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AGREEMENT
BETWEEN
PREBLE SHAWNEE LOCAL SCHOOL DISTRICT
AND
PREBLE SHAWNEE LOCAL EDUCATION
ASSOCIATION
EFFECTIVE
JULY 1, 2016
THROUGH
JUNE 30, 2019

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PREAMBLE

This Agreement is between the Preble Shawnee Local School District, hereinafter the Board and the Preble Shawnee Local Education Association, hereinafter the Association.

ARTICLE I – DURATION

101 DURATION

Except as otherwise provided herein, this Agreement shall remain in effect July 1, 2016 until June 30, 2019. Either party to this Agreement, not sooner than one hundred fifty (150) days prior to the expiration date, may serve notice to the other party of its intent to negotiate a successor agreement. Within ten (10) days after receipt of said notice or at a time mutually agreed upon, the parties shall meet for the purpose of initiating discussions. In the event said termination notice is issued, a Notice to Negotiate shall be served by the moving party on the other party and the State Employment Relations Board not sooner than sixty (60) days prior to the expiration date set forth herein.

In the interim, the parties agree that they will meet to discuss any item either party feels is of such importance as to warrant a possible memorandum of understanding. If agreement is reached, the parties will reduce the agreement to a memorandum of understanding and it will append to the contract next in line after the existing memoranda. It is agreed that this memo, while binding on the parties, is not subject to the grievance procedure and are not part of the contract.

IN WITNESS WHEREOF, the parties hereto have set their hands this 11 day of August, 2016.

**FOR: PREBLE SHAWNEE LOCAL
SCHOOL DISTRICT**

C. Luper
President

M. B. J.
Superintendent

Mollie Nansel
Treasurer

**FOR: PREBLE SHAWNEE LOCAL
EDUCATION ASSOCIATION/
OEA/NEA**

Julia J. Chagnon
President

Krista J. Brandner
Chairperson

Stacy L. Gibbs
Committee Member

ARTICLE II – RIGHT AND RESPONSIBILITIES

201 ASSOCIATION RIGHTS

- A. The Association shall be granted the exclusive teacher organizational right to payroll deduction for its annual dues and those of its affiliates and their departments. Deductions shall be in accordance with the payroll deduction policy (Article V, Section 508).
- B. The Association shall be granted the exclusive teacher organizational right to insert Association materials into the teachers' mailboxes.
- C. The Association shall be granted the exclusive teacher organization right to hold meetings on school property at reasonable times before or after the work day. The Association shall schedule, in advance, space and times with the building principal or the Superintendent's office. There shall be no charge for the use of school facilities.
- D. The Association shall be provided the names and addresses of newly employed teachers following Board approval of their contracts and before the scheduled orientation date.
- E. The Association shall be given a place on the program for the orientation of new teachers. The Association shall be involved in the planning of new teacher orientation.
- F. The Association President, or PSLEA member designated by the President, shall be given a tentative agenda the same day as the Board of Education. Within seven (7) working days after the Board meeting, a paid bill list and a summary of accounts will be sent to the President upon request.
- G. Association representatives may meet with teachers during the teachers' work day, provided that it is only during the teachers' and representatives' planning time or when the teachers are not responsible for the supervision of students.
- H. The Association shall be granted a cumulative total of ten (10) days of Association leaver per year, to be used by the Association to attend the Representative Assembly, meetings, conferences or other organizational affairs inside or outside the District. Ten (10) days advance notification in KIOSK shall be provided. No more than five (5) members shall use Association leave on a given day, unless approved by the Superintendent/designee. The days may be used in one-quarter (1/4) days increments.

A list of the names of the Association's duly elected delegates and alternates must be sent to the Superintendent by October 15 of each school year.

Such leave shall be granted without loss of pay upon advance written notice (on the appropriate form) of at least ten (10) business days prior to the date of the intended absence to the Superintendent.

- I. Space on a bulletin Board in each teacher's lounge shall be made available for exclusive organizational use of the Association.

- J. A representative designated by the Association will be on the selection committee to interview final candidates for building principal as presented by the Superintendent. This representative will be from the building for which the administrative position is being filled.

202 BOARD RIGHTS

The Board hereby retains and reserves unto itself, except as limited by the specific and express terms of the Agreement, all powers, rights authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (a) to the executive management and administrative control of the school system and its properties and facilities;
- (b) to hire all employees, and subject to the provisions of law, to determine their qualifications and the dismissal or demotion, and to promote, and transfer all such employees;
- (c) to establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (d) to delegate authority through recognized administrative channels for the development and organization of the means and methods of the instruction according to current teaching materials; and the utilization of teaching aides of all kinds; and,
- (e) to determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities within the school system during the school day, and the terms and conditions of employment.

The exercise of the foregoing powers, right authority, duties and responsibilities by the Board, the adoption of policies, rules regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and Ohio Statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

203 NO STRIKE

- A. Neither the Association, its Agent, or any bargaining unit member or employee shall strike or engage in any slowdown, withholding of services or concerted activities designed to interfere with the normal operations of the school district during the term or extended term of this Agreement. Bargaining unit members shall be subject to the provisions of the Ohio Revised Code in accordance with 4117 O.R.C., including but not limited to Sections 4117.15, 4117.16, and 4117.18 in their entirety, as well as any future revisions to the O.R.C. Further,

bargaining unit members found to be in violation of the above shall be subject to immediate disciplinary action by the Board, including termination.

- B. As per 4117.15(C): No public employee is entitled to pay or compensation from the public employer for the period engaged in any strike.
- C. Any violation of this section will be automatic and sufficient grounds for immediate disciplinary action by the Board against any employee(s) involved.

204 ACADEMIC FREEDOM

Board policies shall recognize that academic freedom is essential to the teaching profession. Academic freedom is the right of the learner and the teacher to explore, present, and discuss divergent points of view. The teacher shall be permitted to adapt the text and curriculum to the methods and techniques suited to the needs of each specific class as long as the adaptation complies with the Board policy.

205 AVAILABILITY OF BOARD POLICIES

Board policies shall be made available by placing them on the school district web-site. During such time in which Board policies are undergoing revisions and until such revisions have been adopted by the Board of Education, Board policies shall be interpreted with respect to the most recently adopted Board policy. A hard copy of the proposed new policies or revisions that are provided to the Board, shall be provided to the President of the Association within five (5) business days following Board action.

206 PERSONNEL RECORDS

- A. The official personnel file for each teacher shall be maintained by the office of the Board of Education. This file shall be considered confidential to the fullest extent of the law.
- B. Such files are the property of the Board of Education. The Superintendent of schools is the custodian of such files.
- C. Any material placed in the file shall be signed and dated by the person directing its placement in the file and by the teacher in whose file the material is being placed. If the teacher refuses to sign the material, such fact shall be noted.
- D. Anonymous letters or materials shall not be placed in any teacher's file, nor shall they be made a matter of record.
- E. Teachers shall be entitled to a copy, at their expense, of any material in their files, except for material originally supplied prior to employment.
- F. Teachers may periodically review their personnel files outside the employee's normal working hours. The teacher may request another individual to be present during the review. The Superintendent, or designated representative, shall be present during such review. At

such time the teacher and Superintendent may mutually agree to remove materials from the file. Absent agreement, the teacher has all rights pursuant to Chapter 1347, Ohio Revised Code.

- G. Documentary information outside the official personnel file which is to form the basis of a teacher's evaluation or recommended non-reemployment will be disclosed to the teacher prior to the evaluation or recommendation. Only those anecdotal files, records, or letters which support the information in the official personnel file will be used in a teacher's evaluation or recommended non-reemployment.

207 CITIZEN'S COMPLAINTS ABOUT INSTRUCTIONAL MATERIALS OR METHODS

The Board and the Association recognize the rights and responsibilities of teachers to instruct their classes and to use materials and methods which best represent and describe the subject area. Materials may be obtained from sources other than the school library or from purchases by the Board. Teachers shall be familiar with materials to be used and should be aware of reviews concerning the material. Teachers must follow Board policies as they relate to controversial issues or teaching methods.

In the event that any citizen has a complaint or question concerning material or methods used in conjunction with a class, or material found in the library/media center, the adopted Board policy and procedures that follow will be utilized.

- A. Complaints or grievances concerning a program or instructional materials shall be addressed to the building principal, who will notify the teacher involved.
- B. All complaints or grievances shall be in writing on forms provided by the Board of Education.
- C. The written complaint will be examined by a review committee which will include the appropriate department head and/or librarian and building administrator.
- D. Any appeal of the review committee's decision will be through the Superintendent to the Board of Education.

In no case shall instructional or library/media materials be removed from use until the appropriate Board policy has been followed.

208 COMPLAINTS AGAINST TEACHERS

In the event that any citizen has a complaint or question concerning any teacher, or the adopted Board policy, the following procedures shall be utilized:

- A. Complaints directed against a teacher shall be initially addressed to the concerned teacher, who shall promptly meet with the complainant to discuss the complaint.
- B. If the matter is not resolved at the first level, the complainant, building principal, and the concerned staff members shall meet to discuss the matter.

- C. If a meeting is sought by the complainant the Superintendent, after Steps A and B have been followed, the teacher will be notified.
- D. If a meeting is requested by the complainant with the Board of Education, the concerned teacher will be notified and will be given an opportunity to be present at the meeting and to be heard on the issue.

A parental complaint against a teacher which is not brought to the attention of the teacher by the administration within five (5) working days after the receipt of the complaint shall not be basis for disciplinary action against the teacher or otherwise used to adversely effect the teacher's employment status.

In the event a complaint is filed, the administrator shall include the date the complaint was filed.

ARTICLE III – CONDITIONS OF TEACHER EMPLOYMENT

301 REGULAR CONTRACTS

- A. All teacher's employed by the Board of Education shall be issued written contracts in accordance with the Ohio Revised Code. Such contracts shall include the following information:
 - 1. Name of teacher.
 - 2. Name of the school district and Board of Education employing said teacher.
 - 3. Type of contract, whether limited or continuing. If limited, the number of years the contract is to be in effect.
 - 4. Basis of determining compensation (i.e., classroom teacher – B.A. Degree – 5 years' experience).
 - 5. Provision for signature and date of signature of the teacher being contracted.
 - 6. Number of days in the teacher contract year – 183.
- B. Tutors will be given a contract that specifies the hourly rate that they are paid when working, that the number of hours worked per day and days worked per year will be determined by the administration based on need and funds available for the particular program from which the tutoring position is funded. The contract will also state that tutors are not eligible for sick leave, personal leave or calamity days.

302 SUPPLEMENTAL CONTRACTS

All teachers assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code. Such supplemental contract shall include the following information:

1. Name of teacher.
2. Name of school district and Board of Education for which responsibilities shall be performed.
3. Period of time the contract is to be in force.
4. Statement of position and/or responsibility(ies) and compensation to be provided for each supplemental contract.
5. Basis by which compensation will be paid.
6. Provision for signature and date of signature by the teacher.

303 SEQUENCE OF CONTRACTS

Limited Contracts

The sequence of limited contracts for teachers shall be as follows:

1. All teachers new to the District shall be granted a limited contract with a duration of one (1) year.
2. All teachers who have successfully completed two (2) limited contracts with a duration of one (1) year each, and are recommended by the Superintendent, shall be recommended for a limited contract with a duration of two (2) years.
3. All teachers who have successfully completed two (2) limited contracts with a duration of two (2) years each, referred to in #2 above, and who have been recommended by the Superintendent, shall be recommended for a limited contract with a duration of three (3) years.
4. All teachers who have successfully completed a limited contract with a duration of three (3) years and who have been recommended by the Superintendent, shall be recommended for a limited contract with a duration of three (3) years of each contract thereafter.
5. At the conclusion of any limited contract, the teacher may be re-employed on a conditional status for a period of one (1) or two (2) years. The formal evaluation procedures must indicate that such action is warranted and written, specific

recommendations regarding necessary improvements will be given to the teacher. If the Board elected to grant a contract with a lesser duration than that recommended by the Superintendent, the contract will be one with a conditional status.

6. Teachers who have successfully completed a limited contract with a duration of three (3) years, and who have demonstrated exceptional teaching performance, may be granted a limited contract with a duration of four (4) or five (5) years. Such teachers shall continue to receive a contract of the same period, as long as they continue to demonstrate exceptional teaching performance and are recommended by the Superintendent.
7. Any teacher on a multi-year contract who is eligible for a continuing contract during the term of the multi-year contract may, prior to October 1st of any school year, request consideration for continuing contract status. If the Superintendent chooses not to consider the teacher at that time, he will provide written reasons for not making said recommendation. Nothing contained herein shall bind the Board of Education to grant continuing contract status.

Continuing Contracts

1. Eligibility for continuing contract status is based on three factors:
 - (a) The grade or "quality" of the teaching license held by the teacher;
 - (b) The length of time the teacher has held an educator license;
 - (c) And the length of teaching service within the district.
2. For teachers initially licensed prior to January 1, 2011, the licensure requirement is met if the teachers:
 - (a) holds a professional, permanent, or life certificate (issued under prior law) or a professional, senior professional, or lead professional educator license, and
 - (b) has completed either of the following:
 - (1) if a master's degree was held at the time of initially receiving certificate or license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate/license or the equivalent of six (6) combination of semester hours and equivalent activities as approved by the LPDC equal to six (6) semester hours; or
 - (2) if no master's degree was held at the time of initially receiving a certificate/license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate/license, or the equivalent of thirty (30) semester hours through professional growth activities as approved by the

LPDC or a combination of semester hours and professional growth activities as approved by the LPDC equal to thirty (30) semester hours.

3. For teachers initially licensed after January 1, 2011, the licensure requirement for continuing contract eligibility is met if the teacher:
 - (a) holds a professional, senior professional; or
 - (1) lead professional license.
 - (b) has held an educator's license for seven (7) years; and
 - (c) has completed either of the following:
 - (1) if the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching filed since the initial issuance of that license; or
 - (2) if the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license.
4. The service requirement for continuing contract status requires the teacher to:
 - (a) have taught within the district for a least three (3) out of the last five (5) years; or
 - (b) having achieved continuing contract status in another district; eligibility begins after two (2) years of service within the district, and may begin sooner if the Superintendent so recommends.
5. Teachers who believe they will be eligible for a continuing contract must give written notice of their eligibility to the Superintendent on or before October 1 of the school year in which they become eligible. Teachers will be considered for continuing contract when they become eligible.

A teacher who fails to provide written notification to the Superintendent by October 1 of his/her final contract will only be eligible to a one (1) year limited contract of employment, if his/her contract is renewed for the next school year. Such one (1) year limited teaching contract, if provided by the Board, shall not be considered an extended limited contract in accordance with the provision of ORC 3319.11.

6. Conversion Chart for Continuing Education Units.

Sem. Hrs.	Qtr. Hrs.	CEU
1/3	0.5	1
2/3	1.0	2
1	1.5	3
1 1/3	2.0	4
1 2/3	2.5	5
2	3.0	6
2 1/3	3.5	7
2 2/3	4.0	8
3	4.5	9
3 1/3	5	10
3 2/3	5.5	11
4	6.0	12
4 1/3	6.5	13
4 2/3	7.0	14
5	7.5	15
5 1/3	8.0	16
5 2/3	8.5	17
6	9.0	18
7	10.5	21
8	12.0	24
9	13.5	27
10	15.0	30
11	16.5	33
12	18	36
13	19.5	
14	21.0	
15	22.5	
16	24.0	
17	25.5	
18	27.0	
19	28.5	
20	30	
21	31.5	
22	33.0	
23	34.5	
24	36	
25	37.5	
26	39.0	
27	40.5	
28	42.0	
29	43.5	
30	45.0	

$\frac{\text{Otrs.Hrs}}{3} \times 2 = \text{Sem. Hrs}; 1 \text{ Contract Hr} = .1 \text{ CEU}; 10 \text{ Contract Hrs} = 1 \text{ CEU}$

304 TEACHER EVALUATION

- A. The Association and the Board agree that teacher evaluation procedures, including but not limited to the Ohio Teacher Evaluation System (“OTES”) and all current and future changes to the Teacher Evaluation System recommended and/or required by the Ohio Department of Education and/or the General Assembly will be reviewed by the OTES committee. The committee will be composed of seven (7) administrators appointed by the Superintendent, and seven (7) teachers appointed by the Association.
- B. Teachers shall be notified of the evaluation procedures and forms developed by the Ohio Department of Education (“ODE”) used in the Teacher Evaluation system by September 15 of each year. Teachers will be given an evaluator based on a rotation so that each teacher will be evaluated by at least two different evaluators every four years.
- C. The evaluation procedures in the Teacher Evaluation System shall apply to “Teachers” as that term is defined in ORC 3319.111. The OTES Committee shall meet to develop procedures and forms to evaluate members who are not considered “Teachers” per ORC 3319.111. Separate forms and procedures selected by the OTES Committee to evaluate members who are not considered “teachers” per ORC 3319.111 shall be used during the term of this agreement.
- D. The Board and the Association are committed to using OTES, as it currently exists and may be amended as needed, as the model for assessing teacher performance. To this end, the parties agree that the OTES Model will be followed.
- E. The Board and the Association agree that OTES Resources developed by ODE including the Ohio Teacher and Principal Evaluation System (“eTPES”) will be used by the District, as necessary and appropriate, in evaluating teacher performance as part of the OTES Model. Any changes to the law or to the OTES Model and/or resources that would change the terms and conditions of Article 304 or any provision of this Agreement shall be reviewed by the OTES Committee and approved by both parties prior to adoption.
- F. Pursuant to the Board’s Teacher Evaluation Policy, teachers who receive a final summative rating of “Accomplished” on their most recent evaluation shall be evaluated once every three years as long as the teacher’s student academic growth measure for the most recent school year for which data is available is average or higher. Teachers rated Accomplished who will be evaluated more than once every three years include those in the Resident Educator Program and/or teachers who are in a school year where the contract they are in is to go before the School Board for renewal. In any year in which a teacher is not formally evaluated as set forth above, he/she shall be observed at least one (1) time per school per year by a credential evaluator and shall receive at least one (1) post-observation conference. Administration shall accommodate a teacher’s preference in choosing their credentialed evaluator to conduct such an observation/conference so long as it does not become unreasonably burdensome to a particular administrator.
- G. Pursuant to the Board’s Teacher Evaluation Policy, teachers who receive a final summative rating of “Skilled” on their most recent evaluation shall be evaluated once every two years as long as the teacher’s student academic growth measure for the most recent school year

for which data is available is average or higher. Teachers rated "Skilled" who will be evaluated more than once every two years include those in the Resident Educator Program and/or teachers who are in a school year where the contract they are in is to go before the School Board for renewal. In any year in which a teacher is not formally evaluated as set forth above, he/she shall be observed at least one (1) time per school year by credentialed evaluator and shall receive at least one (1) post-observation conference. Administration shall accommodate a teacher's preference in choosing their credentialed evaluator to conduct such an observation/conference so long as it does not become unreasonably burdensome to a particular administrator.

