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***Mission Statement***

*Inspire all students to achieve personal excellence, pursue world-class standards and be self-directed, lifelong learners.*

**AN AGREEMENT BETWEEN**

**THE PERRY CLASSROOM TEACHERS ASSOCIATION**

**and**

**THE PERRY BOARD OF EDUCATION**

**for the**

**Contract Years**

**2020-2021**  
**2021-2022**  
**2022-2023**

**Modified and extended through June 30, 2026**



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ARTICLE I  
AGREEMENT

- A. PURPOSE
- B. RECOGNITION AND ASSOCIATION RIGHTS
- C. ASSOCIATION RIGHTS AND RESPONSIBILITIES
- D. MANAGEMENT RIGHTS
- E. NEGOTIATIONS PROCEDURE
- F. PROVISIONS CONTRARY TO LAW
- G. DURATION AND ACCEPTANCE

## ARTICLE I

### NEGOTIATIONS AGREEMENT

#### I-A PURPOSE

The purpose of this Agreement is (1) to provide better understanding between the Board and the teachers; (2) to spell out the responsibilities for both parties; and (3) to set a basis for settling matters of concern which fall within the scope of bargaining as established by the Ohio Public Employees Collective Bargaining Law.

#### I-B RECOGNITION AND ASSOCIATION RIGHTS

1. The Perry Board of Education (Board) recognizes the Perry Classroom Teachers Association (PCTA) as the sole and exclusive bargaining agent for the duration of this Contract.
2. As the recognized agent, PCTA shall represent all regular professional certificated/licensed staff members, including tutors, long-term and permanent building substitutes, hereinafter called "teachers", excluding those staff members who, by nature of their assignment, are legally required to hold administrative certificates/licensures.

Long term substitutes shall be teachers with an assignment to one (1) specific teaching position for a period of sixty (60) days or longer in a single school year. The Board shall not change the assignment without cause so as to avoid achieving bargaining unit status. Long-term substitutes will be placed at BA Step 0 on the salary schedule on the 61<sup>st</sup> day in same teaching position. On the 61<sup>st</sup> day, when the teacher achieves bargaining unit status, he/she shall be eligible for terms and conditions of this Agreement.

Permanent Substitutes shall be teachers who are hired and assigned to specific buildings on an everyday basis for the entire school. Pay rate for Permanent Building Substitutes shall be the same rate as casual substitutes with single health care benefits. Permanent Building Substitutes shall have all teacher rights as stated in Article III A-E, except that permanent substitutes will not accrue seniority or be subject to the formal evaluation process as required by ORC 3319.111.

3. Any change in recognition prior to negotiating a successor Contract shall be done in accordance with the Ohio Public Employees Collective Bargaining Law.

#### I-C ASSOCIATION RIGHTS AND RESPONSIBILITIES

As the sole and exclusive representative of members of the bargaining unit during this agreement, the Association shall have privileges and responsibilities, as below, not provided any other organization alleging representation of members of the bargaining unit.

1. These include the right to annual and continuing payroll deductions of Association dues, fees, political contributions, and assessments authorized by the individual members of the bargaining unit. In addition, the Treasurer/CFO's office will deduct employee-authorized contributions to annuities, credit union, hospital-medical benefits, Flexible Spending Account, life insurance, cancer insurance, and United Way. Such deductions will continue unless authorization is revoked by the employee. It is the employee's responsibility to comply with provisions of the Internal Revenue Code applicable to tax-sheltered annuities. The employee is responsible for any penalty, fee, or cost incurred as a result of participation in a tax-sheltered annuity under this provision.
2. These include the right of the Association President to receive, in a timely fashion, copies of Board agendas, minutes and monthly financial documents, and, upon request, such



other Board materials as are related to a particular purpose of the Association regarding negotiations or grievances, and which are not barred by law.

3. The Association shall review the contents of this Agreement with members of the bargaining unit, who shall be responsible for reading it and being familiar with its contents.
4. The Association has the right to represent bargaining unit members during employer/employee meetings that are grievance meetings or investigatory interviews that might reasonably lead to discipline.

#### I-D MANAGEMENT RIGHTS

As set forth in §4117.08(C) of the Revised Code, the Board possesses the management rights to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

The Board is not required to bargain on subjects reserved to the management and direction of the Board except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement.

#### I-E NEGOTIATIONS PROCEDURE

1. Prior to the first negotiations sessions, items for negotiations will be submitted in writing by the Association to the Superintendent or the Board's designated representative, or by the Superintendent to the President of the recognized organization. The first mutually convenient meeting date shall occur as soon as possible thereafter.
  - a) Consultants may be used if deemed advisable by either party.
  - b) Necessary and qualified clerical assistance may be provided at all meetings. The cost of such clerical assistance shall be borne by the party or parties requesting same.
  - c) As negotiations items receive tentative agreement, they shall be reduced to writing

and initialed by each party before the conclusion of that meeting. Such initializing shall not be binding upon either party until all issues are resolved.

- d) The parties may appoint joint study committees to research, study and develop projects, reports and programs, and to make recommendations on matters under consideration. The committee shall report in writing, all findings to both parties.
  - e) The Board and the Superintendent agree to furnish the Association's negotiation committee, upon request at actual cost and in reasonable time, all available information concerning financial resources of the District and such other non-confidential information as will assist the Association in developing intelligent, accurate and constructive progress on behalf of the teachers, the students and the educational program. Non-confidential information shall consist of the employees' names, years of experience, training, age and items designated as public records.
  - f) The chairperson of either group may caucus that group for independent discussion at any time. Caucuses will be of reasonable length.
  - g) The chairman of either group may call a recess when it appears no more meaningful discussion can be accomplished.
  - h) During the course of negotiations, each party shall have the right to give their respective constituencies periodic updates as to the status of negotiations.
2. All tentative agreements reached through negotiations shall be reduced to writing and submitted to the Association and Board for approval. Following ratification by the Association, the Board shall consider the Contract at their next regular meeting. Once ratified by the Board, the Contract shall then be signed by the parties and shall become legal and binding.

#### I-F PROVISIONS CONTRARY TO LAW

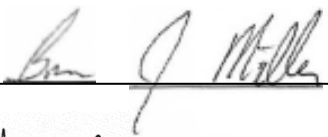
- 1. If any provision of this document or application of the document to any certificated/licensed person or persons shall be found contrary to law, then this provision of application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.
- 2. Any provision found contrary to law shall be renegotiated.

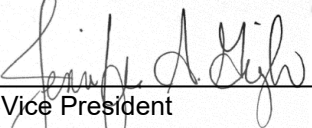
#### I-G DURATION AND ACCEPTANCE

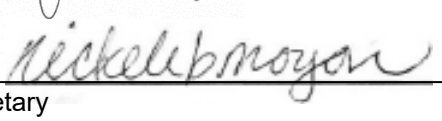
This agreement shall be in effect from July 1, 2020 and during school years 2020-2021, 2021-2022, 2022-2023, and has been modified and extended through June 30, 2026.

During the term of this Agreement, the Association will not engage in any "strike" or "unauthorized strike" and the Board will not engage in any "lockout" as such terms are defined in the Ohio Collective Bargaining Law (ORC Chapter 4117).

PERRY CLASSROOM TEACHERS' ASSOCIATION (PCTA)

  
\_\_\_\_\_  
President

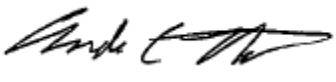
  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Secretary

February 18, 2020

\_\_\_\_\_  
Date Ratified

PERRY BOARD OF EDUCATION

  
\_\_\_\_\_  
Board President

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Chief Financial Officer

February 18, 2020

\_\_\_\_\_  
Board Adopted

**Original signatures are on file.**

ARTICLE II  
GRIEVANCE PROCEDURE

- A. DEFINITIONS
- B. PURPOSE
- C. INFORMAL PROCEDURE
- D. FORMAL PROCEDURE

## ARTICLE II

### GRIEVANCE PROCEDURE

#### II-A DEFINITIONS

A grievance shall mean a claim by one (1) or more bargaining unit members that there has been a violation, misinterpretation, or inequitable application of any provisions of this Agreement.

The term "grievance" shall not apply to any matter to which (a) the method of review is prescribed by law; or (b) the Board is without authority to act.

The term "days" when used in this article shall be school teaching days, except that it shall mean weekdays when schools are in recess, excluding all holidays.

The term "Superintendent" means the Superintendent or his/her designee as law permits.

The term "teacher" means any certified/licensed, non-administrative, or non-exempt employee of the Perry Local School District.

The term "grievant" shall be the teacher who is making the claim. More than one (1) teacher may be listed as the grievant, but in that event, no more than two (2) grievants shall participate as the grievant in meetings with the administration (maximum of three (3) persons if a representative also participates in the group claim).

The term "representative" shall be one (1) person who may be chosen by the grievant to be present in the meetings with the administration. If two (2) teachers or a teacher and a representative are present, two (2) administrators may also be present.

The term EC means Executive Committee of the Perry Classroom Teachers Association.

#### II-B PURPOSE

The purpose of this procedure is to secure at the lowest possible administrative level in the shortest reasonable time, equitable solutions to grievances of all bargaining unit members. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. Time periods indicated at each step must be observed by the grievant in order to proceed. The failure of the Board to make any response within the time indicated shall result in the grievance being automatically advanced to the next level.

#### II-C INFORMAL PROCEDURE

A teacher with a grievance shall, within fifteen (15) days of the event which gave rise to the claim, first discuss it with his/her principal or immediate supervisor, with the objective of resolving the matter informally.

#### II-D FORMAL PROCEDURE

Level One - If the teacher is not satisfied with the outcome of the informal procedure, he/she may present his/her claim as a formal grievance in writing to his/her principal or immediate superior and to the PCTA President within five (5) days after the response at the informal level. The grievance shall state specifically the action or decision being grieved, the section(s) of this Agreement that have been violated, and the relief sought.

The administrator or immediate supervisor shall render his/her decision and the results therefore in writing to the teacher with a copy to the PCTA President within five (5) days after receipt of the written grievance.

Level Two - If the teacher is not satisfied with the disposition of his/her grievance at Level One, he/she may file his/her written grievance with the PCTA President within two (2) days after receipt of the written response.

The Executive Committee shall, within three (3) days after receipt, review the grievance and the answer, and if it deems advisable, refer the matter in writing to the Superintendent or designee via the PCTA President.

The Superintendent or designee and an administrator or immediate supervisor involved shall meet with the teacher and the PCTA President and a representative of the teacher's choice for the purpose of resolving the grievance within three (3) days after receipt of the written response.

The Superintendent or designee and an administrator shall render his/her decision and the reasons therefore in writing to the teacher with copies to the PCTA President and the principal or immediate supervisor involved within three (3) days after this hearing.

Level Three - If the teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within two (2) days, request in writing that the PCTA President submit his/her grievance to the Board through the Superintendent.

The Executive Committee shall review the grievance and the answer within five (5) days after receipt and, if it deems advisable, refer the matter in writing to the President of the Board with copies to all parties directly involved.

The Board in executive session will hear the case within ten (10) days after receipt of the written grievance. The Board will meet with the teacher, the PCTA President, the PCTA Vice President, the teacher's representative, the administrator or immediate supervisor, and the Superintendent/designee. The grievance shall be acted upon by the Board within thirty-five (35) calendar days following the meeting.

The Board shall submit its decision and reasons therefore in writing to all parties directly involved within five (5) days following the formal action.

Level Four - After complying with Levels One, Two and Three, the aggrieved may take whatever action he/she deems legal and necessary.

ARTICLE III  
TEACHER RIGHTS

- A. TEACHER RIGHTS
- B. PERSONNEL FILES
- C. NOTICE OF VACANCY
- D. NEW POSITIONS
- E. DRUG FREE WORKPLACE
- F. EMPLOYMENT OF RETIRED TEACHERS
- G. TUTORS
- H. PHYSICAL / MENTAL EXAMINATIONS

ARTICLE III  
TEACHER RIGHTS

III-A TEACHER RIGHTS

1. No anonymous written or documented oral communication shall be the basis for any portion of an evaluation or entry in the teacher's personnel file. Anonymous is understood as anonymous to both teacher and administration. If the source of the communication is known to the administration, the teacher shall have the right to know the source.
2. Any complaint that is necessary to bring to the teacher's attention shall require the specific nature of the complaint received. When the administration discloses the nature of the complaint, the name of the complainant shall be disclosed unless it is prohibited by law or a Perry staff member. If disciplinary action is taken, the identity of the complainant will be disclosed. A teacher's due process rights shall be protected, and he/she shall be informed of his/her right to Association representation if an investigation interview or meeting might reasonably lead to disciplinary action.
3. Any written formal evaluation of the teacher shall follow the evaluation procedures as required by Ohio Revised Code §3319.11, ORC §3319.111 and ORC §3319.112 the Rules and Regulations of the Perry Local School District not in conflict with ORC §3319.11, ORC §3319.111 and ORC §3319.112. A twenty-four (24) hour notification shall be given to the teacher prior to any review of said evaluation. The notification requirement may be waived by mutual agreement of the teacher and administrator.
4. A teacher may send a reply regarding any written evaluation to the appropriate administrator. Such reply will be attached to the original evaluation.
5. Teachers shall be entitled to the full rights of citizenship.
6. With the permission of the principal, or in his/her absence by the assistant principal or designee, the teacher may leave the building during working hours, so long as such absence does not interfere in any way with his/her professional duties.
7. If a member of the public makes a request to examine a teacher's personnel file, the employee shall be notified of such a request in a timely manner. If the employee wishes to know who has requested to examine the employee's file, said employee is to make a request to the Board office to obtain such information. A meeting may also be arranged between the Superintendent and his/her designee to discuss such a matter.
8. Pursuant to Ohio Revised Code, supplemental contracts shall expire annually on June 30<sup>th</sup> unless otherwise approved by the Board. All supplemental positions shall be subject to performance appraisal on an annual basis.

Assuming a positive performance appraisal, bargaining unit members/holders of supplemental contracts wishing to retain a supplemental contract for the subsequent school year must express their continued interest and intent annually in writing via email to the Administrator in charge of the supplemental prior to the first day of May. Any/all supplemental vacancies as of said date or after shall be posted as vacant via the District email and/or web-site systems. Bargaining unit members wishing to express interest in vacant supplemental positions shall do so in accordance with the posting requirements.

Confirmation of appointment for the supplemental position shall be constituted by the issuance of a supplemental contract. Should a bargaining unit member wish to resign his/her supplemental position thereafter, he/she shall be required to provide written notice



to the Superintendent sixty (60) days prior to the commencement of supplemental activities unless otherwise agreed by the Superintendent. Failure to do so may result in the denial of release from supplemental contract responsibilities.

9. Any member of the certified/licensed staff shall, upon written and timely request, have any and all professional association dues deducted from his/her paychecks by the Board two (2) times each month.
10. All regular teachers will receive Teacher Handbooks by November of each school year. Written bulletins describing any changes will be supplied as necessary.
11. The Board does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected category, in its programs and activities, including employment opportunities. The Board's policies, administrative guidelines, and any revisions will be available on-line via the District web-site.
12. Principals' meetings with the faculty will generally be scheduled with at least two (2) days notice to the faculty. This notice will not be necessary if this meeting is held during teachers' normal working hours or if the meeting is necessary because of an emergency or unanticipated problem.
13. The Board will adopt and provide for each teacher a single general job description for that position.
14. If a teacher feels that a scheduled conference, hearing, or meeting with a non-school employee may be especially negative or unreasonably antagonistic, he/she may request that the administrator allow a representative of the teacher's choice be present.
15. Termination of a teacher's contract shall be in accordance with Ohio Revised Code §3319.16. In cases of misconduct that in the Board's opinion do not warrant termination, the Superintendent, an administrator or his/her designee and/or the Board may issue written-reprimands or disciplinary actions. However, should a suspension of any type be determined it may only be authorized by the Superintendent/designee and/or the Board.
16. The Board shall facilitate and pay for BCI and FBI fingerprinting background checks for each bargaining unit member one (1) time every five (5) years unless otherwise required by law.

### III-B PERSONNEL FILES

1. An official personnel file for all employees shall be maintained at the Perry Board of Education Administrative Office.
2. Examination of File - An employee may examine his/her personnel file upon request and shall be entitled to a copy of any document contained therein. The Board may require that a representative of the administration be present during the examination of the file.
3. Rebuttal to Filed Information - An employee shall be entitled to attach a reply to any document contained in the file.

### III-C NOTICE OF VACANCY

Any vacancy (including a supplemental position) created by resignation shall be reported in the Board minutes published and distributed to staff following each Board meeting. Vacancies, including anticipated new positions, supplemental contract positions, summer school, night school, etc., shall be posted on the District website and all staff e-mail. New positions that are created and filled by an existing member of the bargaining unit shall be considered a transfer and not subject to posting requirements.

Each notice of vacancy will describe the type of position and certification/licensure required. The location of any particular vacancy may be affected by a reassignment made by the Superintendent. The Superintendent will not recommend or designate a permanent replacement for the vacant position until fifteen (15) days following the notice of vacancy. Any vacancy created after May 31<sup>st</sup> and prior to September 1<sup>st</sup> as a result of a resignation will be posted, but shall not be subject to the fifteen (15) day provision stated above.

The purpose of this provision is to allow veteran employees to indicate interest and receive proper consideration for openings in the District. Nothing herein shall require that present employees be favored in final selection over other candidates, nor shall anything herein require the Board to fill any particular vacancy.

### III-D NEW POSITIONS

The Board reserves the right to create new positions for the duration of this contract. If new positions are created, the Superintendent and the PCTA President will negotiate terms, conditions, and salary of the new positions if such positions are represented by this Collective Bargaining Unit Agreement.

If the District establishes a new supplemental, it shall have the right to establish the initial terms and conditions of the supplement, including compensation. These initial terms and conditions shall remain in effect until the expiration of the collective bargaining agreement in effect at the time the new supplemental is created.

Previous positions that currently exist and are not listed in past contracts, and any new positions will be added to this agreement in Article VII.

### III-E DRUG FREE WORKPLACE

No employee of the District shall unlawfully manufacture, distribute, dispense, possess, or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol, or any other controlled substance as defined in Federal and State law, in the workplace. This does not include lawful use of prescription drugs.

“Workplace” is the site for the performance of any work done in connection with the school District. 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 (at other sites off school property) or any school-sponsored or school-related activity, event or function, such as a field trip or athletic event in which students are under the jurisdiction of the school authorities.

