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AGREEMENT BETWEEN
PREBLE SHAWNEE LOCAL SCHOOL DISTRICT
AND
PREBLE SHAWNEE LOCAL
EDUCATION ASSOCIATION
EFFECTIVE
JULY 1, 2022
THROUGH
JUNE 30, 2025

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PREAMBLE

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

ARTICLE I – DURATION

101 DURATION

Except as otherwise provided herein, this Agreement shall remain in effect July 1, 2022 until June 30, 2025. Either party to this Agreement, not sooner than one hundred fifty (150) days prior to the expiration date, may serve notice to the other party of its intent to negotiate a successor agreement. Within ten (10) days after receipt of said notice or at a time mutually agreed upon, the parties shall meet for the purpose of initiating discussions.

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

Alternate Dispute Settlement Procedure

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

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

IN WITNESS WHEREOF, the parties here to have set their hands this 23rd day of June, 2022.

FOR: PREBLE SHAWNEE LOCAL
SCHOOL DISTRICT

FOR: PREBLE SHAWNEE LOCAL EDUCATION
ASSOCIATION/OEA/NEA

J. J. Wood

President

Kimberly Willoughby

President

Tim Boenig

Superintendent

Eacy Gibbs

Chairperson

Jacqueline Bolton

Treasurer

Committee Member

ARTICLE II – RIGHT AND RESPONSIBILITIES

201 ASSOCIATION RIGHTS

- A. The Association shall be granted the exclusive teacher organizational right to payroll deduction for its annual dues and those of its affiliates and their departments. Deductions shall be in accordance with the payroll deduction policy (Article V, Section 508).
- B. The Association shall be granted the exclusive teacher organizational right to insert Association materials into the teachers' mailboxes and utilize school mail and school email for communication when needed, except for campaign-related school levy materials.
- C. The Association shall be granted the exclusive teacher organization right to hold meetings on school property at reasonable times before or after the work day. The Association shall schedule, in advance, space and times with the building principal or the Superintendent's office. There shall be no charge for the use of school facilities.
- D. The Association shall be provided the names, addresses, and phone numbers of newly employed teachers following Board approval of their contracts and ten (10) days before the scheduled orientation date if possible. An updated staff directory with names, addresses and phone numbers of all bargaining unit members will be provided to the Association President by September 15 of each year.
- E. The Association shall be given a place on the program for the orientation of new teachers. The Association shall be involved in the planning of new teacher orientation. The Association will also be given a time to address all bargaining unit members at the first teacher workday while all bargaining unit members are assembled together. The Superintendent and Association President will collaborate to schedule this time in the program.
- F. The Association President, or PSLEA member designated by the President, shall be given a tentative agenda the same day as the Board of Education. Within seven (7) working days after the Board meeting, a paid bill list and a summary of accounts will be sent to the President upon request.
- G. Association representatives may meet with teachers during the teachers' work day, provided that it is only during the teachers' planning time or when the teachers are not responsible for the supervision of students.
- H. The Association shall be granted a cumulative total of eight (8) days of Association leave per year, to be used by the Association to attend the Representative Assembly, meetings, conferences or other organizational affairs inside or outside the District. Three (3) days advance notification in KIOSK shall be provided. No more than five (5) members shall use Association leave on a given day, unless approved by the Superintendent/designee. The days may be used in one-quarter (1/4) days increments.

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

Such leave shall be granted without loss of pay upon advance written notice (on the appropriate form) of at least three (3) business days prior to the date of the intended absence to the Superintendent.

- I. Space on a bulletin Board in each teacher's lounge/workroom shall be made available for exclusive organizational use of the Association.
- J. A representative designated by the Association will be on the selection committee to interview final candidates for building principal as presented by the Superintendent. This representative will be from the building for which the administrative position is being filled.

202 BOARD RIGHTS

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

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

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

Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

203 NO STRIKE

- A. Neither the Association, its Agent, or any bargaining unit member or employee shall strike or engage in any slowdown, withholding of services or concerted activities designed to interfere with the normal operations of the school district during the term or extended term of this Agreement. Bargaining unit members shall be subject to the provisions of the Ohio Revised Code in accordance with 4117 O.R.C., including but not limited to Sections 4117.15, 4117.16, and 4117.18 in their entirety, as well as any future revisions to the O.R.C. Further, bargaining unit members found to be in violation of the above shall be subject to immediate disciplinary action by the Board, including termination.
- B. As per 4117.15(C): No public employee is entitled to pay or compensation from the public employer for the period engaged in any strike.
- C. Any violation of this section will be automatic and sufficient grounds for immediate disciplinary action by the Board against any employee(s) involved.

204 ACADEMIC FREEDOM

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

205 AVAILABILITY OF BOARD POLICIES

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

206 PERSONNEL RECORDS

- A. The official personnel file for each teacher shall be maintained by the office of the Board of Education. This file shall be considered confidential to the fullest extent of the law.
- B. Such files are the property of the Board of Education. The Superintendent of schools is the custodian of such files.

- C. Any material placed in the file shall be signed and dated by the person directing its placement in the file and by the teacher in whose file the material is being placed. If the teacher refuses to sign the material, such fact shall be noted. The teacher will be allowed to write a rebuttal to accompany any written complaint and add it to their official file.
- D. Anonymous letters or materials shall not be placed in any teacher's file, nor shall they be made a matter of record.
- E. Teachers shall be entitled to a copy, at their expense, of any material in their files, except for material originally supplied prior to employment.
- F. Teachers may periodically review their personnel files outside the employee's normal working hours. The teacher may request another individual to be present during the review. The Superintendent, or designated representative, shall be present during such review. At such time the teacher and Superintendent may mutually agree to remove materials from the file. Absent agreement, the teacher has all rights pursuant to Chapter 1347, Ohio Revised Code.
- G. Documentary information outside the official personnel file which is to form the basis of a teacher's evaluation or recommended non-reemployment will be disclosed to the teacher prior to the evaluation or recommendation. Only those anecdotal files, records, or letters which support the information in the official personnel file will be used in a teacher's evaluation or recommended non-reemployment.

207 CITIZEN'S COMPLAINTS ABOUT INSTRUCTIONAL MATERIALS OR METHODS

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

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

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

- D. Any appeal of the review committee's decision will be through the Superintendent to the Board of Education.

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

208 COMPLAINTS AGAINST TEACHERS

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

- A. Complaints directed against a teacher shall be initially addressed to the concerned teacher, who shall meet with the complainant to discuss the complaint. The teacher shall be given twenty-four (24) hours after the teacher has been informed of the nature of the complaint to prepare for such meeting.
- B. If the matter is not resolved at the first level, the complainant, building principal, and the concerned staff members shall meet to discuss the matter.
- C. If a meeting is sought by the complainant the Superintendent, after Steps A and B have been followed, the teacher will be notified.
- D. If a meeting is requested by the complainant with the Board of Education, the concerned teacher will be notified and will be given an opportunity to be present at the meeting and to be heard on the issue.

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

- E. This article shall be superseded by board policy and federal law with respect to a complaint of sexual harassment under Title IX.

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

ARTICLE III – CONDITIONS OF TEACHER EMPLOYMENT

301 REGULAR CONTRACTS

- A. All teachers employed by the Board of Education shall be issued written contracts in accordance with the Ohio Revised Code. Such contracts shall be delivered to bargaining unit members by July 1 or within 30 days of employment and shall include the following information:
1. Name of teacher.
 2. Name of the school district and Board of Education employing said teacher.
 3. Type of contract, whether limited or continuing. If limited, the number of years the contract is to be in effect.
 4. Basis of determining compensation (i.e., classroom teacher – B.A. Degree – 5 years' experience).
 5. Provision for signature and date of signature of the teacher being contracted.
 6. Number of days in the teacher contract year – 183.
- B. Tutors will be given a contract that specifies the hourly rate that they are paid when working, that the number of hours worked per day and days worked per year will be determined by the administration based on need and funds available for the particular program from which the tutoring position is funded. The contract will also state that tutors are not eligible for sick leave, personal leave or calamity days.

302 SUPPLEMENTAL CONTRACTS

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

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

6. Provision for signature and date of signature by the teacher.

303 SEQUENCE OF CONTRACTS

Limited Contracts

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

- (1) All teachers new to the District shall be granted a limited contract with a duration of one year.
2. All teachers who have successfully completed two (2) limited contracts with a duration of one (1) year each, and are recommended by the Superintendent, shall be recommended for a limited contract with a duration of two (2) years.
3. All teachers who have successfully completed two (2) limited contracts with a duration of two (2) years each, referred to in #2 above, and who have been recommended by the Superintendent, shall be recommended for a limited contract with a duration of three (3) years.
4. All teachers who have successfully completed a limited contract with a duration of three (3) years and who have been recommended by the Superintendent, shall be recommended for a limited contract with a duration of three (3) years of each contract thereafter.
5. At the conclusion of any limited contract, the teacher may be re-employed on a conditional status for a period of one (1) or two (2) years. The formal evaluation procedures must indicate that such action is warranted and written, specific recommendations regarding necessary improvements will be given to the teacher. If the Board elected to grant a contract with a lesser duration than that recommended by the Superintendent, the contract will be one with a conditional status.
6. Teachers who have successfully completed a limited contract with a duration of three (3) years, and who have demonstrated exceptional teaching performance, may be granted a limited contract with a duration of four (4) or five (5) years. Such teachers shall continue to receive a contract of the same period, as long as they continue to demonstrate exceptional teaching performance and are recommended by the Superintendent.
7. Any teacher on a multi-year contract who is eligible for a continuing contract during the term of the multi-year contract may, prior to October 1st of any school year, request consideration for continuing contract status. If the Superintendent chooses not to consider the teacher at that time, he will provide written reasons for not making said recommendation. Nothing contained herein shall bind the Board of Education to grant continuing contract status.

Continuing Contracts

1. Eligibility for continuing contract status is based on three factors:
 - (a) The grade or “quality” of the teaching license held by the teacher;
 - (b) The length of time the teacher has held an educator license;
 - (c) And the length of teaching service within the district.

2. For teachers initially licensed prior to January 1, 2011, the licensure requirement is met if the teachers:
 - (a) holds a professional, permanent, or life certificate (issued under prior law) or a professional, senior professional, or lead professional educator license, and
 - (b) has completed either of the following:
 - (1) if a master’s degree was held at the time of initially receiving certificate or license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate/license or the equivalent of six (6) combination of semester hours and equivalent activities as approved by the LPDC equal to six (6) semester hours; or
 - (2) if no master’s degree was held at the time of initially receiving a certificate/license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate/license, or the equivalent of thirty (30) semester hours through professional growth activities as approved by the LPDC or a combination of semester hours and professional growth activities as approved by the LPDC equal to thirty (30) semester hours.