- H. Each building will be represented on the OTES Committee, which will meet to discuss the Teacher Evaluation System and related matters as necessary and appropriate. Any changes or revisions to the Teacher Evaluation System must be agreed upon by the OTES committee and is subject to final approval by the Board of Education.

Committee Operation

1. Members of the committee will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work. Members of the committee will receive release time for committee work and training.
2. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
3. At each meeting, the committee will select an individual to act as the official recording scribe for that meeting. Minutes of meetings will be distributed to committee members.
4. The committee shall be authorized to use consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate and as funds permit.
5. Prior to the end of each school year, the OTES committee will decide whether to use the original framework or alternative framework to evaluate teacher performance for the next school year.

Committee Compensation

Any OTES committee meetings performed outside of the contractual work day shall be paid at the sub pay rate per hour.

I. Teacher Performance

Teacher performance will be assessed according to the OTES model. Based upon researched best practices, the formal observation process consists of a minimum of 2 pre-conferences, classroom observations (and walkthroughs), and post-conferences. Trained, credentialed evaluators will evaluate teacher performance. The district will not contract or employ any outside businesses or individuals as OTES evaluators.

J. Criteria for Performance Assessment

No teacher shall be evaluated on his or her work performance except based on the observations of the teacher by the teacher's assigned evaluator and the walkthroughs that are set forth in this agreement. All monitoring or observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

K. Walkthroughs

A walkthrough is a formative assessment process that focuses on no more than three (3) of the identified areas in the teacher performance evaluation rubric. The walkthrough should be of sufficient duration to allow the evaluator to assess factors pertinent to the focus of the walkthrough. The walkthrough shall consist of at least 10 consecutive minutes, but not more than 20 consecutive minutes in duration. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough no later than five (5) work days following the walkthrough. No more than two (2) walkthroughs shall be conducted in each evaluation cycle unless agreed upon by the teacher and evaluator. Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.

L. Teacher of Record

The teacher who is responsible for assigning the student a grade so long as (a) the teacher has proper credentials to teach the particular subject/grade level for which she/he has been designated "teacher of record," and (b) the teacher is responsible for a minimum of fifty percent (50%) of a student's scheduled instructional time within a given subject or course.

The Board shall take into consideration any extended leaves of absence of the teacher, whether the teacher was recently transferred to a different position (subject, grade, etc.), student teacher assignments job sharing arrangements, co-teaching arrangements (i.e., inclusion classrooms), and changes in State mandates on a classroom teacher's evaluation results related to student growth measures.

M. No bargaining unit member shall be directed by an administrator to link for, adjust, re-do, change, delete or add information to another teacher's linkage.

N. For the 2016-2017 school year, the Board will only use teacher performance on standards to evaluate A1 teachers. Said teacher shall be evaluated using the full cycle for the 2016-2017 school year regardless of their most recent evaluation performance rating.

O. Timelines for Evaluation Procedures

Teachers are encouraged, but not required to complete the Self-Assessment Summary Tool.

The administrator conducting the evaluation must give written notification of the date and time of the pre-conference to the teachers he/she is evaluating 10 working days prior to the pre-conference date. Lesson plans will be submitted (in the agreed to building-wide lesson

plan format) to the evaluator five (5) days prior to the pre-conference date. Both the evaluator and teacher will use OTES Model and Resources to anticipate the direction of the pre-conference. The date and time for the formal observations will be decided during the pre-conference.

Within five (5) working days of the formal observation the evaluator will present the reflective questions of reinforcement and the refinement area to the teacher that will frame the dialogue of the post-conference. Then the post-conference will be conducted between 8-15 working days following the formal observation date.

The evaluator and the teacher will use the Post-Conference Sample Questions (OTES Model) to anticipate the direction of discussion during the post-conference. Teachers will have the opportunity to verbally respond to the evaluator's questions and support his/her responses or rebuttal. The teacher will specify whether he/she would like the administrator to use the "Informal Observation: General Form" or "The Informal Observation: Open-Ended Form."

Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends).

A teacher may request a formal observation at any time in addition to those required by this procedure. Requests for additional observations must be made to the building administrator and approved by the OTES committee. The district will be as accommodating in meeting these requests as possible. If any portion of the OTES evaluation process is interrupted by unforeseen circumstances, the teacher and evaluator will meet and mutually agree upon future dates and times to complete the evaluation process. Any timelines set forth in the Article shall be modified in the event that the teacher evaluation procedure cannot be adhered to because the teacher or the evaluator is unavailable due to absence or school closure. The timeline extension shall equal the number of days the teacher or evaluator was unavailable.

P. Teachers Placed on an Improvement Plan:

When a teacher is found to be ineffective, the evaluator and teacher shall develop a plan for remediation of identified deficiencies at the post-observation conference or formal debriefing and such plan shall be reduced to writing and provided to the teacher within 10 days working days following the post-observation conference or formal debriefing.

The improvement plan, as outline in this section shall detail:

1. Performance issues documented as deficient
2. Specific performance expectations
3. The allocation of resources and assistance to be provided by the district noted in the post-conference form to support professional development of the teacher.

4. Sufficient, specific timelines, not less than six (6) weeks and no more than 183 contractual work days to allow for the improvement of identified deficiencies. A plan shall not extend beyond the time the teacher has met the requirements of the improvement plan (as evidenced with documented data).
5. The provisions for teachers will be provided release time to allow for observations with the teacher under an improvement plan.

Teachers will be notified by May 10 of a nonrenewal recommendation.

Q. 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. A copy, signed by both parties, shall be provided to the teacher.

R. Observation for "Accomplished" or "Skilled" Teachers in a Non-Evaluation Year

In any year in which a Teacher who has not been formally evaluated as a result of having previously received a rating of "Accomplished" or "Skilled," the evaluator shall conduct at least one observation and hold a conference with the teacher using the formal walkthrough and post-conference forms in the eTPES. The completed forms will be entered in eTPES.

- S. The Board shall not conduct an evaluation of a teacher who was on approved leave for more than 50% or more of the school year, or whom has submitted a notice of retirement on or before December 1 of the school year.

305 NON-RENEWAL AND TERMINATION

- A. A teacher may terminate a contract with the Board of Education by resignation prior to July 10, or at any other time after July 10 by mutual consent with the Board of Education.
- B. Non-renewal of any limited contract shall be in compliance with the steps contained in this provision. The following steps do not interfere with the authority of the Board to make the final decision on renewal or non-renewal. The process in Article 305 shall replace and supersede 3319.11 of the Ohio Revised Code.

The administration shall inform any teacher of the decision to non-renew prior to May 10. The administration shall also meet, prior to May 10, with the teacher involved to discuss the reasons for the recommendation. The teacher will be permitted to be accompanied by a representative of the Association.

The teacher will, upon request, be granted an opportunity to speak to the Board of Education. This meeting will be prior to any action by the Board on the recommendation for non-renewal. This meeting shall be in executive session. The teacher shall be permitted to be accompanied by a representative of the Association.

- C. The Board may terminate the contract of any employee as prescribed in Section 3319.16 *et. seq.* of the Ohio Revised Code. These sections provide for termination for just cause.
- D. The Board shall re-employ the current supplemental contracts before June 1, unless the Administration makes a recommendation to the contrary. Prior to making such a recommendation, the Administration shall:
 - 1. Inform the teacher of the decision at least ten (10) days prior to making the recommendation to the Board.
 - 2. If a supplemental contract holder is being considered for non-renewal, he or she must be evaluated and given reason in writing for non-renewal. The administration shall meet with the teacher involved to discuss the reasons for the recommendation. The teacher may be accompanied by a representative of the Association.
 - 3. Upon request, the teacher will be granted an opportunity to speak with the Board in Executive Session. The teacher shall be permitted to be accompanied by a representative of the Association.
 - 4. If a supplemental contract is being terminated because of financial reasons or lack of participants, no evaluation is necessary.

306 REDUCTION IN FORCE

- A. When, by reason of decreased enrollment of pupils, lack of funds, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District, the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction in accordance with Section 3319.17 of the Ohio Revised Code.

The parties agree that these procedures apply only to the suspension of contracts under Section 3319.17 of the Ohio Revised Code or for financial reasons. The article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the District except as they are limited by provisions of this Agreement.

The parties agree that when the Superintendent finds is necessary to recommend reduction in force, he shall not accomplish this by non-renewal of contracts. If a teacher's contract is affected by this provision, and the teacher's contract is eligible for renewal, the Superintendent will recommend that the teacher's contract be renewed and then suspended in accordance with the provisions of this section. This procedure is applicable only if the teacher's contract would have been recommended for renewal had it not been necessary to apply this reduction in force procedure.

- B. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent, who shall, in cases of suspensions, within each

teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority.

Factors other than seniority and contract status may be used to determine those affected by a reduction in force if the Superintendent is able to clearly demonstrate that the use of some other factor is necessary to achieve a fiscal or other educational goal that could not be met by the strict adherence to seniority and contract status.

1. RIF Procedure for Teachers

Employees who are considered “teachers” under ORC 3319.111 and the OTES shall have their contracts suspended in the event of a reduction in force according to the following procedure.

- a. First, positions vacated as a result of voluntary resignation, retirement, or death shall not be filled.
- b. Second, all contracts of reemployed retirees in affected areas shall not be renewed.
- c. Third, teacher in affected areas shall be reduced in the following order:
 - i. Limited contract teacher with a final summative evaluation rating of “Ineffective” in reverse order of seniority.
 - ii. Continuing contract teachers with a final summative evaluation rating of “Ineffective” in reverse order of seniority.
 - iii. Limited contracts teachers with a final summative evaluation rating of “Developing” in reverse order of seniority.
 - iv. Continuing contract teachers with a final summative evaluation rating of “Developing” in reverse order of seniority.
 - v. Limited contract teachers with a final summative evaluation rating of “Skilled” in reverse order of seniority.
 - vi. Continuing contract teachers with a final summative evaluation rating of “Skilled” in reverse order of seniority.
 - vii. Limited contract teachers with a final summative evaluation rating of “Accomplished” in reverse order of seniority.
 - viii. Continuing contract teachers with a final summative evaluation rating of “Accomplished” in reverse order of seniority.

2. Defining Comparability

All teachers rated "Accomplished" shall be deemed comparable to one another.

All teachers rated "Skilled" shall be deemed comparable to one another.

All teachers rated "Developing" shall be deemed comparable to one another.

All teachers rated "Ineffective" shall be deemed comparable to one another.

Factors other than seniority and contract status may be used to determine those affected by a reduction in force if the Superintendent is able to clearly demonstrate that the use of some other factor is necessary to achieve a fiscal or other educational goal that could not be met by strict adherence to seniority and contract status.

- C. In September of each year and whenever a reduction in force situation is eminent, a seniority list shall be prepared ranking all tenured teachers in the District by seniority and in descending order, giving areas of certification, followed by all non-tenured teachers in the District listed in a like manner. The President of the Association will be supplied a copy of this list. Prior to reduction in force, the Superintendent and Association President will review the seniority list together.

1. "Seniority" is that time period of unbroken continuous employment from the date of initial employment or most recent re-employment after a break in continuous service and shall include all time of sick leave, Board approved, paid, leaves of absence (including military).
2. "Break in Continuous Service" shall mean a termination of continuous employment due to resignation, contract non-renewal or termination, or failure to return to work at the expiration of any leave of absence. An unpaid leave of absence does not constitute a break in continuous service. No seniority shall accrue during an unpaid leave of absence. Specially funded teachers whose contracts were non-renewed because of a lack of funds prior to the effective date of this agreement shall not be considered to have had a break in continuous service.
3. Teachers who have had their contracts suspended or reduced to part-time as part of a reduction in force shall maintain their seniority and shall receive a full year's credit in seniority.
4. If two or more teachers have the same length of continuous service, seniority shall be determined by the following sequential steps:
 - a. the first days of work, and then by;
 - b. the date of the Board meeting at which the teacher was hired, and then by;
 - c. the date the teacher signed the initial employment contract in the district, and then by;

- d. any remaining ties will be broken by lot. Teachers will draw straws. The teacher whose birthday is earliest in the calendar year shall draw first. Short straw shall be subject the reduction in force.
- D. Teachers or tutors whose positions are specially funded annually by state or local revenue grants shall have the same employment rights as other bargaining unit teachers. When, because of the uncertainty of the availability of funds, it becomes necessary for the Superintendent to recommend that such teachers or tutors must be subject to reduction in force procedures their contracts will be renewed and then suspended, unless the Superintendent finds it necessary to recommend non-renewal for cause. If funding is not certified by August 1, then the specially funded teacher or tutors shall be permitted to use the reduction in force policy of this Agreement. Any teacher or tutor in a specially funded program who utilizes the reduction in force procedures must return to the program, if funds become available in the same year that the teacher or tutor utilized the reduction in force procedures.

E. **Recall Rights**

- 1. The names of teacher whose limited contracts are suspended as a result of reduction in force shall be placed on a recall list for thirty-six (36) months following such reduction.
- 2. The recall period shall begin the day following the last actual work date of the teacher being affected by the reduction.
- 3. Continuing contract teachers whose contracts are suspended as a result of reduction in force shall be placed on a recall list in accordance with Section 3319.17 of the Ohio Revised Code, which provides that such teachers shall have the right of restoration to continuing contract status.
- 4. Teachers on the recall list shall have the following rights:
 - a. No new teachers will be employed by the Board while there are teachers on the recall list who hold valid teaching certificates for the vacancy. Such teachers on the recall list shall be recalled according to final summative evaluation rating. If teacher's final summative rating is comparable, as defined above, then recall shall occur according to reverse seniority-last out, first to be reinstated.
 - b. When a determination is made to fill vacancies, a letter will be sent, by certified mail, to the last known address of the selected teacher on the recall list who is qualified according to these provisions. It is the teacher's responsibility to keep the central office informed of his/her current address along with changes in qualification and licenses/endorsements. All teacher must respond, in writing via certified mail, to the offices of the Board of Education within ten (10) calendar days after receipt of notice of recall by

certifies mail. *Any affected teacher who fails to do so will forfeit any right of recall.

- c. A teacher on the recall list, upon acceptance of the notification to resume active employment status, will return to the status with the same seniority, accumulation of sick leave, and salary schedule placement as the teacher enjoyed at the time of reduction.

F. **Notice**

1. When the Superintendent intends to recommend suspension of contracts to achieve a reduction in force, he shall give notice of such intent to the President of the Association at least fourteen (14) calendar days prior to Board action.
2. Individually affected teacher whose contracts are to be suspended hereunder will be given notice of the Superintendent's intention to recommend such contract action to the Board at least fourteen (14) calendar days prior to Board action.

- * Receipt of notice is evidenced by return receipt signed by any person. The Treasurer shall enter the fact of mailing in the teacher's official personnel file and make a similar entry when the return receipt is received by him/her. If the envelope is returned with an endorsement showing failure of delivery, the Treasurer shall file the return receipt of returned envelope in the teacher's official personnel file. Notice shall be deemed completed when the refusal of certified mailing is entered in the teacher's personnel file.

307 ASSIGNMENTS, VACANCIES AND TRANSFERS

- A. All staff assignments shall be made by the Superintendent in consultation with the teacher. Proposed assignments shall be made at the time of employment.
- B. A teacher shall have the same teaching assignment in subsequent years unless otherwise notified in writing the Superintendent prior to July 20 of the year in which the assignment is to take effect.
- C. The administration shall prepare a list of all vacancies as soon as they become known. A copy of this list shall be sent to each school and posted on the teachers' bulletin board next to where the teachers sign in. This list shall contain a date which is clearly identified as the deadline for the acceptance of applications for each vacant position. This list shall be updated whenever an opening occurs. A copy of the list shall be sent to the Association President.

D. **Voluntary Transfers**

1. Teachers desiring a transfer will make his/her request in writing to the Superintendent, specifying a specific discipline, grade level(s) and/or building. A teacher may withdraw their request any time prior to the Superintendent's official action on the transfer.

2. All teachers within the system shall be considered for vacancies before consideration is given anyone outside the system. Teachers within the system who apply for a transfer to a specific position shall be granted an interview to discuss their qualifications, experience and seniority within the school system which relate to the vacancy. Staff members requesting a transfer shall then be considered for the vacancy prior to consideration of other applicants from outside the school district. All applicants shall be considered on the basis of qualifications and experience. Seniority shall be the deciding factor if all other qualifications are equal.
3. Teachers desiring to be considered for possible vacancies during the summer months shall file a notice of intention with the central office prior to June 1, together with an address and telephone number where they may be reached.

E. Involuntary Transfers

1. A conference shall be held between the teacher and the principal explaining the reasons a transfer of the teacher is being considered. The teacher shall be given a written statement of the reasons at this time. Upon the request of the teacher, a representative of the PSLEA shall be at the meeting.
2. Teachers subject to involuntary transfers shall be offered alternative choices, if any are available, and state their preference for consideration prior to the Superintendent's official action on the transfer.
3. Involuntary transfers may occur at any time provided that such transfers are made by the Superintendent in accordance with the provisions of this section.

308 PARENTAL VISITATIONS

In order to provide for the orderly functioning of the District and to protect the educational process from undue interruptions, the parties agree that all parental visits to the classroom will occur only after the appropriate Board policy, and/or rules and regulations governing such visits have been followed.

