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MASTER CONTRACT

between the

PERRY LOCAL BOARD OF EDUCATION

and

PERRY EDUCATION ASSOCIATION

For a term between:

July 1, 2025 and June 30, 2028

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ARTICLE 1 – RECOGNITION

A. The Perry Local School District Board of Education ("Board of Education," "Board," or "District") recognizes the Perry Education Association OEA/NEA ("Association") as the exclusive bargaining representative for all full-time and part-time certified personnel under regular teaching contract (hereafter, "bargaining unit members," "teachers," "certificated employees" or "employees") with respect to wages, hours, and terms and conditions of employment. Substitutes who work less than one hundred twenty (120) days per year, aides, administrative, and supervisory staff, are specifically excluded. Any substitute teacher employed for 120 days is automatically nonrenewed each year without further notice or action by the Board of Education. Supervisory staff are defined as those employees who have the right to hire, fire, discipline, discharge, or recommend such actions.

B. It is agreed by both parties that all employees have the right to join or not to join any local or state organization. Membership in any such organization or payment of any dues or assessments to any such organization shall not be required as a condition of employment, nor shall any such membership or payment be involuntarily imposed upon any employee by any term of this collective bargaining agreement (hereafter, "Agreement" or "Contract").

ARTICLE 2 – BOARD RIGHTS

A. Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself and the administration, without limitation except for the express written terms of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the constitution of the State of Ohio, including by way of illustration management's right to: 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 services, its overall budget, utilization of technology, and organizational structure; hire, assign, direct, schedule, supervise, and evaluate teachers; maintain and improve the efficiency and effectiveness of school operations; determine the methods, processes, means, and personnel by which school operations are to be conducted; suspend, discipline, demote, or terminate teachers for just cause; lay off, transfer, promote, or retain teachers; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the mission of the school district; determine the instructional hours for students; and direct, assign, and schedule students.

B. The Board may make decisions in the exercise of its management rights without bargaining with the Association, but the Board is obligated to the terms and conditions of employment of teachers in this Agreement.

ARTICLE 3 – NEGOTIATIONS PROCEDURE

A. Directing Requests

Requests in writing for negotiations meetings from the Association will be made directly to the Superintendent. Requests from the Board will be made in writing to the President of the Association. These requests shall be made in the form of a Notice to Negotiate and sent in accordance with R.C. Chapter 4117. Requests for negotiations meetings shall be submitted between 120 and 60 days prior to the expiration of this Agreement.

B. Negotiation Meeting

An agreement will be reached by the Board and representatives of the Association within five (5) days of the request as to the time and place of the meeting which shall be held within fifteen (15) days after the request has been submitted, unless both parties agree to an extension of time. All proposals by the parties shall be submitted in writing to the representative(s) of each other's team at the first meeting. No additional proposals shall be submitted by either party following the first meeting, unless mutually agreed by the parties. Additional ground rules, if any, will be established at the first meeting.

Meetings shall be scheduled with the least interruption of school schedules. If agreed to by the Board, members of the team may be released from school duties without loss of pay to attend meetings with the Board. Negotiation meetings shall be in executive session unless mutually agreed to by both parties. Negotiation meetings shall be held between the negotiating teams. Each team shall not exceed six members of their choosing to be present during negotiations between the parties. Only three members per party will be seated at the table.

C. Representation

Neither party shall have any control over the selection of the bargaining team members of the other party. The Board's team shall meet with the Association's team to negotiate in good faith. While no final agreement shall be executed without ratification by the Association and approval by the Board, the parties mutually pledge each team will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

D. Information

The parties agree to furnish each other upon written request and in reasonable time all factual information pertinent to the items being negotiated.

E. While Negotiations are in Progress

1. Recesses: the chair of either party may call a recess for an independent caucus at any time. Caucuses shall be of reasonable length (not to exceed one-half hour).

2. Protocol: no action to coerce or censor or penalize any negotiation participant shall be made or implied by any other member as a result of participation in the negotiation process.

3. Item Agreement: as negotiation items receive tentative agreement, they shall be reduced to writing, and initialed by each party.

4. Schedule of Meetings: until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next meeting.

F. Agreement

When a final tentative agreement is reached, the outcome shall be reduced to writing and submitted to the Association for formal approval. Following ratification by the Association, the proposal shall then be submitted to the Board for its consideration. If approved by the Board, the agreement shall then be signed by the parties.

