

**Summary of Conceptual Agreements
for a Successor Master Agreement
between the
Pickerington Education Association
and the
Pickerington Local School District
Board of Education**

June ____, 2011

General Provisions

1. All Articles of the Master Agreement, effective July 1, 2008 through June 30, 2010, and extended through the 2010-2011 contract year, be continued in their current form into a successor Master Agreement, save those specific Articles that are proposed for change herein.

2. The Memorandum of Agreement regarding Article 29 Unit Member Day and Year, agreed upon by the parties on or around January 11, 2011, shall be appended to the Master Agreement.

ARTICLE 7

SALARY SCHEDULES

Salary Schedule 2011-2012 & 2012-2013

A base and step freeze (both horizontal and vertical) will be implemented for all unit members for the 2011-2012 contract year. The Board will pay a one-time stipend of \$500 to all unit members, prorated on their FTE status, for the 2011-2012 contract year.

A base freeze will be implemented for all unit members for the 2012-2013 contract year. The Board will recognize movement of a single vertical step, and horizontal column movement, for the 2012-2013 contract year.

ARTICLE 8
SALARY SCHEDULE RULES AND REGULATIONS/
PROFESSIONAL GROWTH

A. SALARY SCHEDULE RULES AND REGULATIONS

1. Schedule is based on one hundred eighty-six (186) days of annual service - one hundred eighty-seven (187) days for new unit members.
2. Each unit member who has completed training, which would qualify him/her for a higher bracket, shall file with the Treasurer of the Board by September 15 an official transcript to verify Bachelor's and Master's degrees. Official grade slips may be used for verification of 150 hours, MA+15, MA+30, and MA+45.

Salary adjustments will be made according to the following schedule:

- ~~First pay period of the school year for unit members who submit verification of additional training prior to August 15.~~
- First pay period in October for unit members who submit verification of additional training prior to September 15. This increase will be retroactive to the beginning of the contract year and will be prorated over the remaining pays.
- Second pay period in February for unit members who submit verification of additional training by January 31st. This increase will be calculated on a per diem basis from the first workday of the second semester through the end of the year and will be prorated over the remaining pays.
- First pay period in June for unit members who submit verification of additional training by May 15th. This increase will be calculated on a per diem basis from May 15 and prorated over the remaining pays.
- See calculation reference sheet in Appendix 1.
- When a filing deadline falls on a date when school is scheduled to be closed, verification must be submitted by the last previous date that school is open.

B. PROFESSIONAL GROWTH COLLEGE CREDIT

Due to the District-wide reduction in force for financial reasons that is being implemented for the 2011-2012 contract year, the \$120,500 reimbursement of professional growth expenditures will be suspended for the 2011-12 and 2012-13 contract years.

ARTICLE 9
SUPPLEMENTAL DUTY SCHEDULE

Coaches and advisors of extra-curricular activities shall be compensated as set forth in the schedule, which is included and made a part of this Agreement. The following *schedule* shall be used to determine compensation for supplemental duties:

<u>GROUP</u>	<u>0</u>	<u>1&2</u>	<u>3&4</u>	<u>5&6</u>	<u>7&8</u>	<u>9&10</u>	<u>11&12</u>	<u>13&14</u>	<u>15 or more</u>
<i>1</i>	<i>\$3,000</i>	<i>\$3,500</i>	<i>\$4,000</i>	<i>\$4,500</i>	<i>\$5,000</i>	<i>\$5,500</i>	<i>\$6,000</i>	<i>\$6,500</i>	<i>\$7,000</i>
<i>2</i>	<i>\$2,500</i>	<i>\$3,250</i>	<i>\$3,500</i>	<i>\$4,000</i>	<i>\$4,250</i>	<i>\$4,750</i>	<i>\$5,000</i>	<i>\$5,250</i>	<i>\$5,500</i>
<i>3</i>	<i>\$2,250</i>	<i>\$2,500</i>	<i>\$2,750</i>	<i>\$3,000</i>	<i>\$3,500</i>	<i>\$3,750</i>	<i>\$4,000</i>	<i>\$4,250</i>	<i>\$4,500</i>
<i>4</i>	<i>\$2,000</i>	<i>\$2,250</i>	<i>\$2,500</i>	<i>\$2,750</i>	<i>\$3,000</i>	<i>\$3,250</i>	<i>\$3,500</i>	<i>\$3,750</i>	<i>\$4,000</i>
<i>5</i>	<i>\$1,500</i>	<i>\$1,650</i>	<i>\$1,800</i>						
<i>6 and 6B</i>	<i>\$1,200</i>	<i>\$1,350</i>	<i>\$1,500</i>						

RULES AND REGULATIONS

- A. Experience shall be defined as paid, previous experience in the sport or activity.
- B. Coaches and advisors of activities new to the Pickerington School District may be given a credit for years of paid coaching or paid advisory experience in the same sport or activity outside the Pickerington School District, up to a maximum of seven (7) years of credit. The Board may grant additional experience credit beyond *seven* (7) years. Initial placement for reemployed teachers for any supplemental positions shall not exceed five (5) years credit on the supplemental salary schedule.
- C. *Coaches or advisors who have 0 years of experience in said activity and either: (1) move from one sport or extra-curricular activity to different sport or extra-curricular activity, or (2) are awarded a supplemental contract for a new sport or extra-curricular activity, shall be placed at step 0 of the supplemental salary schedule for the new sport or extra-curricular activity.*
- D. *Members holding a supplemental contract in Group II or below who move to Group I within the same sport shall be placed at the lowest step in Group I which results in an increase in the member's pay.*
- E. *Compensation for a supplemental contract that is shared between two (2) or more persons shall be paid on a pro-rata basis according to the number of persons holding the supplemental contract. The years of credit applied to the shared supplemental contract shall be determined by the number of years experience per individual.*
- F. When a new supplemental duty position develops, the Superintendent or designee shall determine the **Group** placement after consultation with the **Director of Student Activities** for coaching positions. Following approval by the Board for any new supplemental duty position, the Association shall be immediately notified of the new position and its **Group**

placement. In the event that the Association disagrees with the **Group** placement of the positions, ***the Board and the Association agree to meet within thirty (30) days of a written request by the Association to discuss this subject.***

