

AGREEMENT

between the

PERRY ASSOCIATION OF SUPPORT STAFF

and the

PERRY LOCAL SCHOOLS BOARD OF EDUCATION (Stark County, Ohio)

Effective JULY 1, 2022 – JUNE 30, 2025

TABLE OF CONTENTS

		Page
ARTICLE I	RECOGNITION	1
ARTICLE II	SCOPE OF BARGAINING	1
ARTICLE III	NEGOTIATIONS PROCEDURE	1
ARTICLE IV	RIGHTS OF THE ASSOCIATION	3
ARTICLE V	ASSOCIATION SECURITY AND DUES/FEE DEDUCTIONS	5
ARTICLE VI	MANAGEMENT RIGHTS	5
ARTICLE VII	GRIEVANCE PROCEDURE	6
ARTICLE VIII	NON-DISCRIMINATION	9
ARTICLE IX	LABOR/MANAGEMENT COMMITTEE	9
ARTICLE X	WORK YEAR	10
ARTICLE XI	CALAMITY DAY	11
ARTICLE XII	JOB DESCRIPTIONS	11
ARTICLE XIII	SECRETARIES	12
ARTICLE XIV	MONITORS	13
ARTICLE XV	CUSTODIAL/MAINTENANCE	13
ARTICLE XVI	PERSONNEL FILE	13
ARTICLE XVII	EMPLOYEE EVALUATION	13
ARTICLE XVIII	DRUG-FREE WORKPLACE	14
ARTICLE XIX	DISCIPLINE AND DISCHARGE	14
ARTICLE XX	CONTRACTS	15
ARTICLE XXI	VACANCIES AND TRANSFERS	16
ARTICLE XXII	SENIORITY	18
ARTICLE XXIII	REDUCTION IN FORCE	20
ARTICLE XXIV	VACATION PAY	24
ARTICLE XXV	HOLIDAYS	25
ARTICLE XXVI	LEAVES	26
ARTICLE XXVII	INSURANCES	31
ARTICLE XXVIII	PAYROLL DEDUCTIONS	34
ARTICLE XXIX	SALARY SCHEDULE	35
ARTICLE XXX	SCHEDULE/WORK HOURS/SENIORITY	36

TABLE OF CONTENTS (continued from previous page)

		Page	
ARTICLE XXXI	LONGEVITY	41	
ARTICLE XXXII	ANNUITY PROGRAM	41	
ARTICLE XXXIII	SERS PICKUP WITH REDUCTION	42	
ARTICLE XXXIV	SEVERANCE PAY	42	
ARTICLE XXXV	EFFECTS OF THE AGREEMENT	43	
APPENDICES			
A 2022-2023 Sa	lary Schedules	45-47	
B 2023-2024 Sa	2023-2024 Salary Schedules		
C Grievance For	Grievance Form		
D Classified Per	Classified Personnel Evaluation Form and Improvement Plan		
INDEX		57-60	

ARTICLE I – RECOGNITION

The Perry Local Board of Education, hereinafter the "BOARD", hereby recognizes the Perry Association of Support Staff/OEA/NEA, hereinafter the "ASSOCIATION", as the sole and exclusive bargaining representative as defined in Chapter 4117 of the Ohio Revised Code for all full and part-time personnel employed by the Board under a regular contract as special education, transportation and classroom aides, computer specialists, library clerks, crossing guards, custodial, maintenance, mechanics, monitors, strength/conditioning supervisor, nurse assistants*, food service employees, registrar and secretarial.

Exclusion: Superintendent, Secretary to the Superintendent, Assistant Superintendent, Secretary to Assistant Superintendent, Treasurer, Assistant Treasurer, Payroll Clerk, Budgetary Clerk, Director of Business, Secretary to the Director of Business, Curriculum Director, Pupil Services Director, Secretary to the Pupil Services Director, EMIS Coordinator, the Supervisor of Transportation, Supervisor of Buildings and Grounds, Supervisor of Food Services, Technology Director, Computer Network Technician, Auxiliary Service Secretaries, and all full-time and part-time non-certified employees of the Perry Local School District already represented by an employee organization in the following classifications, bus driver and bus aide, and all employees on administrative contracts, casual/seasonal employees, confidential employees, management level employees and supervisors as defined by ORC 4117.01.

All work currently performed by bargaining unit members, as well as future work of a similar nature, shall be deemed bargaining unit work.

*Nurse Assistants who are employed (part-time or full-time) in an "auxiliary" role in a private school are not covered by this Agreement with respect to their terms and conditions of employment in the private school setting.

<u>ARTICLE II – SCOPE OF BARGAINING</u>

The scope of negotiations shall be all matters pertaining to wages, hours, or terms and conditions of employment, and the continuation, modification, or deletion of existing provisions of the Negotiated Agreement.

<u>ARTICLE III – NEGOTIATIONS PROCEDURE</u>

A. Initiating Negotiations

If either of the parties desires to negotiate, it shall notify the other party in writing and begin negotiations on a mutually agreed upon date, said date shall be established between ninety (90) and one hundred twenty (120) days prior to the expiration of the Master Contract. Upon receipt of a written request for the opening of negotiations, the Board or the Association shall issue a Notice to Negotiate to the State Employment Relations Board with party in accordance **ORC** 4117.14 (SERB) and the other (http://codes.ohio.gov/orc/4117.14).

B. Ground Rules

The following ground rules shall be in effect unless modifications are agreed upon by both parties:

- 1. At any negotiation session, either party may be represented by no more than five representatives and up to one consultant.
- 2. At the first meeting, the respective parties shall meet to exchange all their initial proposals written in their entirety for the purpose of bargaining items within the mandatory scope of bargaining. Any issue submitted after this time shall require mutual agreement of the teams to allow introduction of the new item.
- 3. Before each negotiation session adjourns, the time and place for the next session shall be mutually agreed upon by the chief negotiators. Meetings shall be in executive session.
- 4. The negotiation team shall meet at such mutually agreed upon places and time for the purpose of affecting a free exchange of facts, opinion, proposals and counterproposals in an effort to reach a mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other.
- 5. Prior to and during negotiations, the parties agree to furnish, upon written request and in a reasonable time, available information as will assist the parties in the development and evaluations of proposals.
- 6. Either team may call a caucus at any time. The caucus shall be for a reasonable period of time.
- 7. As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by a representative of each party. No item so initialed shall be considered final until agreement has been reached on the entire package.
- 8. Periodic progress reports may be issued during negotiations to the public only if such release has prior approval of both parties.

C. Dispute Resolution

1. If, after 45 calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations and dispute resolution. If either party calls for FMCS involvement, the other party shall join in a joint request.

2. In the event that all attempts to reach agreement through mediation have failed and the parties are unable to reach agreement within 15 days prior to the expiration of the existing Agreement or any extension thereof, then the Association shall have the right to proceed in accordance with ORC 4117 (http://codes.ohio.gov/orc/4117) to give notice of its right to strike and to exercise that right.

D. <u>Agreement</u>

When final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Association for ratification. Following ratification by the Association, the Agreement shall be submitted to the Board for adoption. Upon adoption by the Board, the Agreement shall be signed by both parties. Both teams shall recommend and urge approval.

E. <u>Printing of Agreement</u>

The parties agree that the contract shall be printed within 90 days of the conclusion of negotiations or within 30 days if negotiations continue beyond the start date of the successor agreement.

ARTICLE IV – RIGHTS OF THE ASSOCIATION

Rights and privileges provided in this section shall be granted to the Association/OEA/NEA as the sole and exclusive bargaining agent and not to any other competing organization. The Board agrees that it will not discriminate against any employee with respect to hours, wages and conditions of employment by the reason of his/her membership in the organizations, his/her participation in any legal activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance with respect to any terms or conditions of employment.

The Board and administration agree to continue Association rights presently permitted as listed. These include:

- 1. Use of mailboxes, interschool mail, and district e-mail to conduct Association business.
- 2. Representatives of the Association may transact official Association business on school property as long as they do not interfere with or interrupt any instructional programs or work schedules of employees. Association representatives should report their arrival to the building office.
- 3. Use of the buildings for meetings.
- 4. Provide annually a complete roster of the names, addresses, building assignments, classifications, years of service credit, and pay rates of all bargaining unit members

- and will update hiring and separations as new information becomes available, but not later than one (1) month after the meeting at which the Employer took action.
- 5. Forty-five (45) minutes shall be set aside after the general meeting for Association business at the beginning of the school year. Attendance at this meeting shall be voluntary.
- 6. Name, address and phone number of bargaining unit member each year, unless prohibited by law.
- 7. The Association President shall be provided up to 150 minutes per week of release time to conduct Association business to process grievances and conduct negotiations.
- 8. Second and third shift employees who are Association Executive Board members shall be permitted to attend the Association's Executive Board meetings without loss of pay. Prior to release from work, the employee will collaborate with his/her supervisor.
- 9. Released time for elected Association representatives to attend OEA Representative Assembly (limited to five days). Released time for members of the Executive Board to attend summer OEA/ECOEA training opportunities (limited to five (5) days).
- 10. Use of copying machine if Association furnishes supplies.
- 11. To furnish to the Association President or designee, in response to reasonable requests, all public records concerning the financial resources of the school district, including but not limited to, annual financial reports and audits, register of classified personnel, agendas and minutes of all Board meetings, census and membership data, and other such public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the Association.
- 12. If a member resigns, is terminated, or retires during the school year, the Treasurer shall deduct all owed and remaining dues from the employee's last check.
- 13. The agenda of each Board meeting shall be sent to the Association President via email at least eight (8) hours in advance. Minutes of the Board meetings shall be made available electronically to all members.
- 14. Payroll deduction of Association dues in accordance with Article V.
- 15. Association Officers designated by name in written notice to the District Treasurer by the Association Treasurer no later than August 15 of each year shall be paid a PASS Officer supplemental stipend in addition to the Officer's base compensation

(Regular Salary) and any extra pay (supplemental) stipends paid pursuant to this Agreement. The annual notice from the Association Treasurer also shall state the amount of the PASS Officer supplemental stipends. The PASS Officer supplemental stipend shall be paid to the respective Officers with the second regular paycheck in May of each year. The Board shall make all required retirement deductions from the PASS Officer supplemental stipend and shall contribute both the Board's and the employee's contributions to the School Employees Retirement System (SERS) for the PASS Officer supplemental stipend in addition to all other required SERS contributions consistent with ORC 3309.01(V). Pursuant to an itemized billing from the District Treasurer, the Association shall reimburse the Board for the full amount of the PASS Officer supplemental stipend as well as for the amount of the employer and employee SERS contributions and taxes required to be paid on the PASS Officer supplemental stipend.

ARTICLE V – ASSOCIATION SECURITY AND DUES/FEE DEDUCTIONS

- A. A list of all members and applicable dues rates shall be transmitted to the Treasurer of the Board by the Association for the purpose of determining amounts to be payroll deducted on or about September 15 of each year. Dues will be withheld from each paycheck from the first pay in October through the first pay in June. Board agrees to promptly transmit all amounts deducted to the Association.
- B. The Board further agrees to accompany the initial transmittal with a list of the names of employees for whom all such deductions are made.

ARTICLE VI – MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself without limitations, 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, all of the rights identified in Section 4117.08 of the Ohio Revised Code (http://codes.ohio.gov/orc/4117.08). These include:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the School District organizational structure;
- B. Direct, supervise, evaluate and hire employees;
- C. Maintain and improve the efficiency and effectiveness of Board operations;
- D. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted, including the opening and closing of buildings, the hours

such buildings are open, student assignments, and the purchasing and distribution of all Board-owned equipment;

- E. Suspend, terminate, lay off, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the School District, including the establishment of curriculum, special programs, athletic, recreational and social events for students;
- H. Effectively manage the work force, including the determination of building schedules, hours of operations, and the duties, responsibilities and assignments of staff members;
- I. Take actions to carry out the mission of the School District.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and 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 contract 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.

The management rights set forth above shall not be subject to the arbitration procedure or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.

ARTICLE VII – GRIEVANCE PROCEDURE

A. Definitions

1. Aggrieved Person(s)

An aggrieved person(s) is any member(s) of this bargaining unit initiating a grievance.

2. Grievance

A grievance is any claim by an aggrieved person(s) that there has been a violation, misinterpretation or misapplication of the provisions of the Negotiated Agreement.

3. <u>Representation</u>

The aggrieved person(s) may be represented at all steps of the grievance procedure by the Association.

4. <u>Days</u>: The term "days" when used in the Article, means actual working days during the school year. During the summer, days will be defined as weekdays, Monday through Friday, excluding legal holidays.

B. General

It is the purpose of this procedure to achieve, at the lowest possible administrative/supervisory level, equitable solutions to problems that arise. Both parties agree that the grievance proceedings shall be kept confidential at all levels of the procedure.

