facilitation of Meetings				
2. Conducts Evaluations				
3. Collaboration				
4. Knowledge Base				
5. Human Relations				
6. Teacher Professionalism				
Overall Summative Rating				

Summary Comments:
(Use separate sheet if more space is needed.)

Evaluator's Signature _____ Date _____

Psychologist's Signature _____ Date _____

The signatures indicate that the information has been read, but do not necessarily indicate agreement with the contents.

PAINESVILLE CITY LOCAL SCHOOLS
CURRICULUM SPECIALIST/INSTRUCTIONAL COACH OBSERVATION

Name _____ Date _____

Activity _____ Time: From _____ To _____

Code: (I) Ineffective (D) Developing (P) Proficient (A) Advanced (NO) Not Observed					
PLANNING AND CONTENT KNOWLEDGE	I	D	P	A	NO
1. Demonstrates knowledge of current trends in specialty area and professional development					
2. Demonstrates knowledge of the district's program and levels of teacher skill in delivering that program					
3. Establishes appropriate goals for the instructional program					
4. Demonstrates knowledge of resources both within and beyond the district					
5. Plans the instructional support program, integrated with the overall district program					
6. Appropriately evaluates the instructional program					
Comments:					

ENVIRONMENT	I	D	P	A	NO
1. Creates an environment of respect and rapport					
2. Establishes culture for ongoing instructional improvement					
3. Establishes lines of communication with administrators to keep them apprised of district/school programs					
4. Establishes lines of regular for teachers to gain access to instructional support					
5. Establishes and maintains norms for behavior in professional interactions					
6. Organizes physical space for workshops or training					
Comments:					

DELIVERY OF SERVICE	I	D	P	A	NO
1. Collaborates with teachers in the design and implementation of instructional programs/units/lessons					
2. Engages teachers in learning new instructional skills					
3. Shares expertise with staff through a variety of means					
4. Locates resources to support instructional improvement					
5. Demonstrates flexibility & responsiveness					
Comments:					

PROFESSIONALISM	I	D	P	A	NO
1. Is sensitive to needs of others					
2. Communicates clearly with appropriate speech and language					
3. Expects and encourages all students to achieve their full potential					
4. Demonstrates awareness of relevant aspects of students' background and experiences					
5. Supports school/district rules, regulations and policies					
6. Maintains accurate records					
Comments:					

AREA(S) OF REINFORCEMENT (RELATIVE STRENGTH):

AREA(S) OF REFINEMENT (RELATIVE WEAKNESS):

RECOMMENDATIONS FOR IMPROVEMENT:

The evaluator and/or school counselor may attach comments to this form if deemed necessary.

Observer's Signature _____

Date _____

Specialist/Coach's Signature _____

Date _____

The signatures indicate that the information has been read, but do not necessarily indicate agreement with the content.

PAINESVILLE CITY LOCAL SCHOOLS

SUMMATIVE EVALUATION – CURRICULUM SPECIALIST/INSTRUCTIONAL COACH

Specialist/Coach _____ School _____

Evaluator _____ School Year _____

Code: I = Ineffective D = Developing P = Proficient A = Advanced

	I	D	P	A
1. Planning and Content Knowledge				
2. Environment				
3. Delivery of Services				
4. Professionalism				
Overall Summative Rating				

Summary Comments:

(Use separate sheet if more space is needed.)

Evaluator's Signature _____

Date _____

Specialist/Coach's Signature _____

Date _____

The signatures indicate that the information has been read, but do not necessarily indicate agreement with the contents.

PAINESVILLE CITY LOCAL SCHOOLS
SCHOOL NURSE OBSERVATION

Name _____

Date _____

Activity _____

Time: From _____ To _____

Code: (I) Ineffective (D) Developing (P) Proficient (A) Advanced (NO) Not Observed					
PLANNING AND CONTENT KNOWLEDGE	I	D	P	A	NO
1. Demonstrates knowledge of child and adolescent development					
2. Demonstrates knowledge of government, community, and district regulations and resources					
Comments:					

ENVIRONMENT	I	D	P	A	NO
1. Creates an environment of respect and rapport					
2. Follows health protocols and procedures					
3. Organizes physical space					
Comments:					

DELIVERY OF SERVICE	I	D	P	A	NO
1. Assesses student needs					
2. Administers medications to students					
3. Manages emergency situations					
4. Demonstrates flexibility & responsiveness					
Comments:					

PROFESSIONALISM	I	D	P	A	NO
1. Is sensitive to needs of others					
2. Communicates clearly with appropriate speech and language					
3. Demonstrates awareness of relevant aspects of students' background and experiences					
4. Communicates with parents or guardians as needed					
5. Supports school/district rules, regulations and policies					
Comments:					

AREA(S) OF REINFORCEMENT (RELATIVE STRENGTH):

AREA(S) OF REFINEMENT (RELATIVE WEAKNESS):

RECOMMENDATIONS FOR IMPROVEMENT:

The evaluator and/or school counselor may attach comments to this form if deemed necessary.

Observer's Signature _____

Date _____

Nurse's Signature _____

Date _____

The signatures indicate that the information has been read, but do not necessarily indicate agreement with the content.

PAINESVILLE CITY LOCAL SCHOOLS

SUMMATIVE EVALUATION – SCHOOL NURSE

Nurse _____

School _____

Evaluator _____

School Year _____

Code: I = Ineffective D = Developing P = Proficient A = Advanced

	I	D	P	A
1. Planning and Content Knowledge				
2. Environment				
3. Delivery of Services				
4. Professionalism				
Overall Summative Rating				

Summary Comments:

(Use separate sheet if more space is needed.)

