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COLLECTIVE BARGAINING AGREEMENT

between the

PERKINS EDUCATION ASSOCIATION

and the

PERKINS BOARD OF EDUCATION

July 1, 2018 through June 30, 2021

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ARTICLE I – RECOGNITION

- 1.01 The Perkins Board of Education, hereinafter the “Board”, hereby recognizes the Perkins Education Association (OEA/NEA-Local) hereafter the “Association” as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for all professional, non-supervisory personnel, as employed by the Perkins Board of Education, (as certified by the State Employment Relations Board), classroom teachers (K-12, full-time and part-time, vocational), guidance counselors, librarians, and department heads. The Association recognizes that the Superintendent, Assistant Superintendent, Principals, and other Administrative personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. Also excluded would be the athletic director. The Employer recognizes that Association representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

ARTICLE II – NEGOTIATIONS

- 2.01 Either the Association or the Board of Education may initiate negotiations in the year of contract expiration by letter of submission forwarded to the other party by February 1, outlining their intent to bargain as defined in Chapter 4117, O.R.C.
- 2.02 A. Within twenty (20) working days of transmittal of said submission letter, the parties shall hold their first negotiation session. At any negotiation session, either party may be represented by no more than five (5) representatives.
- B. All issues for negotiations by the Association and the Board shall be submitted in writing at the first meeting. No additional issues shall be submitted by either party, unless agreed to by both parties. This language shall not be interpreted by either party as limiting the right of one party or another to present counter proposals.
- C. Each party shall pay its own expenses pertinent to any representations or witnesses, and any expenses incurred in preparation for negotiating.
- D. Resource persons or observer may be present by mutual consent of both parties.
- E. The following shall be determined at the commencement of each meeting prior to proceeding to negotiating items:
- 1) the time, date, and place of the next meeting;
 - 2) the agenda for the meeting in session;
 - 3) the time of the meetings should be approximately three (3) hours unless otherwise agreed.

- F. As negotiated items are tentatively agreed upon, each shall be initialed by each party.
 - G. When a contract has been reached by both parties, the tentative contract will be submitted to the Association for ratification. The ratified contract must be returned to the Board by the Association. The Board will at its next meeting approve or disapprove the contract by appropriate motion.
- 2.03 If after thirty (30) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Services to assist in negotiations. If a party calls for Mediation involvement, the other party shall join in a joint request.
- 2.04 The Board of Education agrees that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117.14 O.R.C.
- 2.05 The Association and the Board of Education may by mutual consent agree to enter into nontraditional negotiations.

ARTICLE III – STRIKE CLAUSE

- 3.01 The Board of Education agrees that the members of the bargaining unit have the right to strike under Chapter 4117.14 of the Ohio Revised Code at the expiration of the contract, provided that the employee organization representing the employees has given a ten-day prior written notice of an intent to strike to the public employer and to the State Employment Relations Board.

ARTICLE IV – GRIEVANCE PROCEDURE

4.01 **PURPOSE**

The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time, equitable solutions to grievances which may arise from time to time.

4.02 **DEFINITIONS**

- A. A “grievance” is a claim by a member of the bargaining unit, that there has been a violation, misapplication, or misinterpretation of one (1) or more of the provisions of this agreement. In the event that such a violation, misapplication, or misinterpretation of the agreement affects a group of teachers, the Association may file a grievance on behalf of the group, in which case the Association shall be the grievant.
- B. An “aggrieved person” is a member of the bargaining unit having a grievance. The Association shall designate one or more representatives for grievance

procedures in each school building. Any teacher may consult a representative for assistance.

- C. A “day” in this section where not stated, shall mean a working day. The number of days indicated at each level shall be considered as maximum and should be adhered to in expediting the procedure. A working day is a day other than Saturday, Sunday, any day in July and the following holidays: Christmas Eve, Christmas Day, New Years Eve, New Years Day, President’s Day, Martin Luther King Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day and the day after.

4.03 **PROCEDURE**

Time limits stipulated herein are considered maximums to ensure rapid resolution to problems. Time limits may be extended only by mutual agreement of all parties concerned. Failure of Administration to adhere to the time limits will affirm the grievance. Failure of the grievant to adhere to the time limits will result in a nullification of the grievance.

4.04 **LEVEL ONE – INFORMAL**

Within twenty (20) working days of an event or condition that an individual considers a grievance, he/she shall discuss the problem with his/her immediate supervisor, or with the member of the administration whose action or inaction created the situation in an attempt to resolve the problem without filing a formal grievance and meet with the aggrieved within seven (7) work days of the request. The administration will respond in writing within five (5) work days of the meeting. He/she may do this alone or with his/her official Association representative.

4.05 **LEVEL TWO – FORMAL**

- A. In the event the aggrieved person is not satisfied with the disposition at Level One, within seven (7) working days after the receipt of the written response, he/she may inaugurate the formal proceedings and a hearing shall be arranged between the aggrieved, the immediate supervisor, or aggrieved administrator, and Association Representative, and other parties who may be needed to give information relative to the claim. The disposition by the Supervisor shall be added to the Grievance Report Form within seven (7) working days unless mutually agreed upon.
- B. In all levels of the formal proceedings, official Grievance Report Forms shall be made ~~in triplicate~~; one (1) for the aggrieved; one (1) for the administration; and one (1) for the Association. (See Appendix A)

4.06 **LEVEL THREE**

- A. In the event the aggrieved person is not satisfied with the disposition at Level Two, within seven (7) working days after the receipt of the written response,

he/she may inaugurate the formal proceedings and a hearing shall be arranged between the aggrieved, the Superintendent/Designee, or aggrieved administrator, and Association Representative, and other parties who may be needed to give information relative to the claim. The disposition by the Superintendent/Designee shall be added to the Grievance Report Form within seven (7) working days unless mutually agreed upon.

- B. In the event that the Level Two, or Formal Step, of this procedure was with the Superintendent, the next step would be Level Four.

4.07 **LEVEL FOUR**

- A. If the aggrieved person and the Association are not satisfied with the disposition in Level Three, the Association may demand that the issue be submitted to arbitration within seven (7) work days after the Level Three hearing.
- B. Notwithstanding the language of Section 4.07 A., the parties may request the grievance to be mediated by a mediator chosen by the parties from the American Arbitration Association before the issue is submitted to arbitration. Such request shall be made by mutual agreement of the parties.
- C. The arbitration shall be conducted in compliance with the American Arbitration Association's voluntary rules and regulations.
- D. The arbitrator shall be appointed pursuant to the American Arbitration Association's Labor Arbitration Rules. Either party shall have the right to request an additional list if it is not possible to appoint an arbitrator from the first list supplied to the parties.
- E. The arbitrator will render the written decision and award no later than thirty (30) days following the closing of the record on the case. His/her decision shall be final and binding on the Association, its members, the employee or employees involved, the Board of Education, the Superintendent, and all other agents of the Board of Education. Cost of the arbitrator's services shall be shared by the parties.

4.08 **RIGHTS OF PARTIES**

- A. Both parties agree that grievance proceedings should be handled in a confidential manner.
- B. No teacher may be represented by any teacher organization other than the Association in any grievance procedure initiated pursuant to this procedure.
- C. No teacher shall be denied the right to legal advice and/or counsel in any of the levels listed above.

- D. Copies of all written decisions of grievances shall be sent to all parties involved, the Association president, the aggrieved, and the appropriate administrator.
- E. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in the procedures described in this agreement.
- F. Forms for processing grievances shall be made available through all administrative offices in each building, the central administration office, and designated officials of the Association including Building Representatives and members of the Association Grievance Committee.
- G. Records of the grievance proceedings shall be kept in a separate file, called grievance file, by the Treasurer of the Board. All records of proceedings will be kept until it is permissible to destroy them in accordance with the local "Records of Retention Policy".

ARTICLE V – LEAVE PROVISIONS

5.01 ASSAULT LEAVE

In the event of a physical assault on a teacher in the performance of his/her duties by a student of the district, which results in the teacher being absent, such absence will not be charged to sick leave.

Such assault leave shall be granted upon certification of the attending physician and shall not exceed one hundred twenty (120) days.

For purposes of this Article, to be entitled to assault leave, the assaulted teacher shall file formal charges with the appropriate law enforcement agency.

Assault leave shall not be granted if it is found by a court of competent jurisdiction that the teacher committed a criminal assault against the student causing the injury.

5.02 ASSOCIATION LEAVE

The Association will be granted for each OEA Representative Assembly not to exceed two (2) meetings annually, a maximum of two (2) days for three (3) delegates.

5.03 JURY DUTY/COURT LEAVE

When it becomes necessary for a teacher to accept jury duty, the teacher shall be paid his/her regular salary for the number of service days involved. Such leave shall not be deducted from any other type of leave. No bargaining unit member shall have any obligation to reimburse the school district for any jury duty service compensation received from the courts.

5.04 **MILITARY LEAVE**

Military leave shall be granted to teachers pursuant to Ohio Revised Code.

5.05 **PERSONAL LEAVE**

1. All instructional staff members shall be allowed unlimited personal leave days.
2. Personal leave shall be for the purpose of conducting personal business which cannot be conducted at times other than regular school hours.
3.
 - A. A bargaining unit member shall be allowed to take one (1) personal leave day per child, per year, to accompany their child(ren) on school related activities. A bargaining unit member shall be allowed to take personal leave days to attend or to travel to school related athletic events that occur during the work day in which their child(ren) are participating. The right to use personal leave days for school related athletic events shall be limited to that level of competition prior to the state event and the competition at the state level. Additional reasons a bargaining unit member shall be allowed to take personal leave include: appearing as a litigant or a subpoenaed witness in court where Perkins Local Schools is not a party to the litigation; signing business papers; transporting a child to or from college (two days per school year); emergency transportation difficulties between home and school; observing a religious holiday (four days per school year); attending graduation or military recognition ceremony of self, spouse, or child; accident involving family property; attending marriage ceremony of son, daughter, brother, sister, mother or father (one day if event is within 200 miles of Sandusky, two days if event is between 201 to 400 miles from Sandusky, three days if event is over 401 miles from Sandusky); being a member of a wedding party (one day if event is within 200 miles of Sandusky, two days if event is between 201 to 400 miles from Sandusky, three days if event is over 401 miles from Sandusky); attending to personal legal matters where the Board is not a party; and other reasons as approved by the Superintendent.
 - B. A bargaining unit member who wants personal leave for a short period of time (i.e. two (2) hrs. or less) may avoid taking personal leave by making arrangements with another bargaining unit member to cover his/her assignment. The bargaining unit member covering for a fellow bargaining unit member shall not be entitled to additional compensation under Article XXI. The bargaining unit member shall inform his/her immediate administrative supervisor of the time of the leave, the duration of the leave, and the fellow bargaining unit member that is covering the duty assignment.
4. Personal business would NOT include such activities as vacation, extending a vacation or holiday period, social or recreational activities, shopping trips, hobby activities, secondary employment, accompanying spouse on a trip, job hunting,

and sick leave, etc. If a question arises as to the appropriateness of a reason, it should be reviewed with the immediate supervisor before taking the leave.

5. If the Administration has reasonable grounds to believe that a bargaining unit member has applied for and used personal leave in violation of #4, above, the Administration may request the bargaining unit member to verify his/her use of personal leave. Any bargaining unit member found to have used personal leave for any of the activities cited in #4, shall be reprimanded and have his/her salary docked for the day in question and/or face criminal prosecution.
6. Written request for personal leave shall be submitted at least three (3) days in advance of the date for which leave is requested. If three (3) days' notice is not possible the staff member shall notify the building principal or immediate supervisor as soon as possible. In such situations, the personal leave form shall be submitted during the first workday after conclusion of the leave.
7. When a member requests personal leave in Kiosk or similar software system the member is not required to list specific reasons. There will not be a deduction in salary or sick leave when personal leave is used in accordance with this provision.
8. Personal leave shall only be used in increments of one (1) or one-half (1/2) days.

5.06 A. **LEAVE OF ABSENCE (UNPAID)**

A leave of absence for up to one (1) year shall be granted by the Board of Education to members of the teaching staff for the following purposes:

1. Personal illness
2. Physical or mental disability
3. Pregnancy

The Board of Education may, but shall not be obligated to do so, grant an unpaid leave for the following purpose if so recommended by the Superintendent:

1. Election to political office

An employee desiring such leaves, shall present in writing, a request stating clearly the reason and purposes of the leave to the Superintendent. When the reason for the leave is personal illness, physical or mental disability, or pregnancy, an employee shall also attach a doctor's statement.

The Superintendent shall report the request to the Board at the next regular meeting. Without request, the Board may grant a leave of absence because of physical or mental disability.

If a leave of absence is granted for personal illness, physical or mental disability, or pregnancy, it may be extended for a second year by written request presented to the Superintendent and with the approval of the Board.

Any employee who is on leave of absence and who wishes to return to his/her duties at the beginning of the following school year shall notify the Superintendent of such intention no later than May 1st.

Upon return from a leave of absence, a teacher shall resume the contract status held prior to such leave and will be returned to a position for which he/she is qualified. Teachers using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave.

Teacher(s) on an unpaid leave(s) of absence as stated herein shall not be eligible to receive any of the following benefits:

1. The accrual of sick leave
2. Payment for calamity day(s)

Contingent upon the procedures established by the insurance company(ies) providing the specific coverage, an employee shall be eligible to have any and all of his/her insurance coverage continued during an unpaid leave of absence, provided the employee pays the premium(s) for said coverage no later than the first day of each month.

B. PARENTAL LEAVE

A non-paid parental leave shall be granted to a teacher for the purpose of child bearing or adoption of a child less than six (6) years of age or upon request and on the conditions set forth below.

A teacher who is expecting or adopting a child will be entitled to a leave of absence without pay for paternity reasons to begin at any time between the commencement of pregnancy, or in the case of adoption, the receipt of custody, and up to one (1) year after the child is born or adopted. Such leave may be for a one (1) year period and may be extended up to two (2) years.

1. Application for Leave

Application for parental leave shall be in writing and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody and the date on which parental leave is to commence. Except in situations as per written doctor's orders, application for parental leave shall be made at least thirty (30) days before the beginning date of the leave and shall state the expected date of return.

2. Reinstatement Rights

Upon return from leave, the teacher shall be reinstated to an equivalent position for which he/she is certified. An attempt will be made to return the teacher to the same position held prior to the leave.

3. **Limited Contracts for Replacements**

- a. Upon being hired by the Board, as a replacement for a teacher on parental leave, a teacher shall be given a one (1) year limited contract.
- b. This contract will automatically expire at the conclusion of the last contracted teacher day or the date indicated as the teacher's return date without prior written notice of nonrenewal.
- c. The provisions of O.R.C. 3319.11 and 3319.111 shall not apply to a teacher employed under this provision but any teacher who is employed the following year under a regular teaching contract shall receive seniority for the time spent as a replacement teacher.

4. **Insurance Coverage While on Leave**

Insurance coverage(s) shall be continued for a bargaining unit member on such leave upon his/her payment of premium. Said premiums will be payable at the beginning of each month at the office of the Treasurer.

5. **Exclusions**

Teacher(s) on parental leave shall not be eligible to receive any of the following benefits:

- a. the accrual of sick leave
- b. payment for calamity days.

5.07 **PROFESSIONAL LEAVE**

The Board of Education and the Perkins Education Association agree to the following guidelines or definitions of Professional Leave, which shall be applied for on the Professional Leave Form.

- A. Professional Leave is a leave from a teacher's position to attend a conference, seminar, or workshop which has a direct bearing and immediate benefit to the teacher in the performance of his/her duties and is consistent with building, district and subject goals. Professional Leave is also understood to include visits to selected schools or school districts that would yield a direct benefit to the teacher.
- B. The Professional Leave Fund, excluding funds for mandated meetings, will be allocated per building on a professional staff per capita basis. The school to

which the teachers report first to on Monday will be their designated home school building. Funds will be appropriated for each building on July 1st for use during that contract year. The total amount for each building shall be based on the number of bargaining unit positions in that building as of September 1 x \$300. Unused building funds shall be carried over for the length of this contract. Each teacher shall normally be limited to three (3) contract days of teacher-initiated professional leave per school year for non-supplemental leave reasons. Additional days may be approved by the building's Professional Leave Committee. By August 1st, the Treasurer will notify PEA president of fund balances for each building

- C. With the approval of the principal and/or athletic director, three (3) days of professional leave may be taken per year without the loss of pay to attend a clinic(s), workshop(s), seminar(s), or an event of state level competition. This leave shall be considered supplemental leave. This restriction does not include professional days off for district, regional, or state competition in which the team, individual team members, or the organization is competing.
- D. There shall be a professional leave committee established in each building made up of the building principal and members selected by PEA. The director of curriculum and PEA president shall be ad hoc members of each committee. The committee shall review, approve and authorize professional leave funds based on their building and individual bargaining unit member's needs. The procedures for approval and reimbursement shall be consistent district wide and in accordance with the PEA professional guidelines (Appendix I). Changes in IRS allowance rates will be emailed to the PEA president.
- E. Items considered for reimbursement shall include receipt and verification for all expenditures. No expenditures shall exceed amounts approved by the committee. Failure to submit form 5.07b within twenty-one (21) calendar days following the end date of the leave shall result in forfeiture of all reimbursable expenses. The following items will be considered reimbursable:
 - 1. Lodging, where conferences require overnight accommodations.
 - 2. Registration and direct expense costs for the conference the teacher is attending.
 - 3. Mileage as per Article 16.01 of this Agreement.
 - 4. Reimbursement will not be granted for any alcoholic beverages.
- F. Professional leave is contingent upon a recommendation by the building professional leave committee and approval by the Board of Education.
- G. The building's professional leave fund will be credited up to fifty dollars (\$50) for each professional leave taken on a non-contractual day.

- H. In collaboration with the building administrator, Intervention Specialist's will be given 2 professional days for the purposes of writing Individualized Education Plans at their discretion.
- I. The District will make Public School Works available as of July 1st. Every bargaining unit member that completes their Public School Works requirements by the first student instruction day will be paid \$75 by the first pay in September. Any bargaining unit member who does not complete the Public School Works requirements by the first student instruction day will not receive compensation, but must complete the Public School Works by the end of the first quarter.

5.08 **SABBATICAL LEAVE**

The Board of Education may provide sabbatical leave in keeping with the provisions of the Ohio Revised Code 3319.131.

5.09 **SICK LEAVE**

- A. Each full-time certified employee shall receive one and one-quarter (1¼) days sick leave per month.
- B. Each part-time certified employee shall accumulate pro-rated sick leave as provided in the Ohio Revised Code.
- C. All new employees shall be advanced five (5) days of sick leave credit after the first day of work.
- D. Sick leave shall be accumulated to two hundred fifty (250) days. After two hundred fifty (250) days of sick leave have been accumulated, a bargaining unit member will accumulate one and one-quarter (1¼) days per month (fifteen (15) per year) to be used only in the year of accumulation. Sick leave will be deducted from those accumulated days the year before they are taken from the two hundred fifty (250) previously accumulated days. The unused days above two hundred fifty (250) are erased at the end of the school year, July 31 each year. This addition does not affect the severance pay article.
- E. New employees shall receive credit for sick leave accumulated up to two hundred fifty (250) days in any elementary or secondary school chartered by a State Department of Education or public agencies in Ohio. It will be the responsibility of the new employee to supply the Treasurer with the address of the former employer to secure a certified record of the accumulated sick leave from the former employer.
- F. Any employee of the Perkins Board of Education who is absent from school duty because of illness or other medical condition in his/her immediate family (spouse, father, mother, children, sisters, brothers, father-in-law, mother-in-law, brothers-

in-law, sisters-in-law, grandparents, grandchildren or any person who is a member of the immediate household) shall be entitled to full pay for such absences.

- G. For personal illness or immediate family illness, the employee may be required to furnish a statement of attending physician after an absence of more than five (5) days.

H. **MATERNITY LEAVE**

1. A bargaining unit member may use sick leave for illness and/or injury arising out of pregnancy, or illness and/or injury of the member, the member's spouse, or child as a result of the birth of a child. There is no limit on the number of sick days that may be used, as long as the bargaining unit member's doctor certifies that the bargaining unit member/spouse is ill or injured and unable to return to work, or that the child is ill or injured.
2. The use of sick leave days because of an illness or injury due to pregnancy or birth is not to be construed as a means that an otherwise healthy bargaining unit member may stay home with pay solely to be with a new born child.

I. **SICK LEAVE BANK**

1. If a bargaining unit member exhausts his/her sick leave accumulation because of a current or past long- term illness or injury of the employee or an immediate family member, as certified by a doctor, another bargaining unit member may donate up to five (5) days of his/her accumulated sick leave to the donee bargaining unit member requesting the donation of sick days, if the donating bargaining unit member has a minimum of 75 days.
2. No bargaining unit member may receive more than an aggregate of ninety (90) donated sick leave days in any one school year. Donation of sick days shall be initiated by the requesting bargaining unit member. It is the requestor's responsibility and/or liaison to seek out needed sick leave days. Donated sick days shall be added to the accumulated sick leave of the donee bargaining unit member requesting the donation and deducted from the donor bargaining unit member's accumulated sick leave.
3. To qualify for the use of this donated sick days provision, the bargaining unit member must submit a doctor's statement to the Treasurer certifying the current medical need.
4. Donated sick leave may not be used for severance pay, nor may it be used to pay the bargaining unit member who goes on disability retirement.