3. For teachers initially licensed after January 1, 2011, the licensure requirement for continuing contract eligibility is met if the teacher:
 - (a) holds a professional, senior profession, or lead professional license;
 - (b) has held an educator’s license for seven (7) years; and
 - (c) has completed either of the following:
 - (1) if the teacher did not hold a master’s degree at the time of initially receiving an educator license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching filed since the initial issuance of that license; or
 - (2) if the teacher held a master’s degree at the time of initially receiving a

teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license.

4. The service requirement for continuing contract status requires the teacher to:
 - (a) have taught within the district for a least three (3) out of the last five (5) years;
or
 - (b) having achieved continuing contract status in another district; eligibility begins after two (2) years of service within the district, and may begin sooner if the Superintendent so recommends.
5. Teachers who believe they will be eligible for a continuing contract must give written notice of their eligibility to the Superintendent on or before October 1 of the school year in which they become eligible. Teachers will be considered for continuing contract when they become eligible.

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

6. Conversion Chart for Continuing Education Units.

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

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

304 TEACHER EVALUATION

- A. The Association and the Board agree that teacher evaluation procedures, including but not limited to the Ohio Teacher Evaluation System (“OTES”) and all current and future changes to the Teacher Evaluation System recommended and/or required by the Ohio Department of Education and/or the General Assembly will be reviewed by the OTES/OSCES committee. The committee will be composed of six (6) administrators, appointed by the Superintendent, and six (6) teachers, appointed by the Association.
- B. All teachers will be notified of their evaluator, in accordance with section F of this article, by September 1.

Teachers shall be notified of the evaluation procedures and forms developed by the Ohio Department of Education (“ODE”) used in the Teacher Evaluation system by September 15 of each year. Teachers shall submit their goals to the evaluator by September 30 each year. Teachers will be given an evaluator based on a rotation so that each teacher will be evaluated by at least two different evaluators every four years.

- C. The evaluation procedures in the Teacher Evaluation System shall apply to “Teachers” as that term is defined in ORC 3319.111. The OTES/OSCES Committee shall meet to develop procedures and forms to evaluate members who are not considered “Teachers” per ORC 3319.111. Separate forms and procedures selected by the OTES/OSCES Committee to evaluate members who are not considered “teachers” per ORC 3319.111 shall be used during the term of this agreement.
- D. The Board and the Association are committed to using OTES, as it currently exists and may be amended as needed, as the model for assessing teacher performance. To this end, the parties agree that the OTES Model will be followed.
- E. The Board and the Association agree that the following OTES Resources developed by ODE including the Ohio Evaluation System Portal (“OhioES”), will be used by the District, as necessary and appropriate, in evaluating teacher performance as part of the OTES Model. Any changes to the law or to the OTES Model and/or resources that would change the terms and conditions of Article 304 or any provision of this Agreement shall be reviewed by the OTES/OSCES Committee and approved by both parties prior to adoption.
- F. Professional Growth and Improvement Plans Professional growth and improvement plans shall be developed as follows:
 - 1. Teachers whose final holistic evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth and may choose the credentialed evaluator for their next evaluation cycle as set forth in this Agreement. It is recommended that the progress on the Professional Growth Plan be discussed three times in the evaluation year:
 - 2. Teachers whose final holistic evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator and shall have input on the selection of the credentialed evaluator for their next evaluation cycle as set forth in this Agreement. It is recommended that the

progress on the Professional Growth Plan be discussed three times in the evaluation year:

3. Teachers whose final holistic evaluation rating is Developing shall develop a professional growth plan with his/her assigned evaluator, pursuant to the terms of this Agreement. It is recommended that the progress on the Professional Growth Plan be discussed three times in the evaluation year:
 4. Teachers whose final holistic evaluation rating is Ineffective shall have a professional improvement plan written by his/her evaluator, pursuant to the terms of this Agreement.
 - a. The district has the discretion to place any teacher on an Improvement Plan at any time based on needed areas of improvement in any individual component of the evaluation system. A teacher being placed on an Improvement Plan will be notified as soon as possible in order to have an ample time to make noted improvements.
 - b. Improvement plans shall include specific, measurable instructional practices to be observed, specific, evidence-based resources and assistance to be provided, and clearly articulated timelines for the completion of the plan, not less than six (6) weeks and no more than 183 contractual workdays to allow for the improvement of identified improvements. A plan shall not extend beyond the time the teacher has met the requirements of the improvement plan (as evidenced with documented data).
 - c. The Board shall provide professional development, mentoring/coaching, the allocation of financial resources to accelerate teacher growth and improvement, and support to poorly performing teachers.
 - i) Professional Growth and Improvement plans shall follow the format on the OTES/OSCES ODE created forms within the online evaluation system program.
- G. Pursuant to the Board's Teacher Evaluation Policy, teachers who receive a final holistic rating of "Accomplished" on their most recent evaluation shall be evaluated once every three years as long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation, and the evaluator determines that the teacher is making progress on that plan. Teachers rated Accomplished who will be evaluated more than once every three years include those in the Resident Educator Program and/or teachers who are in a school year where the contract they are in is to go before the School Board for renewal. In any year in which a teacher is not formally evaluated as set forth above, he/she shall be observed at least one (1) time per school per year by a credentialed and appropriately licensed evaluator and shall receive at least one (1) post-observation conference. Administration shall accommodate a teacher's preference in choosing their credentialed evaluator to conduct such an observation/conference so long as it does not become unreasonably burdensome to a particular administrator.

- H. Pursuant to the Board’s Teacher Evaluation Policy, teachers who receive a final holistic rating of “Skilled” on their most recent evaluation shall be evaluated once every two years as long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation, and the evaluator determines that the teacher is making progress on that plan. Teachers rated “Skilled” who will be evaluated more than once every two years include those in the Resident Educator Program and/or teachers who are in a school year where the contract they are in is to go before the School Board for renewal. In any year in which a teacher is not formally evaluated as set forth above, he/she shall be observed at least one (1) time per school year by credentialed evaluator and shall receive at least one (1) post observation conference. Administration shall accommodate a teacher’s preference in choosing their credentialed evaluator to conduct such an observation/conference so long as it does not become unreasonably burdensome to a particular administrator.
- I. Each grade level band (elementary, Middle School, High School) will be represented on the OTES/OSCES Committee, which will meet to discuss the Teacher Evaluation System/School Counselor Evaluation and related matters as necessary and appropriate. Any changes or revisions to the Teacher Evaluation System/School Counselor Evaluation System must be agreed upon by the OTES/OSCES committee and is subject to final approval by the Board of Education. Committee Operation
1. Members of the committee will receive training in all aspects of OTES/OSCES, High Quality Student Data, the state-adopted evaluation framework, and the standards for the teaching profession prior to beginning their work. Members of the committee will receive release time for committee work and training. Members shall be responsible for scheduling and making any necessary arrangements for attending such training.
 2. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
 3. At each meeting, the committee will select an individual to act as the official recording scribe for that meeting. Minutes of meetings will be distributed to committee members.
 4. The committee shall be authorized to use consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate and as funds permit.
 5. The OTES/OSCES Committee shall work to compile a list of approved assessments that provide HQSD annually. Locally made assessments will be approved by the OTES/OCES committee annually.

Committee Compensation - Any OTES/OSCES committee meetings performed outside of the contractual workday shall be paid at the sub pay rate per hour.

- J. Teacher Growth - Teacher growth will be assessed according to the OTES model which aligns with the Ohio Standards for the Teaching Profession adopted under Ohio Revised

Code. Based upon researched best practices, the formal observation process consists of a minimum of 2 pre-conferences, 2 classroom observations (one holistic and one focused), walkthroughs, progress check(s) of focus areas based on growth plan or improvement plan, and post-conferences. Trained, credentialed evaluators will evaluate teacher performance. The district will not contract or employ any outside businesses or individuals as OTES evaluators. Any school year that the Board has entered into a limited contract or extended limited contract with the teacher pursuant to Section § 3319.11 of the Revised Code and may wish to declare its intention not to reemploy the teacher, a minimum of three (3) formal observations must be completed. Teachers will be notified by June 1 of a nonrenewal recommendation.

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

- L. Walkthroughs - A walkthrough is a formative assessment process that focuses on no more than three (3) of the identified areas in the teacher performance evaluation rubric. The walkthrough should be of sufficient duration to allow the evaluator to assess factors pertinent to the focus of the walkthrough. The walkthrough shall consist of at least 10 consecutive minutes, but not more than 20 consecutive minutes in duration. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough no later than five (5) workdays following the walkthrough. No more than four (4) walkthroughs shall be conducted in each evaluation cycle unless agreed upon by the teacher and evaluator. Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.

- M. Teacher of Record - The teacher who is responsible for assigning the student a grade so long as
 - (a) the teacher has proper credentials to teach the particular subject/grade level for which she/he has been designated "teacher of record," and
 - (b) the teacher is responsible for a minimum of fifty percent (50%) of a student's scheduled instructional time within a given subject or course. The Board shall take into consideration any extended leaves of absence of the teacher, whether the teacher was recently transferred to a different position (subject, grade, etc.), student teacher assignments job sharing arrangements, co-teaching arrangements (i.e., inclusion classrooms), and changes in State mandates on a classroom teacher's evaluation results related to high-quality student data.

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

- O. Timelines for Evaluation Procedures Teachers are encouraged, but not required, to complete the Self-Assessment Summary Tool. The appropriately licensed and credentialed evaluator conducting the evaluation must give written notification of the date and time of the pre-conference to the teachers he/she is evaluating at least five (5) working days prior to the pre-conference date. Lesson plans will be submitted (in the agreed to building-wide

lesson plan format) to the evaluator forty-eight (48) hours prior to the observation date. Both the evaluator and teacher will use OTES Model and Resources to anticipate the direction of the preconference. The date and time for the formal observations will be decided during the pre-conference unless the teacher and evaluator mutually agree upon a date at an earlier time.

Within five (5) working days of the formal observation the evaluator will present the reflective questions of reinforcement and the refinement area to the teacher that will frame the dialogue of the post-conference. Then the post-conference will be conducted between 3-10 working days following the formal observation date.

The evaluator and the teacher will use the Post-Conference Sample Questions (OTES Model) to anticipate the direction of discussion during the post-conference. Teachers will have the opportunity to verbally respond to the evaluator's questions and support his/her responses or rebuttal. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends) or a day on which parent-teacher conferences are held. A teacher may request a formal observation at any time in addition to those required by this procedure. Requests for additional observations must be made to the appropriately licensed and credentialed evaluator and approved by the OTES committee. The district will be as accommodating in meeting these requests as possible.