Evaluator's Signature _____

Date _____

Nurse's Signature _____

Date _____

The signatures indicate that the information has been read, but do not necessarily indicate agreement with the contents.

PAINESVILLE CITY LOCAL SCHOOLS
SPEECH/LANGUAGE PATHOLOGIST OBSERVATION

Name _____ Date _____

Activity _____ Time: From ____ To ____

Observation/conference should be thirty (30) minutes or longer.

Code: (I) Ineffective (D) Developing (P) Proficient (A) Advanced (NO) Not Observed					
PLANNING CONTENT KNOWLEDGE	I	D	P	A	NO
1. Demonstrates knowledge & skill in speech/language pathology					
2. Establishes goals for program appropriate to setting & students					
3. Demonstrates knowledge of district, state & federal regulations					
4. Demonstrates knowledge of resources, both within the school, district and community					
5. IEP goals integrate with the regular school curriculum to meet individual student needs					
Comments:					

ENVIRONMENT	I	D	P	A	NO
1. Establishes rapport with students within the delivery of service					
2. Organizes time effectively and efficiently					
3. Establishes and maintains contact for therapy sessions					
4. Organizes physical space for testing & providing therapy					
Comments:					

DELIVERY OF SERVICE	I	D	P	A	NO
1. Evaluates student's communication needs using objective data					
2. Develops & implements plans to maximize student success using a continuum of intervention strategies					
3. Communicates with families via quarterly reports, parent conferences and IEP's					
4. Build professional relationships with colleagues to coordinate activities, interventions & assistance about students as needed					
5. Demonstrates flexibility & responsiveness					
6. Coordinates, supervises and/or conducts screenings					
Comments:					

PROFESSIONALISM	I	D	P	A	NO
1. Is sensitive to needs of others.					
2. Demonstrates awareness of relevant aspects of students' background and experiences.					
3. Communicates clearly with appropriate speech and language.					
4. Expects and encourages all students to achieve their full potential.					
5. Collaborates effectively with other teachers, administrators, and school and district staff					
6. Supports school/district rules, regulations and policies					
7. Maintains accurate records					
Comments:					

AREA(S) OF REINFORCEMENT (RELATIVE STRENGTH):

AREA(S) OF REFINEMENT (RELATIVE WEAKNESS):

RECOMMENDATIONS FOR IMPROVEMENT:

The evaluator and/or speech/language pathologist may attach comments to this form if deemed necessary.

Observer's Signature _____ Date _____

SLP Signature _____ Date _____

The signatures indicate that the information has been read, but do not necessarily indicate agreement with the content.

PAINESVILLE CITY LOCAL SCHOOLS

SUMMATIVE EVALUATION – SPEECH/LANGUAGE PATHOLOGIST

SLP _____

School _____

Evaluator _____

School Year _____

Code: I = Ineffective D = Developing P = Proficient A = Advanced

	I	D	P	A
1. Planning and Content Knowledge				
2. Environment				
3. Delivery of Services				
4. Professionalism				
Overall Summative Rating				

Summary Comments:

(Use separate sheet if more space is needed.)

Evaluator's Signature _____

Date _____

SLP's Signature _____

Date _____

The signatures indicate that the information has been read, but do not necessarily indicate agreement with the contents.

Improvement Plan: Evaluation of Plan

Member Name: _____

Assignment: _____

School year: _____

Building: _____

Date of Evaluation: _____

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

- Improvement is demonstrated and performance standards are met to a satisfactory level of performance*
- The Improvement Plan should continue for time specified:
- Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.

Member's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

Informal Observation Form

Teacher Name: _____

Grade(s)/Subject Area(s): _____ Date: _____

Evaluator Name: _____

Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

Directions: This form serves as a record of an informal walkthrough by the teacher’s evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS			
TEACHER	Evaluator		
TIME/PERIOD	Beginning	Middle	End
Developmentally Appropriate Instruction			
<input type="checkbox"/> Whole class presentation limited to appropriate duration before processing opportunity or activity change (K-2: 5-8 min, 3-5: 8-12 min, 6-12: 12-15 min)			
<input type="checkbox"/> Opportunity for peer interaction is provided	<input type="checkbox"/> Activity is student guided (choice)	<input type="checkbox"/> Hands-on materials/manipulatives are aligned to instructional purpose	
Formative Instructional Practices			
<input type="checkbox"/> Evidence of purposeful checks for understanding to guide instruction			
<input type="checkbox"/> Learning targets/objectives are clearly communicated to students	<input type="checkbox"/> Teacher provides students with timely and responsive feedback		
Language Support			
<input type="checkbox"/> Activities integrate language skills (reading, writing, listening, and speaking)	<input type="checkbox"/> Language objectives are communicated and posted		
<input type="checkbox"/> Key vocabulary is emphasized	<input type="checkbox"/> Sufficient wait time is provided for student responses		
Content, Delivery, and Management			
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Differentiated interventions/supports are provided in the classroom		
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Questioning seeks higher-order thinking	<input type="checkbox"/> Instructional time is used effectively	
<input type="checkbox"/> Teacher connects lesson to real-life applications, prior knowledge and/or background experiences.	<input type="checkbox"/> Questioning techniques provide individual accountability for thinking/processing		
Writing Observed			N/A <input type="checkbox"/>
<input type="checkbox"/> Prewriting	<input type="checkbox"/> Drafting	<input type="checkbox"/> Revising	
Elements of Balanced Literacy Observed (K-5 LA)			N/A <input type="checkbox"/>
<input type="checkbox"/> Individual/Small Group Conferencing	<input type="checkbox"/> Independent Reading	<input type="checkbox"/> Shared Reading	<input type="checkbox"/> Word Study
Evaluator Summary Comments/Recommendations for Reinforcement and Refinement:			
Evaluator Signature: _____			<input type="checkbox"/> Photocopy to Teacher