5. Any donated but unused sick leave days will not be returned to the bargaining unit member who donated the days but will remain with the requestor.

5.10 **FAMILY AND MEDICAL UNPAID LEAVE**

All accrued paid sick days, including any possible medical leave bank**, must be used up before taking unpaid leave pursuant to the Family and Medical Leave Act. An employee employed no less than half-time with at least twelve (12) months of service in the Perkins Local Schools shall be granted up to twelve (12) weeks, unpaid family medical leave (during each fiscal period) for:

- 1) the birth and the first-year care of a child;
- 2) the adoption or foster placement of a child;
- 3) the serious illness of a member of the employee's immediate family as defined in Section 5.09 of this Article; and
- 4) the employee's own serious health condition that keeps the employee from performing the essential functions of his or her job in accordance with the following specification:
 - A. The employee shall apply in writing to the Superintendent or his/her designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence, if leave request was foreseeable. The written application, requiring Superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and district operations. The Board may require the employee to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he or she requests a medical leave. Pursuant to the act the employer may at its expense require a second medical certification by a medical provider of its choice.
 - B. While on family medical leave, the employee will continue to receive the same group health coverage that he/she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each employee had before beginning his/her leave.
 - C. Serious health condition is defined as an illness, injury, impairment, or mental condition that involves: a) in-patient care in a hospital, hospice, or residential medical facility; or b) continuing treatment by a health care provider.
 - D. If a husband and wife eligible for leave are employed by the district, their combined amount of leave for birth, adoption, foster care placement, and parental illness is limited to twelve (12) weeks.
 - E. Once the leave is approved by the Superintendent and the Board, it may be altered or cancelled with the approval of the Superintendent, the Board, and the applicant.

- F. Upon returning from leave, the Board will restore the employee to the same or an equivalent position. If an employee on family leave decides not to return to work, then the Board will charge the employee for the amount of the insurance premiums that the Board paid for that employee's health care coverage during his/her leave, unless there is a continuation, recurrence or onset of a serious health condition, or other circumstances beyond the employee's control.
- G. The taking of intermittent leave, leave on a reduced leave schedule, and leave near the end of an academic term shall be governed by the Act.

5.11 **BEREAVEMENT CLAUSE**

All bargaining unit members shall be entitled to the use of the following bereavement leave:

- A. Death of an immediate family member as defined in 5.09(F). Bargaining unit members shall be entitled to three (3) days of bereavement leave with an additional four (4) days of personal leave, if necessary. Upon request, a bargaining unit member shall be entitled to sick leave in addition to the bereavement and personal days, if the immediate family member is a spouse, parent, or child. Requests for sick leave are subject to the approval of the Superintendent for immediate family other than spouse, parent, or child.
- B. For deaths of those outside the immediate family, bargaining unit members shall be entitled to one (1) day per year of personal leave. Subsequent days may be deducted from sick leave.
- C. Form should be completed within one (1) day of returning to work.

ARTICLE VI – CONTRACTS

6.01 The Board of Education shall provide each member of the instructional staff individually written contracts in keeping with the provisions of the Ohio Revised Code and Board of Education adopted policies.

- A. In consideration of the services rendered by the teacher, the Board of Education agrees to pay said teacher a base annual salary as prescribed by the salary schedule of the school district, whether existing or hereafter adopted, according to degree and years' experience. The initial compensation to be paid under a contract shall be according to the existing salary schedule and that amount shall appear on the contract with the step and column. All other bargaining members will receive a salary notice by July 1.
- B. In performing his/her professional duties, the teacher agrees to abide by and maintain the applicable laws and existing rules and regulations of the Board of Education. The teacher also agrees to abide by the negotiated agreement between the Board of Education and PEA.

- C. Teachers shall be recommended for 1, 1, 2, and 3 year contracts until they qualify for a continuing contract.
- D. Members of the bargaining unit who qualify shall be considered for a continuing contract as prescribed by current law. 3319.08(B) A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or is retired pursuant to former section 3307.37 of the Revised Code, or until it is terminated and shall be granted only to the following:
 - (1) Any teacher holding a professional, permanent, or life teacher's certificate;
 - (2) Any teacher holding a professional educator license who has completed the applicable one of the following:
 - (a) If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;
 - (b) 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 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, as specified in rules which the state board of education shall adopt.
- E. A bargaining unit member must notify the Superintendent in writing (via email or hand delivered letter) no later than December 15 of any year he/she may be eligible for a continuing contract. On request by March 15th, following the second evaluation by either the employee or the Superintendent, there will be a face to face meeting prior to the regularly scheduled April Board of Education meeting with the Superintendent and PEA Executive Council Member to discuss the bargaining unit member application for continuing contract. A member may withdraw his/her continuing contract application after the meeting. To be eligible for consideration for continuing contract, a teacher must have notified and/or filed a valid professional, permanent or life certificate or professional license with the Local Superintendent on or before on or before June 1st. Upon receipt of a professional or permanent certificate or professional license on the date specified above, the teacher's multi-year limited contract shall be considered as having an expiration date of the end of the school year in which the request was made. Such member shall be treated as having the same status as any other teacher eligible under this article and this negotiated agreement.

- F. If the superintendent recommends that a teacher eligible for continuing service status not be reemployed, the board may declare its intention not to reemploy the teacher by giving the teacher written notice on or before the June 1st of its intention not to reemploy the teacher. If the board does not give the teacher written notice on or before the June 1st of its intention not to reemploy the teacher, the teacher is deemed reemployed under an extended limited contract for a term not to exceed one year at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted employment under the extended limited contract for a term not to exceed one year unless such teacher notifies the board in writing to the contrary on or before the first day of June, and an extended limited contract for a term not to exceed one year shall be executed accordingly. Upon any subsequent reemployment of a teacher only a continuing contract may be entered into.

ARTICLE VII – TEACHER EMPLOYMENT

7.01 The Board agrees to offer only two (2) types of teaching contracts, full-time or half-time. The Board may hire half-time employees as full-time employees. All half-time employees will receive all benefits on a pro-rated basis if requested.

- A. All teachers will be placed on the proper step of the salary schedule according to their experience and education.
- B. Credit on the teacher’s salary schedule will be given for previous teaching experience in a duly accredited school upon initial employment. For purposes of this Article administrative experience within or outside the school district shall not count as “teaching experience”. Previous PEA bargaining unit members returning to the bargaining unit from an administrative assignment shall be placed on the salary schedule pursuant to his/her total years of PEA bargaining unit experience only.

If an administrator intends to return to a bargaining unit position he/she shall give written notice to the PEA president and the Superintendent on or before July 1st. The failure to give said written notice shall constitute a waiver of his/her right to a bargaining unit position. The Administrator will be placed in a position for which they are certified/licensed. If there is a vacancy, the Administrator shall be placed in the vacant position. If no vacancy exists, they shall be placed on a recall list in accordance with Article XII until a vacancy occurs which the Superintendent intends to fill.

- C. Regular substitute teachers who are appointed regular teachers will be given credit for one (1) year on the salary schedule for each one hundred twenty (120) days taught in one (1) school year as a regular substitute teacher in the Perkins School System.

- 7.02 Termination of a teacher’s contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code.
- 7.03 Every effort will be made to employ bargaining unit members who hold at least a Bachelor’s degree from an accredited college or university. Employment of bargaining unit members holding “temporary” certification will be avoided, if possible.
- 7.04 Consistent with federal and state law, the Board and PEA will not discriminate on the basis of race, color, national origin, sex, age, handicap, or religion.
- 7.05 The Board shall endeavor to provide educational facilities that conform to local and state health and safety codes.
- 7.06 All building personnel shall be advised of their respective general responsibilities and limitations. These shall be made known to all building personnel through a building handbook.
- 7.07 Those personal rights as guaranteed to every individual by the Constitution of the United States and as interpreted by the U.S. Supreme Court and Ohio Supreme Court shall be adhered to by the Board, the Administration, and the Perkins Education Association.
- 7.08 The Association and Board are committed to providing a consistent and continuous program for students under the IDEA (Individuals with Disabilities Education Act).
- 7.09 Upon receiving a new or renewed certificate or licensure, a copy must be forwarded to the Superintendent’s Office for placement in the employee’s personnel file.
- 7.10. **PHYSICAL EXAMINATION**

The Board of Education reserves the right to require any employee to have a physical examination at its discretion and at the Board’s expense.

ARTICLE VIII – ORIENTATION & MENTORING

- 8.01 New teachers will receive orientation by the Administration and PEA.
- A. Before employment, candidates for teaching positions in the Perkins Schools shall be given, when possible, the opportunity to visit the schools, meet with the staff members, observe children in classrooms and visit the community.
 - B. After employment, an orientation day will be held preceding the opening of school when they may be in the classrooms and meet the principal.
 - C. At the onset of the school year, new teachers will be assigned to a trained mentor.
 - D. New teachers will be encouraged to attend instructional conferences in their subject areas.

- E. Professional assistance will be provided by the principals, teachers, supervisors, and administrators to new teachers.
- F. Nothing herein shall be construed as limiting the authority of school officials to provide assistance without the teacher's request.

8.02 An experienced faculty member may be requested to assist and advise in orienting each new teacher during the first grading period. An effort will be made to appoint a faculty member of the same building, grade, and subject assignment to a new teacher.

8.03 **TEACHER MENTOR PROGRAM**

A. **PURPOSE**

The purpose of the Mentoring Program is to provide a program of positive formal support including mentoring to foster professional growth of all new teachers to the district, and assessment of the performance of Entry-Year teachers who require a license. The Mentoring Program and assessment evaluation (Pathwise/Ohio First) does not replace the district employment evaluation.

B. **PROGRAM DEFINITIONS**

Entry-Year Program: The Entry-Year mentoring experience includes a formal program of mentoring support, increases retention of high quality educators, and enhances student achievement.

Associate Program: The Associate mentoring experience is for teachers who are new to the district, have previous teaching experience, and are licensed. The program includes mentoring support to promote successful transition to the district and establish a solid foundation of professional practice to enhance student learning.

C. **MENTORING QUALIFICATIONS**

Resident Educator Program Mentor

1. Mentor establishes high-level skill in planning lessons, establishing a learning environment, instructional strategies, communication skills, and professional reflection.
2. Mentor has at least five (5) years of successful teaching experience and at least three (3) years within the district, has demonstrated ability to support and coach an entry-year teacher, and may be a bargaining unit member or a retired teacher.
3. Mentor must be trained in the Ohio Resident Educator program to be used as a formal program of mentoring support.
4. Mentor will maintain confidentiality in all interactions, written or verbal, with the Resident Educator. No mentor may be compelled to release information regarding neither the Resident Educator's progress nor make recommendations regarding the Resident Educator's employment.

5. If the mentor is a bargaining unit member, the mentor will be granted a minimum of one day per grading period professional leave to meet with the Resident Educator. Additional time may be requested through the building principal as needed.

Associate Program Mentor

1. Mentor establishes high-level skill in planning lessons, establishing a learning environment, instructional strategies, communication skills, and professional reflection.
2. Mentor has at least five (5) years of successful teaching experience and at least three (3) years within the district and has demonstrated ability to support and coach an entry-year teacher.
3. Mentor will maintain confidentiality in all interactions, written or verbal, with the Resident Educator or associate teacher. No mentor may be compelled to release information regarding neither the Resident Educator's or Associate teacher's progress nor make recommendations regarding the Resident Educator's or Associate teacher's employment.

A. TRAINING

Training sessions in the Resident Educator program will be offered. Resident Educator Mentors are required to attend state mentor training (Instructional Mentoring - IM and Resident Educator - 1 - RE). Current state certified mentors may attend optional advanced mentor training. The district will reimburse mentors for the cost of training and mileage.

B. ASSIGNMENT OF MENTORS

Building administrators are responsible for assigning Resident Educator and Associate Mentor partnerships with Resident Educator and Associate teachers. A Resident Educator must be assigned a mentor who has been trained in the Resident Educator program. Preferably, mentors should be from the same subject area and/or grade level as the Resident Educator/Associate teacher. No mentor will work with more than one (1) Resident Educator/Associate teacher unless the mentor is a retired teacher working as a Resident Educator mentor.

C. REVIEW OF ASSIGNMENT

No later than nine (9) weeks after the initiation of the mentor program, the Resident Educator/Associate teacher may exercise the option to review the assignment with the Program Coordinator, Resident Educator/Associate mentor, and building principal. If a new mentor is assigned, he/she will receive a pro-rated share of the former mentor's supplemental salary.

D. DEFINITIONS

Ohio Resident Educator Program Mentor: A bargaining unit member or a retired teacher who will provide formative assistance with years 1, 2, 3 of the Resident Educator

program to prepare the Resident Educator for the Resident Educator Summative Assessment (RESA) and licensure, and who may work with a Resident Educator in year 4 if the RESA was not completed in year 3.

Associate Program Mentor: A bargaining unit member who will provide formative assistance to the Resident Educator who is new to the district and to the Associate teacher to foster a successful transition to the district.

Resident Educator: A teacher employed who holds a 4-year resident educator license and is working in his/her area of licensure in a school, district, educational service center or pre-school licensed by the Ohio Department of Education or Ohio Department of Job and Family Services.

Associate Teacher: A teacher employed who is new to the district working under a professional teaching license or educational personnel certificate who has previous experience in another district.

Ohio Resident Educator Program: The Ohio Resident Educator Program is a four-year induction system of support and mentoring for new teachers; successful completion of the residency program is required to qualify for a five-year professional educator license.

Resident Educator Summative Assessment (RESA): An online tool used to assess the skills developed within the Ohio Resident Educator Program as measured by proficiency on the Ohio Standards for the Teaching profession.

Resident Educator Program Coordinator: A bargaining unit member with a minimum of five (5) years teaching experience who will manage the Ohio Resident Educator Program for the district and offer assistance to Resident Educators in year 4 of the program who completed the RESA in year 3.

E. JOB DESCRIPTIONS

Resident Educator Program Mentor

The mentor shall take an active role by providing on-going assistance, support, and opportunities for the Resident Educator and will:

- Lead and facilitate professional development with the Resident Educator using state-designed formative assessment tools, protocols, and processes, and document the Resident Educator's on-going progress
- In year 1, work 1:1 with the assigned Resident Educator and follow the Year 1 Timeline of Best Practices
- In year 2, work with the assigned Resident Educator in a 1:1, cohort, co-teaching, or combination relationship and follow the Year 2 Timeline of Best Practices
- In years 3 and 4, serve as a Resident Educator Summative Assessment (RESA) facilitator, or work with the assigned Resident Educator in a 1:1, cohort, co-teaching, or combination relationship and follow the Year 3 Timeline of Best Practices

- Meet regularly with the Resident Educator
- Communicate and work with the Program Coordinator
- Complete all forms and return them to the Program Coordinator by the dates indicated in the district mentor handbook
- Serve as a positive role-model, exemplifying professionalism and commitment to professional development

Associate Program Mentor

The mentor shall take an active role by providing on-going assistance, support, and opportunities for the Resident Educator or Associate teacher and will:

- Meet with the Resident Educator or Associate teacher prior to the opening of school
- Assist in creating a positive classroom learning environment
- Provide information relative to district initiatives, technology, state testing, etc.
- Assist in implementing the curriculum
- Provide instructional and emotional support; help resolve concerns
- Assist with classroom discipline/management tasks
- Ensure confidentiality
- Meet as needed with Resident Educator or Associate teacher
- Promote the socialization of the Resident Educator/Associate teacher into the school setting
- Serve as a positive role-model, exemplifying professionalism and commitment to professional development
- Provide professional development support to Resident Educator/Associate teacher in preparing their Individual Professional Development Plan (IPDP)
- Communicate and work with the Program Coordinator
- Complete all forms and give them to the Program Coordinator by the dates indicated in the district mentor handbook

Program Coordinator

In conjunction with the district, the Program Coordinator shall oversee and monitor the Resident Educator/Associate Programs and will:

- Demonstrate commitment to professional growth
- Distribute, facilitate, and maintain mentor handbook
- Support Resident Educators and Associates on-going progress
- Support ongoing professional development to Resident Educators, Associates, and mentors
- Identify/assign Coordinator-Resident Educator role in the Ohio Educational Directory System (OEDS)
- Identify implementation team
- Complete Ohio Resident Educator Program Standards Planning Tool in CORE.
- Work with principals to select and assign mentors
- Ensure new mentors complete state training (Instructional Mentoring and Resident Educator-1)

- Provide orientation to Resident Educator/Associate Program for Resident Educators, mentors, and building leaders
- Determine Resident Educator eligibility, register Resident Educators, and identify mentors in CORE by November 15
- Complete end-of -year program requirements in CORE by June 30, including completion of RESA (if applicable)
- Support Resident Educators and mentor in completing Year 1, 2, and 3 Formative Progress Review as applicable
- Offer assistance to Resident Educators in Year 4 of the program who completed the RESA in Year 3
- Collect, compile, and utilize Resident Educator/Associate Needs Assessment Survey for program planning and adjustments
- Assist in the evaluation of the mentoring program, not the individual mentors
- Participate in state and regional networking activities
- Serve as a liaison between administrators and the teacher organization
- Provide a smooth transition for Program Coordinator replacement (documentation and resources)
- Serve as a mentor only if necessary
- Receive release time as needed to complete mentoring duties

F. COMPENSATION per mentee

Resident Educator Mentor (Years 1, 2, 3, and 4 - if RESA was not completed in year 3):	\$2000
Associate Mentor:	\$1000
Program Coordinator:	\$2500

ARTICLE IX – PERSONNEL FILES

- 9.01 A. The Board of Education agrees to maintain only one (1) personnel file to be housed in the Superintendent’s Office. Building principals may maintain copies of materials placed in personnel file.
- B. Any information being added to said employee’s personnel file will require the notification of said employee. The Superintendent or his/her designee may place information in said file. Notwithstanding the foregoing, no notice is required for placement of the following items in the personnel file: payroll information, contracts, salary notices, and annual evaluations.
- C. If the employee disputes the accuracy, relevance, timeliness, or completeness of information on him or her maintained in said file, he or she may request that the Board investigate the current status of the information within a reasonable time of receiving the request. The Board or its designee must make a reasonable investigation to determine if the disputed information applies with the provisions of law. Disputes under this provision shall solely be subject to the grievance procedure.

- D. Any member of the bargaining unit may place pertinent documentation in his/her file by requesting the Superintendent to do so as stipulated in 9.01B.
 - E. A member of the bargaining unit may respond in writing to material placed in the member's personnel file. The response shall be attached to the identifiable material.
 - F. Anonymous letters or materials shall not be placed in a teacher's file or become a matter of record.
 - G. The Board of Education agrees to notify all professional employees of any records being kept on said employee. This notification will cover the personnel file, those kept by immediate supervisor, principal, Superintendent, or Board of Education.
 - H. A member of the bargaining unit may review the contents of his/her file upon request. A PEA representative may, at the member's option, accompany the member in such review.
 - I. No data may be physically removed from a teacher's file. Any material subject to inspection may be copied at the teacher's expense.
- 9.02
- A. A member of the bargaining unit may have counsel of their choice at any meeting/hearing that might become a matter of record.
 - B. All meetings/hearings that might become a matter of record will be scheduled at a mutually agreed time during the normal working day. A meeting/hearing may only be continued twice.
 - C. The Administration will notify a member of the bargaining unit in advance of their right to counsel before any hearing/meeting which the Administration intends to become a matter of record.

ARTICLE X – VACANCIES

10.01 ADMINISTRATIVE TRANSFERS

- A. The Principal and/or Superintendent shall identify the reason for recommending the teacher's transfer in writing and discuss the reasons with the staff member involved. A copy of the written transfer will be given to the PEA president. Management initiated transfers shall not be arbitrary or capricious.
- B. Elementary teachers (K-8) who have been involuntarily transferred between buildings and/or grade levels in accordance with this provision shall not be subject to another management-initiated transfer for two (2) consecutive school years.

10.02 **POSTINGS**

- A. All bargaining unit positions which occur shall be posted for a period of seven (7) calendar days.
- B. All curricular and supplemental positions which occur shall be posted separately.
- C. Vacancies will be posted on the school website by 11:00 AM which will constitute the first day of posting. Postings will also be sent to PEA members through school district email.
- D. All postings will be sent to the PEA President.