- 1. A grievance may be withdrawn at any level without prejudice.
- 2. Copies of all written decisions of grievances shall be sent to all parties involved: the Association President, the aggrieved, and the appropriate administrators/supervisors.
- 3. The Association has the exclusive right to file grievances and to be present for the adjustment of any and all grievances.
- 4. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in this grievance procedure except those records normally found in the personnel file if they were used in the course of the grievance. However, any records affected by the decision of the action shall be handled in accordance with such decision. A separate file will be maintained for grievance records dealing with members of the bargaining unit.
- 5. The aggrieved, the Association, the Board and administrative/supervisory personnel shall openly share information not otherwise protected by law, in possession of any of the above which contributes to the processing of a grievance. Both the Association and the grievant shall receive written notification prior to all meetings and official action concerning the grievance.
- 6. Conferences required by this procedure will be scheduled at such times as will cause the least disruption to the operation of the schools. In the event the administration/supervisor determines a meeting or arbitration hearing must be held during school hours, those persons whose presence is necessary will be released without loss of pay.
- 7. A grievance applicable to more than one member or more than one building concurrently may be submitted in writing by the Association directly to the Superintendent and the processing of such a grievance may begin at Level Two.
- 8. Failure to accept or reject a decision or move it to the next level within the timelines in the prescribed manner shall indicate that the grievance has been withdrawn.

- 9. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.
- 10. Failure of the employer to comply with the timelines shall result in the grievance advancing to the next level.

C. Informal Procedure

Within thirty (30) days of the time an alleged violation, misinterpretation or misapplication occurs, the grievant shall first discuss the problem with the person's immediate supervisor. The objective of both parties should be to resolve the matter as soon as possible in an informal manner.

D. Formal Procedures

1. Level One

- a. In the event the aggrieved person is not satisfied with the result of the informal meeting, within five (5) days of the informal meeting, the aggrieved person shall file a formal grievance with the aggrieved person's immediate supervisor.
- b. A conference will be scheduled by the immediate supervisor within five (5) days after receipt of the formal grievance.
- c. Within five (5) days after the conference, the immediate supervisor shall render a decision in writing to the grievant and the chairperson of the Grievance Committee and/or the president of the Association.

2. Level Two

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered at Level One within five (5) days of the filing of the grievance, the aggrieved person and/or Association may refer said grievance in writing to the Superintendent within five (5) days.
- b. Within five (5) days after the receipt of the written grievance by the Superintendent, the Superintendent and/or designee will meet with the aggrieved person and the chairperson of the Grievance Committee/designee in an effort to resolve said grievance.
- c. Within five (5) days after the conference, the Superintendent/designee shall render a decision in writing to the grievant and Association.

3. Level Three

- a. Within ten (10) days following the receipt of the written decision from the Superintendent (if the aggrieved person and/or Association is not satisfied with the disposition of the grievance at Level Two) or if the Superintendent fails to file a timely response, the Association shall, by letter, submit a demand for arbitration to the American Arbitration Association (AAA).
- b. The arbitrator shall be selected from a list of seven (7) arbitrators which the Association shall request from the AAA. Within ten (10) days following receipt of this list, the parties shall meet for the purpose of naming the arbitrator either by mutual agreement or by a striking process, whereby each shall alternately strike a name from the list until a final name remains who shall be the arbitrator. The person striking first shall be determined by the single toss of a coin. The arbitrator shall hold a hearing and may request such additional data as may be required in arriving at recommendations. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
- c. The arbitrator's decision shall be binding upon the Grievant, the Association, and the Board. The costs for the arbitration shall be shared equally by the Association and the Board.

ARTICLE VIII – NON-DISCRIMINATION

The policies and practices of the Board shall be applied without regard to disability, race, color, national origin, sex, marital status, sexual orientation, gender identity or age. The Board shall not discriminate against employees because of membership or nonmembership in the Association or participation in Association activities.

ARTICLE IX - LABOR/MANAGEMENT COMMITTEE

A Labor-Management Committee shall meet quarterly from September until May of each school year to share information, facilitate communication and to discuss issues. The Association Officers, the Superintendent/designee and other administrators appointed by the Superintendent shall be representatives of the Committee.

The Labor-Management Committee does not replace the grievance process.

ARTICLE X – WORK YEAR

(Contract Year – July 1 through June 30)

- A. The normal work year (inclusive of holidays) for:
 - 1. Twelve month employees: athletic secretary, district computer network specialist, custodians, maintenance, mechanics and registrar shall be two hundred sixty (260) days. High school head secretary shall be two hundred fifty (250) days.
 - 2. Eleven month secretaries shall be either two hundred seventeen (217) days or two hundred twelve (212) days. The Fourth of July holiday shall be included if the secretary's work year includes the week of July 4th. Juneteenth shall be included if the secretary's work year includes the week of June 19.
 - 3. Ten month secretaries shall range from one hundred eighty-eight (188) days to two hundred nine (209) days.
 - 4. H. S. Food Service Manager shall be one hundred eighty-five (185) days; all other Food Service Managers are one hundred eighty-eight (188) days.
 - 5. H.S. head cook and H.S. food service staff shall be one hundred eighty-three (183) days; all other head cooks and food service staff shall be one hundred eighty-six (186) days.
 - 6. Part-time custodians shall be two hundred sixty (260) days.
 - 7. Aides (special education, classroom, monitors, crossing guards) assigned within the District and full-time nurse assistants shall be one hundred eighty-six (186) days. The normal work year for aides assigned to outside placements may vary depending on the school year at the outside placement.
 - 8. Library clerks shall be one hundred ninety-eight (198) day contracts. As part of their 198 contract days, the library clerk shall have the following days to prepare and close the library:
 - a. Six (6) days prior to and including Convocation Day;
 - b. Two (2) flex days to be coordinated in writing with the building principal; and
 - c. Four (4) non-student records days provided to the District's teachers.

Library clerks shall not have scheduled classes during the last two weeks of the school year. Library clerks may be requested to provide emergency assistance during these last two weeks.

- 9. Computer specialist shall be one hundred ninety-four (194) days at the elementary, and two hundred nine (209) days at all other buildings.
- 10. Additional days beyond those listed above shall be paid at the individual's per diem rate of pay. For positions that are tied to the student day (cooks, aides, monitors, crossing guards), the actual work year may be adjusted to reflect any changes in the student calendar and their compensation will be adjusted accordingly.
- B. Any employee whose hours are reduced during the school year to a level that would cause a loss of eligibility for current Board paid benefits shall have the benefits maintained at the level in effect during that school year. Any reduction of five (5) hours or more per week shall be done in accordance with the Reduction in Force procedures.
- C. If an employee's calendar includes at least one professional development day, the employee may complete Pubic School Works training during unscheduled time on that day.

ARTICLE XI – CALAMITY DAY

- A. All employees shall be paid their appropriate rate of pay for all days or part of a day when the entire school system or their particular worksite building is closed due to an epidemic, weather, or other public calamity.
- B. If required to work on a calamity day, an employee shall be paid time and a half (1.5) for hours worked.
 - 1. Any employees required to work, who because of an existing public calamity cannot do so, shall not be penalized or disciplined.
 - 2. Any employee who reports to work, at his/her regularly scheduled time, and is subsequently told to return home as a result of a calamity shall receive time and a half (1.5) pay for all time actually worked that day.
- C. Provided at least one calamity day occurs in a school year, bargaining unit members shall not receive additional compensation for completion of required Public School Works training.

ARTICLE XII – JOB DESCRIPTIONS

A. Copy of Job Description

Upon request, the Association President shall be furnished a copy of the job description of each position covered under the terms of this Agreement.

B. Changes in Job Description

Prior to any changes in any job descriptions covered under this Agreement, the Association shall be notified of such anticipated change, and a meeting date shall be established to discuss the new job description. The Association's input will be considered before any change is made in a job description. After such discussion, the ultimate determination of the final job description(s) shall be the right of the Superintendent. When a material change is made altering the essential functions of the position to the extent the person currently holding that position is not qualified to perform the job duties, the modified position will be posted for bid and the incumbent employee will be given the opportunity to exercise any seniority rights under the Reduction in Force procedures

C. <u>Changes in Job Duties</u>

The Board shall provide training for employees within a department in the event it is necessary due to a change in job duties within a job description.

D. New Hires

All newly hired employees shall be furnished a copy of their job description upon hiring. All other employees shall receive a copy of their job description upon request or when a change to their job description occurs.

E. Objectives

All job descriptions shall include the objective qualifications and performance responsibilities required to carry out the work for the position.

F. Content

Job descriptions will list the general duties to be performed by the employee for each position. Any reference to "other duties as assigned" shall be construed as meaning those other duties that are reasonably related to the scope of the general job description.

ARTICLE XIII – SECRETARIES

A. <u>Medication</u>

Secretaries will not be required to administer medicine and/or first aid while a school nurse/nurse assistant is immediately available.

The Board will provide in-service training for secretaries with regard to the administering of medication and/or first aid.

<u>ARTICLE XIV – MONITORS</u>

A. Walkie Talkies

All high school and Edison study hall monitors will be provided with a school issued walkie talkie. Pfeiffer study hall monitors will be provided with a school issued walkie talkie as needed.

B. Student Ratios

Any high school and Edison study halls which only have a single monitor assigned will not have more than one hundred (100) students assigned to that study hall.

<u>ARTICLE XV – CUSTODIAL/MAINTENANCE</u>

<u>Safety Precautions</u>: Any employee who is required to remove and/or encapsulate asbestos, clean infectious bodily fluids/wastes and or handle hazardous waste or materials, shall be provided with all necessary training, equipment, materials and supplies.

ARTICLE XVI – PERSONNEL FILE

There shall not be any material in the file that is obsolete, inaccurate, irrelevant, incomplete, untimely or inappropriate for retention. If a bargaining unit member believes that this Article is applicable, the matter must be brought to the attention of the Superintendent for an investigation pursuant to ORC 1347 prior to filing a grievance.

ARTICLE XVII – EMPLOYEE EVALUATION

A. Evaluations

Evaluations shall be completed for all employees at least once every two (2) years. Newly hired employees shall be evaluated a minimum of two (2) times during their first year of employment. If the employee is hired on or after February 1st of their first year, only one evaluation shall be performed. Evaluations shall be completed by the appropriate supervisor(s) and/or building principal.

B. <u>Conference</u>

Employees shall have the opportunity to discuss the evaluation with the supervisor or building principal that is responsible for conducting the evaluation. Upon the request of either party for such meeting, the employee shall be notified, in advance, as to the date, time, and place of the meeting to review the completed evaluation. All meetings to discuss evaluations should be held during the normal workday of the employee. In the event the

meeting must be held outside the workday, the employee will be paid for the time spent at such meeting.

C. <u>Signature</u>

The employee shall be offered the opportunity to sign the evaluation and receive a copy at the time of the review. Such signature shall not indicate agreement or disagreement. No additional written comments will be made on the evaluation form following the meeting to review the evaluation.

D. Right to Respond

The employee shall have the right to respond to the evaluation, either on the form or by written response to be attached to the evaluation.

E. File

The completed evaluation form shall be placed in the employee's file.

F. Form

All formal evaluations shall be completed on the negotiated form as set forth in Appendix D of this Agreement.

An employee shall be entitled to Union representation at any conference held during this procedure in which the employee will be advised of an impending adverse personnel action.

ARTICLE XVIII – DRUG-FREE WORKPLACE

- A. The Board may suspend (with pay) an employee accused of a drug-related offense pending the outcome of any investigation and/or trial.
- B. The conviction, guilty plea, or plea of no contest of an employee for possession, use, unlawfully manufacturing, distributing and/or dispensing any controlled substance as defined by federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

<u>ARTICLE XVIX – DISCIPLINE AND DISCHARGE</u>

A. Any disciplinary action affecting a classified employee generally should be administered with the intention of improving the employee's performance. The Board agrees that, whenever possible, a disciplinary problem shall initially be resolved between the classified employee and his/her immediate supervisor. Disciplinary actions will be for just cause.

- B. All discussions regarding disciplinary actions and/or verbal reprimands affecting bargaining unit members shall take place in a private setting. This language is not intended to have application to constructive criticism, instructions, or direction given to employees by their supervisors.
- C. The Board agrees that an Association representative and the OEA Labor Relations Consultant and legal counsel shall be permitted to attend any disciplinary interview, meeting, or hearing contemplated by this article and the administration shall inform the employee of this right.
- D. No employee shall be disciplined, reduced in rank or compensation, demoted, reprimanded, suspended, or terminated without just cause and without due process as is provided herein. Any dispute concerning disciplinary action, including termination, shall be resolved solely through the grievance procedure. Any procedures or rights under ORC 3319.081 related to suspension or termination are expressly superseded by this Article.
- E. Only the Superintendent has the right to suspend a staff member's contract for disciplinary reasons. In the event of a suspension, the member shall have the right to file a grievance at Level II of the Grievance Procedure (Superintendent level). Suspensions shall not constitute a break in service for seniority purposes.
- F. Any bargaining unit member receiving a written reprimand or notice that may be put in the member's file and that may be used in any disciplinary action procedures, and is of a disciplinary nature, shall be given a copy of said written notice or reprimand indicating that this record will be held in his/her file.
- G. Anonymous letters and materials shall not be placed in a bargaining unit member's file, nor shall it be made a matter of record unless the facts of the complaint are substantiated through an investigation.
- H. Reprimands over two (2) years old shall EXPIRE from a bargaining unit member's personnel file upon written request of the member as long as there is not any additional discipline during the preceding two (2) years. This reprimand shall not be used in future disciplinary matters unless the future disciplinary matter involves the same nature of infraction as the previous discipline. However, said records shall be kept in a file maintained by the district and shall remain as a public record until destroyed in keeping with the school district's public records retention and removal policy.