- G. The Board retains the right to determine when a supplemental vacancy exists as indicated in Board Policy IGDE.
 - 1. Student interest and participation is sufficient to justify the sport or activity.
 - 2. A qualified ***individual applies*** to fill the posted vacancy.
- H. No unit member shall have his/her regular teaching contract non-renewed because of a failure to accept a supplemental duty contract, nor have his/her regular teaching position changed or shifted in any way without his/her consent except in the areas of band and instrumental music. Also, continued employment in a teaching position shall be unaffected by performance in a supplemental position, unless such performance demonstrates good cause for termination or non-renewal.
- I. All non bargaining unit members holding extra-curricular supplemental contracts will automatically non-renew at the end of each school year. These positions will be posted yearly with notification to all unit members. Interested members will follow notification procedures per the respective posting. A non bargaining unit member will not be employed until unit members have been interviewed. Final selection shall be made based on qualifications as determined by the ***Director of Student Activities***. The Superintendent will have the final decision to recommend supplemental assignments to the Board for approval.
- J. In the event a unit member is hired by the Board for a supplemental position and participation or interest are not sufficient to sustain the activity, the unit member shall be offered another vacant supplemental position (***if qualified***) or be given first consideration when a vacancy becomes known.
- K. All supplemental contracts will include a beginning and ending date and shall automatically expire on the ending date without Board action of non-renewal or notification.
- L. All supplemental salaries will be calculated to the nearest dollar.
- M. No unit member shall be asked to complete an evaluation of any other unit member. The head coach will provide input on his/her assistant coaches during his/her summary conference with the ***Director of Student Activities***.
- N. ***All head coaches will receive a one time supplemental payment on the following dates for each season or activity starting in the 2011-2012 school year:***
 - 1. September 5, 2011 – Fall season***
 - 2. December 5, 2011 – Winter season***

3. March 5, 2012 – Spring season

Assistant coaches will receive a one time supplemental payment at the end each season, when all duties are fulfilled.

All year long supplementals will be paid throughout the contract year once the position has been approved by the Board of Education.

Any overpayments will be deducted from the member's paychecks.

- O. All H.S. head coaches *and marching band directors* are permitted ten (10) *student* contact days (maximum) of pre-season conditioning pay at \$45.00 per day. *Documentation is required.*

ARTICLE 10

GROUP ASSIGNMENTS
FOR EXTRA-CURRICULAR ACTIVITIES

GROUP I

Head Football Coach
Head Basketball Coach
Head Wrestling Coach
Marching Band Director (**Summer and Fall**)
Head Tennis Coach
Head Golf Coach
Head Swimming Coach
Head Soccer Coach
Head Baseball Coach
Head Softball Coach
Head Volleyball Coach
Head Track Coach
Head Cross Country Coach
Head Cheerleading Coach – **Per Fall and Per Winter Seasons**

GROUP II

H.S. Varsity Assistant Coaches of Group 1 identified sports
J.V. Coaches of Group 1 identified sports
Freshman Coaches of group 1 identified sports
HS Asst Marching Band Director (**Summer and Fall**)
HS Fall Drama Director
HS Spring Musical Director

GROUP III

Junior High Head Coach
Junior High Cheerleading Coach- **Per Fall and Per Winter Seasons**
Strength Coach
H.S. Vocal Ensemble Director (*Chorale*)
Attached Units Advisor

GROUP IV

Assistant Junior High Coaches
HS Band Director (**Winter and Spring**)

GROUP V

High School Student Council Advisor
High School Senior Class Advisor
High School Junior Class Advisor
High School Dance Team Advisor
High School Honor Society Advisor
QST High School
QST Junior High
Junior High Student Council Advisor

GROUP VI

Industrial Arts Maintenance (1/2 increment)
Panther/Tiger Tech Crew
HS Theatre Musical Assistant
HS Asst Band Director (**Winter and Spring**)
Special Olympics Advisor
FCCLA Advisor
HS Strings Ensemble
Percussion Ensemble

GROUP VI B

High School Clubs
Art Club Advisor
Chess Club Advisor
Drama Club Advisor
Ecology Club Advisor
French Club Advisor
German Club Advisor
Sign Language Club Advisor
SADD Advisor
Ski Club Advisor
Spanish Club Advisor
Newspaper
Yearbook
In The Know
Science Olympiad
Mock Trial

Junior High Yearbook

All Activities in Group VI B carry a board approved student fee. The advisor stipend is the total of the student fees collected per activity including benefits, not to exceed Article 9, 6b.

Additional High School clubs may be petitioned for via the building BAC. Board of Education approval is required.

STIPENDS

- A. *Athletic Event Supervisor* - \$4,000 *1 FTE per each Junior High and High School Stipend may be divided per three athletic seasons.*
- B. *The positions of JH Vocal Ensemble Director, JH Instrumental Instructor, and JH Strings Ensemble Director* will *receive a* \$60.00 stipend for each performance beyond their job description and outside the regular school day. These assignments are limited to a maximum number of ten (10) performances per school year per building.
- C. A stipend of \$600 will be provided to each high school for the combined position of Freshman/Sophomore Class Advisor. Position may be separated for ½ stipend.

DEPARTMENT HEADS

- A. Department heads may be established in grades 7-12 for the following departments.

High School

Foreign Language
Guidance
Language Arts
Math
Science
Social Studies
Special Education
Art (3/4 increment)
Industrial Technology (3/4
increment)
Music (1/2 increment)
Phys. Ed/Health (1/2 increment)

Junior High

Lang. Arts/Social Studies (full increment)
Math/Science (full increment)
Special Education (1/2 increment)

- B. Department heads will receive a stipend of \$2,500.00 based on 1.0 FTE.
- C. Duties and responsibilities will be established by the ~~Assistant~~ Superintendent/*designee*.
- D. The parties intend that if department heads are established, then all department head positions will be offered. Should the financial condition of the district prevent the establishment of all department head positions, an individual department head may be implemented for a specific purpose. In such cases, a committee comprised of three (3) unit members selected by the Association and three (3) administrators will review the need for a particular department head position and make a specific recommendation to the Board.
- E. In the event that department head positions are not established, no unit member shall be asked or required to perform department head duties.

F. Science, Math, English, Foreign Language and Social Studies Department Heads at the high school will be permitted *two (2)* release days (each) during and one (1) day (each) before and after the school year. Each of the following high school department heads will also receive additional time as listed below.

	<u>Extended Duty Days</u>	<u>Release Days</u>
Special Education	2	2
Art	1	2
Industrial Technology	1	2
Music	0	2
Physical Education/Health	0	2

Each of the following junior high school department heads will receive additional time as listed below.