10.03 **EMPLOYMENT PROCEDURES**

- A. Candidates for a vacant position shall be interviewed by a committee comprised of the Administration and PEA representation:
 - 1. Building interview committee shall be comprised of between five to seven (5-7) members. The building administrator shall chair the committee. Members shall include building administrator(s), two (2) department/grade level representatives, and representative(s) from different departments and/or grade levels. Department head(s) and counselors may be included at the request of the building administrator. Central Office Personnel may be included in the committee as ad hoc member(s).
 - 2. A rubric consisting of five (5) domains reflective of best educational practices shall be used during the interview process as a part of the assessment of each candidate. Previous teaching experience at Perkins shall be factored in the final score.
 - 3. There shall be a new committee formed for each posted vacancy. If more than one (1) vacancy should occur at the same time for a particular grade level or department, the same committee may serve to fill both positions.
 - 4. Should posted vacancies occur that should involve two (2) or more buildings, a committee may be formed with committee representation from both buildings. The administration from those buildings shall collaboratively determine the committee make-up.
 - 5. There shall be an interview file kept in the Board office to which PEA will have access.
- B. Vacancies will be filled on the basis of certification/licensure and qualifications. When qualifications are equal, the position shall be awarded to the candidate with the most seniority.

- C. If there is a question of qualifications, the issue shall be submitted to expedited arbitration.
- D. Posted vacancies created by elementary (K-8) enrollment shifts will be filled by currently employed elementary (K-8) staff on the basis of certification/licensure, qualifications and seniority.

10.04 **ASSIGNMENT**

On July 15, each teacher will receive a written salary notice and his/her tentative building and/or grade level assignment.

ARTICLE XI – NON-RENEWAL

- 11.01 A. Reasons based on cause for non-renewal of a teacher’s contract shall be clearly stated and given to the teacher by the Principal or Superintendent in writing as to why said Principal or Superintendent intends to recommend the teacher’s contract not be renewed.
- B. The Superintendent or his/her designee shall discuss the reason(s) for a recommendation for non-renewal with the teacher prior to official action of the Board of Education not to renew a limited contract. At the meeting where such discussions are held, the teacher shall have the right to have the Association representative of his/her choice present. The Superintendent shall have the right to have a representative of his/her choice present.
- C. If, after the conference the Superintendent recommends non-renewal, the teacher shall have the right to request a hearing before the Board of Education.
- D. The hearing shall be arranged upon the written request of the teacher within five (5) work days of such request and shall take place within ten (10) work days after the Board of Education receives such request. The teacher involved in such a hearing before the Board of Education shall have the right to have the Association representative and O.E.A. representative at said hearing if he/she so desires. The Board may be represented by an attorney at said hearing.
- E. The hearing shall be private unless mutually agreed to by the parties.
- F. Within five (5) work days after the hearing with the Board of Education, the teacher will be apprised of his/her status.
- G. Failure to observe the provisions of this agreement shall deem such teacher to be re-employed for the succeeding year.
- H. All other limited contracts entered into by the Board of Education and governed by the Collective Bargaining Agreement shall continue to be acted upon by the

Board of Education for the purposes of non-renewal and the affected employee notified no later than April 30th of any given year.

- I. The provisions of O.R.C. 3319.11 and 3319.111 shall not apply to a non-renewal of a limited contract pursuant to O.R.C. 4117.10(A).

ARTICLE XII – REDUCTION IN FORCE

- 12.01 The Board shall accomplish any necessary reductions in teaching staff through attrition (i.e. retirement, voluntary resignation, etc.) before any suspension of contracts. Reduction in force for the reason of finances, decreased enrollment, return to teachers from leaves of absence, suspension of schools or territorial change in the district affecting teachers holding continuing contracts or teachers holding limited teacher contracts at the time of the reduction in force, shall be made within affected teaching areas giving preference to the teachers on continuing contracts within teaching field affected and teachers with greater seniority with comparable evaluations. For purposes of this article, “comparable” is defined as Accomplished, Skilled and Developing. For purposes of reduction in force, a continuing contract becomes effective the first day of the school year immediately following the school year in which the continuing contract is approved by the Board of Education.

Teachers whose contracts are suspended shall be placed on a recall list for a period of at least two (2) full school years and shall have the right to restoration to service status in the order of district wide seniority when teacher positions become available and before the jobs are posted for any other applicants for which they are qualified. Teachers with continuing contracts shall be given preference over limited contract teachers on the recall list.

- 12.02 If the Board of Education is contemplating the layoff of any teachers, it will so notify the Association at least thirty (30) days before the proposed effective date of layoff. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. The Association shall contact the Superintendent to schedule a meeting to discuss the proposed reduction. The Administration will make available to the Association, at Board of Education’s expense, all relevant data. Any teacher who is to be laid off will be so notified in writing at least fifteen (15) days before the effective date of the layoff. Such notice will include the proposed time schedule and the reasons for the proposed action.
- 12.03 For purposes of this Article, seniority will be computed from a teacher’s most recent date of continuous hire and will begin to accrue as of his/her first day of actual service in a negotiating unit position. Seniority will continue to accrue during all paid leaves of absence. Seniority shall be determined by the length of continuous service in a PEA position in the Perkins Local School District. Seniority shall be as follows:

- A. **SENIORITY DEFINED**

Seniority shall mean the length of continuous employment in a PEA-position as follows:

1. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
2. Seniority shall accrue from all time an employee is on active pay status or is receiving workers' compensation benefits.
3. Time spent on inactive pay status (unpaid leave and/or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
4. Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this Agreement.
5. No employee shall accrue more than one (1) year of seniority in any work year.

B. EQUAL SENIORITY

1. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.
2. Ties in seniority shall be broken by the following method to determine the most senior employee:
 - a. The employee with the first day worked; then
 - b. The employee with the earliest day of employment (date of hire); then
 - c. The employee whose signed contract has the earliest date as received by the Treasurer's Office; then
 - d. The employee who has the most years of service credit in STRS; then
 - e. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of the designated representative assigned by the Association.
 - f. Seniority previously established by the draw (2004) will not be affected by this language.

C. SUPERSENIORITY

For layoff purposes only, employees employed under continuing contract shall have greater seniority than employees employed under limited contract.

D. LOSS OF SENIORITY

Seniority shall be lost when an employee retires or resigns; is employed in a full-time non-bargaining unit position; is non-renewed, terminated or on an unpaid leave of absence; or otherwise leave the employment of the Board.

E. POSTING OF SENIORITY LIST

1. The seniority list shall be posted twice annually by the PEA, November 1 and June 1 of each work year. No later than October 15 and May 7 of each year, the Superintendent shall provide the Association President or his/her designee all information on each member of the bargaining unit relevant to his/her certification, first day worked, and unpaid leaves of absence or layoff. The PEA shall prepare and post on the designated bulletin board in each building/work site a seniority list indicating, by area of certification, license, or entry-level requirement, the first day worked, the date of Board resolution to hire, and the contract status (limited or continuing) of each employee. Said list shall be provided by the Association President on or before the date of posting.
 - a. The names of employees on the seniority list shall appear in seniority rank order within areas of certification, license, or entry-level requirements, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.
 - b. The names of employees who are certified, licensed or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry-level requirement.
 - c. The names of part-time employees shall appear on the seniority list but shall be listed separately from the name of the full-time employees.
2. The seniority list developed by the PEA shall be consistent and accurate with the Board of Education's personnel records as to certification, length of service and experience.

F. CORRECTION OF INACCURACIES

Each employee and Administration shall have a period of thirty (30) work days after posting of the seniority list in which to advise the PEA or its agents in writing of any inaccuracies which affect seniority. The PEA or its agents shall

investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) work days of the posting of the seniority list and the list shall be considered as final until the next posting.

- 12.05 A. Teachers will be recalled in reverse order of layoff. If properly certified, the teacher with the most seniority and comparable evaluations as defined in Article 12.03 shall be recalled first and then in descending order.
- B. Notice of recall will be given by certified and regular mail to the last address given by the teacher to the Superintendent's Office. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within ten (10) days, excluding Saturdays, Sundays, and Holidays, after posting of the above notice of recall, he/she will be deemed to have refused the position offered, resigned and have no further expectation of continued or future employment.
- C. A teacher who is laid-off will remain on the recall list for twenty-four (24) months after the effective date of his/her layoff unless he/she:
1. waives his/her recall rights in writing,
 2. resigns,
 3. fails to accept recall to the position he/she held immediately prior to layoff or to an equivalent position; fails to respond timely to a notice of recall or fails to report timely after notification,
 4. fails to report to work in a position that he/she has accepted within ten (10) days after receipt of the notice of recall unless such employee is sick or injured. If a teacher has secured temporary employment elsewhere, he/she will be allowed ten (10) work days additional time before being required to report to work.
- D. While on layoff, a teacher will have the option to remain an active participant in health and medical benefit programs through COBRA by contributing thereto the amount necessary to maintain such benefits.
- 12.06 All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave, will be restored to him/her upon return to active employment and he/she will be placed on the proper step of the salary schedule for his/her experience and education. A teacher will not receive increment credits for time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring tenure.
- 12.07 For any reduction in force the Board will pay its portion of the reduced-in-force employee's health insurance premium through August 31 in the year they were reduced in force.
- 12.08 Any teacher who was transferred to a different teaching assignment because of a Reduction In Force will be transferred into any posted teaching position for which they

are properly certified and have requested the transfer. A teacher forfeits their right to this type of transfer when they teach in a requested assignment or three (3) full school years have been completed since the initial teaching reassignment.

- A. If two (2) or more teachers, who meet the requirements, request transfer to the same teaching position, the teacher with the greater position on the recall list, as described in 12.04 A, will be granted the transfer.

ARTICLE XIII – TEACHER EVALUATION GUIDELINES

- 13.01 A. Perkins will make reasonable efforts within the cost-constraints of the school district to evaluation teachers in accordance with an evaluation system that conforms to evaluation system mandated by Ohio Revised Code Section 3319.111.
- B. The parties expressly agree that the procedures set forth in this Article XIII instead of the provisions of the Ohio Revised Code shall, to the fullest extent permitted by law, govern the evaluation of teachers in the Perkins Local School District. The parties intend this evaluation procedure to supersede the requirements of O.R.C. §§3319.11 and 3319.111.
- C. The evaluations of guidance counselors and speech therapists shall not be by provisions in this Article XIII. Instead a committee comprised equally of administration officials and PEA members shall, no later than October 1, 2014 develop an evaluation form to use in evaluation of such professionals.
- D. Each evaluation shall be conducted by one or more of the following: superintendent, assistant superintendent, principal, or directors of student services, except that directors of student services shall only be used to evaluate teachers within the knowledge area of the directors or in the event of a shortage of administrators available to complete evaluations of teachers. No audio/visual recordings shall be used in the evaluation process.
- E. Teachers will be given at least 24 hours notice prior to each observation in the evaluation process. Once given this notice, a teacher may request in writing a pre-observation conference.
- F. Teachers being evaluated shall be observed not less than twice for at least thirty minutes each time and, in addition, the evaluator should conduct two classroom walkthroughs (which shall not exceed ten minutes each time). Teachers on limited contracts or extended limited contracts may be observed three times. There shall be at least three (3) weeks between observations wherever practicable.
- G. **EVALUATION CYCLES:**
- A committee will be formed to recommend any changes in the percentage of the teacher's evaluation that is allocated to the student growth measure.
 - Bargaining unit members rated "Accomplished" may be fully evaluated once every three (3) years, so long as the teacher's student academic growth

measure for the most recent school year that data is available is average or higher. However, at least one observation and at least one conference with the teacher must be held each in off years.

- Bargaining unit members who are rated “Skilled” may be fully evaluated once every two years, so long as the teacher’s student academic growth measure for the most recent year that data is available is average or higher. However, at least one observation and at least one conference with the teacher must be held in off years.
- A bargaining unit member who was on leave from the district for fifty percent (50%) or more of the school year will not be evaluated during the school year the leave takes place.
- A bargaining unit member who has submitted a notice of retirement and that notice has been accepted by the Board not later than the first day of December will not be evaluated during the bargaining unit member’s final year.
- All other bargaining unit members will be evaluated every year.

- H. So long as required by law, one-half of each teacher’s evaluation shall be based on an objective measure of student growth. Student growth measures will be based on student learning objectives developed by the teacher, approved by a student learning objectives committee (comprised of equal numbers of teachers and administrators) (hereinafter, “SLOs”) whenever permitted, and by approved Vendor Assessments or value-added data when required by law. A student who has forty-five (45) or more absences for the school year will not be included in the determination of student academic growth. For purposes of this paragraph, the measures of student growth to be used for each grade level and subject matter are attached hereto and incorporated herein as Exhibit _____. SLO Committees will be formed in each building. Members participating in the SLO Committee will be provided release time and/or compensation through “blue slips” for their time committed to the SLO process.
- I. The other one-half of each teacher’s evaluation shall be based on the Ohio Standards for the Teaching Profession. The evaluator may consider data from information obtained from the professional growth or improvement plans, observations, walkthroughs, and conferences with the teacher being evaluated to determine the teacher performance rating.
- J. Observations generally should not occur during the day prior to or immediately after winter break, spring break, or summer break. Prior to being observed, a teacher may request an alternate time or date for the observation, which will be mutually agreed upon by the teacher and administrator.
- K. The evaluator shall provide a written report of the evaluation to the teacher that was evaluated within twenty (20) days of the final observation.
- L. For teachers rated “ineffective,” the school district may require the teacher to take or follow one or more professional development courses (via self-study, online, or live) or observations of other teachers rated accomplished. The school district shall fund the cost of these professional development measures.

- M. Unless mutually agreed differently, the Ohio Department of Education OTES forms will be used throughout the evaluation process. The evaluators agree to use eTPES (Option 3) to report only the summary sheet through eTPES.
- N. A teacher may file a written response/rebuttal to an evaluation within twenty (20) working days of receipt of the evaluation. This written response/rebuttal will be attached to the original evaluation in the employee's personnel file.
- O. Professional Growth

All teachers, with the exception of those holding permanent teaching certificates/licenses, must follow LPDC guidelines (See Appendix G). Professional Growth activities include, but are not limited to, the following options:

- College
- Professional Conference/Workshop/Institute/Academy, or
- Inservice Credit
- Peer Observation
- Publication of Original Work
- Teaching Portfolio
- National Board of Professional Teaching Standards Certification
- Mentoring
- Cooperating Teacher
- Teaching a College Course
- Teaching an Adult Vocational or Technical Course
- Professional Presentation
- Educational Project which applies educational skills and knowledge towards the development of a final project
- Curriculum Development or Curriculum Mapping
- Professional Committees
- Grant Writing
- Field Trips for Students
- Self-Directed Educational Development: Professional Reading, Research, Educational Travel
- Related Work Experience or Externship

Every teacher will maintain a professional growth record for each year.

Reimbursement as per negotiated contract.

Traveling teachers will be evaluated in the building of majority instruction, but may be evaluated in all buildings. If there is no majority building of instruction, the administrative team will designate an appropriate evaluator and notify the traveling teacher at the beginning of the school year.

13.02 **EVALUATION PROCEDURES FOR HEAD COACH SUPPLEMENTAL CONTRACT**

1. The contract employee will receive a Supplemental Contract Description on or before the first day of coaching, as defined by the OHSAA, for athletic positions.
2. The contract employee will be given the Supplemental Contract Evaluation form by the athletic administrator before the conclusion of the athletic season. (See Appendix C)
3. The contract employee will complete the self-evaluation (SE) column of the form, write comments, if desired; and circle the appropriate overall self-evaluation. This form must be returned to the athletic administrator within five (5) working days after completion of the awards program.
4. Upon return of the Supplemental Contract Evaluation form, the athletic administrator will complete the Administrator Evaluation (AE) column of the form, write comments, if desired; and circle the appropriate overall administration evaluation.
5. The contract employee and the athletic administrator will use the following symbols to complete the evaluation columns:
 - “S” if the item was Satisfactorily completed
 - “NI” if the item Needs Improvement to be satisfactory
 - “U” if the item was Unsatisfactorily completed or not completed
 - “NA” if the item does Not Apply to your assignment
6. A conference between the contract employee and the athletic administrator is to be held within fifteen (15) working days of the receipt of the Supplemental Contract Evaluation (self-evaluation form) from the contract employee. Differences in evaluations and methods of improvement, if necessary, will be discussed at this conference.
7. The contract employee will sign the evaluation form at this time to signify that the conference was held and the evaluation was discussed and methods of improvement, if necessary, were suggested by the administrator.

ARTICLE XIV – SALARY & INSURANCE

- 14.01 Salary schedules for 2018-19, 2019-20, and 2021-22 school years are attached at Appendix D-1 (these schedules reflect a three percent (3%) raise for the 2018-2019 school year, a three percent (3%) raise for the 2019-2020 school year, and a two and one-half percent (2.5%) raise for the 2020-2021 school year.

Base Salary Effective 7/1/2018	BA 0	\$37,379.75 (185 days)	Appendix D-1
Base Salary Effective 7/1/2019	BA 0	\$38,501.14 (185 days)	Appendix D-2
Base Salary Effective 7/1/2020	BA 0	\$39,463.67 (185 Days)	Appendix D-3

Commencing with the 2018-2019 school year, newly hired employees and current employees with four years or less than four years of experience shall be placed on the Salary Schedule at Step 4 and shall remain on that step until they have sufficient years of teaching experience to rise to Salary Schedule Step 5 at which point they shall be placed on Step 5 of the applicable year's Salary Schedule.

A \$50,000 wage reopener bonus shall be divided equally among all teachers of the district employed in the 2017-2018 school year and paid prior to the 1st day of October 2018.

14.02 Board currently shelters the employee's total share of the employee's contribution to STRS from gross salary for purpose of Federal Income Taxes.

14.03 For school year 2018-2019, the Board shall pay eighty-seven percent (87%) and the employee shall pay thirteen percent (13%) of the cost of the monthly premium for the family and single major medical insurance and prescription drug insurance plans set forth in Section 14.04 below. For school year 2019-2020, the Board shall pay eighty-six percent (86%) and the employee shall pay fourteen percent (14%) of the cost of the monthly premium for the family and single major medical insurance and prescription drug insurance plans set forth in Section 14.04 below. For school year 2020-2021, the Board shall pay eighty-five percent (85%) and the employee shall pay fifteen percent (15%) of the cost of the monthly premium for the family and single major medical insurance and prescription drug insurance plans set forth in Section 14.04 below. The Board and Association mutually agree to the following:

1. The employee shall have a \$750 single/\$1500 family member medical deductible In Network and Out of Network. Any penalties incurred for non-compliance of HUR and SOS will be the responsibility of the bargaining unit member.
2. Any pre-existing condition waiting period will not be applicable for conditions related to pregnancy, newborns, or for an adopted child under the age of eighteen (18) or a child placed for adoption under the age of eighteen (18).
3. Participants who have been declined coverage may later enroll into the plan of the Board like a new employee, if any of the following criteria apply: (A) There has been a marriage or divorce; (B) There has been a birth, adoption, or placement for adoption of a child; (C) There has been the death of a spouse or a child; (D) There has been a change in the spouse's employment status; (E) There has been a change in the employee's employment status; (F) There has been a change in the dependent's eligibility; (G) There has been an unpaid leave of absence taken by the employee or the spouse; and (H) There has been a loss of other health insurance.
4. The PEA and Board pledge to maintain the plan in a non-discriminatory manner and consistent with Federal Law.

5. COBRA coverage shall be extended to twenty-nine (29) months for those participants who become disabled within the first sixty (60) days of coverage. A newborn, an adopted child, or a child placed for adoption may be enrolled. COBRA benefits may be terminated for a participant who becomes covered by a group health plan, even if the other plan contained a pre-existing clause, if the clause does not apply to the participant because of HIPAA regulations.
6. The Board's plan will accept certificates of coverage from new employees and apply the creditable coverage to the pre-existing condition clause. The pre-existing condition waiting period will be reduced by the number of days of credible coverage provided by the employee for new participants who were fully covered under another plan within sixty-three (63) days before enrollment in this plan.
7. The Board's plan hereby incorporates the terms and conditions of the newborns' and mothers' health protection act and court issued child support orders. The plan will cover children who have been placed for adoption with a covered person.

14.04 The Board shall provide the IDEAL Wellness Plan major medical insurance program as set forth in Appendix I and may be offered by the Huron-Erie School Employee Insurance Association ("HESE"), the IDEAL Wellness Plan prescription drug insurance offered by HESE, and according to the cost-sharing and deductibles described in Section 14.03 above.

14.05 If HESE issues a premium holiday:

1. PEA president will be notified in writing of occurrence of premium holidays.
2. PEA members shall NOT be subject to paying the negotiated portion of the insurance premiums during the month of premium holiday, but PEA members declining insurance coverage will not receive the cost of their waiver payment during the month of premium holiday.

14.06 **SPOUSAL EXCLUSION**

If an employee's spouse is eligible to participate, as a current employee, in a business or organization (e.g., partner, member), or retiree in group health insurance sponsored by his/her employer, business, organization, or any retirement plan, the spouse must enroll for coverage in such employer, business organization, or retirement plan sponsored group insurance coverage(s) no later than January 1st of the current school year.

This requirement does not apply to any spouse who:

- Works less than twenty (20) hours per week and is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's, business's, organization's, or retirement plan's group health insurance coverage.