ARTICLE XX – CONTRACTS

Employees will be issued one (1) year contracts for each year of employment in their first three (3) years of employment, followed by two (2) year contracts for their next four years of employment. Employees who have not begun their eighth year of service shall have no right to challenge evaluations or non-renewals through the negotiated grievance procedure and/or under ORC 3319.081. Employees who have begun their eighth year of service in PASS shall be

considered to have continuing contracts in PASS and will have the right to pursue and resolve challenges to evaluations and non-renewals only through the negotiated grievance procedure. Any employee who is terminated, whether under a one (1) year contract, a two (2) year contract or continuing contract, will have the right to pursue and resolve challenges to the termination only through the negotiated grievance procedure. Employees who were hired into PASS positions prior to July 1, 2019 shall be considered to have continuing contracts when they begin their fourth year of service, following three one (1) year contracts.

Employees who obtain continuing contract status in non-PASS positions in the District shall retain continuing status in those positions if they accept a job in PASS after July 1, 2019, but shall only obtain continuing status in PASS after meeting the criteria above. Employees who obtained continuing contract status in non-PASS positions in the District and accepted a job in PASS prior to July 1, 2019, shall maintain their continuing contract status in both units.

ARTICLE XXI – VACANCIES AND TRANSFERS

A. All retirements, resignations, and non-renewals shall be communicated through the Board agenda. When a job vacancy occurs due to retirement, termination, resignation, death, promotion, transfer or creation of a new position, a vacancy notice shall be posted electronically for five (5) working days with a 5 p.m. deadline to apply on the 5th day.

The posting should identify the assignment whenever possible. The posting shall include the classification, job title, approximate starting date, title of immediate supervisor, work location, shift, the number of hours, date of the initial posting, and the deadline for submitting.

B. Bargaining unit members applying for a posted opening, other than a special education aide opening, should submit a Position Interest Form (PIF) to the Superintendent or designee within five (5) days of the posting. PIFs will not be accepted past 5 p.m. on the fifth (5th) day after posting. The PIF will serve as the letter of intent. Bargaining unit members who bid on the posted position shall be given an opportunity to interview for the position provided the bargaining unit member meets the posted qualifications for the position. Any employee making a written request for an interview shall submit a resume reflecting the experience, knowledge and skills related to the vacancy. The employee will be interviewed only once for a position in the same classification series per fiscal year (July 1 through June 30). For vacancies in the Secretarial/Clerical classification series, the applicant, upon written request, shall be granted one (1) interview for each building in which a vacancy is posted per fiscal year. In deciding between two (2) or more bargaining unit members who have applied for a position within the same classification, district-wide seniority shall prevail if all other considerations are equal, however, this shall not apply when filling the special education aide vacancy at the pre-school. Those considerations include experience or training, either in the same job or in a job of related skill, satisfactory evaluations, and satisfactorily completing any standardized assessments required for the position.

- 2. Those bargaining unit members who currently meet pre-school licensure requirements shall have first opportunity to bid for special education aide vacancies at the pre-school. Required pre-school licensure shall be the first consideration for pre-school aide positions, with seniority and other considerations as secondary.
- 3. Section 1, above, shall be modified for Special Education Aides as follows:
 - a. A seniority list shall be sent to the Association President at the end of July of each school year. All open special education aide positions will be bid prior to the beginning of each school year.
 - b. Available special education aide positions will be made available for employee review no less than one (1) week prior to position bidding. The position list shall include the information set forth in Section A, above.
 - c. Bidding shall take place no later than five (5) days prior to the first student day, unless mutually agreed.
 - d. Each special education aide shall bid on the positions in order of seniority. In the event a Special Education Aide is not available on bid day, they may designate, in writing, another special education aide or the special education administrator to bid in his/her place. If a special education aide is absent and has not designated anyone to bid, he/she may be passed on the seniority list and assigned to any available assignment after bidding is completed.
 - e. If a special education aide vacancy occurs after the initial assignment and during the school year, the vacancy shall be posted as follows:
 - i. Special education aide vacancies shall be posted electronically for three (3) working days during the school year with a 5 p.m. deadline to apply on the third day.
 - ii. Special education aides are eligible for only one position change per semester during the school year.
- C. In filling job openings within the bargaining unit, including new jobs, the Board will consider bargaining unit members in other classifications already employed who are qualified for such job by experience or training, either in the same job or in a job of related skill, satisfactory evaluations and satisfactory completion of any standardized assessments required for the position prior to interviewing outside candidates. Qualifications shall not be arbitrary, capricious, discriminatory, unreasonable, or excessive and shall be germane to the position.
- D. A bargaining unit member may withdraw the application for transfer any time prior to the actual notice of transfer.

- E. The administration will advise candidates of the outcome within three (3) business days of the date of the selection of the successful candidate for a given position. If so requested, a post conference may be arranged by the applicant to discuss with the Superintendent or designee reasons for the applicant's rejection.
- F. A transfer shall be defined as a change in assignment by an employee from one classification to another or from one building to another in the same classification. A voluntary transfer shall be defined as an employee initiated reassignment. An involuntary transfer shall be defined as an Employer initiated reassignment of an employee.
- G. An involuntary transfer will be made only after a meeting between the affected bargaining unit member and the Superintendent or designee. The employee may be accompanied by a PASS representative to discuss the reasons for the involuntary transfer.
- H. In the event of a transfer from one classification to another, the bargaining unit member may be given up to thirty (30) workdays in which to show his/her ability to perform the new job. The bargaining unit member shall receive reasonable assistance to enable him/her to perform up to the standards of the new job. If, in the opinion of the Superintendent or the Superintendent's designee, the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment and, if there is any difference in the rate of pay, at the rate of pay appropriate for the previous assignment.
- I. Employees who transfer out of their former classification shall receive the rate of pay on the lowest step of the new salary schedule that results in a pay increase. The new rate shall be effective as of the first day the employee works in the new position. Employees who accept secondary positions outside their primary classification shall be placed at Step 1 when beginning in the secondary classification if they had no carry-over seniority in the new classification.

ARTICLE XXII – SENIORITY

A. <u>Seniority Defined</u>

1. <u>District-wide Seniority</u>

District-wide seniority shall be defined as an employee's length of continuous service with the Board as determined by the most recent date of hire as a regular employee. A "regular employee" shall be defined as a regularly scheduled full-time or short-hour employee. Transfers and/or promotion dates shall not be construed as the "most recent date of hire."

2. <u>Classification Seniority</u>

Classification seniority shall be defined as the employee's continuous length of service within a particular classification, measured from the date of entry into each classification. Classifications are set forth in Article XXIII(B). Classification seniority shall prevail in connection with any reduction in force as is set forth in Article XXIII, Reduction in Force. Classification seniority shall be frozen when an employee transfers from one classification to another or when an employee leaves the bargaining unit for another position within the District. Re-entry into a classification shall cause the reactivation of previously held seniority, provided the re-entry was from a bargaining unit position. After re-entering the classification, an employee will be entitled to receive the amount of his/her frozen seniority added on to the seniority computed as of the date of re-entry into the classification.

B. Accrual

- 1. Employees shall accrue seniority while on paid leave. Employees shall not accrue seniority while in an unpaid status. An employee must be in an active paid and/or paid leave status of at least 120 days in the fiscal year (July 1-June 30) to accrue a year of seniority.
- 2. Employees shall advance a step on the salary schedules set forth in Appendices A, B and C when the employee is in active paid and/or paid leave status at least 120 days in the fiscal year (July 1-June 30), regardless of classification assignment during those 120 days. For substitutes, substitute experience will count toward 120 days for step accrual if the substitute is hired into the same classification in which he or she has been substituting within the same fiscal year.

C. <u>Loss of Seniority</u>

Seniority shall be lost when an employee retires, resigns, or is discharged for cause. An employee who was a bargaining unit employee and currently holds an exempt position, or currently holds a supervisory position shall be permitted to return to the bargaining unit only if a position is vacant. Non-bargaining unit members shall not have seniority rights for a bargaining unit position regardless of any position previously held. Title funded aides whose employment has been disrupted as a result of a nonrenewal, but who are subsequently rehired, shall continue to maintain seniority in accordance with the years served in the district.

D. Seniority List

1. A seniority list shall be prepared annually by the Board for all employees within the bargaining unit. By October 15 of each year the Board shall prepare and email to the Association President a seniority list by classification in order of the date of hire of each employee in the bargaining unit. The seniority list may be part of the annual roster of names the Board provides the Association under Section IV(4).

- Said list shall be provided to the Association President on or before the date of posting.
- 2. The seniority list shall be updated in the event of a reduction in force to reflect any changes in assignments/classifications.
- 3. The seniority list shall indicate each employee who holds "frozen" seniority in prior classifications with an asterisk.
- 4. Each employee shall have a period of thirty (30) days after the list is emailed in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. The Board and its agents shall investigate all report inaccuracies and make such adjustments as may be in order and email the updated list immediately to the Association President.

E. Equal Seniority

- 1. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.
- 2. Ties in seniority will be broken by the following method to determine the most senior employee:
 - a. The employee with the first day worked; then
 - b. The employee with the earliest date of employment (date of board action to employ the employee); then
 - c. By lottery, with the most senior employee being the one whose name is drawn first etc. This procedure shall be implemented in the presence of a designated Union representative.

ARTICLE XXIII – REDUCTION IN FORCE

- A. If it becomes necessary to reduce the number of current bargaining unit members in a job classification due to the abolishment of positions, lack of work or building closures, lack of funds, or for any other good reason, the Board may make such reductions through the layoff procedure set forth herein.
- B. The following guidelines for layoff will apply:

1. Attrition

The number of persons affected by a layoff will be kept to a minimum by not employing replacements in the affected classifications, insofar as practicable, for bargaining unit members who retired, resigned, or otherwise vacated a position in that classification.

2. <u>Layoff</u>

In any layoff, the concept of seniority shall prevail. Reduction not achieved by attrition shall be accomplished first by laying off new bargaining unit members in in the job classification affected. Additional reductions shall begin with the bargaining unit member with the least classification seniority in the job classification affected.

3. In Lieu Of

On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee would receive under the contract.

4. Special Education Aides

In the event a special education aide is assigned to a position for which the need no longer exists midyear, the Board shall not lay off the aide midyear but shall instead reassign the aide to other work within that classification with the same number of hours. The specific location or duties for the reassignment are subject to the Board's discretion except that the duties must fall within the special education aide job description. The special education aide must apply for an open position for the following year. The same number of hours are not guaranteed. If the aide does not apply for an open aide position, the aide may be placed in a position at the Board's discretion.

Special education aides may be immediately reduced by the Board when a student or students with a disability to whom such aides are assigned cease to attend in the District, graduate, are deemed no longer in need of assistance per the IEP team, or are otherwise unavailable to access such services. The reduction in force provisions in the Agreement are modified with respect to the position of these special education aides to the extent that a special education aide so displaced may not automatically displace the least senior special education aide. In that case, the Administration may prevent such bumping if the best interests of the affected student(s) with a disability so dictate. Such a determination by the Administration will be for good and sufficient reasons and not be arbitrary or capricious and will only proceed after consultation with the Association President, who will be provided with appropriate data regarding the reasons underlying the determination. Special education aides who decline to bump into another special education aide position and/or who are otherwise displaced as the result of a reduction will be given all other rights accorded other employees in the reduction in force provisions of this Agreement. Any displacement due to a reduction in force will not take effect until the following school year to ensure no disruption to the student during the current school year.