	<u>Release Days</u>
Lang. Arts/Social Studies	2/2
Math/Science	2/2
Special Education	2
Art/Music	0
PE/Health	0

G. The Association may request an increase in Department Head increments from one-half to full.

ARTICLE 12
INSURANCE BENEFITS

The Board agrees to provide the following insurance benefits for all regular unit members:

A. HOSPITALIZATION AND MAJOR MEDICAL

See **Appendix A-30** and below for information regarding hospitalization and major medical coverage. *The Board will provide the current health plan, or one or more health insurance plans as recommended by the insurance committee and approved by the Board, with Board contributions as follows:*

Single coverage (2011-12) Board pays ~~95%~~ **85% (maximum \$517.89 per month)**¹
Employee pays ~~5%~~ **15%**
up to fifteen dollars (\$15) per month

Family Coverage (2011-12) Board pays ~~90%~~ **85% (maximum \$1,186.03 per month)**²
Employee pays ~~10%~~ **15%**
up to seventy five dollars (\$75) per month

Single coverage (2012-13) Board pays 85%
Employee pays 15%

Family Coverage (2012-13) Board pays 85%
Employee pays 15%

2. The Board will offer a Section 125 plan with medical and dental insurance.

a. Flexible Spending Account (IRS 125). ~~Effective January 1, 2009~~ The District will provide a Flexible Spending Account for employee pre-tax contribution medical and child care expenses to be paid by pre-tax dollars in keeping with provisions of IRS Code 125. The Plan's administrative fees, if any, will be paid by the ~~Board of Education.~~ *employees participating in the Plan.*

b. Flexible Spending Account (IRS 125) for Premium Contribution. The District will continue to provide for the employee contribution to medical and dental insurance premiums to be paid by pre-tax dollars in keeping with the provisions of IRS Code 125. The administrative fee, if any, will be paid by the Board of Education.

3. ~~If two married full-time members are employed by the Board, they will be granted a twenty-five percent (25%) reduction in their share of the monthly premium for~~

¹ Based on 85% of the current single health plan, priced at \$609.28 per month, per the September 1, 2011 Anthem renewal rates.

² Based on 85% of the current family health plan, priced at \$1,395.33 per month, per the September 1, 2011 Anthem renewal rates.

~~family coverage.~~ Two married full-time unit members may choose either two (2) single policies or one (1) family policy.

	United Health Care*	
	In-Net	Out-Net
Deductible	\$25 individual	\$300/\$600
Maximum Out-of-Pocket	\$500/\$1,000	\$1,000/\$2,000
Pre-Natal Care Physician Office Visit	\$15 copay (1 st visit only)	Deductible, 80%
Newborn Hospital	Deductible, 100%	Deductible, 80%
Well Baby Care & Immunizations to 1 \$500 per year Combined In/Out Network	\$15 copay	Deductible, 80%
Well Baby Care Age 1 to 9 \$150 per year Combined In/Out Network	\$15 copay	Deductible, 80%
Routine Mammography	\$15 copay - OV 100% Outpatient Diagnostics	Deductible, 80%
Routine Vision Exam	\$15 copay, Annual Eye Exam	Deductible, 80%
Routine Pap Smear	\$15 copay	Deductible, 80%
Emergency Room	\$75 copay	\$75 copay
Urgent Care	\$15 copay	\$15 copay
Prescription Drugs Retail 31 day supply	Tier 1 - \$7 Tier 2 - \$15 Tier 3 - \$25	Tier 1 - \$7 Tier 2 - \$15 Tier 3 - \$25
80% for diabetic supplies and growth hormones		
Mail Order 90-day supply	2 x above amount	Not covered
Chiropractor 16 visits per year Combined In-Out Network	\$15 copay	Deductible, 80%
Physical Therapy Outpatient	\$15 copay 20 visits per person per year limit	Deductible, 80%
Lifetime Maximum	Unlimited	\$2,000,000.00

* The terms of the health insurance plan are listed herein for informational purposes. Plan changes may be made during the term of the Master Agreement by agreement of the Insurance Committee.

Additional coverage: Contraceptive coverage covered under RX above subject to same deductibles on other RX. Please see insurance plan document for actual details (Appendix A-30).

~~The insurance committee will include decrements to the Health Insurance Plan for year two (2009-2010) as follows:~~

If the monthly premium costs of the Board's health insurance plan increases in health insurance by over nine and one-half percent (9.50%) from the Board's first year monthly premium costs for the 2011-2012 contract year, and after negotiations with health care insurance providers and shopping the insurance plan, the insurance committee will implement decrements to the health insurance plan equal to the costs which exceed nine and one-half percent (9.50%) over the above-listed monthly base rates for the 2011-2012 contract year.

~~12% - 15% decrements will equal 1.0% of ins. costs
15.1% - 20% decrements will equal 2.5% of ins. costs
20.1% - 25% decrements will equal 3.5% of ins. costs
25.1% - 29% decrements will equal 4.5% of ins. costs
29.1% + decrements will equal 5.0% of ins. costs~~

B. LIFE INSURANCE

[Current Contract Language ("CCL")]

C. DENTAL INSURANCE

[CCL]

D. INSURANCE COMMITTEE

[CCL]

E. OTHER PROVISIONS

Regular unit members who render part-time or hourly rated service shall be entitled to the above insurance benefits on a pro-rated formula based on the average number of hours worked per day. *However, unit members hired on or after June 30, 2011 with less than a half-time contract shall not be eligible to receive medical or dental insurance benefits provided in this Agreement.*

~~The parties agree that the Board has the right to change carriers of the hospitalization and major medical insurance, provided that:~~

- ~~1. Benefits and service equal or exceed current benefit levels, and~~
- ~~2. The Board provides a copy of any proposed insurance plan to the Association for its review and discussion with Board representatives at least twenty (20) days prior to proposed implementation date of the new carrier.~~

F. OPT-OUT BONUS

Each year of the Master Agreement, a \$1,500 one-time payment in lieu of health insurance coverage shall be paid to those unit members who drop family insurance on or before September 1st of each year, and a \$750 one-time payment in lieu of health insurance coverage for those who drop single insurance on or before September 1st of each year beginning with September 1, 2011. The Board shall pay this opt-out bonus on the June 20th pay following the year in which the unit member elects to drop his/her insurance.