If any portion of the OTES evaluation process is interrupted by unforeseen circumstances, the teacher and evaluator will meet and mutually agree upon future dates and times to complete the evaluation process. Any timelines set forth in the Article shall be modified in the event that the teacher evaluation procedure cannot be adhered to because the teacher or the evaluator is unavailable due to absence or school closure. The timeline extension shall equal the number of days the teacher or evaluator was unavailable.

- P. Response to Evaluation The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.
- Q. Observation for "Accomplished" or "Skilled" Teachers in a Non-Evaluation Year In any year in which a Teacher who has not been formally evaluated as a result of having previously received a rating of "Accomplished" or "Skilled," the evaluator shall conduct at least one observation and hold a conference with the teacher using the formal walkthrough and post-conference forms in the OhioES. The completed forms will be entered in OhioES.
- R. The Board shall not conduct an evaluation of a teacher who was on approved leave for more than 50% or more of the school year, or who has submitted a notice of retirement on or before December 1 of the school year.

305 NON-RENEWAL AND TERMINATION

- A. A teacher may terminate a contract with the Board of Education by resignation prior to July 10, or at any other time after July 10 by mutual consent with the Board of Education.

- B. Non-renewal of any limited contract shall be in compliance with the steps contained in this provision. The following steps do not interfere with the authority of the Board to make the final decision on renewal or non-renewal. The process in Article 305 shall replace and supersede 3319.11 of the Ohio Revised Code.

The administration shall inform any teacher of the decision to non-renew prior to June

- 1. The administration shall also meet, prior to June 1, with the teacher involved to discuss the reasons for the recommendation. The teacher will be permitted to be accompanied by a representative of the Association.

The teacher will, upon request, be granted an opportunity to speak to the Board of Education. This meeting will be prior to any action by the Board on the recommendation for non-renewal. This meeting shall be in executive session. The teacher shall be permitted to be accompanied by a representative of the Association. The Board of Education shall provide written notice to the teacher of non-renewal by June 1.

- C. The Board may terminate the contract of any employee as prescribed in Section 3319.16 *et. seq.* of the Ohio Revised Code. These sections provide for termination for just causes.

- D. The Board shall re-employ the current supplemental contracts before June 1, unless the Administration makes a recommendation to the contrary. Prior to making such a recommendation, the Administration shall:

- 1. Inform the teacher of the decision at least ten (10) days prior to making the recommendation to the Board.
- 2. If a supplemental contract holder is being considered for non-renewal, he or she must be evaluated and given reason in writing for non-renewal. The administration shall meet with the teacher involved to discuss the reasons for the recommendation. The teacher may be accompanied by a representative of the Association.
- 3. Upon request, the teacher will be granted an opportunity to speak with the Board in Executive Session. The teacher shall be permitted to be accompanied by a representative of the Association.
- 4. If a supplemental contract is being terminated because of financial reasons or lack of participants, no evaluation is necessary.

- E. The Board shall notify the Association no later than July 1 regarding any supplemental positions being filled and those positions shall be posted.

306 REDUCTION IN FORCE

- A. When, by reason of decreased enrollment of pupils, lack of funds, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or

territorial changes affecting the District, the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction in accordance with Section 3319.17 of the Ohio Revised Code.

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

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

- B. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent, who shall, in cases of suspensions, within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority.

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

1. RIF Procedure for Teachers

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

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

- iii. Limited contracts teachers with a final summative evaluation rating of “Developing” in reverse order of seniority.
- iv. Continuing contract teachers with a final summative evaluation rating of “Developing” in reverse order of seniority.
- v. Limited contract teachers with a final summative evaluation rating of “Skilled” in reverse order of seniority.
- vi. Continuing contract teachers with a final summative evaluation rating of “Skilled” in reverse order of seniority.
- vii. Limited contract teachers with a final summative evaluation rating of “Accomplished” in reverse order of seniority.
- viii. Continuing contract teachers with a final summative evaluation rating of “Accomplished” in reverse order of seniority.

2. Defining Comparability

All teachers rated “Accomplished” and “Skilled” shall be deemed comparable to one another.

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

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

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

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

- 1. “Seniority” is that time period of unbroken continuous employment from the date of initial employment or most recent re-employment after a break in continuous service and shall include all time of sick leave, Board approved, paid, leaves of absence (including military).
- 2. “Break in Continuous Service” shall mean a termination of continuous employment due to resignation, contract non-renewal or termination, or failure to return to work at the expiration of any leave of absence. An unpaid leave of absence does not constitute a break in continuous service. No seniority shall

accrue during an unpaid leave of absence. Specially funded teachers whose contracts were non-renewed because of a lack of funds prior to the effective date of this agreement shall not be considered to have had a break in continuous service.

3. Teachers who have had their contracts suspended or reduced to part-time as part of a reduction in force shall maintain their seniority and shall receive a full year's credit in seniority.
4. If two or more teachers have the same length of continuous service, seniority shall be determined by the following sequential steps:
 - a. the first days of work, and then by;
 - b. the date of the Board meeting at which the teacher was hired, and then by;
 - c. the date the teacher signed the initial employment contract in the district, and then by;
 - d. total years of teaching (any public-school teaching experience in addition to the time teaching at Preble Shawnee LSD);
 - e. any remaining ties will be broken by lot. Teachers will draw straws. The teacher whose birthday is earliest in the calendar year shall draw first. Short straw shall be subject the reduction in force.

D. Displacement Rights

Any bargaining unit member displaced from his/her current teaching assignment may displace the least senior bargaining unit member in another teaching field. In order for a bargaining unit member's area(s) of certification to be considered, that bargaining unit member's certificate (license)(s) showing such area(s) must be in the bargaining unit member's official personnel file as set forth above. The bargaining unit member exercising displacement rights may only do so in the field(s) in which he/she holds a certificate (license). Each affected bargaining unit member must exercise his/her displacement rights by providing written notification to the superintendent and to the association president within five (5) business days of receiving a notice to reduce a bargaining unit position or a notification of displacement.

- E. Teachers or tutors whose positions are specially funded annually by state or local revenue grants shall have the same employment rights as other bargaining unit teachers. When, because of the uncertainty of the availability of funds, it becomes necessary for the Superintendent to recommend that such teachers or tutors must be subject to reduction in force procedures their contracts will be renewed and then suspended, unless the Superintendent finds it necessary to recommend non-renewal for cause. If funding is not certified by August 1, then the specially funded teacher or tutors shall be permitted to use the reduction in force policy of this Agreement. Any teacher or tutor in a specially funded program who utilizes the reduction in force procedures must

return to the program, if funds become available in the same year that the teacher or tutor utilized the reduction in force procedures.

F. Recall Rights

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

G. Notice

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

will be given notice of the Superintendent's intention to recommend such contract action to the Board at least fourteen (14) calendar days prior to Board action.

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

307 ASSIGNMENTS, VACANCIES AND TRANSFERS

- A. All staff assignments shall be made by the Superintendent in consultation with the teacher. Proposed assignments shall be made at the time of employment.
- B. A teacher shall have the same teaching assignment in subsequent years unless otherwise notified in writing the Superintendent prior to July 20 of the year in which the assignment is to take effect.
- C. The administration shall prepare a list of all vacancies and all newly created positions as soon as they become known. A copy of this list shall be sent to each school and posted on the teachers' bulletin board next to where the teachers sign in. This list shall contain a date which is clearly identified as the deadline for the acceptance of applications for each vacant position. This list shall be updated whenever an opening occurs. A copy of the list shall be sent to the Association President.
- D. Voluntary Transfers
 - 1. Teachers desiring a transfer will make his/her request in writing to the Superintendent, specifying a specific discipline, grade level(s) and/or building. A teacher may withdraw their request any time prior to the Superintendent's official action on the transfer.
 - 2. All teachers within the system shall be considered for vacancies before consideration is given anyone outside the system. Teachers within the system who apply for a transfer to a specific position shall be granted an interview to discuss their qualifications, experience and seniority within the school system which relate to the vacancy. Staff members requesting a transfer shall then be considered for the vacancy prior to consideration of other applicants from outside the school district. All applicants shall be considered on the basis of qualifications and experience. Seniority shall be the deciding factor if all other qualifications are equal.
 - 3. Teachers desiring to be considered for possible vacancies during the summer months shall file a notice of intention with the central office prior to June 1, together with an address and telephone number where they may be reached.

4. Vacancies that occur mid-year shall be filled by a long-term substitute teacher until the end of the school year in which the vacancy occurred. If the vacancy will be filled for the following school year, it shall be posted according to Section D in this article.

E. Involuntary Transfers

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

308 PARENTAL VISITATIONS

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

309 PROGRESSIVE DISCIPLINE

- A. Disciplinary actions affecting an employee shall be administered only for just cause and such disciplinary action shall include:
 1. Verbal reprimand
 2. Written reprimand
 3. Suspension without pay
 4. Contract termination
- B. Contract non-renewal shall not be deemed to be a disciplinary action.
- C. Disciplinary action shall follow a progression except when the nature of the infraction is serious enough to warrant bypassing one or more steps of progressive discipline.
- D. Except for contract termination, appeals of disciplinary actions shall be made through the Grievance Procedure. Contract termination appeals shall be made through the procedures set forth in R.C. Section 3319.16 and 3319.161.
- E. When the disciplinary action recommended by the administrator involves a suspension without pay, a recommendation for such action shall be made to the Board of Education

and the Board of Education shall have the authority to sustain or modify the recommended action.

- F. Any documentation of a verbal reprimand shall be placed in a teacher's personnel file and will be removed from the file after three (3) years.

310 HIRING/REHIRING OF RETIRED CERTIFIED PERSONNEL

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

311 RESIDENT EDUCATOR

A. Purpose

The Resident Educator program for beginning teachers will provide coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement.

B. Resident Educator Mentor

1. Qualifications

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

2. Selection

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

3. Responsibilities

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

C. Resident Educator

Confidentiality of the Mentoring Process

1. To the extent permitted by law, all interaction, written or verbal, between the Resident Educator mentor, Resident Educator, and the Resident Educator Coordinator shall be regarded as confidential. Any violation of this tenet by the Resident Educator Mentor shall constitute grounds for immediate removal from the role as Resident Educator Mentor and result in a newly-assigned Resident Educator Mentor.
2. The Resident Educator Mentor – Resident Educator relationship shall be solely for the purpose of formative assistance. No information obtained in this relationship shall serve as a basis for any summative evaluation of the Resident Educator's performance.
3. To the extent permitted by law, all information, written or verbal, shall not be used in any employment or re-employment situation by the Board and shall be confidential between the Resident Educator Mentor and the Resident Educator.

Protections

1. A Resident Educator Mentor shall be held harmless in the event that a Resident Educator fails or does not complete the program.

2. A Resident Educator Mentor shall be held harmless by the Board in the event that the Board non-renews the Resident Educator.