5. <u>Bumping</u>

- a. A bargaining unit member laid off from his/her job classification may, if qualified and if holding greater District-wide seniority, bump the least senior bargaining unit member in any lower rated job classification within the bargaining unit member's classification series and, if none is available, bump the least senior bargaining unit member in any classification previously worked by the member, if still qualified. Any bargaining unit member exercising bumping rights shall be placed on the job classification salary schedule in accordance with the bargaining unit member's service in that classification. The bargaining unit member shall have four (4) working days to exercise such right after notification of layoff.
- b. The job classifications within each job category are listed below from the highest classification within a category to the lowest:
 - 1) Maintenance/Custodial
 - a) Maintenance
 - b) Head Custodian
 - c) Custodial (8, 6 and 3 hour)
 - 2) Computer
 - a) Network Specialist
 - b) Computer Specialist
 - 3) Aides
 - a) Special Education/Classroom Aides
 - b) Culinary Aides
 - c) Monitors
 - d) Crossing Guards

- 4) Food Service
 - a) Food Service Manager
 - b) Head Cook
 - c) Food Service
- 5) Clerical/Secretary
 - a) H.S. Clerk/Pfeiffer Clerk/PHS Head Secretary/AD Secretary
 - b) Transportation/Registrar
 - c) Curriculum/General Secretary/Edison Clerk
 - d) Attendance Secretary
- 6) Mechanic
 - a) Head Mechanic
 - b) Mechanic
- 7) Nurse Assistants LPN
- 8) Strength/Conditioning Supervisor
- 9) Library Clerk
- C. Thirty days prior to Board action, the Association President and employees who might be affected by the Reduction in Force will be given written notice of the Board's intent and bumping rights. Upon exhaustion of the exercise of bumping rights, a final list of those persons/positions to be laid off will be shared with the Association President.
- D. No person shall be hired to do the work of a person laid off, except after implementation of Paragraph E below.
- E. Bargaining unit members shall retain recall rights for twenty-four (24) months from the date of layoff. Bargaining unit members shall be recalled from layoff in reverse order of the layoff. Notices of recall shall be sent by certified or registered mail to the bargaining unit member's last known address as shown on Board records or delivered in person. The District, to the extent possible, will notify members of recall prior to August 10 of each contract year. The recall notice shall state the time, date and place at which the bargaining unit member is to report back to work. A recalled bargaining unit member shall be given at least five (5) calendar days' notice excluding Saturdays, Sundays, and holidays to report

to work. Failure to report within the required time shall terminate any recall rights. No bargaining unit member shall lose his/her place on the recall list by declining a position with a lesser percentage of full-time employment than the position the bargaining unit member last held while employed in the District.

ARTICLE XXIV – VACATION PAY

A. <u>Eligibility</u>

- 1. "Vacation Eligible" employees are twelve (12) month employees (regularly scheduled to work at least 260 days inclusive of holidays, and the high school head secretary regularly scheduled to work 250 days inclusive of holidays) will accrue vacation on a monthly basis as follows:
 - Two (2) weeks zero (0) to nine (9) years' service;
 - Three (3) weeks after completion of nine (9) years' service;
 - Four (4) weeks after the completion of eighteen (18) years' service.

An employee must work, be on paid leave or a combination of both, a minimum of 120 days to earn a year of service.

- 2. When a current employee is awarded vacation eligible position, the anniversary date for vacation is the date the employee started the position (i.e., an employee with 11 years of service will be eligible for two (2) weeks of vacation when hired into the vacation eligible position). The employee will accrue vacation upon starting the vacation eligible position,
- 3. No vacation time will be advanced prior to the anniversary date on which it is earned.

B. Retirement/Leaving Employment/Death

- 1. Those employees retiring or terminating their employment with the Board shall be paid for their earned but unused vacation time.
- 2. An employee who dies while in the employment of the Board shall have his/her vacation benefits paid according to Section 2113.04 of the Ohio Revised Code.

C. Scheduling

1. Each employee is entitled to choose his own time according to seniority within his department. Employees shall schedule vacation at least seven (7) calendar days in advance of vacation, except when utilizing vacation days in lieu of sick days or in

extraordinary circumstances. The immediate supervisor or Superintendent may permit the scheduling of vacation with less than seven (7) days' notice. This vacation period shall be scheduled so that it does not create a hardship in that department. Vacations cannot be scheduled for more than two (2) weeks in a 30-day period except with the permission of the Superintendent. The right to make emergency changes in vacation schedules is retained by the Administration. However, in the event that the administration is required to change and employee's vacation days with less than five (5) workdays notice, the Board will assume and pay any reasonable penalty charges which result from the change in schedule that necessitated the cancellation of the vacation, upon submission of proof of any such penalty charges paid by the employee.

- 2. Vacations can be taken any time during the year. Employees may carry over up to one year of vacation from one fiscal year to the next (July 1 June 30). Any vacation days in addition to the days permitted to be carried over shall be lost.
- 3. If schools are closed for a calamity day, no vacation will be charged for that day.

D. Sick Leave

Any employee who becomes hospitalized or has a death in the immediate family, while on vacation, may convert vacation time to sick leave and be eligible to take the rest of his/her vacation at a later time.

E. Adjustment of Vacation Time within the School System

- 1. There is no change in accumulated days when a full-time employee goes from one full-time position to another.
- 2. When a full-time employee goes to a half-time position, his/her total accumulation doubles. However, the total accumulation cannot be greater than the maximum provided in this agreement.
- 3. When a half-time employee goes to a full-time position, his/her total accumulation is divided in half. The employee still has the same total number of hours accumulated, but the total number of days is cut in half.
- 4. Other part-time employees' vacation time shall be adjusted accordingly.

<u>ARTICLE XXV – HOLIDAYS</u>

A. Paid Holidays

All classified employees period shall receive the following paid holidays:

Labor Day Thanksgiving Day Day following Thanksgiving Day

Christmas Day New Year's Day Martin Luther King Day

Memorial Day Good Friday

In addition to those days above, any employee who is regularly contracted to work the week of June 19 shall receive Juneteenth as a paid holiday, and any employee who is regularly contracted to work the first week of July shall receive the Independence Day as a paid holiday.

B. Weekend Holidays

Should any of the designated holidays fall on a Saturday, it shall be celebrated on the preceding Friday. Should any of the designated holidays fall on a Sunday, it shall be celebrated on the following Monday.

C. Additional Holidays

The Board may declare any other day, except days approved for teachers' attendance at an educational meeting, as a holiday and shall pay to all regular classified employees, whether salaried or compensated on an hourly per diem basis, their regular salary or their regular rate of pay. This includes when a compensated non-student day appears in the Perry Classroom Teachers' Association calendar.

ARTICLE XXVI – LEAVES

A. Sick Leave

- 1. <u>A Day of Sick Leave</u> A day of sick leave is defined as the actual number of hours an individual works daily, whether he/she is a full-time or part-time employee.
- 2. <u>Immediate Household</u> Immediate household is construed to mean those relatives living under the same roof at the same time of illness.
- 3. <u>Immediate Family</u> Immediate family is construed to mean those relatives not living under the same roof at the time of illness or death. They include: spouse, mother/mother-in-law, father/father-in-law, son/son-in-law, daughter/daughter-in-law, brother/brother-in-law, sister/sister-in-law, stepchildren, grandparents, grandchildren, and stepparents.

4. Accrual of Sick Leave

a. Individuals shall be granted sick leave on the following basis: 1.25 days for each completed month of service, or 15 days for each completed year of service.

b. The maximum number of sick leave days accumulated shall be 340 days. Because no salary or wages are held in escrow, hourly or daily employees will be given sick leave only for those actually earned at the rate of 1.25 days per month. Newly hired members or members who have exhausted sick leave may be credited with up to five (5) days of sick leave per year if there is a reasonable expectation that the member will return after the leave and will accrue sufficient leave to cover for the advanced leave. If any advanced sick leave days are used, they shall be deducted from the sick leave accumulated during that contractual year, or if necessary, the following contractual year. If the member ends employment with a leave deficit, the member shall have the per diem amount deducted for the unearned used sick leave from the last paychecks issued by the Board.

5. <u>Use of Sick Leave</u>

- a. Employees may use sick leave for the following reasons limited to the total accumulation of sick leave:
 - 1) personal illness, injury, pregnancy, exposure to contagious disease
 - 2) illness, injury, death in the immediate family or household
- b. If medical attention is required, the name, address, and dates the employee consulted with the doctor shall be indicated on the sick leave form (http://codes.ohio.gov/orc/3319.141). Any use of sick leave in excess of five (5) consecutive days must be supported by a statement from the employee's medical provider. (The FMLA forms may be used for this purpose).

c. Extension:

Upon approval of the Superintendent, extension of sick leave limitations may be granted if the Superintendent believes the circumstances, as explained by the employee in writing, justify the extension.

d. Employees may use sick leave in quarter-day increments.

6. Transfer of Sick Leave

According to the provisions of state law, accumulated sick leave from other positions will be accepted by the Perry Local Board of Education. Accumulated sick leave shall also be transferred to other positions inside or outside the school system.

7. Adjustment of Sick Leave within the School System:

a. There is no change in accumulated days when a full-time employee goes from one full-time position to another.

- b. When a full-time employee goes to a half-time position, his/her total accumulation doubles. However, the total accumulation cannot be greater than the maximum provided for in this agreement.
- c. When a half-time employee goes to a full-time position, his/her total accumulation is divided in half. The employee still has the same total number of hours accumulated, but the total number of days are merely cut in half.
- d. Other part-time employees' sick leave shall be adjusted accordingly.
- 8. Holidays occurring during the period of absence shall not be deducted from the absent employee's accumulated sick leave.

B. Absence Due to Legal Commitments:

- 1. <u>Jury Duty</u> The Board shall pay a bargaining unit member his/her regular rate of pay. The employee shall reimburse the board the amount of jury remuneration minus parking expenses. The Superintendent and the appropriate supervisor shall be notified promptly when a summons is received and upon completion of the jury duty, the employee will provide documentation of actual days served.
- 2. <u>Litigation Leave unrelated to School or Personal Litigation</u> Any employee who is subpoenaed to testify in a court hearing will receive the difference from his/her rate of pay and that received for being a witness, if any pay is received. This is not to exceed two (2) days.
- 3. Other Litigation Related Leave If an employee is required to testify in a lawsuit related to the employee's employment with the District, the employee will be paid for the time required to testify. If an employee is a plaintiff or defendant in a non-school suit, the employee may use accrued personal leave or if eligible, vacation days, but otherwise will be docked for days missed.

C. Personal Leave

- 1. Three (3) unrestricted days of non-accumulative personal leave with pay per school year shall be available that can only be used in the contract year in which it is earned. Employees hired after the start of the contract year will earn personal leave on a prorated basis (i.e., if hired half way into the year will earn 1.5 days). Unused personal days shall convert to sick leave at the end of each school year. Sick leave accumulation shall not exceed the maximum number of days as defined in Article XXXIV Severance Pay.
- 2. Requests for personal leave shall be made to the Superintendent or designee at least three (3) days in advance of the anticipated absence on the form prescribed by the

Board. Provided, however, that in cases of emergency, requests to the Superintendent or designee shall be made as far in advance of the absence as is practicable. If circumstances make advance requests impossible, the employee shall notify the Superintendent or designee of the reasons for leave under this policy as soon as is practicable, and approval by the Superintendent or designee will, when appropriate, be granted after the fact.

3. Restrictions for the use of personal days:

- a. Personal leave shall not be granted the first or last five (5) days of the school year or the day before or the day after regularly scheduled vacation, school break and/or holiday unless such a request is approved by the Superintendent or designee prior to the usage. Employees may use up to one (1) unrestricted personal day during the first five (5) student days of the school year for the following reasons:
 - 1) Taking a child to college;
 - 2) Death of close personal friend or relative not covered under sick leave.
- b. Personal leave may not be used in a manner prohibited by law.
- c. Only 10% of the employees within a given classification may have personal leave granted on any given day.
- d. If the Superintendent closes the schools due to a calamity, or closes a building due to an emergency, no personal leave shall be charged.

D. Parental Leave

An individual shall be entitled to an unpaid leave of absence for the birth, adoption or foster care under this section and subject to the following conditions:

- 1. If delivery of the child occurs on the first mandatory work day of the school year through the last day of the first semester, parental leave shall be for the balance of the school year in which the delivery occurs.
- 2. If delivery of the child occurs subsequent to the first semester through the day prior to the first mandatory workday of the subsequent school year, parental leave shall be for the balance of the school year in which the delivery occurs and, if requested no later than May 20, shall be extended for one additional school year. In cases where the leave is granted for the next full year, the Superintendent shall be notified on or before April 10 of the bargaining unit members' intention to return or not return for the following year. Otherwise, the position will be filled.

- 3. For adoptions or foster care the date the child is received shall be considered being equivalent to the date of delivery.
- 4. Within three (3) weeks after delivery, the bargaining unit member must notify the Superintendent in writing of the anticipated date of return to work.
- 5. If the lapsed time between delivery and actual date of return to work is more than six (6) weeks, the bargaining unit member must submit a physician's statement attesting to the continuing disability. Upon return to work, a statement from the physician attesting to the employee's ability to resume the full performance of the duties and responsibilities must be submitted to the Superintendent in writing.
- 6. Upon return from approved parental leave, the bargaining unit member shall be entitled to reinstatement to the same position with the same contractual status which the bargaining unit member held prior to the leave or to an equivalent position for which the member is qualified.
- 7. Where the group insurance policy permits, a bargaining unit member on parental leave may continue to participate in those benefits which are provided to other members by payment of the group rate for such benefits.

E. Assault Leave

If any member of the staff is assaulted while performing his/her assignment or duties, the Board shall grant leave of absence for the period so designated by the employee's physician, not to exceed beyond the school year. This period may be extended at the discretion of the Superintendent. The leave shall be granted with full pay and benefits accruing and usable, less any benefits paid to the bargaining unit member for Worker's Compensation. The Board reserves the right to demand the second opinion from a physician if it deems necessary. Assault leave shall not be charged against sick and/or personal leave.