Application of this provision to be as follows:

1. No employee shall be asked to submit to testing for alcohol or substance abuse unless just and sufficient cause has been objectively found by at least two (2) employer representatives.
2. All chemical testing shall come under the control and supervision of a physician, with

employee confidentiality protected in accordance with the medical review officer manual as developed by National Institute on Drug Abuse (Published September 1988).

3. Chemical testing shall be performed only by laboratories listed by the U.S. Department of Health and Human Services in its most current "list of laboratories which meet minimum standards to engage in urine drug testing for federal agencies," as set forth in the Federal Register.
4. Except as otherwise provided, all drug testing shall, as a minimum, be conducted in accordance with the U.S. Department of Health and Human Services "Mandatory Guidelines for Federal Workplace Drug Testing Programs", as set forth in the Federal Register. In addition to the guidelines, urine samples shall be separated into two (2) containers at the time of sample donation. One (1) portion of the original urine sample shall be kept secure and chemically stable and made available for verification of laboratory testing results as provided in paragraph 8. All alcohol testing shall, as a minimum, include the use of "evidential-grade breath alcohol analysis devices." Moreover, where a confirmatory test is performed directly on blood, one (1) portion of the sample shall be kept secure and chemically stable and made available for verification of laboratory testing results as provided in paragraph 8.
5. No adverse action or discipline shall be taken against any employee on the basis of an unconfirmed "positive" result of a drug or alcohol test. Confirmation of positive drug test results shall be conducted using the gas chromatography mass spectrometry (GCMS) method or other method which may be subsequently recognized by the U.S. Department of Health and Human Services as the state of the art for validity and accuracy of drug testing results. Confirmation of positive alcohol test results shall be conducted using a second breath sample and a second analytic device. In addition, at the option of the employee, a further confirmatory test shall be performed on a blood specimen using the gas chromatography method or other method which may subsequently be recognized by the U.S. Government as the state-of-the-art validity and accuracy of alcohol testing results.
6. A "positive" drug test result shall mean test levels on both the screening test and the confirmatory test that are recognized as positive by the U.S. Department of Health and Human Services in its mandatory guidelines for federal workplace drug testing programs or in a subsequently issued rule or regulation issued by the agency. A "positive" alcohol test result shall mean test levels on both the initial test and the confirmatory tests that are officially recognized as positive by applicable federal, state or local governmental authority.
7. In the case of a "positive" test result, the employee shall be so advised by the Board's medical review officer, on a confidential basis prior to the reporting of the results to the Board, and the employee shall have the right to discuss and explain the results, including the right to advise the Board's medical review officer of any medication prescribed by his/her own physician, which may have affected the results of the test.
8. An employee testing "positive" shall have the right to have the secured portion of his/her urine or blood sample independently retested by a HHS-certified laboratory of his/her choice at his/her expense. If the independent retest is "negative", the employee shall be permitted to resume work immediately and be reimbursed for the cost of such independent test.
9. The Board shall establish or become a participant sponsor in an employee assistance and counseling program which provides private drug counseling, employee assistance, rehabilitation and other drug and alcohol abuse testing programs to employees. Employees who have tested "positive" under these procedures may accept a referral, at the Board's expense, to such program.

10. Any discipline or adverse action imposed by the Board as a result of this drug and alcohol program, including the results of chemical testing, shall be subject to grievance procedures as provided in this Agreement.
11. No employee shall be required to sign any waiver limiting the liability of the Board or any firm, laboratory, or person involved in the decision to test, or involved in the testing program and procedures.
12. The PCTA or its affiliates are not responsible for ascertaining the drug-free or alcohol-free status of an employee.
13. The Board agrees to indemnify and hold the PCTA, and its affiliates, harmless from any and all claims, causes of action, liability, fees or costs that may result from, or be imposed upon the PCTA, or its affiliates, as a result of the operation and application of this alcohol and substance abuse testing program. The Board also agrees and covenants not to engage in any litigation against the PCTA or its affiliates, as a result of the implementation, operation and application of the alcohol and substance abuse program.
14. Disciplinary actions.
  - a) The first time an employee violates the drug free workplace policy concerning self-use, he/she shall be referred to a drug rehabilitation program and counseling, if he/she has tested positive in accordance with the above guidelines. While in the drug rehabilitation program, the employee will be allowed to use sick days to cover the length of the program and will retain his/her benefits under the contract.
  - b) A second offense shall result in referral to a drug rehabilitation program and suspension from his/her teaching duties without pay for fifteen (15) days. Again, while in the program, the employee will be allowed to use sick days to cover the length of the program and will retain benefits during the time of the program and during suspension.
  - c) The third offense may result in termination.
  - d) Selling or distributing of illegal drugs by an employee will subject that employee to the federal, state and local laws that cover such activity and may result in termination.

### III-F EMPLOYMENT OF RETIRED TEACHERS

1. Salary
  - a) Retired teachers employed by the Board shall be placed on the teacher's salary schedule and advance in typical fashion from step to step.
  - b) The initial placement on the teacher's salary schedule of a retired teacher who the Board chooses to employ shall be at Step 5 of the academic training column that corresponds to the level of the retired teacher's education.

#### 2. Contract of Employment

Retired teachers who are employed by the Board shall receive one-year limited contracts of employment. Such contracts shall automatically terminate at the end of each school year without further action, notice or procedure by the District. Continued employment from contract to contract will be solely at the discretion of the Board. A retired teacher

employed by the Board shall be ineligible for a continuing contract of employment, regardless of years of service with the District.

3. Supplemental Contracts

Retired teachers who are employed by the Board shall be eligible for supplemental contracts at the sole discretion of the Superintendent.

4. Leaves of Absence

Retired teachers employed by the Board shall receive the leaves provided in Article VIII of this Agreement. Retired teachers employed by the Board shall not be eligible for sabbatical leave or the visitation policy as provided in Article IX. Retired teachers employed by the Board are eligible for benefits of professional meetings and in-service meetings provided for in Article IX. In no event shall leave extend beyond the retired teacher's employment contract term.

5. Reduction in Force/Seniority

Retired teachers employed by the Board shall have no seniority in the bargaining unit and shall not accumulate seniority for any purpose. Retired teachers employed by the Board shall have no right to displace or bump, nor any right of recall in the event of a reduction in force.

6. Evaluation

- a) The evaluation procedures shall be in accordance with Ohio Revised Code Sections 3319.111 and §3319.112.
- b) The Principal or other designated building administrator may evaluate retired teachers employed by the Board in writing on an annual basis.
- c) Failure to evaluate or to follow negotiated or statutory practice or procedures shall not be a basis for automatic reemployment of a retired teacher.

7. Severance Pay

A retired teacher employed by the Board shall not receive severance pay.

8. Insurance

- a) Retired teachers employed by the Board shall accept insurance benefits through STRS to ensure insurance coverage, when permitted by law.
- b) Retired teachers who are employed by the Board and who are eligible for the insurance fringe benefits provided for in Article VI of this Agreement may receive such insurance solely at the retired teacher's expense.

9. Tuition Reimbursement

Retired teachers employed by the Board are not eligible for the tuition reimbursement provided for in Article V-J of this Agreement.

10. Waiver/Supersede Contrary Provisions

The parties agree that to the extent the provisions of this Article conflict with or contradict

other provisions in this Agreement and/or state law, specifically including, but not necessarily limited to, Ohio Revised Code Sections 3317.13, 3317.14, 3319.07, 3319.08, 3319.09, 3319.11, 3319.111, 3319.112, 3319.15, 3319.16 and 3319.17, the terms of this Article prevail and will be applied to retired teachers employed by the Board.

**III-G TUTORS**

1. Academic Intervention, Special Education, and/or English as a Second Language (ESL) tutors will be paid pursuant to the following tutor schedule.

Tutor	FY 20-21	FY 21-22	FY 22-23
0	\$33,014	\$33,675	\$34,348
1	\$34,968	\$35,667	\$36,380
2	\$36,921	\$37,659	\$38,413
3	\$38,875	\$39,653	\$40,446
4	\$40,830	\$41,646	\$42,479

Tutor	FY23-24	FY24-25	FY25-26
0	\$ 35,035	\$ 35,736	\$ 36,450
1	\$ 37,108	\$ 37,850	\$ 38,607
2	\$ 39,181	\$ 39,965	\$ 40,764
3	\$ 41,255	\$ 42,080	\$ 42,922
4	\$ 43,329	\$ 44,195	\$ 45,079

2. Tutors shall possess the proper certification/licensure to perform the duties of their position, including any such requirements to be highly qualified if applicable.
3. Tutors are eligible for health care benefits pursuant to the terms and conditions of this Agreement. Said benefits shall be prorated if the tutor is employed in any capacity less than full-time. Full-time status shall be 188 days/8 hours per day in the school year.
4. Tutors are required to participate in evening parent conferences, curriculum nights, open house, professional development opportunities, etc.
5. Tutors will not be eligible for tenure or continuing contracts with the District under Revised Code Section 3319.11.
6. Tutors will not have any rights to bump any teacher, whether full-time or less than full-time, in the event of reduction in force.
7. Tutors shall not be deemed eligible to participate in the provisions of this Agreement unless the specific article or section so provides for their participation. Tutors are covered under Articles I, II, III, VIII, XI, and Article V-E, V-F, V-G, V-H, V-J and Article VI-A, VI-B and VI-E.
8. In order to be credited as a full year of experience, a year of teaching service must have consisted of at least 120 days under a teacher's contract as verified by the State Teachers' Retirement System or other official evidence approved by the Superintendent.

**III-H PHYSICAL / MENTAL EXAMINATION**

If documented deficiencies exist, the Superintendent may require of any employee a certificate (note, slip, form, letter, memo, etc.) from an appropriately licensed physician that he/she is physically or mentally qualified to continue his/her prescribed duties in the Perry Local School System. The examination may be made by the employee's own physician, but the Board of

Education reserves the right to request that it be made by an appropriately licensed physician designated by the Board. The Board shall pay all necessary costs of the Board's examining physician under these circumstances. Decisions regarding a requirement for a teacher to submit to an examination shall not be made in an arbitrary and capricious manner.

ARTICLE IV

WORK YEAR AND WORK DAY

- A. WORK YEAR
- B. WORK DAY
- C. CLASS COVERAGE
- D. PLANNING / PLC TIME
- E. OVERSIGHT INSTRUCTION



ARTICLE IV

WORK YEAR AND WORK DAY

IV-A WORK YEAR

The parties agree that the basic work year will consist of 188 days for the duration of this contract. However, should the Board deem it necessary to reschedule any work days lost for weather or other reasons, the first five (5) will not require make-up days; the next three (3) days will be blizzard bags. Further days may be made-up at the discretion of the Board of Education. These days will be made up without additional salary for members of the teaching staff.

Contract Years	Work Days	Teacher Prep Days	Parent Conferences Compensatory Day	Professional Days	Total Work Year
2020-2023	180	2	1	5	188
2023-2026	180	2	1	5	188

Professional Development Days shall be from 8:00 a.m. to 3:00 p.m. with a one (1) hour lunch. It will be a goal to provide a minimum of two (2) hours for teacher application and reflection. Teachers will work within his/her assigned PLCs, if applicable. Tutors and other staff members will participate in PD opportunities based on District goals and positions. LPDC and Teacher Leaders will continue to assist Administration in the design of the PD days.

On the final student day of each semester, students will be released early from school (1/2 day). Teachers will have the remainder of each of those days for grading and reporting.

NEOEA Day is not included in the District calendar and shall not be a contractual work day for bargaining unit members.

IV-B WORK DAY (8 Hours)

Prior to the implementation of any changes to the instructional and planning time below for any future school year, the administration will collaborate with PCTA to discuss how these changes will be implemented.

1. Lunch
  - a) The full-time teacher work day shall be eight (8) hours including a duty-free lunch time of at least thirty (30) minutes.
2. Additional Flex Time (Teacher time before or after student hours):
  - a) It shall be the goal of the administration to limit scheduled meetings which utilize the flexible time outside of the student day to two (2) meetings per week. It is understood however, that at times meetings must be held at this time to accommodate parent/student needs and it is expected that teachers necessary in this process will attend the meetings.
  - b) In order for students or parents to have access to teachers outside of scheduled class time, it is necessary to do so prior to or after the school day. For this reason, teachers shall maintain balance and flexibility in making themselves available at these times. Teachers shall refrain from making themselves available exclusively to the morning or afternoon pre- or post-school day.
    - i. The teachers and/or administrators who call such meetings shall try to have a mutually agreeable time for such meetings, but it is understood that teachers with other supplemental responsibilities are obligated to attend such meetings in lieu of

supplemental responsibilities unless there is no other person available to carry on the duties contained in the supplemental.

- ii. It is further understood that teachers shall be required to attend such meetings or make themselves available for meetings both before and after school in respect to their eight (8) hour day.

c) Evening Activities: NOTE \*(Outside the 8 hour day)

- i. Teachers will be expected to continue attending special events such as parent night, orientations, Commencement, etc. with the goal that teachers will attend other events/activities without additional or supplemental pay to demonstrate commitment to students and the community.
- ii. With that said, teachers will be compensated \$36 per event pay for participating in the following:
  - Spirit Buses
  - Registration Night
  - Chaperoning dances
  - (K-4) Grade Level Music Programs
  - Family Fun Night
  - Family Literacy Night

Bargaining unit members who wish to propose additional events qualifying for pay shall discuss the event with the appropriate building level administrator. The building level administrator will present the proposed event to the District Leadership and PCTA Executive Committee for review and consideration. If approved, these additional events will begin being compensated. There will be no compensation for participating in an event prior to its approval.

If a bargaining member holds a supplemental contract for an event, the bargaining unit member will not be eligible for that event pay.

3. Student Contact Time / Class Loads / Preps:

a) Grades (9-12)

- i. Teachers shall have no more than 320 minutes of student instructional time per day. Thirty (30) minutes of this time may be assigned for intervention / enrichment. It is understood that time spent in hallways between class changes, before and/or after school, throughout the building, at bus collection points, walking/transitioning students to another classroom/lunch does not constitute student instructional time but is an expectation within the teacher's eight (8) hour day.
- ii. Teachers shall have a minimum of sixty (60) minutes of daily planning time. Of that time, forty (40) minutes shall be consecutive (not counting travel time). The intent of planning time is for it to occur during the student day. However, in rare situations it may be necessary for the additional twenty (20) minutes of planning beyond the forty (40) consecutive minutes to occur before or after the student day.
- iii. The student day shall be defined by the beginning and ending bell of the buildings that the teacher serves.

b) Grades (5-8):

- i. Teachers shall have no more than 320 minutes of student Instructional time per day. Thirty (30) minutes of this time may be assigned for intervention / enrichment. It is understood that time spent in hallways between class changes, before and/or after school, throughout the building, at bus collection points, walking/transitioning students to another classroom/lunch does not constitute student instructional time but is an expectation within the teacher's eight (8) hour day.
- ii. Teachers shall have a minimum of sixty (60) minutes of daily planning time. Of that time, forty (40) minutes shall be consecutive (not counting travel time). The intent of planning time is for it to occur during the student day. However, in rare situations it may be necessary for the additional twenty (20) minutes of planning beyond the forty (40) consecutive minutes to occur before or after the student day.
- iii. The student day shall be defined by the beginning and ending bell of the buildings that the teacher serves.

c) Grades (K-4):

- i. Teachers shall have no more than 320 minutes of student instructional time per day. It is understood that times spent in hallways between class changes, before and/or after school, throughout the building, at bus collection points, walking/transitioning students to another classroom/lunch does not constitute student instructional time but is an expectation within the teacher's eight (8) hour day.
- ii. Thirty (30) minutes of this time may be assigned for intervention / enrichment. Teachers with a full-time elementary assignment will not be scheduled for student intervention/enrichment outside the student day.
- iii. It will be a goal to keep class size at 20-1 in grades K-2 and 23-1 in grades 3-4.
- iv. Regular classroom elementary teachers shall have a minimum of sixty (60) consecutive minutes of plan time within the student day. Non-regular (i.e. specials) elementary classroom teachers shall receive a minimum of sixty (60) minutes of planning time within the student day; of that time, forty (40) minutes will be consecutive. In rare situations, it may be necessary for the additional twenty (20) minutes of planning beyond the forty (40) minutes to occur before or after the student day.
- v. The student day shall be defined by the beginning and ending bell of the buildings that the teacher serves.

Plan Time

Regular classroom elementary teacher shall have a minimum of sixty (60) consecutive minutes of plan time within the student day. Non-regular (i.e. specials) elementary classroom teachers shall receive a minimum of sixty (60) minutes of planning time within the student day; of that time, forty (40) minutes will be consecutive. In rare situations or may be necessary for the additional twenty (20) minutes of planning beyond the forty (40) minutes to occur before or after the student day.

4. Additional Responsibilities:

- a) To ensure effective supervision and traffic safety, teachers are to remain in their buildings

until all regularly scheduled buses have departed.

- b) Supplementary contract duties may be scheduled during portions of the eight (8) hour day if such activity is reasonable and appropriate for students. It is understood generally, however that for everyday activities such as practices, the eight (8) hour day should be adjusted so that the integrity of the eight (8) hour day is intact.

Additional Stipends:

\$1000 stipend will be paid for the following:

1. Grade 9-12 teacher of record in Language Arts/Math/Social Studies/Science and World Language who have four (4) or more preps during the school year.
2. Grade 5-8 teacher of record in Language Arts/Math/Social Studies/Science and World Language who have three (3) more preps during the school year.
3. Grade 5-12 Specials teachers assigned to six (6) or more preps for the school year.
4. Grade 3-4 regular classroom teachers with class sizes of twenty-six (26) or more students for the school year.
5. Grade K-2 regular classroom teachers with class sizes of twenty-three (23) or more students for the school year.

Exclusions to the above that do not qualify for the \$1,000 stipend:

1. Special Education teachers in a unit classroom.
2. Non-classroom teachers who do not have preps.
3. Classrooms with more than one (1) teacher in the classroom such as co-teaching environments.
4. Independent Studies
5. Classes with less than ten (10) students.

5. Reporting of Grades:

- a) There shall be a minimum of four (4) student days between the close of a grading period and the reporting of grades for teachers to submit grades for each grading period. The goal is to limit the number of meetings during this time. The final grading period of the year will be four (4) calendar days to report grades.

