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PLEASANT ASSOCIATION OF TEACHERS

MASTER AGREEMENT

EFFECTIVE

JULY 1, 2024

TO

JUNE 30, 2027

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I. RECOGNITION

A. The Pleasant Local Board of Education, hereinafter referred to as the Board, recognizes the Pleasant Association of Teachers, affiliated with the Ohio Education Association (OEA) and the National Education Association (NEA), hereinafter referred to as the Association, as the sole and exclusive bargaining agent for all certified personnel employed by the district under regular teaching contracts including school psychologists, speech therapists, guidance counselors, but excluding the Superintendent, Assistant Superintendent, if any, Principals, and any other administrators and confidential employees designated by the Board as representatives of the Board.

B. Substitute teachers who have been continuously employed for a period of sixty (60) days or more, part-time teachers employed under written employment contracts, and tutors employed under written employment contracts are included in the bargaining unit. The grievance procedures and dues deduction provisions of this agreement shall be fully applicable to employees holding their positions, provided that, unless specifically provided therein, no other provision of this agreement shall be applicable to persons employed as substitute teachers, part- time teachers, or tutors.

C. The Board reserves unto itself, its agents and representatives, those rights provided under the Constitutions and laws of the United States and the State of Ohio for the management and control of the school district except as expressly limited by this agreement and Chapter 4117 of the Revised Code.

D. Neither the Association nor the Board waive any rights to bargain or refuse to bargain during the term of any agreement as prescribed in Chapter 4117 of the Revised Code.

E. "Member" Defined
The term "member", when used hereinafter in this Master Agreement, shall refer to all employees represented by the Association in the Bargaining Unit as determined in Article I.

F. "Superintendent," "Treasurer" or "immediate supervisor" Defined
"Superintendent," "Treasurer" or "immediate supervisor" when used in hereinafter in this Master Agreement, shall include "or designee" even where not specified.

II. NEGOTIATIONS PROCEDURE

A. Either the Association or the Board may initiate negotiations by submitting a written request for negotiations to the other party prior to May 1, in the year in which this agreement expires. Such request from the Association will be submitted to the Superintendent; request from the Board will be submitted to the President of the Association. The parties will hold their first negotiating session within 15 calendar days after receipt of the request for negotiations or date mutually agreed upon by both parties.

B. The scope of bargaining is wages, hours, terms, and other conditions of employment, and the continuation, modification, or deletion of existing provisions of the collective bargaining agreement but may include any related item to the aforementioned areas.

C. At any negotiations session, either party may be represented by no more than five (5) representatives. One of the five shall be designated Team Chairperson or Chief Negotiator and shall have the power to sign tentative, agreements with the other party.

D. At any negotiations session, either party may have a maximum of two (2) observers. Said observers shall not have the privilege of speaking during the sessions unless mutually agreed upon by both parties. Representatives of the news media shall not be permitted to attend as observers.

E. The first session will consist of each side presenting proposals and explaining the intent of those proposals. All proposals will be written in a form ready for signature. If one of the parties is awaiting further information for a proposal, the proposal may be submitted by title with an explanation as to why the proposal is not in writing. Proposals of this type shall be kept to a minimum. The initial meeting shall also be used to establish the time, place, and agenda of subsequent meetings. After the first session, no new proposal shall be introduced except as counter proposals to proposals already introduced.

F. All proposals mutually agreed upon shall be reduced to writing and initialed, or signed, by the Chairperson of each team and shall include the signing date of the temporary, or tentative, agreement.

G. No negotiations session shall be terminated until the time and place of the next meeting has been established by mutual agreement.

H. When all proposals have reached tentative agreement, the tentative agreement shall be submitted to a meeting of the membership of the Association within twenty (20) working days of the last session for action upon ratification. If the agreement is ratified by the Association, the agreement shall then be presented at the next regular or special Board meeting for ratification by the Board. If either side rejects the tentative agreement, in whole or in part, then the entire tentative agreement shall be thereby rendered void and all proposals of the agreement subject to renegotiation. If either group does not ratify, a time and place shall be agreed upon to reopen negotiations.

I. Upon ratification by the Association and by the Board, the completed agreement shall be signed for the Association by the President, Vice President, and Chief Negotiator, and for the Board by the President, Treasurer, and Chief Negotiator.

J. Following ratification by the Association and by the Board, the Association will prepare and submit a proofed copy of the text of the agreement to the Board. Upon approval by the Board, the Board shall post a link to the agreement on it's website.

K. Negotiations subject to a reopener clause shall be conducted in accordance with the procedure contained in this article, to the extent applicable.

III. IMPASSE

If agreement is not reached by June 1, either party may call for the assistance of the Federal Mediation and Conciliation Service to assist in bringing the parties to a tentative agreement. This procedure constitutes the mutually agreed upon dispute settlement procedure referred to in R.C. 4117.14.

IV. GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim that there has been a violation, misinterpretation, or misapplication of any provision of the negotiated agreement; a violation of one's right to fair treatment; or a violation of any rule, order, regulation, or policy of the Board of Education.

2. The grievant is the teacher having the grievance, or teachers having the grievance, or the Pleasant Association of Teachers having the grievance.

3. Days referred to in the grievance procedure are the teacher's contractual days. No grievance shall be informally discussed or filed during the summer recess when school is not in session, except by agreement of the Board and the Association. Failure to agree will automatically toll the time to the next workday of the grievant, or in the case of an Association grievance, the first workday of the following school year.

B. Rights of the Grievant

1. A grievant may appear on his/her own behalf or may be represented at any and all steps of the Grievance Procedure by an officer or employee of the recognized bargaining agent.

2. Nothing contained herein shall limit or otherwise exclude grievant from seeking redress from any governmental agency other than SERB, regulatory body or any court of law with jurisdiction to this district. However, upon resort to any governmental agency, regulatory body, or court of law, the grievant thereby waives the right to utilize the grievance procedure contained in this agreement. Should a grievant seek redress from any governmental agency, regulatory body, or any court of law subsequent to filing a grievance and while such grievance is pending, such grievance shall be thereby terminated without reaching the merits of the grievant claim.

3. Any grievance not settled at an informal level shall be reduced to writing and shall state the relief sought.

4. The fact that a grievant files a grievance shall not be recorded in the grievant's personal file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for other employment; nor shall the grievant be placed in

jeopardy or be the subject for reprisal or discrimination for having followed or utilized this grievance procedure.

5. Time limits specified herein are considered maximum; however, they may be extended by written agreement of the parties.

C. Steps of Procedure

Informal Step

Any grievant shall first discuss the grievance with his/her immediate supervisor before a written grievance shall be filed.

Formal Steps

Step I

If the informal discussion does not resolve the grievance to the satisfaction of the grievant, such grievant may present a formal claim to his/her immediate supervisor by submitting a completed Grievance Report Form. If such grievance is not presented in writing within fifteen (15) working days after the date on which the grievance occurred, the grievance shall be deemed waived. The written grievance shall be on a standard form supplied by the Board and shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific provision of the agreement allegedly violated as well as the relief sought. Within five (5) working days of the receipt of the grievance, the immediate supervisor shall meet with the grievant in an effort to resolve the matter. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) working days after
such meeting by completing the report form and returning it to the grievant with a copy to the Superintendent and a copy to the Association.

Step II

If the action taken by the immediate supervisor does not resolve the grievance to the satisfaction of the grievant, the grievant may complete the Grievance Report Form Step II and submit the grievance to the Superintendent. Failure to file such an appeal within five (5) working days from the receipt of the written notice of the immediate supervisor's action on said grievance shall be deemed a waiver of the right to appeal. Within five (5) working days of receipt, the Superintendent or a designated representative will schedule a meeting with the grievant. Within five (5) working days after this meeting, the Superintendent shall indicate his/her disposition of the grievance by completing Step II and forwarding it to the Grievant and to the Association.

In addition to this procedure, the Superintendent has an independent right to review and modify any decision of the Principal.

Step III

If the grievant is not satisfied with the action taken by the Superintendent, such grievant may complete the Grievance Report Form Step III and submit the grievance to the Board. Failure to file such an appeal within five (5) working days from receipt of the written notice of the Superintendent's action on said grievance shall be deemed a waiver of the right of appeal. At the next regular Board meeting, the Board shall meet with the grievant. No later than five (5) days after the next regularly scheduled Board meeting, the Board shall indicate in writing its disposition of the grievance by completing its portion of Step III and forwarding it to the grievant and the Association. In addition to this procedure the Board has an independent right to review and modify any decision of either the Principal or Superintendent.

Step IV - Arbitration

Within ten (10) working days of receipt of the level IV response, or if the Board fails to file a timely response, the grievant and the Association shall notify the Board of their intent to proceed to arbitration.

1. Selection Of The Arbitrator The arbitrator shall be selected from a list supplied by the American Arbitration Association (AAA). All procedures relative to the arbitration shall be according to the voluntary rules and regulations of the American Arbitration Association.

2. Authority Of The Arbitrator The arbitrator shall have no authority to subtract from, modify, change, or alter any of the provisions of this contract or add to, subtract from, modify, change, or alter the language therein in arriving at a determination of any issue presented. The arbitrator shall be expressly confined to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted and further, shall have no authority to submit observations or declarations of opinions which are not directly essential in reaching determination. The arbitrator shall not have the authority to add to, subtract from, or alter any of the provisions of this agreement.

3. Decision Of Arbitrator The decision of the arbitrator shall be final and binding on all parties, the grievant/employee, the Association and the employer.

4. The cost for the services of the arbitrator will be paid entirely by the loser.

5. Every attempt will be made to schedule arbitration hearings on non-school days or after school hours, but if impossible, all Association participants will be released at no loss of pay, not to exceed three (3) days.

D. Miscellaneous

1. In cases where the issue could not be resolved by the immediate supervisor, a grievance may be initiated at Step II. All such grievances shall state the reasons for filing at Step II and shall indicate that Step I was omitted.

2. In the event that the immediate supervisor or the Superintendent fails to respond within the provided time limits, the grievant shall automatically advance to the next step.

3. All grievance hearings shall be held after school hours.
4. Grievance hearings on non-school days will be held on a day and at a time that is mutually agreeable to both parties.

5. A grievant must be given at least thirty-six (36) hours notice prior to a grievance hearing. If less than the 36 hours notice be given, the grievant will be granted, upon request, the extension of the hearing date.

6. Administrators responsible for the conduct of grievance proceedings at Levels I or II may be represented by counsel or other Board representatives.

V. ASSOCIATION RIGHTS

A. Association Privileges

1. The Association shall have the right to use school buildings for membership meetings, provided the Building Principal or, in his absence, another designated administrator is notified, except in cases of urgent necessity, no less than twenty-four (24) hours in advance of the time and place of such meetings, and the use does not interfere with the previously scheduled use of the building. During time periods when no custodian is on duty, the Association shall pay the cost of any necessary or requested custodial cleaning and/or setting up expenses.

2. The Association shall have the non-exclusive use of any bulletin board presently located in a teacher's lounge or other non-public area.

3. The Association shall have the right to the use of the school interdepartmental mail service to the extent that such use does not interfere with the school use of such service.

4. Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before, after, or during the regular school day; provided, however, that no such business shall be conducted during instructional or supervisory time for the individuals involved, nor shall such Association business interfere with any other school function.

5. The Association may use school owned office equipment provided that:

   a. Such use does not interfere with normal or required usage.

   b. The cost of expendable supplies and repairs for damage caused by misuse of equipment will be the obligation of the Association.

   c. The names, addresses, phone numbers and building assignments of all employed certificated staff members shall be supplied to the Association as this information becomes available.

d. Upon request, the Board shall provide the President of the Association with a copy of the Board agenda not less than twenty- four (24) hours prior to the regular meeting and, if available, prior to special Board meetings and a copy of the minutes of said meeting.

e. Upon request of the Association, the Board will provide one copy of the following documents within a reasonable time, provided they are available:
   (1) Official Amended Certificate of Estimated Resources;
   (2) Training and experience grid;
   (3) Temporary and permanent appropriations;
   (4) Form SF 12 (January and July);
   (5) July Tax budget;
   (6) December and June financial statements.

6. Space shall be provided for the Association's filing cabinet. Such space shall be readily accessible to Association officers and members but not to the student body.

B. Payroll Deduction of Association Dues

1. The Treasurer of the Board shall be authorized to make payroll deductions for professional dues. The Association shall transmit to the Treasurer, no later than September 15, a list of Association members wishing to have payroll deduction of dues and the amount to be deducted. The annual professional association dues will be deducted and withheld from each consenting teacher's pay in substantially equal amounts each pay period for eighteen (18) pay periods beginning with the first pay date on or after October 1. The Treasurer will forward amounts deducted and withheld to the P.A.T. Treasurer on a monthly basis. Payment will not be made later than ten (10) working days from the end of the month in which the deductions were made.

2. Teacher authorization will be in writing and teachers may not discontinue such deductions during the school year after September 15.

3. The Treasurer shall be held harmless in all actions regarding payroll deduction of dues. The association shall reimburse the teacher for all deductions made without full and total authorization.