F. Family Medical Leave Act

- 1. If an employee takes a leave granted under this Article for a reason covered by the Family and Medical Leave Act, the leave shall be administered under the provisions of the FMLA.
- 2. Upon approval of the Superintendent and Association President, this Section may be modified as necessary to comply with federal law and rules and regulations.
- 3. The Board shall provide a copy of the policy on FMLA in the library of each building.

G. Trauma Leave

- 1. An employee who suffers medically diagnosable psychological or emotional trauma resulting in the course of the employee's employment that precludes the employee from working may be granted trauma leave.
- 2. An employee who is unable to work because of a psychological/emotional disability resulting from trauma received in the course of employment, or in the discharge of other official assigned duties for the District, shall be maintained in full pay status, on trauma leave, for the period of time set forth in paragraph 3 herein. Trauma leave granted under these conditions shall not be charged against sick leave, earned or unearned. A certificate from a licensed counselor or physician stating the nature of the disability and its anticipated duration should accompany a trauma leave form furnished by the District, unless the leave extends beyond two (2) weeks, in which case the certificate must be from a licensed physician. Any trauma leave extending to five (5) days or longer shall be subject to review by a District-appointed physician, including a physical or psychiatric examination at the physician's direction to justify the use of trauma leave. Falsification of either a signed statement or a counselor or physician's certificate will be grounds for suspension or termination of employment.
- 3. An employee shall be granted a trauma leave of up to two (2) weeks in a school year, which may be taken consecutively or intermittently.

H. <u>Discretionary Leave</u>

Up to five (5) days of other paid or unpaid leave of absence not specified in Article XXVI may be granted by the Superintendent at his/her discretion.

The Superintendent, at his/her sole discretion, may extend the provisions of any of the leaves contained in Article XXVI.

ARTICLE XXVII – INSURANCES

Employees may not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet COG adopted coverage information

A. Medical

1. The Board will pay eighty percent (80%) of the premium and the employee will pay twenty percent (20%) for employees contracted for at least thirty (30) hours per week and at least (120) days per fiscal year. Qualification for a particular school year is based on the regularly scheduled hours to be worked for that school year.

- 2. Part-time employees regularly scheduled to work at least twenty (20) hours per week for a minimum of 120 days are grandfathered under the COG Plan and shall be eligible for medical insurance benefits at fifty percent (50%) of the premium cost.
- 3. Employees who receive medical insurance benefits during the school year (excluding retirees that are not rehired) will receive benefits over the following summer.

4. <u>Stark County Schools Council of Governments</u>

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council of Governments (COG). The Board shall provide health, dental and life insurance through the COG. The coverage shall be the standardized COG specifications.

5. <u>Preferred Provider - Doctors/Hospitals</u>

- a. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.
- b. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County/Canton OEA office representative.

6. <u>Preferred Provider - Prescription Drugs</u>

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

- a. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
- b. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
- c. The deductible will be waived.
- d. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.

- e. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
- f. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

B. Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$65,000 for each classified member. Employees must be regularly scheduled to work at least thirty (30) hours per week and at least (120) days per fiscal year. Employees regularly scheduled to work less than thirty (30) hours per week for a minimum of 120 days shall receive term life and accidental death and dismemberment coverage in the amount of \$35,000 for each member.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

C. <u>Dental Insurance</u>

The Board shall provide dental coverage and pay eighty percent (80%) of the premium for employees who are regularly scheduled to work at least thirty (30) hours per week. Part-time employees regularly scheduled to work at least twenty (20) hours per week for a minimum of 120 days are grandfathered under the COG Plan and shall be eligible for dental coverage at fifty percent (50%) of the premium.

D. <u>Section 125-Tax Shelter</u>

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125. The IRS Section 125 Tax Shelter allows for health insurance premiums to be deducted on a pre-tax basis. IRS Section 125 also governs Flexible Spending Accounts (FSAs). All COG employers must offer a Health Care Reimbursement Account and a Dependent Care FSA which will allow pre-tax payroll deductions for certain medical and dependent care expenses. There is no separate administrative fee for these services.

E. <u>Premium Holidays</u>

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s)

F. Spousal Coverage

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who was employed with one COG employer prior to June 30, 2015, and thereafter to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

G. <u>Insurance Coverage During Leave of Absence</u>

A bargaining unit member who is granted an unpaid leave of absence by the Board of Education may continue insurance coverage for the duration of such unpaid leave of absence to a maximum of two (2) years provided the employee elects continued coverage under COBRA. However, the bargaining unit member must pay 102% of the premium(s) during the leave of absence.

ARTICLE XXVIII – PAYROLL DEDUCTIONS

- A. The Board shall provide payroll deductions for Association dues, OEA Fund for Children and public education, additional life insurance, United Way, annuities, and any other items agreed upon.
- B. Paychecks will be automatically deposited in the bank of the employee's choice. The program will be at no cost to the employees. Deposits must be made on or before the day of the scheduled payment.
- C. Employees assigned a district e-mail account shall receive paycheck information electronically.
- D. The Board agrees to payroll deduction for payment of membership dues in professional associations. Employee authorization shall be required in writing. The Treasurer to the Board and the Treasurer of the Association shall cooperate in setting up the proper bookkeeping arrangement by which the various organizations shall receive monies due them as quickly as possible. Dues shall be deducted starting with the first pay in October. Dues shall not be discontinued without notice to the Association. Unless revoked or changed in keep with procedures herein, an authorization will continue from year to year if continuing membership is authorized by the marking of the individuals PASS/OEA/NEA membership form. In the event a refund is due a member, it shall be the responsibility of the Association to make such a refund. In the event an employee severs employment the Board shall deduct all owed and remaining dues from that employee's last check.

E. Upon receipt of authorization from the bargaining unit member, the Board will at no charge, commence payroll deductions of Fund for Children and Public Education (FCPE) contributions.

ARTICLE XXIX – SALARY SCHEDULE

A. Pay will be issued in 24 payments on the 5th and 20th of each month. If the payday falls on a Saturday, then the payment will be made on the Friday before. If the payday falls on a Sunday, then the payment will be made on the Monday after. If the payday falls on a bank holiday, then the payment will be made on the weekday before, except for when a bank holiday falls on a Monday, in which the payment will be made on the first weekday after the bank holiday.

B. <u>Base Salary</u>

Effective July 1, 2022, the base salary will increase by two percent (2%) as reflected in the attached salary schedules (Appendix A).

In the 2023-2024 school year there shall be a zero percent (0%) increase on the base salary (Appendix B).

Not later than March 1, 2024, the parties shall begin negotiations in accordance with Article III regarding salaries for the 2024-2025 school year only.

C. Responsibility Stipends

The Board shall add the following amounts to the indicated positions' base salaries to be paid out over the District's regular 24 pays to recognize the responsibilities the indicated positions entail:

Athletic Secretary	\$1,000
--------------------	---------

High School Clerk \$1,000

TC Knapp Secretary \$500

Elementary Day Custodian \$1,250

Elementary Food Service Manager \$1,000

D. <u>Mechanic Stipends</u>

The Head Mechanic shall receive an additional stipend payment of \$500 per year and other Mechanics shall receive an additional stipend of \$250 per year if they perform maintenance work on another entity's buses. Said payments shall be made in the employee's last

paycheck in May of each school year. If the mechanics do not perform maintenance work on another entity's buses, the Board shall not pay the stipends described in this Section.

ARTICLE XXX – SCHEDULE/WORK HOURS/SENIORITY

A. <u>Regular Work Week</u>

The work week shall consist of a maximum of five (5) consecutive workdays beginning with Monday and ending with Friday. In the event there is a need for a Tuesday through Saturday workweek schedule to accommodate new programs, the new positions will be posted to reflect that workweek schedule. Employees will not be involuntary transferred to a Tuesday through Saturday work schedule. There shall be a thirty (30) minute unpaid duty free, uninterrupted lunch for employees regularly scheduled to work more than 6.5 per day. Any employee that misses a lunch due to a field trip shall have all their hours paid that day, including a paid lunch if eligible for a lunch break.

Each employee shall have a work schedule with the same number of hours each week (except for field trips and for noontime duties).

B. Summer Work

- 1. Bargaining unit members should notify the Director of Business of their interest in summer work on or before April 15th. In the event the Board determines that it is necessary to perform summer work, nine (9) month or ten (10) month employees currently employed with the district, and qualified (as stated in the job description) to perform the work, shall be offered the employment on a seniority basis before going outside the system. Notwithstanding the foregoing, the District may continue employ students for summer work even if all interested employees have not been offered an opportunity. Assignments will be finalized prior to the Board's regular May board meeting.
- 2. Members hired for summer painting work will be paid \$14.50 per hour. Summer food service employees working in the grant-funded food service program will be paid their regular hourly rate on the salary schedule. All other members hired for general summer work will be paid \$12.75 per hour. Members hired during the summer to perform work in their current classification/current role shall be paid at the individual's per diem rate of pay.
- 3. Bargaining unit members who perform summer work are not entitled to use sick leave, vacation leave, personal leave or compensatory time during the time they are performing summer work.
- 4. Professional leave shall not be available to summer workers unless, (a) the employee is required to attend negotiations that are scheduled by the mutual agreement of the Board and PASS. Summer workers will be allowed to utilize

Association Leave assuming the provisions of the agreement are otherwise met. Summer workers that utilize Professional Leave and/or Association Leave shall be compensated at their summer work hourly rate.

C. <u>Temporary Work</u>

- 1. The Board reserves the right to hire temporary help for periods of time not to exceed thirty (30) work days, per position or project per year. This does not include substitute coverage for employees who are absent or on a leave of absence.
- 2. Temporary work shall be paid at the current substitute rate.

D. Overtime/Compensatory Time

1. Overtime Defined

Overtime is defined as work actually performed in excess of forty (40) hours per week. Time worked shall include holidays and calamity days. Time worked shall exclude sick time, comp time, paid leave and vacation time. Compensation for overtime work shall be paid on the basis of one-and-one-half (1-1/2) times the employee's regular rate of pay. All hours worked on a Sunday shall be paid at 1.5 times the employee's regular rate of pay. Prior authorization from the employee's immediate supervisor or the Director of Business Operations must be obtained before compensation for overtime will be approved. No employee may be regularly contracted to work more than forty (40) hours per week.

- 2. Effective October 1, 2016, employees will not be given the option of compensatory time in lieu of overtime.
- 3. Employees shall have the right to turn down overtime without reprisal.

4. <u>District/Building Seniority</u>

Overtime shall be offered as follows:

- a. First to available bargaining unit members in the classification who have signed up for overtime building wide based upon rotating seniority, then;
- b. To available bargaining unit members in the classification who have signed up for overtime, but are assigned outside the building, based upon rotating seniority then;
- c. To substitutes.
- d. For purposes of overtime, snow removal will first go to maintenance employees before being offered to qualified custodial staff.

- e. If a bargaining unit member declines an overtime opportunity, he/she will go to the bottom of the rotation.
- f. All telephone calls to bargaining unit members for the purpose of overtime will be made by a supervisory employee of the Board or its designee.

5. Specialization

When the need for overtime work is required in an area of specialization (i.e., electrical, plumbing, carpentry), the departmental supervisor shall determine the qualified classified employee to be offered the overtime work on a seniority rotation basis whenever possible.

6. Emergency Call-In

Employees not regularly scheduled to work on Saturday and/or Sunday who are called in to work shall be guaranteed a minimum of two (2) hours pay and shall be compensated at the rate of 1.5 times their regular rate.

7. Outside Groups

When a Board-owned facility is being used by an outside group, and the Board, at its sole discretion, determines custodial support is necessary, a custodian shall be given the first opportunity to work and shall be paid according to this Section. An "outside group" shall be defined as either a group not affiliated with the Board or any group required by the Board to pay for use. Booster groups and parent association (PTA, PTO, etc.) are considered outside groups. The Board will utilize an authorization form which will identify the outside group.

8. <u>Holiday Work</u>

Work performed by employees on holidays, shall be paid at time-and-one-half (1-1/2) for all hours worked on the holiday.

9. Substitutes

Vacancies due to illness, injury, or authorized leave are not considered overtime and substitutes, including bargaining unit members, will be employed. If the Board is unable to temporarily fill the vacancy with a substitute, the Board may offer regular employees overtime to perform the work.

10. Authorization

Overtime will be granted to employees in order to complete additional clean-up arising from special events which occur during the regular work hours (i.e., dances,

games, etc.). Prior authorization must be obtained from the appropriate supervisor and/or Director of Business Operations for such overtime.

11. Flex Time

With prior approval of the immediate supervisor, an employee may flex his or her hours on a given day or in a given week to accommodate the needs of the building and needs of the employee (i.e., forego lunch to leave early for doctor's appointment, leave early due to working through lunch, arrive/leave early/late to accommodate a building activity, etc.).