6. Required Building Meetings

- a) Meetings at Perry High, Middle, and Elementary School and K-12 Departments will follow the following schedule:

Weekly PLC (weeks 1-5)	Department PLCs	Facilitator: Teacher Leader
Up to two (2) Staff Meetings per month	Building Topics	Facilitator: Building Administrator or Designee

- b) Monthly Staff Meetings and PLCs shall be up to forty-five(45) minutes in length.
- c) Any changes to the meeting schedule will be discussed with and agreed upon by the PCTA Executive Committee and Administration before any changes are to occur.

IV-C CLASS COVERAGE

There shall be a fixed rate for certified staff who fill in for another teacher if a substitute is needed and is not available. A regularly employed certified staff member shall be reimbursed by the

Board at a rate of \$36 per hour calculated in 10-minute intervals. This applies only if the substituting is done on non-assigned time. Teachers shall not be required to assume responsibility of other classes during their assigned teacher time, except in unanticipated occasions requiring such assignments. A teacher who substitutes during his/her planning period shall be selected on a seniority rotation basis by building. Teachers may pass on their rotation but may be asked to reconsider if a position goes unfilled during the first rotation. A teacher may be directed to cover:

1. after going through the rotation and then asking teachers to reconsider, and
2. if the position remains unfilled, and
3. there are no other foreseeable options.

In addition to the above language, the following parameters shall also apply:

1. It is understood that payment for coverage for teachers utilizing "Infrequent Professional Courtesy" is not allowable.
2. Tutors may be used for class coverage at the same rate as teachers and shall be placed on the bottom of this seniority list by their order of hire for class coverage purposes only.
3. Teachers who have a non-traditional schedule without normal planning time are limited to class coverage limits on the same rotation basis as other teachers but will only be utilized for no more than one (1) rotation schedule per day. The time that these teachers may be asked to cover shall be pre-determined for a specific time schedule per day.
4. This article shall sunset on June 30, 2026, unless mutually extended.

#### IV – D PLANNING / PLC TIME

The Perry Local Schools recognize and support collaboration among staff and administration as an essential element of school improvement. Through a collaborative process, each of the three (3) schools have developed new models for the effective use of time, enhanced delivery of instruction, and sharing of results among staff. In this spirit, it is expected that planning time shall include activities that provide teachers, administrators, and other staff with opportunities to come together to reflect on its work, engage in appropriate learning, and assess its progress.

Planning time shall not be limited to solitary activities of the teacher, but rather shall reflect the belief that individuals in society realize their fullest potential when integrity, cooperation, and mutual respect prevail. This requires people to meet and share thoughts, ideas, and concerns in order to improve teaching and learning. When schedules are not aligned with this ideal, management will work with teachers to limit the number of meetings scheduled during planning time when the teacher informs them they are becoming over scheduled.

#### IV-E OVERSIGHT INSTRUCTION

When the Board contracts for, or receives donations of, instruction from providers who are not in the bargaining unit, and the instruction requires oversight by a certificated/licensed teacher (examples: an unlicensed modern dance instructor teaching dance to a high school physical education class, or online courses that require a local teacher of record), the oversight duties will not count as class time for the teacher providing the oversight. However, if the teacher providing the oversight duties is teaching a full schedule, including a duty period if applicable, she/he will receive a supplemental contract for the oversight duties at a rate to be agreed upon by the Superintendent and the PCTA President.

Any teacher who would like to teach a course in a non-traditional day may offer a course for credit in this manner provided that the Superintendent or his/her designee and/or the building principal of such teacher provide prior approval for this action.

ARTICLE V

SALARY AND COMPENSATION

- A. EMPLOYMENT RESPONSIBILITIES
- B. EXPERIENCE CREDIT
- C. TEACHERS' SALARY SCHEDULE
- D. LONGEVITY BONUS
- E. CERTIFICATION/LICENSURE
- F. COMMITTEE COMPENSATION
- G. STANDARDS BASED INSTRUCTIONAL PRACTICES /  
DISTRICT INITIATIVE TRAINING
- H. AUTOMATIC PAYROLL DEPOSIT
- I. CURRICULUM, INSTRUCTION, AND ASSESSMENT WORK
- J. TUITION REIMBURSEMENT
- K. MILEAGE

## ARTICLE V

### V-A EMPLOYMENT RESPONSIBILITIES

An employee hired or rehired into the bargaining unit shall initially be placed on day-to-day status pursuant to O.R.C. §3319.10 provided, however, that all such employees shall receive placement on the salary schedule and eligible healthcare benefits for the time they are on such status. These employees will receive a conditional offer of employment which shall remain intact until all pre-employment procedures, including the criminal history records check have been completed or for ninety (90) working days, whichever comes first. If the pre-employment procedures are not completed after ninety (90) working days, the employee will receive regular contract status.

If during the pre-employment procedures occurring during the first ninety (90) working days of employment, the Superintendent or his/her designee concludes the employee has misrepresented or falsified any documents or has failed to meet the requirements set forth in O.R.C. 3319.39, the employee shall be released from employment and the conditional offer of employment shall be rescinded. The employee will not be entitled to any termination proceedings under O.R.C. §3319.16 or to any proceeding under the contract or grievance procedure, except as set forth herein. Prior to release from employment, the District will follow these procedures:

1. The District shall use the factors set forth in O.A.C. §3301-20-01 (D) (or such similar provision in the final regulations as adopted by the State Board of Education) in considering whether to release the employee.
2. The employee will be entitled to a meeting or meetings for purposes of being informed of the facts and reasons for the decision to release the employee from employment and to provide the employee an opportunity to rebut or explain any alleged falsifications, misrepresentations or failures to fulfill the requirements of O.R.C. 3319.39.
3. Prior to any of the aforementioned meetings, the employee shall be given a copy of the FBI or BCI report, or such other documentation that indicates there was a falsification in the application process or a failure to fulfill the requirements of O.R.C. 3319.39.
4. The employee shall be informed of his/her right to bargaining unit representation.

If pre-employment criminal history information is received after the first ninety (90) working days and reveals a failure to fulfill the requirements of O.R.C. §3319.39, the employee may be subject to being released from employment. Prior to release from employment, the District will follow the procedures set forth in subsection 1 through 3 above. Further, the employee will not be entitled to any termination proceedings under O.R.C. §3319.16.

If after the employee has been placed on regular contract status, the Board receives information which reveals a failure to meet the requirements of O.R.C. 3319.39 (other than for the reasons set forth in the preceding paragraph), or that the employee may have misrepresented or falsified any documents, that employee's employment may be subject to termination. If the District determines to initiate employment termination for such reason(s), it shall follow the procedures of O.R.C. §3319.16 and the employee shall be entitled to follow these procedures.

## V-B EXPERIENCE CREDIT

For purposes of initial placement on the salary schedule, the Board shall credit each newly employed bargaining unit member with a combined maximum of ten (10) years of teaching and, if applicable, active military service experience earned prior to employment in the District. The Board shall have the authority to make higher initial salary schedule placement for those persons whose area(s) of certification/licensure are in short supply and therefore dictated by market conditions. This authority shall be used sparingly and only when absolutely necessary to assure quality instruction and should be capped at ten (10) years in most cases.

### 1. Teaching service

In order to be credited as a full year of experience, a year of teaching service must have consisted of at least 120 days under a teacher's contract as verified by the State Teachers' Retirement System or other official evidence approved by the Superintendent.

### 2. Creditable teaching service shall include:

- a. All years of teaching service in a public school or chartered, nonpublic school located in Ohio as a teacher certificated/licensed pursuant to §3319.22 of the Ohio Revised Code.
- b. All years of teaching service in a public school in any of the other United States.

### 3. Military Service

- a. The Board shall recognize a maximum of five (5) years of active military service in the armed forces of the United States, including the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia, and the reserve components of the United States Armed Forces.
- b. A partial year of active military service of eight (8) continuous months or more in the armed forces shall be counted as a full year for purposes of salary schedule credit.



V-C TEACHERS' SALARY SCHEDULE

Effective July 1, 2020, all teachers will receive a 3% increase in salary of which 2% will be increased on base salary and 1% shall be paid as a stipend on September 15, 2020; effective July 1, 2021, teachers will receive a 2% increase in base salary; effective July 1, 2022, teachers will receive a 2% increase in base salary.

For advancement to the next column, additional hours must be earned after the award of the indicated degree.

<b>FY 2020-2021 - All Teachers</b>					
<b>Step</b>	<b>BA</b>	<b>BA+ 15</b>	<b>BA+ 30</b>	<b>MA</b>	<b>MA+ 15</b>
0	43,692	45,516	46,365	47,215	49,019
1	45,792	47,799	48,668	49,533	51,363
2	47,896	50,083	50,970	51,853	53,705
3	49,998	52,365	53,273	54,171	56,047
4	52,102	54,650	55,577	56,491	58,390
5	54,204	56,932	57,880	58,808	60,732
6	56,307	59,213	60,183	61,127	63,075
7	58,410	61,496	62,484	63,446	65,416
8	60,513	63,779	64,787	65,763	67,761
9	62,616	66,061	67,091	68,083	70,104
10	64,718	68,345	69,395	70,399	72,446
11	66,820	70,628	71,696	72,718	74,788
12	68,925	72,912	73,998	75,038	77,128
13	71,027	75,193	76,303	77,356	79,472
14	71,027	77,476	78,604	79,674	81,764
15	71,027	77,476	80,907	81,991	84,157
16	71,027	77,476	83,210	84,311	86,499
17	71,027	77,476	83,210	86,630	88,842
18	71,027	77,476	83,210	88,947	91,186
19+	71,027	77,476	83,210	88,947	93,398

<b>FY 2021-2022 All Teachers</b>					
<b>Step</b>	<b>BA</b>	<b>BA+ 15</b>	<b>BA+ 30</b>	<b>MA</b>	<b>MA+ 15</b>
0	44,566	46,427	47,292	48,159	50,000
1	46,708	48,755	49,642	50,524	52,390
2	48,854	51,085	51,990	52,890	54,779
3	50,998	53,412	54,338	55,255	57,168
4	53,144	55,743	56,688	57,620	59,558
5	55,288	58,071	59,037	59,984	61,946
6	57,433	60,397	61,387	62,349	64,336
7	59,579	62,726	63,734	64,715	66,724
8	61,723	65,054	66,083	67,079	69,116
9	63,868	67,383	68,432	69,445	71,506
10	66,012	69,712	70,783	71,807	73,894
11	68,157	72,040	73,130	74,172	76,284
12	70,304	74,370	75,478	76,539	78,671
13	72,447	76,697	77,829	78,903	81,062
14	72,447	79,026	80,176	81,268	83,400
15	72,447	79,026	82,526	83,630	85,840
16	72,447	79,026	84,874	85,997	88,229
17	72,447	79,026	84,874	88,362	90,619
18	72,447	79,026	84,874	90,726	93,010
19+	72,447	79,026	84,874	90,726	95,266

<b>FY 2022-2023 All Teachers</b>					
<b>Step</b>	<b>BA</b>	<b>BA+ 15</b>	<b>BA+ 30</b>	<b>MA</b>	<b>MA+ 15</b>
0	45,457	47,355	48,238	49,122	51,000
1	47,642	49,730	50,634	51,534	53,438
2	49,831	52,106	53,030	53,948	55,875
3	52,018	54,480	55,425	56,360	58,311
4	54,207	56,857	57,822	58,773	60,749
5	56,394	59,232	60,218	61,184	63,185
6	58,582	61,605	62,614	63,596	65,623
7	60,770	63,980	65,009	66,009	68,058
8	62,957	66,355	67,405	68,420	70,498
9	65,145	68,730	69,801	70,834	72,936
10	67,333	71,106	72,198	73,244	75,372
11	69,520	73,481	74,592	75,656	77,810
12	71,710	75,857	76,987	78,070	80,244
13	73,896	78,231	79,386	80,481	82,683
14	73,896	80,606	81,780	82,893	85,067
15	73,896	80,606	84,176	85,303	87,557
16	73,896	80,606	86,571	87,717	89,994
17	73,896	80,606	86,571	90,129	92,431
18	73,896	80,606	86,571	92,541	94,870
19+	73,896	80,606	86,571	92,541	97,172

FY 2023-2024 All Teachers					
Step	BA	BA+ 15	BA+ 30	MA	MA+ 15
0	46,366	48,302	49,203	50,105	52,020
1	48,595	50,725	51,647	52,565	54,507
2	50,828	53,148	54,090	55,027	56,992
3	53,059	55,570	56,533	57,487	59,477
4	55,291	57,995	58,978	59,948	61,964
5	57,522	60,417	61,423	62,408	64,449
6	59,753	62,837	63,867	64,868	66,935
7	61,985	65,260	66,309	67,329	69,420
8	64,216	67,682	68,753	69,789	71,908
9	66,448	70,105	71,197	72,250	74,394
10	68,679	72,528	73,642	74,708	76,880
11	70,910	74,951	76,084	77,169	79,366
12	73,144	77,374	78,527	79,631	81,849
13	75,374	79,796	80,973	82,091	84,337
14	75,374	82,218	83,415	84,551	86,769
15	75,374	82,218	85,860	87,009	89,308
16	75,374	82,218	88,303	89,472	91,793
17	75,374	82,218	88,303	91,932	94,280
18	75,374	82,218	88,303	94,391	96,767
19+	75,374	82,218	88,303	94,391	99,115

FY 2024-2025 All Teachers					
Step	BA	BA+ 15	BA+ 30	MA	MA+ 15
0	47,293	49,268	50,187	51,107	53,060
1	49,567	51,739	52,680	53,616	55,597
2	51,844	54,211	55,172	56,127	58,132
3	54,120	56,681	57,664	58,637	60,667
4	56,396	59,154	60,158	61,147	63,203
5	58,672	61,625	62,651	63,656	65,738
6	60,949	64,094	65,144	66,165	68,274
7	63,225	66,565	67,635	68,676	70,808
8	65,501	69,036	70,128	71,185	73,346
9	67,777	71,507	72,621	73,695	75,882
10	70,053	73,979	75,115	76,203	78,417
11	72,328	76,450	77,606	78,712	80,953
12	74,607	78,922	80,098	81,224	83,486
13	76,882	81,392	82,593	83,732	86,023
14	76,882	83,863	85,084	86,242	88,504
15	76,882	83,863	87,577	88,749	91,094
16	76,882	83,863	90,069	91,261	93,629
17	76,882	83,863	90,069	93,771	96,165
18	76,882	83,863	90,069	96,279	98,703
19+	76,882	83,863	90,069	96,279	101,097

FY 2025-2026 All Teachers					
Step	BA	BA+ 15	BA+ 30	MA	MA+ 15
0	48,239	50,254	51,191	52,129	54,121
1	50,558	52,774	53,734	54,689	56,709
2	52,881	55,296	56,275	57,250	59,295
3	55,202	57,815	58,817	59,809	61,880
4	57,524	60,338	61,361	62,370	64,467
5	59,845	62,858	63,904	64,929	67,053
6	62,168	65,376	66,447	67,489	69,640
7	64,490	67,896	68,988	70,050	72,224
8	66,811	70,417	71,530	72,608	74,813
9	69,133	72,937	74,073	75,169	77,400
10	71,454	75,459	76,617	77,727	79,986
11	73,775	77,979	79,158	80,286	82,572
12	76,099	80,500	81,700	82,848	85,156
13	78,419	83,020	84,245	85,407	87,744
14	78,419	85,540	86,785	87,967	90,274
15	78,419	85,540	89,328	90,524	92,916
16	78,419	85,540	91,870	93,086	95,502
17	78,419	85,540	91,870	95,646	98,089
18	78,419	85,540	91,870	98,205	100,677
19+	78,419	85,540	91,870	98,205	103,119

V-D LONGEVITY BONUS

Effective with the 2020-21 school year, teachers shall receive a longevity stipend for reaching additional milestones in their career.

1. 20<sup>th</sup>-25<sup>th</sup> Year of Service: \$500 per year
2. 26<sup>th</sup>-30<sup>th</sup> Year of Service: \$750 per year
3. 31<sup>st</sup>-35<sup>th</sup> Year of Service: \$1,000 per year
4. 36<sup>th</sup> Year of Service and beyond: \$1,250 per year

Such payments shall be paid on/about September 15<sup>th</sup> of the year eligible.

V-E CERTIFICATION/LICENSURE

Each bargaining unit member must comply with the certification/licensure laws of Ohio and the regulations as determined by the state and the Board. A valid Ohio certificate/license must be filed in the Administrative Office to legalize payment of salary. Proper certification/licensure status is the responsibility of each certified/licensed employee. Evidence of such must be on file in the Office of the Superintendent or his/her designee. As a courtesy, bargaining unit members will be notified regarding the term and expiration of their certification/licensure status.

Members of the bargaining unit shall be responsible for filing with the Administrative Office all certificates/licenses issued to the member by the Ohio Department of Education. All bargaining unit members shall be required to maintain any/all certificates/licenses he/she possesses upon hire to the District.

No right or privilege concerning reduction of staff shall be asserted by a member of the bargaining unit pursuing additional certification(s)/licensure(s) not on file as of March 1, of the school year that a reduction in staff takes place.

V-F COMMITTEE COMPENSATION

Members of the bargaining unit will also be compensated for the following committee work/assignments:

Committee Work/Assignment	Maximum Number	Compensation
Teacher Leader	<ul style="list-style-type: none"> <li>➤ PES - K, 1, 2, 3, 4 = 5</li> <li>➤ PHS - MA, SC, SS, LA = 4</li> </ul> <p>Total: 9</p>	\$2,000 (weekly preparation)**  ** Defined in posting
	District Exploratory/, Technology, Other Instructional Areas  Total: 11	
	<ul style="list-style-type: none"> <li>➤ PMS - MA, SC, SS, LA = 4</li> <li>➤ PMS – 5, 6, 7, 8 = 4</li> </ul> <p>Total: 8</p>	\$1,000 (bi-monthly preparation)**  * Combinable ** Defined in posting

\* Both a content and grade level position may be held by one (1) teacher at PMS.

\*\*Contracts are able to be divided when necessary to fulfill the position. In such cases, PCTA and Administration will work together to ensure job responsibilities are divided equitably, before final approval is given to split the supplemental contract.

V-G STANDARDS-BASED INSTRUCTIONAL PRACTICES / DISTRICT INITIATIVE TRAINING

1. Standards-Based Instructional Practices for Teachers and Tutors

All teachers/tutors may participate in Standards-Based Learning Series.