C. Employment Interview Participation

1. Each department and/or grade level shall have the opportunity for one of its members to participate in the interviews for openings in his/her department or grade level and be permitted to make multiple recommendations by ranking candidates. A representative committee appointed by the President of the PAT will participate in interviews for selection of Building Principals.

2. The Association President, prior to the end of the school year, will provide a list of interview participants and alternates for each department and/or grade level, and a representative committee of three (3), and alternates, from each building. The list shall include members and/or non-members of the Association.

3. Should no designated bargaining representative be available to participate in interviews for openings in their departments or grade levels, the building administrator shall contact the Association President to provide alternate bargaining unit member(s) to attend the interview or waive the Association's right to attend. The Association will make every effort to insure member participation in the interview processes; however, members are not required to participate and may decline appointment. If the Association does not provide members for the committee, the Association's right to participate in the decision will be waived for the position in question.

D. Interview Participation (Superintendent's Position)

A representative appointed by the President of the Association shall participate in the interview procedure and may direct questions to the interviewees relative to concerns of the Association and be permitted to make multiple recommendations by ranking the candidates.

E. Tuition Waiver

A child whose parent is a full-time employee of the Pleasant Local School District may attend the Pleasant Local Schools without a tuition charge.

The policy shall be uniformly applied to all such children and shall provide for the admission of such child upon request of the parent/employee.

No tuition shall be charged by the school district of attendance, nor shall any other school district be required to pay tuition for the child's attendance.

This item shall self-terminate with the implementation of state statute covering such nonresident school attendance.

VI. GENERAL POLICIES

A School Calendar

1. The school year shall consist of 185 days. There will be no more than 180 days of instruction and the remainder of the 185 days will be staff professional development days and/or workdays.

2. Additionally, the board and association agree that either one (1) mandatory two- hour professional development program or the equivalent will be scheduled in each building throughout the school year.

3. Bargaining unit members will be required to attend the District's graduation ceremony each year. A bargaining unit member maybe excused from this obligation

by using one (1) personal day or by receiving prior written excusal granted in the Superintendent's sole discretion.

4. The Association and Certified Staff shall have the opportunity for written, documented input into the annual school calendar prior to Board adoption. The Association recognizes that the Board of Education has the final responsibility to adopt a school calendar. The Board of Education will provide at least thirty (30) day notice to the Association prior to the adoption of a school calendar.

5. The central Ohio In-Service Day will not be a paid day of instruction.

   a. Holidays to be observed during the life of this contract, which will be unpaid non workdays.

Labor Day	Thanksgiving	Friday after Thanksgiving
Winter Break	Christmas	New Year's Day
Martin Luther King	President's Day	Great Friday
Spring Break	Memorial Day	

6. When schools are closed due to epidemic, or calamity, employees shall be paid at the regular rate of pay and not have sick leave, personal leave, or vacation charged against their accounts. Up to five (5) calamity days may be granted each year that do not have to be made up. If more than five (5) calamity days are used, all days in excess of the first five (5) will be made up without additional compensation, with either remote instruction days during the calamity days or with additional instruction days and/or Professional Development days at the end of the year, unless the Board approves a shorter minimum school year.

B. Evaluation Procedure

Pleasant Local School District will follow the Ohio Revised Code regarding the Ohio Teacher Evaluation System.

1. Representation

   If a teacher is to be called for disciplinary conference as the result of observation or evaluation, he/she shall be afforded, but not required, the opportunity to have a representative of the Association present in any such meeting with the Board or its agents.

2. Correction of Deficiencies

   Teachers shall develop professional growth plans and/or improvement plans in accordance with ODE's Standards-Based Teacher Evaluation Framework. The Board will provide professional development and growth opportunities in accordance with state law and regulations. Teachers who request assistance in the correction of deficiencies identified in the evaluation process will be given such positive assistance as is reasonable/available to assist in correction of those deficiencies.

a. Recommendation for Renewal or Non-Renewal of Limited Contracts

i. Renewal

Teachers who have completed three (3) consecutive one-year limited contracts in the district and whose contracts are not recommended for non- renewal will, in the year of contract expiration and upon satisfactory performances, as evidenced in his/her evaluations, will be recommended for contracts in the following sequence:

4-6 years of service - three (3)-year contract
6 or more years of service - four (4)-year contracts

ii. Non-Renewal

The Superintendent shall, on or before May 15th, notify each teacher for whom he intends to recommend non-renewal of that teacher's contract and that the board will take action during the month of May with written notification of the Board's actions by June 1st. Notification shall not be made during the school day, Upon request, any such teacher shall be granted a conference with the Superintendent to discuss said recommendation no less than five (5) working days before the meeting of the Board for consideration of the non- renewal.

Beginning with the fourth year of employment with the district, a teacher's limited contract shall be non-renewed only for a justifiable cause as stipulated in Section VI; Article K, paragraph (2) of the negotiated agreement. Upon request, a teacher will be granted a meeting with the Board of Education to show cause why such contract should be renewed. All such meetings shall be in Executive session unless a public meeting is requested by the teacher. The teacher may be accompanied by a consultant of his/her choice.

3. The parties agree to establish/continue the Evaluation Committee. The committee is created for the duration of the Collective Bargaining Agreement (CBA) and will consist of no more than three (3) teachers appointed by the Association and three (3) administrators appointed by the Superintendent. Association members shall have two (2) paid release days for the committee meetings. The committee shall be authorized to utilize consultants, software consultants, credentialing trainers, etc as deemed appropriate (with Superintendent consent if there is a cost), and the cost, if any, shall be borne by the Board. The committee consensus shall recommend forms and procedures in compliance with any and all changes as advanced under law.

C. Reduction in Force

If a Reduction in Force (RIF) is necessary, it shall be done in compliance with Ohio Revised Code 3319.17.

D. Seniority

1. Definitions

Seniority shall be defined as the length of continuous full-time service as a member of the bargaining unit under a limited, or continuing contract in the district. Effective July 1, 1997, part-time employees under contract to work 120 days or more per year and work 20 or more hours per week shall begin to accrue seniority.

2. Accrual of Seniority

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

(b) Seniority shall accrue for all the time an employee is on active pay status or is receiving worker's compensation benefits.

(c) Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

(d) Seniority of members of the bargaining unit who are non-renewed and are subsequently reemployed shall begin at the date of reemployment, except where such reemployment is for the following school year.

3. Equal Seniority

(a) A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.

(b) If two or more members of the bargaining unit have the same length of continuing service, seniority will be determined by:

1) the date of the Board of Education hiring, per Board minutes.

2) by giving preference to the bargaining unit member who had done significant substituting in the school district under appropriate certification.

a. Significant substituting is "over 60 days".
b. Appropriate certification is "in the area of academic certification".

3) In the event of a tie, date and placement on the board agenda will determine seniority.

Seniority applies to all teaching contracts.

4. Loss of Seniority

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

5. Posting of Seniority List

a. Every bargaining unit member's name will appear in order of seniority on a list according to date of employment and type contract (see B., below)

Members of the bargaining unit shall have all areas of certification included on the seniority list. The list shall include all bargaining unit members who are currently on leave.

b. The seniority list shall be compiled by placing at the top of the list in descending order of seniority, according to respective areas of certification, those members of the bargaining unit serving under continuing contracts. Members of the bargaining unit serving under limited contracts will be placed on the list below those on continuing contracts, also in descending order of seniority

c. The employer shall prepare a seniority list, indicating, by area of certification, the first day worked, the date of employer resolution to hire, and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association President upon request.

6. Correction of Inaccuracies

(a) Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the bargaining unit committee in writing of any inaccuracies which affect his/her seniority. The employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered as final until the next posting.

(b) All challenges to the accuracy of the list shall be resolved. The seniority list shall then be initialed by the Association President and Superintendent, with copies given to each other no later than January 31.

E. Vacancies and Transfers

1. Definitions:

Vacancy

A vacancy shall be any position in the bargaining unit resulting from any of the reasons listed below and the Board determines to fill. Employees may be shifted within a building before a vacancy is declared and posted.

(a) An employee's leaving employment as a result of a termination, resignation, or death.

(b) An employee's non-renewal for just cause.

(c) An employee's transfer to another bargaining unit position.

(d) An employee's assuming a non-bargaining unit position.

(e) The creation of a new bargaining unit position.

Transfer

A change in assignment by an employee from one bargaining unit position to another.

Voluntary Transfer

A voluntary transfer shall be employee-initiated reassignment.

Involuntary Transfer

An involuntary transfer shall be an employer-initiated reassignment of an employee

2. Posting of a Vacancy Notice

When a vacancy occurs, the Board shall send an email to all bargaining unit members' District email accounts notifying them of the vacancy. The vacancy notice for each position shall include the position title, the certification, and building location. Qualified teachers employed by Pleasant Local Schools who apply for a vacant position shall be given first consideration in the filling of vacancies. Vacancies that occur during the school year may be temporarily filled and then reposted in April for permanent filling for the succeeding school year. The temporary hire may only be considered if no other qualified bargaining unit member applies for the position.

3. Voluntary Transfer

The assignment of teachers to specific responsibilities within the building rests with the immediate supervisor, provided that such assignments shall be within the scope of the employee's valid licensure/certification, but subject to the approval of the Superintendent.

Teachers who desire a change in grade and/or subject assignment within their present building shall consult with the building principal. Teachers who desire to transfer to another building may file a written statement of such desire with the Superintendent no later than May 15. Such statement will include the specific vacancy if posted, the grade or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.

As soon as practicable, and not later than July 15, the Superintendent will post in each school and deliver to the Association a system-wide schedule showing the names of all teachers and the nature of such reassignment or transfer. This date can be extended by mutual consent of the Board and the Association.
In acting on requests for voluntary reassignment and/or transfer, the following criteria will be considered:

Individual qualifications
Instructional requirements
Staff availability and experience mix

Not later than September 1, the Superintendent shall cause to be prepared a schedule or other appropriate presentation of system-wide data including all new positions for the coming year, the names of persons reassigned, transferred and newly appointed and the positions they have been given. Such schedule or presentation shall be made available to the Association, and to any teacher who may request it

If a teacher's request for voluntary transfer has been denied, he/she will, upon request, receive an explanation of the reasons therefore from the Superintendent or his designee.

4. Involuntary Transfer

No vacancy will be filled by means of an involuntary transfer or reassignment if there is a qualified volunteer available to fill said position. Final determination of qualifications will be made by the Superintendent.

Notice of an involuntary transfer or reassignment will be given to teachers as soon as practicable, and, except in cases of emergency, no later than July 17. This date can be extended by mutual consent of the Board and the Association.

When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the Pleasant Schools, length of service in the building, grade or subject from which transfer or reassignment is contemplated and other relevant factors, including legal requirements, will be considered in determining which teacher is to be transferred or reassigned.

Teachers shall not be involuntarily assigned to regular teaching assignments outside the scope of their regular teaching certification or certificate held at the time of offer of most recent contract or new certification.

An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and immediate supervisor, at which time the teacher will be notified of the reason therefore. The teacher may, at his/her option, have a representative of the Association present at such meeting. No teacher will be transferred or reassigned arbitrarily, capriciously, or without rational basis in fact.

After being notified of the involuntary transfer, the teacher has a right to a meeting with the Superintendent. The teacher may, at his/her option, have a representative of the Association present at such meeting.

A list of open positions in the school system will be made available to all teachers. Teachers who have been involved in an involuntary transfer will, when a desirable position for which they have appropriate qualifications becomes available, have the right to apply for said positions.

A teacher being involuntarily transferred or reassigned will not receive a reduction in compensation, excluding supplemental and extended time positions. There will be no impairment of continuing contract.

Teachers transferred or reassigned involuntarily during the school year, after the students have initially reported, shall, upon request, be provided up to two (2) school days without pupils to prepare for their new assignment.

The fact of involuntary transfer shall be considered in the evaluation of the teacher during the remainder of that school year.

A teacher given an assignment under an involuntary transfer will have $100 available to them to purchase classroom supplies.

F. Recommendation for Renewal or Non-Renewal of Limited Contracts

1. Non-Renewal

The Superintendent shall, on or before May 15th, notify each teacher for whom he intends to recommend non-renewal of that teacher's contract and that the Board will take action during the month of May with written notification of the Board's action by June 1st. Notification shall not be made during the school day. Upon request, any such teacher shall be granted a conference with the Superintendent to discuss said recommendation no less than five (5) working days before the meeting of the Board for consideration of the non-renewal.

2. Renewal

Teachers who have completed three (3) consecutive one-year limited contracts in the district and whose contracts are not recommended for non- renewal will, in the year of contract expiration and upon satisfactory performances, be recommended for contracts in the following sequence:

a. 4-6 years of service - three (3)-year contract

b. 6 or more years of service - four (4)-year contracts.

3. Teachers who are recommended for non-renewal of contract shall, upon request, be granted a meeting with the Board of Education to show cause why such contract should be renewed. All such meetings shall be in executive session unless a public meeting is requested by the teacher. The teacher may be accompanied by a consultant of his/her choice.

G. Personnel Record Files

1. The Board shall maintain one official file on each member of the bargaining unit, to be kept in the office of the Superintendent or secured digitally.