309 PROGRESSIVE DISCIPLINE

- A. Disciplinary actions affecting an employee shall be administered only for just cause and such disciplinary action shall include:
 1. Verbal reprimand
 2. Written reprimand
 3. Suspension without pay
 4. Contract termination
- B. Contract non-renewal shall not be deemed to be a disciplinary action.

- C. Disciplinary action shall follow a progression except when the nature of the infraction is serious enough to warrant bypassing one or more steps of progressive discipline.
- D. Except for contract termination, appeals of disciplinary actions shall be made through the Grievance Procedure. Contract termination appeals shall be made through the procedures set forth in R.C. Section 3319.16 and 3319.161.
- E. When the disciplinary action recommended by the administrator involves a suspension without pay, a recommendation for such action shall be made to the Board of Education and the Board of Education shall have the authority to sustain or modify the recommended action.
- F. Any documentation of a verbal reprimand shall not be placed in a teacher's personnel file.

310 HIRING/REHIRING OF RETIRED CERTIFIED PERSONNEL

- A. Limited contracts for one year only.
- B. Cannot receive severance pay.
- C. Hired in between step 0 and 10.
- D. Begins with zero (0) days of sick leave accumulation.
- E. Not eligible for "Super Severance".
- F. Starts with zero (0) days seniority.
- G. No notice of non-renewal is necessary. No reasons for non-renewal need be provided. (Retirees hired into the system shall only receive a one-year limited contract that is automatically non-renewed without any requirement for evaluation or compliance with ORC Section 3319.11 and 3319.111.) This negotiated agreement would supersede ORC Sections 3319.11 and 3319.111.

311 RESIDENT EDUCATOR

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.

B. Resident Educator Mentor

1. Qualifications

The Resident Educator Mentor must meet the qualifications prescribed by ODE to serve as a mentor and utilize ODE's formative assessment tools.

2. Selection

Members interested in attaining the role of Resident Educator Mentor to a resident educator shall notify the Superintendent and Association President in writing not later than April 1.

3. Responsibilities

- a. The Resident Educator Mentor shall carry out the Resident Educator Program in conjunction with the Resident Educator rules, regulations, and guidelines developed by ODE.
- b. Upon advanced approval by the building principal, release time during the workday will be provided for observation purposes to the Resident Educator mentor and the Resident Educator. The Resident Educator Mentor will notify the building Principal(s) of the date and time they plan to meet with the Resident Educator no less than three (3) workdays prior to the date.
- c. The Resident Educator Mentor does not have a formal evaluative role. Any assessments that are evaluative in nature shall not be performed by the Resident Educator Mentor.
- d. The maximum number of Resident Educators a Resident Educator Mentor can have is two (2) per year.
- e. The Director of Curriculum will supervise the Resident Educator program and will be the mentor for the resident educators in years 3 and 4.

C. Resident Educator

Confidentiality of the Mentoring Process

1. To the extent permitted by law, all interaction, written or verbal, between the Resident Educator mentor, Resident Educator, and the Resident Educator Coordinator shall be regarded as confidential. Any violation of this tenet by the Resident Educator Mentor shall constitute grounds for immediate removal from the role as Resident Educator Mentor and result in a newly-assigned Resident Educator Mentor.
2. 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 evaluation of the Resident Educator's performance.
3. To the extent permitted by law, all information, written or verbal, shall not be used in any employment or re-employment situation by the Board and shall be confidential between the Resident Educator Mentor and the Resident Educator.

Protections

1. A Resident Educator Mentor shall be held harmless in the event that a Resident Educator fails or does not complete the program.
2. A Resident Educator Mentor shall be held harmless by the Board in the event that the Board non-renews the Resident Educator.

D. Compensation

A Resident Educator Mentor and the Resident Educator Coordinator shall both be provided Board-paid, ongoing professional development related to the mentoring process. If approved by the Board, the Resident Educator will receive full reimbursement for expenses to attend regional mentor network meetings.

Each Resident Educator Mentor shall be paid a stipend(s) in years one and two as indicated below. The stipend is to be paid in June of the school year.

- Resident Educator Mentor Year One \$600.00
- Resident Educator Mentor Year Two \$600.00

ARTICLE IV – WORKING CONDITIONS

401 PLANNING TIME

All minimum planning time listed herein shall occur during the teacher's regular contracted day.

Elementary (K-6): The daily schedule for each elementary teacher, including media specialists, specially funded teachers, special area teachers – i.e., music, physical education, guidance counselor, will be arranged to provide for:

1. A daily thirty (30) minute, uninterrupted, duty-free, lunch period, exclusive of travel time to and from class.
2. A daily, uninterrupted planning period during which the teacher will not be responsible for supervising students. Planning periods shall be no less than two hundred (200) minutes each full week for full-time teachers.

Secondary (7-12): The daily schedule for each secondary teacher, including media specialists, special area teachers – i.e., music, physical education, guidance counselors, specially funded teachers, will be so arranged to provide for:

1. A daily thirty (30) minute, uninterrupted, duty-free lunch period, exclusive of travel time to and from class.

2. A daily, uninterrupted planning period during which time the teacher will not be responsible for supervising students. Each teacher's planning period shall be the length of a regularly scheduled period.

Intervention Specialist: Upon request of an intervention specialist, as processed through the principal and/or Director of Special Education, the Superintendent/designee may grant additional release time for writing IEP's and other state mandated paperwork.

402 TEACHING HOURS

Teachers will be required to indicate their presence in the building by checking the appropriate column of an alphabetically typed list of teachers that is to be provided in each building. These lists are to be centrally located for easy accessibility of the teachers. The teacher shall initial the "in" column under the appropriate day prior to the established starting time for the particular building and the "out" column prior to leaving the school at the end of the day.

If the school district institutes a delayed starting time option, teachers shall not have to report at their regular times. Teachers shall report the same number of minutes prior to the commencement of a delayed scheduled days as they would normally report on a regular day. The teachers' day shall be no more than seven (7) hours and twenty-five (25) minutes in length. When leave is requested in increments of less than a full day, such leave shall be rounded to the nearest one-quarter of day (i.e. 1 hour and 52 minutes).

The teachers' contract year shall be 183 days.

RTI Coaches who perform the duty for the entire school year shall be compensated as follows:

1. Elementary (K-4) at \$900.00 (2016-2019)
2. Grades 5-12 at \$450.00 (2016-2019)

403 SCHOOL CALENDAR

PSLEA shall provide input in determining the school calendar. Recommendation(s) are to be advisory in nature only.

One professional work day will be scheduled for the purpose of allowing teachers to prepare for the first day of teaching (including providing teachers an updated schedule and roster of the students in their classes). The schedule for the work day shall be no longer than contractual 7 hours and 25-minute work day (worked consecutively) and shall include a 30-minute uninterrupted meal period.

The Board or administrators may schedule a district-wide or building meeting not to exceed a total of 90 minutes at the start of the professional work day. New hires may be required to attend one (1) day orientation (exclusive of additional pay) prior to the first work day of the school year.

Open Houses shall be scheduled in each school building at the discretion of the Board so long as Open Houses are not scheduled prior to the first teacher work day.

404 STAFF-ADMINISTRATIVE COMMITTEE

- A. A "quality" committee made up of one (1) teacher from each building, one (1) at large member and the association president or designee all as named by the Association, and an administrator from each building and the superintendent or designee will meet monthly (September-November/January-May) during the school year. Such committee shall discuss items of mutual interest and make studies and formal or informal recommendations to the Superintendent as to such items. The items shall be placed upon an agenda developed by the Association President and the Superintendent, but the agenda may not include grievances, negotiations or changes in the evaluation procedure. By September 15 of each school year the President of the Association and the Superintendent will mutually establish the times, date and places of the meetings. Additional meetings will be held if mutual agreement is reached between the President of the Association and the Superintendent.

Minutes of the meetings will be kept and distributed to all staff, administration, and board.

- B. Building level "Quality Teams" will meet monthly (September-November/January-May) to discuss building concerns and problems. Such committees shall discuss items of mutual interest and make studies and formal or informal recommendations to the Principal as to such items. The items shall be placed on an agenda developed by the building principal. The agenda will be distributed to all building staff members at least one week prior to the date of the team meeting. All staff members will have an opportunity to suggest additional items for the agenda. The agenda may not include grievances, negotiations or changes in the evaluation procedure.

Minutes of the meeting will be kept and distributed to all staff involved, including copies to the Superintendent and the President of the Association. All problems remaining unresolved at this level will be forwarded to the Staff-Administrative Quality Committee no later than the next regular meeting of the Staff-Administrative Quality Committee following the determination that the building level quality team has been unable to resolve the problem.

405 TEACHER/PARENT CONFERENCE DAY

The Association and the Board agree that conference days (K-12) will be implemented by the administration and teachers with the approval of the Board of Education.

406 TRAVEL TIME ALLOTMENTS

Teachers who travel between buildings shall have work schedules which allow for said travel and adequate preparation time before commencing any duty. Travel will not be counted as planning time.

407 SCHOOL BUILDING MASTER SCHEDULES

Building Leadership Teams (BLTs) in each school building will give input, no later than April 15 to the building administration to design the Master Schedule for the upcoming school year for their respective building. The Master Schedules will be available no later than the last student day of each year.

408 CALAMITY DAYS

When the Superintendent decides to close school on account of a calamity or emergency, the following procedures shall apply:

- a. Staff shall not be required to report to work on the first five (5) calamity days of any school year, and such days shall not be made up.
- b. So long as ODE permits the use of blizzard bag/electronic day ("eDay") lessons to count toward student instructional hours, individual teachers shall prepare blizzard bag lessons/eDay lessons for calamity days six, seven and eight. On such days, teachers shall not be required to report to school but shall be available during regular school hours to respond to work-related emails.
- c. So long as ODE permits the use of blizzard bag/electronic day ("eDay") lessons to count toward student instructional hours, beginning with calamity days nine (9) and beyond, staff may be required to report to work if their school is closed due to extreme temperatures, inoperability of school busses or other equipment necessary to the school's operation, temporary circumstances due to utility failure which render a school building unfit for school use, or disease epidemic involving students.
- d. The Board reserves the right to make up contractual days beyond either calamity days (when eDays are permissible) or beyond five calamity days (if eDays are not permissible), when the school in which a unit member is assigned is closed due to the Superintendent declaring a calamity day. Unit members shall not be paid additionally to work these make-up days if the unit member did not report to work on the day in which their school was closed due to declared calamity.

ARTICLE V – SALARY AND FRINGE BENEFITS

500 CERTIFIED SALARY SCHEDULES AND INDICES
2016-2017 SALARY SCHEDULE

Public Schools Local School District
Certified Salary Schedule
Fiscal Year 2016-17

4.25%

Bachelor's Degree			Bachelor's Degree Plus 15 Hours*			Master's Degree			Master's Degree Plus 30 Hours		
Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary
0	1	\$ 34,142.13	0	1.036	\$ 35,436.53	0	1.096	\$ 37,385.63	0	500	\$ 37,885.63
1	1.036	\$ 35,436.63	1	1.081	\$ 36,907.64	1	1.143	\$ 38,024.45	1	600	\$ 38,524.45
2	1.076	\$ 36,736.63	2	1.124	\$ 38,376.75	2	1.191	\$ 40,063.26	2	800	\$ 41,163.26
3	1.114	\$ 38,034.33	3	1.167	\$ 39,843.87	3	1.239	\$ 42,302.10	3	900	\$ 42,802.10
4	1.152	\$ 39,331.73	4	1.21	\$ 41,311.96	4	1.297	\$ 43,840.92	4	1000	\$ 44,440.92
5	1.19	\$ 40,629.13	5	1.253	\$ 42,780.09	5	1.335	\$ 45,579.74	5	500	\$ 46,079.74
6	1.228	\$ 41,926.54	6	1.296	\$ 44,245.20	6	1.383	\$ 47,218.57	6	600	\$ 47,718.57
7	1.266	\$ 43,223.94	7	1.339	\$ 45,716.31	7	1.431	\$ 48,867.39	7	700	\$ 49,267.39
8	1.304	\$ 44,521.34	8	1.382	\$ 47,184.42	8	1.479	\$ 50,498.21	8	800	\$ 50,998.21
9	1.342	\$ 45,818.74	9	1.426	\$ 48,652.64	9	1.527	\$ 52,135.03	9	900	\$ 52,635.03
10	1.38	\$ 47,116.14	10	1.468	\$ 50,120.85	10	1.575	\$ 53,773.85	10	1000	\$ 54,273.85
11	1.418	\$ 48,413.54	11	1.511	\$ 51,588.78	11	1.623	\$ 55,412.66	11	750	\$ 55,982.66
12	1.456	\$ 49,710.94	12	1.554	\$ 53,058.87	12	1.671	\$ 57,061.50	12	750	\$ 57,601.50
13	1.494	\$ 51,008.34	13	1.597	\$ 54,524.98	13	1.719	\$ 58,690.32	13	750	\$ 59,440.32
14	1.532	\$ 52,305.74	14	1.64	\$ 55,993.08	14	1.767	\$ 60,329.14	14	750	\$ 61,079.14
15	1.57	\$ 53,603.14	15	1.683	\$ 57,461.20	15	1.815	\$ 61,967.97	15	750	\$ 62,717.97
16	1.57	\$ 53,603.14	16	1.683	\$ 57,461.20	16	1.815	\$ 61,967.97	16	750	\$ 62,717.97
17	1.57	\$ 53,603.14	17	1.683	\$ 57,461.20	17	1.815	\$ 61,967.97	17	750	\$ 62,717.97
18	1.57	\$ 53,603.14	18	1.683	\$ 57,461.20	18	1.815	\$ 61,967.97	18	750	\$ 62,717.97
19	1.57	\$ 53,603.14	19	1.683	\$ 57,461.20	19	1.815	\$ 61,967.97	19	750	\$ 62,717.97
20	1.608	\$ 54,900.55	20	1.726	\$ 58,929.32	20	1.863	\$ 63,606.79	20	750	\$ 64,396.79
21	1.608	\$ 54,900.55	21	1.726	\$ 58,929.32	21	1.863	\$ 63,606.79	21	1000	\$ 64,806.79
22	1.608	\$ 54,900.55	22	1.726	\$ 58,929.32	22	1.863	\$ 63,606.79	22	1000	\$ 64,806.79
23	1.608	\$ 54,900.55	23	1.726	\$ 58,929.32	23	1.863	\$ 63,606.79	23	1000	\$ 64,806.79
24	1.608	\$ 54,900.55	24	1.726	\$ 58,929.32	24	1.863	\$ 63,606.79	24	1000	\$ 64,806.79
25	1.646	\$ 56,197.95	25	1.769	\$ 60,397.43	25	1.911	\$ 65,245.61	25	1000	\$ 65,245.61
26	1.646	\$ 56,197.95	26	1.769	\$ 60,397.43	26	1.911	\$ 65,245.61	26	1000	\$ 65,245.61
27	1.646	\$ 56,197.95	27	1.769	\$ 60,397.43	27	1.911	\$ 65,245.61	27	1000	\$ 65,245.61
28	1.646	\$ 56,197.95	28	1.769	\$ 60,397.43	28	1.911	\$ 65,245.61	28	1000	\$ 65,245.61
29	1.646	\$ 56,197.95	29	1.769	\$ 60,397.43	29	1.911	\$ 65,245.61	29	1000	\$ 65,245.61
30	1.646	\$ 56,197.95	30	1.769	\$ 60,397.43	30	1.911	\$ 65,245.61	30	1000	\$ 65,245.61

* In 1993 the negotiated agreement changed the salary schedule from Bachelor's and 180 hours (180 semester hours) to Bachelor's plus 15 hours (15 semester hours) subsequent to the baccalaureate degree. All staff members which were currently classified on the B and 150 hour step column grandfathered on the Bachelor's plus 15 hours.

Teachers affected by the 2011-2012 step freeze shall have one step restored.

Teachers affected by the 2012-2013 step freeze shall have one step restored.