Benchmarks may be attainable by teachers:

- Benchmark I - Novice
- Benchmark II - Practitioner
- Benchmark III – Scholar I
- Benchmark IV – Scholar II (may be taken multiple years)

Benchmarks I, II, III, and IV may be attained at each teacher’s discretion with the exception of those described in V-G5.

2. District Initiative Training for Teachers and Tutors

All teachers/tutors may participate in District Initiative Training.

Benchmarks may be attainable by teachers:

- Benchmark I - Novice
- Benchmark II - Practitioner
- Benchmark III – Scholar I
- Benchmark IV – Scholar II (may be taken multiple years)

3. Benchmark Proficiency Demonstration

- a) Performance documentation or performance demonstration for each benchmark shall be administered at the conclusion of the training to ensure that teachers have acquired the skills of the particular benchmark.

4. Payment for Achieving Benchmarks

- a) A teacher who achieves each benchmark level shall receive a one-time payment as follows:
- Benchmark I - Novice: \$500
  - Benchmark II - Practitioner: \$750
  - Benchmark III - Scholar I: \$1,000
  - Benchmark IV - Scholar II\*: \$1,000

**Standards-Based:** Teachers have the opportunity to develop, submit and implement a minimum of two (2) new UBD units annually to be approved by the Superintendent or his/her designee to reach Benchmark IV. It is understood that the units developed will be shared with grade-level and/or content specific teaching colleagues.

\*Year shall be defined as July 1 – June 30 of that school year.

- b) Payment will be provided in the next pay cycle following official Board approval for Benchmark completion.

5. All regular professional certificated/licensed staff, other than tutors and long-term substitutes, newly hired to the District for the 2012-2013 school year or for any school year thereafter are required to complete the **Standards-Based Benchmark** levels I-III within their first four (4) years of employment. Completion and/or the lack hereof will be reflected in teacher evaluations. Additional time to meet these requirements may be granted in the Superintendent's discretion.

V-H AUTOMATIC PAYROLL DEPOSIT

All bargaining unit members shall be required to participate in the Automatic Payroll Deposit program. Bargaining unit members may elect the automatic deposit to go to any participating financial institution.

V-I CURRICULUM, INSTRUCTION, AND ASSESSMENT (Work outside teacher calendar)

Teachers included in the pre-approved work of curriculum, instruction, and assessment development outside of the teacher work year may be compensated at the rate of \$36 per hour. All requests for work must be submitted to the building principal. Work evidence must be submitted and approved by the Principal prior to time sheets being processed for payment.

V-J TUITION REIMBURSEMENT

The Board will provide tuition reimbursement to eligible veteran certificated staff members to be added to the three-year contract period as a reimbursement for prior approved graduate credits.

Such stipends to be non-sustained and in an amount equal to the actual costs for tuition and fees completed during the preceding twelve-month period (August 1 through July 31). Payment to be provided in a single lump sum to returning staff members following certification of satisfactory completion of course work in a maximum not to exceed \$2,000 annually.

The tuition reimbursement may also be used for people pursuing their National Board Certification (NBC) during the first year to obtain NBC and for subsequent re-testing fees to obtain the license.

Undergraduate courses shall be approved if they are within the applicant's current field of certification.

Notes:

- Eligibility period applies to the date on which course was complete.
- The rate applies to the contract year on which August 1 date falls.

V-K MILEAGE

Teachers whose regular teaching assignment (excluding supplemental duties) includes two (2) or more schools per teaching day will receive a lump sum payment for the annual mileage the month following contract completion. Such mileage shall be only for those days the teacher is required to teach in two (2) or more buildings and shall be computed at the reimbursement rate currently established for the District.

Teachers attending approved professional meetings and authorized to use their personal vehicle for such purposes shall be reimbursed for mileage as provided by the regulations of the school District.

ARTICLE VI  
FRINGE BENEFITS

- A. HEALTH CARE: HOSPITAL/MEDICAL INSURANCE
- B. SEVERANCE PAYMENT
- C. LIFE INSURANCE
- D. LAKE COUNTY SCHOOLS COUNCIL HEALTH SAVINGS ACCOUNT INCENTIVE
- E. INSURANCE CARRIERS
- F. LAKE COUNTY SCHOOLS COUNCIL PREVENTATIVE AND HEALTH ASSESSMENT THRESHOLD INCENTIVE
- G. TUITION WAIVER FOR EMPLOYEES' CHILDREN
- H. SALARY INCREMENTS
- I. JURY AND COURT APPEARANCE



VI-A HEALTH CARE:

INSURANCES

1. MEDICAL COVERAGE – District employees shall be able to choose from the plans that are available through the consortium.
2. Premium shall be based upon Consumer Directed Health Plans (CDHP) as the base plan with a 10% premium being paid for by the employee. Employees who select one (1) of the other plans shall pay 10% of Plan plus the cost difference between the selected plan and the CDHP. The Administration shall annually provide a breakdown of the costs associated to the plan understanding that the plan year and open enrollment runs January through December and the cost basis of the plans run from July to June.
3. The District shall make contributions to participants in the CDHP of the following amounts:
  - a. January 2021: Single Eligible: \$2,250 + \$250 from consortium; Family eligible: \$4,400 + \$500 from consortium
  - b. January 2022: Single Eligible: \$1,200 from District; Family Eligible: \$2,400 from District
  - c. FY 24-26: Single Eligible: \$1,200 from District; Family Eligible: \$2,400 from District

The ratio of deductible to employer HSA contribution will remain 40% (currently \$2,400 for \$6,000 family deductible and \$1,200 for \$3,000 single deductible) through 2026 health care plan contract year.
4. Employees shall meet the requirements of getting an annual health screening. Members can receive this screening through their regular provider and the District will provide an option to facilitate the process by providing at least one (1) opportunity for the staff to receive a screening on site. Additionally, staff members shall submit an online health risk assessment. This information is not received by the District but is used by the consortium provider (currently Medical Mutual) to assess the wellness needs of the District. The District shall only receive a composite of District data once a minimum of unidentifiable composite of District employees is available. Employees will also receive a \$25 gift card for meeting these expectations.
5. Effective January 1, 2022: District employees shall be subject to the spousal language requirements of the LCSHC (Lake County Schools Healthcare Consortium.)
6. During Open enrollment, the CFO shall annually provide a breakdown of the plan designs along with the employer and employee costs. See APPENDIX D for a copy of the current plans.
7. It is understood that the CFO/Finance office will meet with individuals or small groups regarding specific impact and changes to members during the open enrollment period. All PCTA members will be provided the opportunity to meet and schedule a meeting regarding the availability of healthcare plans, HSA, spousal coverage, and online enrollment. Spouses are welcome to attend the meeting.

Additionally, it is the responsibility of the employee to maintain an active and accurate account of dependents. The employee understands that they will be held liable for reconciliation of claims paid by the District/health care consortium for non-eligible dependents that were not taken off of the plan by the employee.

Non-eligible dependents include divorced spouses and/or dependent children who no longer meet the eligibility requirements of the plan.

- 8. DENTAL INSURANCE: The Board will contract for and make available Dental coverage to eligible bargaining unit members for the entire contract period.
- 9. VISION INSURANCE: The Board will contract for and make available Vision Coverage to eligible bargaining unit members for the entire contract period.
- 10. PRESCRIPTION COVERAGE: Included in Plan A will be prescription coverage in form of:

	<u>Retail</u>	<u>Mail Order</u>
Generic	\$10	\$20
Preferred Brand	\$30	\$60
Non-Preferred Brand	\$50	\$100

Other coverages shall be defined in the optional plans available to bargaining unit members.

The Board will establish a flexible spending account shall provide to the extent available under the internal revenue code and regulations a flexible spending account (Section 125 Plan) for the payment of unit members insurance premium contributions on a pretax basis, and other contributions agreed to by the Board and the Association.

- 11. FLEXIBLE SPENDING ACCOUNT: Additionally, the Board will offer a flexible spending account via a Board selected provider that will be available for voluntary use by employees. Employees who elect to participate during the annual enrollment period will be required to pay the monthly maintenance fee associated to their individual account via automatic payroll deduction. Further, each employee is responsible for making monetary contributions equal to the dollar amount elected during the annual enrollment period.
- 13. WAIVER OF INSURANCE. Any employee with spouse or dependents will be eligible for an annual payment for declining insurance coverage with the District. Such payment to be made annually at the conclusion of the contract year (December 31 of the following year) and shall be in the amount up to \$2,000 for each employee declining family, but retaining single coverage, or \$4,000 for each employee eligible for family coverage who declines all medical-prescription-vision-dental insurance coverage.

Reimbursement shall be provided for employees who decline the coverage as follows:

	Retain Single	Decline All
Dental:	\$ 125	\$ 250
Vision:	\$ 75	\$ 150
Prescription:	\$ 500	\$1,000
Medical:	\$1,300	\$2,600

Should an eligible bargaining unit member whose spouse is also employed by the District, who is also eligible for health care benefits, elect this option for payment, the maximum payment shall be \$2,000 annually.

Employees can only elect and receive payment if the employee can demonstrate and certify that they are receiving credible coverage for healthcare insurance from another provide and not the federal exchange for healthcare coverage.

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

- 14. ELIGIBILITY OF INSURANCES: Bargaining unit members who work less than half-time (based upon the regular daily schedule for the position) shall not be entitled to any of the insurance benefits under this article.

Bargaining unit members employed at least half-time but less than full-time may participate in all of the insurance benefits provided under this Article, except that the cost for coverage shall be prorated to equal their percentage of employment in the District.

Eligibility for all insurance coverage shall end on the date of resignation, termination, or as of August 31, if for retirement purposes for any bargaining unit member fulfilling his/her annual contract in the year of retirement. Continuation coverage under COBRA will/shall be permitted as applicable by law.

Should a teacher's retirement date be effective May 31<sup>st</sup> or the last teacher contract day, it shall be agreed that the teacher has "fulfilled his/her annual contract year of retirement" and therefore be eligible for all insurance coverage through August 31<sup>st</sup> of his/her retirement year. It is understood that teachers who elect to retire May 31<sup>st</sup> or at a later date that is prior to the last teacher work day in the school year, must submit written notification of his/her intent to retire prior to February 1<sup>st</sup> to be eligible for all insurance coverage through August 31<sup>st</sup> of such retirement year.

#### 15. WORKING SPOUSE RULE

Any spouse that has single medical/prescription drug insurance coverage available through his/her employer, business or organization that costs no more than 25% of the premium cost for the lowest cost plan, must enroll in that coverage and the LCSC Health Plan will coordinate as secondary payer for any and all services provided.

It is the employees' responsibility to advise the Perry Local Schools Benefit Plan (the "Plan") immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group medical/prescription drug insurance sponsored by his/her employer, business or organization after January 1, 2022, or if the contribution for single coverage changes. Upon becoming eligible, the employee's spouse must enroll in single coverage under any group medical/prescription drug insurance sponsored by his/her employer, business or organization unless he/she is exempt from this requirement because the cost for single coverage under the lowest cost plan is more than 25% of the premium cost.

Any spouse who fails to enroll in any group medical/prescription drug insurance coverage sponsored by his/her employer, business or organization, as required by this rule, shall be ineligible for benefits under such group insurance coverage sponsored by the District.

Every employee whose spouse participates under the District medical/prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group medical/prescription drug insurance coverage sponsored by the spouse's employer, business or organization. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group medical/prescription drug insurance coverage sponsored by the District. Additional documentation may be required.

In addition to the above, in the event that two (2) married individuals BOTH work for school Districts that are members of LCSC, such individuals shall be subject to a special working spouse rule. Only one (1) member of the marriage may elect family coverage under his/her District's health plan (and shall be a dependent under the elected family coverage). The married couple shall have the right to determine under which District's health plan it will have family coverage. If single coverage is elected by one (1) of the married individuals, the spouse may NOT elect family coverage but may elect single coverage at his/her District (or waive such coverage.)

If the employee submits false information, or fails to timely advise the Plan of a change in a

spouse's eligibility for employer (or business or organization) sponsored group medical/prescription drug insurance, and such false information or such failure by the employee results in the Plan providing benefits to which a spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which he/she would otherwise be entitled. In addition, his/her spouse will be terminated immediately from group medical/prescription drug insurance coverage under the Plan. If an employee submits false information, he/she may be subject to disciplinary action, up to and including, termination of employment.

An employee who has a spouse that is required to participate in their employer's healthcare plan due to the district's spousal language, may turn in evidence of the additional premiums paid by the family. The district will reimburse for that premium of up to \$1,000 in bi-annual payments in June and December 2022, 2023, 2024, 2025, 2026.

## VI-B SEVERANCE PAYMENT

### 1. Retirement Provision

Any bargaining unit member under a regular (not substitute) contract with the District who qualifies and accepts, immediately upon the termination of his/her service in Perry Schools, retirement benefits under the Ohio State Teachers Retirement System, shall be eligible for a one-time severance payment.

The payment shall be equal to:

- a) 25% of the first 120 accumulated and unused sick days times the calculated final average daily rate. (max 30 day)
- b) 27.5% if the second 120 accumulated and unused sick days times the calculated final average daily rate. (max 33 days)
- c) 30% of the third 120 accumulated and unused sick days times the calculated final average daily rate. (max 36 days)

This payment shall be in lieu of, not in addition to, the severance pay required under section 124.39 of the Ohio Revised Code.

### 2. Deferred Compensation Provision

The Board will permit retiring members to convert portions of their severance payment to a deferred compensation plan.

Any staff member who dies during the term of this agreement shall have any earned severance benefits paid to his/her estate.

## VI-C LIFE INSURANCE

The Board will sustain the cost of a \$200,000 term life insurance\* policy for each full-time teacher with accidental death and dismemberment benefits.

- \* Purchase of group life insurance subject to regulations of the insurance company regarding minimum number of hours, enrollment periods of new employees, transfers or termination, etc.

VI-D LAKE COUNTY SCHOOLS COUNCIL HEALTH SAVINGS ACCOUNT INCENTIVE

1. The District must offer the LCSC High Deductible Health Plan (HDHP) to employees
2. When the employee initially enrolls in the HDHP plan, they will be required to set up a Health Savings Account with Medical Mutual (fees may apply).
  - a. NOTE: There may be restrictions on who can open a Health Savings Account based on IRS regulations (i.e. individuals over the age of 65). Please refer to the IRS regulations for Health Savings Accounts.
  - b. LCSC will work with Medical Mutual as the vendor for the Health Savings Accounts.
3. The employee will receive a one-time deposit of \$250 single or \$500 family into the Health Savings Account no later than 90 days from the effective date of coverage (or when the H.S.A. account is opened).
  - a. It is the District's responsibility to direct funds into the individual's Health Savings Account.
  - b. The District will need to submit the H.S.A. Incentive Form to LCSC's Fiscal Agent that lists the employee name, contract type and dollar value.
  - c. LCSC's fiscal agent will send the funds to the individual District as reimbursed.
  - d. It is the District's responsibility to track the deposits.

The District can also provide additional funds to the employee's Health Savings Account, per IRS regulations. Additionally, employees may also fund their accounts. Please refer to the IRS regulations for the fund limits, catch-up provisions, and additional regulations.

VI-E INSURANCE CARRIERS

The Board reserves the right to change the insurance company providing any negotiated benefit providing that such new carrier shall provide benefits equivalent or better than those to be in effect during the life of this contract.

In the event a change in carrier is necessary during the term of this contract, affected employees and their representative organization will be informed prior to the change. Also, group meetings will be held to enroll eligible employees with the new carrier and to explain any procedural changes necessary to maintain and/or improve benefits. New contracts will be provided to each enrolled employee.

The Board will not change insurance carriers unless the present level of coverage will be maintained for all staff, including coverage of pre-existing conditions. No employee shall be eliminated from coverage. The PCTA will receive a copy of the contract between an insurance provider and the Perry Board of Education on August 1st of each contract year. Any subsequent changes between providers and the Perry Board of Education shall be provided to the PCTA 15 days prior to any contractual changes between the provider(s) and the Perry Board of Education.

Copies of the full insurance contract may be reviewed during business hours in the Board of Education office. Copies will be supplied to employees or their representative at cost.

VI-F LAKE COUNTY SCHOOLS COUNCIL PREVENTATIVE AND HEALTH ASSESSMENT THRESHOLD INCENTIVE

Enrolled employees in the medical plan must complete:

- At least one (1) of the following routine/preventative services (When age and gender appropriate)
  - Bone Density

- Breast Cancer Screening
- Complete Blood Count
- Cervical Cancer Screening
- Cholesterol Screening
- Colorectal Cancer Screening
- Diabetes Screening
- Glucose Screening
- Lab & Radioimmunoassay
- Metabolic Panel
- Physical Exam
- Prostate Cancer Screening
- Urinalysis

Data will be retrieved from Medical Mutual's Claims system. A claim must be filed with Medical Mutual for the test to be included in the counts. Reminder – if the employee is utilizing a Network provider, routine exams and lab work are covered at 100%, not subject to a deductible under all plan options.

- Completion of Medical Mutual's Health Risk Assessment can be found on its "My Health Plan" website.

#### VI-G TUITION WAIVER FOR EMPLOYEES' CHILDREN

If the child is not accepted through open enrollment, the non-resident employee may file a request with the Superintendent that the child be accepted to attend without payment of tuition and, if accepted by the Superintendent, will be permitted to attend without payment of tuition. A child should be defined as a natural or adopted dependent child (including a stepchild) residing within the employee's household.

Nothing herein shall be construed to authorize the automatic acceptance of the children of non-resident employees. The Local Superintendent shall review any request for such acceptance to be sure that such child's social and academic standing are acceptable to the District prior to enrollment. If such child is accepted and maintains acceptable scholastic and behavioral standards, his/her tuition will be waived.

The Superintendent's decision regarding acceptance shall be final in all cases and not subject to grievance provisions of this agreement.

#### VI-H SALARY INCREMENTS

Upon completion of training which qualifies a teacher for placement on a higher salary column, such teacher shall be credited with all experience which would otherwise have been credited to him/her, but not available at the top of the lower training column.

Upon completion of training, the receipt of an official transcript, and the approval of the Superintendent, the qualified teacher will be placed on the appropriate level/step (BA15, BA30, MA, or MA15) of the salary schedule. The employee must provide the District office with an official transcript prior to October 15 of the current school year for placement on the grid with retroactivity effective to the first workday of the new contract year. For all approved hours earned after August 31 and before December 31 of said year, the employee must provide the District office with an official transcript prior to February 15 of the current school year with placement on the grid with retroactivity to the beginning of the second semester.