For part time unit members, the opt-out bonus will be prorated to reflect the proportion of a full time equivalent (FTE) position held by the unit member. For example, a .6 FTE unit member who drops a family insurance plan shall be paid a \$900 opt-out bonus (i.e. \$1,500 x .6).

In order to be eligible to receive the opt-out bonus, the unit member must stay off the Board's health insurance plan from September 1st through the remainder of that contract year. However, if the unit member experiences a qualifying event (including, but not limited to the unit member's spouse losing his/her job) that prevents the unit member from taking insurance elsewhere, then, in such event, the unit member will be eligible to immediately resume his/her health insurance coverage through the Board. The unit member's opt-out bonus will be prorated to reflect the percentage of a full contract year that the unit member was off the Board's health plan.

If the employer of the spouse of a unit member has a health insurance open enrollment period that begins on January 1st, then the unit member may opt-out of the Board's health insurance plan, effective January 1st through the remainder of that contract year. In such event, the above-referenced health insurance opt-out bonus would be prorated to reflect the percentage of a full contract year that the unit member stays off the Board's health plan.

ARTICLE 14

MILEAGE

~~H. Mileage for new junior high and new high school will be determined following site access and construction.~~

[Current Contract Language for remainder of Article 14]

ARTICLE 15

PAY PERIODS

Unit members will be paid twenty-four (24) checks per year. Pays will be on the 5th and 20th of each month. When a pay falls on a holiday or on a day school is scheduled to be closed, the paychecks will be available on the preceding workday.

All Board contributions will be shown on the paychecks. Direct deposit notifications will be delivered to employee staff email accounts.

Direct Deposit

All unit members ~~may elect~~ **will** have their payroll checks directly deposited into a checking or savings account in a bank that participates in the Automated Clearing House (ACH) system. Direct deposits shall be mandatory for new unit members for their first year of employment. Conditions for implementation are as follows:

- A. *[Current Contract Language]*
- B. *[Current Contract Language]*
- C. *[Remove]*
- D. *[Remove]*
- E. *[Remove]*

(top of page 40 of the Current Master Agreement:

In addition to established deductions, unit members may authorize a deduction for the following:

1. Contributions to any ~~school district levy~~ ***District-recognized organizations*** (such a contribution would be a minimum of two dollars (\$2.00) per pay period for at least five [5] pay periods).
2. Purchase of U.S. Savings Bonds.

[Current Contract Language for the remainder of Article 15]

ARTICLE 16

SEVERANCE PAY

- B. Severance pay shall be for the unit member's accrued but unused sick leave days at the time of retirement based on one-fourth (1/4) of the value of his/her accrued by unused sick leave days.

Notwithstanding the above, any unit member having the maximum accumulation of two hundred sixty (260) sick leave days will be paid for sixty-five (65) days. ~~after July 1, 2005.~~

[Current Contract Language for remainder of Article 16]

ARTICLE 17

CREDIT UNION

Unit members shall be eligible to participate through payroll deduction in the Lan-Fair Federal Credit Union ~~in Lancaster, Ohio~~. The Board shall provide, whenever duly authorized by any unit member on a form provided by the Lan-Fair Federal Credit Union, payroll deduction on behalf of such unit members for the purpose of payment to the Lan-Fair Federal Credit Union.

ARTICLE 18

NOTIFICATION OF ABSENCE

~~Answering machines or voice mail~~ *A substitute and absence management system* will be provided for unit members to notify the ~~principal/designee~~ *District* of an absence. ~~for times when the principal/designee is not available to answer the phone.~~ Principal/designee will also provide unit members with an alternative method(s) of reporting absence when the principal/designee is not available.

Any time a unit member is absent and a substitute is necessary, the District shall make every effort possible to provide a substitute.

~~The Assistant Superintendent~~ *The Director of Human Resources* or designee shall be designated as the district office employee to deal with unit members complaints or problems related to the hiring of substitutes.

ARTICLE 19

SICK LEAVE

A. **CALCULATION OF SICK LEAVE**

1.

- b. Unit members shall have sick leave deducted according to the following formula:

<u>Amount of Time Absent Per Day</u>	<u>Sick Leave Deduction</u>
5 hrs. 16 min or more	1.00 day
3 hrs. 31 min to 5 hrs. 15 min.	0.75 day
1 hr. 46 min. to 3 hrs. 30 min.	0.50 day
45 min. <i>Up</i> to 1 hr. 45 min.	0.25 day

~~A unit member may arrange for coverage for thirty (30) minutes or less with a colleague as long as such coverage is approved by the building principal. No stipend will be paid for coverage(s) in these situations.~~

[Current Contract Language for the remainder of Article 19]

ARTICLE 20

LEAVES OF ABSENCE

F. PERSONAL LEAVE

Three (3) personal leave days will be granted each unit member yearly to be used in accordance with the following paragraphs. Part-time, unit members shall have their personal days prorated based upon their full-time equivalent hours worked. Unit members hired after the start of the school year shall be given one (1) personal day for each sixty-(60) days contracted.

Personal leave shall be used only for personal business that cannot be conducted at any other time except during the regular school day. Requests for personal leave shall be submitted to the building principal at least forty-eight (48) hours in advance of the day requested.

Personal leave will not be available during the first week and the last three (3) full weeks of school* ending with the last teacher work day, and shall not be used to extend a holiday or vacation period or used three (3) days in succession unless approved by the Superintendent.

If emergency circumstances make it impossible to submit the request in advance, the request must be made by telephone and then confirmed by submission of a completed personal leave form.

Unit members requesting personal leave on the day preceding or the day following a holiday or vacation period, or during the first week or last three (3) weeks of school, must submit the appropriate form along with written reasons for the request. If the request is due to an emergency, personal business, the wedding or the day before the wedding of the unit member or the member's child or the need to attend a school related activity of an immediate family member (spouse or child) occurring on a school day which cannot be conducted at any other time except during the regular school day, and is acceptable to the Superintendent or designee, the regular deduction rate will apply. If the reason for the request is not acceptable to the Superintendent or designee, the unit member may take personal leave, but will have personal leave deducted at a rate of one and a half days (1 ½) per one (1) day of personal leave usage.