**Public Schools Local School District
Certified Salary Schedule
Fiscal Year 2017-18**

2.00%

Bachelor's Degree			Bachelor's Degree Plus 15 Hours*			Master's Degree			Master's Degree Plus 30 Hours			
Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	
	0	1	\$ 34,824.97	0	1.038	\$ 36,146.32	0	1.085	\$ 36,133.34	0	800	\$ 36,633.34
	1	1.038	\$ 36,148.32	1	1.081	\$ 37,345.79	1	1.143	\$ 38,504.94	1	800	\$ 40,204.94
	2	1.076	\$ 37,471.67	2	1.124	\$ 38,143.27	2	1.191	\$ 41,476.54	2	800	\$ 41,876.54
	3	1.114	\$ 38,796.02	3	1.167	\$ 40,640.74	3	1.239	\$ 43,148.14	3	800	\$ 43,648.14
	4	1.152	\$ 40,118.37	4	1.21	\$ 42,136.21	4	1.287	\$ 44,819.74	4	800	\$ 45,319.74
	5	1.19	\$ 41,441.71	5	1.253	\$ 43,635.69	5	1.335	\$ 46,491.33	5	800	\$ 46,991.33
	6	1.228	\$ 42,765.06	6	1.298	\$ 45,133.16	6	1.383	\$ 48,182.93	6	800	\$ 48,682.93
	7	1.266	\$ 44,088.41	7	1.339	\$ 46,630.63	7	1.431	\$ 49,834.53	7	800	\$ 50,334.53
	8	1.304	\$ 45,411.76	8	1.382	\$ 48,128.11	8	1.479	\$ 51,506.13	8	800	\$ 52,006.13
	9	1.342	\$ 46,735.11	9	1.425	\$ 49,625.59	9	1.527	\$ 53,177.73	9	800	\$ 53,677.73
	10	1.38	\$ 48,058.46	10	1.468	\$ 51,123.06	10	1.575	\$ 54,848.33	10	800	\$ 55,348.33
	11	1.418	\$ 49,381.81	11	1.511	\$ 52,620.53	11	1.623	\$ 56,520.93	11	750	\$ 57,270.93
	12	1.456	\$ 50,705.16	12	1.554	\$ 54,118.00	12	1.671	\$ 58,182.62	12	750	\$ 58,942.62
	13	1.494	\$ 52,028.51	13	1.597	\$ 55,615.48	13	1.719	\$ 59,864.12	13	750	\$ 60,614.12
	14	1.532	\$ 53,351.86	14	1.64	\$ 57,112.95	14	1.767	\$ 61,536.72	14	750	\$ 62,286.72
	15	1.57	\$ 54,675.20	15	1.683	\$ 58,610.42	15	1.815	\$ 63,267.32	15	750	\$ 63,957.32
	16	1.57	\$ 54,675.20	16	1.683	\$ 58,610.42	16	1.815	\$ 63,267.32	16	750	\$ 63,957.32
	17	1.57	\$ 54,675.20	17	1.683	\$ 58,610.42	17	1.815	\$ 63,267.32	17	750	\$ 63,957.32
	18	1.57	\$ 54,675.20	18	1.683	\$ 58,610.42	18	1.815	\$ 63,267.32	18	750	\$ 63,957.32
	19	1.57	\$ 54,675.20	19	1.683	\$ 58,610.42	19	1.815	\$ 63,267.32	19	750	\$ 63,957.32
	20	1.608	\$ 55,998.55	20	1.726	\$ 60,107.90	20	1.853	\$ 64,878.92	20	750	\$ 65,628.92
	21	1.608	\$ 55,998.55	21	1.726	\$ 60,107.90	21	1.853	\$ 64,878.92	21	1000	\$ 65,878.92
	22	1.608	\$ 55,998.55	22	1.726	\$ 60,107.90	22	1.853	\$ 64,878.92	22	1000	\$ 65,878.92
	23	1.608	\$ 55,998.55	23	1.726	\$ 60,107.90	23	1.853	\$ 64,878.92	23	1000	\$ 65,878.92
	24	1.608	\$ 55,998.55	24	1.726	\$ 60,107.90	24	1.853	\$ 64,878.92	24	1000	\$ 65,878.92
	25	1.646	\$ 57,321.90	25	1.769	\$ 61,606.37	25	1.911	\$ 68,590.52	25	1000	\$ 67,590.52
	26	1.646	\$ 57,321.90	26	1.769	\$ 61,606.37	26	1.911	\$ 68,590.52	26	1000	\$ 67,590.52
	27	1.646	\$ 57,321.90	27	1.769	\$ 61,606.37	27	1.911	\$ 68,590.52	27	1000	\$ 67,590.52
	28	1.646	\$ 57,321.90	28	1.769	\$ 61,606.37	28	1.911	\$ 68,590.52	28	1000	\$ 67,590.52
	29	1.646	\$ 57,321.90	29	1.769	\$ 61,606.37	29	1.911	\$ 68,590.52	29	1000	\$ 67,590.52
	30	1.646	\$ 57,321.90	30	1.769	\$ 61,606.37	30	1.911	\$ 68,590.52	30	1000	\$ 67,590.52

* In 1983 the negotiated agreement changed the salary schedule from Bachelor's and 150 hours (150 semester hours) to Bachelor's plus 15 hours (15 semester hours) subsequent to the baccalaureate degree. All staff members which were currently classified on the B and 150 hours step column grandfathered on the Bachelor's plus 15 hours.

2017-2018 SALARY SCHEDULE

**Proble Shawnee Local School District
 Certified Salary Schedule
 Fiscal Year 2018-19**

1.75%

Bachelor's Degree			Bachelor's Degree Plus 15 Hours*			Master's Degree			Master's Degree Plus 30 Hours		
Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary
0	1	\$ 35,434.41	0	1.036	\$ 38,780.92	0	1.095	\$ 38,800.88	0	500	\$ 39,300.88
1	1.036	\$ 36,780.82	1	1.081	\$ 39,304.80	1	1.143	\$ 40,581.53	1	600	\$ 41,001.53
2	1.076	\$ 38,127.43	2	1.124	\$ 40,828.28	2	1.191	\$ 42,282.38	2	500	\$ 42,702.38
3	1.114	\$ 39,473.83	3	1.167	\$ 42,351.98	3	1.236	\$ 43,803.23	3	500	\$ 44,403.23
4	1.152	\$ 40,820.44	4	1.21	\$ 42,875.84	4	1.287	\$ 45,304.09	4	500	\$ 45,104.09
5	1.19	\$ 42,166.85	5	1.253	\$ 44,398.32	5	1.335	\$ 47,304.84	5	500	\$ 47,804.84
6	1.228	\$ 43,513.46	6	1.295	\$ 45,823.00	6	1.383	\$ 49,605.79	6	500	\$ 49,605.79
7	1.266	\$ 44,859.86	7	1.339	\$ 47,446.87	7	1.431	\$ 52,706.84	7	500	\$ 51,206.84
8	1.304	\$ 46,206.47	8	1.382	\$ 48,970.36	8	1.479	\$ 52,407.48	8	500	\$ 52,807.48
9	1.342	\$ 47,552.88	9	1.428	\$ 50,494.08	9	1.527	\$ 54,108.34	9	800	\$ 54,808.34
10	1.38	\$ 48,899.48	10	1.468	\$ 52,017.71	10	1.575	\$ 55,809.20	10	500	\$ 56,309.20
11	1.418	\$ 50,245.89	11	1.511	\$ 53,541.39	11	1.623	\$ 57,510.05	11	750	\$ 58,280.05
12	1.456	\$ 51,592.50	12	1.554	\$ 55,065.07	12	1.671	\$ 59,210.90	12	750	\$ 59,880.90
13	1.494	\$ 52,939.01	13	1.597	\$ 56,588.75	13	1.719	\$ 60,911.75	13	750	\$ 61,581.75
14	1.532	\$ 54,285.52	14	1.64	\$ 58,112.43	14	1.767	\$ 62,612.60	14	750	\$ 63,282.60
15	1.57	\$ 55,632.02	15	1.688	\$ 59,636.11	15	1.815	\$ 64,313.45	15	750	\$ 65,083.45
16	1.57	\$ 55,632.02	16	1.688	\$ 59,636.11	16	1.815	\$ 64,313.45	16	750	\$ 65,083.45
17	1.57	\$ 55,632.02	17	1.688	\$ 59,636.11	17	1.815	\$ 64,313.45	17	750	\$ 65,083.45
18	1.57	\$ 55,632.02	18	1.688	\$ 59,636.11	18	1.815	\$ 64,313.45	18	750	\$ 65,083.45
19	1.57	\$ 55,632.02	19	1.688	\$ 59,636.11	19	1.815	\$ 64,313.45	19	750	\$ 65,083.45
20	1.608	\$ 56,978.53	20	1.726	\$ 61,159.79	20	1.863	\$ 66,014.31	20	750	\$ 66,764.31
21	1.608	\$ 56,978.53	21	1.726	\$ 61,159.79	21	1.863	\$ 66,014.31	21	1000	\$ 67,014.31
22	1.608	\$ 56,978.53	22	1.726	\$ 61,159.79	22	1.863	\$ 66,014.31	22	1000	\$ 67,014.31
23	1.608	\$ 56,978.53	23	1.726	\$ 61,159.79	23	1.863	\$ 66,014.31	23	1000	\$ 67,014.31
24	1.608	\$ 56,978.53	24	1.726	\$ 61,159.79	24	1.863	\$ 66,014.31	24	1000	\$ 67,014.31
25	1.646	\$ 58,325.04	25	1.769	\$ 62,683.47	25	1.911	\$ 67,715.16	25	1000	\$ 68,715.16
26	1.646	\$ 58,325.04	26	1.769	\$ 62,683.47	26	1.911	\$ 67,715.16	26	1000	\$ 68,715.16
27	1.646	\$ 58,325.04	27	1.769	\$ 62,683.47	27	1.911	\$ 67,715.16	27	1000	\$ 68,715.16
28	1.646	\$ 58,325.04	28	1.769	\$ 62,683.47	28	1.911	\$ 67,715.16	28	1000	\$ 68,715.16
29	1.646	\$ 58,325.04	29	1.769	\$ 62,683.47	29	1.911	\$ 67,715.16	29	1000	\$ 68,715.16
30	1.646	\$ 58,325.04	30	1.769	\$ 62,683.47	30	1.911	\$ 67,715.16	30	1000	\$ 68,715.16

* In 1993 the negotiated agreement changed the salary schedule from Bachelor's and 150 hours (180 semester hours) to Bachelor's plus 15 hours (15 semester hours) subsequent to the baccalaureate degree. All staff members which were currently classified on the B and 150 hour step column grandfathered on the Bachelor's plus 15 hours.

2018-2019 SALARY SCHEDULE

501 STRS PICK UP UTILIZING THE SALARY REDUCTION METHOD

Effective September 1, 1989, the Board shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Rulings 77464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory State Teacher Retirement System contribution which has been designated as "picked up" by the Board, and the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the Board's total contribution to the State Teachers Retirement System increased thereby.

- A. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation including supplemental earning thereafter.
- B. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
- C. Payment for sick leave, personal leave, severance and supplementals, including unemployment and workman's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).
- D. Such salary reduction shall not result in a salary which is less than the salary available under the State minimum salary schedule. Should the reduction calculation result in a salary that is less than the State minimum salary schedule, pro rata reduction shall result with the employee contributing that portion which falls below such State minimum level.
- E. It is understood that it is the responsibility of each individual teacher to make necessary adjustment(s) in any other tax sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.
- F. The Board is not liable nor will it be held responsible for any related legal, IRS, STRS, or any other agencies' penalties or decisions concerning this plan now or in the future.
- G. The Association agrees to indemnify and save the Board harmless against any and all claims that shall arise out of or by reason of any action taken by the Board in compliance with provisions of the Article.

502 SUPPLEMENTAL CONTRACTS

- A. Supplemental contract positions may be filled with teachers when available and when deemed qualified by the Superintendent. The current building assignment of the teacher may not be considered during the hiring process.
- B. All supplemental contract duties will be performed outside of the regular school day, unless there is a contrary notation on the contract as issued.
- C. A listing of job descriptions will be maintained in each school building. Satisfactory performance of such supplemental contract in accordance with job descriptions so formulated shall not be considered a factor in the evaluation of the teacher's performance under the basic teaching employment contract unless notice is given to the teaching employee of such factor prior to entering into such supplemental contract.
- D. All supplemental contracts will be delivered to the holder of that contract prior to the start of the school year or season where applicable.

Any person who is newly employed in the District and is a supplemental contract holder will be given a copy of the current job description booklet prior to start of the school year or season.

- E. Head coaches may apply for one professional coaching clinic which may be approved in accordance with the professional leave provisions of the Agreement and with the applicable sections of Board policy. For all coaches, reimbursement will be provided for the following required coaching certifications: PAV, Fundamentals of Coaching, CPR* and Concussion, in accordance with the professional leave provisions of the Agreement and with the applicable sections of Board Policy.

If CPR* is offered through the district, all coaches are expected to attend and will not be reimbursed for any other CPR class.

Payment will be made within two (2) weeks upon submission to the Board Treasurer of proof of payment and successful completion.

- F. New Supplemental Positions created by the Board shall be subject to the bargaining process. Any staff member may recommend additional supplemental positions not currently listed on the supplemental salary schedule to his/her building principal. The education value/rationale of the recommended activity will be described in writing, including a study of the number of students to be involved along with a proposed job description.

If the building principal does not recommend that the supplemental position be created, he will give written reasons for the refusal to the staff member who made the proposal.

The final decision to create and recommend the supplemental position rests with the administrative staff and the Superintendent. If recommended and approved by the Board,

the supplemental position will be added to the Agreement between the Board and the Association. If a new supplemental position is added to the supplemental salary schedule, the amount of the salary will be negotiated in accordance with the negotiations procedures of the Agreement.

G. The basis for placement on the appropriate experience step shall be:

1. Equal experience in movement from head coach in the same sport (Boys/Girls) or related areas of other supplemental contracts as deemed by the Superintendent.
2. Equal experience in movement from head coach to assistant coach within the same sport (Boys/Girls) or related areas of other supplemental contracts as deemed by the Superintendent.
3. Equal experience from assistant coach to assistant coach with the same sport (Boys/Girls) or related supplemental contracts as deemed by the Superintendent.
4. Individuals with related experience within the specific area will receive one (1) experience credit for every four (4) years of experience not to exceed four (4) experience credits.
5. Individuals with related experience within the specific area will receive one (1) experience credit for every four (4) years of experience not to exceed four (4) experience credits.
6. All decisions will be responsibility of the supplemental committee with final approval by the Superintendent. Committee will consist of Athletic Director, two representatives from PSLEA, and one Administrator.

Years of experience in a supplemental position will be recognized for a teacher new to the District provided he/she assumes for the responsibilities of the position upon employment.

The terms of this contract shall also apply to any person assuming the responsibility of a supplemental contract. Candidates from outside the bargaining unit may be accorded credit for prior experience or determined appropriate by the Board of Education.

For persons holding supplemental contracts who then cease to hold a contract, prior years of experience in supplemental positions will be recognized for teachers in the district for that specific area. If it is a related or another area, experience steps as state above apply.

H. In the event that two persons hold the same supplemental position or positions, the total amount will be divided equally among the holders.

Supplemental contracts will not be divided between more than two (2) persons.

In the event that one person holds two or more supplemental positions concurrently, and teams are not combined, he/she will receive the full amount listed on the salary schedule for each position.

- I. The form requesting payment for the completion of supplemental contract duties will include a copy of the federal W-4 Form for any person wishing to file an amended W-4. The Board and the Association will work together to provide assistance to persons needing help in completing an amended W-4.

503 SUPPLEMENTAL SALARY SCHEDULES

For the 2016-2017 contract year, eligible unit members will advance one (1) step from the step the member held during the 2015-2016 contract year. Eligible unit members will advance one (1) step on the supplemental salary schedule in each subsequent contract year during the term of this Agreement. The base salary increase applied to the teacher salary schedule shall also be applied to the supplemental salary schedule for each year of this Agreement.

A joint committee of three (3) persons selected by the Association President and three (3) persons selected by the Superintendent shall meet to review and make recommendations for the Supplemental salary schedule. The joint committee shall make its recommendations are approved by the parties, a Memorandum of Understanding shall be executed that revises the Supplemental Salary Schedule for the 2017-2018 and 2018-2019 contract years.

503 SUPPLEMENTAL SALARY SCHEDULES

Category 1	Category 2	Category 3	Category 4	Category 5	Category 6	Category 7	Category 8	Category 9
Reserved/ Athletic Director	Varsity Football	Varsity Soccer	Asst. Football	Varsity Golf	7 th Football	Varsity Football Cheerleading	7 th Basketball Cheerleading	7 th Football Cheerleading
	Varsity Basketball	Varsity Volleyball	JV Basketball	Varsity Tennis	8 th Football	Reserve Basketball Cheerleading	8 th Basketball Cheerleading	8 th Football Cheerleading
	Varsity Wrestling	Cross Country	JV Wrestling	Swimming	7/8 Cross Country	Winterguard	9 th Basketball Cheerleading	Freshman Class Advisor
	District Band Director	Varsity Track	Asst. Athletic Director	Asst. Baseball	7 th Basketball	Dept. Chairperson 6-12	JV Cheerleading - Football	Soph. Class Advisor
		Varsity Baseball	Asst. Band Director	Asst. Softball	8 th Basketball	HS Student Council	Senior Class Advisor	National Honor Society
		Varsity Softball	Musical Director	Asst. Track	7/8 Wrestling	Asst. Musical Director	JH Student Council	Drama/Thespians Club
				Asst. Soccer	7/8 Boys' Track		Asst. Play Director	FHA Club
				Asst. Volleyball	7/8 Girls' Track			Art Club
				Asst. Cross Country	7/8 Track			French Club
				9 th Grade Basketball	7 th Volleyball			FCA Club
				Title 1 coordinator	8 th Volleyball			Spanish Club
				Varsity Basketball Cheerleading	Color Guard			Earth Science Corp Club
				Junior Class Advisor	Play Director			Assoc. Dept. Chairperson
					Yearbook			
					District Audio- Visual Coordinator			

2016-2017 SUPPLEMENTAL SALARY SCHEDULE

Preble Shawnee Schools Fiscal Year 2016-2017 4.26% increase	Steps 0 & 1	Steps 2 & 3	Steps 4 & 5	Steps 6 thru 9	Steps 10 thru 14	Steps 15+
Category 1	6,604.88	7,001.17	7,420.86	7,866.69	8,339.50	8,840.66
Category 2	4,933.03	5,228.87	5,542.59	5,874.22	6,227.86	6,602.13
Category 3	3,343.71	3,544.83	3,757.89	3,983.57	4,223.01	4,476.18
Category 4	3,276.31	3,473.08	3,682.22	3,902.39	4,136.31	4,385.35
Category 5	2,267.68	2,403.90	2,548.39	2,701.12	2,863.50	3,034.11
Category 6	2,035.12	2,157.58	2,286.94	2,424.55	2,569.04	2,723.15
Category 7	1,623.25	1,615.44	1,711.79	1,814.97	1,923.68	2,039.27
Category 8	1,065.88	1,150.85	1,191.63	1,283.47	1,370.51	1,453.08
Category 9	758.19	803.60	851.74	902.66	957.72	1,014.13
Miscellaneous Category						
Vocal Music Program	210.82	program				
Science Fair	210.82	program				
Tutors: Proficiency, Technology Home Instruction	23.64	hourly				
LPDC Chair	357.16	stipend per year (in addition to the reg LPCD hourly rate)				
LPDC Teacher Member	23.64	hourly				
Admin. Required Meeting	23.64	hourly				
Saturday School Instructor	21.05	hourly				
Spelling Bee/Right to Read	105.42	program				
Site Manager/Ticket Taker	15.04	hourly				
8th Grade Camp	47.62	night				
Substitute Teacher Pay	25.44	period				
Community Education Director	5,504.09	annually				
Asst. Community Education Director	1,376.01	annually				