## VI-I JURY AND COURT APPEARANCE

An employee who serves on jury duty or who is subpoenaed as a witness shall be released from his/her normal scheduled work for such hours as are necessary for the performance of jury duty or the giving of testimony under subpoena. He/she shall not have any salary reduction nor be charged with any leave time for such service. Such employee shall be entitled to keep any compensation received for jury duty. This provision shall not apply to an employee who has instituted legal action against the Board or its employees.

ARTICLE VII  
SUPPLEMENTAL CONTRACTS

- A. EXTRACURRICULAR SUPPLEMENTAL DUTY
- B. INTERSCHOLASTIC ATHLETIC SUPPLEMENTAL DUTY



# PERRY SUPPLEMENTAL SALARY SCHEDULE

<b>VII-A EXTRACURRICULAR SUPPLEMENTAL DUTY</b>				
Base = \$43,692 (2020-2021); Base = \$44,566 (2021-2022); Base = \$45,457 (2022-2023)				
Base = \$46,366 (2023-2024); Base = \$47,293 (2024-2025); Base = \$48,239 (2025-2026)				
				<b>Rate of Pay</b>
PHS	Afterschool Detention			\$20/hr
PHS	A.V. Coordinator			0.0366
PHS	Academic Decathlon (2)			0.0457
PHS	Art Show			0.0183
PHS	Art Club			0.0183
PHS	Band – Jazz			0.0366
PHS	Band – Pep			0.0366
PHS	Band Director (c)			0.1875
PHS	Band Director Asst. (c)			0.1098
PHS	Buccaneers			0.0732
PHS	Buccaneers Assistant			0.0549
PHS	Business Club (2)			0.0183
PHS	Career Education			0.0457
PHS	Class Advisor Freshman			0.0183
PHS	Class Advisor Junior			0.0320
PHS	Class Advisor Senior			0.0320
PHS	Class Advisor Sophomore			0.0183
PHS	Creative Writing Club			0.0412
PHS	Environmental Action Club			0.0366
PHS	FCCLA Club			0.0274
PHS	Family Consumer Science Extended Time			Per diem
PHS	Guidance (2) Extended Time			Per diem
PHS	Intramural			0.1098
PHS	Majorette Instructor			0.0183
PHS	Color Guard			0.0823
PHS	Marching Band Event Assistant (Fall)			0.0274
PHS	Mock Trial (2)			0.0457
PHS	Musical Director			0.0457
PHS	Musical Director Asst			0.0366
PHS	National Honor Society Advisor			0.0366
PHS	Newspaper Advisor			0.0366
PHS	Play - One Act			0.0274
PHS	Play Asst. Director			0.0366
PHS	Play Director			0.0457
PHS	Play Stage Design			0.0366
PHS	Robotics Assistant (2)			0.0412

# PERRY SUPPLEMENTAL SALARY SCHEDULE

				Rate of Pay
PHS	Robotics Coordinator			0.0640
PHS	Science Olympiad Assts. (3)			0.0412
PHS	Science Olympiad Coordinator			0.0640
PHS	STEM (2) (1 wk. extended time)			Per diem
PHS	Student Council Advisor			0.0366
PHS	TACA/SADD Advisor			0.0640
PHS	United Way Club			0.0183
PHS	Video Club Advisor			0.1098
PHS	Vocal Music			0.0457
PHS	World Language Club			0.0366
PHS	Yearbook Advisor			0.0732
PHS	Yearbook Advisor Asst			0.0549
DISTRICT	After School Event Pay			\$36/event
DISTRICT	Credit Flex Stipend Per Student Per Credit			\$200
DISTRICT	District-Wide Summer School Teaching			Per diem
DISTRICT	District-Wide School Year Tutoring			\$40/hr
DISTRICT	District-Wide Summer Tutoring			\$40/hr
DISTRICT	Tutoring Prep Time (Fall/Spring and/or Summer)		2 hours total per semester	
DISTRICT	District-Wide Gifted/Talented Extra Time			\$29/hr
DISTRICT	District-Wide Career Education Coordinators (4)			0.0274
DISTRICT	District-Wide Home Instruction Teachers			\$18/hr
DISTRICT	District-Wide Night School Teachers			\$33/hr
DISTRICT	Teaching (per wk/half day)			Per diem
DISTRICT	Web Master			0.1098
PMS	After School Detention			\$20/hr
PMS	Art Club			0.0183
PMS	Art Show			0.0183
PMS	AV Coordinator			0.0366
PMS	Band			0.0183
PMS	Band – Jazz			0.0274
PMS	Book Store			0.0274
PMS	Camping Assistants (Max. 14)			0.0046
PMS	Camping Co-Directors (2)			0.0366
PMS	Chess Club			0.0274
PMS	Environmental Science Club (S.A.V.E.) (2)			0.0274
PMS	Kids Care Club (2)			0.0183
PMS	Great Books - Middle School ( Gr. 5 )			0.0183

# PERRY SUPPLEMENTAL SALARY SCHEDULE

				Rate of Pay
PMS	Guidance (Extended Time)			Per diem
PMS	Musical Director (2)			0.0412
PMS	Musical Set Director			0.0366
PMS	Newspaper			0.0274
PMS	Photography			0.0274
PMS	Power of Pen (2)			0.0274
PMS	Science Competitions			0.0366
PMS	Spelling Bee (2)			0.0183
PMS	STEM Club (2)			0.0412
PMS	Student Council			0.0274
PMS	Talent Show			0.0274
PMS	Tour Assistants (7)			0.0091
PMS	Tour Director			0.0457
PMS	Video Club Advisor			0.0640
PMS	Vocal Music (Special Ensembles)			0.0183
PMS	Yearbook			0.0274
PES	Art Club			0.0183
PES	Art Show			0.0183
PES	AV Coordinator			0.0366
PES	Chorus			0.0183
PES	Extra Step Coordinator (2)			0.0183
PES	Extra Step Facilitators (8)			0.0091
PES	Great Books (3) Grades 2, 3, 4			0.0183
PES	Guidance Extended Time			Per diem
PES	Kindness Club			0.0091
PES	Mighty Girls			0.0183
PES	Right to Read Facilitator (5)			0.0091
PES	Safety Patrol Advisor			0.0091
PES	School Newspaper Advisor			0.0183
PES	School Store			0.0274
PES	Student Council (2)			0.0183
PES	Theme Day (5)			0.0183
PES	Video Club Advisor			0.0640
PES	Yearbook			0.0183

# PERRY SUPPLEMENTAL SALARY SCHEDULE

## VII – B INTERSCHOLASTIC ATHLETIC DUTY

Base = \$43,692 (2020-2021); Base = \$44,566 (2021-2022); Base = \$45,457 (2022-2023)  
 Base = \$46,366 (2023-2024); Base = \$47,293 (2024-2025); Base = \$48,239 (2025-2026)

		0-1 Years A	2-3 Years B	4+ Years C
PHS	Fall/Winter Faculty Manager	0.0878	0.0988	0.1098
PHS	Spring Faculty Manager	0.0320	0.0366	0.0412
PMS	Faculty Manager/Asst. Athletic Director	0.1217	0.1363	0.1501
PHS	1st Year Mentor Coach	0.0147	0.0165	0.0183
<b>BASEBALL</b>				
PHS	Head Coach	0.1098	0.1327	0.1555
PHS	Assistants ( 2) (b)	0.0732	0.0823	0.0915
<b>BASKETBALL (Boys)</b>				
PHS	Head	0.1427	0.1564	0.1715
PHS	Assistants (3)	0.0922	0.1090	0.1258
PMS	Coaches (2)	0.0579	0.0655	0.0732
<b>BASKETBALL (Girls)</b>				
PHS	Head	0.1427	0.1564	0.1715
PHS	Assistants (3)	0.0922	0.1090	0.1258
PMS	Coaches (2)	0.0579	0.0655	0.0732
<b>CHEERLEADING</b>				
PHS	Fall Advisor	0.0457	0.0549	0.0640
PHS	Fall Assistant	0.0366	0.0412	0.0457
PHS	Winter Advisor	0.0457	0.0526	0.0595
PHS	Winter Assistant	0.0320	0.0366	0.0412
PMS	Fall Advisor	0.0457	0.0503	0.0549
PMS	Winter Advisor	0.04570	0.0503	0.0549
<b>CROSS COUNTRY BOYS &amp; GIRLS</b>				
PHS	Head	0.1217	0.1363	0.1510
PHS	Assistant	0.0866	0.1005	0.1144
PMS	Coach	0.0807	0.0884	0.0961
<b>FOOTBALL</b>				
PHS	Head	0.1473	0.1766	0.2058
PHS	Assistants (7)	0.1241	0.1421	0.1601
PMS	Head Coach - 7/8	0.1043	0.1291	0.1450

# PERRY SUPPLEMENTAL SALARY SCHEDULE

PMS	Coaches (3)	0.0914	0.1029	0.1144
		<b>0-1 Years A</b>	<b>2-3 Years B</b>	<b>4+ Years C</b>
<b>GOLF (Boys)</b>				
PHS	Head	0.1217	0.1363	0.1510
PHS	Assistant	0.0866	0.1005	0.1144
<b>GOLF (Girls)</b>				
PHS	Head	0.1217	0.1363	0.1510
PHS	Assistant	0.0866	0.1005	0.1144
<b>INTRAMURAL COACH</b>				
PHS	Volleyball	0.0439	0.0494	0.0549
PHS	Boys Basketball	0.0585	0.0659	0.0732
PHS	Girls Basketball	0.0585	0.0659	0.0732
PMS	Volleyball	0.0274	0.0320	0.0366
PMS	Boys Basketball	0.0439	0.0494	0.0549
PMS	Girls Basketball	0.0439	0.0494	0.0549
<b>SOCCER (Boys)</b>				
PHS	Head	0.1217	0.1363	0.1510
PHS	Assistant	0.0866	0.1005	0.1144
PMS	Coaches (2)	0.0593	0.0708	0.0823
<b>SOCCER (Girls)</b>				
PHS	Head	0.1217	0.1363	0.1510
PHS	Assistant	0.0866	0.1005	0.1144
PMS	Head	0.0593	0.0708	0.0823
<b>SOFTBALL</b>				
PHS	Head	0.1098	0.1327	0.1555
PHS	Assistants (2) (b)	0.0732	0.0823	0.0915
<b>STRENGTH AND TRAINING</b>				
	Fall/Winter/Spring/Summer Strength & Training Coach	0.0593	0.0708	0.0823
	Fall/Winter/Spring/Summer Assistant Strength & Training Coach	0.0274	0.0320	0.0366
<b>SWIMMING</b>				
PHS	Head	0.0961	0.1153	0.1349
PHS	Assistant	0.0717	0.0850	0.0983
PHS	Assistant - Diving	0.0717	0.0850	0.0983

# PERRY SUPPLEMENTAL SALARY SCHEDULE

		0-1 Years A	2-3 Years B	4+ Years C
<b>TENNIS (Boys)</b>				
PHS	Head	0.0915	0.1098	0.1281
PHS	Assistant	0.0732	0.0823	0.0915
PMS	Coach	0.0503	0.0595	0.0686
<b>TENNIS (Girls)</b>				
PHS	Head	0.1217	0.1363	0.1510
PHS	Assistant	0.0866	0.1005	0.1144
PMS	Coach	0.0593	0.0708	0.0823
<b>TRACK - BOYS &amp; GIRLS</b>				
PHS	Head	0.1098	0.1327	0.1555
PHS	Assistants (4)	0.0775	0.0936	0.1098
PMS	Coaches (4)	0.0457	0.0503	0.0549
<b>TRACK - INDOOR BOYS &amp; GIRLS</b>				
PHS	Supervisors (2)	0.0274	0.0320	0.0366
<b>VOLLEYBALL</b>				
PHS	Head	0.1098	0.1327	0.1555
PHS	Assistants (2) (b)	0.0866	0.1005	0.1144
PMS	Coaches (2)	0.0593	0.0708	0.0823
<b>WEIGHT LIFTING</b>				
	Supervisor(s)	0.1372	0.1647	0.1921
	Divisible	0.0732	0.0915	0.1098
<b>WRESTLING</b>				
PHS	Head	0.1427	0.1564	0.1715
PHS	Assistants (2)	0.0922	0.1090	0.1258
PMS	Coaches (2)	0.0732	0.0823	0.0915

\*\* Supplemental positions without sufficient student participation will not be filled.

(a) Contracts denoted with an (a) indicate that the supplemental contracts are currently "frozen" and remain unfilled due to lack of student/advisor participation.

(b) Contracts denoted with a (b) indicate that District administration will examine scheduling of events to make efforts to prevent a single coach from attending an away event.

(c) Contracts denoted with a (c) indicate that PHS Band Director shall be paid 80% at the conclusion of football season, and the balance at the end of the school year. The PHS Assistant Band Director shall be paid 67% at the conclusion of the football season and the balance and 33% at the end of the school year.

# PERRY SUPPLEMENTAL SALARY SCHEDULE

Note 1: PCTA members vacating a supplemental position and returning at a later school year may not be placed at their current step level. However, if someone vacates a position while on a leave, or for a personal/medical condition for a year, will be placed at the level that they vacated the position.

Note 2: Initial placement of supplemental positions is the decision of the Superintendent.

Note 3: The number of assistants/advisors listed serve as a guide. Administration has the right to determine the number of assistants or advisors needed for any supplemental activity.

\*\*Contracts are able to be divided when necessary to fulfill the position. In such cases, PCTA and Administration will work together to ensure job responsibilities are divided equitably, before final approval is given to split the supplemental contract.

ARTICLE VIII

ABSENCES AND LEAVES

- A. SICK LEAVE
- B. SICK LEAVE DONATION PROGRAM
- C. PERSONAL LEAVE
- D. LEAVE FOR PERSONAL HEALTH AND FAMILY  
HARDSHIP
- E. UNPAID MEDICAL LEAVE OF ABSENCE
- F. PREGNANCY LEAVE
- G. CARE PROVIDER LEAVE
- H. ASSAULT LEAVE
- I. EVENING PROGRAMS: PARENT TEACHER CONFERENCES
- J. INFREQUENT PROFESSIONAL COURTESY



## ARTICLE VIII

### ABSENCES AND LEAVES

#### VIII-A SICK LEAVE

Each regular (certified/licensed) employee of the Board shall be entitled, for each completed month of service, to sick leave of one and one-fourth (1¼) work days with pay. The maximum accumulation is 360 days. Those employees who have more than 270 days by June 1, 2011 shall maintain all of their accumulated days until such time when they would draw down below 270. After that time, they may accumulate back up to the 360 limit.

The unused portion of sick leave may be accumulated to a maximum of 19 days per year for this contract as follows: Fifteen days of additional sick leave may be accumulated plus an additional day for each unused personal day to a total of four (4) per year. Maximum accumulation is 360 days.

Certified/licensed employees without accumulated sick leave shall be advanced five (5) days and may be advanced the lesser of an additional ten (10) days or the maximum accumulation possible for the remainder of the current contract year with the provision that such advanced sick leave may be recovered from final settlement with any employee who departs or terminates prior to the completion of the current contract year. Advanced sick leave shall be paid back as additional sick leave is earned.

A regular certified/licensed employee who is absent because of illness and whose employment has not been terminated, as provided by law shall, accumulate sick leave credit while absent on approved sick leave as long as they remain in a paid status.

Certified/licensed employees shall qualify for sick leave absences during any school year for one (1) or all of the following reasons: (For part-time employees, a "day" shall be taken to mean that employees' regular daily work schedule.):

1. Personal illness
2. Pregnancy\*/Pregnancy related illness/Post-partum related illness  
(\*Pregnancy does not refer to the state of, but refers only to pregnancy related disability including pre and post-delivery periods of inability to adequately perform the job.)
3. Injury
4. Exposure to contagious disease which could be communicated to others
5. Absence due to illness, injury, or death in the employee's immediate family (ORC §3319.141).

The immediate family is defined as husband, wife, life partner/significant other, the employee and spouse's child or step-child, parent, grandparent, stepparent, grandchild, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, parent-in-law, son-in-law, daughter-in-law, or any person related by blood or marriage residing in the same household, or any person for which the teacher serves as a legal guardian or custodian.

**Bereavement:** For purpose of death, immediate family shall also include aunt, uncle, niece, and nephew, but will be limited to five (5) sick days per instance.

6. **Adoption of a child.** In the event of the adoption of a child, a teacher who is the adoptive

parent and whose presence is temporarily required for the child's well-being shall be granted sick leave for such child care. Such leave shall be appropriate to the child's age and circumstance and may be up to six (6) weeks for a newborn baby.

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

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

Sick Leave follows the provisions of FMLA.

#### VIII-B SICK LEAVE DONATION PROGRAM

The intent of the program is to allow members to provide assistance voluntarily to another member who has recently suffered a serious illness or injury. A serious illness or injury is an injury or illness:

1. causing a direct and immediate threat to a member's life;
2. requiring extensive medical care of the member;
3. resulting in an extended period of actual physical or mental incapacity of the member.

Note: Non-complicated, typical pregnancies do not apply to the provision in this article.

A member of the certified staff who has used all available sick leave days may request a donation of sick leave days from the members of the bargaining unit. Donations are limited to one (1) day from each unit member per request.

There must be a five (5) day waiting period between the use of one's personal sick leave days and a donation request. The requesting bargaining unit member is limited to one (1) request per occurrence.

The PCTA shall submit to the Chief Financial Officer (CFO), a list of all employees who have donated one (1) day. The list may be ordered in any way the PCTA may determine (random, alphabetical, etc.), but the days assigned for use by the qualifying bargaining unit member shall begin at the top of the list and continue, if necessary, until all are used. One (1) possible way of ordering the list would be from those who have the most accumulated sick leave to those who have the least. If some remain unused, those days shall be retained by the bargaining unit member who made them available. The CFO or his/her designee will provide e-mail verification to any member whose days are used.

#### VIII-C PERSONAL LEAVE

1. Personal leave must be approved in advance except in the case of an emergency.
2. Personal leave may not be used immediately before or after any break period, holiday, or weekend containing a holiday, and may not be used to extend any vacation period, except in case of emergency, or significant family business.
3. Personal leave shall continue to be non-accumulative and granted up to four (4) days per contract year. All four (4) days will be unrestricted, except for item #2 above. For part-time employees or employees not under a full-year contract, this shall be taken to mean that person's daily/yearly work schedule.