- Is employed by another HESE district, provided the spouse does not receive any available payment (or any other form of remuneration) from that HESE district for waiving health insurance coverage.

Upon the spouse's enrollment in any such employer, business, organization, or retirement plan sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the district will become the secondary payor of benefits according to the primary plan's Coordination of Benefits and participation rules.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the district.

It is the member's responsibility to advise the district's treasurer not later than thirty (30) days after the member has been notified of any change in eligibility—that causes the member's spouse to become eligible to participate in group health insurance sponsored by his/her employer, business, organization, or retirement plan after January 1st of the current school year. Upon becoming eligible, the employee's spouse must enroll in any group health insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempted from this requirement in accordance with the exemptions stated in this Section.

Every employee whose spouse participates in the district's group health insurance coverage shall complete and submit to the district's treasurer, upon a provided, justified request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage sponsored by the spouse's employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification by the required date, the district's treasurer will notify the member, by certified mail or obtain from the member a signed receipt of personal notification, and that such employee's spouse will be removed at least thirty (30) after the treasurer has notified the member and has not received the certification from all group health insurance and/or prescription drug insurance coverages sponsored by the district. Additional documentation may be required if the member is provided valid justification for that documentation.

14.07 **DENTAL BENEFITS**

Deductible	\$25 – Individual \$50 – Family
Lifetime Maximum for Orthodontic Services Per Person	\$1,500
Benefit Per Calendar Year Per Person for Preventive, Basic Restorative Services	\$1,000
Carrier Pays for Basic Restorative Services	80% of U.C.R.
Carrier pays for Major Restorative and Orthodontic Services	60% of U.C.R.

14.08 **SECTION 125 FLEXIBLE BENEFIT PLAN**

Bargaining unit members have the option of setting aside monies through payroll deductions to be used for medical expenses (dental, eye, major medical, prescription, etc.) and/or childcare currently through American Fidelity Assurance Company. Members will meet individually with a representative of American Fidelity to set up an individual plan that meets their needs.

The Flexible Benefit Plan year will run from July 1 to June 30.

Members may elect an amount they wish to have set aside for the Benefit Plan Year. This amount will be deducted equally from the first two (2) pays of each month through June 30th from the member's checks on a pre-taxed basis. Monies not used by the member will not be reimbursed to the member. Monies not used will be reimbursed to the Board's general fund according to IRS Regulations.

14.09 **HEALTH FAIR**

The Board has committed to a health fair. Details will be established by the health committee, which will consist of three (3) Board of Education representatives, three (3) PEA representatives, and three (3) OAPSE representatives.

14.10 A bargaining unit member, who voluntarily elects not to receive some or all of the medical benefits (health insurance, dental, or prescription drug) shall be entitled to a payment equal to \$1,200.00 each year. Members must notify the Treasurer in writing by September 1st to receive compensation. Reimbursement will be made in monthly increments in the employee's check. A member may reinstate their insurance and not receive the remaining compensation in the case that the spouse, whose insurance was originally taken, was revoked for some reason (i.e. loss of job, etc.).

A. For any member whose spouse works for the district, the Board, beginning on January 1, 2014, will provided coverage at one hundred percent (100%) of the insurance premiums cost. Neither employee would be eligible for a waiver of insurance premium from the district.

B. If a member's spouse works for another school district participating in the HESE insurance plans, the Board, beginning on January 1, 2014, will provide one hundred percent (100%) of the insurance premiums cost. Neither employee would be eligible for a waiver of insurance premium from the Perkins district.

ARTICLE XV – SUPPLEMENTAL

15.01 Extended Time positions are as follows:

High School Guidance Counselors	fifteen (*15) days* ¹
Middle School Guidance Counselors	six (6) days* ¹
Director Instrumental Music	fifteen (15) days ¹
Asst. Dir. Instrumental Music	fifteen (15) days ¹
Librarian	ten (10) days (5 days before; 5 days after)

*Additional days may be approved by the Superintendent.

¹Days before and after are mutually agreed upon by building principal and employee.

15.02 Extended contract time shall be paid at the employee’s per diem rate for persons currently holding these positions. Current Guidance Counselors and Instrumental Music Teachers will be paid at their per diem rate if they are hired to fill these positions. Any other employee hired for these positions after June 30, 2008 will be paid at the BA+15 0 step hourly rate.

15.03 A building level leadership team (BLT) will exist in each school:

1. The Board will allocate \$10,000 per building for stipends to be shared equally among the members of the BLT at each building.
2. Each building BLT will determine the number of members for their building.
3. Existing BLT members are permitted to stay on their current BLT.
4. Upon departure of any current BLT member, the BLT position will be posted and the building BLT will recommend a replacement to the Superintendent.

Any mid-year change in BLT membership will result in stipend for new member being prorated.

15.04 Staff may choose to participate in regular staff professional development, in-services opportunities and meetings, as directed by the Administration, except as in Article 24.11 for monthly staff meetings. Staff development and in-service sessions lasting two (2) hours or less can occur subsequent to the student day. For those staff development, in-service opportunities, and meetings longer than two (2) hours, the District will secure the service of a substitute so that the teacher may attend such opportunities during the student workday. Staff will be compensated at the BA+15 0 step of the negotiated salary schedule for such hours of staff development, in-service opportunities, and meetings occurring outside of the normal workday for every hour of staff development performed by a staff member except as in Article 24.11 for monthly staff meetings.

15.05 The hourly rate for the following shall be calculated from the BA+15 0 step*, of the negotiated salary schedule.

Home Instruction

High School Students Extended Day Program

Middle School Students Extended Day Program

Intervention

Progress Book

GradeQuick

Standards Builder

IEP Conferences outside of the regular school day

Other district approved initiatives and staff development programs

15.06 The Supplemental Salary Schedule will be based on the negotiated BA-0 base salary plus five percent (5%). It is agreed that all bargaining unit members will sign all supplemental contracts and return signed contracts to the office of the Superintendent prior to receiving compensation. (See Appendix E)

15.07 All supplementals shall expire at the end of the current school year. Any bargaining unit member who will not be re-hired shall receive written notification thirty (30) days prior to April (June spring supplements) Board meeting. A copy shall be sent to the PEA President. The member shall have the right to request an informal hearing within fifteen (15) days of said notice. The hearing shall be done before the Superintendent or his/her designate, Athletic Director and/or Principal. The bargaining unit member shall have the right to bring an Association representative of their choice.

15.08 Pay for athletics covered by the OHSAA will be made starting at the beginning of the season and end at the end of the season as defined by the OHSAA.

Pay for non-OHSAA activities will begin as soon as the activity advisor notifies the Treasurer's office that duties have begun for the activity and will end at the conclusion of the student school year.

ARTICLE XVI – TRANSPORTATION REIMBURSEMENT FOR TRAVELING TEACHERS

16.01 Teachers who have regular assignments in more than one (1) building or by nature of their assignment require travel during their regular day shall be reimbursed at the IRS rate in effect on July 1 of each year. Mileage will be measured daily from the first school to the final school. Teachers will submit travel vouchers monthly and will be paid in a separate check within two (2) weeks of submitting said voucher.

16.02 Teacher(s) who have multiple building assignments shall be assigned, by the Administration, to one (1) building for purposes of sick leave, professional leave, and/or personal leave.

- 16.03 Teachers will not travel to another building for non-teaching duties.
- 16.04 If a teacher(s) has to attend more than one (1) open house, said teacher(s) shall be compensated for each hour of additional open house at the substitute during planning period rate. (Refer to Article 21.01A)

ARTICLE XVII – PAY CHECKS

- 17.01 The Board shall provide the teacher with a twenty-four (24) equal pay plan for all contracts or, if the contract is not enacted before the school year, by the remaining pay periods for the school year. (This clause supersedes 15.08 for those employed under teacher contracts.)
- 17.02 Teachers shall have their pay electronically transferred to financial institutions of their choice.
- 17.03 Accurate notifications of electronically transferred funds shall be made to the teacher confidentially and securely on or before the date of the transfers and shall include a listing and explanation of all individual payment and deduction amounts for that pay. These notifications should also include the number of personal days used, the number of days of sick leave used, and the total days of sick leave accrued. Notifications to the teacher should be made in a manner so they are received on or before the date of the transfers even when school is not in session or the teacher is on a prearranged leave.
- 17.04 Teachers' funds will be posted to their accounts in their selected financial institutions on the 15th and final day of each month.
- A. If funds cannot be posted on the 15th and/or final day of a month, funds are to be posted into teachers' accounts on the closest date preceding these dates when transfers can be posted into accounts.
 - B. Funds shall be posted on the Wednesday before Thanksgiving if a scheduled transfer date occurs during Thanksgiving break.
 - C. The Treasurer shall provide all members an accurate list of all transfer dates for the school year with or before notification of the first transfer of the school year. The Treasurer shall notify members at least two (2) weeks before a transfer date is changed, the new date the transfers will be made, and the reason for the change.
- 17.05 The Treasurer shall provide each member a listing of the pay amounts for each contract individually and for each deduction individually for each pay period with the first pay of the school year. The Treasurer will provide the teacher a new accurate listing if there are any changes in payments or deductions.

**ARTICLE XVIII – AUTHORIZED PAYROLL DEDUCTIONS OF PROFESSIONAL
DUES AND/OR FEES**

18.01 Deduction of yearly dues shall be authorized for payroll deduction to the Treasurer by the teacher for the following:

The length of deduction shall be unlimited.

- A. Perkins Education Association
- B. Ohio Education Association
- C. National Education Association
- D. Income Protection
- E. Departments of the Ohio Education Association as found on their yearly enrollment form
- F. Savings Bonds
- G. Annuities
- H. Credit Union
- I. FCPE
- J. United Way
- K. 125 Plan
- L. 529 Plan

18.02 Upon filing the proper forms with the Treasurer, Association dues, fees and assessments shall be deducted annually unless and until the Treasurer is notified in writing by the Association prior to September 15 of any year that the teacher revokes his/her authorization.

ARTICLE XIX – LIABILITY PROTECTION

19.01 The Perkins Education Association and the Perkins Board of Education in an effort to deal with liabilities placed on the Board of Education by Amended Substitute House Bill 176 (Sovereign Immunity) agree to the following stipulations:

- A. The Board of Education shall provide for the defense of a member of the bargaining unit in any civil action or proceeding in any state or federal court arising out of any alleged act or omission in connection with a governmental or proprietary function which occurs or is alleged to have occurred while the employee was acting in good faith and not manifestly outside the scope of his employment or duty. The duty to provide for an employee's defense required by this section shall not arise when the civil action or proceedings is brought by or on behalf of the Perkins Board of Education.
- B. The Perkins Board of Education shall indemnify and hold harmless all members of the bargaining unit in the amount of any judgment, other than punitive damages, obtained against any such employees in any state court, federal court, or as a result of a law of a foreign jurisdiction, provided that the act or omission connected with either a governmental or proprietary function from which such

judgment arose occurred while the employee was acting in good faith within the scope of his employment or duty. This duty to indemnify and hold harmless or pay prescribed by this subdivision shall not arise if the injury or damage resulted from the employee acting or failing to act with malice of purpose, in bad faith, or in a wanton and reckless manner, and/or if a statute specifically imposes liability.

- C. The Board of Education further agrees not to enter into any consent judgment or settlement of claim unless the member of the bargaining unit has given express written consent to the same. Nothing herein shall be construed as limiting the Board's authority as a party defendant to settle, compromise, and dismiss claims filed against the Board of Education.
- D. The Board of Education further agrees that should there be any claim or liability or damages against any member of the bargaining unit pursuant to Amended Substitute House Bill 176 that said employee shall have the right to employ co-counsel, at the employee's cost, in any and all actions to defend his or her interests.
- E. The Board further agrees that any member of the bargaining unit shall have the right to be represented by an attorney of his or her choice and expense at any meeting between the Board Attorney, the Insurance Company Representatives, the Attorney representing the Insurance Company and/or the Board of Education, any deposition relevant to the claim of liability or damages, any meeting between the Board of Education and the person claiming any alleged act or omission in connection with any liability suit.
- F. The Board further agrees that none of the materials, excluding incident reports developed by the Administration, relevant to any claim or damages, or allegation or admission of wrongdoing will be placed in the employee's personnel file and further that no records of relevancy to any employee's alleged culpability in any liability claim may be made part of any employee personnel records or utilized in any way that will adversely impact on the employee's wages, hours, or terms and conditions of employment at the time the complaint is filed or at some future date after the complaint has been filed.
- G. The Board further agrees that there will be no media release regarding any liability suit which involves the alleged act or omission of a member of the bargaining unit and that any publicity or media release will require the express written concurrence of the member of the bargaining unit involved.
- H. The Board of Education agrees to provide any member of the bargaining unit with sufficient time to secure professional advice before he or she is required to file a written accident report or to give an oral account to the employer or anyone else of the incident that could result in a claim of liability.
- I. The Board further agrees that the employee shall have the right to representation of his/her choice at any meeting involving any such complaint or incident that could result in a claim or liability.

- J. The Board of Education should provide adequate release time for any employee who is required to attend any deposition, any pre-trial hearing, and any or all state and federal court hearings involving any and/or claims of liability. The Board of Education agrees that such release time will not result in the employee's loss of wages or deduction from any Board approved leave.
- K. The Perkins Education Association will encourage all members of the bargaining unit to cooperate with the Board of Education in any defense to all claims of liability.
- L. The Perkins Education Association agrees to allow the Perkins Board of Education to purchase liability coverage in the amount of at least \$1,000,000 per occurrence/\$5,000,000 aggregate from an approved insurance carrier. The Association and the Board further agree that if it becomes necessary for the Board to change carriers, the Board shall notify the Association and provide a copy of any and all new policies to the Association.

ARTICLE XX – TEACHING ENVIRONMENT

- 20.01 All buildings, grounds, materials, and equipment are to be safe, clean, and as attractive as possible, adequate in quantity and quality, and be in as good operative and/or functional condition.
- 20.02 The Perkins Board of Education and Perkins Education Association recognize the need for security for the protection of students, staff and property in Perkins Local Schools. Therefore, a committee will review security needs and develop, according to Board policy, a Crisis Management Plan.

ARTICLE XXI – SUBSTITUTING DURING PLANNING TIME

- 21.01 Every reasonable effort will be made to secure a regular substitute before a regular teacher is asked to serve as a substitute.
 - A. (Exclusive of those bargaining unit members on supervisory assignments, study hall, hall duty, etc.). In those cases where substitutes are not available, any member(s) of the bargaining unit who agree, may be used as substitutes to cover the class (in whole or part) of the absent teacher(s). He/She will be compensated at the teacher's hourly rate.
 - Daily rate: 1/184 times individual teacher's base salary
 - Hourly rate: daily rate divided by seven (7) hours
 - B. The salary of a teacher who agrees to teach a course during his/her planning period for a semester or more will be increased by the teacher's proportioned base rate.

ARTICLE XXII – ASSOCIATION RIGHTS AND RESPONSIBILITIES

22.01 The Board authorizes the Association the following sole and exclusive rights:

- A. To use the facilities of any building for meetings, without fee, upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized and scheduled activity (ex. student contact time) in said building. The Association shall be responsible for any additional custodian cost involved in the use of the building (i.e.: cleanup, overtime).
- B. To use Board of Education-owned equipment. Building Administrator shall be notified prior to the use of Board-owned equipment. Any expendable supplies such as duplication and typing paper, envelopes, duplicating masters and stencils, will be supplied by the Association.
- C. To use the email and/or internet in the schools' offices to distribute Association bulletins, newsletters, or other circulars.
- D. To use bulletin boards in teacher lounges or workrooms to disseminate information to members. Bulletin boards, email and/or internet service shall not be used for the distribution of campaign materials for individuals seeking public office.
- E. To use telephones in any building to carry out Association business. Any fees or toll call charges shall be reimbursed to the Board by the Association. These calls are not to be made at a time that interferes with duties assigned by the Board of Education and Administration.
- F. To allow representatives to call meetings of Association members within the building outside the school day.
- G. To allow the President of the Association or his/her designated official to visit schools. Upon his/her arrival he/she shall notify the Principal of his/her presence. Visits that are made to discuss special problems to teachers must be arranged mutually in advance with the Principal. The visits to the schools must not interfere with duties assigned by the Board of Education and Administration.

22.02 The Association will be provided with:

- A. Copies of all Board of Education agenda, minutes and financial reports upon specific request to the Superintendent by the President of the Association and at public's cost.
- B. Copies of the following forms: appropriations, budget, and training and experience grids. Such copies shall be given to the President of the Association upon specific request to the Superintendent and at the public's cost.

C. Upon request to the Superintendent, a place on the agenda of all regular Board of Education meetings to be used by the Association to communicate with the Board.

22.03 NEOEA day will be one (1) of the in-service days and all members of the bargaining unit may attend NEOEA Programs or attend a mutually agreed upon local program.

ARTICLE XXIII – CURRICULUM DEVELOPMENT PROCESS

23.01 The Board of Education and the Association agree that all teachers shall participate cooperatively in the development, implementation, evaluation, and improvement of curriculum. All teachers will be responsible for curriculum development.

23.02 On a yearly basis, timelines will be established cooperatively between Administration and staff on both a building and district level to achieve the Administration's goals.

23.03 Curriculum development may occur during the teacher work day. For curriculum development work done outside of the regular teacher day, members will be compensated at the BA+15 0 step hourly rate.

23.04 Those teachers requesting, or if no one requests, will be selected at their grade level or department for textbook selection and review. Any textbook selection work done outside of the school day will be compensated at the BA+15 0 step hourly rate.

ARTICLE XXIV – LENGTH OF SCHOOL YEAR AND DAY

24.01 Each teacher shall have a thirty (30) minute duty-free lunch period each day.

24.02 The length of the school day in the Perkins School District shall not exceed seven (7) and a half (1/2) hours inclusive of the thirty (30) minute lunch period.

24.03 Time may be reduced from the original adopted school calendar by the decision of the Superintendent or Board of Education when it is necessary to close the schools due to hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment necessary to the school's operation, damages to a school building, or other temporary circumstances due to utility failure rendering a school building unfit for school use, except that, in no circumstances shall the total number of hours of attendance for students in half day kindergarten be less than 455 hours and full day kindergarten be less than 910 hours, the total number of hours of attendance for students in grades one through six be less than 910 hours, and the total number of hours of attendance for students in grades seven through twelve be less than 1001 hours.

24.04 Subject to the limitations in 24.03, the Board of Education agrees that up to five (5) calamity days per year will be excused without make up for both students and staff. If more than five (5) calamity days are declared by the Superintendent or Board during any

single school year, all students and staff will make up those days beyond five (5). The first three make up calamity days will be made up through the use of “blizzard bags” as defined in Ohio Revised Code Section 3313.482(B). Any calamity days needed to be made up after use of three days of “blizzard bags” will be made up at the end of the school year.

- 24.05 Pursuant to Ohio Revised Code Sections 3313.482(C) and 3317.01(B) to reduce the risk that additional hours will have to be added to the end of the school year to make up for hours lost for the reasons set forth in this paragraph, each classroom teacher shall, before November 1 of each year, develop a sufficient number of lessons for each course taught to cover the equivalent of three days of classroom hours and the Board shall cause such lessons to be posted on the website or web portal accessible to students and shall cause such plans to be copied on paper and provided to students in the form of statutory "blizzard bags" pursuant to Ohio Revised Code Section 3313.482(B). These lessons shall be graded in the same manner as other lessons.
- 24.06 The District agrees to schedule two full days annually for professional development and on such days the District shall not have students in attendance. On each of these two full days, there would be allocated 50% for time for the teacher to have personal professional development and 50% for time for group sessions for professional development. The allocation of the time between morning and afternoon shall rotate from one such day to the next.
- 24.07 There shall be a Calendar Committee for the purpose of developing school calendars two (2) years in advance. The committee will be comprised of one (1) administrator, four (4) teacher representatives and four (4) non-academic employees. The committee will meet in January and prepare three (3) calendars to be voted on by the certified/licensed and non-academic staffs. The vote totals regarding the calendar selection will be submitted to the Board of Education for their review and consideration.
- 24.08 There will be a staff day the Wednesday before Thanksgiving and there will be a staff day the Friday before President’s Day weekend.
- 24.09 A teacher may leave the school building during his/her lunch period or conference period for personal business after notifying the building principal.
- 24.10 A teacher may be excused from a staff meeting because of a reasonable unavoidable commitment, with the approval of the building principal.
- 24.11 The length of the school day shall be seven (7) hours plus thirty (30) minutes for lunch. High school teacher(s) shall have a daily conference period during pupil contact time which will be the equivalent of one (1) regular (non-lab) class period. High school science teachers shall have two hundred twenty-five (225) minutes conference time per week during pupil contact time. Elementary and middle school teachers shall have two hundred (200) minutes conference time per week during pupil contact time. Elementary and middle school conference time will not exceed forty-five (45) minutes nor will any conference period be less than forty (40) minutes in length. The length of day may be extended forty (40) minutes per month for the purpose of building staff meetings. For

those teachers who work half-time, they will receive fifty percent (50%) of the conference time allotted to full-time employees.