G. Disagreement

1. If agreement is not reached on matters being negotiated within 45 days before the expiration date of this Agreement, either party may declare impasse and request that an impartial mediator be appointed. The mediator may be selected by agreement between the parties. If agreement on the mediator is not reached within five (5) days after the call of mediation, the Federal Mediation and Conciliation Service (FMCS), SERB, or another mutually agreed entity shall be requested to appoint a mediator, and the selection shall be in accordance with the rules of the agency.

2. The mediator shall have the right to hold meetings with the parties to effect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS or SERB or other mutually agreed upon rules.

3. In the event the negotiation teams are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with R.C. 4117.14(D)(2), which states: "Public employees other than those listed in division (D)(1) of 4117.14 have the right to strike under Chapter 4117 of the Revised Code provided that the employee organization representing the employees has given a ten-day prior written notice of an intent to strike to the public employer and the (SERB); however, the (SERB), at its discretion, may attempt mediation at any time," and Section 4117.18(C) of the Ohio Revised Code, which states: "No public employee shall strike during the term or extended term of a collective bargaining agreement or during the pendency of the settlement procedures set forth in Section 4117.14 of the Revised Code."

H. Distribution

Within thirty (30) days after a new agreement is signed, copies of it shall be reproduced with the cost shared equally by the parties. Copies of the Agreement shall be distributed

to the Board of Education members, school administrators and to each teacher in the District. Additional copies may be ordered at the expense of either party. The Agreement will also be posted on the District website.

I. Definitions

1. "Professional Negotiations" means conferring, discussing, and negotiating in good faith by the Board of Education through its bargaining team and the Association through its bargaining team in an effort to reach agreement with respect to wages, hours, terms and conditions of employment.

2. "Good Faith" involves coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. Good Faith requires the Association and Board to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counter proposals. Good Faith requires both parties to recognize negotiations as a shared process. The obligation of the Board and the Association to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

J. Entire Dispute Settlement Procedure

The negotiations procedure set forth in this article constitutes the entire dispute settlement procedure mutually agreed by the parties.

K. Rights of Individuals

Nothing in this Agreement shall prohibit any certified employee from presenting views or grievances that affect his/her status in the district to the Superintendent or to the Board in accordance with established procedure. Negotiations, however, shall be conducted according to this Agreement.

ARTICLE 4 - PROVISIONS CONTRARY TO LAW

Consistent with R.C. Chapter 4117, this Agreement governs the wages, hours, terms and conditions of employment of teachers and the terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the rest of this Agreement shall remain in effect and the parties shall, upon written request of the other, negotiate in good faith regarding any necessary change in this Agreement. Such negotiations shall begin within fifteen (15) days or any mutually extended time.

ARTICLE 5 - GENERAL PROVISIONS

The Board and the Association acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provisions of this Agreement.

The written provisions of this Agreement constitute the whole and entire agreement between the parties concerning any and all matters within the scope of collective bargaining. Any matters or subjects not covered herein have been waived by the parties for the life of this Agreement. This agreement constitutes the entire Agreement between the parties and any document, agreement, policies, memorandum, salary schedule or any other previously negotiated item shall be void and of no further force or effect.

ARTICLE 6 - ACADEMIC FREEDOM

The principal in each school shall have the responsibility to supervise each professional staff member with respect to all teaching activity conducted in the building. Teacher activity will be in accordance with course of study and curriculum guide(s) as adopted by the Board. Should differences exist with respect to the subject of academic freedom, the professional staff member and his/her Association representative shall review the matter with the Superintendent, whose determination upon the matter shall be final.

Professional staff members are expected to create a classroom environment that shall be conducive to investigation, interpretation, analysis and evaluation of data on all sides of the critical issue(s) under study. The professional staff member is responsible for exercising reasonable and sound judgment in selecting for discussion those issues he/she deems relevant to the maturity and understanding of the students involved.

ARTICLE 7 - ASSOCIATION RIGHTS

A. The Association and representatives, its affiliates, shall have the right to use school buildings for membership meetings if the use does not interfere with the previously scheduled use of the buildings. The building principal shall be notified as far in advance as possible of the time and place of such meetings, with school administration meetings taking precedence. The Association shall restore the meeting place to its original condition upon leaving.

B. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property, provided: 1) this shall not interfere with or interrupt the assigned duties of the teachers; 2) the representative has scheduled and checked in with respective building principals; 3) such business be conducted during conference period, lunch period, before or after teacher assigned work day.

C. Upon responsible request, the Association shall have the right to use school equipment provided such use is made on school property and does not interfere with the school use of such equipment. Borrowed equipment must be returned in the same condition as when borrowed, taking into consideration normal wear of such equipment. The Association shall pay for consumable supplies and may purchase supplies at cost.