Professional Growth Plan

As a result of the evaluation process, professionals and evaluators should focus on accelerating and continuing growth through professional development. Professional development should be individualized to the needs of the staff member, and specifically relate to his/her areas of refinement as identified in the member's evaluation. The evaluator should recommend professional development opportunities, and support the member by providing resources (e.g., time, financial).

Professional Member Name

Evaluator Name

<u>Annual Focus</u> These are addressed by the evaluator as appropriate for this professional staff member.	<u>Date</u> Record dates when discussed	<u>Areas for Professional Growth</u> supports needed, resources, professional development Comments during conference with member and evaluator are made appropriate to the needs of the member.
<u>Goal 1 (Based on Student Outcomes):</u> Goal Statement: Evidence Indicators:		
<u>Goal 2 (Based on Personal Professional Growth):</u> Goal Statement: Evidence Indicators:		

Evaluator Signature

Date

Member Signature

Date

The signatures above verify that the professional member and evaluator have discussed and agreed upon this Professional Growth Plan.

Improvement Plan

Member
Name: _____

Assignment: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when a professional member receives an overall rating of "developing" or "ineffective" on his or her most recent evaluation. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement - List specific areas for improvement as related to the *Professional Member Observation*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

Section 2: Desired Level of Performance - List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

Improvement Plan (continued)**Section 3: Specific Plan of Action**

Describe in detail specific plans of action that must be taken by the professional member to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

--

Date for this Improvement Plan to Be Evaluated: _____

Member's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

Improvement Plan: Evaluation of PlanMember
Name: _____

Assignment: _____

School
year: _____Buildi
ng: _____Date of
Evaluation: _____

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken:

- Improvement is demonstrated and performance standards are met to a satisfactory level of performance.*
- The Improvement Plan should continue for time specified:
- Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.

Member's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

GRIEVANCE FORM

STEP _____ DATE _____

GRIEVANT _____ SCHOOL _____

STATEMENT OF GRIEVANCE: (Relate this to Section A of the Grievance Procedure)

BASIS OF GRIEVANCE: (State the activities, actions, and dates that are the basis for the grievance)

ACTION REQUESTED:

Signature of Grievant

OUT-OF-POCKET REIMBURSEMENT FOR CLASSROOM MATERIALS
TEACHER'S REIMBURSEMENT FORM

NAME _____
School Year _____
School Building _____

Treasurer's Office Use Only	
Vendor Number	
PO Number	
Acct. Code	

Per negotiated agreement, each certificated staff member will be reimbursed for out-of-pocket expenses up to two hundred dollars (\$200.00) each year for classroom materials. Reimbursements will be made no more than two times per year (upon submission of original receipts attached to this form). Submit this form and two (2) xerox copies to your building principal by December 2 for July 1 through November 30 receipts and May 1 for December 1 through April 30 receipts.

Please list each receipt attached:

AMOUNT AVAILABLE FOR REIMBURSEMENT		\$
VENDOR	DESCRIPTION OF ITEMS	COST
TOTAL		\$

Attached receipts (originals only) in listed order. Do not include sales tax. Dates of receipts must be between July 1 and April 30 of the current school year. Reimbursements will be made no more than two times per year and cannot exceed \$200 or allocated amount. Items are to be consumable instructional supplies and materials only--DOES NOT INCLUDE EQUIPMENT. Items become the property of the Painesville City Local School District and cannot be transferred to another location without permission of the Superintendent or designee. All receipts must be originals (not xerox) and must include the name of the vendor, the date of the sale, the description of the item(s) purchased, the individual and total item prices.

Signature of Staff Member Applying for Reimbursement

Date

Principal's Approval

Date

Please allow 15 working days for processing. Xerox this form as needed.
Original - Treasurer's Office with receipts
Copy - Teacher
Copy - Principal

LAKE COUNTY
TEACHER'S PROFESSIONAL RECORD UPDATE

APPENDIX G

School Year _____

School Name _____

School Address _____

Name _____ Social Security # _____
 Last First Middle

Home Address _____ Telephone _____

PLEASE COMPLETE ALL BLANKS

PRESENT TEACHING SERVICE

District	Name of School	Grades/Subjects Taught

Instructions: Graduate and Undergraduate Study - **Update from your previous year's Professional Record**

ADDITIONAL GRADUATE STUDY

Name of College or University	Location (City, County and State)	Dates of Study	Date of Degree	Degree	Semester Hours of Graduate Credit

TOTAL ADDITIONAL HOURS _____

**ADDITIONAL UNDERGRADUATE STUDY - Summer, Extension & Correspondence
(not included above)**

Name of College or University	Location (City, County and State)	Dates of Study	Term in Weeks	Sem. Hrs. Earned	Names of Courses

TOTAL ADDITIONAL HOURS _____

_____ **I will/have complete(d) requirements to be eligible for a Professional Certificate/License at the completion of the current contract year.**