E. Higher Classification

If a bargaining unit member is assigned the duties of a higher rated classification, such bargaining unit member shall be paid the rate of the higher classification for time during which they are actually performing the duties of the higher classification.

F. Call Out Time

Any employee who is called upon to spend more than fifteen (15) minutes in a conference, outside their workday, upon request of their supervisor or principal shall be paid in one-half hour increments to their regular hourly rate.

In-service meetings shall be held on regular scheduled work days before, during or after regular hours. Eight (8) hour a day employees will have their work schedule adjusted to permit attendance at these meetings. Part-time employees attending the full meeting shall be paid for such a meeting if it falls outside the hours of their normal work day. Meetings, when possible, will be scheduled at least five (5) work days in advance.

G. Breaks

All regular employees who are regularly scheduled to work eight (8) hours per day are entitled to not less than one paid fifteen (15) minute break. All regular employees who are regularly scheduled to work at least six and a half (6.5) hours per day but less than eight (8) hours per day are entitled to one paid fifteen (15) minute break during their work day. Break time schedules shall be a mutual decision between the supervisor and the employee. Members may make arrangements with the building principal or immediate supervisor to exchange the duty free break for an earlier end of the workday where that arrangement meets the needs of the students and building.

H. Mileage

Approved mileage for persons required to travel in order to carry out their assignments shall be reimbursed at 80% of the IRS rate in effect for the current year. Travel reports must be filed monthly in the office of the building principal. Reports must be approved by the principal and the Superintendent or the Superintendent's designee.

I. <u>Employees with More Than One Position</u>

Employees holding two (2) positions either in the same or different classification will be paid the salary according to the classification. No employee may be regularly contracted to work more than eight (8) hours in one day, even if the employee holds multiple contracts with the District.

J. Supplemental Contracts

Licensed Pesticide Applicator \$800 per year

K. Damage to Employee's Personal Property

- 1. The Employer shall repair or replace damaged or destroyed personal property of an employee which is caused by a student when the damage or destruction occurs during the employee's scope of employment and when the act of the student is intentional and/or caused by the student's disability. Such repair or replacement shall be limited to a maximum reimbursement of five hundred dollars (\$500.00) per year per employee and shall exclude any portion paid by insurance. Personal property which is damaged may be repaired rather than replaced if it is cost effective to do so. If the property is replaced, the damaged property is to be given to the Employer. This section shall not apply to accidently damaged property. Repair or replacement will be limited to the following personal property items: eyeglasses, torn clothing, hearing aids, watches, personal cell phones, or vehicle damage.
- 2. In order to receive any reimbursement for damaged or destroyed personal property, the employee must submit a receipt proving cost of the repair or comparable replacement. The Employer shall then reimburse the employee within a reasonable period of time not to exceed one month from submittal of receipt.
- 3. The employee shall give written notification to the employee's immediate supervisor as soon as reasonably possible after the incident occurs but no later than the end of the following workday. Any property that is damaged must be included in the accident report filed with the district.

L. Training/Professional Development

Employees may submit requests to attend training/professional development. If approved by administration, the employee will receive release time during contracted hours to attend the approved training.

ARTICLE XXXI – LONGEVITY

- A. A year of service for longevity shall follow SERS guidelines for service credit. If an employee works as a substitute in the same classification for 120 days or more in a fiscal year, that year shall be counted toward the employee's longevity with the District.
- B. Longevity will be paid in accordance with the attached salary schedules see Appendices A, B, and C. Longevity pay amounts shall increase each year by the same percentage as employee salaries increase.
- C. An employee who is employed in more than one bargaining unit, or in the Association and in a non-union position, shall receive the highest longevity pay for which they are eligible between their multiple positions.

ARTICLE XXXII – ANNUITY PROGRAM

- A. The Board will match a minimum \$600 contribution by the member on a dollar-for-dollar basis up to \$1200 for all full-time members (persons regularly scheduled to work at least 30 hours per week).
- B. The deadline to sign up for the annuity program for a school year in order to receive Board matching amount:
 - 1. An individual already employed: June 15.
 - 2. A new employee: within 30 days of date of hire
- C. Requests for changes in the amount of contribution or the company contributed to must be done by:
 - 1. June 15 for a change to commence in July contributions
 - 2. December 15 for a change to commence in January contributions
 - 3. March 15 for a change to commence in April contributions
- D. The Board may limit the number of financial companies participating in the program to the extent permitted by law.
- E. The Board's contribution shall be included as earnings for retirement purposes for all bargaining unit members.

ARTICLE XXXIII – SERS PICKUP WITH REDUCTION

A. <u>SERS Pick-Up with Reduction</u>

The Board herewith agrees with the Association to pick up (assume and pay) contributions to the School Employees Retirement System on behalf of the individuals in the bargaining unit with the following terms and conditions:

- B. The amount to be picked up and paid on behalf of each employee shall be the employee's contribution. The employee's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.
- C. The pickup percentage shall apply uniformly to all members of the bargaining unit.
- D. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pickup.
- E. The pickup shall apply to all compensation including supplemental earnings.

ARTICLE XXXIV – SEVERANCE PAY

- A. Severance pay shall be awarded to employees when they go on Regular Service Retirement, according to provisions of ORC 124.39 (http://codes.ohio.gov/orc/124.39). For employees on disability retirement leave, severance will not be paid until/unless the employee's right to return to work has expired or the employee resigns.
- B. To be eligible for severance pay, the employee must have a minimum of 10 years' experience or years of service. The service must be with the State of Ohio or any of its political subdivisions.
- C. Severance pay benefits for a member eligible for benefits under this Section who dies while on active status, or on approved leave of absence, shall be paid to the member's life insurance beneficiary.
- D. The maximum number of days allowable by the Perry Board of Education shall be 30% of the unused accumulated sick leave, which may not exceed 85 days.
- E. Severance pay is to be computed in the following manner: Days allowable times the employee's daily rate of pay at the time of retirement equals severance pay. The employee's daily rate of pay will be averaged if the daily rate varies throughout the workweek. The daily rate is the sum of the salary schedule wage and the longevity pay.
- F. Severance pay will be reported as taxable income of the retiree in accordance with the federal income tax law and tax deductions will be taken from severance pay as required by law.

- G. To authorize the payment of severance, the retiree must present a copy of his/her first retirement check to the Treasurer's office.
- H. Provisions in this policy not permitted by law shall be considered null and void.
- I. Retired employees shall be given the opportunity to elect to defer severance pay in accordance with Section 403(b) or Section 457(b) of the Internal Revenue Code and the terms of the District's Section 403(b) and Section 457(b) plans. It is the sole responsibility of the employee to ensure that any of the deferral limits on income as stated in the IRS code have not been exceeded.

ARTICLE XXXV – EFFECTS OF THE AGREEMENT

- A. All items shall be in effect from July 1, 2022, and remain in effect until June 30, 2025.
- B. Negotiations shall be pursued as per the Negotiation and Recognition Procedure herein.
- C. If any provision of this document or any application of the document shall be found contrary to law in a manner not permitted by ORC 4117 (http://codes.ohio.gov/orc/4117), then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force. The parties shall meet within 10 days of a request by either party to determine the extent, if any, to which changes must be made. The Board cannot reduce, negotiate, or delegate its legal responsibilities.
- D. These agreements shall be the basis from which future negotiations shall proceed, and if any item is not changed through future negotiations, it shall be carried forward, in writing, to each future Agreement.
- E. If during the term of this Agreement the Board is required by law to negotiate mid-term on terms and conditions of employment, then the parties will meet to negotiate within 30 days.

The parties have authorized their representatives to sign below.

For the Association	For the Board of Education
Melocy Woodson PASS President	Board of Education President
PASS President	Board of Education Flesident
Negotiator A	Negotiator Negotiator
1 Ogotlanor	Trogodiano.
Hatricia / Jarob Sin	Barthlan
Negotiator	Negotiator
nd	Lawell Wood
Negotiator	Negotiator
R& Ballin	Regotiator R. Sprvack
Magatiator	Negotiator

APPENDIX A-1

PERRY LOCAL SCHOOL DISTRICT P.A.S.S. Employees (hired before July 1, 1989)*

FISCAL YEAR 2022-2023

		STEPS						
Job Classification/Title	1	2	3	4	5-6	7-8	1	16
FOOD SERVICE	\$13.23	\$13.67	\$14.04	\$14.57	\$15.08	\$15.27	\$16.73	\$17.40
FOOD SERVICE MANAGERS Elementary/HS Assist Middle/Intermediate High School	\$15.60 \$18.15 \$18.15	\$15.95 \$18.58 \$18.58	\$16.44 \$18.98 \$18.98	\$16.94 \$19.41 \$19.41	\$17.46 \$19.82 \$19.82	\$18.16 \$20.26 \$20.26	\$18.86 \$21.03 \$21.65	\$19.59 \$21.82 \$22.45
HEAD CUSTODIANS Intermediate School Middle/High School	\$25.96 \$26.56	\$25.96 \$26.56	\$25.96 \$26.56	\$25.96 \$26.56	\$25.96 \$26.56	\$25.96 \$26.56	\$26.88 \$27.49	\$27.81 \$28.44

Longevity				
Years*	Amount			
15 Years	\$540			
20 Years	\$1,154			
25 Years	\$1,847			
30 Years	\$2,618			
*Years - Completed at Perry LSD				

^{*} For purposes of salary schedule placement, "hired before" is based upon initial date of hire into a PASS position, regardless of any subsequent changes in PASS positions. (E.g., an Aide hired before 1989 who is later assigned a secretary position in 1998 will be paid based on this schedule).

PERRY LOCAL SCHOOL DISTRICT P.A.S.S Employees (hired after July 1, 1989 and before July 1, 1997)*

FISCAL YEAR 2022-2023

			STEP	PS .				
Job Classification/Title	1	2	3	4	5-6	7-8	11	16
SECRETARY/CLERICAL	\$15.94	\$16.31	\$17.12	\$18.36	\$19.50	\$20.49	\$21.88	\$22.69
COMPUTER SPECIALIST	\$18.29	\$18.67	\$19.48	\$20.72	\$21.86	\$22.52	\$23.35	\$24.19
MONITOR/CROSSING GUARD	\$13.25	\$13.75	\$14.26	\$14.78	\$15.33	\$15.90	\$16.49	\$17.16
LIBRARY CLERK	\$14.68	\$15.19	\$15.69	\$16.20	\$16.71	\$17.23	\$17.92	\$18.62
TEACHER AIDES	\$14.11	\$14.68	\$15.30	\$15.96	\$16.59	\$17.23	\$17.92	\$18.63
SPECIAL ED AIDES	\$15.35	\$15.98	\$16.62	\$17.33	\$18.01	\$18.71	\$19.46	\$20.22
FOOD SERVICE	\$13.00	\$13.42	\$13.76	\$14.27	\$14.77	\$14.97	\$16.39	\$17.04
FOOD SERVICE HEAD COOK	\$13.50	\$13.93	\$14.29	\$14.82	\$15.34	\$15.54	\$17.02	\$17.70
FOOD SERVICE MANAGERS Elementary/HS Assist Middle/Intermediate	\$15.30 \$17.82	\$15.64 \$18.24	\$16.14 \$18.62	\$16.62 \$19.04	\$17.14 \$19.44	\$17.82 \$19.89	\$18.52 \$20.64	\$19.25 \$21.42
High School	\$17.82	\$18.24	\$18.62	\$19.04	\$19.44	\$19.89	\$21.28	\$22.06
Custodian Custodian	\$20.41	\$20.87	\$21.30	\$21.80	\$22.25	\$22.71	\$23.53	\$24.38
HEAD CUSTODIANS Intermediate School Middle School/High School	\$25.48 \$26.06	\$25.48 \$26.06	\$25.48 \$26.06	\$25.48 \$26.06	\$25.48 \$26.06	\$25.48 \$26.06	\$26.38 \$26.99	\$27.29 \$27.91
DISTRICT MAINTENANCE/MECHANIC	\$22.29	\$23.05	\$23.85	\$24.59	\$25.38	\$26.15	\$27.08	\$28.00
HEAD MECHANIC	\$23.95	\$24.79	\$25.62	\$26.48	\$27.31	\$28.12	\$29.08	\$30.07
NURSE ASSISTANT - LPN	\$18.14	\$18.84	\$19.60	\$20.37	\$21.14	\$21.91	\$22.73	\$23.55
	<i>mount</i> \$530							

Longevity	
Years*	Amount
15 Years	\$530
20 Years	\$1,132
25 Years	\$1,813
30 Years	\$2,567
*Years - Completed at Perry LSD	

^{*} For purposes of salary schedule placement, "hired after" and "before" is based upon initial date of hire into a PASS position, regardless of any subsequent changes in PASS positions. (E.g., an Aide hired between July 1, 1989 and July 1, 1997 who is later assigned a secretary position in 1998 will be paid based upon this schedule).