24.12 ADDITIONAL WORK DAYS – 185th DAY

- A. The annual school calendar shall include one (1) closed day at the end of the first semester for the purpose of completing grades, student records and department or grade level meetings. Grades shall not be due until the end of this day. Teachers shall report and leave at their regularly scheduled times.

Note: unlike years prior to the 2018-2019 school year, the 185th day is now imbedded into the salary schedule.

- B. Days in addition to the regular school year, or days in addition to the regular school week, will be compensated at the individual teacher's salary per diem rate of pay calculated as follows: Member's annual salary/185 days=daily rate.

- C. All other duties will be covered under separate supplemental contracts.

24.13 Each teacher shall be allocated one additional collaboration/planning period of not less than forty minutes daily. The purpose of these collaboration/planning periods is for collaboration of staff teaching similar ages and subjects and, from time to time, collaboration between and among teachers and administration officials. This collaboration/planning period may be before or after student contact time, but remain within the seven hour and thirty minute contracted time for teachers. The district shall be permitted to utilize two of the five collaboration periods, and the building level team shall be permitted to utilize the other three of the five collaboration periods.

ARTICLE XXV – MANAGEMENT RIGHTS

25.01 The Board hereby retains and reserves unto itself, without limitations, all the 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, except as expressly limited by the terms of this contract. All management rights not specifically abridged by this Agreement are retained by the Board.

ARTICLE XXVI – ACADEMIC FREEDOM

26.01 Teachers shall be directed by and held responsible for the adopted course of study.

26.02 Each teacher has the final authority to grade students in his/her charge according to the system devised by the Administration which has been adopted by the Board. Change of a student's grade without the teacher's consent will occur only if it has been demonstrated the grade was not given in a professional and intellectual basis. Notice of any such

change will be given to the teacher (along with notice of the teacher's right to grievance), the student's parent, and the teacher's immediate supervisor.

- 26.03 Any prescribed method of teaching and lesson planning shall be cooperatively developed between the teacher and the immediate supervisor.
- 26.04 Academic freedom shall be guaranteed to teachers within the confines of the Constitution of the United States.

ARTICLE XXVII – TUITION REIMBURSEMENT

- 27.01 A. In the first ten years of teaching experience, each certified employee who has less than a Master's Degree shall be eligible to receive reimbursement for graduate level courses approved by the Ohio Department of Education of up to two thousand dollars (\$2,000) per fiscal year. Reimbursement qualifications will be based on the completion date of the course taken. (Fiscal year commencing July 1 and ending June 30) The District will not reimburse for Internet courses from non-accredited institutions, unless approved by the Superintendent. The \$2,000.00 limit shall not apply to teachers who are taking such coursework, if it has been pre-approved by the Administration as a necessary College Credit Plus course/certification, in which case such tuition would be paid in full by the district.
 - B. In the first ten years of teaching experience, each certified employee who has a Master's Degree shall be eligible to receive reimbursement for graduate level courses approved by the Ohio Department of Education of up to one thousand dollars (\$1,000) per fiscal year. Reimbursement qualifications will be based on the completion date of the course taken. (Fiscal year commencing July 1 and ending June 30).
 - C. Tuition reimbursement fund shall be included in the approved appropriations of the Board of Education. The annual tuition reimbursement fund shall be Thirty-Eight Thousand Dollars (\$38,000). This fund will be used for bargaining unit members only.
- 27.02 Parking fees, lab fees, books and other miscellaneous fees are not considered actual instruction costs and will not be reimbursed.
 - 27.03 Graduate level courses taken shall be in the teaching field of certification/licensure. If a request is made for courses other than in the field of certification/licensure of the employee, specific reasons and goals must be stipulated on the application for course approval. All applications must be approved by the Superintendent prior to the start of any course work in order to be eligible for reimbursement.
 - 27.04 A certificated/licensed employee must be employed in the Perkins Local School District the year following receiving credit for courses completed during the summer months to receive reimbursement.

- 27.05 In all cases, the employee must present proof of successfully completing the course taken and earning the proper credits to be eligible for reimbursement. Employees are responsible for documentation of the actual instruction costs incurred and verification of successful completion for each course taken and will be reimbursed after the Treasurer's Office has received the proper documentation, i.e., letter from instructor or successful completion.
- 27.06 All graduate level courses which are reimbursed to a Perkins employee by any other agency are not eligible for reimbursement for those same hours by the Perkins Board of Education.

ARTICLE XXVIII – SEVERANCE PAY

- 28.01 Retirement severance will be paid to each employee retiring into STRS from the Perkins School System at a per diem rate of the annual salary at the time of employment termination.
- 28.02 Severance pay shall be paid at thirty percent (30%) of the accumulative sick leave up to a maximum of fifty-five (55) days. The employee must apply and be eligible for retirement benefits with STRS within ninety (90) days. The employee must have five (5) years of employment with the Perkins Schools to be eligible.
- 28.03 If a staff member submits in writing their intention to retire into STRS by March 1, he/she will be eligible for an additional four (4) days of severance pay.
- 28.04 In the event a bargaining unit member dies while still in the employ of the Board, his/her beneficiary will receive any severance pay earned and/or accumulated up to the maximum of fifty-five (55) days by that member. If no beneficiary is named, the severance will be paid to the member's estate.
- 28.05 Severance pay shall not be subject to STRS withholdings either by the employee or the Board. Severance pay will be paid in one (1) or two (2) payments. Payment may be spread over a two-year period. At the time of retirement, the employee shall make arrangements with the Treasurer.

ARTICLE XXIX – CLASS SIZE AND LOAD

- 29.01 It is recognized by the Association and the Board of Education that pupil-teacher ratio is an important aspect of an effective educational program.
- 29.02 A. Teachers of self-contained classrooms for grades K-3 shall have a maximum of twenty-three (23) students per class, for grades 4-5 shall have a maximum of twenty-six (26), and for grades 6-12 max of twenty-eight (28), with no more than four (4) students being assigned to any one classroom above the stated maximums.

- B. If maximum levels are exceeded, the affected bargaining unit member will receive an amount equal to two hundred and fifty dollars (\$250) per student per semester, to a maximum of five hundred dollars (\$500) per year per student.
- C. When class size maximums are impacted by physical space limitations, the matter will be referred to the LMRC.

29.03 Teachers of self-contained music and physical education classrooms (grades 6-12) with fifty (50) or more students in a class will be provided with one additional adult for the purpose of supervision of students, or the class will be split into two sections starting with the 2015-16 school year. Second semester high school band classes will be excluded from this limitation. The above reference stipends do not apply to this paragraph.

29.04 Teachers of departmentalized classes in grades four (4) through twelve (12) shall not have a daily class load that exceeds thirty (30) pupils times number of classes per day taught.

29.05 Payment of stipends for oversize classes will be made on the second pay period following the end of the semester. For the purpose of computing stipend, payment will be pro-rated on the length of time the class size limits were exceeded.

29.06 The above class size maximums and stipends shall not apply to homeroom, and study hall.

29.07 Subject preparations are set at a maximum of four (4). Any teacher scheduled for more than four (4) preparations as listed hereto shall receive a stipend of five hundred dollars (\$500) for each preparation above four (4).

29.08 **PREPARATIONS (Elementary Non-departmentalized)**

- 1. Language Arts - Handwriting
Reading (*3 levels)
Spelling
Grammar
Written Composition
- 2. Math
- 3. Science/Health & Safety
- 4. Social Studies – History, Geography
- 5. Music, Physical Education & Art

*different texts, different students, & often different grade levels.

29.09 Employees whose duties (as identified at that time) would be impacted by an IEP, shall be provided the opportunity to participate in the development, review and revision of the IEP and be present at the IEP meetings. Employees who are working with special education students to achieve the goals and objectives of an IEP shall have access to personally identifiable information of the student.

- 29.10 Qualified nurses and/or other qualified persons shall be the only employees to provide and conduct prescribed medical procedures. Employees, other than the qualified school nurse and/or other qualified persons shall not be required to perform any medical procedure on a student.
- 29.11 The Board will provide the necessary personnel as identified in the IEP to perform any developmental, corrective, and other supportive services which may be required by any student in his/her IEP. A bargaining unit member shall be qualified to perform any developmental directive and/or other supportive services identified in an IEP.
- 29.12 Any PHS or Briar teacher assigned to teach more than six (6) classes, during the contractual day, will be compensated an additional two-and-a-half percent (2.5%) of his/her annual teaching wage per semester for each class beyond six (6). It is understood that the Skills Application time at Perkins High School and the Study Skill time at Briar do not constitute a class for the purposes of this article.

ARTICLE XXX – NONTEACHING DUTIES

- 30.01 Bargaining unit members shall be assigned the following duties in a uniform and equitable manner:
- A. Supervision of playgrounds, cafeterias, corridors, sidewalks, buses, study halls, restroom duty, and hall duty.
 - B. Elementary school teachers will not be responsible for the collection of lunch money.
 - C. Bargaining unit members will not be responsible for collecting activity fee.

ARTICLE XXXI – INDIVIDUAL RIGHTS

- 31.01 Those personal rights as guaranteed to every individual by the Constitution of the United State shall be adhered to by the Board, the Administration, the members of the Perkins Education Association and representatives of the Perkins Education Association.

ARTICLE XXXII – EQUAL RIGHTS CLAUSE

- 32.01 The parties to this Agreement jointly pledge that provisions of this Agreement shall be applied uniformly to all members of the bargaining unit without regard to race, color, religion, sex, sexual orientation, national origin, handicap, age, and/or disability.

ARTICLE XXXIII – SEVERABILITY

- 33.01 In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state

agency pursuant thereto, the applicable state or federal law or valid rule or regulation adopted by a federal or a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

33.02 If, during the terms of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

33.03 If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment or working condition within sixty (60) days by demand of either party.

ARTICLE XXXIV – COST OF MASTER AGREEMENT

34.01 The Perkins Board of Education and the Perkins Education Association shall share equally the cost of having the Master Agreement printed. The Association, after consultation with the Administration, shall arrange for the printing of the Agreement.

ARTICLE XXXV – LABOR MANAGEMENT RELATIONS COMMITTEE

35.01 A Labor Management Relations Committee shall be maintained following the guidelines of the Federal Mediation and Conciliation Services.

A. Events (including Awards Recognition Ceremony but not limited to) may be collaboratively organized by the Perkins Education Association and the Perkins Local School District.

ARTICLE XXXVI – FAIR SHARE FEE

The parties understand that the following provisions of this article are now unenforceable because of the United States Supreme Court's decision in *Janus v. AFSCME*, Case No. 16-1466, June 27, 2018. But, if that decision should be subsequently reversed or changed by way of a federal constitutional amendment, then the following provisions shall again apply.

~~36.01 The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Perkins Education Association, a fair share fee for the Association's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.~~

- ~~36.02 Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.~~
- ~~36.03 Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until the second paycheck, which period shall be the required probationary period of newly employed bargaining unit members.~~
- ~~36.04 The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.~~
- ~~36.05 The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.~~
- ~~36.06 The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.~~
- ~~36.07 Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.~~
- ~~36.08 The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:~~
- ~~A. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non member for which indemnification may be claimed;~~
 - ~~B. The Association shall reserve the right to designate counsel to represent and defend the employer;~~
 - ~~C. The Board agrees to: (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a part if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;~~

~~D. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.~~

ARTICLE XXXVII – A DRUG FREE WORKPLACE

- 37.01 The parties are in agreement that in accordance with the Drug Abuse Act, PL 100-690, that it is their intent to maintain a drug-free workplace and said act is incorporated by reference.
- 37.02 No employee of the Perkins Local Schools while on school premises or as part of any of his/her workplace activities shall unlawfully possess, use, be under the influence of, or distribute illicit drugs, marijuana, controlled substances, or alcohol.
- 37.03 This article does not replace the requirement to report child endangering (O.R.C. 2151.421) and any employee who admits to, pleads guilty, or is convicted of child endangering acts or sale or dispensing drugs or alcohol to minors shall be exempt from this article and shall waive rights under all applicable articles of the negotiated agreement.
- 37.04 “Workplace” is defined to mean the site for the performance of work done in connection with employment. The workplace includes any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activity, event or function, such as a field trip or athletic event where students are under the jurisdiction of the school district.
- 37.05 Any employee who admits to, pleads guilty, or is convicted in any court of law for a first alcohol or drug abuse offense which is a misdemeanor and which involves use in the workplace shall be suspended for one (1) to five (5) days unpaid and shall be referred to and satisfactorily complete a drug/alcohol rehabilitation and intervention program. Rehabilitation and intervention shall be at the employee’s expense, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies. The employee shall not return to his/her employment assignment until intervention or treatment is completed as deemed necessary by a physician who consults with the Superintendent. The employee shall not return to his/her employment assignment and shall waive all rights under all applicable articles of the negotiated agreement, should the employee fail to comply with the provisions of this section.
- 37.06 Any employee who admits to, pleads guilty, or is convicted in any court of law for a second alcohol or drug abuse offense which is a misdemeanor and which involves use in the workplace shall waive all rights under all applicable articles of the negotiated agreement and the Board will act upon the Superintendent’s personnel action recommendation.

- 37.07 Any employee who pleads guilty, or is convicted in any court of law for an alcohol or drug abuse offense which is a felony, or a misdemeanor resulting in withdrawal of proper certification, shall waive all rights under all applicable articles of the negotiated agreement.
- 37.08 Employees convicted of violating any federal, state, or local criminal drug/alcohol statute, where the violation occurred within the “workplace” definition of Section 37.04, must report the conviction to the Superintendent within five (5) working days of the conviction.
- 37.09 Pursuant to O.R.C. Section 4117.10(a) this Article shall take precedence and supersede the provisions of O.R.C. Sections 3319.11, 3319.16 and 3319.161.

ARTICLE XXXVIII – STUDENTS OF BARGAINING MEMBERS

- 38.01 Members of the bargaining unit who do not live in the Perkins School District have the opportunity to have their children enrolled in the Perkins Local School District.
- 38.02 The following guidelines shall be in effect regarding the enrollment of members’ children:
- A. Children of employees who do not live within the Perkins School District and who wish to enroll must first enroll through open enrollment. If open enrollment is not available, the board agrees to waive all tuition costs for the children (including adopted and/or foster) of an employee who resides outside of the Perkins Local School District in accordance with O.R.C. 3313.64
 - B. No transportation will be furnished unless the child is brought to a regular pick-up point within the Perkins District.
 - C. Students will not be accepted if classroom capacities are met (class size caps are reached and/or no new sections will be created). Once a student is accepted, he/she will not be excluded due to large class size.
 - D. The employee requesting this waiver must have the legal right to enroll the child(ren) in school.
 - E. When an employee receives custody of children during the school year, the time requirement in Paragraph A may be waived.
 - F. Tuition students are always subject to their enrollment being denied if their attendance and performance are not satisfactory.
 - G. The employee must be full-time.
- 38.03 Member dependent children may be counted as participants in a district Open Enrollment Plan

ARTICLE XXXIX – RETIREMENT BONUS

39.01 RETIREMENT BONUS

The Board of Education will pay a bargaining unit member who retires from the Perkins Local School District a retirement bonus based on the following phase out plan:

Retirement bonus is contingent upon employee completing their full contracted year.

- A. The retirement bonus is generated by a co-contributing 403.B Annuity Plan according to the following plan. There shall be a 403.B retirement/investment program for which the Board matches up to five hundred dollars (\$500.00) for all Perkins Education Association Members with the exceptions for employees according to Appendix F.

Employees with fifteen (15) to twenty-six (26) years of documented service in the retirement system as of (June 30, 1999), will be eligible to receive an additional twenty-five dollars (\$25.00) of matching funds for each year of completed service from fifteen (15) to eighteen (18) years, an additional fifty dollars (\$50.00) of matching funds for each year of service from nineteen (19) to twenty-two (22) years, an additional one hundred dollars (\$100.00) of matching funds for each year of service from twenty-three (23) to twenty-four (24) years, an additional two hundred dollars (\$200.00) for the twenty-fifth (25th) year of service and an additional three hundred dollars (\$300.00) for the twenty-sixth (26th) year of service. This additional amount will be matched until the employee reaches thirty (30) years of service. Once thirty (30) years of service has been reached, the employee is eligible for matching funds of five hundred dollars (\$500.00).

All employees with zero (0) to fourteen (14) years of service and those with twenty-seven (27) or more years of service as of (June 30, 1999) are eligible to receive five hundred dollars (\$500.00) per year matching funds until they are no longer employed by the Perkins Local School District.

To ensure that our records are properly documented, we are requesting that each member supply the Treasurer’s office with documentation from STRS regarding credited years of service as of June 30th of every year.

- B. Should this 403.B Plan not be in compliance with IRS Regulations or not meet the minimum level of teacher participation, the Board and Perkins Education Association agree to reopen negotiations on this issue under Article II.

ARTICLE XL – OSHA SAFETY REQUIREMENT (DISCIPLINE) PROCEDURE

40.01 Teachers employed by the Perkins School District shall be provided training, annually, regarding safety rules, policies, and regulations set forth by OSHA which must be

followed in the public schools, and shall be applied in accordance with the following and the IAQ:

- A. Uses safe work procedures as provided by the Board of Education.
- B. Informs his or her supervisor immediately of hazards, unsafe equipment and acts, and, when possible, recommends solutions to correct deficiencies which will be acted on by the Board and Administration.
- C. Takes proper precautions to assure personal and student safety.
- D. Attends inservice training on safety as provided by the Board.
- E. Follows Board procedures in reporting accidents and injuries to his/her supervisor.

40.02 The overall goal of this section is to insure a safe and healthy school environment for both the teacher and the students attending Perkins Schools. Teachers should be aware of the safety rules, policies and regulations set forth by OSHA and any teacher who knowingly violates such rules, policies and regulations will be subject to the appropriate discipline as follows:

- A. A teacher shall only receive a reprimand for cause in a private meeting with a Perkins School District Administrator. Prior to any meeting the teacher shall be informed of the area of concern by the administrator and the teacher shall be provided the opportunity to be accompanied by a representative of his/her choice. If the teacher is unable to secure representation for a reprimand meeting scheduled for the same day, such meeting will not take place until the teacher is given sufficient time to secure representation. In no case will the meeting be continued beyond two (2) working days from the original date scheduled, unless mutually agreed.
- B. The first violation of any safety rules, policies, etc., after the Board has provided training, shall result in a verbal warning by the Administration which shall include notice that if that violation is repeated within twelve (12) months a written reprimand will be placed in the teacher's personnel file.
- C. If, within twelve (12) months from the date that the teacher was verbally warned, he/she commits the same violation, the Administration may give a written reprimand to the teacher. Said written reprimand shall be placed in the OSHA Safety File and the employee's personnel file.
- D. If the teacher commits a violation of the same nature within twelve (12) months of receiving a written reprimand, then that teacher may be suspended for one (1) day without pay by the Superintendent of Schools.

- E. Written reprimands and suspensions shall be subject to immediate and automatic appeal to expedited arbitration by an independent arbitrator under the grievance article, unless the grievant and Association agree in writing to waive the appeal.
- 40.03 If the teacher has not violated the same rule, policy, etc., all records of suspension without pay shall be automatically removed from the personnel file twelve (12) months after being placed there. Records of discipline shall be maintained in the OSHA Safety File in accordance with Federal Law.
- 40.04 The appropriate administrator shall investigate and respond in writing to any employee who has acted in good faith to inform his/her immediate supervisor of a condition which he/she feels is hazardous to his/her health or the health of students or other employees. He/She shall have this concern referred to the IAQ Committee within five (5) working days by the appropriate administrator. The IAQ Committee will investigate and provide the teacher with a copy of its findings.
- 40.05 Any teacher who feels that the Board's action does not address the hazardous condition and that an OSHA violation is occurring may file a complaint with the Division of Occupational Safety and Health either as an individual or by requesting the Association to file the complaint. Any such action shall in no way cause a teacher to be reprimanded or disciplined.
- 40.06 The IAQ Committee will include employee and employer representatives.

ARTICLE XLI – TEACHER ASSISTANTS ADVISORY COMMITTEE

- 41.01 A Teacher Assistant Advisory Committee, chaired by the Director of Curriculum will be established to develop guidelines and assessments for the program. Guidelines will be submitted to the LMRC for approval. The committee will include the Curriculum Director, at least one (1) teacher representative from each building appointed by the PEA Executive Committee and at least one (1) teacher assistant.

ARTICLE XLII – INNOVATIVE PROGRAMS

- 42.01 All proposed innovative programs which directly affect at least a grade level or department must be reviewed by a PEA Advisory Committee established for that purpose.