2017-2018 SUPPLEMENTAL SALARY SCHEDULE

Pueblo Shawnee Schools Fiscal Year 2017-2018 2% Increase	Steps 0 & 1	Steps 2 & 3	Steps 4 & 5	Steps 6 thru 9	Steps 10 thru 14	Steps 15+
Category 1	6,736.66	7,141.19	7,569.28	8,024.02	8,508.29	9,017.49
Category 2	5,031.69	5,333.45	5,653.44	5,991.70	6,352.42	6,734.17
Category 3	3,410.58	3,616.52	3,833.05	4,063.24	4,307.47	4,566.70
Category 4	3,341.84	3,542.54	3,755.66	3,980.44	4,219.04	4,473.06
Category 5	2,913.03	2,451.98	2,599.36	2,755.14	2,920.77	3,094.79
Category 6	2,075.82	2,200.73	2,332.68	2,473.04	2,620.42	2,777.81
Category 7	1,553.72	1,647.75	1,746.03	1,851.27	1,962.16	2,080.06
Category 8	1,107.39	1,173.36	1,215.46	1,319.34	1,397.92	1,482.14
Category 9	773.35	819.67	858.77	920.71	976.87	1,034.41
Miscellaneous Category						
Vocal Music Program	216.04	program				
Science Fair	216.04	program				
Tutors: Proficiency, Technology Home Instruction	24.11	hourly				
LPDC Chair	384.29	stipend per year (in addition to the reg LPDC hourly rate)				
LPDC Teacher Member	24.11	hourly				
Admin. Required Meeting	24.11	hourly				
Saturday School Instructor	21.47	hourly				
Spelling Bee/Right to Read	107.53	program				
Site Manager/Ticket Taker	16.34	hourly				
6th Grade Camp	48.57	night				
Substitute Teacher Pay	25.95	period				
Community Education Director	6,614.17	annually				
Asst. Community Education Director	1,403.53	annually				

2018-2019 SUPPLEMENTAL SALARY SCHEDULE

Proble Shawnee Schools Fiscal Year 2018-2019 1.75% increase	Steps 0 & 1	Steps 2 & 3	Steps 4 & 5	Steps 6 thru 9	Steps 10 thru 14	Steps 15+
Category 1	6,854.88	7,288.18	7,701.74	8,164.44	8,855.15	9,175.30
Category 2	5,119.74	5,426.79	5,752.38	6,096.55	6,463.59	6,852.02
Category 3	3,470.27	3,678.79	3,900.13	4,134.35	4,382.85	4,645.60
Category 4	3,400.32	3,604.53	3,821.59	4,050.10	4,292.67	4,551.34
Category 5	2,353.51	2,494.89	2,644.85	2,803.35	2,971.88	3,148.95
Category 6	2,112.15	2,239.24	2,373.50	2,516.32	2,666.28	2,826.22
Category 7	1,580.91	1,676.59	1,776.59	1,883.67	1,996.49	2,116.46
Category 8	1,126.77	1,193.69	1,236.73	1,342.43	1,422.36	1,508.08
Category 9	786.88	834.01	883.97	936.82	993.67	1,052.51
Miscellaneous Category						
Vocal Music Program	218.80	program				
Science Fair	218.80	program				
Tutors: Proficiency, Technology Home Instruction	24.53	hourly				
LPDC Chair	370.67	stipend per year (in addition to the reg LPCD hourly rate)				
LPDC Teacher Member	24.53	hourly				
Admin. Required Meeting	24.53	hourly				
Saturday School Instructor	21.85	hourly				
Spelling Bee/Right to Read	109.41	program				
Site Manager/Ticket Taker	16.61	hourly				
6th Grade Camp	49.42	night				
Substitute Teacher Pay	28.40	period				
Community Education Director	5,712.42	annually				
Asst. Community Education Director	1,428.09	annually				

504 HOSPITALIZATION/MAJOR MEDICAL/DENTAL/VISION

A. Hospitalization/Major Medical Insurance

1. The Board shall purchase from a carrier licensed by the State of Ohio, basic hospital-surgical insurance for each teacher now or hereinafter employed and his/her family, upon completion of an enrollment card, which meets or exceeds the specifications below. The Board will provide \$500 per single plan and \$1,000 per family plan per year until the HRA maximum of \$2,000 single and \$4,000 family is funded. Staff enrolled in the High Option plan as of June 23, 2016 may elect to continue the current High Option plan if the staff pays the difference in the Board cost between two plans as long as the High Option plan is still offered. No new staff may enroll in the High Option plan.
2. The Board will pay eighty percent (80%) of the premium for both single and family coverage.
3. Any certified staff member who is employed four-fifths time or greater will receive the same insurance premium benefit as a full time certified staff member. Any certified staff member who is employed less than four-fifths time will receive a hospitalization premium benefits equal to the percentage of time actually worked.
4. Tutors may purchase hospitalization insurance at their own cost at the same rate as that paid by the Board. The amount may be deducted from the tutor's paycheck.
5. When premium differences are charged by the carrier, the new contributions rates shall be based on the current percentages.
6. The coverage must include a policy which provides for prescription drug coverage through the major medical policy.
7. The policy from the carrier shall be incorporated into this Agreement as Addendum B.

B. Dental Insurance

1. The Board will pay a maximum of \$33.00 per month of the dental premium for each teacher upon completion of an enrollment card by the employee.
2. The policy from the carrier shall be incorporated into this Agreement as Addendum B.

C. Other Provisions:

1. The Board has the right to change the carrier for any of the insurance programs contained herein, provided that such coverage and the service shall be equal to that as specified in the insurance policies herein.
2. If the Board is considering changing carriers, the Association shall be consulted, at least fifteen (15) days in advance of Board action.

3. It is understood that a change in carriers or offerings of carriers may make the exact policy no longer available.
4. An Insurance Committee composed of one certified staff member from each building and one at-large member all appointed by the Association, four (4) administrators and chaired by the Treasurer of the Board of Education will meet beginning in September, 1993 for the purpose of examining the insurance coverage offered to employees of the Preble Shawnee Local Schools. The committee is responsible for exploring options available for reducing costs and for making recommendations for the most efficient use of the health care premiums. The committee will also ensure that all members who receive insurance from the Board's carrier will be kept fully informed of methods that enable them to maximize their use of the insurance provided. If this committee does not meet as required by this section, Section 504 (7) is inoperable.

D. Vision Insurance

The Board shall offer vision insurance. Any bargaining unit member electing vision insurance coverage shall be responsible for 100% of the cost of the premium.

505 TERM LIFE INSURANCE

Upon completion of an enrollment card by the employee, the Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance of \$60,000 for each teacher plus an equal amount of accidental death and dismemberment coverage. The full cost of this program and any increases thereof, shall be paid by the Board.

Employees shall have the ability to individually purchase additional life insurance that is equal to the amount of the existing coverage (\$60,000) through payroll deduction.

Upon termination of employment for disability a premium waiver form must be completed and filed by the employee between seven (7) and twelve (12) months after the approval date of the disability retirement. If the employee fails to complete and file this form with the Treasurer, the employee will be dropped from life insurance coverage. Only active employees will be covered. The treasurer will inform, in writing, any employee affected by this provision.

506 SUBSTITUTE PAY FOR PLANNING TIME WORK

Regardless of the teacher's regular assignments, every effort will be made to obtain substitute teachers when a regular teacher is absent. Teachers may voluntarily substitute during their planning time for another teacher upon notification to the principal. Such voluntary substitution shall not be cause for compensation.

Should there be no voluntary or voluntary compensated substitutes, then the principal may designate a teacher to cover the class. Such teacher who is neither a volunteer nor a compensated substitute shall be compensated at the same rate as the compensated substitute.

Every effort will be made to avoid assigning a teacher who is classified as a non-volunteer compensated substitute if voluntary compensated substitutes are present and are not assigned substitute duty.

If a teacher is directed by the Administration to absorb all or part of another class during a time the teacher is in his/her planning time or instructing a class, then the teacher shall be compensated as follows:

- (a) substitute teacher pay per period in the high school or per hour substitute teacher pay in the elementary school as referenced in Article 503.
- (b) a prorated portion of the rate set forth in "(a)" that corresponds to the percentage of a full class absorbed by the teacher.

To the extent that any assignment listed in this article reduces the minimum planning time provided by policy, the compensated substitute will be compensated at the rate provided for in the supplemental salary schedule for each period or part thereof in which he/she is engaged.

507 PAY PERIODS

A. Effective with the 2017-2018 contract year, teachers will be paid their annual salary over twenty-four (24) equal pay periods beginning with the first payday in July. All certified teachers must have their check electronically deposited through the system provided by the Board's Bank.

B. **Supplemental Salary Procedure**

Supplemental contract salaries shall be paid in the following manner:

Year Long (Aug. – June). Positions will be paid at the end of each semester upon satisfactory completion of duties approved by the supervising administrator(s).

Season Activities. Will be paid at the conclusion of the season upon satisfactory completion of duties approved by the supervising administrator(s).

Extended Time. Will be paid in twenty-six (26) equal installments in the regular pay.

C. **Mileage, Planning Time and Miscellaneous Payments**

All money owed to teachers for mileage, substitute pay and other expenses shall be paid as soon as possible after an expense voucher has been submitted and the Board of Education has approved the expenditure.

508 PAYROLL DEDUCTIONS

The Board will provide for payroll deductions for teachers as required by law. In addition, deductions will be made for the following items on an equal basis unless stated otherwise herein:

1. Insurances.
2. Tax Sheltered Annuities in companies who enroll five (5) or more employees. When companies fail to have any employees participating, that company shall be dropped from the list of companies utilized by the Board until such time as that company can enroll five (5) or more employees.
3. United Way.
4. FCPE.
5. Disability Insurance.
6. Association dues will be deducted from a teacher's paycheck upon the Association providing the Board treasurer with a payroll deduction form signed by the teacher.

Such deductions will be continuous while the teacher is in the employ of the Board of Education.

Teacher cancellation of payroll deductions may be made by the teacher annually, not later than September 10 of each year. Such cancellation shall be made on forms obtainable from the Treasurer of the Board. The Treasurer of the Board will notify the President of the Association of such cancellations.

Deductions for dues will be divided equally over twenty (20) pay periods beginning with the second pay period in October.

The Association agrees to indemnify and save the Board harmless from any and all claims arising out of dues deductions by the board in reliance upon authorization presented by the Association.

509 SEVERANCE

- A. Upon proof of retirement of one of the state retirement systems, or upon the death of an active employee and upon receipt of a copy of the death certificate, the Board shall grant severance pay in an amount to be determined by multiplying the daily rate of the teacher's base pay, exclusive of supplemental pay, by thirty-five (35%) of the number of days of unused accumulated sick leave. Upon proof of retirement from one of the State Retirement Systems, or upon the death of an active employee and upon receipt of a copy of the death certificate, the Board shall grant severance pay in an amount to be determined by multiplying the daily rate of the teacher's base pay, exclusive of supplemental pay, by thirty-five (35) percent of the number of unused accumulated sick leave.

- B. The teacher, to be eligible for severance pay, must apply to the Treasurer of the Board within ninety (90) days following retirement.
- C. Longevity Severance – Teachers with twenty (20) years of employment with the Preble Shawnee Local School District will be eligible for longevity severance as follows:
 - 1. One days for each year of employment from 21st – 30th year (10 days maximum) (at Preble Shawnee)
 - 2. No credit will be given toward longevity severance for any service outside the Preble Shawnee Local School District, i.e., only actual years of employment in the Preble Shawnee Local School District will be counted.
- D. A teacher, to be eligible for severance pay, must be an employee of the Preble Shawnee Local School district at the time of filing for severance.
- E. In the event an employee resigns his/her employment with the Board for retirement purposes effective the end of the work year he/she first become eligible to retire through STRS, he/she will receive a lump sum payment of \$7,500.00 plus regular and longevity severance pay as provided in the contract; if a full-time employee (183-day contract and 7.25 hour per day). If the employee is a less than a full-time employee they shall receive a percentage of the \$7,500.00 equal to the contract time worked; (i.e. ½ time would receive 50% or \$3,750.00) plus regular and longevity severance pay as provided in the contract. Any employee working less than ½ time is not eligible for the Super Severance. Any employee who does not resign his/her employment with the Board at the end of the work year in which he/she first become eligible to retire through STRS shall forfeit his/her right to any payment pursuant to this provision and shall be entitled only to regular and longevity severance pay upon retirement – as defined in sections 509 A., B., C. and D. upon retirement.

Eligible to retire, as defined by STRS, shall be the first happening of any of the following events:

- 1. Age 50 and 30 years service
- 2. Age 55 and 25 years service
- 3. Age 60 and 5 years service

Payment pursuant to this provision shall be made in a lump sum within ninety (90) days of the Treasurer's receipt of written confirmation from STRS that the employee is retired and receiving STRS benefits.

In order to exercise this benefit, an employee must notify the Superintendent in writing by March 15th of the year he/she is first eligible to retire of his/her intention to retire no later than July 1 of that year.

510 SECTION 125 BENEFITS PLAN

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to all employees of the bargaining unit. An amount not to exceed thirty percent (30%) of salary may be set aside by the employee for the section of benefits under Section 125 of the Internal Revenue Code, which includes the non-taxable benefits of all eligible insurances, disability, life insurance, non-reimbursed medical and dependent care.

The employee or employer shall incur no fees for the setup, enrollment, and administrative services provided.

A change in the provider for the above, shall require the Board to give sixty (60) days' notice to the President of the Association.

511 TUITION/LICENSE REIMBURSEMENT

The Board shall set aside an annual sum of forty thousand (\$40,000) to be used for the purposes of reimbursing employees for tuition expenses within the following guidelines:

- A. All courses taken must be graduate level courses and approved in advance by the Superintendent. Coursework must be related to the field of education;
- B. Teachers must have two (2) or more years of experience with the Preble Shawnee Local Schools to be eligible for reimbursement;
- C. Reimbursement will be provided for up to nine (9) semester hours or twelve (12) quarter hours per teacher per fiscal year. The rate will be up to four hundred fifty dollars (\$450) per semester hour and up to three hundred dollars (\$300) per quarter hour.
- D. Payment will be made within two (2) weeks upon submission to the Board Treasurer proof of payment and proof of successful completion (a "C" or better to Pass in "pass-fail" classes) of the required coursework (i.e., transcripts, grade report, etc.);
- E. Should the tuition reimbursement still have unexpended money after June 30, that amount will be carried over and added to the tuition reimbursement fund for next fiscal year. In no case will the total amount accumulated in the fund exceed fifty thousand dollars (\$50,000).
- F. Teachers will be reimbursed for the cost BCI background checks provided the results allow employment and proof of payment is submitted.
- G. Teachers will be reimbursed for one hundred percent (100%) for the cost of renewing their licenses/certificates. When possible, if a teacher has multiple licenses/certificates, the licenses/certificates must be renewed at the same time. Reimbursement will be provided once the teacher has submitted the new license/certificate and proof of payment. By reimbursing a teacher in renewing his/her license/certificate, the Board expects such teacher to use his/her renewed license for the benefit of the District.

Accordingly, any teacher who resigns his/her employment for the next school year shall have the reimbursement amount withheld from their final pay check.

- H. Any teacher, regardless of how long he/she has been teacher at Preble-Shawnee and is required to obtain credentials for the Third Grade Reading Guarantee, will be reimbursed. This will apply for the 2016-2017 school year only. This will be paid after the teacher submits his/her endorsement and proof of payment.

512 MILEAGE

All teachers who are required to use a private automobile in the normal and regular course of completing their assigned duties or those given specific temporary assignments requiring such usage will be entitled to receive mileage payments for use of said automobile. Reimbursement shall be at the rate per mile or fraction thereof as established by the IRS.

513 ADMINISTRATIVELY REQUIRED MEETINGS

After 120 minutes of administratively required meetings per month (i.e., IAT, IEP, MFE, Data Team, Action Team, regular staff meetings and any other school improvement committee developed out of the State Diagnostic Review) teachers will be paid per the supplemental salary schedule for any additional time in such meetings. A meeting that is cancelled within 5 minutes of the scheduled start time due to a required member (including a parent) not being in attendance will not count as a meeting for the purpose of this article.

ARTICLE VI – LEAVE OF ABSENCE

601 GENERAL LEAVES OF ABSENCE WITHOUT PAY

- A. In accordance with Section 3319.13 of the Ohio Revised Code, upon written request a teacher may be entitled to a leave of absence without pay for a period of not to exceed two (2) school years for educational or professional or other purposes, and the Board shall grant such leave where illness or other disability is the reason for the request. The initial grant of leave shall be for not more than one (1) school year.
- B. Teachers on leave of absence shall be continued on life and hospitalization insurance in accordance with Section 3313.202 of the Ohio Revised Code and the stipulations of the Treasurer of the Board as to the time for payment of monthly premiums. All Board contributions toward fringe benefits shall cease during the period of a granted leave.
- C. Requests for an initial leave of absence shall be made, in writing to the Superintendent, at least thirty (30) days prior to the first day of the expected leave except in cases of illness. Requests for extension shall be made, in writing to the Superintendent, at least thirty (30) days prior to the termination of the initial leave.

- D. Teachers on leave of absence who do not intend to return the following year are requested to submit their intent, in writing, to the Superintendent prior to April 1.
- E. A teacher may be required by the Board to provide adequate medical documentation if the reason for the leave request is illness or other disability.
- F. A teacher returning from leave shall be placed in the same position from which leave was granted, if available, or in another position for which the teacher is fully qualified.
- G. A teacher who is pregnant or who is adopting a child less than one year of age, shall be entitled to a leave of absence without pay. Such leave shall be governed by the provisions above.

602 APPEARANCES IN COURT

A. Jury Duty

After an absence for jury duty, either reporting for or serving on, the teacher shall return payment received for such services, less travel expenses, to the Treasurer of the Board, and at the next regular pay period, shall receive full payment of his/her regular salary from the Board for the day or days of excused absence for this purpose.

- B. Any appearance in court due to school-related professional duties may be considered professional days.

603 PERSONAL LEAVE

- A. Up to three (3) paid days may be granted in any one school year for personal leave. Request for advanced approval of such leave shall be made in writing on appropriate forms to the building principal three (3) business days prior to the date of the intended leave. Personal leave requests will be made through the Kiosk under the established timelines. Leave will not be granted in less than one-half (1/2) day increments. The time limits shall not apply if the request is being made because of an emergency. Personal leave is not accumulative. If written or electronic notification, to the contrary, is not given to the teacher at least twenty-four (24) hours in advance, the leave is considered to have been approved.
 - 1. All three (3) days can be stated as "necessary personal business which cannot be conducted outside of regular working hours". This reason will be interpreted to meet the standard state in this Agreement.
 - 2. Violation and/or misuse of personal leave may result in the loss of a teacher's personal leave privileges and/or dismissal.
 - 3. Personal leave may not be used immediately before or after any school vacation period or in connection with any employee's regular vacation. Except that if the request for personal leave before or after school vacation states that it is for one of the reasons listed in Section A4 of this Article, and specifically lists the reason, the

request normally will be granted. Personal leave may not be used for recreational or vocational (other income) pursuits, social activities, shopping trips, hobby activities, secondary employment, accompanying spouse on a trip, or seeking employment elsewhere.