2. Members of the bargaining unit shall have the right to review the information contained in their files with a reasonable prior notice of no less than one school day, except information for which the bargaining unit member has previously waived access.

3. Copies of information contained in the file of a member of the bargaining unit shall be made at no cost to the member.

4. All personnel files of bargaining unit members shall be maintained in accordance with state and federal laws governing such files. It is the responsibility of the bargaining unit member to request clearing of information of a derogative nature which is five (5) years old or older. Bargaining unit member evaluations shall remain in the files.

5. A member of the bargaining unit may at any time petition the Superintendent in writing for removal of information contained in his/her official district file as to its relevance, accuracy, timeliness, and completeness. Following a review of the material, the Superintendent will render a decision in writing regarding the request for removal of said material.

6. Complaints made by parents, students or other members of the general public shall not be placed in the file of a member of the bargaining unit without the knowledge of the member and the opportunity for the member to include a written response to the complaint.

7. Complaints made by parents, students or other members of the general public shall not be placed in the file of a member of the bargaining unit unless

   (a) such complaint is so serious, in the opinion of the Superintendent of Schools or his/her designee, that it is to become a matter of formal record, or

   (b) the complaint requires Board action or investigation, or

   (c) such complaint is serious enough as to warrant a conference or investigation by the Superintendent.

8. Whenever it becomes necessary to make a complaint made by a parent, student, or other member of the public a matter of formal record, the Superintendent or designee and member of the bargaining unit shall meet with and attempt to resolve the complaint of the complaining party.

9. No information shall be placed in the personnel records file of a member of the bargaining unit unless such member has seen the information and has had the opportunity to respond in a timely manner. The response shall be attached to the file copy.

10. Neither grievances nor information pertaining to grievances shall be placed in the file of a member of the bargaining unit. Any grievance will be maintained in an Association Grievance File.

H. Parental Complaints

1. Community and school relations shall ideally reflect an attitude of mutual concern and cooperation in the constant attempt to provide the best possible environment for the students. However, complaints and misunderstandings are inevitable.

2. It is deemed most desirable that initial attempts to settle complaints against employees should be made informally through personal, private conferences at the school level among employee, pupil, parent, immediate supervisor and other appropriate staff personnel.

   Complaints against employees shall be handled as follows:

   (a) A complaint received by an individual Board member directed toward members of the certified staff shall be referred to the Superintendent.

   (b) The Superintendent shall inform the immediate supervisor where the employee is assigned of the complaint.

   (c) The immediate supervisor will inform the employee of the complaint directed toward him/her and offer him/her an opportunity to settle the complaint. The administrator shall offer every possible assistance to the teacher.

   (d) At the request of the complainant or the employee a meeting of the employee, immediate supervisor, and the complainant will be arranged at a mutually convenient time to discuss the complaint.

   (e) If the complaint is not resolved at that level, it may be appealed to the Superintendent or his/her representative.

   Complaints against an employee which go beyond the immediate supervisor level shall be reduced to writing.

   (f) If it is still unresolved, it may be appealed to the Board. An employee may request, and be accompanied by, counsel and/or an Association representative of his/her choosing at any level of the complaint procedure.

I. Class Size

The Board of Education shall make every reasonable effort to maintain class size on a districtwide basis in accordance with the minimum standards adopted by the Ohio Department of Education and Workforce.

J. Planning Time

Each full-time teacher shall be scheduled two hundred (200) minutes of planning time per week. Such schedule shall include daily uninterrupted planning time, as follows:

a. At least one class period for each middle school and high school teacher (5-12).

b. The Board shall provide no less than thirty-five (35) consecutive minutes per day, five (5) days a week for elementary teachers.

c. Teachers required to travel between buildings shall have their duty obligations reduced accordingly.

d. Traveling teachers will not be required to travel during his/her planning time.

e. Exceptions to this section can occur with mutual agreement between the Administration and Association.

K. Fair Dismissal

1. Termination of existing contract: termination of a teacher's contract shall be in accordance with Ohio Revised Code Sec. 3319.16 and related provisions.

2. Non-renewal of limited contract: beginning with the fourth year of employment, a teacher's limited contract shall be non-renewed only for a justifiable cause relative to that teacher's failure to perform at minimum standards the duties for which said contract was issued.

3. For any teachers who have not completed three years of service (three one-year limited contracts), the Board of Education, superintendent, and treasurer need not give written reasons or circumstances prior to and after taking action to non-renew the contract of such teachers. The procedures and provisions outlined in Ohio Revised Code Sections 3319.11 and 3319.111 are not applicable to the non-renewal of such teachers.

4. Rights granted by this section or by Sections 3319.11 and 3319.111 of the Ohio Revised Code shall not apply to supplemental contracts.

L. Job Descriptions

The Board of Education shall adopt job descriptions for members of the bargaining unit. Prior to such adoption, the Board shall give the Association the opportunity to make written recommendations for consideration by the Board. Said job descriptions shall be adopted by the Board on or before August 1 of

the member's school year and shall not be amended, rescinded, or modified prior to the end of the member's school year.

M. Length of School Day

The length of the school day for members of the bargaining unit shall normally be seven and one-quarter (7 1/4) hours per day including a thirty (30) minute lunch period.

N. Case Load

The Board shall maintain a case load that is in compliance with the minimum standards that are established for public elementary and secondary schools by the Ohio Department of Education and Workforce.

If there is an option for remote learning, the parties agree to return to the bargaining table to negotiate all working conditions related to remote teaching if teachers must teach both in class and virtual.

O. Professional Behavior

1. A member of the bargaining unit shall be entitled, upon his/her request, to have a representative of the Association when the teacher is being given a formal reprimand, warning, or is being disciplined for any alleged infraction of the rules, delinquency, or unprofessional performance. For the purpose of this provision, a formal reprimand, warning, or discipline shall be defined as one, which is in writing and to be placed in such teacher's personnel file. The request for the presence of a representative of the Association shall not delay such proceeding for more than two (2) school days.

2. A teacher shall not be given a formal written reprimand or warning, or be disciplined for any alleged infraction of rules, delinquency, or unprofessional performance, without just cause. A formal reprimand or warning may be subject to the grievance procedure.

3. Except in cases of urgent necessity, direct, verbal criticism of a teacher by an administrator in front of students or parents shall be avoided. In the event a teacher believes that criticism made before students and/or parents was unwarranted, the teacher may request a conference with the administrator to discuss the incident. The teacher may be accompanied and represented by a representative of the Association.

4. Nothing in this procedure shall limit the authority of an administrator to direct, admonish or discipline any member of the bargaining unit.

5. Members of the bargaining unit shall not be verbally harassed by the administration.

P. Continuing Contract

1. When a bargaining unit member employed under a limited contract is issued a professional or permanent teaching certificate or holds a five (5) year professional educator license with a master's degree, meets the obligation in 3319.08 "D" has taught three consecutive years in the

school district, and has completed the limited contract under which he/she is employed, he/she will become eligible for a continuing contract.

2. Members of the bargaining unit who have obtained continuing contract status elsewhere in Ohio become eligible for a continuing contract after two (2) years of service in the district.

3. To be eligible for consideration of a continuing contract, a member of the bargaining unit shall satisfy the following condition:

   The bargaining unit member has become eligible for a continuing contract. A valid professional, permanent, or life certificate must be on file with the Treasurer of the Board, prior to Board action to grant continuing contract.

4. Bargaining unit members who meet all legal qualifications or requirements and become eligible for a continuing contract but who have, in the opinion of their supervisor and superintendent, certain other deficiencies, may be issued an extended limited contract for a term not to exceed two (2) years, providing:

   a. If the Board of Education takes affirmative action on the Superintendent's recommendation that the teacher be given an extended limited contract, then upon subsequent reemployment of the teacher, only a continuing contract may be entered into.

   b. The bargaining unit member had not previously attainted continuing contract status elsewhere

   c. Written notice is given to the bargaining unit member by the Superintendent on or before June 1st of his/her intention to recommend to the Board an extended limited contract.

   d. Written notice is given to the bargaining unit member by the Superintendent on or before June 1st of the reasons for the extended limited contract directed at the professional improvement of the bargaining unit member

   e. The Board of Education gives written notice on or before June 1st to the bargaining unit member of its affirmative action on the Superintendent's recommendation for an extended limited contract

   f. All district evaluation procedures have been fully complied with in accordance with the evaluation procedures as stipulated in the negotiated agreement

Q. Drug Policy

In accordance with Federal law, the Pleasant Local Board of Education prohibits the use, possession, concealment, or distribution of drugs by employees on school grounds, in school or school-approved vehicles, or at any school-related event. Drugs include any alcoholic beverage, anabolic steroid, dangerous controlled substance as defined by state statute or substance that could be considered as a "look-alike"

controlled substance. Compliance with this policy is mandatory for all staff members. Any part-time or full-time employee who violates this policy will be subject to disciplinary action, in accordance with due process, up to and including termination. When appropriate or required by law, the District will also notify law enforcement officials.

The District is concerned about any staff member who is a victim of alcohol or drug abuse, and will facilitate the process by which he/she receives help through programs and services available in the community. A staff member should contact his/her supervisor or the Superintendent's Office as soon such help is needed. Staff members should not wait until they have been or are about to be disciplined for work-related issues. All contact will be treated confidentially. Any staff member who is in need of help, and makes a timely request in writing, shall be permitted to use accumulated sick leave and enter a program as an "out" or "in" patient. The program shall be approved by the Board.

R. Random Drug Testing

The Board of Education together with the Association will establish a random drug testing program which shall apply to all bargaining unit members.

1. Cost of the drug testing program shall be borne by the Board of Education.

2. The Board of Education will contract with a state approved certified and licensed Drug Testing Company to conduct and monitor the district's random drug testing program.

3. Selection shall be made utilizing an established number system to identify each bargaining unit member. An employee who tests positive during the first test shall be retested within twenty-four (24) hours. Should the re-test result in continuation of a positive result the bargaining unit member shall be directed to the employee assistance program contained in this agreement. A bargaining unit member shall have the opportunity to complete the employee assistance program prior to any Board action to remove, discipline or terminate employment.

4. Those randomly selected to be tested shall report to the testing site within one (1) hour of notification. All efforts will be taken to protect the privacy and confidentiality of teachers being tested.

S. Leave No Child Behind Act (ESEA)

Recognizing that the District may be required to take certain actions to comply with the requirements of the Leave No Child Behind Act (ESEA), the Pleasant Association of Teachers and the Pleasant Local School District Board of Education have agreed to the following procedures to jointly address those requirements.

1. Formation of Committee

Within ninety (90) days of the implementation of federal or state ESEA regulations or at such earlier time as may be agreed by the PAT President and District superintendent, the

Association President and Superintendent will each designate four (4) members to serve on the ESEA Committee. The ESEA Committee will be charged with the responsibility to monitor and assess the impact of ESEA regulations on the operations of the Pleasant Local Schools. Should the State of Ohio be successful in obtaining a waiver of the federal Elementary and Secondary Education Act, known as the "No Child Left Behind Act" the new accountability measures and standards will be applicable to both the Pleasant Association of Teachers and the Board of Education.

2. Supplemental Educational Services -- No Child Left Behind Act Tutoring Duties

   In the event that the board is required to provide additional supplemental educational services for pupils in any District building in order to comply with the requirements of the No Child Left Behind Act, those positions will be offered, first to teaching employees assigned to the building in which supplemental educational services are required, provided it does not interfere with their regular teaching assignments. If additional supplemental educational services are required, those positions will next be offered to teaching employees of the District, provided it does not interfere with their regular teaching assignments.

3. The rate of pay for performing tutoring duties shall be twenty-five dollars ($25.00) per hour.

T. Resident Educator Program

A. Purpose

The Resident Educator Program for beginning teachers will provide coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be administered and funded by the Pleasant Local School District.

B. Definitions

1. The Resident Educator Program is a comprehensive, two-year initiative to assist beginning teachers with appropriate mentoring and professional development designed to provide a professional pathway to continued professional learning that results in more effective educational practices and teacher excellence.

2. Resident Educator Mentor: A mentor is a teacher trained through the Ohio Department of Education and Workforce Instructional Mentoring Program to provide professional support to a resident educator.

3. Resident Educator: A resident educator is a teacher employed under a resident educator license.

4. Resident Educator Coordinator: A member designated by the District to manage the Resident Educator Program.

5. Formative Assessment: Formative assessment is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement

C. Resident Educator Mentor

1. Qualifications

a. The resident educator mentor must have at least five (5) years teaching experience in the district.

b. A resident educator mentor must be trained to act as a mentor according to the Ohio Department of Education and Workforce Instructional Mentoring program rules, regulations and guidelines.

c. A resident educator mentor teacher must hold a valid teaching certificate/license.

d. A resident educator mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have knowledge of a variety of classroom management and instructional techniques.

2. Selection

a. Members interested in attaining the role of resident educator mentor to a resident educator shall notify the Board and Association President in writing.

b. Should no member volunteer for the role of Resident Educator mentor, the Superintendent shall direct a qualified member to serve for no more than one (I) year as Resident Educator mentor. The involuntary assignment of Resident Educator mentor by the Superintendent shall not occur more than once every three years per a specific individual member.