D. Compensation

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

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

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

312 COUNSELOR EVALUATION SYSTEM

A. Evaluation Procedure Defined

1. The evaluation procedure established in this article conforms to the framework for the evaluation of counselors developed pursuant to Section 3319.113 of the Ohio Revised Code.
2. Each completed evaluation will result in the assignment of a counselor effectiveness rating. Counselors will be assigned an effectiveness rating according to the State framework. Under the State framework, the evaluation will result in one of the following effectiveness ratings: (1) Ineffective; (2) Developing; (3) Skilled; or (4) Accomplished.

B. Application

1. The counselor evaluation procedure contained in this agreement applies to all counselors employed in the District.

C. Evaluators

1. The evaluator will be one of the employee's supervisors unless otherwise notified by September 15. All evaluators will be properly licensed and credentialed by the State of Ohio. No evaluator will be a bargaining unit member.

D. Evaluation Instrument

1. The Evaluation Instrument shall be the process and forms used by the counselor's evaluator. The OSCES framework will be used. The evaluator, after consultation with the counselor, will select student metrics that will be utilized

for that particular school counselor's evaluation in the areas of academic achievement, college/career and social/emotional development.

E. Orientation

1. Each counselor shall meet with his or her evaluator to discuss the evaluation process and the counselor's professional growth plan or improvement plan.

F. Schedule for Evaluation

1. All counselors shall receive one (1) formal written evaluation each school year except as follows:
 - a. Counselors who received a final summative rating of "Accomplished" or "Skilled" on their most recent evaluation.
 - i. Counselors who received a final summative rating of "Accomplished" on their most recent evaluation will be evaluated every three (3) years, so long as the metric of student outcomes for the most recent school year for which data is available is skilled or higher on the evaluation rubric.
 - ii. Counselors who receive a final summative rating of "Skilled" on their most recent evaluation will be evaluated every two (2) years as long as the metric of student outcomes for the most recent school year for which data is available is skilled or higher on the evaluation rubric.
 - iii. In any year in which a counselor who has not been formally evaluated as a result of having previously received a rating of "Accomplished" or "Skilled," the credentialed evaluator shall conduct one (1) formal observation and hold one (1) post conference with the counselor. A counselor who does not receive a full evaluation under this section must still complete a professional growth plan.
 - b. A counselor who is on leave for 50% or more of the school year will not be evaluated.
 - c. A counselor who has submitted a notice of retirement on or before December 1 of the school year will not be evaluated.
 - d. Notwithstanding any of the exceptions listed above, all counselors shall be evaluated in any year in which their contract is up for renewal or non-renewal, or in which the counselor shall become eligible for a continuing contract.
 - e. If any portion of the evaluation is interrupted by unforeseen circumstances, the teacher and evaluator will meet and mutually

agree upon future dates and times to complete the evaluation process. Observation deadlines shall be adjusted accordingly.

2. The evaluation shall be conducted and completed no later than the first day of May and the counselor being evaluated shall receive a written report of the results of this evaluation not later than the tenth (10th) day of May.

G. Observations

1. Schedule of Observation

- a. A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes.
- b. The evaluation shall also include walkthroughs (as defined in Section 304 (k) in this Article).
- c. Observation of Counselors Not Evaluated: Counselors who are not evaluated during the current school year must be observed once during the school year. This observation shall be a minimum of thirty (30) minutes and be followed by a post-observation conference.

2. Observation Conference

- a. A pre-observation conference shall be held prior to any formal observation.
- b. A post-observation conference shall be held. This conference shall be used to inform the counselor if observed practices are aligned with the expectations that are identified in the counselor's professional growth or improvement plans.
- c. A counselor or the evaluator may request a formal observation at any time in addition to those required by this procedure. A counselor may file a written response to any observation report.
- d. Formal observations shall not be held on the day before or the day after Thanksgiving Break, Christmas Break, Spring Break or on a day parent-teacher conferences are held.

H. Informal Visits

1. Informal visits may occur at any time during non-confidential school counseling activities to spot check ongoing counseling activities, assess compliance with established counseling practices and provide a vehicle for direct communication between counselor and administrator. As opposed to a formal observation or a walkthrough, informal visits will not generally result in a formal written report

and/or a scheduled post-conference unless there is a concern observed that could negatively impact a counselor's overall evaluation.

I. Finalization of Evaluation

1. Summative Evaluation Report
 - a. Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the counselor and a conference shall be held between the counselor and the evaluator.
2. Response to Evaluation
 - a. The counselor shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the counselor's personnel file. A copy, signed by both parties, shall be retained by the counselor.

J. Professional Development

1. Professional growth and improvement plans shall be developed as follows:
 - a. Counselors who have attained a summative rating of Accomplished will develop a self-directed professional growth plan.
 - b. Counselors who have attained a summative rating of "Skilled" will develop a professional growth plan in collaboration with the assigned evaluator.
 - c. Counselors who have attained a summative rating of "Developing" will develop a professional growth plan with their evaluator, and the administration must approve the professional growth plan.
 - d. Counselors who have received a summative rating, a final summative rating, or a performance rating of "Ineffective" will be placed on an improvement plan which will be developed with their evaluator and subject to approval by the administration.
 - e. Professional growth and improvement plans must be completed by the first pre-conference each school year. The Board retains the discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

K. Personnel Action Requirements

1. The District will consider the evaluation results in all decisions regarding the retention and promotion of school counselors, or the removal of poorly performing school counselors.

L. Relationship to State Law

1. The provisions of this Article of the Agreement and the summative evaluation procedure established herein shall supersede the provisions of O.R.C. §3319.113 to the extent permitted by law.

M. Provisions Applying to all Evaluations

While the substance of an evaluation shall not be subject to the grievance procedure, the determination as to whether the procedures of this Article have been materially complied with shall be subject to the grievance procedure.

ARTICLE IV – WORKING CONDITIONS

401 PLANNING TIME

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

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

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

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

1. A daily thirty (30) minute, uninterrupted, duty-free lunch period, exclusive of travel time to and from class.
2. A daily, uninterrupted planning period during which time the teacher will not be responsible for supervising students. Each teacher’s planning period shall be the length of a regularly scheduled period.

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

402 TEACHING HOURS

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

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

The teachers’ contract year shall be 183 days.

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

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

403 SCHOOL CALENDAR

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

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

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

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

404 STAFF-ADMINISTRATIVE COMMITTEE

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

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

- B. Building level “Quality Teams” will meet monthly (September-November/January-May) to discuss building concerns and problems. Such committees shall discuss items of mutual interest and make studies and formal or informal recommendations to the Principal as to such items. The items shall be placed on an agenda developed by the building principal. The agenda will be distributed to all building staff members at least one week prior to the date of the team meeting. All staff members will have an

opportunity to suggest additional items for the agenda. The agenda may not include grievances, negotiations or changes in the evaluation procedure. Building level teams will be composed as follows –

K-4 One teacher from each grade level and one intervention specialist.

MS/HS One teacher per subject/department and one intervention specialist.

Minutes of the meeting will be uploaded to a universal file by the building principal within 72 hours of the meeting. Copies will be given to the Superintendent and the President of the Association. All problems remaining unresolved at this level will be forwarded to the Staff-Administrative Quality Committee no later than the next regular meeting of the Staff-Administrative Quality Committee following the determination that the building level quality team has been unable to resolve the problem.

405 TEACHER/PARENT CONFERENCE DAY

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

406 TRAVEL TIME ALLOTMENTS

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

407 SCHOOL BUILDING MASTER SCHEDULES

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

408 CALAMITY DAYS

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

- a. Staff shall not be required to report to work on the first five (5) calamity days of any school year, and such days shall not be made up.
- b. Beginning with calamity days six (6) and beyond, staff may be required to report to work if their school is closed due to extreme temperatures, inoperability of school busses or other equipment necessary to the school's operation, temporary circumstances due to utility failure which render a school building unfit for school use, or disease epidemic involving students. The Superintendent shall notify staff whether or not they need to report during the One Call notification. Staff will report at 9:30 a.m. This gives the

maintenance department a chance to clean off parking lots. Staff is expected to stay until 2:30 p.m. Teachers will work in rooms, meet with the administrator, and/or have PD sessions. Teachers may choose to use available personal leave on days they are not able to get to school. Once a staff member has exhausted personal leave days, the Superintendent shall have discretion whether to grant the teacher make-up time.

- c. The Board reserves the right to make up contractual days beyond either calamity days (when eDays are permissible) or beyond five calamity days (if eDays are not permissible), when the school in which a unit member is assigned is closed due to the Superintendent declaring a calamity day. Unit members shall not be paid additionally to work these make-up days if the unit member did not report to work on the day in which their school was closed due to declared calamity.

409 CLASS SIZE

It shall be the goal of the Board and Administration to establish and maintain the most favorable class size possible, consistent with the financial condition of the school district, state minimum standards and the availability of teaching space.

Class size shall be adjusted as equitable as possible within each school building.

When assigning special needs students, the principal, intervention specialist, special education director and regular education grade level teachers will discuss appropriate placement. The building principal shall decide the most appropriate placement.

Assistance Request

Teaching assistance may be provided by adding an aide or teacher to the class; providing trained parental support; modifying Reading Tutor's role to be assigned to the classroom; or sharing aide(s) across the grade levels to ensure that the same grade level will not experience excessive enrollment for consecutive years without assistance.

Information Relevant to the Request:

Explanation of Administrative Decision:

Recommendations:

Requestor's Signature

Date

Building Principal's Signature

Date

Superintendent's Signature

Date Approved

Date Denied

410 COLLEGE CREDIT PLUS

- A. Teachers who teach CCP class(es) shall receive a stipend of \$500 per year if they hold the required qualifications (i.e., 18 additional semester hours or Master's Degree in content area). The stipend will be paid one-half in the first pay in December and the second one-half in the first pay in May.

- B. If a teacher who is selected to teach a CCP course(s) does not have the required qualifications, he/she may choose one of the following options to obtain the qualification(s):
 - (1) the teacher shall be reimbursed for coursework under Article V, Section 511; or

 - (2) the district shall pay for the entire cost of the necessary coursework for which the teacher receives credit so long as the teacher remains in the district and teaches CCP for five (5) consecutive years. If a teacher chooses option two (2) and leaves the district before five (5) consecutive years, the teacher shall reimburse the district the difference between the entire cost of the coursework and the reimbursement amount under Article V, Section 511, provided, however, at the option of the administration, the teacher does not teach CCP for five (5) consecutive years, the teacher shall not be required to make such reimbursement.