The PEA Advisory Committee for Innovative Programs (ACIP) will:

- A. Be selected by the PEA Executive Council;
- B. Be comprised of no more than 15 teachers including the LMRC;
- C. Be representative of various grade bands and content areas;

- D. Meet as soon as possible when requested by the administration and no later than 30 days from the time of the request to review the proposed innovation initiative;
- E. Within 60 days from the date of their first meeting to examine the proposal, review the proposed program and provide a written report to the administration concerning, but not limited to, the following:
 - 1. Impact on work load of those projected to be affected, especially planning time and professional development
 - 2. Consideration of additional staffing to meet the requirements of the proposed program;
 - 3. Consider the impact on their buildings including, but not limited to, job security;
 - 4. The need for any additional compensation;
 - 5. Review of any possible compliance issues within the existing CBA, board policy, etc.;
 - 6. And any other matter that the ACIP believes should be brought to the attention of the Administration.
- F. Upon receipt of the written report from the ACIP, the Administration will meet with the ACIP and provide a decision to all issues presented in the report.
- G. Upon request, the ACIP may present the report to the Board of Education in writing and/or in person.

ARTICLE XLIII – SCHOOL BONUS

- 43.01 A two-hundred fifty dollar (\$250) bonus will be paid for an “A” in Value Added (Growth Measure) per building. Furry Elementary School’s eligibility for a bonus shall be dependent on Meadowlawn Intermediate School’s eligibility. Every employee, who was contracted during the year when the rating was achieved, who was working in the applicable building will be eligible for this bonus. Payable July 15th.

ARTICLE XLIV – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- 44.01 There shall be a Local Professional Development Committee, herein referred to as the LPDC as described in Appendix G. Appeals under the LPDC shall be governed by the appeals procedure found in the LPDC Guidelines. Disputes arising out of the LPDC process shall not be subject to the grievance procedure under Article IV of the Collective Bargaining Agreement.

ARTICLE XLV – PROGRESSIVE DISCIPLINE

45.01 No teacher shall be disciplined without just cause. Bargaining unit members will proceed through the progressive steps based on infractions of a continuing and related nature. Disciplinary action shall commensurate with the teacher's offense and normally shall be progressive in nature. However, the parties recognize that some more serious offenses may be dealt with on a more serious basis, with appropriate disciplinary action, including the possibility of termination for the first offense, considering the offense and its severity.

Informal verbal warnings and written reprimands at Steps 1 and 2 may be issued by any appropriate administrator. Suspensions with or without pay and termination proceedings at Steps 3, 4, and 5 can only be instituted by the Superintendent. Normally, discipline shall be imposed in the following progression:

1. Informal Verbal Warning – It is expected that most cases will be disposed of by an informal verbal warning, without further disciplinary action.
2. Written Reprimand(s)
3. Suspension With Pay
4. Suspension Without Pay
5. Termination – Only the Superintendent may recommend termination to the Board, which may only terminate in accordance with the procedures of Ohio Revised Code Section 3319.16 and 3319.161.

45.02 In addition to the action taken at Steps 1-4, discipline may include, but is not limited to, restitution, mediation, counseling, or specific training to address the problematic behavior.

45.03 All disciplinary dispositions will be kept in a confidential discipline file at the Perkins Board of Education. Disciplinary actions taken against a bargaining unit member shall be expunged in accordance with the local "Records Retention Policy".

45.04 Any disciplinary action other than the informal verbal warning and termination proceedings will be subject to the grievance procedure according to Article IV.

45.05 Except in cases requiring immediate suspension or initiation of termination proceedings, teachers shall be disciplined only after due process in accordance with the following procedures:

A. Notice of Allegation and Conference

A written notice setting forth the allegations which if substantiated could result in disciplinary action shall be provided to the teacher by personal delivery or by mail.

The notice shall include the time and place of a conference to discuss the allegations; a copy shall be provided to the Association President.

B. Conference

A conference to discuss the allegations shall be offered to the teacher. The teacher shall have the right to have two (2) Association representatives at this conference. The teacher shall have the choice of one (1) Association representative and one (1) other representative of his/her choice. No conference shall take place unless the representative(s) are present. If the teacher chooses not to have Association representatives, one (1) Association representative may still attend the meeting. At the conference, the teacher or his/her representative shall have the right to cross-examine any witnesses making statements contrary to his/her interests and present testimony and witnesses which help his/her case. If the witness is a minor, court-approved protocol for interviewing minors may be utilized. Unless the exigencies of the matter require otherwise, the conference normally will be scheduled at least two (2) days following the teacher's receipt of the notice set forth in Paragraph One (1) above.

C. Notification of Disposition

The teacher and Association President shall be notified in writing by hand delivery or certified mail of the disposition following conduct of the conference or three (3) work days after the Paragraph One (1) notice if the teacher fails to attend the conference. If it is determined to take disciplinary action, the disposition notice shall include a statement of the administrator's conclusion and the disciplinary action to be taken.

D. In case of immediate suspension or initiation of contract termination proceedings, the written notice of allegations shall be presented to the teacher and PEA representative. Normally, the teacher and representative shall be afforded a preliminary conference prior to the imposition of the suspension or initiation of termination proceedings, with the conference preceded by a sharing, by the Administration, of the evidence which might support the determination to suspend or to initiate contract termination proceedings.

E. Privacy of Proceedings

Exclusive of the Association President or other designated PEA representatives, no teacher shall be reprimanded or otherwise disciplined in the presence of other employees or in a public setting.

ARTICLE XLVI – COMPLETE AGREEMENT

46.01 This agreement constitutes the entire agreement between the parties, and supersedes and cancels all prior contemporaneous memoranda of understanding and any other agreements, written or verbal.

ARTICLE XLVII – BLENDED LEARNING

47.01 Blended learning is an integrated instructional approach that combines traditional face-to-face instruction with computer-based activities. Blended learning classes usually do not meet every instructional day. Students are expected to facilitate their learning outside of a traditional classroom by a variety of computer activities and assessments. Blended Learning classes will consist of no more than five (5) periods per week of face-to-face instruction with at least one (1) of those periods being a non-instructional office hours for student intervention, enrichment, and support.

47.02 Assignment of a teacher to develop or teach a blended learning course is by mutual agreement between the teacher and the district. A teacher may not involuntarily be assigned to teach a blended learning course assignment.

1. A teacher who agrees to develop a blended learning course must be willing to teach that course the two (2) years it is offered unless the teacher is reassigned or resigns from the district.
2. The Teacher who developed a blended learning course will be assigned to teach that course the first two (2) years it is offered unless by mutual agreement.
3. Any teacher of an established blended learning course who voluntarily decides not to teach the class the next school year must notify their building administrator of their decision by December 15th of the current school year.

47.03 Teachers who are developing a blended learning course will receive, a four thousand dollar (\$4,000) stipend; two thousand dollars (\$2,000) to be paid upon a draft completion of the course regardless if the course is taught, one thousand dollars (\$1,000) to be paid upon the halfway point of teaching the course for the first time, and the final one thousand dollars (\$1,000) to be paid upon completion of teaching the course for the first time and providing a digital copy of all course materials to district administration.

47.04 Blended learning courses scheduled to meet during the same instructional time period, one section meeting any combination of the days of the week, are to be regarded as one class.

47.05 Student enrollment in Blended Learning class shall not exceed twenty-eight (28), allowing for normal overload procedures as specified in Article 29.02B.

- 47.06 Teachers who agree to teach more than six (6) classes, during the contractual day, will be compensated an additional five percent (5%) of their wage for each group of fifteen (15) or fewer students enrolled in a blended learning class.
- 47.07 Teachers may agree to teach a scheduled Blended Learning class beyond the times of their contractual day. A class may begin no more than forty-five (45) minutes before the contractual day or end no more than forty-five (45) minutes after the contractual day unless by mutual agreement between the district and the association. Teachers who teach Blended Learning classes beyond the times of the contractual day will be compensated an additional five percent (5%) of their wage for each group of ten (10) or fewer students enrolled in a blended learning class.
- 47.08 The Perkins Board of Education and the PEA agree to protect the copyrights of the district and the author(s) of any Blended Learning Course and that the income from any Blended Learning Course be shared by the district and the author(s). The Board and the Association will enter into a Memorandum of Understanding defining each other's copyrights and share of income. Either the Board or the Association may request binding arbitration to settle these issues if a Memorandum of Understanding is not in place by January, 2014. It is the intention of the Board and the Association that this Memorandum of Understanding will replace this clause (47.08) of this contract.

ARTICLE XLVII – DURATION OF CONTRACT

48.01 This contract shall be effective from the 1st day of July, 2018 to the 30th day of June, 2021. For the purpose of this contract, a school year shall be defined as the time between July 1 and June 30 inclusive.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed on this 27th day of August, 2018.

THE PERKINS LOCAL SCHOOLS
BOARD OF EDUCATION

By Todd D. Bergst
Superintendent,
Perkins Board of Education

By Bradley W. Mitchell 8/27/18
President,
Perkins Board of Education

By [Signature]
Treasurer,
Perkins Board of Education

THE PERKINS EDUCATION
ASSOCIATION

By [Signature]
President,
Perkins Education Association

By [Signature]
Chief Negotiator,
Perkins Education Association

Date Filed _____

GRIEVANCE REPORT FORM
(to be filed in triplicate)

Level _____

Name of Aggrieved _____ Assignment _____

Article of Contract Grieved _____

Relief Sought _____

Signature of Aggrieved

Date

Disposition by Supervisor _____

Signature of Supervisor

Date

Self-Assessment Summary Tool – Optional for OTES.

Name _____

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Date _____

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> • Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations 			
Standard 2: Content	<ul style="list-style-type: none"> • Knowledge of content • Use of content-specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities 			
Standard 3: Assessment	<ul style="list-style-type: none"> • Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting 			

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 4: Instruction	<ul style="list-style-type: none"> • Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs 			
Standard 5: Learning Environment	<ul style="list-style-type: none"> • Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance of an environment that is conducive to learning for all students 			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> • Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies 			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> • Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement 			

Ohio Teacher Evaluation System

Professional Growth Plan

Professional Growth Plan

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

Self-Directed (those with above expected growth only)

Collaborative

Teacher _____

Evaluator _____

<p align="center">Annual Focus</p> <p align="center">These are addressed by the evaluator as appropriate for this teacher.</p>	<p align="center">Date</p> <p align="center">Record dates when discussed</p>	<p align="center">Areas for Professional Growth</p> <p align="center">supports needed, resources, professional development</p> <p align="center">Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.</p>
<p>Goal 1: Student Achievement/Outcomes for Students</p> <p><i>Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>		
<p>Goal 2 : Teacher Performance on the Ohio Standards for the Teaching Profession</p> <p><i>Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>		

Evaluator Signature _____

Date _____

Teacher Signature _____

Date _____

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

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated: _____

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

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

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Skilled level or above.

Pre-Observation Planning and Lesson Reflection Resource Questions

The questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation.

INSTRUCTIONAL PLANNING

FOCUS FOR LEARNING (Standard 4: Instruction)

- What is the focus for the lesson?
- What content will students know/understand? What skills will they demonstrate?
- What standards are addressed in the planned instruction?
- Why is this learning important?

ASSESSMENT DATA (Standard 3: Assessment)

- What assessment data was examined to inform this lesson planning?
- What does pre-assessment data indicate about student learning needs?

PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS

(Standard 1: Students / Standard 2: Content / Standard 4: Instruction)

- What prior knowledge do students need?
- What are the connections to previous and future learning?
- How does this lesson connect to students' real-life experiences and/or possible careers?
- How does it connect to other disciplines?

KNOWLEDGE OF STUDENTS (Standard 1: Students)

- What should the evaluator know about the student population? (See *Data Measures Inventory for the Classroom*)
- How is this a developmentally appropriate learning activity?

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)

- How will the goals for learning be communicated to students?
- What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?
- What strategies will be used to make sure all students achieve lesson goals?
- How will content-specific concepts, assumptions, and skills be taught?

DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)

- How will the instructional strategies address all students' learning needs?
- How will the lesson engage and challenge students of all levels?
- How will developmental gaps be addressed?

RESOURCES (Standard 2: Content / Standard 4: Instruction)

- What resources/materials will be used in instruction?
- How will technology be integrated into lesson delivery?

CLASSROOM ENVIRONMENT

(Standard 1: Students / Standard 5: Learning Environment)

- How will the environment support all students?
- How will different grouping strategies be used?
- How will safety in the classroom be ensured?
- How will respect for all be modeled and taught?

ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

- How will you check for understanding during the lesson?
- What specific products or demonstrations will assess student learning/achievement of goals for instruction?
- How will you ensure that students understand how they are doing and support students' self-assessment?
- How will you use assessment data to inform your next steps?

PROFESSIONAL RESPONSIBILITIES

COLLABORATION AND COMMUNICATION (Standard 6)

- How do you cooperate with colleagues?
- How do you work with others when there is a problem?
- What is your communication style with students? With families? With colleagues?
- In what ways do you seek the perspectives of others? Give an example.

PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)

- How do you apply knowledge gained from other experiences into your teaching?
- Discuss ways you reflect and analyze your teaching.
- What are some proactive ways you further your own professional growth?

Teacher Performance Evaluation Rubric

The *Teacher Performance Evaluation Rubric* is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	FOCUS FOR LEARNING (Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
	ASSESSMENT DATA (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher’s lesson does not build on or connect to students’ prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students’ prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students’ prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner’s prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher’s explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students’ questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	Evidence				
	<p>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group.</p>	<p>The teacher matches strategies, materials, and/or pacing to students’ individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
	Evidence				
	<p>RESOURCES (Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual student’s learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students’ learning styles and needs, actively engaging students.</p>	<p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p>
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students' questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual student's experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion.</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
	Evidence				

Professionalism					
		Ineffective	Developing	Skilled	Accomplished
PROFESSIONALISM	<p>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	Evidence				

Off Year OTES Teacher Performance Evaluation Rubric

*This tool is used for teachers who have been rated Accomplished or Skilled and have maintained average or above average student growth measures. Teachers in their final year of a limited contract must participate in the OTES evaluation model regardless of their rating.

INSTRUCTIONAL PLANNING

		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	KNOWLEDGE OF STUDENTS (Standard 1: Students) <i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference	The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information. The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.	The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information. The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information. The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.	The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information. The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans. The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.
	Evidence				

INSTRUCTION AND ASSESSMENT

		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>ASSESSMENT OF STUDENT LEARNING</p> <p>(Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i></p> <p>Pre-Conference</p> <p>Formal Observation</p> <p>Classroom Walkthroughs/ Informal Observations</p> <p>Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students).The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
	Evidence				

Observation Date: _____

Conference Date: _____

Evaluator Signature: _____

Educator Signature: _____

APPENDIX B

Walk-through Name	Template
	Walk-through
Observer	Subject
Start Date/Time	End Date/Time
Grade	

Page 1						
1.1 Rubric						
Criteria	Not Observed	1	2	3	4	
Instruction is developmentally appropriate.		A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.	Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.	Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.	Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized/differentiated, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.	
Varied instructional tools and strategies reflect student needs and learning objectives. (Examples: technology, grouping, etc.)		The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.	The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.	The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group.	The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.	
Content presented is accurate and grade appropriate.		A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.	Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.	Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.	Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized/differentiated, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.	

Criteria	Not Observed	1	2	3	4
Classroom learning environment is safe and conducive to learning.		Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.	Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.	A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.	A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.
Teacher provides students with timely and responsive feedback.		The teacher does not provide students with feedback about their learning.	Students receive occasional or limited feedback about their performance from the teacher.	The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.	The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.
Instructional time is used effectively.		Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual student's learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
Scoring	___ / 24 (___ %)				

Page 2
2.1 Routines support learning goals and activities.
- Select Value -
Yes
No
Not Observed
2.2 Multiple methods of assessment of student learning are utilized to guide instruction.
- Select Value -
Yes
No
Not Observed
2.3 Learning outcomes and goals are clearly communicated to students.
- Select Value -
Yes
No
Not Observed
2.4 Teacher connects lesson to real-life applications.
- Select Value -
Yes
No
Not Observed
2.5 Instruction and lesson activities are accessible and challenging for students.
- Select Value -
Yes
No
Not Observed
2.6 Lesson content is linked to previous and future learning.
- Select Value -
Yes
No
Not Observed
2.7 Remarks from Observer:
Note :

PERKINS HEAD COACH
SUPPLEMENTAL CONTRACT EVALUATION

Name: _____

Assignment: _____

Date: _____

Number of years in this assignment: _____

Do you wish reemployment in this assignment: YES NO UNCERTAIN

I. Professional Responsibilities:

SE	AE	
_____	_____	1. Follows state and federal law, Board of Education policy, administrative procedure, and the negotiated contract.
_____	_____	2. Cooperates with the athletic dept. regarding the following lists or reports before the designated deadlines: a. preseason checklist b. roster c. bus/van times d. year-end reports (inventory, budget requests, awards list, won/lost record)
_____	_____	3. Provides training rules to team members and follows due process procedures.
_____	_____	4. Maintains open communication within the athletic coaching staff.
_____	_____	5. Attends coaches and rules interpretation meetings.
_____	_____	6. Cooperates with the media and reports contest results.
_____	_____	7. Follows the rules and regulations set by all governing agencies (OHSAA, SBC, Perkins Board of Education).
_____	_____	8. Participates in Parent's Night, Awards Programs, and Pep assemblies.

- | | | | |
|-------|-------|-----|--------------------------------------------------------------------------------------------------------------------|
| _____ | _____ | 9. | Dresses in a professional and appropriate manner for contests and practices. |
| _____ | _____ | 10. | Maintains a suitable bench conduct at contests towards players, officials, and contest workers. |
| _____ | _____ | 11. | Maintains open communication with teachers, administrators, and support staff. |
| _____ | _____ | 12. | Cooperates with the Middle School coaches/advisors in developing a coordinated program. |
| _____ | _____ | 13. | Promotes all sports in the athletic program attempting to foster school spirit. |
| _____ | _____ | 14. | Communicates with parents throughout the entire year. |
| _____ | _____ | 15. | Makes college recommendations in cooperation with the guidance department. |
| _____ | _____ | 16. | Attends in-service meetings, coaches' clinics, and other activities to improve coaching knowledge and performance. |

II. Coaching Performance:

- | | | | |
|-------|-------|-----|--------------------------------------------------------------------------------------------|
| _____ | _____ | 17. | Leads by example in appearance, manners, behavior, language, and conduct during a contest. |
| _____ | _____ | 18. | Provides supervision of coaches, training, and dressing rooms and on bus trips. |
| _____ | _____ | 19. | Has individual and team discipline and control. |
| _____ | _____ | 20. | Disciplines individuals and the team according to training rules. |
| _____ | _____ | 21. | Develops an organized practice schedule which utilizes the coaching staff members. |
| _____ | _____ | 22. | Utilizes practice time for both individual and team development. |

- | | | | |
|-------|-------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| _____ | _____ | 23. | Establishes the fundamental philosophy, skills, and techniques to be taught by the assistant coaching staff. |
| _____ | _____ | 24. | Conducts staff meetings, including middle school coaches, as needed. |
| _____ | _____ | 25. | Is prompt in meeting the team and staff for practices and contests. |
| _____ | _____ | 26. | Shows an interest in athletics through off-season activities. |
| _____ | _____ | 27. | Provides leadership and develops an attitude that produces positive efforts by the student-athletes. |
| _____ | _____ | 28. | Knows the medical aspects of the positions including first aid, injury policies, and working with the athletic trainer, team doctor and/or family physician. |
| _____ | _____ | 29. | Delegates authority among assistant coaches, but remains accountable. |
| _____ | _____ | 30. | Uses ethical means of motivation, emphasizing values of competitive athletics and acceptable personal behavior and decision making. |
| _____ | _____ | 31. | Team performance is consistent with the quality of athletes available. |

III. Related Coaching Responsibilities:

- | | | | |
|-------|-------|-----|-----------------------------------------------------------------------------------------------|
| _____ | _____ | 32. | Cares for all equipment (issuance, collection, inventory, and storage). |
| _____ | _____ | 33. | Cooperates in sharing of facilities by scheduling activities with the Athletic Administrator. |
| _____ | _____ | 34. | Shows self-control and poise in areas related to coaching responsibilities. |
| _____ | _____ | 35. | Displays enthusiasm and exhibits interest in coaching. |
| _____ | _____ | 36. | Keeps the Athletic Administrator informed of all unusual events. |

- | | | | |
|--|--|--|-------------------------------------------------------------------------------------------------------------------------------------------|
| | | | 37. Cooperates with service clubs, athletic booster club, and other organizations in their projects which relate to the athletic program. |
| | | | 38. Encourages potential athletes to participate in a sport provided they are not involved in another sport at the same time. |
| | | | 39. Advises the Athletic Administrator in the preparation of future schedules. |
| | | | 40. Follows the prescribed procedures for the purchase of supplies and uniforms. |
| | | | 41. Operates the program within the established budget. |
| | | | 42. Assists the Athletic Administrator in the preparation of the next year's budget. |

Contract Employee's Comments: (Attach an additional sheet if needed)

Overall Self-Evaluation: (Circle your performance rating)

Satisfactory

Improvement Needed

Unsatisfactory

Contract Employee's Signature: _____

Athletic Administrator's Comments: (Attach an additional sheet if needed)