3. Responsibilities

a. The resident educator mentor shall carry out the Resident Educator Program in conjunction with the resident educator rules, regulations and guidelines as developed by ODEW.

b. Consult with and otherwise assist the Resident Educator within the instruction day. Release time, during the regular instructional student day, shall be provided to the Resident Educator mentor. The Resident Educator mentor shall be given no less than one class period every three weeks to meet and consult with their assigned Resident Educator. The Resident Educator mentor will notify the building Principal of the date and time they plan to meet with the resident educator no less than 7 days prior to the date.

c. The Resident Educator mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goalsetting agreement), and protocols to support the Resident Educator.

d. The Resident Educator mentor does not have a formal evaluative role.

e. The maximum number of resident educators a Resident Educator mentor can have is two (2) per year.

D. Resident Educator

1. Assignment of Resident Educator Mentor

a. Both the Resident Educator Mentor and the resident educator will be provided with all contact information for one another by the Resident Educator Coordinator.

b. Members holding a resident educator license who are employed after the start of the school year will be assigned to a Resident Educator mentor no later than twenty (20) working days after their first work day. The resident educator will be matched with a Resident Educator mentor in the same area(s) of licensure and in the same grade level. If the above assignment cannot be made, a Resident Educator mentor who is closest to the resident educator's subject area in which he/she is licensed/certified and assigned to the grade level closest to that of the resident educator will be assigned.

E. Resident Educator Coordinator

a. Responsibilities and qualifications for the Resident Educator Coordinator are based on rules, regulations and guidelines established by the Ohio Department of Education and Workforce and the Ohio Revised Code.

b. Should no member submit a letter of interest for the position of Resident Educator Coordinator, the Superintendent will be permitted to assign an individual to the position for a period not to exceed three years.

F. Confidentiality of the Mentoring Process

a. All interaction, written or oral, between the Resident Educator mentor and resident educator shall be regarded confidential. Any violation of this tenant by the Resident Educator mentor may constitute grounds for immediate removal from the role as Resident Educator mentor and result in a newly assigned Resident Educator mentor.

b. The Resident Educator mentor-resident educator relationship shall be solely for the purpose of formative assistance. No information obtained in this relationship shall serve as a basis for any summative formal evaluation of the resident educator's performance.

c. All information, written or oral, shall be confidential between the Resident Educator mentor and resident educator.

G. Protections

1. The mentee shall be held harmless in the event that the employer fails or refuses to certify the completion of the program.

2. A Resident Educator mentor shall be held harmless in the event that a resident educator fails or does not complete the program.

3. A Resident Educator mentor shall be held harmless by the Board in the event that the Board non-renews the resident educator.

4. If the District does not comply with the Resident Educator Program the member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District.

5. Resident educators shall be provided all due process provisions allowed by the collective bargaining agreement.

H. Compensation

1. The stipend is to be paid in June of that school year, upon completion of a time sheet submitted to the Treasurer's Office.

2. During the two (2) year resident educator program the Resident Educator Mentor shall be paid a stipend according to the following schedule per resident educator:

Year 1	2.5%	of base pay
Year 2	2.5%	of base pay

3. The member serving in the role of Resident Educator Coordinator shall be paid a stipend equal to $600 for each resident educator. The stipend is to be paid in June of that school year, upon submitting a timesheet to the Treasurer's Office.

4. A Resident Educator mentor and the Resident Educator Coordinator shall both be provided Board paid ongoing professional development programs and activities related to the mentoring process and to attend regional mentor network meetings at a total cost not to exceed six-hundred ($600) dollars per school year.

U. College Credit Plus Program

l. The Board retains total and complete discretion in selecting the teachers who will teach the CCP courses. The coursework for teachers who are at a Masters +20 level will receive full reimbursement for their coursework.

a. Prior to enrollment teachers must submit and obtain approval for the college they've selected and tuition amount.

b. Reimbursement will be paid once the teacher's grade is posted and submitted to the district.

c. If a teacher voluntarily leaves the employment of the Board or is terminated for cause within the first three (3) years of receiving this benefit, the teacher will allow the cost of the coursework benefit to be deducted from his/her pay according to following schedule:

After I year = 75% pay back
After 2 years = 50% pay back
During year 3 = 25% pay back

2. Teachers teaching a CCP course will earn 12% of the savings to the district for each CCP class taught. This stipend will be paid at the end of each semester.

3. The Superintendent has the discretion to fully reimburse teachers not at the Masters +20 column for coursework pending unique circumstances (i .e. already enrolled in a Master's program).

4. In order to be eligible for the stipend, a teacher may not be absent from a CCP class more than seven (7) times per semester.

5. Teachers who are not at a Masters +20 level will receive reimbursement according to the College Tuition Reimbursement, set forth in the Master Agreement.

VII. LEAVE POLICIES

A. Sick Leave

1. All requests for sick leave shall be full day increments. Each full-time member of the bargaining unit shall be entitled, for each month of service, to sick leave of one and one-fourth (1 1/4) work days with pay. Any balance of sick leave unused in any year shall be accumulated above the 15 days allowed in subsequent years until a maximum of 235 days has accumulated. Severance payout for unused sick leave will be based on a quarter of the maximum of 221 days.

2. Sick leave shall be accumulated during a paid leave of absence. Accumulated sick leave shall be maintained but not earned during an unpaid leave of absence.

3. Employees who render part-time service shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees.

4. Each new full-time employee shall be credited with five (5) days of sick leave upon beginning employment but before sick leave in that amount is accumulated as provided in Item 1 and 2 above. If any of the five (5) days of sick leave are used, it shall be deducted from the total sick leave, which he/she may accumulate during the first year of service.

5. It shall be the responsibility of each teacher to transfer any unused sick leave from a previous Ohio employer to the office of the Treasurer of the Pleasant Local Board of Education. Maximum accepted

sick leave during the term of this agreement will be the amount set forth in Section A (1) of this provision for the school year in which the sick leave is transferred.

6. Personnel shall notify their building principal at the earliest possible moment when it is necessary to be absent from duty.

7. Sick leave shall be used for:

    a. Personal illness, pregnancy, injury, exposure to a contagious disease by the employee.

    b. Death or illness or hospital visitation regarding anyone in the immediate family.

    c. Immediate family is defined as father, mother, wife, husband, child, step-child, son-in-law, daughter-in-law, brother, sister, father-in-law, mother-in-law, sister in-law, brother-in-law, grandparents, grandchildren, or other relatives living in the same household. The Superintendent may also approve the use of sick leave for significant others or other extended family.

        1. The Superintendent shall also approve sick leave up to two (2) days for the death of aunt, uncle, niece, nephew.

    d. When a teacher becomes pregnant she shall notify the Superintendent at least sixty (60) days prior to her expected date of delivery, and thirty (30) days prior to the expected date of commencement of her disability absence, if possible. Such notification shall be in writing and shall be accompanied by a statement from the teacher's doctor (if any) establishing the dates during which the teacher will be unable to perform her assigned duties. The maximum amount of sick leave that can be requested for maternity leave is twelve (12) weeks. The employee can use accrued sick leave for up to twelve (12) weeks, if the employee does not have accrued sick leave, the leave will be non-paid, the use of additional days before or after the delivery or other termination of the pregnancy is recommended, in writing, by the physician.

    e. Paternal Leave: Five (5) days of sick leave shall be granted upon birth of child. The Superintendent may also approve the use of sick leave for extenuating circumstances. Written notice of intent to use sick leave for child care under this section will be given to the Superintendent when the member becomes aware of the need for the leave.

    f. Adoption Leave: The maximum amount of sick leave that can be requested for adoption leave is twelve (12) weeks. The employee can use accrued sick leave for up to twelve (12) weeks, if the employee does not have accrued sick leave, the leave will be non-paid. Written notice of intent to use sick leave for child care under this section will be given to the Superintendent when the member becomes aware of the need for the leave.

    g. Scheduled sick days will not be deducted if the day is declared a calamity day.

h. After the use of five (5) consecutive sick leave days in a given contract year (July 1, to June 30), a certificated staff member shall be required to attach a medical excuse to his/her sick leave form(s).

8. Notice of accumulative sick leave shall be included in each payroll check.

9. A catastrophic sick leave donation program is established to assist employees who suffer a catastrophic accident or long-term illness or injury not job related or whose spouse or son or daughter or mother and/or father living with a single employee suffers a catastrophic accident or long-term illness or injury necessitating the employee to be absent from work, when the employee will exhaust all other available paid leave. This program neither supersedes nor replaces other disability programs.

   If an employee desires to make use of the catastrophic sick leave donation program and conditions below are met, then the employee may request through the Association that sick leave days be transferred from the bargaining unit members' accumulated sick leave to the employee. The Association shall notify the Treasurer of the Board and the Superintendent in writing of the number of days to be deducted, from whom, for what dates and the person receiving the transferred days. Included in the notice shall be a signed statement by the teacher(s) involved authorizing the Board Treasurer to transfer the days.

   The catastrophic sick leave donation program can be utilized by an employee only if the following conditions are met:

   a. The Superintendent and the Board of Education must agree for sick leave bank days to be awarded.

   b. The Superintendent and the Board of Education will determine if the long-term injury or illness of the employee or the employee's spouse or son or daughter or mother and/or father living with an employee is catastrophic. Examples of catastrophic long-term injury or illness include cancer, heart attack, stroke, AIDS, or a disease which is life threatening. A paralyzing accident would also be included. Examples of injuries or illnesses that would not be considered catastrophic include normal pregnancy, broken bones, and elective surgery.

   c. A physician's written statement supporting that a long-term catastrophic medical injury or illness exists.

   d. The employee must exhaust his/her own sick leave and personal leave first.

   e. All sick leave donations must be voluntary.

   f. Donations from a teacher must be in units of one (1) day.

   g. Unless otherwise approved by the Superintendent, no more than five (5) days total sick leave per catastrophe can be donated by an individual bargaining unit member, and no bargaining unit member may donate sick leave if the donation will reduce his/her accumulated sick leave balance to thirty (30) days or less.

h. Sick leave bank donations will not be made to employees who have applied for and been granted disability retirement.

i. Unless otherwise approved by the Superintendent and the Board of Education, no more than sixty (60) days total sick leave per catastrophe can be donated.

j. The teacher who is using donated sick leave will not earn additional sick leave while receiving the donated leave days.

k. Donated sick leave may not result in an increase in severance pay.

l. If the number of sick days donated exceed the number of sick leave days used by the donor, the extra days will be lost and not returned to the donors.

m. If the employee is eligible for Family Medical Leave, such donated leave will count toward their Family Medical Leave.

B. Personal Leaves

All requests for personal leaves shall be full day increments. Said leave shall not be granted the day before or the day after any holiday, vacation period, or sick day. Personal leave will also not be granted on the first or last day of school, or on any scheduled in-service day.

The number of teachers taking personal leave(s), on any one (1) school day within each building, shall conform to the following schedule:

Elementary School	(2)
Middle School	(1)
High School	(1)

1. Unrestricted

a. Three (3) personal leave days shall be approved annually by the local Superintendent. Unrestricted personal leave shall conform to ORC Section 3319.142. Requests for a nonconsecutive personal leave day shall be made on the Unrestricted Personal Leave Form at least three (3) working days in advance of the requested time. Advance notice requirements shall be waived in emergency requests.

b. Three (3) consecutive personal leave days shall be granted by the superintendent to a bargaining unit member provided that the following provisions are met:

1. A ten (10) working day notice is provided to the superintendent.

2. The number of teachers taking personal leave days conforms with the language listed in Paragraph B (Personal Leave).

3. The superintendent may waive the advance notice requirement for consecutive personal leave day requests.

c. Bargaining unit members who choose not to use their personal leave days during the school year (July 1 – June 30) shall have the following options.

1. one-time lump sum payment of $125.00 per un-used personal leave day to be paid on the last scheduled pay in June or

2. credit to their current sick leave accumulation up to the maximum accumulation permitted under the terms and conditions of the agreement.

3. Bargaining members may roll over one (1) personal day to the following year, members can accrue no more than four (4) personal days in a year.

2. Accumulation

There shall be no accumulation of personal days. If a member of the bargaining unit exhausts his/her sick leave, personal days must be used.

C. Family and Medical Leave Act (FMLA)

1. Eligible employees may take a combined total of 12 work weeks of unpaid leave during any one-year period for the employee's own illness, the birth and first year care of a child, the adoption or foster parent placement of a child, and for the care of a child, spouse, or parent who has a serious health condition. A serious health condition is an illness or injury requiring impatient care in a hospital or continuing treatment by a health care provider.

2. To be eligible for leave, an employee must have been employed for at least a year and worked for at least 1250 hours during the previous twelve months. Based on a 180-day year, a part-time employee would have to work approximately seven hours a day or 35 hours a week to be eligible.

3. An employee may not collect unemployment or other government compensation while on leave.

4. Employees must give at least 30 days' notice when taking leave, if possible.

5. Where leave is requested for a serious health condition, the Board may require the employee to substitute any accrued sick leave, personal leave, vacation leave, or medical leave for any part of the 12-week period. The Board may also require a doctor's certificate for leaves involving a serious health condition that affects either the employee or a family member.