ARTICLE V – SALARY AND FRINGE BENEFITS

500 CERTIFIED SALARY SCHEDULES AND INDICES

2022-2023 SALARY SCHEDULE

2% Increase

Bachelor's Degree			Bachelor's Degree Plus 15 Hours			Master's Degree			Master's Degree Plus 30 Hours		
Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary
0	1.0000	39,494	0	1.0380	40,995	0	1.0950	43,246	0	+500	43,746
1	1.0380	40,995	1	1.0810	42,693	1	1.1430	45,142	1	+500	45,642
2	1.0760	42,496	2	1.1240	44,391	2	1.1910	47,037	2	+500	47,537
3	1.1140	43,996	3	1.1670	46,089	3	1.2390	48,933	3	+500	49,433
4	1.1520	45,497	4	1.2100	47,788	4	1.2870	50,829	4	+500	51,329
5	1.1900	46,998	5	1.2530	49,486	5	1.3350	52,724	5	+500	53,224
6	1.2280	48,499	6	1.2960	51,184	6	1.3830	54,620	6	+500	55,120
7	1.2660	49,999	7	1.3390	52,882	7	1.4310	56,516	7	+500	57,016
8	1.3040	51,500	8	1.3820	54,581	8	1.4790	58,412	8	+500	58,912
9	1.3420	53,001	9	1.4250	56,279	9	1.5270	60,307	9	+500	60,807
10	1.3800	54,502	10	1.4680	57,977	10	1.5750	62,203	10	+500	62,703
11	1.4180	56,002	11	1.5110	59,675	11	1.6230	64,099	11	+750	64,849
12	1.4560	57,503	12	1.5540	61,374	12	1.6710	65,994	12	+750	66,744
13	1.4940	59,004	13	1.5970	63,072	13	1.7190	67,890	13	+750	68,640
14	1.5320	60,505	14	1.6400	64,770	14	1.7670	69,786	14	+750	70,536
15	1.5700	62,006	15	1.6830	66,468	15	1.8150	71,682	15	+750	72,432
16	1.6080	63,506	16	1.7260	68,167	16	1.8630	73,577	16	+750	74,327
17	1.6080	63,506	17	1.7260	68,167	17	1.8630	73,577	17	+750	74,327
18	1.6200	63,980	18	1.7690	69,865	18	1.9110	75,473	18	+750	76,223
19	1.6200	63,980	19	1.7690	69,865	19	1.9110	75,473	19	+750	76,223
20	1.6400	64,770	20	1.7890	70,655	20	1.9310	76,263	20	+750	77,013
21	1.6400	64,770	21	1.7890	70,655	21	1.9310	76,263	21	+1000	77,263
22	1.6600	65,560	22	1.8090	71,445	22	1.9510	77,053	22	+1000	78,053
23	1.6600	65,560	23	1.8090	71,445	23	1.9510	77,053	23	+1000	78,053
24	1.6800	66,350	24	1.8290	72,235	24	1.9710	77,843	24	+1000	78,843
25	1.6800	66,350	25	1.8290	72,235	25	1.9710	77,843	25	+1000	78,843
26	1.6900	66,745	26	1.8490	73,024	26	1.9910	78,633	26	+1000	79,633
27	1.6900	66,745	27	1.8490	73,024	27	1.9910	78,633	27	+1000	79,633
28	1.7000	67,140	28	1.8690	73,814	28	2.0110	79,422	28	+1000	80,422
29	1.7000	67,140	29	1.8690	73,814	29	2.0110	79,422	29	+1000	80,422
30	1.7000	67,140	30	1.8690	73,814	30	2.0110	79,422	30	+1000	80,422

2023-2024 SALARY SCHEDULE

2% Increase

Bachelor's Degree			Bachelor's Degree Plus 15 Hours			Master's Degree			Master's Degree Plus 30 Hours		
Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary
0	1.0000	40,284	0	1.0380	41,815	0	1.0950	44,111	0	+500	44,611
1	1.0380	41,815	1	1.0810	43,547	1	1.1430	46,045	1	+500	46,545
2	1.0760	43,346	2	1.1240	45,279	2	1.1910	47,978	2	+500	48,478
3	1.1140	44,876	3	1.1670	47,011	3	1.2390	49,912	3	+500	50,412
4	1.1520	46,407	4	1.2100	48,744	4	1.2870	51,846	4	+500	52,346
5	1.1900	47,938	5	1.2530	50,476	5	1.3350	53,779	5	+500	54,279
6	1.2280	49,469	6	1.2960	52,208	6	1.3830	55,713	6	+500	56,213
7	1.2660	51,000	7	1.3390	53,940	7	1.4310	57,646	7	+500	58,146
8	1.3040	52,530	8	1.3820	55,672	8	1.4790	59,580	8	+500	60,080
9	1.3420	54,061	9	1.4250	57,405	9	1.5270	61,514	9	+500	62,014
10	1.3800	55,592	10	1.4680	59,137	10	1.5750	63,447	10	+500	63,947
11	1.4180	57,123	11	1.5110	60,869	11	1.6230	65,381	11	+750	66,131
12	1.4560	58,654	12	1.5540	62,601	12	1.6710	67,315	12	+750	68,065
13	1.4940	60,184	13	1.5970	64,334	13	1.7190	69,248	13	+750	69,998
14	1.5320	61,715	14	1.6400	66,066	14	1.7670	71,182	14	+750	71,932
15	1.5700	63,246	15	1.6830	67,798	15	1.8150	73,115	15	+750	73,865
16	1.6080	64,777	16	1.7260	69,530	16	1.8630	75,049	16	+750	75,799
17	1.6080	64,777	17	1.7260	69,530	17	1.8630	75,049	17	+750	75,799
18	1.6200	65,260	18	1.7690	71,262	18	1.9110	76,983	18	+750	77,733
19	1.6200	65,260	19	1.7690	71,262	19	1.9110	76,983	19	+750	77,733
20	1.6400	66,066	20	1.7890	72,068	20	1.9310	77,788	20	+750	78,538
21	1.6400	66,066	21	1.7890	72,068	21	1.9310	77,788	21	+1000	78,788
22	1.6600	66,871	22	1.8090	72,874	22	1.9510	78,594	22	+1000	79,594
23	1.6600	66,871	23	1.8090	72,874	23	1.9510	78,594	23	+1000	79,594
24	1.6800	67,677	24	1.8290	73,679	24	1.9710	79,400	24	+1000	80,400
25	1.6800	67,677	25	1.8290	73,679	25	1.9710	79,400	25	+1000	80,400
26	1.6900	68,080	26	1.8490	74,485	26	1.9910	80,205	26	+1000	81,205
27	1.6900	68,080	27	1.8490	74,485	27	1.9910	80,205	27	+1000	81,205
28	1.7000	68,483	28	1.8690	75,291	28	2.0110	81,011	28	+1000	82,011
29	1.7000	68,483	29	1.8690	75,291	29	2.0110	81,011	29	+1000	82,011
30	1.7000	68,483	30	1.8690	75,291	30	2.0110	81,011	30	+1000	82,011

2024-2025 SALARY SCHEDULE

2% Increase

Bachelor's Degree			Bachelor's Degree Plus 15 Hours			Master's Degree			Master's Degree Plus 30 Hours		
Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary
0	1.0000	41,090	0	1.0380	42,651	0	1.0950	44,994	0	+500	45,494
1	1.0380	42,651	1	1.0810	44,418	1	1.1430	46,966	1	+500	47,466
2	1.0760	44,213	2	1.1240	46,185	2	1.1910	48,938	2	+500	49,438
3	1.1140	45,774	3	1.1670	47,952	3	1.2390	50,911	3	+500	51,411
4	1.1520	47,336	4	1.2100	49,719	4	1.2870	52,883	4	+500	53,383
5	1.1900	48,897	5	1.2530	51,486	5	1.3350	54,855	5	+500	55,355
6	1.2280	50,459	6	1.2960	53,253	6	1.3830	56,827	6	+500	57,327
7	1.2660	52,020	7	1.3390	55,020	7	1.4310	58,800	7	+500	59,300
8	1.3040	53,581	8	1.3820	56,786	8	1.4790	60,772	8	+500	61,272
9	1.3420	55,143	9	1.4250	58,553	9	1.5270	62,744	9	+500	63,244
10	1.3800	56,704	10	1.4680	60,320	10	1.5750	64,717	10	+500	65,217
11	1.4180	58,266	11	1.5110	62,087	11	1.6230	66,689	11	+750	67,439
12	1.4560	59,827	12	1.5540	63,854	12	1.6710	68,661	12	+750	69,411
13	1.4940	61,388	13	1.5970	65,621	13	1.7190	70,634	13	+750	71,384
14	1.5320	62,950	14	1.6400	67,388	14	1.7670	72,606	14	+750	73,356
15	1.5700	64,511	15	1.6830	69,154	15	1.8150	74,578	15	+750	75,328
16	1.6080	66,073	16	1.7260	70,921	16	1.8630	76,551	16	+750	77,301
17	1.6080	66,073	17	1.7260	70,921	17	1.8630	76,551	17	+750	77,301
18	1.6200	66,566	18	1.7690	72,688	18	1.9110	78,523	18	+750	79,273
19	1.6200	66,566	19	1.7690	72,688	19	1.9110	78,523	19	+750	79,273
20	1.6400	67,388	20	1.7890	73,510	20	1.9310	79,345	20	+750	80,095
21	1.6400	67,388	21	1.7890	73,510	21	1.9310	79,345	21	+1000	80,345
22	1.6600	68,209	22	1.8090	74,332	22	1.9510	80,167	22	+1000	81,167
23	1.6600	68,209	23	1.8090	74,332	23	1.9510	80,167	23	+1000	81,167
24	1.6800	69,031	24	1.8290	75,154	24	1.9710	80,988	24	+1000	81,988
25	1.6800	69,031	25	1.8290	75,154	25	1.9710	80,988	25	+1000	81,988
26	1.6900	69,442	26	1.8490	75,975	26	1.9910	81,810	26	+1000	82,810
27	1.6900	69,442	27	1.8490	75,975	27	1.9910	81,810	27	+1000	82,810
28	1.7000	69,853	28	1.8690	76,797	28	2.0110	82,632	28	+1000	83,632
29	1.7000	69,853	29	1.8690	76,797	29	2.0110	82,632	29	+1000	83,632
30	1.7000	69,853	30	1.8690	76,797	30	2.0110	82,632	30	+1000	83,632

501 STRS PICK UP UTILIZING THE SALARY REDUCTION METHOD

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

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

502 SUPPLEMENTAL CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

503 SUPPLEMENTAL SALARY SCHEDULES

Eligible unit members will advance one (1) step on the supplemental salary schedule in each contract year during the term of this Agreement. The base salary increase applied to the teacher salary schedule shall also be applied to the supplemental salary schedule for each year of this Agreement.