Overall Athletic Administrator's Evaluation: (Circle employee's performance rating)

Satisfactory

Improvement Needed

Unsatisfactory

Athletic Administrator's Signature: _____

Attached are Salary Schedules for the Following School Years:

2018-2019

2019-2020

2020-2021

**Perkins Local School District
Teacher Salary Schedule
Effective July 1, 2018**

Step	Bachelor		Bachelor + 15		Masters		Masters + 15	
0	1	\$ 37,379.75	1.05	\$ 39,248.74	1.15	\$ 42,986.71	1.2	\$ 44,855.70
		\$ 203.15		\$ 213.31		\$ 233.62		\$ 243.78
1	1.045	\$ 39,061.84	1.096	\$ 40,968.20	1.197	\$ 44,743.56	1.248	\$ 46,649.93
		\$ 212.29		\$ 222.65		\$ 243.17		\$ 253.53
2	1.09	\$ 40,743.93	1.142	\$ 42,687.67	1.244	\$ 46,500.41	1.296	\$ 48,444.15
		\$ 221.43		\$ 232.00		\$ 252.72		\$ 263.28
3	1.135	\$ 42,426.01	1.188	\$ 44,407.14	1.291	\$ 48,257.25	1.344	\$ 50,238.38
		\$ 230.58		\$ 241.34		\$ 262.27		\$ 273.03
4	1.18	\$ 44,108.10	1.234	\$ 46,126.61	1.338	\$ 50,014.10	1.392	\$ 52,032.61
		\$ 239.72		\$ 250.69		\$ 271.82		\$ 282.79
5	1.225	\$ 45,790.19	1.28	\$ 47,846.08	1.385	\$ 51,770.95	1.44	\$ 53,826.84
		\$ 248.86		\$ 260.03		\$ 281.36		\$ 292.54
6	1.27	\$ 47,472.28	1.326	\$ 49,565.55	1.432	\$ 53,527.80	1.488	\$ 55,621.07
		\$ 258.00		\$ 269.38		\$ 290.91		\$ 302.29
7	1.315	\$ 49,154.37	1.372	\$ 51,285.01	1.479	\$ 55,284.65	1.536	\$ 57,415.29
		\$ 267.14		\$ 278.72		\$ 300.46		\$ 312.04
8	1.36	\$ 50,836.46	1.418	\$ 53,004.48	1.526	\$ 57,041.50	1.584	\$ 59,209.52
		\$ 276.29		\$ 288.07		\$ 310.01		\$ 321.79
9	1.405	\$ 52,518.55	1.464	\$ 54,723.95	1.573	\$ 58,798.34	1.632	\$ 61,003.75
		\$ 285.43		\$ 297.41		\$ 319.56		\$ 331.54
10	1.45	\$ 54,200.63	1.51	\$ 56,443.42	1.62	\$ 60,555.19	1.68	\$ 62,797.98
		\$ 294.57		\$ 306.76		\$ 329.10		\$ 341.29
11	1.495	\$ 55,882.72	1.556	\$ 58,162.89	1.667	\$ 62,312.04	1.728	\$ 64,592.20
		\$ 303.71		\$ 316.10		\$ 338.65		\$ 351.04
12	1.54	\$ 57,564.81	1.602	\$ 59,882.36	1.714	\$ 64,068.89	1.776	\$ 66,386.43
		\$ 312.85		\$ 325.45		\$ 348.20		\$ 360.80
13	1.585	\$ 59,246.90	1.648	\$ 61,601.83	1.761	\$ 65,825.74	1.824	\$ 68,180.66
		\$ 321.99		\$ 334.79		\$ 357.75		\$ 370.55
14	1.63	\$ 60,928.99	1.694	\$ 63,321.29	1.808	\$ 67,582.58	1.872	\$ 69,974.89
		\$ 331.14		\$ 344.14		\$ 367.30		\$ 380.30
15	1.675	\$ 62,611.08	1.74	\$ 65,040.76	1.855	\$ 69,339.43	1.92	\$ 71,769.12
		\$ 340.28		\$ 353.48		\$ 376.84		\$ 390.05
16	1.72	\$ 64,293.17	1.786	\$ 66,760.23	1.902	\$ 71,096.28	1.968	\$ 73,563.34
		\$ 349.42		\$ 362.83		\$ 386.39		\$ 399.80
17	1.765	\$ 65,975.26	1.832	\$ 68,479.70	1.949	\$ 72,853.13	2.016	\$ 75,357.57
		\$ 358.56		\$ 372.17		\$ 395.94		\$ 409.55
18	1.81	\$ 67,657.34	1.878	\$ 70,199.17	1.996	\$ 74,609.98	2.064	\$ 77,151.80
		\$ 367.70		\$ 381.52		\$ 405.49		\$ 419.30
24	1.85	\$ 69,152.53	1.919	\$ 71,731.74	2.038	\$ 76,179.93	2.107	\$ 78,759.13
		\$ 375.83		\$ 389.85		\$ 414.02		\$ 428.04
27	1.87	\$ 69,900.13	1.939	\$ 72,479.33	2.058	\$ 76,927.52	2.127	\$ 79,506.72
		\$ 379.89		\$ 393.91		\$ 418.08		\$ 432.10
30	1.92	\$ 71,769.12	1.989	\$ 74,348.32	2.108	\$ 78,796.51	2.177	\$ 81,375.71
		\$ 390.05		\$ 404.07		\$ 428.24		\$ 442.26

**Perkins Local School District
Teacher Salary Schedule
Effective July 1, 2019**

Step	Bachelor		Bachelor + 15		Masters		Masters + 15	
0	1	\$ 38,501.14	1.05	\$ 40,426.20	1.15	\$ 44,276.31	1.2	\$ 46,201.37
		\$ 209.25		\$ 219.71		\$ 240.63		\$ 251.09
1	1.045	\$ 40,233.69	1.096	\$ 42,197.25	1.197	\$ 46,085.87	1.248	\$ 48,049.42
		\$ 218.66		\$ 229.33		\$ 250.47		\$ 261.14
2	1.09	\$ 41,966.24	1.142	\$ 43,968.30	1.244	\$ 47,895.42	1.296	\$ 49,897.48
		\$ 228.08		\$ 238.96		\$ 260.30		\$ 271.18
3	1.135	\$ 43,698.79	1.188	\$ 45,739.36	1.291	\$ 49,704.97	1.344	\$ 51,745.53
		\$ 237.49		\$ 248.58		\$ 270.14		\$ 281.23
4	1.18	\$ 45,431.35	1.234	\$ 47,510.41	1.338	\$ 51,514.53	1.392	\$ 53,593.59
		\$ 246.91		\$ 258.21		\$ 279.97		\$ 291.27
5	1.225	\$ 47,163.90	1.28	\$ 49,281.46	1.385	\$ 53,324.08	1.44	\$ 55,441.64
		\$ 256.33		\$ 267.83		\$ 289.80		\$ 301.31
6	1.27	\$ 48,896.45	1.326	\$ 51,052.51	1.432	\$ 55,133.63	1.488	\$ 57,289.70
		\$ 265.74		\$ 277.46		\$ 299.64		\$ 311.36
7	1.315	\$ 50,629.00	1.372	\$ 52,823.56	1.479	\$ 56,943.19	1.536	\$ 59,137.75
		\$ 275.16		\$ 287.08		\$ 309.47		\$ 321.40
8	1.36	\$ 52,361.55	1.418	\$ 54,594.62	1.526	\$ 58,752.74	1.584	\$ 60,985.81
		\$ 284.57		\$ 296.71		\$ 319.31		\$ 331.44
9	1.405	\$ 54,094.10	1.464	\$ 56,365.67	1.573	\$ 60,562.29	1.632	\$ 62,833.86
		\$ 293.99		\$ 306.34		\$ 329.14		\$ 341.49
10	1.45	\$ 55,826.65	1.51	\$ 58,136.72	1.62	\$ 62,371.85	1.68	\$ 64,681.92
		\$ 303.41		\$ 315.96		\$ 338.98		\$ 351.53
11	1.495	\$ 57,559.21	1.556	\$ 59,907.77	1.667	\$ 64,181.40	1.728	\$ 66,529.97
		\$ 312.82		\$ 325.59		\$ 348.81		\$ 361.58
12	1.54	\$ 59,291.76	1.602	\$ 61,678.83	1.714	\$ 65,990.96	1.776	\$ 68,378.03
		\$ 322.24		\$ 335.21		\$ 358.65		\$ 371.62
13	1.585	\$ 61,024.31	1.648	\$ 63,449.88	1.761	\$ 67,800.51	1.824	\$ 70,226.08
		\$ 331.65		\$ 344.84		\$ 368.48		\$ 381.66
14	1.63	\$ 62,756.86	1.694	\$ 65,220.93	1.808	\$ 69,610.06	1.872	\$ 72,074.14
		\$ 341.07		\$ 354.46		\$ 378.32		\$ 391.71
15	1.675	\$ 64,489.41	1.74	\$ 66,991.98	1.855	\$ 71,419.62	1.92	\$ 73,922.19
		\$ 350.49		\$ 364.09		\$ 388.15		\$ 401.75
16	1.72	\$ 66,221.96	1.786	\$ 68,763.04	1.902	\$ 73,229.17	1.968	\$ 75,770.24
		\$ 359.90		\$ 373.71		\$ 397.98		\$ 411.79
17	1.765	\$ 67,954.51	1.832	\$ 70,534.09	1.949	\$ 75,038.72	2.016	\$ 77,618.30
		\$ 369.32		\$ 383.34		\$ 407.82		\$ 421.84
18	1.81	\$ 69,687.06	1.878	\$ 72,305.14	1.996	\$ 76,848.28	2.064	\$ 79,466.35
		\$ 378.73		\$ 392.96		\$ 417.65		\$ 431.88
24	1.85	\$ 71,227.11	1.919	\$ 73,883.69	2.038	\$ 78,465.32	2.107	\$ 81,121.90
		\$ 387.10		\$ 401.54		\$ 426.44		\$ 440.88
27	1.87	\$ 71,997.13	1.939	\$ 74,653.71	2.058	\$ 79,235.35	2.127	\$ 81,891.93
		\$ 391.29		\$ 405.73		\$ 430.63		\$ 445.06
30	1.92	\$ 73,922.19	1.989	\$ 76,578.77	2.108	\$ 81,160.40	2.177	\$ 83,816.98
		\$ 401.75		\$ 416.19		\$ 441.09		\$ 455.53

**Perkins Local School District
Teacher Salary Schedule
Effective July 1, 2020**

Step	Bachelor		Bachelor + 15		Masters		Masters + 15	
0	1	\$ 39,463.67	1.05	\$ 41,436.85	1.15	\$ 45,383.22	1.2	\$ 47,356.40
		\$ 214.48		\$ 225.20		\$ 246.65		\$ 257.37
1	1.045	\$ 41,239.53	1.096	\$ 43,252.18	1.197	\$ 47,238.01	1.248	\$ 49,250.66
		\$ 224.13		\$ 235.07		\$ 256.73		\$ 267.67
2	1.09	\$ 43,015.40	1.142	\$ 45,067.51	1.244	\$ 49,092.80	1.296	\$ 51,144.92
		\$ 233.78		\$ 244.93		\$ 266.81		\$ 277.96
3	1.135	\$ 44,791.26	1.188	\$ 46,882.84	1.291	\$ 50,947.60	1.344	\$ 53,039.17
		\$ 243.43		\$ 254.80		\$ 276.89		\$ 288.26
4	1.18	\$ 46,567.13	1.234	\$ 48,698.17	1.338	\$ 52,802.39	1.392	\$ 54,933.43
		\$ 253.08		\$ 264.66		\$ 286.97		\$ 298.55
5	1.225	\$ 48,342.99	1.28	\$ 50,513.50	1.385	\$ 54,657.18	1.44	\$ 56,827.68
		\$ 262.73		\$ 274.53		\$ 297.05		\$ 308.85
6	1.27	\$ 50,118.86	1.326	\$ 52,328.83	1.432	\$ 56,511.97	1.488	\$ 58,721.94
		\$ 272.39		\$ 284.40		\$ 307.13		\$ 319.14
7	1.315	\$ 51,894.72	1.372	\$ 54,144.15	1.479	\$ 58,366.77	1.536	\$ 60,616.20
		\$ 282.04		\$ 294.26		\$ 317.21		\$ 329.44
8	1.36	\$ 53,670.59	1.418	\$ 55,959.48	1.526	\$ 60,221.56	1.584	\$ 62,510.45
		\$ 291.69		\$ 304.13		\$ 327.29		\$ 339.73
9	1.405	\$ 55,446.46	1.464	\$ 57,774.81	1.573	\$ 62,076.35	1.632	\$ 64,404.71
		\$ 301.34		\$ 313.99		\$ 337.37		\$ 350.03
10	1.45	\$ 57,222.32	1.51	\$ 59,590.14	1.62	\$ 63,931.14	1.68	\$ 66,298.96
		\$ 310.99		\$ 323.86		\$ 347.45		\$ 360.32
11	1.495	\$ 58,998.19	1.556	\$ 61,405.47	1.667	\$ 65,785.94	1.728	\$ 68,193.22
		\$ 320.64		\$ 333.73		\$ 357.53		\$ 370.62
12	1.54	\$ 60,774.05	1.602	\$ 63,220.80	1.714	\$ 67,640.73	1.776	\$ 70,087.48
		\$ 330.29		\$ 343.59		\$ 367.61		\$ 380.91
13	1.585	\$ 62,549.92	1.648	\$ 65,036.13	1.761	\$ 69,495.52	1.824	\$ 71,981.73
		\$ 339.95		\$ 353.46		\$ 377.69		\$ 391.21
14	1.63	\$ 64,325.78	1.694	\$ 66,851.46	1.808	\$ 71,350.31	1.872	\$ 73,875.99
		\$ 349.60		\$ 363.32		\$ 387.77		\$ 401.50
15	1.675	\$ 66,101.65	1.74	\$ 68,666.78	1.855	\$ 73,205.11	1.92	\$ 75,770.24
		\$ 359.25		\$ 373.19		\$ 397.85		\$ 411.79
16	1.72	\$ 67,877.51	1.786	\$ 70,482.11	1.902	\$ 75,059.90	1.968	\$ 77,664.50
		\$ 368.90		\$ 383.05		\$ 407.93		\$ 422.09
17	1.765	\$ 69,653.38	1.832	\$ 72,297.44	1.949	\$ 76,914.69	2.016	\$ 79,558.76
		\$ 378.55		\$ 392.92		\$ 418.01		\$ 432.38
18	1.81	\$ 71,429.24	1.878	\$ 74,112.77	1.996	\$ 78,769.48	2.064	\$ 81,453.01
		\$ 388.20		\$ 402.79		\$ 428.10		\$ 442.68
24	1.85	\$ 73,007.79	1.919	\$ 75,730.78	2.038	\$ 80,426.96	2.107	\$ 83,149.95
		\$ 396.78		\$ 411.58		\$ 437.10		\$ 451.90
27	1.87	\$ 73,797.06	1.939	\$ 76,520.05	2.058	\$ 81,216.23	2.127	\$ 83,939.22
		\$ 401.07		\$ 415.87		\$ 441.39		\$ 456.19
30	1.92	\$ 75,770.24	1.989	\$ 78,493.24	2.108	\$ 83,189.41	2.177	\$ 85,912.41
		\$ 411.79		\$ 426.59		\$ 452.12		\$ 466.92

Base Salary = \$40,207.68

Experience	0		1		2		3		4		5		6	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
Level 8	0.050	2,010.38	0.055	2,211.42	0.060	2,412.46	0.065	2,613.50	0.070	2,814.54	0.075	3,015.58	0.080	3,216.61
Concert Band & Pit Orchestra Wind Ensemble & Pit Orchestra														
Level 9	0.045	1,809.35	0.050	2,010.38	0.055	2,211.42	0.060	2,412.46	0.065	2,613.50	0.070	2,814.54	0.080	3,216.61
MS Basketball MS Cross Country MS Football MS Swimming MS Track MS Volleyball MS Wrestling Varsity Cheerleading Advisor														
Level 10	0.040	1,608.31	0.045	1,809.35	0.050	2,010.38	0.055	2,211.42	0.060	2,412.46	0.065	2,613.50	0.070	2,814.54
Bidy Athletics Elementary Intramural Advisor Fall Play Advisor Flag Corp Advisor HS Vocal Music Jr. Class Advisor Musical National Honor Society														
Level 11	0.035	1,407.27	0.040	1,608.31	0.045	1,809.35	0.050	2,010.38	0.055	2,211.42	0.060	2,412.46	0.070	2,814.54
JV Cheerleading Advisor Sr. Class Advisor														
Level 12	0.030	1,206.23	0.035	1,407.27	0.040	1,608.31	0.045	1,809.35	0.050	2,010.38	0.055	2,211.42	0.060	2,412.46
Asst HS IM Advisor Freshman/Sophomore Class Advisor HS Student Council Advisor MS Band MS Vocal Music Newspaper Ski Club Advisor Thespian Advisor														

CO-CONTRIBUTING 403.B ANNUITY PLAN

<u>Current Years of Service</u>	<u>School Board Matching Amount</u>	<u>Number of Years</u>	<u>Board's Total Contribution</u>
29	\$500	1	\$500
28	\$500	2	\$1,000
27	\$500	3	\$1,500
26	\$1,500	4	\$6,000
25	\$1,200	5	\$6,000
24	\$1,000	6	\$6,000
23	\$900	7	\$6,300
22	\$900	8	\$6,400
21	\$800	9	\$6,750
20	\$750	10	\$7,000
19	\$700	11	\$7,150
18	\$650	12	\$7,200
17	\$600	13	\$7,475
16	\$575	14	\$7,700
15	\$550	15	\$7,875
14	\$525	16	\$8,000
13	\$500	17	\$8,500
12	\$500	18	\$9,000
11	\$500	19	\$9,500
10	\$500	20	\$10,000
9	\$500	21	\$10,500
8	\$500	22	\$11,000
7	\$500	23	\$11,500
6	\$500	24	\$12,000
5	\$500	25	\$12,500
4	\$500	26	\$13,000
3	\$500	27	\$13,500
2	\$500	28	\$14,000
1	\$500	29	\$14,500
0	\$500	30	\$15,000

Steps 15-29 apply only to bargaining unit members employed as of June 30, 1999 representing their documented STRS experience.

All bargaining unit members employed after June 30, 1999 shall receive \$500 per year.

APPENDIX G

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE GUIDELINES

The Perkins Public Schools are an integral part of the community and provide for the intellectual, physical, social, and emotional growth of the people we serve.

Our mission is to:

Provide a safe, positive, learning environment.

Encourage maximum personal growth.

Develop productive and responsible citizens.

A. MEMBERSHIP QUALIFICATIONS

The LPDC shall consist of seven (7) members. A majority shall be teachers (4), two (2) building administrators, and one (1) administrator appointed by the Superintendent.

Teacher membership shall be representative of primary (K-2), intermediate (3-5), middle school (6-8), and high school (9-12). For the purpose of identification as an elementary or secondary, a teacher engaged in both elementary and secondary responsibilities shall be designated at the level at which the majority of their student contact time dictates. Any one so elected shall be allowed to finish the duration of their term despite any transfer, voluntary or involuntary, which takes place prior to the completion of their term.

Committee members who discover they are unable to fulfill their role as an active committee member may withdraw by notifying the chair in writing and shall receive a prorated share of their supplemental salary. A new member elected for a resigning member shall receive a prorated supplemental salary. No reason need be given. Each committee member must have a minimum of three (3) years of professional experience in Perkins Schools.

Committee vacancies among teacher members shall be addressed by the bargaining unit, which shall designate replacement members as necessary. Similarly, the Superintendent shall address administrative vacancies.

Committee members shall be issued a limited supplemental contract subject to their election by the bargaining unit. Each building shall nominate teacher candidate(s) to be elected by the general membership in August or September for teacher committee vacancies.

B. FREQUENCY OF MEETINGS

Committee members shall be compensated pursuant to the supplemental salary for service as committee members.

The Perkins Public Schools LPDC members shall determine the frequency, time, and place of meetings.

Members shall be compensated at Level 14 of the current negotiated agreement.

C. TRAINING

LPDC members shall participate in a maximum of twenty (20) hours of professional development designed to prepare them for their roles as members of the district's LPDC. Training shall include information about Senate Bill 230 requirements, LPDC guidelines, team building, decision-making, and roles and responsibilities. The training shall include evaluation training so the committee can monitor its operation. Training shall be approved by the chairperson.

D. DUTIES

Committee members will serve as staff information contact persons, serve as reviewers of district educator professional development plans for the certificate/license renewal, and suggest necessary professional growth needs for educators.

Members shall conduct business during LPDC meetings using the following rules:

The vote to approve a teacher's renewal of license and/or certificate shall be three (3) teachers and two (2) administrators.

The vote to approve an administrator's renewal of license and/or certificate shall be by three (3) administrators and two (2) teachers.

Committee members may abstain from voting when approving an IPDP or a renewal request from their building.