Unused personal leave days shall be either:

- Converted to sick leave accumulation; or
- Cashed in at a rate of \$90 per day (request must be submitted by April 1 regarding intent to cash in the days vs. converting them to sick leave)
- Payment for unused days shall be included in the ~~first paycheck in August~~ **July 20th pay.**

*The three (3) week period includes the period beginning twenty (2) calendar days prior to the last workday for unit members for a total of twenty-one (21) days.

G. **PROFESSIONAL LEAVE**

3. **County Office Educational Service Center Meetings**

Unit members shall be encouraged to participate in appropriate ~~county office meetings~~ **educational service center** workshops and activities. Mileage expenses incurred shall be paid by the Board.

4. **Conference/Workshop Reimbursement Procedures**

Conference/workshop attendance rotation and reimbursement procedures shall be established in each building by the Building Advisory Council.

Upon approval, a unit member shall be entitled to reimbursement of the necessary and actual expenses incurred as a result of attending the conferences or workshop, including mileage at I.R.S. established rate. Expenses must be itemized for such costs and submitted with receipts to the Treasurer within thirty (30) days for reimbursement following the unit member's return. Tips and liquor are not reimbursable.

Conference/workshop registrations for unit members will be prepaid up to the amount approved by the respective Building Advisory Council. Should a unit member not attend a conference or workshop, they will reimburse the district for the registration fee portion that was prepaid. This reimbursement will be deducted from the unit member's pay.

For conferences and workshops in which college credit is earned, the district will not reimburse the unit member for expenses associated with both the conference and professional growth college credit. Such reimbursement shall be governed by the following:

- a. Head coaches ~~will~~ **may** be entitled, upon approval **by the Director of Student Activities**, to reimbursement for not more than two (2) clinics per calendar year. Total reimbursement for the two (2) meetings, including the registration fees, meals, mileage and other expenses, shall not exceed three hundred dollars (\$300) per coach during the calendar year.

Assistant coaches may be reimbursed for not more than one (1) clinic for each sport in which the coach is involved, up to one hundred fifty dollars (\$150).

5. Procedures for unit member involvement as an out-of-district workshop presenter or tournament worker.
- a. Unit members who are to be presenters in another educational institution may use professional leave and the district shall provide the substitute teacher, if any.
 - b. Unit members who are presenters for any other organization or who are tournament workers may use professional leave provided the District is reimbursed for the cost of the substitute, if any.
 - c. The unit member may be reimbursed for any expenses incurred such as meals, mileage, and lodging by the organization, but not the Board.
 - d. ~~If the unit member receives any compensation for presentation(s) or tournament work, that amount~~ ***After the cost of a substitute for the unit member is paid out of compensation paid to the unit member for presentation or tournament work, any remaining compensation*** shall be divided equally between the unit member and the District. The District shall allocate the monies to the building or department in which the unit member works to be used for that building's programs or for any other mutually agreed upon allocation.
 - e. No more than two days of leave per unit member per year for presentations and one day per unit member per year for a tournament may be authorized under this section.

[Current Contract Language for the remainder of Article 20]

ARTICLE 22

UNIT MEMBERS PERSONNEL FILES

- E. A unit member shall have the right to inspect his/her personnel file at any time so long as such request is during the normal working hours of the administration offices. ***The unit member shall schedule an appointment with the Human Resources Department.*** However, there shall be no more than one (1) unit member per hour requesting to inspect his/her files during his/her free time or free period.

[Current Contract Language for the remainder of Article 22]

ARTICLE 23

UNIT MEMBER PROTECTION

- A. The Board will provide an updated copy of all Board policies by posting on the District's computer network. Policy materials will be updated semiannually. ~~A hard copy of District policies will be provided to the Association President.~~
- E. Disciplinary action includes any verbal or written reprimand. Disciplinary action leading to non-renewal or termination will be progressive in nature unless the infraction(s) are serious enough to warrant immediate non-renewal or termination. All disciplinary action will be conducted in private. If a meeting is called by the administrator for the purpose of disciplinary action, the unit member may be accompanied by an association representative ***designated by the Association President***, if he/she so requested. Except in emergency circumstances, the unit member will receive twenty-four (24) hours written advance notice of a disciplinary conference. When such notice has been provided, the member will give the administration not less than four (4) hours advance notice if the member will be accompanied by an association representative at the conference.
- ~~F. Whenever the result of disciplinary action for any infraction or breach in professional performance is reduced to writing by the administrator, it will be filed in the unit member's personnel file and a copy given to the unit member. In the event of no further infractions, the disciplinary note shall be removed from the file after two (2) years, except as provided in Article 22 of this Agreement.~~

[Current Contract Language for the remainder of Article 23]

ARTICLE 24

UNIT MEMBER CONTRACTS

C. Continuing contracts shall be issued as provided by ORC 3319.11. Upon the unit member receiving his/her certificate and becoming eligible for continuing contract status, he/she may apply to the Superintendent for consideration.

1. *A unit member shall not be eligible for a continuing contract, nor be deemed employed under a continuing contract by operation of law, unless the unit member, no later than October 15th of the school year in which the unit member's employment contract is scheduled to expire, files with the Superintendent or designee, a letter of notification that he/she will meet all legal qualifications for a continuing contract prior to receipt of a new contract for the following contract year. Failure by the unit member to provide written notice of continuing contract eligibility by October 15th shall result in the unit member being eligible only for a limited contract should the unit member's contract be renewed.*
2. *Unit members eligible for a continuing contract shall provide the Superintendent or designee with the necessary degree, transcripts and certificate/license prior to April 1st of the school year in which the unit member's employment contract is scheduled to expire.*
3. *The requirements in Articles 24.C.1. and C.2 shall be in addition to the requirements for continuing contract eligibility in ORC. 3319.08 and ORC 3319.11.*

I. Rehiring of Retired Teachers

A teacher retired from the teaching profession and/or any public sector retirement system ("reemployed teacher") may be reemployed under the following conditions:

1. The reemployed teacher shall be given full credit for each year of service as a regular public school teacher up to a total of at least four (4) years and their appropriate educational level. The reemployed teacher will be advanced one (1) year on the salary schedule above Step 4 for each year of reemployment service in the District to a maximum of Step 10 on the appropriate salary schedule column.*
2. The reemployed teacher will be eligible for Board-paid health/medical insurance only if she/he is not eligible for coverage under a public or private retirement system, *or his/her spouse's employer*. She/he will be eligible for other insurances offered by the Board, which are not available through the reemployed teacher's public or private retirement system. A reemployed teacher who is not eligible for Board paid insurance may purchase such insurance by payment of the full cost of such insurance.