PERRY LOCAL SCHOOL DISTRICT P.A.S.S. Employees (hired after June 30, 1997)*

FISCAL YEAR 2022-2023

		STEPS									
Job Classification/Title	1	2	3	4	5-6	7-8	11	16			
SECRETARY	\$15.94	\$16.31	\$17.12	\$18.36	\$19.50	\$20.49	\$21.88	\$22.69			
COMPUTER SPECIALIST	\$17.59	\$17.95	\$18.73	\$19.92	\$21.02	\$21.65	\$22.46	\$23.28			
NETWORK SPECIALIST	\$19.13	\$19.73	\$20.33	\$20.92	\$21.53	\$22.12	\$22.93	\$23.76			
MONITOR/CROSSING GUARD	\$13.25	\$13.75	\$14.26	\$14.78	\$15.33	\$15.90	\$16.49	\$17.16			
LIBRARY CLERK	\$14.68	\$15.19	\$15.69	\$16.20	\$16.71	\$17.23	\$17.92	\$18.62			
TEACHER AIDES	\$13.56	\$14.11	\$14.71	\$15.35	\$15.95	\$16.56	\$17.23	\$17.93			
SPECIAL ED AIDES	\$14.75	\$15.35	\$15.98	\$16.64	\$17.32	\$17.98	\$18.72	\$19.47			
FOOD SERVICE	\$13.00	\$13.42	\$13.76	\$14.27	\$14.77	\$14.97	\$16.39	\$17.04			
FOOD SERVICE HEAD COOK	\$13.50	\$13.93	\$14.29	\$14.82	\$15.34	\$15.54	\$17.02	\$17.70			
FOOD SERVICE MANAGERS Elementary/HS Assist Middle/Intermediate High School	\$14.71 \$17.12 \$17.12	\$15.04 \$17.53 \$17.53	\$15.52 \$17.91 \$17.91	\$15.98 \$18.31 \$18.31	\$16.48 \$18.70 \$18.70	\$17.12 \$19.12 \$19.12	\$17.82 \$19.85 \$20.51	\$18.53 \$20.62 \$21.28			
CUSTODIAN Custodian	\$19.63	\$20.07	\$20.49	\$20.96	\$21.39	\$21.83	\$22.64	\$23.46			
CUSTODIAN B - Hired after 7/1/2007 Custodian	\$17.94	\$18.29	\$18.65	\$19.01	\$19.37	\$19.73	\$20.49	\$21.25			
HEAD CUSTODIANS Intermediate School Middle School/High School	\$24.49 \$25.06	\$24.49 \$25.06	\$24.49 \$25.06	\$24.49 \$25.06	\$24.49 \$25.06	\$24.49 \$25.06	\$25.37 \$25.95	\$26.27 \$26.85			
DISTRICT MAINTENANCE/MECHANIC	\$21.42	\$22.17	\$22.93	\$23.64	\$24.40	\$25.15	\$26.05	\$26.94			
HEAD MECHANIC	\$23.03	\$23.84	\$24.64	\$25.47	\$26.26	\$27.04	\$27.98	\$28.93			
NURSE ASSISTANT - LPN	\$17.43	\$18.12	\$18.84	\$19.59	\$20.33	\$21.07	\$21.86	\$22.67			
STRENGTH/COND SUPER	\$21.50	\$22.07	\$22.64	\$23.20	\$23.77	\$24.33	\$25.20	\$26.09			
		Longevity	(hired after	7							

Longevity (hired before July 1, 2007 b	ut after June 30, 1997)
Years*	Amount
15 Years	\$509
20 Years	\$1,089
25 Years	\$1,742
30 Years	\$2,469
*Years - Completed at P	erry LSD

Longevity (hired after July 1, 2007)						
Years*	Amount					
10 Years	\$164					
15 Years	\$328					
20 Years	\$492					
25 Years	\$656					
30 Years	\$820					
35 Years	\$984					

^{*}Years=Completed at Perry LSD

^{*} For purposes of salary schedule placement, "hired after" is based upon initial date of hire into a PASS position and not based on only subsequent dates of changes in position.

APPENDIX B-1

PERRY LOCAL SCHOOL DISTRICT P.A.S.S. Employees (hired before July 1, 1989)*

FISCAL YEAR 2023-2024

		STEPS						
Job Classification/Title	1	2	3	4	5-6	7-8	1	16
FOOD SERVICE	\$13.23	\$13.67	\$14.04	\$14.57	\$15.08	\$15.27	\$16.73	\$17.40
FOOD SERVICE MANAGERS Elementary/HS Assist Middle/Intermediate High School	\$15.60 \$18.15 \$18.15	\$15.95 \$18.58 \$18.58	\$16.44 \$18.98 \$18.98	\$16.94 \$19.41 \$19.41	\$17.46 \$19.82 \$19.82	\$18.16 \$20.26 \$20.26	\$18.86 \$21.03 \$21.65	\$19.59 \$21.82 \$22.45
HEAD CUSTODIANS Intermediate School Middle/High School	\$25.96 \$26.56	\$25.96 \$26.56	\$25.96 \$26.56	\$25.96 \$26.56	\$25.96 \$26.56	\$25.96 \$26.56	\$26.88 \$27.49	\$27.81 \$28.44

Longevity				
Years*	Amount			
15 Years	\$540			
20 Years	\$1,154			
25 Years	\$1,847			
30 Years	\$2,618			
*Years - Completed at Perry LSD				

^{*} For purposes of salary schedule placement, "hired before" is based upon initial date of hire into a PASS position, regardless of any subsequent changes in PASS positions. (E.g., an Aide hired before 1989 who is later assigned a secretary position in 1998 will be paid based on this schedule).

PERRY LOCAL SCHOOL DISTRICT P.A.S.S Employees (hired after July 1, 1989 and before July 1, 1997)*

FISCAL YEAR 2023-2024

			STEP	rs .				
Job Classification/Title	1	2	3	4	5-6	7-8	11	16
SECRETARY/CLERICAL	\$15.94	\$16.31	\$17.12	\$18.36	\$19.50	\$20.49	\$21.88	\$22.69
COMPUTER SPECIALIST	\$18.29	\$18.67	\$19.48	\$20.72	\$21.86	\$22.52	\$23.35	\$24.19
MONITOR/CROSSING GUARD	\$13.25	\$13.75	\$14.26	\$14.78	\$15.33	\$15.90	\$16.49	\$17.16
LIBRARY CLERK	\$14.68	\$15.19	\$15.69	\$16.20	\$16.71	\$17.23	\$17.92	\$18.62
TEACHER AIDES	\$14.11	\$14.68	\$15.30	\$15.96	\$16.59	\$17.23	\$17.92	\$18.63
SPECIAL ED AIDES	\$15.35	\$15.98	\$16.62	\$17.33	\$18.01	\$18.71	\$19.46	\$20.22
FOOD SERVICE	\$13.00	\$13.42	\$13.76	\$14.27	\$14.77	\$14.97	\$16.39	\$17.04
FOOD SERVICE HEAD COOK	\$13.50	\$13.93	\$14.29	\$14.82	\$15.34	\$15.54	\$17.02	\$17.70
FOOD SERVICE MANAGERS Elementary/HS Assist Middle/Intermediate High School	\$15.30 \$17.82 \$17.82	\$15.64 \$18.24 \$18.24	\$16.14 \$18.62 \$18.62	\$16.62 \$19.04 \$19.04	\$17.14 \$19.44 \$19.44	\$17.82 \$19.89 \$19.89	\$18.52 \$20.64 \$21.28	\$19.25 \$21.42 \$22.06
CUSTODIAN Custodian	\$20.41	\$20.87	\$21.30	\$21.80	\$22.25	\$22.71	\$23.53	\$24.38
HEAD CUSTODIANS Intermediate School Middle School/High School	\$25.48 \$26.06	\$25.48 \$26.06	\$25.48 \$26.06	\$25.48 \$26.06	\$25.48 \$26.06	\$25.48 \$26.06	\$26.38 \$26.99	\$27.29 \$27.91
DISTRICT MAINTENANCE/MECHANIC	\$22.29	\$23.05	\$23.85	\$24.59	\$25.38	\$26.15	\$27.08	\$28.00
HEAD MECHANIC	\$23.95	\$24.79	\$25.62	\$26.48	\$27.31	\$28.12	\$29.08	\$30.07
NURSE ASSISTANT - LPN	\$18.14	\$18.84	\$19.60	\$20.37	\$21.14	\$21.91	\$22.73	\$23.55
	mount \$530							

Longevity	
Years*	Amount
15 Years	\$530
20 Years	\$1,132
25 Years	\$1,813
30 Years	\$2,567
*Years - Completed at Perry LSD	

^{*} For purposes of salary schedule placement, "hired after" and "before" is based upon initial date of hire into a PASS position, regardless of any subsequent changes in PASS positions. (E.g., an Aide hired between July 1, 1989 and July 1, 1997 who is later assigned a secretary position in 1998 will be paid based upon this schedule).

PERRY LOCAL SCHOOL DISTRICT P.A.S.S. Employees (hired after June 30, 1997)*

FISCAL YEAR 2023-2024

	-			STE				
Job Classification/Title	1	2	3	4	5-6	7-8	11	16
SECRETARY	\$15.94	\$16.31	\$17.12	\$18.36	\$19.50	\$20.49	\$21.88	\$22.69
BEREITHI	ψ13.74	φ10.51	Ψ17.12	ψ10.50	Ψ17.50	Ψ20.42	Ψ21.00	Ψ22.02
COMPUTER SPECIALIST	\$17.59	\$17.95	\$18.73	\$19.92	\$21.02	\$21.65	\$22.46	\$23.28
NETWORK SPECIALIST	\$19.13	\$19.73	\$20.33	\$20.92	\$21.53	\$22,12	\$22.93	\$23.76
THE WORLD BONNESS	_	425176	Ψ20100	Ψ=00>=	Ψ21.00	Ψ==-1=	Ψ==00	Ψ201.0
MONITOR/CROSSING GUARD	\$13.25	\$13.75	\$14.26	\$14.78	\$15.33	\$15.90	\$16.49	\$17.16
LIBRARY CLERK	\$14.68	\$15.19	\$15.69	\$16.20	\$16.71	\$17.23	\$17.92	\$18.62
TEACHER AIDES	\$13.56	\$14.11	\$14.71	\$15.35	\$15.95	\$16.56	\$17.23	\$17.93
SPECIAL ED AIDES	\$14.75	\$15.35	\$15.98	\$16.64	\$17.32	\$17.98	\$18.72	\$19.47
FOOD SERVICE	\$13.00	\$13.42	\$13.76	\$14.27	\$14.77	\$14.97	\$16.39	\$17.04
FOOD SERVICE HEAD COOK	\$13.50	\$13.93	\$14.29	\$14.82	\$15.34	\$15.54	\$17.02	\$17.70
1 00B SERVICE HEAD COOK	Ψ10.00	Ψισισο	Ψ11122	Ψ11102	Ψ10.01	φ10.01	Ψ17.02	φ17170
FOOD SERVICE MANAGERS								
Elementary/HS Assist	\$14.71	\$15.04	\$15.52	\$15.98	\$16.48	\$17.12	\$17.82	\$18.53
Middle/Intermediate	\$17.12	\$17.53	\$17.91	\$18.31	\$18.70	\$19.12	\$19.85	\$20.62
High School	\$17.12	\$17.53	\$17.91	\$18.31	\$18.70	\$19.12	\$20.51	\$21.28
CUSTODIAN								
Custodian	\$19.63	\$20.07	\$20.49	\$20.96	\$21.39	\$21.83	\$22.64	\$23.46
CUSTODIAN B - Hired after 7/1/2007								
Custodian	\$17.94	\$18.29	\$18.65	\$19.01	\$19.37	\$19.73	\$20.49	\$21.25
HEAD CUSTODIANS								
Intermediate School	\$24.49	\$24.49	\$24.49	\$24.49	\$24.49	\$24.49	\$25.37	\$26.27
Middle School/High School	\$25.06	\$25.06	\$25.06	\$25.06	\$25.06	\$25.06	\$25.95	\$26.85
DISTRICT MAINTENANCE/MECHANIC	\$21.42	\$22.17	\$22.93	\$23.64	\$24.40	\$25.15	\$26.05	\$26.94
HEAD MECHANIC	\$23.03	\$23.84	\$24.64	\$25.47	\$26.26	\$27.04	\$27.98	\$28.93
NURSE ASSISTANT - LPN	\$17.43	\$18.12	\$18.84	\$19.59	\$20.33	\$21.07	\$21.86	\$22.67
STRENGTH/COND SUPER	\$21.50	\$22.07	\$22.64	\$23.20	\$23.77	\$24.33	\$25.20	\$26.09
		Longovity	(hired after	7				
Longevity (hired before July 1, 2007 but after June 3	30, 1997)		, 2007)					
	,,	- July 1	, _ 30, ,	-				

Longevity (hired before July 1, 2007 b	out after June 30, 1997)
Years*	Amount
15 Years	\$509
20 Years	\$1,089
25 Years	\$1,742
30 Years	\$2,469
*Years - Completed at P	Parry ISD

Longevity (hired after July 1, 2007)			
Years*	Amount		
10 Years	\$164		
15 Years	\$328		
20 Years	\$492		
25 Years	\$656		
30 Years	\$820		
35 Years	\$984		
*Years=Completed at Perry LSD			

^{*} For purposes of salary schedule placement, "hired after" is based upon initial date of hire into a PASS position and not based on only subsequent dates of changes in position.