503 SUPPLEMENTAL SALARY SCHEDULES

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

2022-2023 SUPPLEMENTAL SALARY SCHEDULE

2022-2023 SUPPLEMENTAL SALARY SCHEDULE							
Preble Shawnee Schools	Steps	Steps	Steps	Steps	Steps	Steps	Steps
Fiscal Year 2022-2023	0 & 1	2 & 3	4 & 5	6 thru 9	10 thru 14	15+	
2% Increase							
Category 1	8,098.74	8,584.65	9,099.28	9,645.93	10,225.68	10,840.21	
Category 2	6,048.75	6,411.52	6,796.19	7,202.81	7,636.45	8,095.36	
Category 3	4,099.96	4,346.33	4,607.83	4,884.55	5,178.14	5,488.57	
Category 4	4,017.33	4,258.59	4,515.04	4,785.01	5,071.84	5,377.21	
Category 5	2,780.57	2,947.61	3,124.77	3,312.04	3,511.16	3,720.35	
Category 6	2,495.41	2,645.56	2,804.18	2,972.91	3,150.10	3,339.05	
Category 7	1,867.77	1,980.82	2,098.96	2,225.48	2,358.77	2,500.51	
Category 8	1,331.22	1,410.54	1,461.15	1,586.02	1,680.49	1,781.73	
Category 9	929.67	985.35	1,044.39	1,106.81	1,174.33	1,243.49	
Miscellaneous Category							
Vocal Music Program/Ensemble Asst.			258.50	program			
Science Fair			258.50	program			
Tutors:	28.99			hourly			
	Proficiency, Technology						
	Home Instruction						
LPDC Teacher Member			28.99	hourly			
Admin. Required Meeting			28.99	hourly			
Saturday School Instructor			25.82	hourly			
Spelling Bee/Geography Bee			129.25	program			
Site Manager/Ticket Taker			18.43	hourly			
6th Grade Camp			83.59	night			
Substitute Teacher Pay			31.20	period			

2023-2024 SUPPLEMENTAL SALARY SCHEDULE

2023-2024 SUPPLEMENTAL SALARY SCHEDULE							
Preble Shawnee Schools	Steps	Steps	Steps	Steps	Steps	Steps	Steps
Fiscal Year 2023-2024	0 & 1	2 & 3	4 & 5	6 thru 9	10 thru 14	15+	
2% Increase							
Category 1	8,260.71	8,756.34	9,281.26	9,838.84	10,430.20	11,057.02	
Category 2	6,169.73	6,539.75	6,932.11	7,346.87	7,789.18	8,257.27	
Category 3	4,181.96	4,433.26	4,699.99	4,982.24	5,281.71	5,598.34	
Category 4	4,097.68	4,343.76	4,605.34	4,880.71	5,173.27	5,484.75	
Category 5	2,836.18	3,006.56	3,187.27	3,378.28	3,581.38	3,794.75	
Category 6	2,545.32	2,698.48	2,860.27	3,032.37	3,213.10	3,405.83	
Category 7	1,905.13	2,020.44	2,140.94	2,269.99	2,405.95	2,550.52	
Category 8	1,357.85	1,438.75	1,490.37	1,617.74	1,714.10	1,817.36	
Category 9	948.26	1,005.06	1,065.28	1,128.95	1,197.81	1,268.36	
Miscellaneous Category							
Vocal Music Program/Ensemble Asst.			263.67	program			
Science Fair			263.67	program			
Tutors:			29.57	hourly			
Proficiency, Technology							
Home Instruction							
LPDC Teacher Member			29.57	hourly			
Admin. Required Meeting			29.57	hourly			
Saturday School Instructor			26.33	hourly			
Spelling Bee/Geography Bee			131.84	program			
Site Manager/Ticket Taker			18.80	hourly			
6th Grade Camp			85.26	night			
Substitute Teacher Pay			31.83	period			

2024-2025 SUPPLEMENTAL SALARY SCHEDULE

2024-2025 SUPPLEMENTAL SALARY SCHEDULE							
Preble Shawnee Schools	Steps	Steps	Steps	Steps	Steps	Steps	Steps
Fiscal Year 2024-2025	0 & 1	2 & 3	4 & 5	6 thru 9	10 thru 14	15+	
2% Increase							
Category 1	8,425.93	8,931.47	9,466.89	10,035.62	10,638.80	11,278.16	
Category 2	6,293.12	6,670.54	7,070.75	7,493.81	7,944.97	8,422.42	
Category 3	4,265.60	4,521.92	4,793.99	5,081.88	5,387.34	5,710.31	
Category 4	4,179.63	4,430.64	4,697.45	4,978.33	5,276.74	5,594.44	
Category 5	2,892.91	3,066.69	3,251.01	3,445.85	3,653.01	3,870.65	
Category 6	2,596.22	2,752.44	2,917.47	3,093.02	3,277.36	3,473.95	
Category 7	1,943.23	2,060.84	2,183.75	2,315.39	2,454.06	2,601.53	
Category 8	1,385.00	1,467.52	1,520.18	1,650.09	1,748.38	1,853.71	
Category 9	967.23	1,025.16	1,086.58	1,151.53	1,221.77	1,293.73	
Miscellaneous Category							
Vocal Music Program/Ensemble Asst.			268.94	program			
Science Fair			268.94	program			
Tutors:			30.16	hourly			
Proficiency, Technology							
Home Instruction							
LPDC Teacher Member			30.16	hourly			
Admin. Required Meeting			30.16	hourly			
Saturday School Instructor			26.86	hourly			
Spelling Bee/Geography Bee			134.48	program			
Site Manager/Ticket Taker			19.18	hourly			
6th Grade Camp			86.97	night			
Substitute Teacher Pay			32.46	period			

504 HOSPITALIZATION/MAJOR MEDICAL/DENTAL/VISION

A. Hospitalization/Major Medical Insurance

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

B. Dental Insurance

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

C. Other Provisions:

1. The Board has the right to change the carrier for any of the insurance programs contained herein, provided that such coverage and the service shall be equal to that as specified in the insurance policies herein.
2. If the Board is considering changing carriers, the Association shall be consulted, at least fifteen (15) days in advance of Board action.
3. It is understood that a change in carriers or offerings of carriers may make the exact policy no longer available.
4. An Insurance Committee composed of one certified staff member from each building and one at-large member all appointed by the Association, four (4) administrators and chaired by the Treasurer of the Board of Education will meet beginning in September, 1993 for the purpose of examining the insurance coverage offered to employees of the Preble Shawnee Local Schools. The committee is responsible for exploring options available for reducing costs and for making recommendations for the most efficient use of the health care premiums. The committee will also ensure that all members who receive insurance from the Board's carrier will be kept fully informed of methods that enable them to maximize their use of the insurance provided. If this committee does not meet as required by this section, Section 504 (7) is inoperable.

D. Vision Insurance

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

505 TERM LIFE INSURANCE

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

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

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

506 SUBSTITUTE PAY FOR PLANNING TIME WORK

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

Should there be no voluntary or voluntary compensated substitutes, then the principal may designate a teacher to cover the class. Such teacher who is neither a volunteer nor a compensated substitute shall be compensated at the same rate as the compensated substitute. Every effort will be made to avoid assigning a teacher who is classified as a non-volunteer compensated substitute if voluntary compensated substitutes are present and are not assigned substitute duty.

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

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

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

507 PAY PERIODS

A. Effective with the 2019-2020 contract year, teachers will be paid their annual salary over twenty-four (24) equal pay periods beginning with the first payday in July. All certified teachers must have their check electronically deposited through the system provided by the Board's Bank.

B. Supplemental Salary Procedure

Supplemental contract salaries shall be paid in the following manner:

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

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

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

C. Mileage, Planning Time and Miscellaneous Payments

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

508 PAYROLL DEDUCTIONS

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

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

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

Teacher cancellation of payroll deductions may be made by the teacher by completing the required form obtainable from the Treasurer of the Board. Teachers making the cancellation notification shall deliver a copy of the completed form to the Treasurer of the Board and the Treasurer of the Association.

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

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

509 SEVERANCE

- A. Upon proof of retirement of one of the state retirement systems, or upon the death of an active employee and upon receipt of a copy of the death certificate, the Board shall grant severance pay in an amount to be determined by multiplying the daily rate of the teacher's base pay, exclusive of supplemental pay, by thirty-five (35%) of the number of days of unused accumulated sick leave. Upon proof of retirement from one of the State Retirement Systems, or upon the death of an active employee and upon receipt of a copy of the death certificate, the Board shall grant severance pay in an amount to be determined by multiplying the daily rate of the teacher's base pay, exclusive of supplemental pay, by thirty-five (35) percent of the number of unused accumulated sick leave.
- B. The teacher, to be eligible for severance pay, must apply to the Treasurer of the Board within ninety (90) days following retirement.
- C. Longevity Severance – Teachers with twenty (20) years of employment with the Preble Shawnee Local School District will be eligible for longevity severance as follows:
 - 1. One days for each year of employment from 21st – 30th year (10 days maximum) (at Preble Shawnee)
 - 2. No credit will be given toward longevity severance for any service outside the Preble Shawnee Local School District, i.e., only actual years of employment in the Preble Shawnee Local School District will be counted.
- D. A teacher, to be eligible for severance pay, must be an employee of the Preble Shawnee Local School district at the time of filing for severance.
- E. In the event an employee resigns his/her employment with the Board for retirement purposes effective the end of the work year he/she first become eligible to retire through STRS, he/she will receive a lump sum payment of \$7,500.00 plus regular and longevity severance pay as provided in the contract; if a full-time employee (183-day contract and 7.25 hour per day). If the employee is a less than a full-time employee they shall receive a percentage of the \$7,500.00 equal to the contract time worked; (i.e. ½ time would receive 50% or \$3,750.00) plus regular and longevity severance pay as provided in the contract. Any employee working less than ½ time is not eligible for the Super Severance. Any employee who does not resign his/her employment with the Board at the end of the work year in which he/she first become eligible to retire through STRS shall forfeit his/her right to any payment pursuant to this provision and shall be entitled only to regular and longevity severance pay upon retirement – as defined in sections 509 A., B., C. and D. upon retirement.

Eligible to retire, shall be defined by STRS.

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

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

510 SECTION 125 BENEFITS PLAN

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

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

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

511 TUITION/LICENSE REIMBURSEMENT

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

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

the licenses/certificates must be renewed at the same time. Reimbursement will be provided once the teacher has submitted the new license/certificate and proof of payment. By reimbursing a teacher in renewing his/her license/certificate, the Board expects such teacher to use his/her renewed license for the benefit of the District. Accordingly, any teacher who resigns his/her employment for the next school year shall have the reimbursement amount withheld from their final paycheck.