4. Personal leave shall be interpreted to include, but not be limited to: funerals, not covered in the sick leave policy, mandatory court appearance (other than jury duty), necessary legal or business matters that cannot be attended to after school hours, on Saturday or during vacation periods. Religious holidays, sibling wedding or graduation and urgent or unusual family obligations involving the immediate family of the teacher. The immediate family is defined as husband, wife, children, mother, father, grandparents, grandchildren, sister, brother, nieces and nephews, parents-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and any member of the same household.
5. No more than five (5) teacher's in the district, may be absent on personal leave on the same day.
6. If schools are closed because of a calamity on a day scheduled as a personal day by an employee, said employee will not be charged with a personal day unless a substitute has been compensated.

B. Tutors are not eligible for personal leave.

604 PROFESSIONAL LEAVE

Released time to attend professional meetings will be given to provide the opportunity for teachers to advance professionally.

All teachers are encouraged to participate in professional activities of educational organizations which operate for the benefit of education.

These activities include membership and holding office in professional organizations, participation in curriculum studies, and educational leadership in experimental programs.

The Board will supply a substitute for a teacher on professional leave.

Reimbursement will be paid, in accordance with Board policy, for the following necessary and reasonable pre-approved expenses:

1. Use of a privately-owned automobile
2. Commercial carrier fares
3. Meals
4. Lodging

5. Conference registration
6. Other expenses as provided for in the Board policy.

All applications for leave will be considered in accordance with standards established in the appropriate Board policy.

All applications for professional leave must be in writing and sent to the Superintendent. The Superintendent will answer, in writing, all requests for professional leave within seven (7) working days of application.

605 SICK LEAVE ACCUMULATION AND ADVANCEMENT

- A. Each teacher in the employ of the Board shall be entitled to sick leave of one and one-fourth (1 – 1/4) work days with pay, for each completed month of service. The unused portion of sick leave may be accumulated up to two hundred twenty-five (225) days.

Teachers without accumulated sick leave shall be advanced five (5) days, and may be advanced an additional ten (10) days, of the maximum accumulation possible for the remainder of the current contract year with the provision that such advanced sick leave may be recovered from the final settlement made with any teacher who departs or terminates employment prior to the completion of the current contract year.

A teacher who is absent because of illness, and whose position has not been terminated as provided by law, is still in service of this district and continues to accumulate sick leave while absent on approved sick leave.

Teachers shall qualify for sick leave absences will full pay during the school year for one or all of the following reasons:

1. Person illness.
2. Pregnancy*.
3. Injury.
4. Exposure to contagious disease which could be communicated to others.
5. Absence due to illness, injury or death in the teacher's immediate family (O.R.C. 3319.141). The immediate family is defined as husband, wife, children, mother, father, grandparents, grandchildren, sister, brother, parents-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and any member of the same household.

Such absences shall be approved by the Superintendent or his designated representative. Reasonable advance notice shall be given to the building principal indicating the date and reason for absences.

Upon return from sick leave, each teacher shall furnish a satisfactory signed statement indicating that the teacher was absent for just cause and shall give the name and address of the attending physician if medical attention was required.

Once a person is on extended sick leave (five or more consecutive days) they must submit a doctor's note substantiating the leave by the 5th day of successive absence, then every 20 days thereafter, if requested. They must also submit a release from a doctor to return to work after being off more than 10 days.

*Pregnancy, as used above, does not refer to the state of being pregnant, but refers only to pregnancy related disability including pre- and post-delivery periods of inability to adequately perform the duties of the job.

- B. Tutors are not eligible for sick leave.
- C. Compensation for Attendance Incentive

An attendance incentive shall be paid at the end of the school year for the following:

- \$150 for 0 absences except for professional days
- \$100 for 1 or less day absence except for professional days
- \$50 for 2 or less days' absence except for professional days

D. Sick Leave Bank

1. A committee of seven (7) members shall administer the sick leave bank and only be convened upon receipt of an application to the district Treasurer.
2. The committee will consist of three (3) teacher members appointed by the Association (PSLEA), two (2) administrators appointed by the Superintendent, the Treasurer, and one (1) Board of Education member appointed by the Board of Education.
3. The committee is hereby empowered and guided by the following:
 - a. Sick leave will be provided only in the case of catastrophic illness or injury as determined by the committee's review of an application. Maternity leave either pre- or post-delivery will not be considered by the committee unless there are catastrophic complications with the pregnancy.
 - b. The leave will be applicable to illnesses involving the immediate family.
 - c. A formal application is required to convene the committee and create an application review.

- d. The bank is available to the certified/licensed staff, including administrators.
 - e. There will be no payback for days used from the bank or given to the bank in any situation or circumstance. Any unused days that were granted by the committee will be retained by the bank for further use.
 - f. All members of the certified/licensed staff are eligible to draw from the bank, regardless of whether they have contributed to the bank.
 - g. There will be no cap on the number of days given to an application, except that it shall not exceed the number of days available.
 - h. Days granted from the bank will be used once the teachers accumulated days run out. The District will not advance days before the days from the bank can be used.
 - i. The Treasurer of the Board will be responsible for maintaining records of the bank.
 - j. The Treasurer of the Board or designee will convene the committee within 72 hours or three business days upon receipt of an application.
 - k. Applications will be approved through consensus, or if necessary by a majority vote of the Sick Leave Bank Committee. The decision can be considered a personnel matter discussed in its entirety in an executive session of the Sick Leave Bank Committee.
 - l. Applicants must agree to hold the Board of Education and the Association harmless for the operation and actions of the Sick Leave Bank and waive any right to an appeal of any decision or action pertaining to the application. In the event that the applicant's conditions change, he/she may re-apply or request an extension.
 - m. The committee reserves the right to request additional information or documentation if they deem in necessary for their decision on a case by case basis.
 - n. The committee's decision is final, not available for appeal, and never subject to grievance.
 - o. The rotational sick leave contribution list will be determined by the district seniority list as compiled by the district Treasurer.
4. All application will be held in the strictest confidence as appropriate for the completion and consideration of the application.

Sick Leave Donor Verification

By signing below, I am willing to be a contributor to the Preble Shawnee Sick Leave in the amount of one (1) day; this contribution is an irrevocable action. This day will only be used as determined by the Sick Leave Bank Committee. Any additional days will not be granted without my written approval.

Preble Shawnee Employee Signature

Date

**This form must be returned by _____ (date) to the Preble Shawnee Local District Treasurer's office and will not be accepted after this date until another donor day is requested by the committee unless you are a new hire to the district after this date.

**Sick Leave Bank
Application for Days**

Employee Name: _____

Number of Days Being Requested: _____

Projected day of return to your position at Preble Shawnee: _____

Narrative for Need:

Please attach any additional documentation offered or requested to this application.

Employee (or designee) Signature

Date

Date Received by the Preble Shawnee Local School District Treasurer or Official Designee

Circle One: **Approved** **Denied**

606 SPECIAL LEAVE

- A. In the event of school closures due to financial or other problems or if excessive calamity days necessitate a revision of the school calendar, the Board will consider an application for unpaid leave to permit a teacher to meet a prior commitment to attend college. Application for such leave must indicate the college to be attended and give evidence of enrollment. The Board will satisfy itself that adequate substitutes are available and that the teacher will finalize records in a timely fashion. Such leave will not exceed five (5) working days.
- B. Tutors will not be paid if the schools are closed because of calamity days.

607 ASSAULT LEAVE

The Board assures teachers that it will put its full support behind the discipline procedures and policies adopted by the Board in matters of discipline. It is recognized that there is a continuing need to review discipline policies by mutual study.

Any case of physical threat or assault to a teacher will be reported immediately to the principal. The teacher and the principal will cooperate with police and judicial authorities with respect to the decision to file criminal charges as well as in any subsequent judicial proceedings as requested by police or judicial officers.

The Board will provide assault leave for a teacher who is absent due to any physical disability resulting from an assault which occurs while the teacher is acting in a professional capacity at a home school function, on regular or special assignment during the course of employment by the Board. Such leave will not cause any loss in pay, nor be charged against sick leave accumulated by the teacher.

Teachers who use assault leave shall complete the assault leave form. In cases of more than five (5) days of continuous absence resulting from the assault, medical verification for the extended absence will be required. Assault leave will not be for more than thirty (30) days.

Falsification of any statement or claim under the assault leave provisions may be reason for suspension or termination of employment.

608 SABBATICAL LEAVE

- A. The Board may provide sabbatical leave to teachers according to the provisions herein stated and in keeping with the provisions of Section 3319.131 of the Ohio Revised Code.
- B. A teacher, upon written request to the Superintendent and the Board, may be granted a leave of absence with part pay and full fringe benefits for up to one (1) school year. Approval or disapproval of requests for sabbatical leave rests with the Superintendent and the Board of Education.
- C. Such leave shall be according to the following provisions:

1. A teacher shall have had a least eight (8) years of service in the Preble Shawnee Local School District.
2. For the purpose of this section, service shall mean experience in this district for which experience credit is recognized in determining placement on the salary schedule.
3. A plan of professional improvement shall be furnished prior to Board approval of the sabbatical leave. Upon return from sabbatical leave, a report shall be filed by the teacher as proof that said plan was followed.
4. The part salary shall be the difference between the employee's expected salary for the next school year and the cost of a substitute for the period of time the sabbatical leave shall be in effect.
5. The Board shall arrange for a substitute with not more than the number of years of experience of the teacher on sabbatical leave.
6. Any payment due to a returning staff member will be paid only after verification of passing marks while on sabbatical leave and only after the Treasurer has received the signed contract of the teacher for the ensuing year. Any such payment shall be made only after July 10.
7. Teachers returning form sabbatical leave shall be returned to the same assignment held prior to such leave.
8. Not more than one (1) teacher shall be granted sabbatical leave during the same school year.
9. Additional sabbaticals shall be made available to teachers after completion of five (5) additional years of teaching experience.

609 FAMILY LEAVE

- A. The Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties agree that all benefits mandated by this Act will be provided to eligible employees covered by this agreement.
- B. **Eligibility:**
 1. Employee must have been employed at least twelve (12) months and worked 1,250 hours or more during the twelve (12) month period to the date leave begins. The employee must currently be working at least 1,250 hours per year.
 2. The employee who works 180 school days must work 34 hours and 43 minutes per week to be eligible.

C. Leave Provisions:

1. Eligible employees are entitled to take up to a combined total of twelve (12) weeks of unpaid leave per year in the following four situations:
 - a. the birth and first year care of a child;
 - b. the adoption or foster placement of a child;
 - c. the illness of an employee's spouse, parent or child;
 - d. the employee's own illness.

This covers paternity leave for fathers, adoption and foster placement as well as maternity leave for mothers. In all of these situations the entitlement for child care ends after the child reaches age one or twelve (12) months after the date of adoption or foster placement. The child care entitlement applies to step-parents and persons acting "in loco parentis" as well as biological parents.

2. Intermittent leave is taken over an uninterrupted time of at least one (1) week but less than twelve (12) weeks. Reduced leave is defined as a leave schedule that reduces the number or hours worked each week. Both of these leaves are permitted for birth/adoption if the employer and employee can agree on a schedule. Intermittent and reduced leave will be approved only when medically necessary. If not medically necessary, intermittent and reduced leave will be approved only if a mutually agreeable schedule can be determined by both parties.
3. Spouses employed by the same employer are limited to a combined total of twelve (12) weeks except in the case of personal illness.
4. The eligible employee will receive a continuation of health benefits paid by the employer during the period of leave. Employees do not accrue seniority or benefits other than health benefits during the time they are on leave.

D. Obligations of Employees:

1. If births, adoptions, or foster placements are foreseeable, employees must provide thirty (30) days' notice to the employer of the date when leave is to begin. With respect to family or employee, illnesses that are foreseeable, the employee must make a reasonable effort to schedule treatment at a time that does not disrupt the operations of the employer. This requirement is subject to the approval of the employee or family member's health care provider.

2. Timely certification from the employee's health care provider or health care provider of the family member regarding:
 - a. the date that the condition began;
 - b. how long it lasted;
 - c. the necessity of leave;
 - d. the employee's inability to perform job functions.

If doubt exists about this certification, a second opinion at the board's expense and/or a third health care provider opinion to provide certificates will be required. All records concerning this leave will be classified as health records and will not be subject to public inspection.

3. In the case of personal illness the employee must provide certification from his/her health care provider that they are able to resume work.
4. If an employee fails to return to work after the leave period has expired, the board may recover the cost of health care premiums paid during the leave period. This right to recovery does not apply in cases of personal or family illness or in other circumstances beyond the control of the employee.

E. **Return from Leave:**

If a teacher takes leave under this article which is to terminate within the last three (3) weeks before the end of a school term, and the leave is of more than five (5) weeks duration, the Board may require the teacher to remain on leave for the remainder of the term under the same conditions as are required by this article, even if all twelve (12) weeks required by law have been used.

- F. Employees whenever possible will be restored to the same position they held prior to the leave or, if not possible, an equivalent position with equivalent conditions of employment.

ARTICLE VII – GRIEVANCE PROCEDURE

701 GRIEVANCE DEFINED

"Grievance" as used in this Agreement shall be defined as a complaint involving an alleged violation, misinterpretation or misapplication of one or more expressed term(s) of this Agreement that is filed by an employee, group (or class) of employees within the bargaining unit or the Association.

In the event the grievance affects unit members in more than one building, such grievance shall be filed with the Superintendent at level two. All grievances will be signed by the teachers involved or, if it is a group/class/Association grievance, shall identify in writing all teachers, or class of teachers which the Association believes have been allegedly aggrieved, and shall be signed by the Association grievance chairperson.

The Association shall have fifteen (15) calendar days after the initial filing date to amend the employees or class of employees affected by the grievance.

702 REPRESENTATION

The Association shall designate a representative and alternate who are employees of the school district for each building in the Preble Shawnee Local District. The name of such representative shall be given to the principal of the building concerned and to the Superintendent within ten (10) days of such designation. If requested by the member of the bargaining unit, the designated representative may participate in grievance meetings and any disciplinary hearings.

703 TIME LIMITS

Days shall mean working days or when school is in session. In the event a grievance is filed at such time that it cannot be resolved by the close of a calendar school term, the grievance shall continue on time limits based on working days (excluding week-ends) until resolution of such grievance. The parties may mutually agree to extend any or all steps to a certain time. In the event a grievance cannot be resolved because of the beginning of the Christmas or spring recess, further attempts at resolving shall be postponed until no more than five (5) days following the return to school unless the parties in interest otherwise agree. The grievant and the party at that level shall so agree where irreparable injury would result from a postponement.

704 PROCEDURE

Informal Procedure

Prior to the filing of any grievance by an employee, the employee and Association representative shall hold an identified informal conference with the appropriate administrator(s), or designee(s), in an attempt to satisfy the complaint, dispute or controversy.

Level 1, Formal Procedure:

Within fifteen (15) working days after the occurrence which constitutes the basis for the grievance, the employee shall submit the grievance, to the building principal or immediate supervisor on the grievance form in Section 706 of this Master Agreement. The principal or immediate supervisor shall schedule a conference and give his/her answer in writing within twelve (12) working days after the Level 1 grievance is submitted.

Level 2:

If an agreeable settlement is not reached at Level 1, the Level 2 grievance shall be submitted within seven (7) working days after receipt of the Level 1 response. Within seven (7) working days after the Level 2 grievance is received by the Superintendent, a conference will be scheduled with the grievant, and an Association representative, if requested by the grievant. The Superintendent shall give his/her answer within seven (7) working days after the grievance is so presented.

If the principal or immediate supervisor does not have the authority to decide the grievance then the grievance will commence with Level 2 and will be submitted fifteen (15) working days after the occurrence which constitutes the basis for the grievance.

Level 3: Arbitration

If an agreeable settlement is not reached at Level 2, the grievant must notify the Superintendent, in writing, within fifteen (15) working days after the Level 2 decision is given of the Association's intention to request arbitration. The appropriation forms must be filed with the American Arbitration Association not more than thirty (30) working days after the Level 2 decision is given. The arbitrator shall be chosen from a list provided by the American Arbitration Association (AAA). The AAA shall not have the authority to independently designate an arbitrator, but shall furnish the parties additional lists until an arbitrator can be selected. Each party shall strike those names unacceptable to them and return the list to AAA. Any arbitrator appearing on the list of acceptable arbitrators from both parties shall be designated as the assign arbitrator. The hearing shall be in accordance with the voluntary rules and regulation of the AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision within fifteen (15) days of the close of the hearing or as soon as reasonably possible. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Grievant, and the Association.

The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her.

The costs for arbitration shall be shared equally by the Board and the Association.

At the next regular meeting of the Board, the action taken on the grievance arbitrator's award will be made official by being made a matter of record in the minutes of the Board through motion and vote of the Board.

705 MISCELLANEOUS

- A. All formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded both sides.

Each hearing shall have provisions for initial presentation of the grievant's case, presentation of the administration's case, cross-examination and/or questioning, and final

summaries with either party having the right at his/her own option to waive any or all of the foregoing.

- B. A group grievance may be initiated by the Association for an alleged violation that affects two (2) or more teachers.
- C. All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.
- D. Failure at any level of an administrator to communicate a decision within the specified time limits or extended time agreed to shall permit the grievant to proceed to the next level of the formal grievance procedure.
- E. The right to process a grievance shall be forfeited if the grievance is not presented or appealed at any level of the procedure within the specified time limits. If the grievance is not presented or appealed to a higher level of this procedure, it shall be deemed settled on the basis of the last answer.
- F. The appointed representative of the grievant and/or administrator shall be permitted to attend any formal grievance hearing.
- G. Nothing contained herein will be construed as limiting the right of any professional staff member having a complaint or problem to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the opportunity to be present at such adjustment and to state its views.
- H. The filing of a grievance shall not be made a part of the grievant's personnel file nor be cause or matter for reprisals or harassment.