6. When leave is requested for any other allowed reason (birth or adoption of a child, for example), the school Board also may require its employees to substitute any accrued paid vacation leave, personal leave, or family leave for any part of the 12-week period.

7. Employees requesting family or medical leave will be returned to their original position or to a position with equivalent pay or benefits.

8. The Board of Education will maintain the employee's group health coverage, to the extent required by law. It will not continue seniority, life insurance, or other benefits. If the employee fails to return from leave, the school district will recover from the employee the health premium paid during the leave period.

9. If the school district employs both spouses, the district may grant them a total of twelve weeks leave each year. That does not apply to personal illness.

10. An employee may take twelve weeks of unpaid leave for a "serious illness of child (son, daughter, step-son, or step-daughter) documentation to the employer is necessary showing that in-patient care in a medical facility or continuing treatment by a health care provider is required.

11. Insurance coverage will continue, not to exceed twelve weeks at prevailing expense to the Board.

12. An employee may use unpaid leave for birth or adoption of a child, thus saving no more than ten sick leave days for future use (refer to FMLA #6).

D. Professional Leave

1. Each bargaining unit member shall be entitled to receive one (1) professional leave day of his or her choice per year (July - June 30). On any given scheduled school day no more than three (3) teachers will be permitted to be out of the district for teacher- initiated professional leave. It is the Superintendent's discretion to grant a member of the bargaining unit more than one (1) day of professional leave per year.
2. Requests for attendance at professional meetings or conferences must be made on the Professional Leave Request Form prior to attending the conference. This form should be on file with the Superintendent five (5) days before the regular monthly Board meeting
3. If requested by the Building Principal, a written report of the meeting shall be submitted within one (1) month following the conference. When two (2) or more of the personnel attend the same conference, a single report will suffice. Copies of the report shall be forwarded to the School Board members by the Building Principal and the Principal's copy shall be made available to other members of the faculty.
4. The Board will reimburse reasonable and necessary expenses for transportation, lodging and for registration fees, if presented a receipted bill and if the Superintendent or the Board have given prior approval for the expenditures. All advanced payments forwarded to the participant will be promptly returned to the treasurer should there be a cancellation of the teacher attendance at said meeting or conference.
5. The board will pay for travel and lodging for any conference within the state of Ohio at an amount not to exceed $100.00 per day.

E. Association Leave

1. The Board shall authorize a pool of up to a total of five (5) days of leave per year, with pay, for the use of members of the Association who are elected to represent the Association or who are chosen

to serve on programs or to represent the Association in any official capacity at meetings, conferences, or conventions attended by representatives of the Association.

2. Such leaves shall be approved upon submission of the Professional or Association Leave Request Form, submitted not less than 96 hours prior to the regular Board meeting, to the local Superintendent and with the prior written approval of the Association President or such other Association officer as the Association President may designate, in writing, to approve Association leave requests. In no event shall more than four (4) Association members have such leaves approved at the same time.

F. Leaves of Absence

1. Teachers desiring an unpaid leave of absence shall submit a letter, requesting said leave, to the Superintendent of Schools, indicating the effective date, reason for leave, and duration of unpaid leave, at least sixty (60) days prior to the effective date. In the event that extenuating circumstances exist, the sixty-day notification shall be waived.
2. Upon return from leave, said person shall be entitled to resume his/her duties as previously employed. Persons returning to duty early or later than the said terms of the approved leave shall have no guarantee of a position. Teachers on a board approved one-year leave of absence shall notify the Superintendent in writing prior to March 25th as to their intentions for the ensuing school year.
3. A teacher, on a board approved one-year leave of absence, who fails to notify the Superintendent in writing prior to March 25th as to his/her intentions, shall have no guarantee of a position for the ensuing school year, unless a bargaining unit position becomes available and the unit member on a board approved (one-year) leave of absence is qualified to teach in the available position.
4. A person requesting leave of absence may request that his/her insurance policies be maintained at his/her own expense. To be maintained, the employee must make payment to the Board Treasurer by the first day of each month that the billing is due.
5. The Board may grant leave up to a maximum of two (2) years for educational or professional purposes, and shall grant such leave where illness or other disability is the reason for the request, in accordance with Section 3319.13, ORC.
6. Leave of absence shall be considered on an individual basis by the Board.
7. Leave of absence without pay may be requested for maternity or adoption. Upon approval such leaves shall be for the remainder of the semester or school year in which the leave commences.

G. Unpaid Leave / Reduction in Salary

The salary of members of the bargaining unit who are authorized to take unpaid leaves of absence will be reduced in proportion to number of days in the contract year. Salaries for extended service time or supplemental contract duties will be reduced in proportion to the length of the extended service or supplemental contract duties.

H. Assault Leave

1. Any member of the bargaining unit employed by the Pleasant Local Board of Education physically assaulted while in the course of such teacher's employment or while performing services for the employer/school district at school-sponsored activities (whether or not specifically compensated for such services) and who is temporarily disabled by an injury resulting from physical such assault, shall remain on the payroll as a regular employee and shall receive all benefits. To be eligible for assault leave, the employee shall apply for Workers' Compensation. If Workers' Compensation benefits are paid for loss of work, the Board shall pay to such employee the difference between the benefits received from Workers' Compensation and the employee's regular salary. If no Workers' Compensation benefits are paid, the Board shall pay to the employee their per diem rate of compensation and all benefit.

   a. While on assault leave there will be no deduction of accumulated sick leave, personnel leave or any other leave accrued by a member.

2. Assault leave as provided herein shall not exceed more than thirty (30) work days. If Workers' Compensation benefits are being paid and subsequently terminate, so shall the assault leave. The Board may, upon request of the teacher, extend the assault leave for an additional period or periods as determined by the Board.

3. Should a physical assault occur, a union member may take reasonable and appropriate measures to defend himself/herself according to the following established guidelines:

   a. Use your voice first; verbal instructions should be given before and during any physical intervention.

   b. Use force only when necessary to resolve the incident; this should be the minimum force required; lasting for the shortest practicable time the purpose should be restraint and reduction of risk.

   c. Do not strike blows or retaliate against pupils; to do so would exceed your authorization to intervene, and create significant risk of allegation of assault being made.

I. Personnel Absentee Report Form

A staff member will be required to enter leave in SCView within two days of their return to work.

J. Jury Duty/Court Leave

Teachers who serve on juries or who are subpoenaed mandating court appearance shall upon written request to the Superintendent be granted leave with pay for each school day that they are required to report for such duty. Teachers who have been notified that they will be called for jury duty shall notify the Superintendent as soon as reasonably possible. Per diem compensation paid such teachers for jury service on school days (exclusive of transportation, meals, lodging, and overtime compensation) shall be paid to

the Board of Education. The leave provided in this provision is in addition to all other leaves provided in this agreement.

K. Staff Meetings

1) Teachers will not be expected to remain longer than one (1) hour beyond the normal workday to attend required staff or other meetings with administrative personnel. These meetings shall be limited to fifteen (15) per year.

2) Required meetings over and above the fifteen (15) listed in Paragraph 1, which occur beyond the normal work day shall be compensated for hours in attendance at the rate of $25.00 per hour. This does not include time spent for open house, scheduled parent-teacher conferences, scheduled in- services, LPDC meetings, or meetings convened that relate to any part of the negotiated agreement (i.e., grievance, disciplinary, etc.) or those meetings agreed to by the superintendent, principal, and association president.

3) When Professional Development is required outside of the normal workday and it is longer than one hour, teachers will be compensated at a rate of twenty-five ($25.00) per hour. When Professional Development is required outside of the normal workday day and it is an hour or less, paragraph 2 will apply.

VIII. SALARY POLICIES

A. Pay Rate and Date

1. Effective September 1, 2010, members of the bargaining unit shall be paid on the fifth (5^{th}) day and the twentieth (20^{th}) day of each month thereafter at the rate of 1/24 of the contracted annual salary.

2. During the school term if a pay date falls on a holiday or weekend, the payroll will be credited to the member's account on the prior business day.

B. Salary Index

1. The salary index consists of five columns (BA, BA 150, Masters, Masters +20 and Masters +30) of figures to the fourth decimal place and years of experience from zero to twenty-five (25)

C. Salary Schedule with Steps

1. For members of the 2024-2025 bargaining unit the Board will adopt a salary schedule of 4% of the base for one school year effective July 1, 2024. For members of the 2025-2026 bargaining unit, the Board will adopt a salary schedule of 4% of the base for one school year effective July 1, 2025. For members of the 2026-2027 bargaining unit, the Board will adopt a salary schedule of 4% of the base for one school year effective July 1, 2026.

2. The second column on the salary schedule shall be BA 150 which shall mean 150 semester hours, or equivalent, including a Bachelor's Degree.

3. The "Masters" column on the schedule is for those who have a Master's Degree.

4. The "Masters Plus" column is defined as a Master's Degree plus twenty (20) semester hours, or equivalent. The "Masters +30" column is defined as a Master's Degree plus thirty (30) semester hours or equivalent. Credit hours over the Master's Degree must be earned in the area in which the teacher is currently certificated or in the field of education (professional course work) or in a planned pattern of education leading to additional certification areas. Accumulation of "plus" credit hours must begin after the awarding of the Master's Degree.

   When a teacher completes sufficient additional semester hours of college training to qualify for a higher classification within this Salary Table and files a transcript of college credits or other valid proof of such completed semester hours to the local treasurer, on or before the 15th of September of the first (1st) semester or January 20th of the second (2nd) semester, said teacher shall then qualify for the higher classification beginning with the first day of either the first or second semester. Procedures for such movement are:

   a. Notification of probable movement to the local Superintendent by at least 60 days prior to completion; and

   b. Completion of Request for Salary Advancement Form.

2024 - 2025 School Year 4%					
STEP	**BA**	**BA +150**	**Masters**	**M +20**	**M +30**
0	39,321	41,185	43,056	45,101	46,033
1	40,815	42,880	44,944	47,166	48,097
2	42,309	44,570	46,831	49,226	50,162
3	43,804	46,261	48,719	51,290	52,226
4	45,298	47,952	50,606	53,355	54,291
5	46,792	49,643	52,494	55,415	56,355
6	48,286	51,334	54,381	57,479	58,419
7	49,780	53,032	56,268	59,544	60,484
8	51,275	54,715	58,156	61,604	62,548
9	52,769	56,406	60,043	63,669	64,612
10	54,263	58,097	61,931	65,733	66,677
11	55,757	59,788	63,818	67,797	68,741
12	57,251	61,482	65,705	69,858	70,805
13	58,746	63,173	67,593	71,922	72,870

14	60,240		64,864		69,480		73,986		74,934
15	61,734		66,555		71,368		76,047		76,998
16	61,734		66,555		71,368		76,047		76,998
17	61,734		66,555		71,368		76,047		76,998
18	61,734		66,555		71,368		76,047		76,998
19	61,734		66,555		71,368		76,047		76,998
20	61,734		66,555		71,368		76,047		76,998
21	63,228		68,246		73,255		78,107		79,063
22	63,228		68,246		73,255		78,107		79,063
23	63,228		68,246		73,255		78,107		79,063
24	63,228		68,246		73,255		78,107		79,063
25	64,722		69,936		75,142		80,168		81,127

2025 - 2026 School Year 4%									
STEP	**BA**		**BA +150**		**Masters**		**M +20**		**M +30**
0	40,894		42,832		44,779		46,905		47,875
1	42,448		44,595		46,742		49,052		50,022
2	44,002		46,353		48,705		51,195		52,168
3	45,556		48,112		50,668		53,342		54,315
4	47,110		49,870		52,631		55,489		56,462
5	48,664		51,629		54,593		57,632		58,609
6	50,218		53,387		56,556		59,779		60,756
7	51,772		55,154		58,519		61,926		62,903
8	53,326		56,904		60,482		64,069		65,050
9	54,880		58,662		62,445		66,216		67,197
10	56,434		60,421		64,408		68,362		69,344
11	57,988		62,179		66,371		70,509		71,491
12	59,542		63,942		68,334		72,652		73,638
13	61,096		65,700		70,297		74,799		75,785
14	62,650		67,459		72,260		76,946		77,932
15	64,204		69,217		74,223		79,089		80,079
16	64,204		69,217		74,223		79,089		80,079
17	64,204		69,217		74,223		79,089		80,079
18	64,204		69,217		74,223		79,089		80,079
19	64,204		69,217		74,223		79,089		80,079
20	64,204		69,217		74,223		79,089		80,079

21	65,758		70,976		76,186		81,232		82,226
22	65,758		70,976		76,186		81,232		82,226
23	65,758		70,976		76,186		81,232		82,226
24	65,758		70,976		76,186		81,232		82,226
25	67,312		72,734		78,148		83,375		84,373

2026 - 2027 School Year 4%									
STEP	**BA**		**BA +150**		**Masters**		**M +20**		**M +30**
0	42,530		44,546		46,570		48,782		49,790
1	44,146		46,379		48,612		51,015		52,023
2	45,762		48,208		50,653		53,243		54,256
3	47,378		50,037		52,695		55,476		56,488
4	48,995		51,865		54,736		57,709		58,721
5	50,611		53,694		56,778		59,938		60,954
6	52,227		55,523		58,819		62,170		63,187
7	53,843		57,360		60,860		64,403		65,420
8	55,459		59,180		62,902		66,632		67,652
9	57,075		61,009		64,943		68,865		69,885
10	58,691		62,838		66,985		71,097		72,118
11	60,308		64,667		69,026		73,330		74,351
12	61,924		66,500		71,068		75,559		76,584
13	63,540		68,329		73,109		77,792		78,817
14	65,156		70,157		75,151		80,024		81,049
15	66,772		71,986		77,192		82,253		83,282
16	66,772		71,986		77,192		82,253		83,282
17	66,772		71,986		77,192		82,253		83,282
18	66,772		71,986		77,192		82,253		83,282
19	66,772		71,986		77,192		82,253		83,282
20	66,772		71,986		77,192		82,253		83,282
21	68,388		73,815		79,233		84,482		85,515
22	68,388		73,815		79,233		84,482		85,515
23	68,388		73,815		79,233		84,482		85,515
24	68,388		73,815		79,233		84,482		85,515
25	70,004		75,644		81,275		86,710		87,748

D. Insurance

The Board of Education may fully meet its obligation to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council or other similar program (COG). The Board shall provide health, dental vision and life insurance through the COG. The coverage shall be the standardized COG specifications.
In order to be eligible for insurance(s), an employee must be contracted for at least 30 hours per week.
Employees may not be paid cash in lieu of insurance benefits.