#### VIII-D LEAVE FOR PERSONAL HEALTH AND FAMILY HARDSHIP

Upon the recommendation of the Local Superintendent, the Board permits members of the professional staff to take leaves not in excess of two (2) years in length for rest, restoration of health, or the alleviation of hardship involving themselves or their immediate families.

#### VIII-E UNPAID MEDICAL LEAVE OF ABSENCE (for employees without or with insufficient accrued sick leave to cover the leave request.)

An employee, upon approved written request, shall be granted an unpaid medical leave of absence for illness or disability as required by §3319.13 of the Ohio Revised Code.

##### Fringes

The Board will pay its share of benefits for the remainder of the current contract year in which such unpaid leave commences. Thereafter, the employee will be carried on the payroll records for the duration of such approved leave, but any and all fringe benefits such as medical/hospitalization and term life insurance shall be maintained only at the expense of the employee on unpaid leave. The employee shall forward a check or checks to cover the full cost of said insurance program. Failure to forward premiums at stipulated times will terminate this benefit.

##### Reinstatement

Upon approval of an application for the return from approved medical leave, the employee will be assigned to the same position if available, or to a substantially equivalent position to the one (1) he/she held prior to the leave, unless no such position is available, in which case he/she will be assigned to a position within his/her area(s) of certification.

#### VIII-F PREGNANCY LEAVE

Teachers who have accumulated sufficient days will be permitted to a paid leave for six (6) weeks following a normal delivery and eight (8) weeks following a caesarian delivery.

Additionally, should mother or child experience any medical complications the staff member would also be eligible to use paid sick leave with a physician's statement to certify the medical condition preventing her returning to work.

Without further illness, injury, or disease of the mother or child, additional leave beyond the customary six (6) and eight (8) week time frame is unpaid. Beyond this period of time, teacher may request time through Care-Provider Leave (VIII-G)

In addition, if a pregnant employee prefers not to use accumulated paid sick leave, or exhausts her accumulated sick leave credit, the employee may apply for a leave of absence without pay which shall be granted for disabilities resulting from her pregnancy and for her period of confinement.

Pregnancy Leave also follows the provisions of FMLA.

#### VIII-G CARE PROVIDER LEAVE

An employee who is pregnant, whose spouse is pregnant, or who is adopting a child, or an employee who is responsible for care of a family member, may request and shall be granted a care-provider leave of absence without pay or benefits on the conditions set forth below:

1. The immediate family is defined as husband, wife, life partner/significant other, the employee and spouse's child or stepchild, parent, grandparent, stepparent, grandchild, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, parent-in-law, son-in-law, daughter-in-law, or any person related by blood or marriage residing in the same household, or any person for which the teacher serves as a legal guardian or custodian.
2. A request for care-provider leave shall be made sixty (60) calendar days prior to the commencement of the leave.
3. A meeting with the building administrator and Superintendent will be arranged to discuss a mutually convenient separation date as well as the anticipated date of return to full-time employment.
4. At the election of the employee, the leave of absence shall be granted for the balance of the semester or school year during which delivery or adoption or care is anticipated.
5. The employee who has taken the leave for the remainder of the school year may have leave extended one (1) additional school year upon request to the building administrator and superintendent made no later than April 1st preceding the year for which such leave is requested. The employee who has taken the leave for the remainder of the first semester of a school year shall have such leave extended for the second semester.
6. Failure of a non-tenured employee on leave of absence to return a signed contract for the successive school year on or before July 10th shall be treated as a voluntary resignation. Failure of a tenured employee on leave of absence to return a signed letter of intent to fulfill his/her contractual obligation during the successive school year on or before July 10th shall be treated as a voluntary resignation.
7. Upon return, the employee shall provide a physician's statement indicating the employee's medical condition is such that he/she can resume all assigned duties. The employee shall be assigned to a position similar to that which was held prior to the leave. If no such position is available, he/she will be assigned to a position within his/her area(s) of certification.
8. Eligible employees shall be required to use other paid and unpaid leaves concurrently with their FMLA leave.
9. By requesting such leave, it is understood that an employee who does not work 120 days is not granted a year of service for advancement on the pay scale.

#### VIII-H ASSAULT LEAVE

When it is determined by the Local Superintendent or his/her designee that there has been an assault upon a teacher that results in a substantiated injury, be that assault verbal or physical, while that teacher is performing duties, or an assault on a teacher is a result of a teacher's performance of duties, which results in the teacher being absent, such absence will not be charged to the teacher's sick leave, and the teacher will receive paid assault leave at his/her daily rate of pay during the period of disability caused by the assault.

This disability must be verified by a physician/licensed counselor and verified by the Superintendent. The employee shall furnish the Board with a signed statement to justify the use of assault leave. If the employee requires medical attention as a result of an assault, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment. The Board has the right to require that the employee be examined by a physician mutually selected by the Association and the Board.

VIII-I EVENING PROGRAMS: PARENT TEACHER CONFERENCES

In the event that a bargaining unit member is absent from Evening Parent Teacher Conferences, the appropriate sick leave or personal leave will be charged against his/her balance in accordance with the reason of the necessitated leave unless the bargaining unit member has administrative authorization to fulfill his/her parent/teacher conference responsibility during an alternative timeframe/schedule outside of the eight (8) hour day.

VIII-J INFREQUENT PROFESSIONAL COURTESY

If a teacher needs to become absent for a period of forty-five (45) minutes or less and the teacher has secured his/her own substitute coverage, he/she can be permitted to be absent without being docked for such time. When this occurs, the principal shall be informed. If the occurrence of such absences becomes a pattern, the principal shall meet with the teacher and have the opportunity to deny such absences.

ARTICLE IX

PROFESSIONAL IMPROVEMENT

- A. SABBATICAL LEAVE
- B. PROFESSIONAL MEETINGS
- C. VISITATION POLICY
- D. IN-HOUSE PROFESSIONAL DAY
- E. MENTORING PROGRAM
- F. CONTINUING CONTRACT
- G. LOCAL PROFESSIONAL  
DEVELOPMENT COMMITTEE (LPDC)
- H. LOCAL PROFESSIONAL DEVELOPMENT  
COMMITTEE APPEALS PROCEDURE

## ARTICLE IX

### PROFESSIONAL IMPROVEMENT

#### IX-A SABBATICAL LEAVE

The Board supports the principal of sabbatical leave and will subsidize each granted request with the difference between the annual salary of the certified staff member granted the sabbatical and the staff member hired to replace the member on sabbatical leave. (Ohio Revised Code §3319.131).

The Superintendent may recommend no more than two (2) members among all certified staff each year for this academic privilege under the following conditions:

1. A tentative request must be submitted to the superintendent sixty (60) days before the proposed leave. A formal request must be submitted at least sixty (60) days prior. The leave, if granted, will take effect the succeeding semester.
2. The letter of request shall contain the name of the college or university involved, the type of academic effort intended, time schedule to be observed, the purpose (self-improvement, certification, etc.) of the proposed program and the likely benefit to Perry Schools. Upon conclusion, the staff member shall provide evidence that the plan was successfully completed.
3. The certified/licensed employee must hold a professional or permanent certificate and/or license and have served in Perry five (5) years and must guarantee in writing that he will return to serve in the Perry Local Schools for a period of one (1) year or forfeit and repay the entire salary amount paid during the sabbatical leave.
4. Upon review of the request and with the advice of the administrators involved, the superintendent may submit at any meeting to the Board, a resolution recommending individual requests for sabbatical leave.
5. The staff member will be notified in writing of the action of the Board within fourteen (14) days after the Board acts.
6. Members of the certified staff returning from sabbatical shall be assured an assignment commensurate with their certification. An effort will be made to return them to their previous position. The staff member will return at the same experience level on the salary schedule that the staff member was on prior to commencing sabbatical leave. No credit will be given for the period in which he/she does not perform services for the District.
7. The Board will pay its share of retirement cost upon payment by the employee of his/her share of the retirement provided proper application is made to STRS for a purchase of service credit. No other fringe benefits will be sustained except at the expense of the staff member on sabbatical leave.
8. Nothing herein shall be construed to require the Superintendent to recommend two (2) sabbaticals per year. Each request for sabbatical shall be considered on its individual merits and no such leave shall be recommended unless it is found in the best interests of the District.

9. Teacher exchange programs, such as the Fulbright Scholar Program, or other similar programs would fall under the guidelines outlined in this Article. Teachers on exchange programs will be granted one (1) year of credit on the salary schedule for one (1) year of participation in an exchange program.

#### IX-B PROFESSIONAL MEETINGS

The Local Superintendent or designee may approve and authorize the attendance of regular employees of the Perry Schools for professional meetings or to represent the District at regional, state or national conferences. Such approval shall be considered upon a written request which describes the date, location, nature of the meeting, anticipated costs to the school District, if such attendance is authorized.

The Superintendent shall review each such request, and with the advice from other appropriate administrators, shall approve, approve with modification, or deny the request and inform the applicant within seven (7) days of receipt of the request. Such decision shall be made on the basis of the staff member's duties and availability of any required substitute replacement, potential benefit to the applicant as well as the impact upon the District, and the costs for substitutes, transportation, registration, lodging, board, etc., which are requested. Application and approval for professional meetings shall be considered on the merits of each request. The decision of the Superintendent shall be final in all cases.

Upon approval of such request, the registration costs, exclusive of any fees for membership, may be paid directly to the organization sponsoring the professional meeting. All other costs shall be paid within 30 days after completion of the reimbursement claim for the approved meeting and contingent upon the submission of such report on the meeting as the Superintendent or his/her designated representative may request. Reimbursement will be limited as defined on the Superintendent's approval, except that such may also include reasonable additional expenses directly connected with the meeting which were unknown or unanticipated in advance. Receipts shall be attached for any lodging claimed. Actual out-of-pocket expenses of up to \$42 will be approved and amounts beyond that may be approved if authorized by the Superintendent.

Each teacher shall have the opportunity to at least one (1) professional day per year as outlined in the above procedure.

#### IX-C VISITATION POLICY

As part of the Perry Schools' continuing efforts to promote the professional growth of the teaching staff, each regular teacher serving under a full time contract shall have the opportunity for professional visitation during the current school term.

Such leave shall only be taken for visiting in another accredited elementary or secondary school in the State of Ohio and may be granted only after a written application is approved by the appropriate building principal. An application shall be approved when, in the judgment of the building principal, such proposed visitation will contribute to the professional growth of the staff member involved and the resulting absence from duty will not be detrimental to the students in the Perry Schools.

Except by demonstrated necessity, no more than one teacher shall be approved for visitation from a building on any given day. Similarly, no more than one (1) teacher will normally be approved to visit any school building on any single date.

Teachers should discuss preliminary plans with the appropriate principal before scheduling a visit to any other school. Teachers may be asked to provide brief written and/or oral summaries to



inform other staff members concerning programs observed.

Such approved visitation shall not be deducted from teacher sick leave or personal leave and the teacher shall receive his/her regular salary for the visitation day. The Board shall be obligated to reimburse the teacher for transportation.

#### IX-D IN-HOUSE PROFESSIONAL DAY

When the Superintendent or his/her designee determines that it is necessary to release a teacher from his/her regular teaching assignment to prepare for or participate in a special school program or activity, he/she will approve such absences as a professional day or a part thereof. Such teacher's classes during such absence will be covered by substitutes or by such other arrangement as may be deemed appropriate by the principal of the school building.

An in-house professional development day will follow the schedule of a regular professional development day. In the event that in-house professional development is scheduled for a half day, this will not follow the schedule of a regular in-service day nor will it follow the schedule of a regular work day. Teachers will be guaranteed an uninterrupted lunch period.

#### IX-E MENTORING PROGRAM

The language below reflects the Ohio Resident Educator Program Requirements, Year One. Subsequent program requirements will need to be added into this negotiated agreement as they are approved and developed by the Ohio Department of Education.

#### **Resident Educator**

##### ***Definition:***

- A Resident Educator (RE) is a teacher 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 preschool licensed by the Ohio Department of Education or Ohio Department of Job and Family Services.

##### ***Responsibilities:***

- The Resident Educator must complete a four-year program of support including mentoring, and completion of the Resident Educator Program requirements. The instructional meetings between the RE and Mentor Teacher are documented using the Collaborative Log. Upon completion of each year of support and mentoring, the RE will be provided with formative progress data and feedback to assist in meeting the summative assessment requirements by the end of the RE Program. At the end of the RE Program, the RE must sign the licensure application attesting to the completion of the program requirements.
- The Resident Educator individually has the responsibility for his/her teaching performance and his/her performance on the formative assessments.
- The RE shall participate in the orientation, as well as the District-sponsored Novice Endorsement Program and District-sponsored Professional Development Days, as part of the required on-going professional development.
- Collaborate with Mentor Teacher at least one-hour per week.
- Observe exemplary teachers a minimum of two (2) times in one (1) year.
- Be observed by the Mentor Teacher a minimum of three (3) times in one (1) year.

- Write and set the same goals for RE Program and for his/her District evaluation (PD Express).

### **Mentor Teacher for Resident Educator**

**Definition:** An exemplary teacher who is assigned to provide structured support to the resident educator and trained in the Resident Educator Program requirements.

**ODE Requirements:** To qualify for consideration, mentor candidates must complete the following steps:

1. Meet all of the following qualifications.
  - a. Five-year Professional License OR two-year Provisional License that has been renewed two (2) or more times;
  - b. Five (5) years of teaching experience; and
  - c. Recent classroom experience within the last five (5) years.
2. Complete District application process.
3. Be selected by District or school to attend state-sponsored mentor training.
4. Successfully complete state-sponsored mentor training. After successful completion of state-sponsored mentor training, Mentor Teachers are matched with resident educators and are expected to provide standards-based mentoring support to resident educators. For information on specific expectations for mentors, refer to the *Mentor Standards for the Ohio Resident Educator Program* on the Ohio Department of Education Website:  
<http://education.ohio.gov/GD/Templates/Pages/ODE/ODEDetail.aspx?page=3&TopicRelationID=1260&ContentID=67249&Content=104932>

### ***Responsibilities:***

- The Mentor Teacher must attend *all required mentor training modules* to become a certified mentor. The Mentor Teacher uses the formative assessment tools and protocols to support the resident educator. Upon completion of each year of mentoring and support, the Mentor Teacher will participate in a formative progress review to assist the RE in meeting the summative assessment requirements. At the end of the RE Program, the Mentor Teacher must sign the licensure application attesting to the completion of the program requirements.
- Mentor teachers shall not make any recommendation regarding the continued employment of their Resident Educator. The Resident Educator Program shall not replace employment evaluation. Evaluation of all teachers shall be conducted in accordance with the negotiated contract and per applicable state laws.
- Mentor Teachers will respect the necessary confidential nature of the Mentor Teacher/Resident Educator relationship.
- Observe the Resident Educator a minimum three (3) times in one (1) year.
- Document progress of the RE in a formal mid-year goal review and an annual formative progress review in conjunction with the Program Coordinator and RE.

Mentors shall use the formative assessment tools, protocols and processes shared in state mentor training.

- The instructional meetings between the RE and mentor are documented using the Collaborative Log.
- Upon completion of each year of support and mentoring, the RE will be provided with formative progress data and feedback to assist in meeting the summative assessment requirements by the end of the RE Program.

**Compensation:** Mentors for Resident Educators shall be employed under a supplemental contract and shall be paid \$1500 upon completion of each school year that he/she served as a mentor for a Resident Educator and \$2500 for serving two (2) Resident Educators as a mentor.

### **New to District Teacher**

**Definition:** Teacher that has had previous teaching experience but is a new employee to the District.

**Responsibilities:** The New to District Teacher individually has the responsibility for his/her teaching performance and his/her performance.

### **Mentor for New to District Teacher**

**Qualifications:**

- Generally, Mentor Teachers shall possess a minimum of five (5) years of satisfactory teaching experience or at least three (3) years in the District and will consent to participate in mentorship training.
- Mentor Teachers shall express interest for available mentorship positions in each building as they occur by contacting the building administrator. Positions will be filled in the same manner as other supplemental positions with preference being given to teachers in the grade and/or content area as the New to District Teacher.
- Mentor Teachers may serve more than one (1) teacher if there are not sufficient Mentor Teachers to serve the number of individuals requiring mentorship and/or sufficient Mentor Teachers do not volunteer to serve as a Mentor Teacher.

**Responsibilities:**

- Mentors will assist New District Teachers to understand the workings of the District by meeting with them on a regular basis. When possible, common planning times within the school day will be provided. District Mentors will encourage and support the New to District Teacher to actively participate in any and all Professional Learning Community (PLC) activities/duties.
- Mentor Teachers shall be released from duties to observe their assigned New to District Teachers in two (2), half-day (½) visits as necessary without substitute coverage, or if substitute coverage is needed, as approved by building administrator.
- Mentor Teachers will be expected to maintain a log indicating the dates and times of meetings with the New to District Teacher. This will be the only written information provided to the administration and both the Mentor Teacher and the New to District Teacher will sign such log.
- The New to District Teacher may be assigned a mentor who is certified / licensed in the same subject area and where possible the assignment shall be made in the same building.

- Mentor teachers shall not make any recommendation regarding the continued employment of their New to District Teachers.
- All interaction, written or verbal, between the Mentor Teacher and the New to District Teacher shall be confidential information to extent allowed by law.
- No Mentor Teacher shall participate in any informal or formal contractual evaluation of a bargaining unit member.

***Reassignment:***

- No later than six (6) weeks after initiation of the mentor program the New to District Teacher may exercise the option to have a new Mentor Teacher assigned or a Mentor Teacher may request another Mentor Teacher be assigned. No prejudice or evaluation is to be given by such change as a mentor/inductee must operate in a trusting and comfortable relationship.
- New to the District Teacher Mentor Program shall not replace employment evaluation. Evaluation of all teachers shall be conducted in accordance with the negotiated contract and per applicable state laws.

***Compensation:*** Mentors shall be employed under a supplemental contract. A mentor of a “New to the District” employee shall be paid \$400.

IX-F CONTINUING CONTRACT (TENURE)

NOTICE OF CONTINUING CONTRACT ELIGIBILITY

Each year on or about September 15, the office of Superintendent shall provide a memo to all teachers on limited contract setting out the criteria for eligibility for continuing contract. The memo also shall set out the options available in the event continuing contract status is not approved. Teachers who believe they are or will be eligible for consideration for continuing contract status and will have completed the requirements by the final Board meeting in April of that school year and wish to be so considered shall complete the application form attached to the memo and return the form to the Superintendent by October 15.