3. Reemployed teachers will be placed on one year limited contracts of employment for any period of reemployment with the District. The one year contracts will be automatically non-renewed at the conclusion of each year without notification, Board action, or the need for compliance with ORC Sections 3319.11 and 3319.111. Reemployed teachers will be evaluated pursuant to Article 25, Section I.
4. The reemployed teacher will not resume and is not eligible for continuing contract status during any period of reemployment with the District.
5. In the event of a reduction in force, the reemployed teacher will not have any bumping rights under Article 28.
6. Such reemployment will not cause the displacement of a current teacher.
7. Subject to these provisions, reemployed teachers are part of the bargaining unit.
8. Reemployed persons are eligible for sick leave accumulation commencing with the first year of such reemployment. ***Such person's sick leave balance shall begin at 0 each year the person is reemployed.***

[Current Contract Language for the remainder of Article 24]

ARTICLE 25

UNIT MEMBER EVALUATION

The Race to the Top ("RTTT") Transformation Team shall be empowered to review RTTT and the requirements of Ohio Law (if any) related to mandated changes in the evaluation procedure and appropriate appendices. This Committee shall meet through May 15, 2012 and shall submit its findings to both parties for ratification so that new procedures can be in place for field testing in the 2012-2013 school year and for full implementation in 2013-2014.

[Current Contract Language for the remainder of Article 25]

ARTICLE 26

ASSIGNMENTS-VACANCIES-TRANSFER

A. TRANSFERS

[CCL]

B. POSTING OF UNIT VACANCIES

Replace the term "email" or "email or by phone" with "District communication system" throughout section B. CCL for remainder of Article 26.B.

C. VOLUNTARY TRANSFERS

Remove the term "or by phone" from C.1. CCL for remainder of Article 26.C.

D. INVOLUNTARY TRANSFER

In the event it becomes necessary to transfer a unit member to a different instructional assignment, such transfer shall be done on the basis of the least senior unit member transferred first. These procedures will also apply to the reassignment of unit members returning from a leave of absence or childcare leave.

When it is necessary to transfer unit members because of a shift in enrollment patterns resulting in a reduction of positions in one grade level or building, the transfer procedures used will be those in Article 28, Reduction in Force, Bumping Rights. The reassignment of these unit members without an assignment shall be conducted prior to voluntary transfers.

All other involuntary transfers shall be executed according to system-wide seniority, appropriate certification, and after all voluntary transfers have been completed.

Involuntary transfers may be made without regard to seniority in the event that *the transfer of a teacher will enhance the educational programs of the District; or the transfer* ~~it~~ is necessary to provide a reasonable accommodation to a teacher with a disability; or ~~in the event that~~ a teacher is arrested or indicted for any offense that, in the judgment of the Superintendent, requires temporary reassignment.

E. ASSIGNMENT GUIDELINES

[CCL]

F. ASSIGNMENT OF STAFF TO A NEW SCHOOL

[CCL]

G. GRADE LEVEL ADVANCEMENT

[CCL]

H. REASSIGNMENT WITHIN BUILDINGS (GRADES K-6)

[CCL]

I. TEACHER ON SPECIAL ASSIGNMENT

The position of "teacher on special assignment" has been created to assist staff in the development and implementation of education programs, as directed by the Superintendent. The Superintendent shall have the final authority to assign unit members to this position. The creation of any bargaining unit position, including that of teacher on special assignment, does not mean that such position need be filled.

Any assignment to the position of teacher on special assignment shall generally be for the duration of one school year, unless continued for subsequent year(s). Upon completion of such assignment, the bargaining unit member will be reassigned following the procedures outlined in this Article, and in the same manner as applied to a unit member returning from a leave of absence.

Bargaining unit members holding the position of teacher on special assignment shall not be required to evaluate staff.

{If "Teacher on Special Assignment" is incorporated into Article 26, the Board proposes that the "Memorandum of Understanding - Curriculum and Special Education Issues" (page 122) be removed from the Master Agreement}

ARTICLE 27

VOLUNTARY JOB SHARING

A. DEFINITION

1. Job-sharing shall be defined as the sharing of duties and responsibilities of one (1) position by two (2) employees. In addition to the current job sharing assignments (~~those in effect at the close of the 2003-2004 school year~~) the District will consider up to an additional five (5) such assignments on a pilot basis during the term of this Agreement.
3. The District's ~~five (5) in-service~~ *professional development* days will be attended full-time by both job-sharing employees at no additional cost to the District.

[Current Contract Language for the remainder of Article27]

ARTICLE 28

REDUCTION IN FORCE PROCEDURES

If the Board determines that it is necessary to reduce the number of certificated positions, such reductions shall be for one or more of the following reasons:

- A. A decreased enrollment of pupils or a change in enrollment of pupils in a program at the secondary level.
- B. A return of unit members from leaves of absence.
- C. The suspension of school.
- D. Territorial changes affecting the district.
- E. Financial reasons.

The Board shall determine which positions must be eliminated and the number of unit members to be affected by the reduction in staff.

The financial savings to the district from a reduction in force shall not exceed the total financial deficit demonstrated by the Board.

The following procedures shall be observed in implementing a reduction in force (RIF):

A. DEFINITION OF SENIORITY

Seniority is defined as the period of continuous service with the school district beginning with the date the Board took action to authorize a contract. Unit members who substituted for one hundred twenty (120) days or more in the Pickerington Schools and who are awarded a regular contract immediately following the year of substitution shall be awarded seniority privileges beginning with the first day of substitution.

If district seniority is equal, then the following additional considerations will be made in determining the order of seniority:

- 1. Total years of teaching experience in a state chartered school.
- 2. Date the employment application was received by the school district.
- 3. Total qualifications related to the position in question as determined by the Superintendent.

Seniority shall not be interrupted by either an authorized leave of absence or by a suspended contract because of a reduction in force.