Coverages District's Health Insurance Program adopted coverage information Medical

A. The board will pay 84% of the monthly premium and full-time employees will pay 16% of the monthly premium for medical coverage.

B. District's Health Insurance Program The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of District's Health Insurance Program The Board shall provide health, dental, vision and life insurance through the District's Health Insurance Program. The coverage shall be the standardized District's Health Program specifications.

V. Preferred Provider - Doctors/Hospitals

A. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the District's Health Insurance Program.

B. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the District's Health Insurance Program.

VI. Preferred Provider - Prescription Drugs

The Board shall provide, through the District's Health Insurance Program, preferred provider drug program that, if the employee chooses to utilize, will include the following:

A. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

B. The employee will pay the co-payments using the District's Health Insurance Program schedule of benefits to the provider and the remaining will be direct billed to the insurance company.

C. The deductible will be waived.

D. The list of covered expenses shall be agreed upon by District's Health Insurance Program.

E. Mail order prescription: Determined by District's Health Insurance Program.

F. Generic: Generic drugs may be substituted where applicable in order for the insurance provisions to apply.

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of $20,000 for each employee contracted to work 30 hours or more per week. Bargaining unit members may purchase additional term life insurance at the group rate, in $5,000 increments, up to a maximum of $60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Dental Insurance

The Board shall provide dental coverage and contribute a maximum of $8.00 per month for single coverage and a maximum of $20.00 per month for family coverage.

SECTION 125 TAX SHELTER

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

The Board will contribute annually to the Flexible Spending Account (FSA) of each eligible employee in the following amounts:

Single Coverage $400 Family Coverage $800

VISION (if provided)

The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision Insurance equal to or exceeding the specifications below. The full cost of this program and any increases thereof, shall be paid as follows: The Board will contribute a maximum of $2.00 per month for single coverage and a maximum of $5.00 per month toward family vision coverage.

PREMIUM HOLIDAYS:

District's Health Insurance Program determines if the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

SPOUSAL COVERAGE:

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay

forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

E. Wellness Program

1. The Pleasant Local School District Board of Education will pay 50% of the cost of an individual adult membership to the Marion, Ohio, YMCA, or any other health fitness facility, less any applicable discount for corporate membership. The maximum allow- able cost will be $80.00 per family per year. The membership will be only for the employee, although the YMCA or other fitness facility may offer additional advantages to the employee. The member may not select cash in lieu of membership payment.

2. The enrollment period will be September 1 until September 20.

F. Mileage

Any member of the professional staff at Pleasant Local School District who uses his/her personal automobile in carrying out assigned duties, attending professional meetings for which attendance has been approved, or running other errands necessary for the overall school operation, shall be reimbursed based on the IRS standard mileage reimbursement rate established in January of each year.

G. Tax Sheltered Annuities & Other Voluntary Withholdings

1. Employees may sign up for tax-sheltered annuities including Ohio Public Employees Deferred Compensation, Ohio College Advantage, and 403(b) retirement accounts according to the terms of the Pleasant Local School District Section 403 (b) Plan approved by the Board of Education (Resolution 09-121 dated November 24, 2008). Employees may also sign up for other voluntary withholdings including, but not limited to, supplemental insurances. Voluntary withholdings shall be limited to no more than three (3) companies per employee. Introduction of a new company may cause up to a thirty-day window for enrollment in the new company. New companies shall be permitted to be introduced between August 15 and September 15.

2. Deductions will be made by the Treasurer of the Board from each pay regular period.

3. A tax-sheltered annuity or other voluntary withholding program must have a minimum of five employees with signed agreements prior to request for approval of payroll deduction.

4. Meeting with participants must be done off campus or during non-school hours. Companies approved by the Board may register with the Board and make arrangements with building principals to come on campus during school. Otherwise, companies may meet with members after school hours.

H. Direct Deposit

1. All members shall have their paycheck direct deposited.

2. A member may choose two account(s) into which their check will be deposited.

3. All members shall receive their payroll deposit notices via home or school email. Email address changes shall be acknowledged per written request from the member to the Board Treasurer.

I. Severance Pay

1. A certificated employee who elects to retire from active service is to be paid for one-quarter (1/4) of his/her accrued but unused sick leave credit. The maximum accrued but unused sick leave to be used for this payment will be 221 days (55.25 severance days).

2. Payment shall be based upon the employee's salary at the time of retirement.

3. Payment for sick leave on this basis shall be paid only once per employee and it shall be considered to eliminate all sick leave credit accumulated by the employee at that time.

4. Payment shall be based upon the employee's salary at the time of retirement and will be made on the second pay in the month following the month in which the employee retires. The employee must notify the Treasurer in writing of their effective retirement date and if the employee intends to defer his/her severance payment into a tax deferral instrument such as a 403(b) or 457 plan.

5. "Retirement" is to mean "as defined under STRS".

6. Any employee who has previously retired from a public retirement system in the state of Ohio is not eligible for severance payment from the Pleasant Local School District.

J. STRS Pick-Up

The Board shall assume and pay to the STRS the teachers' contributions required from time to time under 3307.26 of the Revised Code. These contributions, which are "picked-up" by the Board, shall be paid by the Board in lieu of contributions of the teachers. No teacher shall have the right to receive the contributed amounts individually instead of having them paid by the Board to the STRS. However, each teacher's compensation shall be restated and reduced on the effective date of this provision an amount equal to that contributed amount as may be required from time to time. Further, it is also agreed and understood that the Board shall not assume any tax risk or liability by reason of such pick-up of said contribution.

K. College Tuition Reimbursement

1. The Pleasant Local School District Board of Education shall provide a tuition bank of twenty thousand ($20,000) per school year.

2. Members of the bargaining unit shall become eligible for tuition reimbursement upon:

a. Completion of the Tuition Reimbursement Request Form.

b. Evidence of course completion with a passing grade. This may be provided by certificate of completion, transcript, or official grade sheet.
c. Evidence of payment for course work. This may be provided by a copy of the check and original bill or copy of original receipt of payment. This must show evidence of cost per credit hour.

3. No member may be paid for hours taken at a rate in excess of the actual cost per hour. No member shall receive payment in excess of funds actually spent.

a. Travel costs may not be included in costs.
b. Lab fees may not be included in costs.

4. Total number of hours submitted by all qualifying staff shall be used to be divided into the bank to determine rate of reimbursements at the end of the fiscal year (June 30).

5. Payment shall be provided to participants on the second payroll in July each year.

6. All qualifying course work must be completed at an institution approved for accreditation by the Ohio Department of Education and Workforce or an NCATE member school. Qualifying course work is defined as a field of study related to an Individual's Professional Development Plan (IPDP) within the education profession

7. Once all members have been reimbursed to the maximum amount allowed, any funds remaining shall roll over to the general fund.

8. The college tuition reimbursement fund will be used to pay registration/tuition fees or to reimburse any member who uses a professional development leave day to attend an approved continuing education program that provides participants with CEU's, PDU's or college credit.

L. Periods Substitute Teachers

1. Teachers may be asked to serve as a substitute and/or cover assignments when the teacher normally on duty is absent. A teacher has a right to refuse such assignment without fear of recrimination. The rate of pay for performing period substitution duties shall be eighteen dollars ($18.00) per period.

M. Supplemental Contracts

1. The percentages for these positions shall be figured on the base salary in each year of the contract respectively.

2. The Board of Education may not fill all of the positions as listed. It has full discretion in determining whether any, some, or all of those positions are necessary so far as issuing supplemental duty contracts.

3. a. The adoption of this schedule does not preclude the creation of new positions, determination of duties for those positions and for assignment of salaries to those positions at any time.

   b. New supplemental positions and the salary for those positions shall automatically become part of this contract.

4. When possible, supplemental contracts will be awarded prior to the start of the school year. All remaining open positions may be filled without posting after the first teacher in-service day.

5. a. Services by members of the bargaining unit extending before or after such member's regular duty day and not part of the member's regular teaching duties shall be deemed supplemental duties and shall be set forth in a limited contract of one year, or more.

   b. One-half the contracted amount shall be paid midway through the contract. Upon completion of said duties, (i.e., final performance, completion of inventory, completion of paperwork) as approved by the athletic director or building principal, whichever is applicable, the contract will be paid in full.

6. Teachers may be reemployed for supplemental duties prior to the Board action on teaching contracts. However, such reemployment is contingent on Board approval of the regular teaching contract.

7. Resignation from a coaching supplemental contract may not be accepted unless the resignation is from all teaching duties during the first two (2) years of a teacher's employment in the Pleasant School District.

8. All positions shall be posted for staff with percentages.

9. The Board of Education may fill a supplemental position from outside of the bargaining unit. In such situations the Board may pay less than, but not more than, the salary percentages as listed in the Supplemental Salary Schedule.

10. The Board shall email vacancy lists before June 1 of all non-filled supplemental positions. Applications shall be written and delivered to the Superintendent.

11. Applicants for supplemental positions who have expressed intent and who are qualified, shall be considered for vacancies.

12. Evaluations

    a. Head coaches shall be evaluated with the adopted instrument by the principal, athletic director and by self-evaluation.

    b. Each assistant coach will be evaluated using the adopted form by the head coach of the sport and by the athletic director.

c. Non-athletic activities shall be evaluated by the principal, Superintendent and by self-evaluation using the adopted instrument.

13. Supplemental Contracts, which are granted as part of a job description, may not be resigned without permission of the Board.

14. All Supplemental Contracts listed under this section automatically expire (non-renew) at the end of the school year (June 30) without Board action or further notification from the Board.

Extra-Curricular Athletic

Position/Total Percent	Position/Total Percent	Position/Total Percent	Position/Total Percent
Football (boys) Head Coach 20% Asst. 1 10% Asst. 2 10% Asst. 3 9% Asst. 4 9% Asst. 5 8th Grade MS 8% Asst. 6 7th Grade MS 8% Asst. 7 MS 5%	SOFTBALL (girls) Head Coach 12% Asst. 1 7% Asst. 2 7% Summer 3% BASEBALL (boys) Head Coach 12% Asst. 1 7% Asst. 2 7% Summer 3%	CROSS COUNTRY Head Coach 8% Assistant Coach 3%	SOCCER (boys) Head Coach 8% Asst. HS Coach 3% SOCCER (girls) Head Coach 8% Asst. HS Coach 3%
BASKETBALL (boys) Head Coach 20% Asst. 1 10% Asst. 2 9% Asst. 3 8th Grade MS 8% Asst. 4 7th Grade MS 8% BASKETBALL (girls) Head Coach 20% Asst. 1 10% Asst. 2 9% Asst. 3 8th Grade MS 8% Asst. 4 7th Grade MS 8%	VOLLEYBALL Head Coach 12% Asst. 1 8% Asst. 2 7% Asst. 3 8th Gr MS 7% Asst. 4 7th Gr MS 7%	TRACK (boys) Head Coach HS 12% Asst. 1 7% Asst. 2 7% Asst. 3 MS 7% Asst. 4 MS 5% TRACK (girls) Head Coach HS 12% Asst. 1 7% Asst. 2 7% Asst. 3 MS 7% Asst. 4 MS 5%	RECREATIONAL COORDINATOR Football 3% Boys Basketball 3% Girls Basketball 3% Girls Volleyball 3% Soccer 3%
WRESTLING Head Coach 15% Asst. 1 8% Asst. 2 MS 8%	TENNIS (boys) 8% TENNIS (girls) 8%	CHEERLEADING Head Coach 7% Asst. 1 4% Asst. 2 MS 3%	BOYS GOLF 7% GIRLS GOLF 7%
MS ASST. ATHLETIC DIRECTOR 5%	BOWLING 7%	SWIMMING 8%	DANCE TEAM 6%

Extracurricular – ACTIVITY

POSITION	PERCENT
HIGH SCHOOL DRAMATICS	
H.S. Drama Club Plus Fall Play	2%
Mock Trial	2%
MUSICAL MAJOR PRODUCTION	
Director/Producer	10%
Assistant/Music Director	6%
Assistant Director Choreographer	5%
Accompanist	3%
Instrumental Director	4%
Art/Director	3%
OTHER MUSIC	
Pep Band	4%
Asst. Marching Band	4%
Vocal Music (Show Choir)	6%
Jazz Band	2%
STUDENT NEWS COORDINATOR	3%
NATIONAL HONOR SOCIETY	4%
YEARBOOK ADVISOR:	9%
MIDDLE SCHOOL YEARBOOK	2%
JR. CLASS/PROM ADVISOR	4%
HIGH SCHOOL STUDENT COUNCIL	2%
MIDDLE SCHOOL STUDENT COUNCIL	2%
WASHINGTON DC COORDINATOR	2%
5TH GRADE CAMP COORDINATOR	2%
TECHNOLOGY ASSISTANTS	12%
NATIONALLY BOARD CERTIFIED	$500 Stipend
LPDC COMMITTEE	
Chairperson	2%
Member	1%
Member	1%
Member	1%

N. 'Extended Time Contracts

"Extended Time Limited Contracts" are defined as those contracts requiring a certificated member of the bargaining unit to provide instruction or services that are prior to or subsequent to the contracted school year.