At the present time I have (circle one)	A - Diploma	B - Bachelor's	C - Master's	D - Doctorate	E - Educational Specialist
---	-------------	----------------	--------------	---------------	----------------------------

REQUEST FOR SABBATICAL LEAVE FORM

Name _____

Number of years of service in the District _____ years

Date of requested leave From _____

To _____

Assignment (Position) prior to leave _____

Teaching Certification _____

Date

Signature of Employee

ADMINISTRATIVE ACTION

Approved _____

Disapproved _____

Date

Superintendent

LEAVE OF ABSENCE FORM

A leave of absence without pay and without Board paid fringe benefits may be granted by the Board of Education upon the recommendation of the Superintendent. Only employees who have served three (3) or more years with Painesville City Local Schools are eligible to request any such leave of absence. This leave of absence will be limited to one (1) calendar year with a second year considered under special circumstances.

Employee's Name

Date: _____

School

I hereby request a leave of absence without pay from _____
to _____.

Reason for unpaid leave: _____

Principal's Signature

Date

Employee's Signature

Approved

Disapproved

Superintendent's Signature

Date

Copy: Treasurer
Employee
File

This form must be completed within 24 hours of injury. If claimant is unable to do so, then Supervisor or Administrator must complete the form.

**PAINESVILLE CITY LOCAL SCHOOL DISTRICT
INITIAL INJURY REPORT**

Name _____ Social Security No. _____

Date of injury _____ Date reported to and whom _____

Age _____ Sex _____ Position _____ Bldg. _____

Where did injury occur? _____

Describe injury in detail _____

What caused injury? _____

Was first aid required? _____

Was hospital/doctor treatment required? _____

Will injury cause loss of time? _____ For how long? _____

When is employee expected to return to work? _____

Name of provider giving initial treatment _____

Name(s) of any witnesses _____

What has been done to prevent a recurrence? _____

CLAIMANT'S VERIFICATION: I, the undersigned, do hereby verify that the above information is a true account of my work-related injury, which occurred on _____ (date).

Signature Date

SUPERVISOR'S CERTIFICATION (OR ADMINISTRATOR): I certify that the above claim occurred as reported and I was notified immediately.

Signature Date

Superintendent's Signature/Date Treasurer's Signature/Date

PROFESSIONAL VISIT REQUEST FORM

APPENDIX K

MUST BE SUBMITTED AT LEAST TWO WEEKS PRIOR TO DATE OF PROFESSIONAL VISIT

Press firmly with ballpoint pen

NAME: _____ SCHOOL: _____

I wish to attend the following:

MEETING: _____ DATES: _____

LOCATION: _____ CITY: _____ STATE: _____

SUBSTITUTE NEEDED:

_____ AM

_____ PM

_____ FULL DAY

_____ NONE

EXPENSES
(Paid directly by the Board via check or using Board issued credit card)

Registration Cost *(Please attach original, completed registration form.)* \$ _____

Accommodations # of nights _____ x rate \$ _____
(Use your Board Visa card & obtain a tax exemption certificate from the Treasurer's Office before you go. Receipt must be forwarded to the Treasurer's office upon your return) \$ _____

Transportation: airfare, parking/shuttle \$ _____

Office use only

Regist. Form _____

PO # _____

Mtg. Agenda _____

Hotel: _____

Visa PO# _____

Tax Ex Form _____

Receipt _____

Cert. of Attendance Received _____

REIMBURSABLE EXPENSES
(DO NOT USE BOARD ISSUED CREDIT CARD FOR THESE EXPENSES)

Meals *(per PCTA & DAPSE agreement; see language on back of pink copy)*
Please attach the meeting agenda

Daily Allowance (if meal is not provided) @ \$10.00 x _____ days = \$ _____

Overnight/Multiple Day (if meal is not provided)
Additional Allowance @ \$25.00 x _____ days = \$ _____

Mileage: _____ miles @ _____ ¢ per mile = \$ _____

Expense Reimbursement Form is provided on back of employee copy

TOTAL ESTIMATED COST \$ _____

Principal's Signature _____

Date _____

Assistant Superintendent's Approval _____

Date _____

CODING TO BE COMPLETED BY AUTHORIZING ADMINISTRATOR

CODE	TI	FUND	FUNCTION	OBJECT	SPEC. COST CTR	SUBJECT	OPER. UNIT	INST. LEVEL	JOB

Forward request with attachments to the attention of the Assistant Superintendent.

WHITE—Treasurer

YELLOW—Personnel File

PINK—Employee

PAINESVILLE CITY LOCAL SCHOOLS
EXPENSE REPORT

APPENDIX L

Return completed form to the Treasurer's office

Name: _____ Date: _____

REIMBURSABLE EXPENSES INCURRED

YOU MUST ATTACH A COPY OF THE CERTIFICATE OF ATTENDANCE FOR THIS MEETING IN ORDER TO BE REIMBURSED FOR YOUR EXPENSES

<i>*Only if van is not available</i> MILEAGE _____ miles @ _____ ¢/per mile	\$
MEALS (If not provided) Single day – Lunch @ \$10.00 Overnight/Multiple days – Lunch @ \$10.00, Dinner @ \$25.00	\$
OTHER EXPENSES: <i>(itemize and attach receipts)</i>	\$
GRAND TOTAL EXPENSES	\$

PCTA agreement section 6.1203C and the OAPSE agreement section 6.0705C

Procurement of necessary arrangements shall be the responsibility of the member through procedures consistent with policies of the Board of Education including but not limited to conference registration, overnight accommodations (if necessary) and transportation/parking.