B. **ELIMINATION OF POSITIONS AND DETERMINATION OF REDUCTION IN FORCE LIST**

1. The administration shall develop a Reduction in Force (RIF) list as soon as practicable after the RIF decision is made.
2. Unit members to be affected will then be identified in order of seniority for each certificated area affected by the reduction. The sum of the lists of various areas of certification will equal the number of positions to be reduced.
3. There will be two (2) lists within each certificated area. One list will be for unit members affected who have continuing contracts and the other list for unit members affected who have limited contracts. In no case will a unit member serving under a continuing contract be RIF'd before a member serving under a limited contract in the area of certification to be affected.
4. Unit members on the RIF list who have limited contracts expiring will be authorized a new limited contract, if determined appropriate through the evaluation procedure.
5. Although the RIF list will be prepared as early as possible, actual suspension of a unit member's contract will not occur prior to August 1 unless an emergency situation exists. In such emergency situations, unit members shall be given a thirty (30) day notice prior to suspension. When a RIF is planned for the next school year, notice of the possible suspension of contract shall be given to unit members by April 30; however, actual suspension of the contract shall not occur until after July 31.
6. *The Board may send notice of RIF to the affected unit member via electronic mail or other form of communication.*

C. **BUMPING RIGHTS**

1. Once the RIF lists are prepared, the unit members whose contracts will not be suspended, but whose current assignment has been eliminated, will be identified in order of seniority. Unit members to be reassigned are those with the least seniority in the grade level affected in grades K-6 or the department affected at the secondary level. Reassignment shall be into areas that the individual is certified for. ~~Unit members may not, however, bump into certificated areas that they have not taught in during the preceding five (5) years. Appropriate licensure and/or certification must be on file with the Board on the date the RIF is announced. They may do so, however, if they have taken a course in that certificated area within the last five (5) years or agree to take a course within that area prior to the next school year. The Board will reimburse the unit member for that course.~~
2. Of this group of unit members to be reassigned, the most senior unit member will: (1) consider available vacant positions for which he/she is certified, (2) bump the

~~unit member with the least seniority throughout the district at that grade level or in that department, (3) bump the unit member with the least seniority throughout the district within his/her area of certification. Vacancies shall be interpreted to include those positions that are currently held by unit members whose contracts will be suspended, but the position itself is not being eliminated.~~

3. Once the most senior unit member has exercised *his/her bumping rights* ~~one (1) of three (3) options described in Item 2,~~ then the next senior unit member will consider the same ~~three (3) options.~~ *exercise his/her bumping rights, etc. until no further bumping can occur.*
4. ~~Since a goal of the school district is to place unit members into positions they desire to the extent practicable, a unit member may decline all three of the options described above if he/she does not believe an appropriate position is available. Upon written request to the Superintendent, the unit member may choose to have his/her contract suspended and be placed on the recall list in order of seniority. The unit member will then be eligible for recall pursuant to Section 4 of these procedures. This option is available only to those unit members who must be reassigned because of a Reduction in Force (RIF).~~
5. ~~This procedure will continue until all remaining vacancies are filled and all unit members who are not affected by the RIF either have assignments or have declined assignments and elected to have his/her contract suspended.~~
6. A unit member will have ~~five (5)~~ *two (2)* calendar work days to exercise ~~one of the options.~~ *bumping rights.* If a unit member does not exercise ~~one of the options~~ *his/her bumping rights* within the ~~five (5)~~ *two (2)* calendar work days, the unit member will be assigned a teaching position.
7. If a vacancy occurs in the original building the year during which a unit member has been transferred, that unit member may request to return to the original building if: (1) school is not in session, (2) if the vacancy occurs prior to August 1, and (3) the unit member is certified for the vacancy.
 - Unless the unit member can move back to an original building in the current year, the reassignment process will not be redone unless mutually agreed to by all concerned.

D. RECALL FROM SUSPENSION

1. Unit members whose contracts have been suspended as part of a RIF will be eligible for recall for ~~thirty-six (36)~~ *twenty-four (24)* months from the effective date of the suspension.
2. The callback process shall begin with the list of unit members holding continuing contracts, followed by those with limited contracts.

3. When a vacancy occurs, the most senior certificated unit member on the callback list of unit members with suspended contracts shall be: (1) contacted wither in person or by telephone and advised of the vacancy, or (2) if personal contact is not possible, the unit member shall be notified of the vacancy by registered mail. It is the unit member's responsibility to keep the District Office personnel informed of his/her whereabouts. The District should be notified of any changes of address, phone number, certification and place of employment.
4. The unit member shall respond to the vacancy opportunity within ~~five (5)~~ **two (2)** ~~calendar~~ **work** days of notice if the notice is issued prior to August 1. If the notice is issued after July 31, the unit member shall respond within two (2) calendar days.
5. If a unit member declines the vacancy, or does not respond to a vacancy opportunity within ~~five (5)~~ **two (2)** ~~calendar~~ **work** days after verbal contact, the opportunity for assignment goes to the next most senior unit member on the callback list. A unit member who declines a **or does not respond to a** vacancy equivalent or greater to the position held when the RIF occurred will be removed from the recall list.
6. If no unit member on the callback list accepts the vacancy in order of seniority, a new unit member from outside the district will be employed for the vacancy.

E. **OTHER CONSIDERATIONS**

1. No unit member new to the district will be employed until all unit members on the callback list have been reassigned. Exceptions to this will occur when there is no unit member on the callback list certified for a vacancy or when all unit members on the callback list reject a vacancy.
2. Suspended unit members shall have the right to pay premiums for life, hospitalization, dental and other insurance benefits **as per the provisions of C.O.B.R.A.** ~~during the~~ **for a** period of **eighteen (18) months following the effective date of** suspension, provided that said premiums are submitted fifteen (15) days prior to the due date. ~~Ability to pay depends upon the carriers' premium and that such coverage is allowed by the Association.~~
3. During a period of a suspension, a unit member's seniority with the district will be continued; however, a unit member will not be granted experience credit on the salary schedule for the period of time the contract is suspended.
4. ~~Should it be necessary to conduct a RIF of coaching and other supplemental contract positions, a number of factors shall be considered by the administration in determining which positions and individuals will be eliminated from their coaching and/or supplemental contract positions. Factors that will be considered:~~
 - a. ~~School district seniority and seniority in the particular activity.~~

~~b. Qualifications of the various individuals involved in a particular extracurricular program.~~

~~c. The amount of, and level of, the involvement of the various individuals who are associated with the total extracurricular program. (The intent of this item is to ensure that the extracurricular supplemental contracts are distributed equitably among available qualified individuals).~~

~~This section shall in no way affect a regular limited or continuing contract.~~