D. The Association shall have the use of any bulletin board presently located in a teacher's lounge.

E. The Association shall have the right to post notices of its activities and matters of

Association concern on such bulletin boards, provided that such material is signed by an authorized representative of the Association.

F. The Association may use the internal mail system of the school and place communications in the mailboxes of each teacher, provided the use of such internal mail system does not interfere with the school use of it.

G. The Treasurer of the Board shall provide the Association president notices of all meetings of the Board, copies of the Board agenda, and copies of the Board minutes.

H. The Board will provide the Association with the names and school email addresses for newly hired bargaining unit members in the fall of each school year.

I. Labor Management Committee

1. This committee shall consist of four (4) representatives appointed by the Superintendent and four (4) representatives appointed by the Association.

2. The committee shall meet up to four (4) times per year on a quarterly basis and on other mutually agreed occasions at a mutually convenient time. The committee will discuss matters of mutual concern, and it may make non-binding recommendations about school programs and operations.

ARTICLE 8 - COMMUNITY COMPLAINT PROCEDURE

Action concerning a complaint by a member of the community other than a student shall be initiated by the following procedure:

A. If requested by the complainant or the teacher, a meeting involving the teacher, the principal and the complainant shall be arranged at a mutually convenient time to discuss the complaint.

B. If the complaint is unresolved, it may be submitted to the Superintendent.

C. If such conferences do not lead to understanding and resolution of the problems involved, the complainant may pursue further action by submitting in writing to the Board of Education a complaint against a teacher. The Superintendent shall give a copy to the teacher.

In each of the steps above, a teacher may be represented by an Association representative of his/her choosing. Conferences regarding such complaints shall be private.

ARTICLE 9 - CONTRACTS

Individual Contracts – Regular

A. The Board shall provide every member of the instructional staff with an individual written contract at the initial employment and upon subsequent re-employment in keeping with R.C. 3319.08. All teachers employed by the Board shall be issued contracts, which shall include the following information:

1. Name of teacher;
2. Type of contract, limited or continuing;
3. Name of the school district and the Board of Education employing said teacher;
4. Annual compensation to be paid for the first year of the contract;
5. Basis of determining compensation (i.e., classroom teacher, B.A. degree, five (5) years' experience);
6. Teacher's agreement that he/she shall abide by Board adopted policies; and
7. Provision that the rules and regulations of the Board governing professional staff shall be available at the time the contract is offered.

Teachers will be permitted to apply for continuing contracts pursuant to R.C. 3319.08 upon meeting statutory qualifications.

B. Resignations - A teacher is presumed to have accepted employment for the succeeding school year unless he/she has notified the Board in writing to the contrary on or before June 1. (R.C. 3319.15)

No teacher shall terminate his/her contract after July 10 of any school year or during the school year without consent of the Board of Education. A teacher may terminate his or her contract at any other time by giving ten (10) days' written notice to the Board in care of the Superintendent. (R.C. 3319.15)

C. All teaching employees whose salaries are funded in whole or in part by a fund outside the Board's General Fund shall be employed on only one (1) year limited contracts, regardless of any other provision of law or this Agreement.

D. The following sequence will typically be used for limited contracts:

1. First and second years of employment	one (1) year limited contracts
2. Third year of employment	two (2) year limited contract
3. Subsequent years of employment	three (3) year limited contracts.

The Board may alter this sequence and offer a one (1) year limited contract to a teacher on one or more occasions if the teacher has documented deficiencies in his/her most recently completed evaluation or disciplinary action consisting of one (1) or more written reprimands in the last twelve months.

ARTICLE 10 - SUPPLEMENTAL CONTRACTS

A. All teachers assigned responsibilities in addition to their regular duties, for which additional compensation is granted, shall be given a written supplemental contract pursuant to R.C. 3319.08 of the Ohio Revised Code. Such supplemental contracts shall include:

1. Name of the teacher;

2. Name of the school district and Board of Education for which responsibilities shall be performed;

3. Number of years contract is to be in force;

4. Statement of title, complete job description of the responsibility (which may be incorporated by reference), and compensation to be provided;

5. Dates for which compensation will be provided for such responsibility.

B. A supplemental contract shall automatically expire at the end of its term without further action or notice by the Board.