If meals are not provided as part of the meeting, members will receive an allowance of \$10.00 per day. If overnight stay is necessary and meals are not provided as part of the meeting, members will receive an additional \$25.00 per night for a maximum allowance of \$35.00 per day. **Such payments shall be made as a reimbursement directly to the member in the form of after tax compensation.**

ASSAULT LEAVE REQUEST FORM

Employee Assaulted _____ Home Phone _____

Date (of assault) _____ Time _____ a.m. / p.m.

Building _____ Assignment _____

Name(s) of perpetrator(s) _____

Student Parent Other

Witness(es) _____

Incident Location _____

School Official Notified _____ Title _____

Date _____

Incident was also reported to Police Juvenile Authorities Worker's Comp

Briefly describe incident _____

Action taken by School Police Juvenile Authorities

Describe action taken _____

Principal's Signature

Date

Superintendent's Signature

Date

COMPENSATORY TIME SHEET

NAME _____

POSITION _____

BUILDING _____

Building Administrator's Signature

DATE	TIME WORKED (Start/End)	TOTAL

Reason for Comp Time:

Authorized by _____

Date _____

IEP Reimbursement Form

Employee _____ Building _____

	Student Names	Date of IEP
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

	Out of District Students	Date of IEP
1		
2		
3		
4		
5		

Teachers will be reimbursed at \$50.00 per IEP over twelve (12). Teachers will be reimbursed \$50.00 per IEP written for a student out of the district.

Teacher Signature _____ Date _____

Director of Special Education _____ Date _____

TEACHER NAME _____

BUILDING _____

DEPARTMENTALIZED CLASSROOMS

OF STUDENTS _____

OF CLASSES/PERIODS _____

To be completed by Principal:

TOTAL _____

AVERAGE TOTAL _____

Principal Signature _____

HIGH SCHOOL AND MIDDLE SCHOOL ONLY

OF SECTIONS _____

FOR EACH SECTION, INSERT THE NUMBER OF STUDENTS:

SECTION	STUDENTS
---------	----------

_____	_____
-------	-------

_____	_____
-------	-------

_____	_____
-------	-------

_____	_____
-------	-------

_____	_____
-------	-------

_____	_____
-------	-------

Average _____

Principal Signature _____

ACCOUNTING FORM FOR AFTER SCHOOL* ETR, 504 OR IEP MEETING ATTENDANCE

- Members can accrue up to 3.5 hours of professional development time that will be applied to the semester work day
- Members can use technology, such as phone conferencing or videoconferencing, to participate in these meetings unless their presence is required by an administrator
- Only meeting time occurring outside of the PCTA member’s work day may be credited toward the semester work day.
- *Any meetings taking place during a member’s lunch time will be credited toward the semester work day.

NAME:

Meeting Type (check one)			Date	Start Time	End Time	Total Time	Approving Administrator
ETR	504	IEP					

PRINCIPAL: _____

PRINCIPAL will submit hours to BOE and track within the building as well. Once completed, please forward to Office of Human Resources.

**Painesville City Local School District
Insurance Benefits**

APPENDIX R



**Lake County Schools Council
SuperMed Plus
Plan 1**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Federal law – age 26; State law – age 28 (surcharge assessed)	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$500 / \$1,000	\$1,000 / \$2,000
Coinsurance	80%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$2,000 / \$4,000	\$4,000 / \$8,000
Physician/Office Services		
Office Visit (Illness/Injury)	80% after deductible	60% after deductible
Urgent Care Office Visit	80% after deductible	60% after deductible
<i>Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine HPV, Influenza, VSV, Hepatitis B, MMR and Pneumococcal Polysaccharide are covered services)</i>	<i>80% after deductible</i>	<i>60% after deductible</i>
Routine Services		
Routine Physical Exam (Ages nine and over, one per benefit period)	100%	50%
Well Child Care Services including Exam and Immunizations (To age one, limited to a \$1,000 maximum; Ages one to nine, limited to a \$300 maximum per birth year)	100%	50%
Well Child Care Laboratory Tests (To age nine)	100%	50%
Routine Mammogram (One per benefit period)	100%	50%
Routine Pap Test (One per benefit period)	100%	50%
Routine Exam associated with Pap Test (Ages nine and over, one per benefit period)	100%	50%
Routine Prostate Specific Antigen (PSA)	100%	50%
Routine Endoscopies (Ages nine and over)	100%	50%
Routine Labs, X-Rays & Medical Tests (Ages nine and over)	100%	50%
Outpatient Services		
Surgical Services	80% after deductible	60% after deductible
Diagnostic Services	80% after deductible	60% after deductible
Physical and Occupational Therapy - Facility and Professional (40 visits per benefit period)	80% after deductible	60% after deductible
Chiropractic Therapy – Professional Only	80% after deductible	60% after deductible