By November 15, the building principal/evaluating administrator will discuss the process with the teacher who has expressed an interest in being considered for continuing contract status. A teacher who does not complete and return the form confirming his/her intent to be considered shall not be eligible for consideration for continuing contract status during that school year.

A teacher who expresses his/her intent to be considered and is not able to complete the steps required or who wishes to withdraw from consideration for continuing contract status shall notify his/her building principal/evaluating administrator of that fact no later than April 15. Such teacher shall not be eligible for continuing contract status during that school year. This teacher shall not experience another employment consequence solely as a result of not completing the continuing contract eligibility requirements. A teacher may elect to reapply for continuing contract consideration in a subsequent school year.

With respect to the application process for continuing contract consideration only, this provision shall supersede ORC Sections 3319.11 and 3319.111.

## IX-G LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. Pursuant to ORC 3319.22(F) and OAC 3301-24-08 (Teacher Licensure Law and Regulations), a Local Professional Development Committee (LPDC) shall be established to review professional development plans composed of course work, continuing education units and other equivalent activities, and to approve District programs for credit. The LPDC and its individual members shall be responsible for complying with state law and regulations including future amendments.
2. The term of office for LPDC members shall be three (3) years, beginning with the start of each school year. Initial terms will be staggered for teachers and administrators via one (1), two (2), and three-year terms to maintain committee continuity.
3. The LPDC shall have seven (7) teacher members appointed by the PCTA President (one (1) co-chair and two (2) teachers each from PES, PMS and PHS) and four (4) administrators appointed by the Superintendent. It is required that one (1) of the administrators be a building administrator. Vacancies shall be filled in the same manner. Committee members may be reappointed.
4. Decisions for the LPDC shall be made in accordance with procedures established by the LPDC and shall follow state statutes and regulations now or hereafter adopted.
5. The LPDC will be responsible for developing informational programs for professional staff. Each educator fulfilling the license renewal requirements is responsible for the design of an Individual Professional Development Plan, subject to the approval of the LPDC. The plan shall be based on the needs of the educator, the students, the school, and the District.
6. LPDC members appointed by the PCTA President shall receive an annual stipend of \$750 (\$1,000 for the co-chairperson) payable in equal installments in January and June.
7. In order to meet the needs of the entire District and the needs of each building, the Local Professional Development Committee (LPDC) will coordinate and, when applicable, facilitate the professional development day activities in collaboration with the Leadership Team and the Teacher Leaders. The Superintendent or his/her designee, in collaboration with the Leadership Team, the LPDC, and the Teacher Leaders shall designate the number of days or partial days that will be available for professional development district-wide or by individual buildings. Working in collaboration with the Administration, Teacher Leaders and LPDC will be responsible to plan and implement the days that are designated for building professional development activities.
8. The Association and the Administration mutually agree that professional development activities collaborated upon by the LPDC Committee, Teacher Leaders, and the Leadership Team shall align to District SMART Goals and shall emulate the Ohio Standards for Professional Development listed below and the National Standards for Professional Development on-line.

## IX-H LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE APPEALS PROCEDURE

Staff members who disagree with a decision of the LPDC and wish to appeal should file the Appeal Form with the LPDC within ten (10) working days of receipt by the LPDC.

1. Reasons for Appeal
  - a) IPDP not accepted
  - b) Activity not approved
  - c) Renewal of License not approved

## 2. Process of Appeal

### a) Level I – Reconsideration

Applicant must submit Appeal Form to the LPDC and will be given an opportunity to attend the next LPDC meeting to present the case. The LPDC will act on the appeal within ten (10) working days.

### b) Level II – Third Party Review

If the applicant is not satisfied after Level I, he/she may resubmit the Appeal Form within ten (10) working days of the Level I decision to the LPDC.

The Level II Appeals Committee will be comprised of three (3) licensed/certified Perry Local Schools' educators (two (2) licensed teachers/one (1) licensed administrator not currently serving on the LPDC) who are chosen as follows: one (1) person chosen by the applicant, one (1) person chosen by the Superintendent of Schools and one person chosen by the President of the PCTA. The applicant and the LPDC representatives will have an opportunity to meet with the committee. The Level II Appeals Committee will conduct a review to either approve or disapprove an applicant's Level II Appeal.

The committee will act and communicate the decision to the applicant and the LPDC within twenty (20) working days of receipt by the LPDC. The decision is final.

<b>Ohio Standards for Professional Development</b>	
<i>Professional learning that increases educator effectiveness and results for all students...</i>	
<b>Standard 1: Learning Communities</b> ...occurs within learning communities committed to continuous improvement, collective responsibility and goal alignment.	<b>Core Elements:</b> <ul style="list-style-type: none"> <li>• Engage in continuous improvement</li> <li>• Develop collective responsibility</li> <li>• Create alignment and accountability</li> </ul>
<b>Standard 2: Leadership</b> ...requires skilled teacher leaders and administrators who develop capacity, advocate, and create support systems for professional learning.	<b>Core Elements:</b> <ul style="list-style-type: none"> <li>• Develop capacity for learning and leading</li> <li>• Advocate for professional learning</li> <li>• Create support systems and structures</li> </ul>
<b>Standard 3: Resources</b> ...requires prioritizing, monitoring and coordinating resources for educator learning.	<b>Core Elements:</b> <ul style="list-style-type: none"> <li>• Prioritize human, fiscal, materials, technology and time resources</li> <li>• Monitor resources</li> <li>• Coordinate resources</li> </ul>
<b>Standard 4: Data</b> ...requires the use of a variety of sources and types of student, educator and system data to plan, assess and evaluate professional learning.	<b>Core Elements:</b> <ul style="list-style-type: none"> <li>• Analyze student, educator and system data</li> <li>• Assess progress</li> <li>• Evaluate professional learning</li> </ul>
<b>Standard 5: Learning Designs</b> ...integrates theories, research and models of human learning to achieve its intended outcomes.	<b>Core Elements:</b> <ul style="list-style-type: none"> <li>• Apply learning theories, research and models</li> <li>• Select learning designs</li> <li>• Promote active engagement</li> </ul>
<b>Standard 6: Implementation</b> ...applies research on change and sustains support for implementation of professional learning.	<b>Core Elements:</b> <ul style="list-style-type: none"> <li>• Apply change research</li> <li>• Sustain implementation</li> <li>• Provide constructive feedback</li> </ul>

<p><b>Standard 7: Outcomes</b> ...aligns its outcomes with educator performance and student curriculum standards.</p>	<p><b>Core Elements:</b></p> <ul style="list-style-type: none"><li>• Meet performance standards</li><li>• Address learning outcomes</li><li>• Build coherence</li></ul>
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## ARTICLE X

### BUILDING LEVEL COMMITTEES

Building Level Committees (BLC) will be used to further enhance communication and collaboration between the PCTA and administration.

A common framework will be mutually developed by PCTA and Administration. Regular meetings will be scheduled.

The Building Level Committee is to be co-chaired by the Building Principal and a teacher member of the PCTA. The assigned members on the committee are to be mutually agreed upon by the PCTA and the Administration. One (1) member of the PCTA Executive Committee shall serve on this committee and others as need be.

Topics that go beyond communication issues are not required to be discussed in Building Level Committee meetings. Collaborative discussion that takes place during Building Level Committee meetings shall not be deemed to expand the scope of the Building Level Committee's purpose and shall not be precedent-setting. Nor shall such discussion limit in any way the Board's retention of its management rights as set forth in this Agreement and in Ohio Revised Code §4117.08.

PCTA accepts the conditions of this article and encourages the Board to continue the practice of shared decision making in the school buildings.



ARTICLE XI

EVALUATION / RENEWAL / NONRENEWAL

- A. INTRODUCTION
- B. EVALUATION PROCEDURES
- C. CREDENTIALLED EVALUATORS
- D. PROFESSIONAL GROWTH AND IMPROVEMENT PLANS
- E. LIMITED CONTRACT TEACHERS
- F. CONTINUING CONTRACT TEACHERS
- G. TESTING FOR TEACHERS IN CORE SUBJECT AREAS
- H. RETENTION AND PROMOTION DECISIONS
- I. REMOVAL OF POORLY-PERFORMING TEACHERS
- J. PROFESSIONAL DEVELOPMENT

## ARTICLE XI

### EVALUATION / RENEWAL / NONRENEWAL

The Perry Local School District (PLSD) Administration and the PCTA agree to negotiate and adopt the new State of Ohio Teacher Evaluation System before July 1, 2020. As of February 3, 2020, the timeline is for a public hearing in mid-February 2020 and the final vote by the Ohio Department of Education in mid-March 2020.

#### XI-A INTRODUCTION

The Perry Board recognizes the importance of evaluating teachers for the purposes of rewarding excellence, improving the quality of instruction students receive, improving student learning, strengthening professional proficiency, including identifying and correcting deficiencies, and for informing employment decisions.

Both the Administration and the Association agree that the purpose of performance appraisal of teachers is to recognize and enhance the quality of classroom instructional practices to meet the diverse learning needs of our students. Therefore, the following procedures shall be implemented for the performance appraisal of limited contract and continuing contract teachers based on the evaluation framework adopted by the State Board of Education.

Each teacher will be evaluated according to Ohio Revised Code and the Evaluation Framework as defined by the Ohio Teacher Evaluation State Model (OTES) which is aligned with the *Standards for the Teaching Profession* adopted under state law.

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Consultation committee with continuing participation by District teachers represented by the PCTA and for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

#### Definition of "Teacher" for Evaluation Purposes

This policy applies to District employees who meet one (1) of the following categories:

1. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of his/her time providing content-related student instruction; or
2. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing content-related student instruction; or
3. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing content-related student instruction; or
4. A teacher working under a permit issued under ORC 3319.301 who spends at least 50% of his/her time providing content-related student instruction.

The following specific positions are not considered teachers for the purposes of this Article, but shall have a different evaluation process and forms designed at a later date by consultation between PCTA and administration: Audiologist, Guidance Counselor, Media Specialist, Speech/Language Pathologist, School Psychologist and persons operating under administrative licenses. Upon hire, substitute teachers working 120 days or more will be evaluated under the Performance Measure of this evaluation system.

## XI-B EVALUATION PROCEDURES

The Superintendent will assign OTES credentialed evaluators responsible for the evaluation of teachers. The PCTA recognizes the responsibility of the administration to make periodic evaluations of the performance of teachers in accordance with the expectations, policies, and administrative guidelines of the Board and the laws in the State of Ohio.

### Pre- and Post-Conferences

Pre-conferences will be scheduled with individual teachers prior to the first formal observation. Every effort will be made to schedule the pre-conference within three (3) working days of the formal observation. The pre-conference will allow the evaluator and the teacher to discuss what the evaluator will observe during the formal classroom observation. Important information is shared about the characteristics of the learners and the learning environment. Specific information is also shared about the objectives of the lesson and the assessment of student learning. The conference will provide the teacher an opportunity to identify areas of reinforcement and refinement based on the Ohio Teaching Standards.

After each formal observation a post-conference will be held with the teacher. Every effort will be made to schedule the post-conference within three (3) working days. While the PTES observation is used to evaluate a teacher's instruction it is also used to provide a basis of support that teachers receive for professional growth. The purpose of the post-conference is to provide teachers opportunities to self-reflect on their lessons with the guidance and support of their evaluator.

The PTES design team determined in Perry that the first pre-conference is mandatory for all teachers and administrators. Assuming a positive first observation, a pre-conference before the second formal observation will only occur at the request of the principal or teacher. The decision of whether to have a 2<sup>nd</sup> preconference should be noted on the 1<sup>st</sup> post conference form.

*See OTES Resource Material for Pre-Observation Planning and Lesson Reflection Questions*

### The Formal Observation Process

Observations of teaching provide important evidence when assessing a teacher's performance and effectiveness. As an evaluator observes a teacher engaging students in learning, valuable evidence may be collected on multiple levels. As part of the formal observation process, ongoing communication and collaboration between evaluator and teacher help foster a productive professional relationship that is supportive and leads to a teacher's professional growth and development. Teachers will participate in a minimum of two (2) formal observations (see note below).

A formal observation consists of a visitation of a class period or the viewing of a complete class lesson. The observation should be conducted for an entire class period, lesson, or a minimum of thirty (30) minutes. During the classroom observation the evaluator documents specific information related to teaching and learning. Each formal evaluation will be analyzed by the evaluator using the Teacher Performance Evaluation Rubric. A narrative will then be completed by the evaluator to document each formal observation.

The Board must require at least three (3) formal observations of each teacher who is under consideration for non-renewal and with whom the Board has entered into a limited contract or an extended limited contract.

*See OTES Resource Material for Teacher Performance Evaluation Rubric*

### Walkthroughs

Multiple walkthroughs will be conducted by the evaluator of each classroom teacher. These informal observations should last a minimum of five (5) minutes. The walkthroughs are intended to establish a supportive connection between the evaluator and the teacher and monitor the teacher's progress on targeted areas of instruction. These visits also are a tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits. Every effort will be made to provide teachers written feedback on evaluator walkthroughs within one (1) working day and will have the opportunity to write a response if they choose to do so.

*See OTES Resource Material for Informal Observation: General Form*

### Written Summative Evaluations

Written summative evaluations shall include areas of reinforcement and specific recommendations regarding refinement needed in the performance of the teacher being evaluated and the means by which the teacher may obtain assistance in making such improvements.

The teacher and the evaluator will sign copies of any observation/evaluation documents to indicate that the documents have been examined. The signed summative rating forms will be discussed with him/her in a teacher-evaluator conference to provide an opportunity for discussion of the teacher's strengths and opportunities for continued growth to meet student needs. The final summative evaluation shall be placed in the teacher's personnel file with copies retained by the evaluator and the teacher. Any teacher who disagrees with the contents of the written documentation may make timely written reply thereto, which reply shall be annexed to the summative evaluation and copies thereof, and which shall be retained as a part of the evaluation record

### Evaluation Timeline

All teacher evaluations may begin in September and are completed by May 1 of the evaluated year. Teachers evaluated are provided with a written copy of the mid-year review and final summative evaluation results by May 10. Generally, there will be at least twenty (20) work days between observation one (1) and observation two (2). Each teacher shall be notified of the name of his/her evaluator, the evaluation procedures, and forms to be used no later than September 15 of each school year; in the case of a new teacher within twenty (20) work days of the first day of work.

### Assigning an Effectiveness Rating

Each evaluation will result in an effectiveness rating as set forth in the teacher evaluation framework by the State Board of Education. See PTES Reference Guide.

## XI-C CREDENTIALLED EVALUATORS

The Administration will provide a list of approved credentialed evaluators to the PCTA President. Each teacher evaluation conducted under this policy shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with ORC 3319.111(D); and 2) who holds a credential established by ODE for being an evaluator; and 3) who is a member of the Perry Local Schools Administrative Staff. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment.

#### XI-D PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

Based upon the results of the teacher evaluation per the framework adopted by the State Board of Education, each teacher will have a professional growth plan or professional improvement plan. See PTES Reference Guide.

#### XI-E LIMITED CONTRACT TEACHERS

The Perry Board will issue limited contract teachers, contracts of lengths that correspond to the interval of years in which the teachers are evaluated under this policy. For example, a limited contract teacher that will be evaluated every two (2) years, would be given a two-year limited contract.

For an Employee employed for a specific period of time in a specific teaching assignment due to a vacancy of known duration (i.e., long-term substitute Employee), the work agreement will automatically expire at the close of said period without need for Board action to non-renew.

Limited contract teachers during the first year of employment whose regular teaching contract the Board intends to non-renew shall be notified by the Superintendent not later than the 1<sup>st</sup> day of June that they will not be recommended to the Board for rehiring for the next school year. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to present their case.

Limited contract teachers that the Board intends to renew after their first year and have met all of the expectations in the Ohio Standards for the Teaching Profession will be notified by the Superintendent and afforded the conditions covered under Article XI-I (1) Removal of Poorly-Performing Teachers below. Limited contract teachers that the Board intends to renew after their first year but may not have met expectations in one (1) or more of the Ohio Standards for the Teaching Profession will not be afforded the conditions covered under Article XI-I (1) of Removal of Poorly-Performing Teachers below. This determination will be made by the Superintendent, with the consultation of the PCTA President. Such teachers after the completion of their second year will either fall under Article XI-I (1) of Removal of Poorly-Performing Teachers provision for the remainder of their employment as limited contract teachers, or will be notified by the Superintendent not later than the 1<sup>st</sup> day of June that they will not be recommended to the Board for rehiring for the next school year. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to present their case.

This non-renewal procedure for limited contract teachers employed for two (2) or fewer years supersedes all provisions of Article XI, Evaluation/Renewal/Non-Renewal, ORC 3319.11 and ORC 3319.111. Once teachers have been afforded the opportunity to present their case to the Board in executive session and the Board has taken action to non-renew, such teachers, no matter the performance rating, shall have no right to challenge said non-renewal pursuant to ORC 3319.11 or 3319.111 or through the grievance procedure. The Board shall follow the provisions of O.R.C. 3319.11 with regard to any non-renewal of limited contract teachers that have been in the District more than two (2) years.

#### XI-F CONTINUING CONTRACT TEACHERS

Continuing contract teachers will at a minimum be evaluated as permitted in the framework approved by the State Board of Education and ORC.

The evaluation procedure contained herein controls and supersedes the provisions of O.R.C. 3319.111. The Board shall follow the provisions of O.R.C. 3319.16 with regard to any non-renewal of continuing contract teachers.

#### XI-G TESTING FOR TEACHERS IN CORE SUBJECT AREAS

Beginning with the 2015-16 school year, teachers who teach in a “core subject area” are required to register for and take all written examinations of content knowledge as required by ODE. “Core subject area” means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history, and geography.

#### XI-H RETENTION AND PROMOTION DECISIONS

The Board adopts the following procedures to be used by District administrators in making retention and promotion decisions:

Teachers rated above the lowest rating through the evaluation procedure shall be considered “comparable” to the rest of the bargaining unit for the purpose of reduction in force.

Teachers rated at the lowest possible rating through the evaluation procedure shall no longer be considered “comparable” to the rest of the bargaining unit for the purpose of reduction in force.

Selection of teachers to have their contracts suspended for the purpose of a reduction in force shall be based on “comparable” evaluations in the following order:

1. Lowest possible rating from the most-recent evaluation by seniority
2. Above the lowest possible rating from the most-recent evaluation by seniority

Recall of teachers affected by the reduction in force shall be in the reverse order of the layoff and seniority, respectively.