512 MILEAGE

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

513 ADMINISTRATIVELY REQUIRED MEETINGS

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

ARTICLE VI – LEAVE OF ABSENCE

601 GENERAL LEAVES OF ABSENCE WITHOUT PAY

- A. In accordance with Section 3319.13 of the Ohio Revised Code, upon written request a teacher may be entitled to a leave of absence without pay for a period of not to exceed two (2) school years for educational or professional or other purposes, and the Board shall grant such leave where illness or other disability is the reason for the request. The initial grant of leave shall be for not more than one (1) school year.
- B. Teachers on leave of absence shall be continued on life and hospitalization insurance in accordance with Section 3313.202 of the Ohio Revised Code and the stipulations of the Treasurer of the Board as to the time for payment of monthly premiums. All Board contributions toward fringe benefits shall cease during the period of a granted leave.
- C. Requests for an initial leave of absence shall be made, in writing to the Superintendent, at least thirty (30) days prior to the first day of the expected leave except in cases of illness. Requests for extension shall be made, in writing to the Superintendent, at least thirty (30) days prior to the termination of the initial leave.
- D. Teachers on leave of absence who do not intend to return the following year are requested to submit their intent, in writing, to the Superintendent prior to April 1.
- E. A teacher may be required by the Board to provide adequate medical documentation if the reason for the leave request is illness or other disability.
- F. A teacher returning from leave shall be placed in the same position from which leave was granted, if available, or in another position for which the teacher is fully qualified.
- G. A teacher who is pregnant or who is adopting a child less than one year of age, shall be entitled to a leave of absence without pay. Such leave shall be governed by the provisions above.

602 APPEARANCES IN COURT

- A. Jury Duty

After an absence for jury duty, either reporting for or serving on, the teacher shall return payment received for such services, less travel expenses, to the Treasurer of the Board, and at the next regular pay period, shall receive full payment of his/her regular salary from the Board for the day or days of excused absence for this purpose.
- B. Any appearance in court due to school-related professional duties may be considered professional days.

603 PERSONAL LEAVE

- A. Up to three (3) paid days may be granted in any one school year for personal leave. Request for advanced approval of such leave shall be made in writing on appropriate forms to the building principal three (3) business days prior to the date of the intended leave. Personal leave requests will be made through the Kiosk under the established timelines. Leave will not be granted in less than one-half (1/2) day increments. The time limits shall not apply if the request is being made because of an emergency. Personal leave is not accumulative. If written or electronic notification, to the contrary, is not given to the teacher at least twenty-four (24) hours in advance, the leave is considered to have been approved.
1. All three (3) days can be stated as “necessary personal business which cannot be conducted outside of regular working hours”. This reason will be interpreted to meet the standard state in this Agreement.
 2. Violation and/or misuse of personal leave may result in the loss of a teacher’s personal leave privileges and/or dismissal.
 3. Personal leave may not be used immediately before or after any school vacation period or in connection with any employee’s regular vacation. Except that if the request for personal leave before or after school vacation states that it is for one of the reasons listed in Section A4 of this Article, and specifically lists the reason, the request normally will be granted. Personal leave may not be used for recreational or vocational (other income) pursuits, social activities, shopping trips, hobby activities, secondary employment, accompanying spouse on a trip, or seeking employment elsewhere.
 4. Personal leave shall be interpreted to include, but not be limited to: funerals, not covered in the sick leave policy, mandatory court appearance (other than jury duty), necessary legal or business matters that cannot be attended to after school hours, on Saturday or during vacation periods. Religious holidays, sibling wedding or graduation and urgent or unusual family obligations involving the immediate family of the teacher. The immediate family is defined as husband, wife, children, mother, father, grandparents, grandchildren, sister, brother, nieces and nephews, parents-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and any member of the same household.
 5. No more than five (5) teachers in the district, may be absent on personal leave on the same day.
 6. If schools are closed because of a calamity on a day scheduled as a personal day by an employee, said employee will not be charged with a personal day unless a substitute has been compensated.
- B. Tutors are not eligible for personal leave.
- C. A bargaining unit member who does not use any of the three (3) personal days can

choose to convert the three (3) personal leave days to three (3) sick leave days to be added to the member's accumulated sick leave, not to exceed the maximum number of accumulated sick leave days. The rollover will occur at the end of the school year, and will be available for use the next fiscal year.

The Treasurer will maintain the records for use of the incentive.

604 PROFESSIONAL LEAVE

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

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

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

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

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

1. Use of a privately-owned automobile
2. Commercial carrier fares
3. Meals
4. Lodging
5. Conference registration
6. Other expenses as provided for in the Board policy.

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

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

605 SICK LEAVE ACCUMULATION AND ADVANCEMENT

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

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

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

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

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

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

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

Once a person is on extended sick leave (four or more consecutive days) they must submit a doctor's note substantiating the leave by the 4th day of successive absence, then every 20 days thereafter, if requested. They must also submit a release from a doctor to return to work after being off more than 10 days.

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

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

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

- \$300 for 0 absences except for professional days
- \$200 for 1 or less day absence except for professional days
- \$100 for 2 or less days' absence except for professional days

D. Sick Leave Bank

1. A committee of seven (7) members shall administer the sick leave bank and only be convened upon receipt of an application to the district Treasurer.
2. The committee will consist of three (3) teacher members appointed by the Association (PSLEA), one of whom is the chairperson of the committee, two (2) administrators appointed by the Superintendent, the Treasurer, and one (1) Board of Education member appointed by the Board of Education.
3. The committee is hereby empowered and guided by the following:
 - a. Sick leave will be provided only in the case of catastrophic illness or injury as determined by the committee's review of an application. Maternity leave either pre- or post-delivery will not be considered by the committee unless there are catastrophic complications with the pregnancy.
 - b. The leave will be applicable to illnesses involving the immediate family.
 - c. A formal application is required to convene the committee and create an application review.
 - d. The bank is available to the certified/licensed staff, including administrators.
 - e. There will be no payback for days used from the bank or given to the bank in any situation or circumstance. Any unused days that were granted by the committee will be retained by the bank for further use.
 - f. All members of the certified/licensed staff are eligible to draw from the bank, if they have contributed to the bank in the current school year or immediate previous school year. For a first-year teacher with no previous public school teaching experience in Ohio, said teacher shall be eligible for the current school year without being required to donate a day during the first school year of employment with Preble Shawnee Local School District. Additional donations may be made by each teacher upon the agreement of the sick leave bank committee.
 - g. There will be no cap on the number of days given to an application, except that it shall not exceed the number of days available.
 - h. Days granted from the bank will be used once the teachers accumulated

days run out. The District will not advance days before the days from the bank can be used.

- i. The Treasurer of the Board and the chairperson of the committee will be responsible for maintaining records of the bank.
 - j. The Treasurer of the Board or designee will convene the committee within 72 hours or three business days upon receipt of an application.
 - k. Applications will be approved through consensus, or if necessary by a majority vote of the Sick Leave Bank Committee. The decision can be considered a personnel matter discussed in its entirety in an executive session of the Sick Leave Bank Committee. The District Treasurer shall notify the applicant of the committee's decision and the reason within seventy-two (72) hours.
 - l. Applicants must agree to hold the Board of Education and the Association harmless for the operation and actions of the Sick Leave Bank and waive any right to an appeal of any decision or action pertaining to the application. In the event that the applicant's conditions change, he/she may re-apply or request an extension.
 - m. The committee reserves the right to request additional information or documentation if they deem it necessary for their decision on a case by case basis.
 - n. The committee's decision is final, not available for appeal, and never subject to grievance.
 - o. Each teacher may contribute one (1) day of his/her accumulated sick leave during the enrollment period. The enrollment period will be from August 20 through September 14 each year. New teachers hired after the school year has commenced will have two weeks to enroll. Should the sick bank run out of days during the school year, employees may donate an additional day for that year. All donated days are not returnable.
4. All application will be held in the strictest confidence as appropriate for the completion and consideration of the application.

Sick Leave Donor Verification

Name of Person Donating Sick Leave _____

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

Preble Shawnee Employee Signature

Date

**This form must be returned by September 14 to the Preble Shawnee Local District Treasurer's office and will not be accepted after this date until another donor day is requested by the committee unless you are a new hire to the district after this date.

Sick Leave Bank
Application for Days

Employee Name: _____

Number of Days Being Requested: _____

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

Narrative for Need:

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

Employee (or designee) Signature

Date

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

Circle One: Approved Denied

606 SPECIAL LEAVE

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

607 ASSAULT LEAVE

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

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

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

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

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

608 SABBATICAL LEAVE

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

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

609 FAMILY LEAVE (FMLA)

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

C. Leave Provisions:

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

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

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

D. Obligations of Employees:

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

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

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

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

E. Return from Leave:

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

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

610 MILITARY LEAVE

- A. Requests may be made by those employees who are members of the State Guard, the Ohio Civilian Cyber Security Reserve, National Guard, Naval Militia, U.S. Army Reserve, U.S. Naval Reserve, U.S. Air Force Reserve, U.S. Marine Corps Reserve, other organizations affiliated with the reserves or on a order by the Governor of Ohio.
- B. Any employee on such leave shall receive full compensation during the period of leave and shall accrue seniority status during his/her leave.
- C. All employees shall make every effort to schedule his/her period of training when school is not in session.

- D. If a period of training occurs during a school session, an employee shall provide the Superintendent with the name of his/her supervisory in the reserves or militia so that arrangements may be discussed to alter such service date.

ARTICLE VII – GRIEVANCE PROCEDURE

701 GRIEVANCE DEFINED

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

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

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

702 REPRESENTATION

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

703 TIME LIMITS

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

Informal Procedure

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

Level 1, Formal Procedure:

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

Level 2:

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

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

Level 3: Arbitration

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

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

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

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

705 MISCELLANEOUS

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

Each hearing shall have provisions for initial presentation of the grievant's case, presentation of the administration's case, cross-examination and/or questioning, and final summaries with either party having the right at his/her own option to waive any or all of the foregoing.

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

706 GRIEVANCE REPORT FORM

Level 1:

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

Relief Sought:

Grievant: _____ Date Submitted: _____

Hearing Date: _____

Response of Administrator:

Administrator: _____ Date Issued: _____

Agreed to Solution 1: Yes No (circle one)

Administrator Signature _____ Date _____

Grievant Signature _____ Date _____

Level 2:

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

Relief Sought:

Grievant: _____

Date Submitted: _____

Hearing Date: _____

Response of Superintendent:

Superintendent: _____

Date Issued: _____

Agreed to Solution 2: Yes No (circle one)

Administrator Signature _____

Date _____

Grievant Signature _____

Date _____

Level 3:

Date of Association's Demand for Arbitration: _____

ARTICLE VIII – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

801 PREBLE SHAWNEE LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

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

A. PSLPDC Membership

The PSLPDC shall be comprised of five (5) members. Three members shall be teachers and two (2) others will be from the administrative team. There will be two members representing the administrative team who are principals, one K-6 and one 7-12. When the committee is considering the plan of an administrator, treasurer, or other school business official, the number of teacher committee members will be reduced by two (2). The members of the committee who are teachers will determine which two teacher members will temporarily leave the committee. If the administrator who submits a plan is a member of the PSLPDC, he/she will be replaced for the purposes of considering his/her plan only by an administrator to be named by the Superintendent.