706 GRIEVANCE REPORT FORM

Level 1:

Statement of the grievance (including the provision of the Master Agreement which has been violated, misinterpreted, or misapplied): _____

Relief Sought:

Grievant: _____

Date Submitted: _____

Hearing Date: _____

Response of Administrator:

Administrator: _____

Date Issued: _____

Agreed to Solution 1: Yes No (circle one)

Administrator Signature _____

Date _____

Grievant Signature _____

Date _____

Level 2:

Statement of grievance (include provision of Master Agreement): _____

Relief Sought:

Grievant: _____

Date Submitted: _____

Hearing Date: _____

Response of Superintendent:

Superintendent: _____

Date Issued: _____

Agreed to Solution 2: Yes No (circle one)

Administrator Signature _____

Date _____

Grievant Signature _____

Date _____

Level 3:

Date of Association's Demand for Arbitration: _____

ARTICLE VIII – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

801 PREBLE SHAWNEE LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The Preble Shawnee LPDC (PSLPDC) shall review individual professional development plan proposals by teachers and administrators based on the format and program established by the PSLPDC, Preble ESC LPDC (PCESCLPDC) and the Rule and Regulations of the Ohio Department of Education. The PSLPDC shall have no authority to make any decision contrary to any provision of this Negotiated Agreement, Board Policy, or any law or regulation governing the operation of public school districts. The PSLPDC shall not have any authority to make any decision requiring the expenditure of Board funds without express prior approval of the Board of Education.

A. PSLPDC Membership

The PSLPDC shall be comprised of seven (7) members. Four (4) members shall be teachers and three (3) other will be from the administrative team. There will be one teacher member from the high school (grades 9-12), one from the junior high (grades 7-8), and one each from Camden Primary and West Elkton Intermediate. There will be at least two members representing the administrative team who are principals, one K-6 and one 7-12. When the committee is considering the plan of an administrator, treasurer, or other school business official, the number of teacher committee members will be reduced by two (2). The members of the committee who are teachers will determine which two teacher members will temporarily leave the committee. If the administrator who submits a plan is a member of the PSLPDC, he/she will be replaced for the purposes of considering his/her plan only by an administrator to be named by the Superintendent.

B. Appointment, Terms, Stipend

The four (4) teacher members shall be appointed as per the PSLEA Constitution and By-Laws. The administrative team members will be appointed by the Superintendent. The PSLPDC teacher members will serve rotating terms as per PSLEA Constitution By-Laws. Two members of the administrative team members of the PSLPDC will serve terms of three years and one member will serve a term of two years. A supplemental contract will be issued for all teacher members of the PSLPDC. The contract will provide for released time and, when work is performed outside of the regular school day, compensation will be the same as the supplemental pay rate for proficiency test tutors.

C. Operating Procedures

Members of the PSLPDC shall elect a Chairperson at the first meeting from the teacher members. The PSLPDC will determine its meeting from the teacher members. The PSLPDC will determine its operating procedures and meetings schedule by consensus. Meetings shall be held, when possible, to keep District costs at a minimum. Where consensus is not possible a vote of a simple majority of the full membership of the PSLPDC will be required for action. The PSLPDC shall meet once monthly and at other times as it may determine, but shall adopt such policies as are required by law for providing notice of meetings of committees of public bodies. Minutes of meetings and records of the PSLPDC shall be

prepared and maintained in compliance with the laws governing the operating of committees of public bodies. The Board shall be responsible for secretarial and record keeping service for the PSLPDC.

D. Appeals

An educator may request a written explanation of the decision of the PSLPDC and may appeal the decision to the Preble County ESCLPDC.

E. Removal of a Teacher Member

A teacher member who is not fulfilling his/her duties on the PSLPDC may be removed for just cause by a five-sevenths majority vote of all members of the PSLPDC.

F. Confidentiality

All members of the PSLPDC and the PCESCLPDC shall keep confidential all discussions, actions, materials and other information.

802 RELATIONSHIP TO AND ROLE OF PREBLE COUNTY ESC LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. Members of the PSLPDC PCESCLPDC from the Preble Shawnee Local School District will be appointed in accordance with the Constitution and By-Laws of the Association.
- B. A supplemental contract will be issued for all teacher members of the PCESCLPDC PSLPDC. The contract will provide for released time and, when work is performed outside of the regular school day, compensation will be per the negotiated supplemental salary schedule.

The following items will be dealt with through an exchange of letters between the Board President and the President of the Association.

- 1. Employment of Central Office Administrators
- 2. Annual meeting with a benefit plan representative and completion of a Section 125 form.

ARTICLE IX – NEGOTIATIONS AGREEMENT

901 PREAMBLE

The Preble Shawnee Local Board of Education and the Preble Shawnee Local Education Association, affiliated with the Ohio Education Association and the National Education Association, do hereby agree that the welfare of the children of the Preble Shawnee Local

Schools is paramount in the operation of the schools and will be promoted by both parties. The parties enter into this Agreement to enable the professional employees to participate in and contribute to the development of policies dealing with salaries, fringe benefits, working conditions, items of the negotiated agreement and other items the parties mutually agree to negotiate.

The parties agree that:

- A. The Board of Education, by law, has the final responsibility for establishing policy in the school district.
- B. The Superintendent and his staff have the responsibility for implementing the policies established by the Board.
- C. The Board and the Association subscribe to the principle that differences shall be resolved through negotiations and/or the grievance procedure, wherever possible.
- D. The Board or their designated representative(s) shall meet with the designated representatives of the Association for the purpose of negotiating in good faith to reach satisfactory agreements.
- E. Neither the Board nor the Association or their respective employees, members or agents will take any action against any employees, members or agents of the parties regarding their employment and/or association with the School District as a result of the negotiations leading to a successor Collective Bargaining Agreement between said parties.

902 RECOGNITION

The Board of Education of the Preble Shawnee Local School District recognizes for the term of this Agreement, the Preble Shawnee Local Education Association as the sole and exclusive bargaining representative for all bargaining unit members employed by the Board. The term "bargaining unit member" is defined as all certificated employees employed by the Board for the purpose of instructing or supervising students excluding only the following: Superintendent, Assistant Superintendent, Principals, Assistant Principals, and all supervisory, confidential, and management employees as defined by Chapter 4117 (F), (J), and (K) of the Ohio Revised Code.

"Tutor" means an employee contract with the Board of Education employed for and regularly assigned to a tutorial position requiring the holding of a valid teacher certificate. Such tutors shall be included in the bargaining unit and shall be entitled to all provisions of the Agreement, unless specifically referenced in any article.

In accordance with Article II, Section 202 of this Agreement, all right, powers, and duties of the Board not specifically reduced to writing as a part of this agreement are reserved solely to the discretion of the Board. Except as specifically modified by the terms of this Agreement, all matters relating to collective bargaining, employment, discipline, work stoppages, and other matters or relations between the parties shall follow the applicable state or federal statute.

903 SAVINGS CLAUSE

- A. The Board of Education and the Association agree that all items in this contract which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.10 (A) shall not be affected by this article. Should any clause of this contract be held in violation of the law by a court of competent jurisdiction, then the clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.
- B. In the event of a determination pursuant to paragraph A, the Board and the Association shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternative provision for only such affected provisions. Said negotiations shall be accomplished under the provisions of O.R.C. 4117.

904 ACADEMIC DISTRESS COMMISSION

ORC Section 3302.10 will have no effect on any provision of this contract unless the district would meet requirements of state law for the superintendent of public instruction to establish an academic distress commission for the district and until the Superintendent of Public Instruction notifies the district that the district is subject to the provisions of ORC Section 3302.10. Should the district enter into academic distress, the intent of the parties is to emerge from said distress with this Agreement intact.

The Association and its member reserve the right to challenge any action or failure to act by the Board, any academic distress commission, any Chief Executive Officer, or any other person or entity, with respect to the provisions of R.C. 3302.10.

ARTICLE X – BARGAINING PRACTICE

1001 ALTERNATE DISPUTE SETTLEMENT PROCEDURE

Pursuant to Ohio Revised Code §§4117.14 (C) and (E), the parties mutually agree upon the following dispute settlement procedure as an alternative to and in lieu of the dispute resolution procedures provided for in §4117.14 of the Ohio Revised Code.

1. In the event that either party declares negotiations to be at an impasse, the parties mutually agree to call upon and meet with a representative of the Federal Mediation and Conciliation Services for the purpose of mediation. Any cost for the use of such mediation service shall be shared equally by the parties.
2. Upon the expiration of the contract, after the parties have been at impasse for at least thirty (30) days and settlement has not been reached, and after the parties have engaged in mediation as set forth in paragraph (1) above, the Association will have the right to strike upon the filing of the statutorily required ten (10) day notice and the Board shall have the right to declare “ultimate impasse” and implement its last offer.

MEMORANDUM OF UNDERSTANDING – A

This Memorandum of Understanding is entered into between the Preble Shawnee Local School District, hereinafter the "Board" and the Preble Shawnee Local Education Association, hereinafter the "Association".

The parties agree that the Association shall retain all rights to bargain effects on working conditions when they occur. Requests to bargain such effects must be made in writing to the Superintendent no more than ten (10) working days after the person affected by the change is notified of the change. Bargaining on these items will be conducted in accordance with the provisions of this contract and of Chapter 4117 of the Ohio Revised Code. The parties agree that this Memo of Understanding while binding on the parties is not subject to the grievance procedure as Memos of Understanding are not part of the contract.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 1992.

FOR: PREBLE SHAWNEE LOCAL

FOR: PREBLE SHAWNEE LOCAL
SCHOOL DISTRICT EDUCATION
ASSOCIATION

President

President

Superintendent

Chairperson

Treasurer

Member

ADDENDUM A – INSURANCE POLICIES



Delta Dental PPO (Point-of-Service) Summary of Dental Plan Benefits For Group#0005630-9300, 9309 PREBLE SHAWNEE LOCAL SCHOOLS

This Summary of Dental Plan Benefits should be read in conjunction with your Dental Care Certificate. Your Dental Care Certificate will provide you with additional information about your Delta Dental plan, including information about plan exclusions and limitations. The percentages below will be applied to the lesser of the dentist's submitted fee and Delta Dental's allowance for each service. Delta Dental's allowance may vary by the dentist's network participation. PLEASE NOTE - If you choose a Nonparticipating Dentist, you will be responsible for any difference between the amount Delta Dental allows and the amount the Nonparticipating Dentist charges, in addition to any Copayment or Deductible.

Covered Plan - Delta Dental Plan of Ohio

Benefit Year - January 1 through December 31

Covered Services -	PPO Dentist or Dentist		Nonparticipating Dentist	
	Plan Pays	You Pay	Plan Pays	You Pay
Class I Benefits				
Diagnostic and Preventive Services - Used to diagnose and/or prevent dental abnormalities or disease (includes exams, cleanings and fluoride treatments)	100%	0%	100%	0%
Emergency Palliative Treatment - Used to temporarily relieve pain	100%	0%	100%	0%
Radiographs - X-rays	100%	0%	100%	0%
Sedation - Used to prevent drowsy or pils and fears of permanent back teeth.	100%	0%	100%	0%
Class II Benefits				
Oral Surgery Services - Extractions and dental surgery, including preoperative and postoperative care	80%	20%	80%	20%
Endodontic Services - Used to treat teeth with diseased or damaged nerves (for example, root canals)	80%	20%	80%	20%
Periodontic Services - Used to treat diseases of the gums and supporting structures of the teeth	80%	20%	80%	20%
Restorations and Repairs - Replaces and repairs to bridges and dentures	80%	20%	80%	20%
Minor Restorative Services - Used to repair teeth damaged by disease or injury (for example, fillings)	80%	20%	80%	20%
Periodontal Prophylaxis - Teeth Cleaning by a specialist	100%	0%	100%	0%
Class III Benefits				
Prosthodontic Services - Used to replace missing natural teeth (for example, bridges and dentures)	60%	40%	60%	40%
Major Restorative Services - Used when teeth can't be restored with another filling material (for example, crowns)	60%	40%	60%	40%
Class IV Benefits				
Orthodontic Services (no age limit) - Used to correct malposed teeth (for example, braces)	60%	40%	60%	40%

Customer Service Toll-Free Number: 800-534-0149
www.deltadentaloh.com
January 1, 2011

- The orthodontic age limitations are hereby waived for eligible Subscribers, spouses and dependent children.
- Oral exams, prophylaxes (cleanings), and fluoride treatment (no age limit) are payable twice per calendar year.
- Bitewing X-rays are payable twice per calendar year and full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period.
- Sealants are only payable once per tooth per 36 months for the occlusal surface of first permanent molars and second permanent molars to age 14. The surface must be free from decay and restorations.
- Inlays are a Covered Service.
- Veneers are payable on upper and lower anterior teeth, including the blaspids, once in any five-year period.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Porcelain crowns are optional treatment on posterior teeth.
- Occlusal guards are a benefit one every three years.
- Implants and implant related services are payable once per tooth in any five-year period.
- People with certain high-risk medical conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.

Having Delta Dental coverage makes it easy for our enrollees to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – \$1,500 per eligible person total per benefit year on all services except orthodontics. For orthodontic services, benefits will not exceed a lifetime maximum of \$1,500 per eligible person.

Deductible – \$25 deductible per person per benefit year limited to a maximum deduction of \$50 per family per benefit year on Class II and Class III Benefits. The deductible does not apply to Class I Benefits, periodontal prophylaxes or Class IV Benefits. Any expenses incurred by an eligible person for covered services during the last three months of a benefit year and applied to the deductible for that benefit year will also be applied to the deductible for the following benefit year.

Waiting Period – Coverage for eligible employees who are actively at work is effective on the date specified by the employer. Dependent(s) effective date: Eligible dependent(s) will become covered under the Plan on the later of the dates listed below, provided the employee has enrolled them in the Plan within thirty (30) days of meeting the Plan's eligibility requirements. The date the employee's coverage becomes effective. The date the dependent is acquired, provided any required contributions are made and the employee has applied for dependent coverage within thirty (30) days of the date acquired. Newborn children shall be covered from birth, regardless of confinement, provided the employee has applied for dependent coverage within thirty (30) days of birth. Coverage for a newly adopted child shall be effective on the date the child is placed for adoption, provided the employee has applied for dependent coverage within thirty (30) days of placement.

Eligible People – All regular employees as determined by the employer, shall be eligible to enroll for dental coverage under this plan. Preble Shawnee Local Schools (9300) and Preble Shawnee Local Schools COBRA (9309).

Also eligible at your option are your legal spouse, your dependent children to the end of the calendar year in which they turn 24.

If you and your spouse are both eligible for coverage under this contract, you may be enrolled together on one application card or separately on individual application cards, but not both. Your dependent children may only be enrolled on one application card. Delta Dental will not coordinate benefits if you and your spouse are both covered under this contract. Unless this is a Section 125 plan, Subscribers and their dependents who enroll in the dental plan are required to remain enrolled for a minimum of 12 months. Any Subscriber or dependent who drops the dental plan may not re-enroll at a later date. If this is a Section 125 plan, an election may be revoked or changed at any time if the change is the result of a change in family status as defined under Internal Revenue Code Section 125. The Employer and Subscriber may share the cost of this plan.

Benefits generally will cease on the last day of the month in which the employee is terminated or a dependent loses eligibility.

**Anthem Blue Cross and Blue Shield
Preble Shawnee Board of Education Blue Access (PPO) - \$2600 Deductible**

Coverage Period: 09/01/2016 - 08/31/2017
Coverage for Individual + Family | Plan Type: PPO



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at <https://ecsc.anthem.com/sochb/5> or by calling (800) 552-9159.

Important Questions / Answers

Why This Matters:

<p>What is the overall deductible?</p>	<p>\$2,600 single / \$5,200 family for In-Network Providers. Does not apply to Hospice and Preventive care. \$5,200 single / \$10,400 family for Out-of-Network Providers. Does not apply to Hospice. In-Network Providers and Non-Network Providers deductibles are separate and do not count towards each other.</p>	<p>You must pay all costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 3 for how much you pay for covered services after you meet the deductible.</p>
<p>Are there other deductibles for specific services?</p>	<p>No.</p>	<p>You don't have to meet deductibles for specific services, but see the chart starting on page 3 for other costs for services this plan covers.</p>
<p>Is there an out-of-pocket limit on any expenses?</p>	<p>Yes: \$5,200 single / \$10,400 family for In-Network Providers. \$10,400 single / \$20,800 family for Out-of-Network Providers. In-Network Providers and Non-Network Providers Out of Pocket are separate and do not count towards each other.</p>	<p>The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.</p>
<p>What is not included in the out-of-pocket?</p>	<p>Non-Network Transplant Services, Prescription, Balance-</p>	<p>Even though you pay these expenses, they don't count toward the out-of-pocket limit.</p>

Overdose: Call (800) 552-9159 or visit us at www.anthem.com. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.aetna.com/glossary or call (800) 552-9159 to request a copy.

OH/17/P/ANEM/CONTRACTS/SCHOOL/5115/BAOCS/2016/PPO/NA/NA/09-16

Important Questions		Answers		Why this Matters	
Do I need a referral to see a specialist?	Yes	No, you do not need a referral to see a specialist.	You can see the specialist you choose without permission from this plan.		
Are there services this plan doesn't cover?	Yes	Some of the services this plan doesn't cover are listed on page 8. See your policy or plan document for additional information about excluded services.			
Does this plan use a network of providers?	Yes, Blue Access. For a list of Network providers, see www.aetna.com or call (800) 552-9159.				
Is there an overall annual limit on what the plan pays?	No.				
Do I need a referral to see a specialist?	Yes	No, you do not need a referral to see a specialist.	You can see the specialist you choose without permission from this plan.		
Are there services this plan doesn't cover?	Yes	Some of the services this plan doesn't cover are listed on page 8. See your policy or plan document for additional information about excluded services.			
Do I need a referral to see a specialist?	Yes	No, you do not need a referral to see a specialist.	You can see the specialist you choose without permission from this plan.		
Are there services this plan doesn't cover?	Yes	Some of the services this plan doesn't cover are listed on page 8. See your policy or plan document for additional information about excluded services.			