(12 visits per benefit period)		
Speech Therapy – Facility and Professional (20 visits per benefit period)	80% after deductible	60% after deductible
Cardiac Rehabilitation	80% after deductible	60% after deductible
Emergency use of an Emergency Room ²	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room ³	\$75 copay, then 80%	60% after deductible
Inpatient Facility		
Semi-Private Room and Board	80% after deductible	60% after deductible
Maternity	80% after deductible	60% after deductible
Skilled Nursing Facility (100 days per benefit period)	80% after deductible	60% after deductible
Organ Transplants	80% after deductible	60% after deductible
Additional Services		
Allergy Testing and Treatments	80% after deductible	60% after deductible
Ambulance	80% after deductible	60% after deductible
Durable Medical Equipment	80% after deductible	60% after deductible
Home Healthcare	80% after deductible	60% after deductible
Hospice	80% after deductible	60% after deductible
Private Duty Nursing	80% after deductible	60% after deductible
Mental Health and Substance Abuse - Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		
PRESCRIPTION DRUGS		
Retail Copay (30 Day Supply)		
Generic	\$10.00	
Preferred Brand	\$30.00	
Non-Preferred Brand	\$50.00	
Mail Order Copay (90 Day Supply)		
Generic	\$20.00	
Preferred Brand	\$60.00	
Non-Preferred Brand	\$100.00	

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

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

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

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

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

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

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



**Lake County Schools Council
SuperMed Plus
Plan 2**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Federal law – age 26; State law – age 28 (surcharge assessed)	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$250 / \$500	\$500 / \$1,000
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,000 / \$2,000	\$2,000 / \$4,000
Physician/Office Services		
Office Visit (Illness/Injury)	90% after deductible	70% after deductible
Urgent Care Office Visit	90% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine HPV, Influenza, VSV, Hepatitis B, MMR and Pneumococcal Polysaccharide are covered services)	90% after deductible	70% after deductible
Routine Services		
Routine Physical Exam (Ages nine and over, one per benefit period)	100%	50%
Well Child Care Services including Exam and Immunizations (To age one, limited to a \$1,000 maximum; Ages one to nine, limited to a \$300 maximum per birth year)	100%	50%
Well Child Care Laboratory Tests (To age nine)	100%	50%
Routine Mammogram (One per benefit period)	100%	50%
Routine Pap Test (One per benefit period)	100%	50%
Routine Exam associated with Pap Test (Ages nine and over, one per benefit period)	100%	50%
Routine Prostate Specific Antigen (PSA)	100%	50%
Routine Endoscopies (Ages nine and over)	100%	50%
Routine Labs, X-Rays & Medical Tests (Ages nine and over)	100%	50%
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical and Occupational Therapy - Facility and Professional (40 visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room ²	\$50 copay, then 100%	
Non-Emergency use of an Emergency Room ³	\$50 copay, then 90%	70% after deductible

Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse - Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		
PRESCRIPTION DRUGS		
Retail Copay (30 Day Supply)		
Generic	\$10.00	
Preferred Brand	\$25.00	
Non-Preferred Brand	\$40.00	
Mail Order Copay (90 Day Supply)		
Generic	\$20.00	
Preferred Brand	\$50.00	
Non-Preferred Brand	\$80.00	

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

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

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

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

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

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

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



**Lake County Schools Council
SuperMed Plus
Plan 3**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Federal law – age 26; State law – age 28 (surcharge assessed)	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$100 / \$200	\$200 / \$400
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$500 / \$1,000	\$1,000 / \$2,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$15 copay, then 100%	70% after deductible
Urgent Care Office Visit	90% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine HPV, Influenza, VSV, Hepatitis B, MMR and Pneumococcal Polysaccharide are covered services)	90% after deductible	70% after deductible
Routine Services		
Routine Physical Exam (Ages nine and over, one per benefit period)	100%	50%
Well Child Care Services including Exam and Immunizations (To age one, limited to a \$1,000 maximum; Ages one to nine, limited to a \$300 maximum per birth year)	100%	50%
Well Child Care Laboratory Tests (To age nine)	100%	50%
Routine Mammogram (One per benefit period)	100%	50%
Routine Pap Test (One per benefit period)	100%	50%
Routine Exam associated with Pap Test (Ages nine and over, one per benefit period)	100%	50%
Routine Prostate Specific Antigen (PSA)	100%	50%
Routine Endoscopies (Ages nine and over)	100%	50%
Routine Labs, X-Rays & Medical Tests (Ages nine and over)	100%	50%
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical and Occupational Therapy - Facility and Professional (40 visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room ³	\$50 copay, then 100%	
Non-Emergency use of an Emergency Room ⁴	\$50 copay, then 90%	70% after deductible

Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse - Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		
PRESCRIPTION DRUGS		
Retail Copay (30 Day Supply)		
Generic	\$5.00	
Preferred Brand	\$20.00	
Non-Preferred Brand	\$30.00	
Mail Order Copay (90 Day Supply)		
Generic	\$10.00	
Preferred Brand	\$40.00	
Non-Preferred Brand	\$60.00	