This language will precede Article XIII on Reduction in Force (RIF).

#### XI-I REMOVAL OF POORLY-PERFORMING TEACHERS

The Board adopts the following procedures to be used by district administrators in removing poorly-performing teachers:

1. Teachers employed two (2) years and beyond.... receiving the overall lowest possible rating on their evaluations for two (2) of the three (3) most recent school years or whose final summative rating is a combination of the lowest two (2) possible ratings for three (3) out of five (5) previous years and/or fails to pass an examination of content knowledge selected by ODE will be notified that he/she is to be considered for termination under Sec. 3319.16 of the Ohio Revised Code. Prior to being terminated, a teacher will be given one (1) subsequent contract year to pass the examination of content knowledge and fulfill the professional development as prescribed in the Improvement Plan.
2. A teacher who in the subsequent contract year fails to pass the examination of content knowledge or fails to fulfill the prescribed professional development improvement plan shall be terminated under Sec. 3319.16 of the Revised Code at the conclusion of that year.
3. A teacher who passes the ODE examination of content knowledge and completes the required professional development improvement plan prescribed to address deficiencies identified in past evaluations and provides proof of passage to the superintendent of schools, shall not be required to take the examination again or be considered for termination based on his/her final summative rating for three (3) years, regardless of the teacher's evaluation ratings. This is contingent upon the teacher fulfilling the requirements of his/her improvement plans as prescribed by his/her evaluator in any instance where the teacher

again receives either of the lowest two (2) possible ratings. A teacher who fails to fulfill a prescribed or collaborative improvement plan during these three (3) years will result in termination.

All other provisions of ORC with respect to non-renewal outside of OTES shall prevail.

XI-J PROFESSIONAL DEVELOPMENT

The Board's plan for the allocation of financial resources to support professional development will be to continue to support the five (5) professional development days that have been part the current Collective Bargaining Agreement.

## ARTICLE XII

### TRANSFERS

Transfers will be on a voluntary basis whenever possible. However, teachers understand that shifts in personnel will happen in order to:

1. adjust to enrollment changes in individual schools,
2. balance staffing in terms of experience, training and skills
3. provide teachers with professional growth opportunities
4. maximize student achievement most effectively
5. reduce District costs
6. re-organize staff due to attrition

When transfers become necessary, a procedure needs to be in place to ensure a successful transition.

1. There will be posting of upcoming available positions to see if there are any volunteers within the District before hiring new personnel.
2. All involuntary transfers shall be done on a seniority basis, unless the teachers' certification, training, and experience are not equal or placement would be inconsistent with the best interests of the District. If the District does not involuntarily transfer the least senior teacher, the District will provide specific written reasons for its decision.
3. Teachers will be entitled to an individual meeting with the principal and administrator (with union representation if the teacher so wishes).
4. Custodial assistance with movement of classroom materials will be made available.
5. Assignments for the following school year will be made prior to July 15. If an opening occurs after July 15, transfers will be made on a voluntary basis only.



ARTICLE XIII  
REDUCTION IN FORCE (RIF)

## ARTICLE XIII

### REDUCTION IN FORCE (RIF)

When, in the judgment of the Board, it becomes necessary to reduce the number of bargaining unit members in the District for reasons other than performance, the following procedures shall apply:

Prior to making any reduction, the Superintendent shall have the authority to make such transfers, as he deems necessary to prevent a reduction in force. If a reduction in force becomes necessary, the Superintendent shall give each affected teacher a notice of intent to suspend his/her contract no less than forty-five (45) days prior to the effective date of a reduction in force. The Superintendent shall have at least ten (10) calendar days prior to Board action on a recommended reduction in force to meet with PCTA representative(s) to review the proposed reduction in force.

#### ATTRITION

The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practicable for employees who retire or resign or whose limited contracts are not renewed on the basis of performance. To achieve educational aims, however, it may be necessary to hire some replacements for some positions if other employees in the system do not possess the certification/license, qualifications, and experience for the position, and the position is one (1) that the Board intends to fill. Attrition, moreover, may not be sufficient to accomplish a reduction in force in full.

#### SUSPENSION OF CONTRACTS

Reductions not achieved through attrition will be made in accordance with the recommendations of the Superintendent of Schools. In making his/her recommendations to the Board, reductions shall first be done by limited contract teachers, by the least senior in the affected certification/license area to be reduced. After reductions by limited contract teachers, continuing contract teachers shall be done by the least senior in the affected certification/license area to be reduced.

#### SENIORITY

This section is preceded by Article XI-H.

Except as provided in Measuring Length of Service provision outlined below and subject to the preference for teachers on continuing contracts over limited contracts, employees with longer continuous service will be retained in preference to those with less continuous service, certified/licensed to teach in the same field. However, no employee shall be entitled to be placed in a position outside his/her current certification(s)/license(s). If two (2) or more employees have exactly the same length of continuous service and the same contract status, the following tie-breaking procedures shall be used. They are listed in order of priority.

- a. The date on the letter of intent from the Board committing the District to the intent to hire.
- b. The date of the Board meeting at which the teacher was hired.
- c. Higher level of certification/licensure appropriate to the position, i.e., permanent, professional, provisional.
- d. Previous certificated/licensed service in the Perry Local School District.
- e. Number of graduate hours completed after bachelor's degree.

- f. Number of undergraduate hours completed after bachelor's degree.
- g. Number of undergraduate hours.

Tie-breaking criteria shall be submitted by the individual for his/her personnel file no later than March 1 of the year of the reduction in force.

#### MEASURING LENGTH OF SERVICE

For the purpose of determining preference for retention, length of continuous service in employment with the District will be measured on the basis of the length of actual uninterrupted service. Persons who are contracted to be at school four (4) hours or more per day for 183 days per year, or equivalent, shall be credited with one-year experience for each year under contract. Persons contracted for less than listed above shall be credited with one-half (1/2) year experience for each year under contract. Such crediting shall be exclusively for application to this article (RIF) of this Contract.

Periods of time on authorized leave of absence or layoff shall count towards an employee's continuous service in the District, provided that no employee shall be credited with more than one (1) of continuous service for time spent on unpaid leave(s) or layoff. Time spent on inactive pay status (unpaid leave or layoff) in excess of one (1) year shall not contribute to the accrual of seniority but shall not constitute a break in seniority. The continuous service of an employee who has returned to employment following resignation or other termination of employment will be measured from the date of return.

#### SENIORITY LIST

The Superintendent of Schools or his/her designee shall send electronically an annual seniority list to the President of the PCTA by December 15 of each year. Employees shall have fifteen (15) workdays to challenge to the Superintendent in writing any possible inaccuracies contained in the list. If such adjustment is valid, a new list shall be posted immediately. An additional (15) fifteen days will be allocated for subsequent adjustments. If there are not challenges to the list within (15) fifteen days, the list shall be considered final until the posting.

#### REINSTATEMENT

Teachers whose contracts are suspended will have a right of restoration in the order of seniority of service in the District if and when teaching positions become vacant or are created for which any of the teachers are certified/licensed. Teachers on limited contracts remain on the recall list for one (1) full school year and through August 15. Teachers on continuing contracts remain on the recall list for two (2) full years and through August 15. The employee is obligated to keep the District advised in writing of a telephone number and mailing address at which he/she can be reached. A teacher who declines an offered position is removed from the recall list.

A teacher who has been subject to a reduction in force may retain his/her health benefit package at the Teacher's expense while on the recall list.

This Article governs reductions in force of teachers in the District and supersedes Ohio Revised Code Sections 3319.11, 3319.111, 3319.17, and 3319.172 as related to reductions in force.

#### ARTICLE XIV

#### SUCCESSOR CLAUSE

The provision of this contract shall, during the term of the contract, be binding upon the Board and the PCTA and their successors, assigns, or future purchasers and all the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer, or assignment by the Board of any or all of its property, or affected or changed in any respect by any change in legal status, ownership, or management of the Board or the PCTA.

ARTICLE XV

APPENDICES

- A. CONSIDERATION FOR CONTINUING CONTRACT
- B. CONTINUING CONTRACT CONSIDERATION REQUEST
- C. CONTINUING CONTRACT ELIGIBILITY
- D. HEALTHCARE CHART

## Appendix A

TO: Limited Contract Teachers  
FROM: Office of the Superintendent  
RE: **Consideration for Continuing Contract**

Pursuant to the Collective Bargaining Unit Agreement between the Perry Classroom Teachers Association and the Perry Board of Education, teachers who wish to be considered for continuing contract status must complete the attached application and return it to the Superintendent's Office by October 15. To be eligible for continuing contract consideration, a teacher must:

1. By the end of this school year have taught three (3) of the last five (5) years in Perry or, if he/she has acquired continuing contract status in another Ohio district, have completed two (2) years of teaching in Perry by the end of the school year.
2. Hold a permanent, eight-year professional certificate, or five-year professional license. (See Appendix C)
3. Be working to be eligible for his/her professional (five-year) license with completion of such requirements by the regularly scheduled Board meeting in April. (See Appendix C)

If a teacher has completed the necessary work, and holds the required certificate/license and applies for continuing contract, the following options are available to the Board under the ORC Sections 3319.11 and 3319.111:

1. The Superintendent may recommend that the teacher receive continuing contract status for the following year.
2. The Superintendent may recommend the teacher for continuing contract status, but the Board rejects that recommendation. At a subsequent meeting the teacher either will be non-renewed or approved for an extended limited contract for one (1) or two (2) years.
3. The Superintendent may recommend that the teacher be non-renewed, and that recommendation is approved or rejected by the Board.

Teachers who do not desire to be considered for continuing contract status are not required to complete the application process. Teachers who wish to be considered for continuing contract status are required to complete and submit the application to their evaluating administrator. The evaluating administrator will meet with teachers applying for continuing contract status to discuss the continuing contract consideration process.

If a teacher applies for continuing contract consideration and later learns he/she will not be able to complete the requirements by April 1 or decides by the regular Board meeting in April that he/she does not wish to be considered, the teacher shall so advise the evaluating administrator. If he/she withdraws, he/she may elect to apply for continuing contract consideration in a subsequent year.

**APPENDIX B**

**PERRY LOCAL SCHOOLS  
CONTINUING CONTRACT CONSIDERATION REQUEST**

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

A teacher who seeks to be considered for receipt of continuing contract starting with the following school year must complete this form and return the form to the Office of the Superintendent by October 15. Please review the experience and licensing requirements and complete this form if applicable. Should you fail to complete and submit this form by October 15, confirming your intent to be considered, you shall not be eligible for consideration for continuing contract status during the current school year. Please know, as well, that if you express your intent to be considered and are not able to complete the steps required to secure the necessary professional license or if you wish to withdraw from continuing contract consideration, you may do so by notifying your evaluating administrator and the Superintendent's Office of that determination no later than April 15.

Please check one of the following responses:

- \_\_\_\_\_ 1. I do not wish to be considered for a continuing contract.
- \_\_\_\_\_ 2. I may be eligible for a continuing contract. (Select this option if have completed the requirements for your professional license or if you are currently working on your professional (5-yr) license but are not sure if you will complete the needed coursework in time to meet the deadline for the regularly scheduled April Board meeting.)
- \_\_\_\_\_ 3. I will be eligible to be considered for receipt of a continuing contract effective with the start of the next school year.
- \_\_\_\_\_ 4. I will not be eligible for consideration for receipt of continuing contract.

If you selected option 2 or 3, please complete the following:

- \_\_\_\_\_ My Permanent, Professional (8-yr) Certificate, or Professional (5-yr) License is on file with the Board Office.
- \_\_\_\_\_ I anticipate my Professional (5-yr) License will be issued on \_\_\_\_\_

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Building Location

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grade Level/Content Area

## APPENDIX C

### EXPERIENCE AND LICENSING REQUIREMENTS FOR CONTINUING CONTRACT ELIGIBILITY:

For teachers that were initially issued a teacher's certificate or educator license prior to January 1, 2011.

1. Counting this school year, you must have three (3) years teaching experience in Perry or have been granted a continuing contract in another district and been teaching in Perry for two (2) years.
2. Certification/Licensure requirement:
  - a. You must currently hold a Permanent or Professional (8-yr) Certificate in the field being taught;  
OR
  - b. You must have a Professional (5-yr) License in the field being taught on file with the District by April 15, of this school year and have completed one (1) of the following by April 15:
    - If you did NOT hold a Masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, you will have completed thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license.
    - If you HELD a Masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, you will have completed six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license.

For teachers that never held a teacher's certificate and were initially issued an educator license on or after January 1, 2011.

1. Counting this school year, you must have three (3) years teaching experience in Perry or have been granted a continuing contract in another district and been teaching in Perry for two (2) years.
2. Certification/Licensure requirement:
  - a. You must have a professional educator license, senior professional license, or lead professional educator license in the field being taught on file with the District by April 15, of this school year.
  - b. You must have held an educator license for at least seven (7) years and have completed one (1) of the following by April 15:
    - If you did NOT hold a Masters degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license.
    - If you HELD a Masters degree at the time of initially receiving an educator license, you will have completed six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license.



Appendix D

Lake County Schools Council Health Care Benefits Program  
 Adopted Standard Plan Designs: Non-Grandfathered effective 7/1/19

	Standard PPO Plans				Effective 7/1/19 (H.S.A. Compatible)	
	PPO Plan #1		PPO Plan #2		HDHP (High Deductible Health Plan)	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Benefit Period	January 1st through December 31st					
Dependent Age Limit	Age 26 - Removal end of Month					
Lifetime Maximum	Unlimited		Unlimited		Unlimited	
<b>Deductible - Single / Family<sup>1</sup></b>	<b>\$500/\$1,000</b>	<b>\$1,000/\$2,000</b>	<b>\$250/\$500</b>	<b>\$500/\$1,000</b>	<b>\$3,000/\$6,000</b>	<b>\$6,000/\$12,000</b>
<b>Coinsurance</b>	<b>80%</b>	<b>60%</b>	<b>90%</b>	<b>70%</b>	<b>90%</b>	<b>50%</b>
<b>Coinsurance Maximum (Excluding Deductible) - Single / Family</b>	<b>\$2,000/\$4,000</b>	<b>\$4,000/\$8,000</b>	<b>\$1,000/\$2,000</b>	<b>\$2,000/\$4,000</b>	<b>\$1,000/\$2,000</b>	<b>\$10,000/\$20,000</b>
Maximum Out of Pocket (Ded+ Coins+Medical & Drug Copays) <sup>3</sup>	\$6,600/\$13,200	N/A	\$6,600/\$13,200	N/A	\$4,000/\$8,000	N/A
<b>Physician/Office Services:</b>						
Medically Necessary Office Visit (Illness / Injury) Includes Teledoc	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	50% after deductible
Urgent Care Facility	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	50% after deductible
Immunizations (tetanus, rabies, meningococcal polysaccharide, HPV, influenza, VSV, Hepatitis B, MMR and pneumococcal polysaccharide are covered services)	100%	60% after deductible	100%	70% after deductible	100%	50% after deductible
<b>Preventative / Routine Services</b>						
Preventive Services in accordance with state and federal law	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Routine Physical Exam (Ages 21 and over, one per benefit period)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (To Age 21)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Routine Mammogram (One per benefit period)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Routine Pap Test (One per benefit period)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Routine Exam associated with Pap Test (one per benefit period)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible

**Appendix D**

**Lake County Schools Council Health Care Benefits Program  
Adopted Standard Plan Designs: Non-Grandfathered effective 7/1/19**

Routine Prostate Specific Antigen (PSA)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Routine Endoscopies	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Routine Labs, X-Rays and Medical Tests	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
<b>Outpatient Services:</b>						
Surgical Services	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	50% after deductible
Diagnostic Services	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	50% after deductible
Physical / Occupational Therapies (40 visits per benefit period then Med Review)	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	50% after deductible
Chiropractic Therapy - Professional Only (12 visits per Benefit Period then Med Review)	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	50% after deductible
Speech Therapy - Facility and Professional (20 visits per Benefit Period then Med Review)	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	50% after deductible
Cardiac Rehabilitation	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	50% after deductible
<b>Outpatient Services:</b>						
Emergency Room <sup>4</sup>	\$75 Copay, then 100%		\$50 Copay, then 100%		90% after deductible	
Non-Emergency use of an Emergency Room <sup>5</sup>	\$75 Copay, then 80%	60% after deductible	\$50 Copay, then 90%	70% after deductible	90% after deductible	50% after deductible
<b>Inpatient Services:</b>						
Semi-Private Room and Board	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	50% after deductible
Maternity	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	50% after deductible
Skilled Nursing (100 days per Benefit Period)	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	50% after deductible
Organ Transplants	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	50% after deductible
<b>Other Services</b>						
Allergy Testing and Treatments	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	50% after deductible
Ambulance	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	50% after deductible

**Appendix D**

**Lake County Schools Council Health Care Benefits Program  
Adopted Standard Plan Designs: Non-Grandfathered effective 7/1/19**

Durable Medical Equipment	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	50% after deductible
Home Healthcare	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	50% after deductible
Hospice	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	50% after deductible
Private Duty Nursing	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	50% after deductible
<b>Mental Health and Substance Abuse:</b>						
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits.		Benefits paid are based on corresponding medical benefits.		Benefits paid are based on corresponding medical benefits.	
Outpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits.		Benefits paid are based on corresponding medical benefits.		Benefits paid are based on corresponding medical benefits.	
<b>PRESCRIPTION DRUGS - COVERED THROUGH CVS/CAREMARK</b>						
<b>Retail Copay (30 day supply)*</b>						
Generic	\$10.00		\$10.00		90% after deductible	
Preferred Brand	\$30.00		\$25.00		90% after deductible	
Non-Preferred Brand	\$50.00		\$40.00		90% after deductible	
<b>Mail Order Copay (90 day supply)*</b>						
Generic	\$20.00		\$20.00		90% after deductible	
Preferred Brand	\$60.00		\$50.00		90% after deductible	
Non-Preferred Brand	\$100.00		\$80.00		90% after deductible	

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible.

<sup>2</sup>The office visit copay applies to the cost of the office visit only

<sup>3</sup>Maximum Out of Pocket amount will be subject to change based on compliance with the Affordable Care Act.

<sup>4</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

<sup>5</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

\* Maintenance Choice Program and Exclusive Speciality Pharmacy Network Apply

This benefit summary provides a brief outline of the services covered by Medical Mutual. Refer to your certificate for information regarding the administration of the plan.