C. Teachers shall be compensated for supplemental duties in accordance with the supplemental salary schedule. The Board need not fill any or all positions listed on the schedule in any particular school year. The Superintendent shall determine whether a vacancy exists in a supplemental position and when to fill the vacancy. The failure to fill a position shall not be subject to bargaining with the Association. However, when the Superintendent has determined that a vacancy in a supplemental position exists, the position shall be posted and emailed to teachers with an application deadline of ten (10) days after the posting. The teacher currently filling a supplemental position may request that it be posted at the end of the season or school year. Except as provided in paragraph E. of this article, the Board need not bargain with the Association about the decision to create a new supplemental position, to modify supplemental duties, or to consolidate supplemental positions. However, the Board will bargain with the Association concerning the wages, hours and conditions of any new, modified or consolidated supplemental positions.

D. Any supplemental contract not completed in its entirety shall be paid on a pro rata basis based on the length of the season or activity.

E. Supplemental Review Committee

By August 1, 2026, the Board and the Association will establish a Supplemental Review Committee to review current supplemental contracts, consider new supplemental contracts, and review compensation for supplemental contracts. The Board shall provide the Association with public records related to the Committee's review, upon request. The Committee shall meet at least twice during the 2026-2027 school year and submit its recommendations to the Superintendent and the Association President for further consideration. The parties agree to consider bargaining a Memorandum of Understanding (MOU) based on the Committee's recommendations, with any resulting MOU taking effect no earlier than July 1, 2027.

ARTICLE 11 - COOPERATING TEACHER GUIDELINES

Student teachers shall be accepted and assigned in accordance with the following provisions:

1. Cooperating teachers shall be full-time teachers employed by the Board.

2. The Superintendent shall have the authority to limit the number of student teachers who will be accepted into the program.

3. Cooperating teachers shall have a minimum of three (3) years of teaching experience, of which at least two (2) shall be in the Perry Local School District, and they shall possess a bachelor's degree and regular certification from the State Board of Education in the field in which they are teaching, and in which they will be cooperating with a student teacher. Teachers with a master's degree in their teaching field and one (1) year of teaching experience may also be considered for a student teacher.

4. Prior to acceptance of student teachers, the faculty of any given building will be notified of the availability of student teachers and shall have an opportunity to participate as a cooperating teacher, if deemed eligible.

5. All bargaining unit members who are eligible to act as a cooperative teacher shall be encouraged to participate periodically in this program as a means of promoting and improving the education profession.

6. A cooperating teacher shall be assigned no more than one (1) student teacher during any one (1) school year.

7. A student teacher shall be assigned to one (1) cooperating teacher except when special arrangements have been made between the teacher training institution and the cooperating teacher prior to the student teacher assignment.

8. Student teachers shall be responsible to the cooperating teacher, the building principal, and such persons as designated by the Superintendent.

9. The cooperating teacher shall be responsible for the evaluation, planning and

scheduling of the student teacher and such duties shall be performed to the extent possible outside the teacher's normal working day.

10. Each cooperating teacher shall receive a supplemental contract for supervising student teaching if the compensation for such duties is paid from Board funds. The amount of compensation shall be the amount paid to the Board by the teacher training institution, less the usual employee payroll deductions.

11. In the event that the teacher training institution offers tuition fee waivers in lieu of monetary compensation, the Superintendent and the Association shall determine which form of student teacher compensation to accept. The Board shall participate in The Ohio State University's tuition reimbursement program for student teachers, observers, etc.

ARTICLE 12 – RESIDENT EDUCATOR

The Board will maintain a Resident Educator program that complies with the requirements in the Ohio Revised Code. By mutual agreement, the building principal may grant release time to a Resident Educator and that teacher's Mentor.

A. Mentors

1. The Mentor must be approved by his/her building administrator and must have District experience of no less than five (5) years.

2. The Mentor must be trained through the Ohio State Board of Education Instructional Mentoring program. Mentors must also be willing to complete additional training as required by the State Board.

B. Compensation

1. Release time shall be provided to the Mentor and/or Resident Educator as mutually agreed upon with the building principal.

2. The maximum number of Resident Educators a Mentor may be assigned is three (3) per year.

3. Mentors shall receive a stipend of $250.00 per year for each first and second-year Resident Educators.

4. The stipend is to be paid in separate prorated checks, one with the first payroll after the end of the semester and the other with the first payroll after the end of the school year.

5. The District will pay training fees required for Mentors to receive the mandatory state mentor training.

6. Inactive Mentors (i.e., one who does not have any Resident Educator assigned) shall not receive compensation.

C. Additional Terms

1. Mentors shall not participate in the evaluation of their assigned Resident Educator and shall not be expected to make any recommendation regarding their assigned employment. The District will not evaluate a Mentor based on his/her participation in the program.