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

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

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

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

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

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



**Lake County Schools Council
SuperMed Plus
Minimal Value Plan (BRONZE)**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Federal law – age 26; State law – age 28 (surcharge assessed)	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$6000/\$12,000	\$12,000 / \$24,000
Coinsurance	100%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	N/A	\$14,000 / \$28,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	100% after deductible	70% after deductible
Urgent Care Office Visit	100% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine HPV, Influenza, VSV, Hepatitis B, MMR and Pneumococcal Polysaccharide are covered services)	100%	70% after deductible
Routine Services		
Routine Physical Exam (Ages nine and over, one per benefit period)	100%	50% after deductible
Well Child Care Services including Exam and Immunizations (To age one, limited to a \$1,000 maximum; Ages one to nine, limited to a \$300 maximum per birth year)	100%	50% after deductible
Well Child Care Laboratory Tests (To age nine)	100%	50% after deductible
Routine Mammogram (One per benefit period)	100%	50% after deductible
Routine Pap Test (One per benefit period)	100%	50% after deductible
Routine Exam associated with Pap Test (Ages nine and over, one per benefit period)	100%	50% after deductible
Routine Prostate Specific Antigen (PSA)	100%	50% after deductible
Routine Endoscopies (Ages nine and over)	100%	50% after deductible
Routine Labs, X-Rays & Medical Tests (Ages nine and over)	100%	50% after deductible
Outpatient Services		
Surgical Services	100% after deductible	70% after deductible
Diagnostic Services	100% after deductible	70% after deductible
Physical and Occupational Therapy - Facility and Professional (40 visits per benefit period)	100% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	100% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	100% after deductible	70% after deductible
Cardiac Rehabilitation	100% after deductible	70% after deductible
Emergency use of an Emergency Room ³	100% after deductible	
Non-Emergency use of an Emergency Room ⁴	100% after deductible	70% after deductible

Inpatient Facility		
Semi-Private Room and Board	100% after deductible	70% after deductible
Maternity	100% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	100% after deductible	70% after deductible
Organ Transplants	100% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	100% after deductible	70% after deductible
Ambulance	100% after deductible	70% after deductible
Durable Medical Equipment	100% after deductible	70% after deductible
Home Healthcare	100% after deductible	70% after deductible
Hospice	100% after deductible	70% after deductible
Private Duty Nursing	100% after deductible	70% after deductible
Mental Health and Substance Abuse - Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		
PRESCRIPTION DRUGS		
Retail Copay (30 Day Supply)		
Generic	100% after deductible	
Preferred Brand	100% after deductible	
Non-Preferred Brand	100% after deductible	
Mail Order Copay (90 Day Supply)		
Generic	100% after deductible	
Preferred Brand	100% after deductible	
Non-Preferred Brand	100% after deductible	

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

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

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

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

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¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



**Lake County School Consortium
Painesville City Schools
Vision**

Benefits	
Benefit Period	January 1 st through December 31 st
Dependent Age Limit	23 Dependent / 23 Student Removal upon Birth Date
Examinations	One per benefit period
Vision Examinations	100% UCR
Frames	One per benefit period
Basic Frames	100% UCR
Prescription Lenses	One per benefit period
Single Vision Lenses	100% UCR
Bifocal Lenses	100% UCR
Trifocal Lenses	100% UCR
Lenticular Lenses	100% UCR
Contacts In Lieu of Lenses	One per benefit period
Medically Necessary	100% UCR
Cosmetic	\$75 per pair

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

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Lake County School Consortium
Painesville City Schools
Traditional Dental
With Orthodontia

Benefits	
Benefit Period	January 1 st through December 31 st
Dependent Age Limit	23 Dependent / 25 Student Removal upon End of Month
Benefit Period Maximum (per member)	\$1,500
Benefit Period Deductible (Single / Family)	\$25 / \$75
Orthodontic Lifetime Maximum (per eligible dependent up to age 25)	\$1,000
Preventive Services	
Oral Exams – two per 12 months	100% UCR
Bite Wing X-Rays – two sets per 12 months	100% UCR
Prophylaxis (cleaning) – two per 12 months	100% UCR
Fluoride Treatment – one treatment per 12 months, limited to dependents up to age 19	100% UCR
Lab Tests	100% UCR
Sealants – limited to dependents up to age 14	100% UCR
Space Maintainers- limited to eligible dependents up to age 19	100% UCR
Emergency Palliative Treatment – includes emergency oral exam	100% UCR
Restorative Services	
Consultations and Other Exams by Specialist	80% UCR after deductible
Diagnostic X-Rays	80% UCR after deductible
Full Mouth X-Rays / Panorex – one per 36 months	80% UCR after deductible
Minor Restorative Services	80% UCR after deductible
Endodontics/Pulp Services	80% UCR after deductible
Periodontal Services	80% UCR after deductible
Repairs, Relines & Adjustments of Prosthetics	80% UCR after deductible
Simple Extractions	80% UCR after deductible
Impactions	80% UCR after deductible
Minor Oral Surgery Services	80% UCR after deductible
General Anesthesia	80% UCR after deductible
Complex Services	
Gold Foil Restoration	50% UCR after deductible
Inlays, Onlays – one every five years	50% UCR after deductible
Crowns – one every five years	50% UCR after deductible
Bridgework (Pontics & Abutments) – one every five years	50% UCR after deductible
Partial and Complete Dentures – one every five years	50% UCR after deductible

Benefits	
Orthodontic Services	
Orthodontic Diagnostic Services	50% UCR
Minor Treatment for Tooth Guidance	50% UCR
Minor Treatment for Harmful Habits	50% UCR
Interceptive Orthodontic Treatment	50% UCR
Comprehensive Orthodontic Treatment	50% UCR

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

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

INDEX

A

ANNUAL B.A. BASE.....	50
ASSAULT LEAVE.....	47
ASSAULT LEAVE REQUEST FORM	115
ASSIGNMENT.....	15
ASSOCIATION LEAVE	45
ASSOCIATION RIGHTS	8

B

BENEFITS	53, 59
BEREAVEMENT LEAVE	40
BOARD POLICIES.....	9
BOARD/ASSOCIATION RELATIONS	9
BUDGETS	9
BUILDING REPRESENTATIVES.....	8
BUILDING USE/FACILITIES	8
BULLETIN BOARDS	8