When it has been cooperatively determined, between the Administration and affected certificated staff members and their representative, that extended time is necessary to provide instruction and/or services that extends the time allotment within the regular school year, that, upon approval by the Board, said teachers shall be paid their per diem rate.

The determination by the Board to fill an extended time vacancy or the determination by the Board to create a new extended time vacancy shall cause the position to be posted.

Positions posted for extended time shall be awarded to the incumbent bargaining unit member, provided such individual has applied for the position in a timely manner and has not been reassigned to and/or requested an alternative teaching assignment for the upcoming school year, which does not have extended time associated with such position. Extended time shall not be granted to any bargaining unit member who is not in a position requiring such extended time.

Extended Time Limited Contracts granted under this section automatically expire (non-renew) at the end of the school year (June 30) without Board action or further notification from the Board Treasurer. Extended Time.

EXTENDED DAYS
SUPPLEMENTAL CONTRACTS

Band Director	25 days
Guidance, H.S.	20 days
Guidance, M.S.	5 days
Guidance, K-5	5 days
Vocal Instructor	15 days
School Psychologist	20 days
Literacy Coordinator	15 days
Gifted Coordinator	15 days

O. Employment of Retired Teachers

A. When the board of education determines it is in the best interest of the district to re-employ a retired educator, (teacher) such reemployment may be on a full-time or part-time basis.

B. Upon reemployment, the teacher will be subject to the "terms and conditions" outlined in the master agreement with the following exceptions:

1. An employee shall be placed at their respective educational column, at Step 0 per the negotiated salary schedule and shall remain frozen at Step 0 for the remainder of his/her reemployment with the district.

2. Employee understands and agrees that he/she will not be eligible to receive a continuing contract, but will be awarded a one (1) year limited contract (teaching and/or extended time) that will automatically expire at the end of the referenced school year, without Board action or further notice of non-renewal from the Board Treasurer.

3. Performance evaluations may be conducted yearly by the building Principal.

4. As a re-employed retiree, re-employment contributions and benefits shall be subject to all rules and regulations for coverage established by the State Teachers Retirement System ("STRS").

5. The employed retiree will be permitted to participate in any of the District's health insurance programs provided that he/she is willing to bear the total cost (board and employee share) for coverage.

6. The Board will provide the employee with a life insurance policy in the amount of $20,000.

7. Employee will not accrue seniority rights, nor be entitled to sabbatical leave, severance pay, college tuition reimbursement; or quality for any retirement incentive programs.

8. In a Reduction in Force (RIF) situation, the re-hired employee will be the first employee to be reduced.

IX. OTES 2.0

Any significant differences on evaluation(s), as set forth below, should be thoroughly analyzed and resolved, if possible. In the event the member does not agree with the principal's evaluation, such disagreement shall be filed, in writing, within five (5) days of the principal/member conference. Additional observations may be made by the Superintendent at his/her discretion or at the request of either the principal or member.

Violations of and compliance with, evaluation procedures, as set forth below, are subject to the grievance procedure, Article III. The substance of an evaluation that directly results from an evaluator's following the OTES model may not be grieved.

Evaluation for supplemental and regular bargaining unit member contracts shall be kept in separate envelopes in the personnel file.

A. Definitions

1. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

2. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.

3. Evaluation Framework: The document created and approved by the Ohio Department of Education and Workforce (ODEW) in accordance with section 3319.112(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers.

4. Evaluation Rating: The final, holistic evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle. The contract will be amended as the criteria / relevant law is amended. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective.

5. Evaluation Cycle: The period of time for the completion of the evaluation procedure.

6. Evaluation Instrument: The process and forms used by the teacher's evaluator. These forms can be found here: ohioes.com/login.

7. Teacher-level Value-Added: "Value-Added" refers to the value-added methodology provided by ODEW. Where value-added data exists, value-added data must be one of the high-quality student data measures used.

8. Evidence: Information collected and/or received by the evaluator to support and inform the accurate reflection of the Evaluation. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style survey, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, student work samples, professional growth plans, walk-throughs, observations, information conversation, and high-quality student data.

9. High-Quality Student Data: Information derived from instrument(s) rigorously reviewed and approved by local educators which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

10. Improvement Plan: A written plan developed by the evaluator, utilized when a teacher received a Rating of Ineffective on his/her Evaluation or on any individual deficiency in the evaluation system.

11. Ohio Evaluation System (OhioES): The electronic system used by the District to report aggregate teacher evaluation ratings to the Ohio Department of Education and Workforce (ODEW).

B. Purpose

The purposes of teacher evaluation are:

1. To serve as a tool to advance the professional development of teachers.

2. To inform instruction.

3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

4. To make retention and promotion decisions.

C. Application

The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

1. Teachers working under a license issued under Chapter 3319 of the Ohio Revised Code or a permanent or professional certificate under former section 3319.222 of the Revised Code who spend at least fifty (50) percent of their time providing student instruction.

D. Evaluators

1. An evaluator must be an ODEW credentialed employee of the District. Supervising Principals will generally be the evaluator for each teacher. Every effort will be made to ensure that the building principal (or assistant principal) will evaluate. However, if a supervising principal is unable to complete the evaluation, a credentialed evaluator employed by the district, approved by the superintendent will be appointed to complete the evaluation.
2. The person who is responsible for assessing a teacher's performance shall be:

   a. In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor. The designated supervisor may change under extenuating circumstances, with the Superintendent's approval.

   b. The evaluator shall not be a bargaining unit member unless chosen by the person being evaluated.

E. Evaluation Committee

The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of assessing and making recommendations concerning the procedure and process, including the evaluation instrument, and the determination of HQSD for the evaluation of teachers in the District.

1. Members will be comprised of teachers from the Pleasant Local School District who volunteer their time to serve on this committee for the duration of the school year.

2. All volunteers will be approved by the supervising principal prior to being placed on the Committee.

3. Supervising Principals will give Pleasant Association of Teachers an opportunity to share any concerns it might have about Committee volunteers.

4. The Committee should include five (5) teachers and an administrator. There shall be one Committee for grades K-4 and one for grades 5-12.

5. Meeting times are flexible and will be set by Committee Members.

6. Members will use the HQSD criteria established by ODEW.

F. Schedule for Evaluation

1. Teachers will be notified of their designated evaluator no later than September 15th of each school year, and within 5 workdays of any subsequent change.

2. Teachers may request a meeting with their evaluator to discuss the tools, processes, methodology, and the use of high-quality student data.

3. Classroom observations may be scheduled any day except: the day before or after Thanksgiving, Christmas, Spring Break; the day after the member returns from an absence; and, the last day of a grading period, unless agreed upon by both parties.

4. The evaluation shall be completed no later than the first (1st) day of May, and the teacher being evaluated shall be given access to the results of this evaluation, including the assigned evaluation rating, not later than the tenth (10th) day of May.

5. The Board may evaluate each teacher assigned an evaluation rating of Accomplished on the teacher's most recent evaluation conducted under this article once every three (3) school years so long as the teacher submits a self-directed professional growth plan that focuses on specific areas identified in the observations and evaluation, and the evaluator determines that the teacher is making progress on that plan. In that case, the evaluation shall be completed by the first (1st) day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth (10th) day of May of that school year.

6. The Board may evaluate a teacher assigned an evaluation rating of Skilled on the teacher's most recent evaluation conducted under this article once every two (2) school years so long as the teacher and evaluator jointly develop a professional growth plan that focuses on specific areas identified in the observations and evaluation, and the evaluator determines that the teacher is making progress on that plan. In that case, the evaluation shall be completed by the first (1st) day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth (10th) day of May of that school year.

7. In any year that a teacher is not formally evaluated pursuant to paragraphs 5 or 6, an evaluator shall conduct at least one (1) formal or informal observation of the teacher and hold at least one (1) conference with the teacher.

8. Teachers rated as Accomplished or Skilled may voluntarily choose to be evaluated before the excused window expires.

9. Teachers on Leave or Retiring

The Board may elect not to conduct an evaluation of a teacher who: (1) was on leave for fifty percent (50%) or more of the school year, as calculated by the Board; or (2) has submitted notice of retirement and that notice has been accepted by the Board on or before December 1 of the school year in which the evaluation is otherwise scheduled to be conducted.

G. Criteria for Performance Assessment

1. A teacher's performance shall be assessed based on the standards for the teaching profession as reflected in the criteria set forth in the evaluation instrument, which can be found here: ohioes.com/login.

2. No teacher shall be evaluated on his or her work performance except based on the observations of the principal, the walkthroughs that are set forth in this agreement, and other methods of obtaining data concerning the teacher's performance (e.g., high-quality student data and evidence of practice and professionalism). Teacher evaluation is an ongoing process.

3. All monitoring or observation of the work performance of a teacher shall be conducted openly with teacher being evaluated.

4. Any other matters coming to the attention of the administration in the ordinary course of conducting the business of the school district may be included in the evaluation after the member has been notified, in a conference, of such matters. Anonymous information and materials may not be included in the evaluation.

H. Guidelines

1. Performance Rubric:

a. Each teacher, up for evaluation, will be observed formally a minimum of two (2) times each year by his/her evaluator. These observations may be announced and will cover at least thirty (30) minutes of instruction. If possible, the Evaluation Committee recommends evaluators stay for a full instructional period for middle school and high school teachers and a complete lesson for elementary school teachers. Upon the request of the teacher, a pre-observation conference shall be scheduled at a mutually agreeable time during the grading period in which an observation takes place. The pre-observation conference will be used for the teacher to explain plans and objectives for the work situation to be observed and to gather any information specific to the students and teacher, such as students on IEPs, gifted students, and/or special circumstances.

b. If the Board has entered into a limited contract or an extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to section 3319.11 of the Revised Code.

c. Each teacher will be observed through a minimum of two (2) walkthroughs each year by his/her evaluator. Every walkthrough completed by an evaluator will be used as part of the teacher evaluation.

d. The post conference discussion between the evaluator and teacher should focus on identified area(s) of support. At this conference, the teacher may bring additional evidence from the observed lesson for the evaluator to consider before determining a holistic rating. Other key elements of the post-conference are determining area(s) of focus and discussing progress on the focus area(s). Post conferences generally may be held within ten (10) days after each observation.

2. High-Quality Student Data:

a. Teacher evaluation will use at least two (2) measures of district-determined high quality student data to provide evidence of student learning attributable to the teacher being evaluated.

b. When applicable, high-quality student data shall include the value added progress dimension and at least one (1) other measure of high-quality student data.

c. High-quality student data may be used as evidence in any component of the evaluation where applicable.

3. Final Holistic Rating:

Evaluators will use (ODEW) Guidance to determine a holistic rating of teacher performance to assess which performance level provides the best overall description of the teacher's practice and enter it into the Ohio ES Portal in accordance with (ODEW) guidelines.

I. Walkthroughs

1. A walkthrough is a formative piece of the evaluation.

2. Walkthroughs should last no longer than fifteen (15) minutes.

3. Teachers will receive written feedback by e-mail or in writing within two (2) weeks.

4. A minimum of two (2) walkthroughs shall be included in each evaluation cycle. Additional walkthroughs can be requested by the teacher in addition to employer-initiated walkthroughs.

J. Finalization of Evaluation

1. Written Report

Before the evaluation cycle is final, and not later than May 10, the formal written evaluation report shall be accessible to the teacher and a conference may be held between the teacher and the evaluator.

2. Completion of Evaluation Cycle

The holistic evaluation of a teacher shall be based upon high-quality student data and teacher performance. The evaluation report shall be completed by May 10.

3. Response to Evaluation

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

K. Teacher/Coach for Teachers on an Improvement Plan

The District may provide teachers under an improvement plan with a teacher/coach who is not the credentialed evaluator.