2. Any time, either the Mentor or the Resident Educator, with the agreement of the building administrator, may have a new Mentor assigned. No specifics shall be given as to the exercise of the option.

3. Mentors and Resident Educators will keep discussions confidential to the extent permitted by law. If discussions concern an emergency matter or a matter required to be disclosed by law, the Mentor may report such concerns to the building administrator.

4. Mentors shall communicate directly with Resident Educators about their performance and progress.

5. If the Board is required to implement a new mentor or consulting teacher program during the term of this Agreement and the State specifically provides or earmarks funding for the program, the Board shall bargain with the Association about the effect of the program on the wages, hours, terms, and other conditions of employment.

ARTICLE 13 – COLLEGE CREDIT PLUS

A. Teachers who teach College Credit Plus (CCP) shall receive additional compensation of $500 per semester.

B. The Board retains total and complete discretion in selecting the teachers who will teach the CCP courses. Teachers with an evaluation of "ineffective" shall not be eligible to teach CCP courses.

C. Teachers may refuse to teach a CCP class without reprisals.

D. In order to be eligible for the payments in paragraph A of this Article, a teacher may not be absent from a CCP class more than seven (7) times per semester, excluding professional development and personal leave days.

ARTICLE 14 - CURRICULUM PLANNING

The Board shall release from school duties with normal pay all teachers selected by Superintendent to attend local curriculum committee meetings. Curriculum development meetings shall not require additional time beyond the normal seven and one-half (7 1/2) school day.

Curriculum at the local level shall be developed by the building principal. Certified staff members

in the field of curriculum that is being developed shall be asked and given a reasonable opportunity to participate if so desired. Final determinations about the District's curriculum shall be made by the Superintendent.

ARTICLE 15 - DUTY FREE LUNCH

Each bargaining unit member shall be granted at least thirty (30) continuous minutes for lunch each school day during which time he/she shall not be required to perform any school activities. It is not necessary for members to remain in their assigned building during lunch periods. The granting of lunch periods of teachers shall not be cause for lengthening of the school day.

ARTICLE 16- EVALUATION

This Article is intended to align with the *Standards for the Teaching Profession* as set forth in State law and the Ohio Teacher Evaluation System 2.0 Model, as adopted by the Ohio Department of Education and Workforce on March 27, 2020.

This Article applies to District employees who are required to be evaluated under R.C. 3319.111.

A separate Board policy and/or terms of a Collective Bargaining Agreement shall apply to other bargaining unit members who are not subject to this Article.

If this Article ceases to align with the State Board's standards-based framework for teacher evaluations or R.C. 3319.111, the Evaluation Committee shall reconvene to make recommendations to revise this Article. Such recommendations shall be made to the PEA bargaining team and if the bargaining team approves the recommended changes, those changes shall be brought before the membership for ratification not less than thirty (30) calendar days before the start of the school year. Then the recommendations will be made to the Board for adoption.

A. Definitions

1. Evaluation Cycle: The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or the Ohio Revised Code.

2. Evaluation Framework: The document created and approved by the Ohio Department of Education and Workforce that establishes the Standards-Based evaluation of teachers in accordance with R.C. 3319.111(A).

3. Evaluation Instruments: The forms used by the teacher's evaluator. The approved evaluation instruments are attached to this Agreement as Appendices.

4. Evaluation Procedure: The procedural requirements set forth in this Agreement which conform with and provide specificity to the statutory obligations established by R.C. 3319.111 and 3319.112.

5. Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors observed during the Evaluation Cycle. The rating shall be "Accomplished," "Skilled," "Developing," or "Ineffective." The evaluator will assess which performance level provides the best overall description of the teacher's practice.

6. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

7. High Quality Student Data (HQSD): District-determined data that is qualifiable, quantitative, and measurable and provides evidence of student learning attributable to the teacher being evaluated and that meets the requirements for such data in OTES 2.0 and the Ohio Revised Code.

8. Improvement Plan: A detailed, written plan developed by the assigned credentialed evaluator for any teacher with a Final Holistic Rating of "Ineffective." The Board has discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system with the intention of improving performance. The District shall provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The approved form for the Improvement Plan is attached to this Agreement as an Appendix.

9. Observation: A component of an evaluation, which is at least thirty (30) minutes in duration. Teachers on a full evaluation cycle shall have at least two observations, including a Holistic Observation, followed by a Focused Observation with an emphasis on identified focus area(s).