C

CALAMITY DAYS	33, 38
CLASS COVERAGE/COMPENSATION	55
CLASS SIZE.....	28, 33
CLASS SIZE COMPENSATION	33
COMPENSATION.....	19, 49
COMPENSATORY TIME SHEET.....	116
COMPUTERIZED DATA ENTRY	36
CONFIDENTIALITY.....	6
CONTACT DAYS.....	32
CONTINUING CONTRACT	13, 17
COOPERATING TEACHER.....	30
COURT APPEARANCE.....	48

D

DENTAL	60, 129
DISCIPLINE.....	27
DRUG TESTING.....	26
DRUG-FREE WORKPLACE	25
DURATION	64

E

EDUCATIONAL IMPROVEMENT	63
ELECTRONIC DEPOSIT.....	56
EMPLOYEE INFORMATION.....	8
EMPLOYMENT PRACTICES.....	14
EXPERIENCE CREDIT.....	19, 49
EXTENDED AND/OR RELEASED TIME	35

F

FAIR SHARE FEE.....	9
FAMILY AND MEDICAL LEAVE ACT	44
FORMAL GRIEVANCE PROCEDURE	5
FRINGE BENEFITS DURING UNPAID LEAVES OF ABSENCE.....	48

G

GOOD FAITH BARGAINING	2
GRIEVANCE FORM.....	107
GRIEVANCE PROCEDURE	5
GRIEVANCE/GRIEVANT DEFINED	5

I

IEP DISTRIBUTION AND TESTING	29
IEP REIMBURSEMENT FORM.....	117
IEP WRITING.....	29
IMPASSE	3
INFECTIOUS AND COMMUNICABLE DISEASES	31
INFORMAL GRIEVANCE PROCEDURE	5
INJURY LEAVE	44
INJURY REPORT FORM.....	112
INSURANCE BENEFITS.....	59
INSURANCE WAIVER	60

L

LEAVE OF ABSENCE FORM	111
LEAVE OF ABSENCE WITHOUT PAY.....	44
LENGTH OF SCHOOL YEAR.....	32
LIFE INSURANCE	61
LIMITED CONTRACTS	16
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE	29

M

MATERNITY/PATERNITY-ADOPTION LEAVE.....	42
MEDIATION	3, 4
MEDICAL LEAVE.....	43
MILEAGE	55
MILITARY SERVICE.....	44, 49, 55
MINUTES PER DAY	19

N

NEGOTIATIONS PROCEDURE.....	2
NEOEA DAY.....	33

NEW TEACHER ORIENTATION	8
NON-DISCRIMINATION	14
NON-TEACHING DAYS.....	32

O

OPEN ENROLLMENT.....	12
OUT-OF-POCKET REIMBURSEMENT	13

P

PARENT-TEACHER CONFERENCES	35
PART-TIME TEACHERS	18
PAYROLL DEDUCTION.....	57
PAYROLL PRACTICES.....	56
PERSONAL LEAVE.....	20, 38, 39
PERSONNEL FILE	33
PLANNING AND DEVELOPMENT	35
PROFESSIONAL LEAVE.....	46
PROFESSIONAL STAFF DEVELOPMENT	34
PROFESSIONAL VISIT REQUEST FORM	113
PSYCHOLOGIST.....	29, 83

R

RECALL	24
RECOGNITION.....	1
REDUCTION IN FORCE (RIF).....	20, 23
RELEASED TIME	6
REPRISALS	7
RESIGNATION BONUS	62
RETIREMENT INCENTIVE BONUS	62
RIGHTS AND PRIVILEGES	12

S

SABBATICAL LEAVE.....	41
SABBATICAL LEAVE FORM.....	110
SALARY SCHEDULE DEFINITION.....	49
SALARY SCHEDULE INDEX.....	51
SAVINGS, FORM, AND DURATION	64
SECURITY/WORKING ENVIRONMENT	31
SEMESTER WORKDAY OPTIONS.....	32
SENIORITY	20

SEVERANCE PAY	62
SICK LEAVE	20, 37
SIGNATURE PAGE	64
SPECIAL EDUCATION.....	27
SPECIAL EDUCATION RELEASE TIME.....	28
SPECIAL LEAVE.....	40
STANDARDS FOR OHIO SCHOOLS.....	31
STRS PICKUP.....	55
STUDENT HEALTH CONDITIONS.....	32
STUDENT RELEASE	35
SUBSTITUTING	49
SUMMER SCHOOL.....	53
SUMMER SCHOOL DETENTION PROGRAM	54
SUPPLEMENTAL POSITIONS AND COMPENSATION INDEX.....	67
SUPPLEMENTAL SCHOOL.....	54
SUPPLEMENTALS.....	52
SUPPORT SERVICES	28

T

TEACHER EVALUATION.....	12
TEACHER EVALUATION PROCEDURES.....	73
TEACHER EVALUATION PROCESS	78
TEACHER RIGHTS	12
TEACHER/ADMINISTRATOR ADVISORY COMMITTEE (TAC).....	9
TELEPHONE	12
TENURE.....	13
TRANSFERS	16
TRANSFERS - VOLUNTARY	16

V

VACANCY DEFINED.....	14
VACANCY FILLING	15
VACANCY POSTING	14
VAN CERTIFICATION.....	62
VISION	60, 128
VISITING DAYS.....	46

W

WORKING CONDITIONS	14
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