L. Due Process

A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

M. Professional Growth and Improvement Plans

1. Professional Growth or Improvement Plans help teachers focus on areas of professional development that will enable them to improve their practice. Teachers are accountable for the implementation and completion of the 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. Professional Growth or Improvement Plans may support the goals of the Individual Professional Development Plan or IPDP. The Professional Growth or Improvement Plan is not intended to replace the IPDP.) The Professional Growth or Improvement Plan and process includes feedback from the evaluator, as well as the teacher's reflection, and the support needed to further the teacher and students (based on available data), and specifically relate to the teacher's areas for growth as identified in the teacher evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time). The Professional Growth or Improvement Plan should be reflective of the data available.

2. Professional growth and improvement plans shall be developed as follows:

   a. Teachers with a final holistic rating of Accomplished will develop a self-directed professional growth plan each year.

   b. Teachers with a final holistic rating of Skilled, and those who are new to the District or the profession, will collaboratively develop a professional growth plan with the evaluator each year.

   c. Teachers with a final holistic rating of Developing will develop a professional growth plan each year that is guided by the evaluator.

   d. Teachers with a final holistic rating of Ineffective will be placed on an improvement plan each year that is developed by the evaluator.

3. Professional growth and improvement plans written for the school year shall be developed no later than September 30th.

4. Professional growth and improvement plans shall describe the specific performance expectations, timelines for completion, resources and assistance available.

5. The Board shall provide for professional development and for the allocation of financial resources to accelerate and continue teacher growth and improvement and to provide support to poorly performing teachers.

6. A professional improvement plan is a clearly articulated assistance program for a teacher whose final summative rating is Ineffective or who is deficient in any individual component of the evaluation system.

Accomplished Final Holistic Rating	Skilled Final Holistic Rating	Developing Final Holistic Rating	Ineffective Final Holistic Rating	No Previous Rating	Description of Requirements for Professional Growth or Improvement Plan
X	X	X		X	Growth Plan
			X		Improvement Plan
X					Self-Directed by Teacher
	X			X	Jointly Developed by Teacher and Evaluator
		X			Guided by Evaluator
			X		Developed by the Evaluator
X	X	X	X	X	Professional Conversations
X	X	X	X	X	Focused Observation
X	X	X	X	X	Mid-Year Progress Check
X	X	X	X	X	End of Year Evaluation

N. Roles of OTES Participants

1. Teachers – Each employee who meets the definition of teacher in Policy 3220 is obligated to complete all phases of the Ohio Teacher Evaluation System as specified in this Article.

   a. All teachers are accountable for progressing through their growth or improvement plan.

   b. Each teacher must comply with the district timeline for due dates related to teacher evaluation in order for Final Holistic Ratings to be compiled by the evaluator prior to May 10th.

2. Principals/Evaluators

a. Principals will give teachers access to the Ohio ES Portal.

b. Several meetings with individual teachers should take place over the course of the year to provide opportunities for professional conversation or direction about performance, goals, progress, as well as supports needed. It is at these meetings that teachers can share their concerns.

c. All Observation Rubrics must be completed by May 1st.

d. Evaluators will oversee the completion and implementation of growth or improvement plans for each teacher.

3. Superintendent

a. Facilitates screen set-up in the Ohio ES Portal.

b. Give Principals/Evaluators access to the Ohio ES Portal.

c. Oversees the high-quality student data options.

d. Recommend renewal or nonrenewal of teaching contracts to the Board of Education with action to be taken on or before June 1.

e. Report Aggregated Teacher Ratings to (ODEW) through the Ohio ES Portal or other method approved by (ODEW).

X. CONTRACT POLICIES

A. Labor Management Committee

A Labor Management Committee shall be established and trained by the Federal Mediation and Conciliation Service.

The parties agree that the purpose of the Labor/Management Committee (LMC) is to confer on matters dealing with the overall operation of the school as it pertains to the Association, and to discuss concerns/problems encountered in the workplace.

The LMC shall meet monthly upon request by either party. Arrangements for the meeting and an agenda shall be agreed upon before the meeting takes place.

Representatives to the LMC shall be two (2) from the Association and two (2) from the Board. Members shall be appointed by the Association President and Superintendent/designee respectively.

B. Severability

1. To the extent that any provision of the Board Policy Manual, the Teacher's Handbook, or other regulation or procedure conflicts with a provision of this agreement, the provision of the agreement shall have precedence.

2. Any item not covered in this agreement may be covered by existing Board policy or Administrative regulation, provided that such policies and regulations shall not conflict with the provisions of this agreement.

3. The President of the Association and the Superintendent may meet privately during the term of this agreement for the purpose of discussing the amendment of this agreement. In the event this discussion produces a mutual accord that a specific amendment is desirable, such proposal for amendment will be referred to a Joint Negotiating Committee and, if the amendment is mutually agreed upon by the Joint Committee, it will be submitted for ratification by the Board and the Association Executive Committee. A copy of the amendment will be given to each member of the Board, each administrator, and each member of the bargaining unit.

4. If clarification of any part of this agreement is desired, the Superintendent and the President of the Association, with concurrence by the Association Executive Committee, may enter into a Memorandum of Understanding which clarifies the meaning or intent of the part in question. Copies of the Memorandum will be sent to all parties mentioned in paragraph 3 above.

C. No Strike Clause and No Lock-Out Clause

1. The Association and its members agree that they will not cause, not sponsor, or take part in any strike or work stoppage against the Pleasant Local School District except as may be authorized in Chapter 4117 of the Ohio Revised Code.

2. Board agrees to no lock-outs.

D. Duration

This contract shall be in effect from 0001 hours, July 1, 2024 until 2400 hours June 30, 2027.

In witness whereof the parties hereto have caused this agreement to be signed by their respective Presidents, attested to by their respected officers and Chief Negotiators, in accordance with Section II. J. of this Agreement.

President P.A.T. Pleasant Schools

Vice-President, P.A.T.

Chief Negotiator, P.A.T.

5/23/24
Date

President, Pleasant Bd. of Education

Treasurer, Board of Education

Chief Negotiator, Board of Education

5/23/24
Date

XI.
MISCELLANEOUS
ITEMS

PLEASANT LOCAL SCHOOL DISTRICT'S TEACHER DRESS CODE

Staff members' dress must reflect a professionalism, which enhances the learning climate of the building. It is important that the staffs' appearance sets a tone and establishes themselves as role models for our students. Thus, overly casual dress will be prohibited. Business casual, however, is appropriate (i.e. ties optional, collared shirt required).

Staff members will not wear clothing supporting any Pre-K-12 School System other than Pleasant Local Schools.

Staff members will dress in business professional (as opposed to business casual) during any meetings deemed necessary by the building administration.

Jeans are permitted the last day of the school week. School logo shirts are encouraged on this day. Staff members are encouraged to participate in school organized spirit days.

Shoes will align with business casual. Staff members with orthopedic concerns will follow doctor orders. Turn doctor's note into building administrator.

Some teaching positions may dictate the style of dress. For example, physical education teachers are permitted to wear clothing conducive to teaching of physical activity. Check with building principals for expectations/allowances.

Anything prohibited in the student handbook is also prohibited for staff.

Professional/Association Meeting Request Pleasant Local School District

Name:_____ Date:_____

Building:_____ Subject/Grade Level_____

Name of Seminar :(please attach copy of flyer)_____

Sponsor of Meeting:_____ Member _____yes _____no

Place Where Meeting is to be Held:_____

City and/or State:_____

Date(s) of Meeting:_____

Purpose of Meeting:_____

_____

Reason (s) for Requesting
Attendance:_____

_____

Will Substitute teacher be needed Yes_____ No_____

Estimated Expenses (approximate dollar amounts):

Registration_____ Lodging_____
Mileage_____ Other_____
Meals_____ Total_____

Are any of the above expenses to be reimbursed? Yes_____ No_____

Are you willing to pay any of the above expenses? Yes_____ No_____

Recommended? Yes _____ No_____ _____ _____
Principal Date

Approved? Yes_____ No_____ _____ _____
Superintendent Date

Account from Which Expenses are to be Paid:_____

REQUEST FOR SALARY SCALE ADVANCEMENT

(PLEASE FORWARD TO THE SUPERINTENDENT'S OFFICE)

The P.A.T. Master contract states: When a teacher completes sufficient additional semester hours of college training to qualify for a higher classification within this Salary Table, and files a transcript of college or other valid proof of such completed semester hours to the local treasurer, on or before the 15th of September of the first (1st) semester or January 20th of the second (2nd) semester, said teacher shall then qualify for the higher classification beginning with the first day of either the first or second semester.

Name _____ Building Assignment _____

Present Salary: _____ School Year _____

Degree: _____ Years of Experience _____

Requesting Advancement To:

Degree: _____ Years of Experience _____

No. of Semester Hours Completed: _____ No. of Quarter Hours Completed: _____

Please request the respective university to forward an official transcript to the Pleasant Local School District, 1107 Owens Road W., Marion, OH 43302, Attention - Superintendent of Schools.

PLEASE NOTE: An official transcript is one that is forwarded directly by the university to the Pleasant Local School District.

****

(To be completed by the Superintendent)

Transcripts received: Yes _____ No _____

_____ Recommended for advancement on the salary schedule

From: Degree _____ Years of Experience _____ Salary _____

To: Degree _____ Years of Experience _____ Salary _____

_____ Request denied

_____

_____

_____

_____

Superintendent

********** (To be completed by the Treasurer's Office)

Official Board action was taken at the _____ Board Meeting. Advancement on the salary schedule will be effective _____.

Treasurer cc: Personnel File

PLEASANT LOCAL SCHOOLS

COLLEGE TUITION REIMBURSEMENT REQUEST FORM
(TR-201)

NAME: _____ SCHOOL YEAR _____

SS # _____ BUILDING _____ DATE _____

COLLEGE INFORMATION

1. College/University _____
2. Department _____
3. Course Title _____
4. Course Number _____
5. Credit Hours _____ Semester OR Quarter

REIMBURSEMENT INFORMATION

1. Evidence of course completion with a passing grade
   This may be provided by certificate of completion, transcript, or official grade sheet.
2. Evidence of payment for coursework with a copy of the check and original bill or copy of the original receipt of payment showing the cost per credit hour.

Signature of Teacher _____ Date _____

Signature of Superintendent _____

_____ Approved _____ Disapproved

Reason: _____

Treasurer's Office:
Date Received _____
Hours on this request: _____
Total hours for this individual _____
Payment approved: _____ Amount per hour _____
Total payment this request _____

TUITION AUTHORIZATION VOUCHER
THE OHIO STATE UNIVERSITY AT MARION

(This section to be completed by school district.)

Name of School District _____ Name of School _____

Name of Employee _____ Employee's Social Security Number _____

Year

Tuition Amount Authorized _____ Quarter _____

Restrictions imposed by school district (circle one) None See Below

_____

School District Signature and Title _____ Date _____ Employee Signature _____

The tuition amount authorized may be used in payment of up to two-thirds of the Instructional Fees and General Fee at OSU Marion during the quarter indicated. Bring this voucher, your fee statement, and a check for the balance to The Ohio State University at Marion Business Office by the deadline shown on the fee statement. Unused portions revert to the school district for use in later quarters until they expire.

(This section to be completed *by* OSU Marion Business Office.)

Instructional Fee _____

General Fee _____

Number of Credit Hours Enrolled _____ Non-resident Fee _____

College of Enrollment _____ Insurance _____

Tuition Authorization Account #200960-221 _____ Total Fees Due _____

Less Tuition Authorization Amount _____

_____

OSU Marion Business Officer

Balance Due from Student _____

Date_____

PLEASANT LOCAL SCHOOL DISTRICT

Grievance # GRIEVANCE REPORT FORM ADDENDUM A

GRIEVANCE REPORT
(Submit to Principal in Triplicate)

Name of Grievant _____ Date Filed _____ Building

_____ Assignment _____

STEP I (PRINCIPAL)

A Date cause of grievance occurred: _____

B. 1. Statement of Grievance: (Concise statement of facts upon which grievance is based, including specific provisions of the Master Agreement allegedly violated, misinterpreted or misapplied: _____

_____

_____

_____

_____

_____

B. 2. Relief Sought: _____

_____

_____

_____

Signature of Grievant _____ Date

_____

C. Disposition by Principal: _____

_____

_____

_____

Signature of Principal _____

Date _____

GRIEVANCE REPORT FORM (Continued)

STEP II (SUPERINTENDENT) A.

Position of Grievant:

_____

_____

_____

_____

Signature of Grievant _____

Date _____

B. Date Received by Superintendent or Designee: _____

C. Disposition by Superintendent or Designee: _____

_____

_____

Signature of Superintendent or Designee _____

Date_____

STEP III (BOARD) A.

Position of Grievant

_____

_____

_____

Signature of Grievant _____

Date _____ Date

Received by BOARD: _____

Date Board meets with Grievant: _____

Disposition by Board: _____

_____

_____

_____

GRIEVANCE REPORT FORM (Continued)

STEP IV (ARBITRATION)

B. Position of Grievant (Notification of intent to proceed to arbitration) _____

Signature _____

Date _____

Date Received by Arbitrator: _____