PERRY ASSOCIATION OF SUPPORT STAFF

GRIEVANCE

Grievant:			
Building:			
Assignment:			
Date of Occur	rrence:		
Date of Inform	mal Discussion (if a	applicable):	
Filing at Leve	el:	_ with:	
CITE THE PI	ROVISIONS OF T		WHICH THE GRIEVANT ALLEGES HAVE
W			
	KPLAIN HOW THI RETED, OR MISA		OVISIONS HAVE BEEN VIOLATED,
STATE THE	RELIEF SOUGHT	`:	
SIGNATURE	<u> </u>		DATE
cc:	Grievant Association President	t	

Supervisor

Perry Local School District Classified Personnel Evaluation Form

Name	Classification		Date
Work Location	⊏	□ Continuing	
Name of Supervisor	□	□ Limited	
Performance Dimensions . Cover the period covered by this	Theck the phrases in each columns evaluation.	n that most nearly describ	e the employee's performance
1. QUALITY OF WORK A. NEATNESS/ACCURACY Work was presentable and accurate. Work was acceptable; occasional mistakes were made. Work was often unpresentable and contained numerous errors. Comments:	Consists of the productivity and a B. PRODUCTIVITY Made effective use of Usually made good us deadlines. Made poor use of tim deadlines.	time; met deadlines. e of time; met most e; frequently missed C. J the	are performed. JOB DESCRIPTION Tasks performed met the guidelines of job description. Tasks performed sometimes met guidelines of the job description. Tasks performed seldom met the lelines of the job description.
2. JOB KNOWLEDGE for satisfactory performance. A. JOB INFORMATION Major phases of job understood. Knowledge of some phases of the jwas incomplete. Knowledge about key aspects of thwas inadequate.	completed in a timely fashion	C. SI ctive and efficient.	and skills the employee has KILLS Required skills were strong. Some skills needed improvement. Needed skills were absent or below an otable lev
A. ATTENDANCE Attendance was satisfactory; absences Extensive absences were due to Absences were excessive; absences	PUNCTUALITY consists of beautiful B. PUNCTUALITY Reported to work on to Usually on time Frequently tardy	C. AI time	DHERENCE TO WORK SCHEDULE ways follows established work schedule. ccasionally extends work break or leaves ork early. equently extends work breaks or leaves ork early.
Comments: 4. WORK CHARACTER A. INITIATIVE AND RESOURCEFULNESS Needs were identified and problems were solved independently; was a self- starter. Employee usually initiated required action and solved problems independently. Needs were overlooked or not seen by employee; assistance was required to solve problems. Comments:	RISTICS are initiative and resource B. ADAPTABILITY Accepted new ideas readily; was flexible in making changes; dealt with stress in a positive manner. Adapted to change, but with some reservations; sometimes unable to deal with stressful situations in a positive manner. Refused to accept new ideas and changes readily. Stressful situations or change were met with tension, loss of poise, or other ineffective behavior.	fulness, adaptability and attitu C. ATTITUDE Positive feeling about work presented to others. Positive attitude typically dis Negative or hostile attitude displayed; dissatisfaction with, or open dislike for job apparent.	D. PRIORITIZING was Prioritized so that changing demands were splayed. met. Prioritizing occasionally

	ATIONSHIPS are the co	urtesy and t	tact, discretion	a, effective communication a	and positive
relationships that an employ	yee displays at work.				
A. COURTESY AND TACT Courtesy and tact were demonstrated. Courtesy and tact were usually displayed. Behavior often seen as tactless or discourteous; difficult to deal with.	B. DISCRETION There were no known violations of job related confidentiality, nor other inappropriate discussion of job matters. There were some violations of confidentiality. There was evidence that confidentiality was not observed.	TION Commeffectively attention to speaker was Coral a skills usual effective.	nunicated orally, o other as apparent. nd listening ly I too much or h to get ne poor	D. RELATIONSHIP WITH CO-WORKERS Willing to help co- workers without being requested; demonstrated ability to work as a positive team member. Willing to help co- workers only if requested. Unwilling or unable to help co-workers; not an effective team member.	E. RELATIONSHIP WITH SUPERVISOR Readily accepted constructive criticism and suggestions of supervisor. Usually accepted constructive criticism and most suggestions of supervisor. Did not accept constructive criticism or suggestions of supervisor; was argumentative.
Comments:					
6 DEPENDARILITY	is getting required work do	ne with a m	ninimum of sur	pervision following oral and	or written instructions
completed.		ie. w	Instructions vace. Instructions vas necessary.	G ORAL AND WRITTEN INS vere followed; employee typicall vere followed with some errors vere frequently not followed and	y needed instructions only repeating of instructions
7. PERSONAL APPE	ARANCE consists of the		8. WOI	RKSTATION EFFICIE	ENCY consists of
personal appearance of the	employee, as well as their			s and organization of the wor	kstation for ultimate
work station.			efficiency. □ Wor	k station was always orderly and	d organized for efficiency.
□ Employee was well groome work place.	d and dressed appropriately for	the	□ Some	untidiness and disorganization ev	
□ Employee was usually well g	•		in some ine	efficiency. k station usually appeared untid	y and disorganized which
inappropriately for the work pla			has led to i	nefficiency.	
inappropriately for the work pla Comments:	ce.		Comme	nts:	
(Note: Evaluator may with the control of the contr	ENT is the correct operation ish to indicate kinds of equivalent knowledge of use and main edge was needed in using equipmed carelessly or inappropriately.	<i>quipment.)</i> tenance of eq	•	pment expected of employe	e.
Comments:					
10. SAFETY PRACTI	CES				
☐ Safe working procedures w followed, potential hazards were corrected; had accident-free his	e procedur	-	d safe working		llow safe working ccasionally took afe shortcuts.

11. SANITATION (for Cu	stodial & Instructional Aide pos	sitions):	
☐ Used approved sanitation procedures; spotted unsanitary conditions and sought to correct.	☐ Sanitation was at acceptable level; expected amount of care was taken.	☐ Sanitation practices and procedures were not followed at an acceptable level.	□ NOT APPLICABLE
Comments:			
12. FOR INSTRUCTION	AL AIDES:		
A. LEARNING ENVIRONMENT Worked well with students individually and in small groups to meet their needs. Worked well with some students to meet their needs. Did not work well with students.	B. MOTIVATION ☐ Used positive reinforcements with students; motivated and encouraged students to achieve. ☐ At times used positive reinforcement with students; inconsistent in encouragement of students. ☐ Little or no use of positive reinforcement or encouragement to succeed.	C. STUDENT CONTROL ☐ Demonstrated consistency in assisting the teacher to maintain and control classroom behavior. ☐ Demonstrated some ability to assist teacher to maintain and control classroom behavior, but waited for teacher to direct before taking action. ☐ Was not able to maintain and control classroom behavior.	□ NOT APPLICABLE
Comments:			
OVERALL EMPLOYEE I overall performance of the end of th	mployee.	general rating is one which best able and meets the standards and	
Perry Local School District.	This employee exhibits potent	d is deficient in meeting the standial for improvement. Improvement commended. A specific plan for	ent must be demonstrated
☐ This employee is not n not recommended for continuous	•	of Perry Local School District a	and is

RECOMMENDATIONS AND COMMENDATIONS: (Include explanation of any rating other than the first or second boxes selected in any category. Use additional page, if necessary.)

EMPLOYEE COMMENTS:	
A signature on this performance appraisal does not mean that the employee ag merely indicates that the employee has read the performance appraisal and has comment and react by written response.	
Signature of Employee:	Date:
Signature of Evaluator:	Date:

EMPLOYEE IMPROVEMENT PLAN

Employee Name:			Supervisor:			
Determination of Objectives Date:			Evaluation Conference Date:			
OBJECTIVE	ACTIVITIES	TIMELINESS	ASSESSMENT TECHNIQUE TO BE UTILIZED	DEGREE OF ACHIEVEMENT		
Evaluatee Comments:						
Evaluator Comments:						
Signature of Evaluatee	Date	_	Signature of Evaluator	Date		

INDEX

	<u>PA</u>
- A -	
ANNUITY PROGRAM	
ASSOCIATION SECURITY AND DUES/FEE DEDUCTION	NS
- C -	
CALAMITY DAY	
Classified Personnel Evaluation Form (Appendix D-1)	52
CONTRACTS	
CUSTODIAL MAINTENANCE	
Safety Precautions	
- D -	
DISCIPLINE AND DISCHARGE	
DRUG-FREE WORKPLACE	
T.	
- E -	
EFFECTS OF THE AGREEMENT	
EMPLOYEE EVALUATION	
Evaluations	
Conference	
Signature	
Right to Respond	
FileForm	
Employee Improvement Plan Form (Appendix D-1)	
Employee improvement I tan I offit (Appendix D-1)	
- G -	
GRIEVANCE PROCEDURE	
Definitions	
Aggrieved Person(s)	
Grievance	
Representation	
Days	
General	
Informal Procedure	
Formal Procedures	
Level One	
Level Two	
Level Three	
- H -	
HOLIDAYS	
Paid Holidays	
Weekend Holidays	
Additional Holidays	

INSURANCES	31
Medical	31
Stark County Schools Council	32
Preferred Provider – Doctors/Hospitals	32
Preferred Provider – Prescription Drugs	32
Life Insurance	33
Dental Insurance	33
Section 125-Tax Shelter	33
Premium Holidays	33
Spousal Coverage	34
Insurance Coverage During Leave of Absence	34
- J -	
JOB DESCRIPTIONS	11
Copy of Job Description	11
Changes in Job Description	12
Changes in Job Duties	12
New Hires	12
Objectives	12
Content	12
- L -	
LABOR/MANAGEMENT COMMITTEE	9
LEAVES	26
Sick Leave	26
A Day of Sick Leave	26
Immediate Household	26
Immediate Family	26
Accrual of Sick Leave	26
Use of Sick Leave	27
Extension	27
Transfer of Sick Leave	27
Adjustment of Sick Leave within the School System	27
Absence Due to Legal Commitments	28
Jury Duty	28
Litigation Leave Unrelated to School or Personal Litigation	28
Other Litigation Related Leave	28
Personal Leave	28
Parental Leave	29
Assault Leave	30
Family Medical Leave Act	30
Trauma Leave	31
Discretionary Leave	31
LONGEVITY	40
- M -	
MANAGEMENT RIGHTS	5
MONITORS	13
Walkie Talkies	13
Student Ratios	13

NEGOTIATIONS PROCEDURE	
Initiating Negotiations	
Ground Rules	
Dispute Resolution	
Agreement	
Printing of Agreement	
NON-DISCRIMINATION	
- P -	
PAYROLL DEDUCTIONS	3
PERSONNEL FILE	1
- R -	
RECOGNITION	
REDUCTION IN FORCE	2
Attrition	2
Layoff	2
In Lieu Of	
Special Education Aides	2
Bumping	2
Rights of the Association	
- S -	
SALARY SCHEDULE	3
Base Salary	3
Responsibility Stipends	3
Mechanic Stipends	
Salary Schedule 2022-2023 for Employees hired before 7/1/89 (Appendix A-1)	4
Salary Schedule 2022-2023 for Employees hired after 7/1/89 and before 7/1/97 (Appendix A-2).	4
Salary Schedule 2022-2023 for Employees hired after 6/30/97 (Appendix A-3)	. 4
Salary Schedule 2023-2024 for Employees hired before 7/1/89 (Appendix B-1)	
Salary Schedule 2023-2024 for Employees hired after 7/1/89 and before 7/1/97 (Appendix B-2)	
Salary Schedule 2023-2024 for Employees hired after 6/30/97 (Appendix B-3)	
SCHEDULE/WORK HOURS/SENIORITY	3
Regular Work Week	. 3
Summer Work	. 3
Temporary Work	3
Overtime/Compensatory Time	
Overtime Defined	
District/Building Seniority	
Specialization	
Emergency Call-In	
Outside Groups	
Holiday Work	
Substitutes	3

- S – (continued)

Authorization
Flex Time
Higher Classification
Call Out Time
Breaks
Mileage
Employees with More Than One Position
Supplemental Contracts
Damage to Employee's Personal Property
Training/Professional Development
SCOPE OF BARGAINING
SECRETARIES
Medication.
SENIORITY
Seniority Defined
District-wide seniority
Classification Seniority
Accrual
Loss of Seniority
Seniority List
Equal Seniority
SERS PICKUP WITH REDUCTION
SEVERANCE PAY
SEVERANCE FAT
- V -
VACANCIES AND TRANSFERS
VACATION PAY
Eligibility
Retirement/Leaving Employment/Death
Scheduling
Sick Leave Adjustment of Vacation Time within the School System
Aujusunent of vacation time within the school system
- W -
WORK VEAR