- Copayments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Coinsurance is your share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is \$1,000, your coinsurance payment of 20% would be \$200. This may change if you haven't met your deductible.
- The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the allowed amount is \$1,000, you may have to pay the \$500 difference. (This is called balance billing.)
- This plan may encourage you to use Network providers by charging you lower deductibles, copayments and coinsurance amounts.

Common Medical Event	Services You May Need	Your Cost if You Use an In-Network Provider	Your Cost if You Use an Out-of-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic:	Primary care visit to treat an injury or illness	10% coinsurance	40% coinsurance	— none —
	Specialist visit	10% coinsurance	40% coinsurance	— none —
If you leave a visit:	Other practitioner office visit	Manipulative Therapy 10% coinsurance Acupuncture Not covered	Manipulative Therapy 40% coinsurance Acupuncture Not covered	Manipulative Therapy Coverage for In-Network Providers and Non-Network Providers combined is limited to 12 visits per benefit period. Costs may vary by site of service. Acupuncture — none —
	Preventive care/vaccines/immunization	No cost share	40% coinsurance	— none —
	Diagnostic test (x-ray, blood work)	Lab - Office 10% coinsurance X-Ray - Office 10% coinsurance	Lab - Office 40% coinsurance X-Ray - Office 40% coinsurance	Lab - Office — none — X-Ray - Office — none —
Imaging (CT/PET scans)	10% coinsurance	40% coinsurance	— none —	

Common Medical Event	Services You May Need	Your Cost if You Use an In-Network Provider	Your Cost if You Use an Out-of-Network Provider	Eliminations & Exceptions
<p>If you need drugs to treat your illness or condition.</p> <p>More information about prescription drug coverage is available at http://www.santitas.com/pharmacyinformation/</p>	<p>MRIs</p> <p>Generic formulary</p>	<p>\$10 copay per prescription (retail only) and \$20 copay per prescription (home delivery only)</p>	<p>\$40 copay per prescription or 50% coinsurance, whichever is greater (retail only)</p>	<p>Covers up to a 30 day supply (retail pharmacy) Covers up to a 90 day supply (home delivery program) Home delivery is not covered for Non-Network Providers. (Includes diabetic test strip).</p>
	<p>Brand formulary</p>	<p>\$25 copay per prescription (retail only) and \$50 copay per prescription (home delivery only)</p>	<p>\$40 copay per prescription or 50% coinsurance, whichever is greater (retail only)</p>	<p>Covers up to a 30 day supply (retail pharmacy) Covers up to a 90 day supply (home delivery program) Home delivery is not covered for Non-Network Providers. (Includes diabetic test strip).</p>
	<p>Non-formulary generic brand</p>	<p>\$40 copay per prescription (retail only) and \$80 copay per prescription (home delivery only)</p>	<p>\$40 copay per prescription or 50% coinsurance, whichever is greater (retail only)</p>	<p>Covers up to a 30 day supply (retail pharmacy) Covers up to a 90 day supply (home delivery program) Home delivery is not covered for Non-Network Providers. (Includes diabetic test strip).</p>

Common Medical Event	Services You May Need	Your Cost if You Use an In-Network Provider	Your Cost if You Use an Out-of-Network Provider	Limitations & Exceptions
	Tier 4 - Typically Specialty Drugs	25% coinsurance up to \$200 per prescription (retail only) and 25% coinsurance up to \$200 per prescription (home delivery only)	\$40 copay per prescription or 50% coinsurance, whichever is greater (retail only)	Specialty medications are limited to a 30 day supply regardless of whether they are retail or home delivery. Home delivery is not covered for Non-Network Providers. (Includes diabetic test strip).
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center) Physician/surgeon fees	10% coinsurance	40% coinsurance	none
If you need immediate medical attention	Emergency room services Emergency medical transportation Urgent care	10% coinsurance	Covered as In-Network Covered as In-Network	none
If you have a hospital stay	Facility fee (e.g., hospital room) Physician/surgeon fee	10% coinsurance	40% coinsurance	none
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services Mental/Behavioral health inpatient services	10% coinsurance 10% coinsurance	40% coinsurance 40% coinsurance	Mental/Behavioral Health Office Visit none Mental/Behavioral Health Facility Visit - Facility Charges none
	Substance use disorder outpatient services	Substance Use Office Visit 10% coinsurance	Substance Use Office Visit 40% coinsurance	Substance Use Office Visit none Substance Use Facility

Common Medical Event	Services You May Need	Your Cost if You Use an In-Network Provider	Your Cost if You Use a Non-Network Provider	Limitations & Exceptions
	Substance use disorder inpatient services	10% coinsurance	40% coinsurance	Visit - Facility Charges ---none---
If you are pregnant	Prenatal and postnatal care	10% coinsurance	40% coinsurance	---none---
	Delivery and all inpatient services	10% coinsurance	40% coinsurance	There may be other levels of cost share that are contingent on how services are provided.
If you need help recovering or have other special health needs	Home health care	No cost share	40% coinsurance	Coverage for Out-of-Network Providers is limited to 30 visits per benefit period.
	Rehabilitation services	10% coinsurance	40% coinsurance	Coverage is limited to 30 visits per benefit period for Occupational Therapy. Coverage is limited to 30 visits per benefit period for Physical Therapy. Coverage is limited to 50 visits per benefit period for Speech Therapy. Apply to In-Network Providers and Non-Network Providers combined. Costs may vary by site of service.
	Habilitation services	10% coinsurance	40% coinsurance	Habilitation visits count towards your

Common Medical Event	Services You May Need	Your Cost if You Use an In-Network Provider	Your Cost if You Use an Out-of-Network Provider	Limitations & Exceptions
				rehabilitation limit. Costs may vary by site of service.
	Skilled nursing care	10% coinsurance	40% coinsurance	Coverage for In-Network Providers and Non-Network Providers combined is limited to 180 days limit per benefit period.
	Durable medical equipment	20% coinsurance	40% coinsurance	none
	Hospice service	No cost share	No cost share	none
	Eye exam	10% coinsurance	40% coinsurance	Coverage is for vision exam only. Costs may vary by site of service.
	Glasses	Not covered	Not covered	none
	Dental check-up	Not covered	Not covered	none

If your child needs dental or eye care

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (adult)
- Hearing aids
- Infertility treatment
- Long-term care
- Routine foot care unless you have been diagnosed with diabetes.
- Weight loss programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Chiropractic care
- Most coverage provided outside the United States. See www.bcbs.com/bhacsr/broadside
- Private-duty nursing Coverage is limited to 82 visits per benefit period.
- Routine eye care (adult)

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at (800) 552-9159. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.crhio.com/gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact

ATTN: Grievances and Appeals
P.O. Box 105568
Atlanta GA 30348-5568

Ohio Department of Insurance
50 W. Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(800) 686-1526
(614) 644-2673

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

Language Access Services:

如果您是非會員並需要中文協助，請聯絡您的銷售代表或小組管理員。如果您已參保，則請使用您 ID 卡上的號碼聯絡客戶服務人員。

Doo bee t'ah m'ligoo el dooda't, shikín adookwol firáninigo t'áá diné k'éjilgo, t'áá shoodi ba na'alabíh ya uiddíh bich'i naabíidíhíid. Eí doo biigha daago ni be'ni'go bo'abangí bich'i hodíidí. Har'dea íun'wango e'ya, t'áá shoodí diné ya atáh halne'ígá of béfesh bee hare'í wáiba' bí'ki a'wílléfi bí'kéhgo bich'i hodíidí.

Si no es miembro todavía y necesita ayuda en idioma español, le solicitamos que llame al número de servicio al cliente que aparece en su tarjeta de identificación.

Kung hindi ka pa miyembro at kailangan ng tulong sa wikang Tagalog, mangyaring makipag-ugnayan sa iyong sales representative o administrator ng iyong pangkat. Kung naka-card ka na, mangyaring makipag-ugnayan sa customer grant ang numero sa iyong ID card.

-----To see examples of how this plan might meet each for a sample medical situation, see the next page-----

About These Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Managing type 2 diabetes

Medical care provided by
an all-Washington Foundation

- Amount owed to providers: \$5,400
- Plan pays \$2,280
- Patient pays \$3,110

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$2,600
Copays	\$240
Coinsurance	\$190
Limits or exclusions	\$80
Total	\$3,110

Having a baby

Medical care provided by
an all-Washington Foundation

- Amount owed to providers: \$7,540
- Plan pays \$4,300
- Patient pays \$3,240

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$2,600
Copays	\$20
Coinsurance	\$470
Limits or exclusions	\$150
Total	\$3,240

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, co-payments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

***No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

***No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✓Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓Yes. An important cost is the premiums you pay. Generally, the lower your premiums, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Important Questions

Answers

Why this Matters:

<p>the out-of-pocket limits?</p>	<p>Management Services, including kidney and cancer, flat dollar copayments for preventive Care, physician office services and urgent care, Prescription, Balance-Billed charges, and Health Care this plan doesn't cover.</p>	<p>Limit.</p>
<p>Is there an overall annual limit on what the plan pays?</p>	<p>No.</p>	<p>The chart starting on page 3 describes any limits on what the plan will pay for specific covered services, such as office visits.</p>
<p>Does this plan use a network of providers?</p>	<p>Yes, Blue Access. For a list of Network providers, see www.aetna.com or call (800) 552-9199.</p>	<p>If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 3 for how this plan pays different kinds of providers.</p>
<p>Do I need a referral to see a specialist?</p>	<p>No; you do not need a referral to see a specialist.</p>	<p>You can see the specialists you choose without permission from this plan.</p>
<p>Are there services this plan doesn't cover?</p>	<p>Yes.</p>	<p>Some of the services this plan doesn't cover are listed on page 8. See your policy or plan document for additional information about excluded services.</p>

- Copayments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Coinsurance is your share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is \$1,000, your coinsurance payment of 20% would be \$200. This may change if you haven't met your deductible.
- The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the allowed amount is \$1,000, you may have to pay the \$500 difference. (This is called balance billing.)
- This plan may encourage you to use Network providers by charging you lower deductibles, copayments and coinsurance amounts.

Common Medical Event	Services You May Need	Your Cost if You Use a Network Provider	Your Cost if You Use a Non-Network Provider	Limitations & Exclusions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness Specialist visit	\$20 copay per visit \$20 copay per visit	40% coinsurance 40% coinsurance	none none
	Other practitioner office visit	Manipulative Therapy \$20 copay per visit Acupuncture Not covered	Manipulative Therapy 40% coinsurance Acupuncture Not covered	Manipulative Therapy Coverage for In-Network Providers and Non- Network Providers combined is limited to 12 visits per benefit period. Costs may vary by site of service. Acupuncture none
If you have a test	Preventive care/screening/ immunization	\$20 copay per visit	40% coinsurance	none
	Diagnostic test (x-ray, blood work)	Lab - Office No cost share X-Ray - Office No cost share	Lab - Office 40% coinsurance X-Ray - Office 40% coinsurance	Lab - Office Costs may vary by site of service. X-Ray - Office Costs may vary by site of service.
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	none

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
<p>If you need drugs to treat your illness or condition</p> <p>More information about prescription drug coverage is available at http://www.athletico.com/pharmacy/athletico.</p>	<p>Generic formulary drugs</p>	<p>\$12 copay per prescription (retail only) and \$24 copay per prescription (home delivery only)</p>	<p>\$40 copay per prescription or 50% coinsurance, whichever is greater (retail only)</p>	<p>Covers up to a 30 day supply (retail pharmacy)</p> <p>Covers up to a 90 day supply (home delivery program) Home delivery is not covered for Non-Network Providers. (Includes diabetic test strip).</p>
	<p>Brand formulary drugs</p>	<p>\$24 copay per prescription (retail only) and \$48 copay per prescription (home delivery only)</p>	<p>\$40 copay per prescription or 50% coinsurance, whichever is greater (retail only)</p>	<p>Covers up to a 30 day supply (retail pharmacy)</p> <p>Covers up to a 90 day supply (home delivery program) Home delivery is not covered for Non-Network Providers. (Includes diabetic test strip).</p>
	<p>Brand non-formulary drugs</p>	<p>\$40 copay per prescription or 50% coinsurance, whichever is greater up to \$80 per prescription (retail only) and \$80 copay per prescription (home delivery only)</p>	<p>\$40 copay per prescription or 50% coinsurance, whichever is greater (retail only)</p>	<p>Covers up to a 30 day supply (retail pharmacy)</p> <p>Covers up to a 90 day supply (home delivery program) Home delivery is not covered for Non-Network Providers. (Includes diabetic test strip).</p>
	<p>Not Applicable</p>	<p>Not covered</p>	<p>Not covered</p>	<p>None</p>
<p>If you have outpatient surgery</p>	<p>Facility fee (e.g., ambulatory)</p>	<p>20% coinsurance</p>	<p>40% coinsurance</p>	<p>None</p>

Common Medical Event	Services You May Need	Your Cost if You Use an In-Network Provider	Your Cost if You Use an Out-of-Network Provider	Limitations & Exceptions	
If you need immediate medical attention:	Emergency room services	20% coinsurance	40% coinsurance	none	
	Emergency medical transportation	\$100 copay per visit	Covered as In-Network	If admitted, ER copay is waived, then inpatient copayment applies.	
	Urgent care	20% coinsurance	Covered as In-Network	none	
	Facility fee (e.g. hospital room)	\$50 copay per visit	Covered as In-Network	none	
	Physician/surgeon fee	20% coinsurance	40% coinsurance	none	
	If you have mental health, behavioral health, or substance abuse needs:	Mental/Behavioral Health Office Visit	Mental/Behavioral Health Office Visit	Mental/Behavioral Health Office Visit	Mental/Behavioral Health Office Visit
		Mental/Behavioral health outpatient services	No cost share Mental/Behavioral Health Facility Visit - Facility Charges No cost share	40% coinsurance Mental/Behavioral Health Facility Visit - Facility Charges 40% coinsurance	none Mental/Behavioral Health Facility Visit - Facility Charges none
		Mental/Behavioral health inpatient services	20% coinsurance	40% coinsurance	none
		Substance use disorder outpatient services	Substance Use Office Visit No cost share Substance Use Facility Visit - Facility Charges No cost share	Substance Use Office Visit 40% coinsurance Substance Use Facility Visit - Facility Charges 40% coinsurance	Substance Use Office Visit none Substance Use Facility Visit - Facility Charges none
	If you are pregnant:	Substance use disorder inpatient services	20% coinsurance	40% coinsurance	none
Prenatal and postnatal care		20% coinsurance	40% coinsurance	There may be other levels of cost share that are contingent on how services are provided.	
Delivery and all inpatient		20% coinsurance	40% coinsurance	none	

Common Medical Event	Services You May Need	Your Cost (If You Use an In-Network Provider)	Your Cost (If You Use an Out-of-Network Provider)	Limitations & Exceptions
<p>If you need help managing or have other special health care needs:</p>	<p>Home health care</p>	<p>20% coinsurance</p>	<p>40% coinsurance</p>	<p>Coverage for Out-of-Network Providers is limited to 30 visits per benefit period.</p>
	<p>Rehabilitation services</p>	<p>\$20 copay per visit</p>	<p>40% coinsurance</p>	<p>Coverage is limited to 30 visits per benefit period for Physical Therapy. Coverage is limited to 30 visits per benefit period for Occupational Therapy. Coverage is limited to 50 visits per benefit period for Speech Therapy. Apply to In-Network Providers and Non-Network Providers combined. Costs may vary by site of service.</p>
	<p>Habilitation services</p>	<p>\$20 copay per visit</p>	<p>40% coinsurance</p>	<p>Habilitation visits count towards your rehabilitation limit. Costs may vary by site of service.</p>
	<p>Skilled nursing care</p>	<p>20% coinsurance</p>	<p>40% coinsurance</p>	<p>Coverage for In-Network Providers and Non-Network Providers combined is limited to 180 days limit per benefit period.</p>
	<p>Disable medical equipment</p>	<p>20% coinsurance</p>	<p>40% coinsurance</p>	<p>none</p>
	<p>Hospice service</p>	<p>20% coinsurance</p>	<p>20% coinsurance</p>	<p>none</p>
	<p>Eye exam</p>	<p>\$20 copay per visit</p>	<p>40% coinsurance</p>	<p>Coverage is for vision exam only. Costs may vary by site of service.</p>
<p>If your child needs glasses at eye care</p>	<p>Glasses</p>	<p>Not covered</p>	<p>Not covered</p>	<p>none</p>

Common Medical Event	Services You May Need	Your Cost if You Use an Network Provider	Your Cost if You Use an Non-Network Provider	Limitations & Exceptions
	Dental check-up	Not covered	Not covered	None

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (adult)
- Hearing aids
- Infertility treatment
- Long-term care
- Routine foot care unless you have been diagnosed with diabetes.
- Weight loss programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Chiropractic care
- Most coverage provided outside the United States. See www.hcbh.com/hcbhworldwide
- Private-duty nursing
- Routine eye care (adult)

Your Rights to Continue Coverage:

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For more information on your rights to continue coverage, contact the plan at (800) 552-9159. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 or www.hhs.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact

ATTN: Grievances and Appeals
P.O. Box 105568
Atlanta GA 30348-5568

Ohio Department of Insurance
50 W. Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(800) 686-1526
(614) 644-2673

About These Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Managing type 2 diabetes

Sample medical costs
\$1,000 - \$1,900 (estimated)

- Amount owed to providers: \$5,400
- Plan pays \$3,500
- Patient pays \$1,900

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$1,000
Copays	\$610
Coinsurance	\$210
Limits or exclusions	\$80
Total	\$1,900

Having a baby

Sample medical costs
\$2,150 - \$7,540 (estimated)

- Amount owed to providers: \$7,540
- Plan pays \$5,390
- Patient pays \$2,150

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Antibiotics	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$1,000
Copays	\$40
Coinsurance	\$960
Limits or exclusions	\$150
Total	\$2,150

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or pre-existing condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, co-payments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

*** No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

*** No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✓ Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓ Yes. An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.