5. A unit member whose contract expires during a period of the contract suspension because of a RIF will be eligible for contract renewal as follows:
 - a. A unit member who is suspended for the duration of the contract or who teaches less than one (1) semester on the contract will have his/her contract renewed for the same length as the expiring contract.
 - b. A unit member who teaches more than one (1) semester during a contract and is suspended for the balance will be eligible for contract renewal pursuant to the district evaluation procedures.
6. The parties agree that these procedures apply only to the suspension of contracts as provided under Ohio Revised Code 3319.17 or for financial reasons. This article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

ARTICLE 30

INSTRUCTIONAL DUTIES BEYOND DAY/YEAR

The Board shall offer instructional assignments outside the regular school day/year to unit members prior to offering such assignments to individuals outside the bargaining unit. ~~However,~~ *For direct* instructional assignments for academic credit courses *that* are offered to and accepted by a unit member, the member will be paid his/her regular hourly rate of pay. *Direct instruction for* Junior High School courses offered for credit, as a prerequisite for credit or as a requirement for promotion will be offered to qualified bargaining unit members and if accepted by a member will be paid at the member's hourly rate of pay. *For indirect instructional assignments including but not limited to duties formerly performed by instructional coaches, enrichment coordinators, JHS department heads, including ordering supplies shall be paid at an hourly rate of \$20 per hour.* Instructional assignments for non-academic courses or academic courses taught by non-unit members will be paid at a rate determined by the Board.

(Representatives of the parties will mutually develop a form on which the unit member will document time served)

ARTICLE 39

CLASS SIZE

The Board and the Association recognize that the number of students in a classroom is a significant education matter which must be based on a number of factors, including state statutes, the financial resources of the district, the physical facilities available, and the overall needs of the educational program. In accordance, the Board and the Association agree as follows:

- A. Regular instructional classes will be scheduled to not exceed the maximum number of pupils provided in this Agreement. When classes exceed the limits in B.1,2, and 3 below, the Administration may either: 1) make an adjustment to reduce the size of a class, or 2) authorize compensation for the bargaining unit member as provided in this Article.

- B. Except as may otherwise be provided in this Agreement, classes will not exceed the following limits for each of the levels:
 - 1. Elementary (K-4) and Departmentalized Classes 26 pupils per class

 - 2. Elementary (5-8) and Departmentalized Classes 29 pupils per class

 - 3. Grades 9-12 30 and no more than ~~470~~ **180** students per day

 - 4. Grades K-8 30 – maximum cap per class

 - 5. Grades 9-12 32 – maximum cap per class

 - 6. Grades 7-12 – Physical Education 32 – maximum cap per class

Certain activity classes such as band, choir, typing will be exempt from these guidelines; however, excessive class size will also be avoided in these areas and no more students shall be assigned than physical facilities permit.

Secondary physical education classes will be scheduled such that no more than two (2) classes will occupy the gymnasium floor simultaneously.

- C. During the first ten (10) days of any semester, adjustments may be made at anytime. When adjustment is required under this Agreement, the administration shall have the option to either: 1) reduce the number of assigned pupils in the class, 2) provide additional compensation for unit members, or 3) shuttle elementary students between buildings as a method to help balance class sizes by grade levels. Overage payments during the first ten (10) days will be made according to Section D. below.

D. Overage Payments

Overage payments will be made, as follows, to teachers having more than the number of pupils specified in Section B.1, 2 and 3 of this Article.

1. Self-Contained Classrooms – Grades K-6

For each pupil in excess of the minimum number of pupils in grades K-6 regular self-contained classroom and above the unit member will be compensated at the rate of \$30.00 per week.

2. Team Teaching (Grades K-6) and Grades 7-12

For each pupil in excess of the maximum number of pupils in grades K-6 (team teaching), grades 7-12, the unit members will be compensated at the rate of \$20.00 per week per overage class. Unit members teaching core subject areas working within teams regardless of grade level will not be able to receive compensation for more than three (3) overages classes per day per student.

3. Departmentalized Classes

As used in this section, “departmentalized classes” means art, music and physical education classes. Elementary (K-4) departmentalized class teachers will receive \$15.00 per week for between 1 to 5 homeroom teachers within the building that are receiving overload payments and \$20.00 per week between 5 to 10 homeroom teachers within the building that are receiving overload payments. Departmentalized class teachers in grades 5 and above will be compensated at the rate of \$20.00 per week per overage class.

E. Homeroom teachers in grades K-6 with a regular self-contained classroom assignment in excess of twenty-eight (28) pupils will in addition not be assigned any duty so long as the number of assigned pupils exceeds twenty-eight (28).

F. It shall be the responsibility of the unit member to notify the building principal/designee that an adjustment in class size (+ or -) and a class size overload payment is required. Class size overload payment forms for any class size overload payments shall be completed by the unit member and submitted to the building principal/designee at the end of each grading period for payment.

G. Pupils on home instruction or in alternative school(s) will be counted in the class size of the unit member responsible for the homework assignments and grades of the pupil.

H. Every attempt will be made to follow state guidelines concerning special education class size. In the event that the District must apply for a class size waiver, the unit member affected will be provided the standard class size overage payment.

BACKGROUND CHECKS/LICENSURE FEES
(NEW ARTICLE)

The Board will provide up to \$50 per unit member for the purpose of fingerprinting in connection with the renewal or upgrade of a unit member's teaching license.

ARTICLE 46

INTERIM BARGAINING

- E. The following topics will be subject to the interim bargaining procedure during the life of this Master Agreement.*
- 1. Technology Use by Students and Staff – monitoring student use, etc.*
 - 2. New Residency Requirements – transition to the new requirements, mentor/mentee release time, PAR, Professional Learning Committee*
 - 3. Credit Flexibility*
 - 4. Reduction in Force – if there are changes required in Ohio Law*
 - 5. Review of Articles 31, 34, and 35 as to updating.*
 - 6. Race to the Top issues (continuing process)*
 - 7. Alternative School*
 - 8. Article 42 – Building Advisory Committees*
 - 9. Article 14 - Mileage*
 - 10. Article 8, Section A., subsections 7 (Entry Year Program) and 8 (Transition Coach)*
 - 11. Master Teacher Program*

ARTICLE 49 – DURATION

The terms and conditions of this Agreement shall remain in full force and effect from midnight **June 25, 2011** through midnight, **June 30, 2013**. **This Master Agreement shall replace the 2008-2010 Master Agreement and the 2010-2011 extension in place on June 25, 2010.**

[CCL for reminder of Article 49]