Approval of all IPDP's is by simple majority.

A quorum shall be six (6) of the seven (7) members in order to conduct LPDC business.

Minutes of all meetings shall be maintained.

E. INDIVIDUAL PROFESSIONAL DEVELOPMENT PLAN (IPDP)

Beginning with the 1998-1999 school year, all district educators, except those working under a permanent certificate/license, will prepare an Individual Professional Development Plan (IPDP) to address their personal, professional, and assigned goal as they relate to student needs, grade level and assignment, building goals, district goals, regional and state performance standards.

Professional development included within an IPDP should reflect the needs of the community, district, building, classroom, and/or individual. The majority of the

professional development indicated in the IPDP should be relevant to current working assignments.

An IPDP will be submitted to the LPDC by the second Friday of October to begin a five-year cycle.

Year one:

- Step 1 Each educator must complete an informal self-assessment.
- Step 2 Each educator may meet with members of a support team (i.e. grade level team member, department head, mentor, etc.) assisting in the development of another's educators IPDP.
- Step 3 By the second Friday in October, each teacher will submit their IPDP to their building administrator for review.
- Step 4 Growth Plan submitted.

Years two, three, four, and five will include a yearly building level reflection/update due by the second Friday in October.

Educators new to the district shall meet with the LPDC committee in late September to complete or review their IPDP. This is during release time.

F. PROCEDURES

A simple majority, three (3) of the five (5) members of the LPDC, must approve all decisions affecting the status of IPDP's, revisions of IPDP's and/or CEU proposals. LPDC members shall review each proposal with respect to the Checklist criteria. Each Checklist item must have 3/5 agreement to be approved. All Checklist items must indicate "yes" to qualify for IPDP approval.

The educator must maintain a log of professional growth activities for his/her own review and for later post-approval by the LPDC prior to the time of the educator's certificate/license renewal. Any changes to the IPDP must be approved by the LPDC prior to implementing the change. It is the responsibility of the educator to maintain a personal record of all locally approved CEU's and university transcripts.

Coursework must conform to the existing negotiated agreement policy for consideration. Other courses/classes/workshops may be submitted as equivalent activities.

Every employee of the Perkins Local Schools Board of Education, holding an Ohio Provisional or Professional certificate(s)/license(s), must have an approved IPDP on file by the second Friday of October, 1998.

Any submitted proposal deemed unreadable by the LPDC shall be returned to the person submitting the proposal without review. The proposal may be resubmitted in appropriate form for consideration at the next regularly scheduled LPDC meeting.

IPDP's are to be returned within five (5) working days after the LPDC has reviewed the plan.

IPDP's which are denied may be resubmitted with modifications, or they may be appealed.

IPDP's must be submitted on the forms prescribed by the LPDC.

Coursework and Ohio Department of Education (ODE) approved CEU's must be from ODE accredited providers and must have been earned during the life of the certificate or license to be renewed.

Reimbursement for tuition or movement on the salary schedule as part of the district's negotiated agreement is not related to LPDC approval of coursework or CEU's for renewal purposes.

Coursework, CEU classes/workshops, and/or equivalent activities completed prior to July 1, 1998 shall be accepted if included in the applicant's IPDP.

G. APPEALS

An appeals process is available for any IPDP or section of an IPDP not approved by the LPDC. All appeals correspondence must be directed to the LPDC.

The appeals process is as follows:

- Step 1: If the IPDP is rejected by the LPDC, the educator shall be given a copy of the IPDP Review Criteria with the reasons for rejection clearly indicated. Educators may then submit a revised plan prior to the next regularly scheduled LPDC meeting.
- Step 2: If the plan is rejected following Step 1, the educator may request reconsideration through a personal explanation to the LPDC within five (5) working days of the rejection in Step 1.
- Step 3: If lack of approval still exists, the educator may request the formation of a three-person appeals panel consisting of:
 - 1 certificated/licensed educator selected by the educator;
 - 1 certificated/licensed educator selected by the LPDC;
 - 1 certificated/licensed educator mutually agreed upon by the educator and the LPDC.

The appeal's panel is the final step in local resolution to the appeal. The Ohio Department of Education as the administrative agency of the Ohio State Board of Education is the issuing authority for educator certificates and licenses.

H. RECIPROCITY

Previously employed new hires that hold an Ohio Certificate/License and who have had coursework/activities approved by their prior LPDC during the current renewal cycle shall have that coursework/activities approved by the Perkins LPDC when accompanied by supporting documentation.

I. CREDITS

Units may be granted if they support an individual's Professional Development Plan that is based on the Ohio Department of Education's Teacher Education and Licensure Standards (Administrative Code, Chapter 3301-24). Units may not be granted for what is part of your job expectation. Balanced professional growth is dependent upon a variety of experiences, including:

- Courses taken at accredited colleges or universities
- CEU's
- Workshops
- Building/district projects
- Individual projects

Under the standards for license renewal, eighteen (18) professional development units or six (6) semester hours are required.

1 semester hour = 3 CEU units

1 quarter hour = 2 CEU units

10 contact hours = 1 CEU unit for workshop/project experiences

To nurture the development of master teachers with expansive liberal arts knowledge, the LPDC has set limits on the following areas:

- The number of units earned during student attendance days is two (2) units per year
- The number of units that can be earned from locally developed initiatives (i.e. summer writing, district workshops) is two (2) units per year
- The number of units that can be earned from individual projects is two (2) units per year
- Year refers to growth plan year, March-March, overlapping experiences may be assigned to either year.

Units will be granted according to how they support an individual's IPDP in one (1) or more of the following areas, but not limited to:

Subject matter	Student learning	Diversity of learners
Planning instruction	Instructional strategies	Learning environment
Communication	Assessment	Student support



**Huron-Erie School Employee
Insurance Association - Wellness Plan**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26 / Removal upon End of Month	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
Wellness Plan (without buy-down) Deductible - Single/Family ^{1**}	\$750 / \$1,500	\$750 / \$1,500
Wellness Plan (buy-down) Deductible - Single/Family ^{1*}	\$500 / \$1,000	\$500 / \$1,000
<i>Requirements for Wellness Plan Buy-Down (Deductible change occurs on calendar year basis)</i>	<i>Complete Screening and/or Physician form and Health Assessment – November 1st.</i>	<i>Complete Screening and/or Physician form and Health Assessment – November 1st.</i>
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,000 / \$2,000* \$750 / \$1,500**	\$2,500 / \$5,000* \$2,250 / \$4,500**
Coinsurance Out-of-Pocket Maximum (Including Deductible) – Single/Family	\$1,500 / \$3,000* \$1,500 / \$3,000**	\$3,000 / \$6,000* \$3,000 / \$6,000**
Maximum Coinsurance Out-of-Pocket (COOP) ⁷ (Medical copays paid once deductible and coinsurance out-of-pocket maximum have been met) – Single/Family Effective 01/01/14	\$1,500 / \$3,000* \$1,500 / \$3,000**	\$3,000 / \$6,000* \$3,000 / \$6,000**
Physician/Office Services		
Office Visit (Illness/Injury) ^{2, 7}	\$25 copay, then 100%	\$25 copay, then 70%
Specialist Office Visit ^{2, 7}	\$40 copay, then 100%	\$40 copay, then 70%
Urgent Care Office Visit ^{2, 7}	\$40 copay, then 100%	\$40 copay, then 70%
Preventive Services		
Preventive Services, in accordance with federal law ⁶	100%	70% after deductible
Routine Physical Exams	100%	\$25 copay, then 70%
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (Birth to age 21- Unlimited)	100%	\$25 copay, then 70%
Routine Mammogram (One per benefit period)	100%	70% not subject to deductible
Routine Pap Test (One per benefit period)	100%	70% not subject to deductible
Routine Prostate Specific Antigen (PSA)	100%	70% not subject to deductible
Routine Endoscopies	100%	70% not subject to deductible
All Routine X-rays, Medical Tests and Laboratory Tests	100%	70% not subject to deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical & Occupational Therapy - Facility and Professional (40 visits combined per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	50% after deductible	50% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room ^{3,7}	\$100 copay, then 100%	
Non-Emergency use of an Emergency Room ^{4,7}	\$200 copay, then 90%	\$200 copay, then 70%



**Huron-Erie School Employee
Insurance Association
High Deductible Health Plan**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26 / Removal upon End of Month	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
High Deductible (without buy-down Health Plan - Single/Family) ^{1**}	\$4,000 / \$8,000	\$4,000 / \$8,000
High Deductible Plan (buy-down) Deductible - Single/Family ^{1*}	\$3,750 / \$7,500	\$3,750 / \$7,500
<i>Requirements for Buy-Down (Deductible change occurs on calendar year basis)</i>	<i>Complete Screening and/or Physician form and Health Assessment – November 1st.</i>	<i>Complete Screening and/or Physician form and Health Assessment – November 1st.</i>
Coinsurance	70%	50%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$2,500 / \$5,000* \$2,250 / \$4,500**	\$6,250 / \$12,500* \$6,000 / \$12,000**
Coinsurance Out-of-Pocket Maximum (Including Deductible) – Single/Family	\$6,250 / \$12,500* \$6,250 / \$12,500**	\$10,000 / \$20,000* \$10,000 / \$20,000**
Maximum Coinsurance Out-of-Pocket (COOP) ⁷ (Medical copays paid once deductible and coinsurance out-of-pocket maximum and copays) Single/Family Effective 01/01/14	\$6,250 / \$12,500* \$6,250 / \$12,500**	\$10,000 / \$20,000* \$10,000 / \$20,000**
Physician/Office Services		
Office Visit (Illness/Injury) ^{2, 7}	\$50 copay, then 100%	\$50 copay, then 50%
Specialist Office Visit ^{2, 7}	\$100 copay, then 100%	\$100 copay, then 50%
Urgent Care Office Visit ^{2, 7}	\$100 copay, then 100%	\$100 copay, then 50%
Preventive Services		
Preventive Services, in accordance with federal law ⁶	100%	50% after deductible
Routine Physical Exams	100%	\$50 copay, then 50%
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (Birth to age 21- Unlimited)	100%	\$50 copay, then 50%
Routine Mammogram (One per benefit period)	100%	50% not subject to deductible
Routine Pap Test (One per benefit period)	100%	50% not subject to deductible
Routine Prostate Specific Antigen (PSA)	100%	50% not subject to deductible
Routine Endoscopies	100%	50% not subject to deductible
All Routine X-rays, Medical Tests and Laboratory Tests	100%	50% not subject to deductible
Outpatient Services		
Surgical Services	70% after deductible	50% after deductible
Diagnostic Services	70% after deductible	50% after deductible
Physical & Occupational Therapy Facility and Professional (40 visits combined per benefit period)	70% after deductible	50% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	50% after deductible	50% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	70% after deductible	50% after deductible
Cardiac Rehabilitation	70% after deductible	50% after deductible
Emergency use of an Emergency Room ^{3, 7}	\$300 copay, then 100%	
Non-Emergency use of an Emergency Room ^{4, 7}	\$300 copay, then 70%	\$300 copay, then 50%



**Huron-Erie School Employee
Insurance Association
Prescription Drug Program
Wellness Plans**

Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26 / Removal upon End of Month	
Over the Counter Drugs (Retail Only)		
Proton Pump Inhibitors (i.e., Prilosec OTC – Omeprazole) ¹	\$0	30
Retail Program		
Immunization and Generic Contraceptives ²	\$0	N/A
Generic Copayment	\$7.50	30
Formulary Copayment	\$25	30
Non-Formulary Copayment	\$50	30
Home Delivery Program		
Generic Copayment	\$15	90
Formulary Copayment	\$50	90
Non-Formulary Copayment	\$100	90

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

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

- Diabetic Supplies
 - Retail: only needles/syringes are covered
 - Home Delivery/Mail Order: all diabetic supplies are covered, including needles/syringes, blood/urine test strips, lancets, alcohol swabs/wipes
- Coverage Management Programs included – Prior Approval, Step Therapy and Quantity Duration.
- Mandatory Mail Order Program – when a member chooses to fill a prescription a third time at a retail Pharmacy, it will be denied and the member will be liable for the full cost of the prescription drug.

Important Information for Diabetics: you may be able to obtain diabetic supplies at no cost to you by participating in MMO's Diabetes Advantage program. If you have questions about the program and/or wish to enroll, please call 1-800-861-4826.

¹ Proton Pump Inhibitors (PPI's) are a class of drugs that inhibit gastric acid production and are used to treat a variety of gastrointestinal conditions.

² Coverage includes Preventive Medications, in accordance with Federal Law.



**Huron-Erie School Employee
Insurance Association
Prescription Drug Program
High Deductible Health Plan**

Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26 / Removal upon End of Month	
Over the Counter Drugs (Retail Only)		
Proton Pump Inhibitors (i.e., Prilosec OTC – Omeprazole) ¹	\$0	30
Retail Program		
Immunization and Generic Contraceptives ²	\$0	N/A
Generic Copayment	\$10	30
Formulary Copayment	\$50	30
Non-Formulary Copayment	\$100	30
Specialty Copayment	\$200	30
Home Delivery Program		
Generic Copayment	\$20	90
Formulary Copayment	\$100	90
Non-Formulary Copayment	\$200	90
Specialty Copayment	\$400	90

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

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- Coverage Management Programs included – Prior Approval, Step Therapy and Quantity Duration.
- Mandatory Mail Order Program – when a member chooses to fill a prescription a third time at a retail Pharmacy, it will be denied and the member will be liable for the full cost of the prescription drug.

Important Information for Diabetics: you may be able to obtain diabetic supplies at no cost to you by participating in MMO's Diabetes Advantage program. If you have questions about the program and/or wish to enroll, please call 1-800-861-4826.

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² Coverage includes Preventive Medications, in accordance with Federal Law.



Huron Erie School Employee Insurance Association



Traditional Dental With Orthodontia

Benefits	
Benefit Period	January 1 st through December 31 st
Dependent Age Limit	23 dependent / 26 student Removal upon End of Calendar Year
Benefit Period Maximum (per member)	\$1,000
Benefit Period Deductible (Single / Family) ¹	\$25 / \$50
Orthodontic Lifetime Maximum	\$1,500
Preventive Services	
Oral Exams – two per benefit period	100%
Bite Wing X-Rays – two sets per benefit period	100%
Diagnostic X-Rays – including Full Mouth/Panorex, which are limited to one every 36 consecutive months	100%
Prophylaxis (cleaning) – two per benefit period	100%
Fluoride Treatment – one treatment per benefit period	100%
Sealants – limited to eligible dependents up to age 14	100%
Tests and Lab	100%
Space Maintainers- limited to eligible dependents up to age 19	100%
Emergency Palliative Treatment – includes emergency oral exam	100%
Essential Services	
Consultations and Other Exams by Specialist	80% after deductible
Minor Restorative Services	80% after deductible
Endodontics/Pulp Services	80% after deductible
Therapeutic Injections	80% after deductible
Periodontal Services	80% after deductible
Repairs, Relines & Adjustments of Prosthetics	80% after deductible
Simple Extractions	80% after deductible
Impactions	80% after deductible
Minor Oral Surgery Services	80% after deductible
General Anesthesia	80% after deductible
Complex Services	
Gold Foil Restoration	60% after deductible
Inlays, Onlays – one every five years	60% after deductible
Crowns – one every five years	60% after deductible
Bridgework (Pontics & Abutments) – one every five years	60% after deductible
Partial and Complete Dentures – one every five years	60% after deductible

Benefits	
Orthodontic Services	
Orthodontic Diagnostic Services	60%
Minor Treatment for Tooth Guidance	60%
Minor Treatment for Harmful Habits	60%
Interceptive Orthodontic Treatment	60%
Comprehensive Orthodontic Treatment	60%

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

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

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

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

EXPENSE REIMBURSEMENTS

TRAVEL POLICY

1. ELIGIBLE EXPENSES

Activities which justify the reimbursement of travel expenses include the conduct of District errands, transactions of District business, and attendance at District meetings, workshops, conferences, or other selected educational/professional functions related to the Staff member's job.

2. PERSONAL VEHICLES/MILEAGE REIMBURSEMENT

The District will reimburse a Staff member for the use of personal vehicles for District business at the current IRS mileage allowance rate adopted by the IRS and effective on July 1 of each year.

3. CARPOOLING

Carpooling is required whenever feasible.

4. MEALS

Certified employees will be reimbursed up to one hundred ten percent (110%) of the maximum CONUS (Continental United States) per diem rates for federal travel customers per day for meals. Certified employees are reimbursed with bona fide documentation for gratuities for any meals while on professional leave in the performance of their duties within the limits of prior approved meal reimbursements.

On partial days of a multiple day meeting/workshop/conference (first day of travel and last day of travel), the District will pro rate the amount of reimbursement.

If a certified employee is attending a one-day meeting and is approved for overnight lodging, the day prior to the meeting, the employee will be reimbursed for meals the day of the meeting only.

When a certified employee is attending a workshop/seminar/conference where some meals are provided as part of the professional development activity, the certified employee will be reimbursed up to one-half (1/2) or one hundred ten percent (110%) of the maximum CONUS (Continental United States) per diem rates for federal travel customers per day for meals.

5. LODGING

Reimbursement is allowable for lodging expenses associated with attendance at out-of-area conferences or meetings. Reimbursement will not exceed conference lodging rate [if accommodations are available at conference related lodging establishment]. If conference-related accommodations are not available, reimbursement will not exceed one hundred ten percent (110%) of conference lodging.

For one-day meetings within a seventy-five (75) mile radius of the District, reimbursement for lodging will NOT be granted for overnight lodging. For one-day meetings within a one hundred fifty (150) mile radius of the District, reimbursement for lodging may be granted if the overnight stay is justified based on early morning or late hour attendance requirements. The Superintendent must preauthorize such overnight stay.

For multi-day meetings within a seventy-five (75) mile radius of the District, reimbursement will be granted for overnight lodging for nights inclusive of the multi-day meeting. For multi-day meetings within a one hundred fifty (150) mile radius of the District, reimbursement for lodging will be granted with the inclusion of the night before or after the workshop/seminar as justified by early morning or late hour attendance requirements.

6. OTHER TRANSPORTATION COSTS

Other transportation costs which may be reimbursed are parking charges, transportation fares, and tolls. Receipts must be attached to the "Application for Professional Travel Reimbursement" form #005 for reimbursement.

7. EXPENSE REIMBURSEMENT

Mileage and travel costs must be listed on the "Application for Travel Reimbursement" form #005. A Staff member will submit all receipts with forms to the Treasurer within twenty-one (21) calendar days following the end date of the leave. Proof of attendance at a seminar/workshop must be submitted with the "Application for Travel Reimbursement". Under no circumstances will reimbursements be made without a receipt.

8. CONFERENCE REGISTRATION FEES:

Conference and convention registration fees are reimbursable as a miscellaneous expense on the travel expense voucher.

9. CANCELLATIONS

A Staff member will be responsible for the costs incurred by unreasonable failures to cancel conference/seminar, transportation or hotel reservations. If there are extenuating

circumstances, a Staff member must provide documentation in writing to the Superintendent. The Superintendent is the authorized administrator to approve whether or not the explanation his viable.

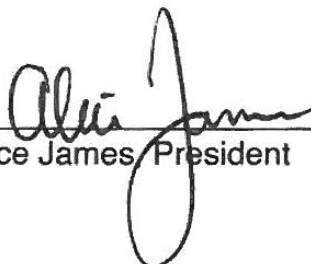
10. EXAMPLES OF NON-REIMBURSABLE EXPENSES INCLUDE BUT ARE NOT LIMITED TO:

- Gratuities in Excess of fifteen percent (15%)
- Personal telephone calls
- In-room movie rentals/airline headsets
- Alcoholic beverages
- Meals for relatives and friends
- Fines for automobile violations
- Lost or stolen tickets, cash or property
- Coat check
- Late checkout and room guaranteed charges
- Entertainment
- Keys locked in personal automobile
- Laundry and dry cleaning
- Personal automobile accident insurance
- Tobacco products
- Towing personal automobile
- Costs incurred by unreasonable failures to cancel transportation or hotel reservations
- Travel accident insurance premiums/travel insurance e.g., baggage insurance, airline ticket insurance, etc.
- Expenses not directly related to the performance of the travel assignment
- Excessive costs, such as those caused by circuitous routes or luxury services or accommodations

Please check with the Treasurer if you are in doubt about reimbursable expenses. The Superintendent may grant variances in special circumstances.

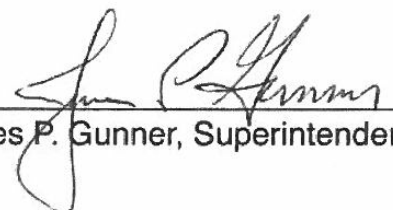
NOTE: Gratuities in excess of fifteen percent (15%) will be eligible for reimbursement if dinning establishment automatically includes higher gratuity percentage as standard policy [i.e. large party standard gratuity of twenty percent (20%)]

Perkins Education Association



Alice James, President

**Perkins Local School District Board
of Education**



James P. Gunner, Superintendent