B. Appointment, Terms, Stipend

The three (3) teacher members shall be appointed as per the PSLEA Constitution and By-Laws. The administrative team members will be appointed by the Superintendent. A supplemental contract will be issued for all teacher members of the PSLPDC. The contract will provide for released time and, when work is performed outside of the regular school day, compensation will be the same as the supplemental pay rate for substitute teachers.

C. Operating Procedures

Members of the PSLPDC shall elect a Chairperson at the first meeting from the teacher members. The PSLPDC will determine its meeting from the teacher members. The PSLPDC will determine its operating procedures and meetings schedule by consensus. Meetings shall be held, when possible, to keep District costs at a minimum. Where consensus is not possible a vote of a simple majority of the full membership of the PSLPDC will be required for action. The PSLPDC shall meet during the following months: September, November, January, March, April and May, and shall adopt such policies as are required by law for providing notice of meetings of committees of public bodies. A meeting may be canceled if there is no paperwork to approve. Minutes of meetings and records of the PSLPDC shall be prepared and maintained in compliance with the laws governing the operating of committees of public bodies. The Board shall be responsible for secretarial and record keeping service for the PSLPDC.

D. Appeals

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

E. Removal of a Teacher Member

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

F. Confidentiality

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

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

A. Members of the PSLPDC PCESCLPDC from the Preble Shawnee Local School District will be appointed in accordance with the Constitution and By-Laws of the Association.

B. A supplemental contract will be issued for all teacher members of the PCESCLPDC PSLPDC. The contract will provide for released time and, when work is performed outside of the regular school day, compensation will be per the negotiated supplemental salary schedule.

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

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

803 DISTRICT PROFESSIONAL DEVELOPMENT COMMITTEE

The District Professional Development Committee (sub-committee) will be an official sub-committee of the District Leadership Team (DLT). The sub-committee will consist of two (2) representatives from each building appointed by the Association President and district leaders appointed by the Superintendent. Preferably, membership will come from the existing DLT, however, that is not required. The sub-committee will meet periodically to evaluate professional development needs of the individual teachers, grade levels, departments, schools, and/or district. The sub-committee will report progress at each DLT meeting. A tentative plan and schedule for professional development for the following school year should be presented to the last DLT meeting of the school year for consideration, and the Superintendent retains discretion as to the final professional development to be offered.

ARTICLE IX – NEGOTIATIONS AGREEMENT

901 PREAMBLE

The Preble Shawnee Local Board of Education and the Preble Shawnee Local Education Association, affiliated with the Ohio Education Association and the National Education Association, do hereby agree that the welfare of the children of the Preble Shawnee Local Schools is paramount in the operation of the schools and will be promoted by both parties. The parties enter into this Agreement to enable the professional employees to participate in and contribute to the development of policies dealing with salaries, fringe benefits, working conditions, items of the negotiated agreement and other items the parties mutually agree to negotiate.

The parties agree that:

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

902 RECOGNITION

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

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

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

903 SAVINGS CLAUSE

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

904 ACADEMIC DISTRESS COMMISSION

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

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

ARTICLE X – BARGAINING PRACTICE

1001 ALTERNATE DISPUTE SETTLEMENT PROCEDURE

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

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

MEMORANDUM OF UNDERSTANDING – A

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

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

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

FOR: PREBLE SHAWNEE LOCAL

FOR: PREBLE SHAWNEE LOCAL
SCHOOL DISTRICT EDUCATION
ASSOCIATION

President

President

Superintendent

Chairperson

Treasurer

Member

ADDENDUM A – INSURANCE POLICIES



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

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

Control Plan - Delta Dental Plan of Ohio

Benefit Year - January 1 through December 31

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

Customer Service Toll-Free Number: 800-524-0149
www.deltadentaloh.com
January 1, 2011

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

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

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

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

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


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

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

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

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

**Anthem Blue Cross and Blue Shield
Preble Shawnee Board of Education Blue Access (PPO) - \$2600 Deductible**
 Summary of Benefits and Coverage: What this Plan Covers & What it Costs
 Coverage Period: 09/01/2016 – 08/31/2017
 Coverage for: Individual + Family | Plan Type: PPO

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

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

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

OH/L/P/PREBLECOUNTYSCHOOLSELURACCS2600DED.PPO/NA/NA/09-16

Important Questions	Answers	Why this Matters:
limit?	Billed charges, and Health Care this plan doesn't cover.	
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 3 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a network of providers?	Yes, Blue Access. For a list of Network providers, see www.anthem.com or call (800) 552-9159.	If you use an in-network doctor or other health care provider , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network . See the chart starting on page 3 for how this plan pays different kinds of providers .
Do I need a referral to see a specialist ?	No; you do not need a referral to see a specialist.	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 8. See your policy or plan document for additional information about excluded services .



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

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

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

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

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

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

Excluded Services & Other Covered Services:

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

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

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

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

Your Rights to Continue Coverage:

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

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

Your Grievance and Appeals Rights:

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

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

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

Does this Coverage Provide Minimum Essential Coverage?

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

Does this Coverage Meet the Minimum Value Standard?

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

Language Access Services:

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

Doo bee a'tah ni'ligoo ef doocda'í, shikaa adootwo't ffiniznigo t'áá diné k'éjigo, t'áá shoodi ba na'alnái ya sidái bich'i naabíidíkiid. Ef doo bi'gha daago ni ba'nja'go ho'aalagi bich'i hodíiní. Har'daa lín'taago éya, t'áá shoodí diné ya atáh halné'igí ef béésha bee bane'f wólta' bí'ki sí'niilígí bí'kébgo bich'i hodíiní.

Si no es miembro todavía y necesita ayuda en idioma español, le suplicamos que se ponga en contacto con su agente de ventas o con el administrador de su grupo. Si ya está inscrito, le rogamos que llame al número de servicio de atención al cliente que aparece en su tarjeta de identificación.

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

_____ To see examples of how this plan might cover costs for a sample medical situation, see the next page.

About These Coverage Examples:

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



This is not a cost estimator.

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

See the next page for important information about these examples.

Having a baby (normal delivery)

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

Sample care costs:

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

Patient pays:

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

Managing type 2 diabetes

(to more fully manage of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$2,290
- Patient pays \$3,110

Sample care costs:

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

Patient pays:

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

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

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

What does a Coverage Example show?

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

Does the Coverage Example predict my own care needs?

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

Does the Coverage Example predict my future expenses?

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

Can I use Coverage Examples to compare plans?

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

Are there other costs I should consider when comparing plans?

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

**Anthem Blue Cross and Blue Shield
Preble Shawnee Board of Education Blue Access (PPO) - Core Option**

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

Summary of Benefits and Coverage: What this Plan Covers & What it Costs



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

Important Questions	Answers	Why this Matters:
What is the overall deductible?	\$1,000 single / \$2,000 family for In-Network Providers. Does not apply to Emergency Room Services, Primary Care visit, Preventive care, Prescription Drugs, and Specialist visit. \$2,000 single / \$4,000 family for Out-of-Network Providers. Does not apply to Emergency Room Services. In-Network Providers and Non-Network Providers deductibles are separate and do not count towards each other.	You must pay all costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 3 for how much you pay for covered services after you meet the deductible.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 3 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes: \$2,000 single / \$4,000 family for In-Network Providers. \$4,000 single / \$8,000 family for Out-of-Network Providers. In-Network Providers and Non-Network Providers Out of Pocket are separate and do not count towards each other.	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in	Prescription drugs, Non-Network	Even though you pay these expenses, they don't count toward the out-of-pocket

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

OH/L/F/PREBLECOUNTYSCHACORE-PPO/NA/NA/09-16

Important Questions		Answers		Why this Matters:	
the out-of-pocket limit?	Transplant Services, excluding kidney and cornea, flat dollar copayments for preventive Care, physician office services and urgent care, Premiums, Balance-Billed charges, and Health Care this plan doesn't cover.	limit.			
Is there an overall annual limit on what the plan pays?	No.				The chart starting on page 3 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a network of providers?	Yes, Blue Access. For a list of Network providers, see www.authem.com or call (800) 552-9159.				If you use an in-network doctor or other health care provider , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred , or participating for providers in their network. See the chart starting on page 3 for how this plan pays different kinds of providers .
Do I need a referral to see a specialist ?	No; you do not need a referral to see a specialist.				You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.				Some of the services this plan doesn't cover are listed on page 8. See your policy or plan document for additional information about excluded services .



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

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

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

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

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

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

Excluded Services & Other Covered Services:

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

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

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

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

Your Rights to Continue Coverage:

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

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

Your Grievance and Appeals Rights:

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

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

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

Does this Coverage Provide Minimum Essential Coverage?

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

Does this Coverage Meet the Minimum Value Standard?

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

Language Access Services:

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

Doo bee a'tah ni'ligoo et dooda'i, shilésa adoohtwo'ó fimfáimigo t'ásá diné k'éjégo, t'ásá shoocí ba na'átrihf ya sídáhí bich'i naabíftíhíid. Et doo biigha daago ni ba'nijsá'go ho'aalagf bich'i hoodilíní. Haa'daqá lim'baago efiya, t'ásá shoocí díné ya atásh balné'igfí ní béesh bee hane'i wólta' bí'ki sí'milligf bí'kébgo bich'i hoodilíní.

Si no es miembro todavía y necesita ayuda en idioma español, le suplicamos que se ponga en contacto con su agente de ventas o con el administrador de su grupo. Si ya está inscrito, le rogamos que llame al número de servicio de atención al cliente que aparece en su tarjeta de identificación.

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

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

About These Coverage Examples:

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



This is not a cost estimator.

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

See the next page for important information about these examples.

Having a baby (normal delivery)

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

Sample care costs:

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

Patient pays:

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

Managing type 2 diabetes

(annual maintenance of a well-controlled condition)

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

Sample care costs:

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

Patient pays:

Deductibles	\$1,000
Copays	\$610
Coinsurance	\$210
Limits or exclusions	\$90
Total	\$1,900

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

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

What does a Coverage Example show?

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

Does the Coverage Example predict my own care needs?

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

Does the Coverage Example predict my future expenses?

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

Can I use Coverage Examples to compare plans?

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

Are there other costs I should consider when comparing plans?

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