10. Ohio Teacher Evaluation System (OTES): The teacher evaluation system required by R.C. 3319.111 and 3319.112.

11. Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth with a focus on areas identified in the teacher's observations and/or evaluation. The plan must align to any District and/or building improvement plan(s). The teacher is accountable for implementing and completing the plan. The District should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The approved form for the Professional Growth Plan is attached to this Agreement as an Appendix.

B. Credentialed Evaluators

1. The evaluator shall not be a bargaining unit member. The evaluator must be a credentialed evaluator as defined by R.C. 3319.111(D) and employed by the Board.

2. In case of an emergency and the Board hires an interim administrator to fill a vacated administrative position, such interim administrator shall be permitted to observe and evaluate employees only if possessing all the requirements for credentialing under OTES 2.0 and the Ohio Revised Code.

3. The observation and walkthrough timelines will be reasonably adjusted when unforeseen circumstances (for example, unanticipated absence of teacher/evaluator) make strict compliance impracticable.

C. High-Quality Student Data (HQSD)

1. The evaluation will use two (2) measures of HQSD to provide evidence of student learning attributable to the teacher being evaluated.

2. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one (1) other measure of HQSD to demonstrate student learning.

3. HQSD may be used as evidence in any component of the evaluation where applicable.

D. Standing Joint Committee for HQSD

The Association and the Board agree to establish a standing joint HQSD Committee. The committee will be appointed by the Principal and Association President upon teacher approval of the appointment.

1. The committee shall be comprised of three (3) Association members who are of different grade levels and/or content areas as well as the principal, whose role shall be ex officio. All determinations regarding HQSD shall be subject to the principal's final approval. There shall be one (1) committee in the high school building and one committee in the elementary building.

2. Committee members shall serve a one (1) year term to be re-evaluated at the end of the term. After the Association member's term or resignation, the Principal and Association President shall appoint a successor or re-appoint for another term.

3. Members of the committee shall receive release time for committee work and training during the contractual workday to evaluate HQSD using the HQSD Verification Form published by the Department of Education and Workforce and/or the State Board of Education, with final HQSD approval given by the Principal. If release time during the school day is not possible, committee members shall receive compensation at a rate as per the locally Negotiated Agreement for the actual meeting time. ($15.00/hour)—Maximum of ten (10) hours.

4. The committee shall establish, by mutual agreement, a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks. The calendar of committee meetings shall be published internally to all bargaining unit members. Any meeting minutes or notes taken shall be made available to the members of the committee, Association President, and Superintendent within seven (7) contractual days of the committee meeting.

E. Evaluation Procedure

1. The evaluation procedure established in this Article conforms to the framework for the evaluation of teachers developed pursuant to R.C. 3319.112. Each completed evaluation will result in the assignment of a teacher effectiveness rating.

2. All teachers will be evaluated each school year, except as follows:

   a. The Board may elect to evaluate a teacher receiving a final holistic rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this Article once every three (3) years.

   b. The Board may elect to evaluate a teacher receiving a final holistic rating of "Skilled" on the teacher's most recent evaluation conducted pursuant to this Article once every two (2) years.

   c. The Board may elect not to evaluate a teacher in any year the teacher was on leave from the District for 50% or more of the school year.

   d. The Board may elect not to evaluate a teacher who has submitted a notice of retirement which was accepted by the Board not later than the first day of December in the school year in which the evaluation is otherwise scheduled to be conducted.

   e. The Board may elect not to evaluate a teacher who is participating in the teacher residency program established under R.C. 3319.223 for the year during which the teacher takes, for the first time, at least half of the performance-based assessment prescribed by the State Board of Education for resident educators.

3. The Board may allow a teacher rated "Accomplished" on the teacher's most recent evaluation to choose the teacher's credentialed evaluator for the evaluation cycle. The Board may allow a teacher rated "Skilled" on the teacher's most recent evaluation to have input on the selection of the teacher's credentialed evaluator for the evaluation cycle.

4. Any evaluation conducted under this Agreement must be conducted and completed by May 1 of the applicable school year, and the teacher shall be provided with a written copy of the evaluation results by May 10 of the applicable school year.

F. Professional Growth and Improvement Plans

1. A teacher rated "Accomplished" on the teacher's most recent evaluation who is evaluated once every three (3) years must submit a self-directed Professional Growth Plan to the evaluator and the evaluator will determine whether the teacher is making progress under that plan. In any year a teacher is not fully evaluated, the Board will conduct at least one (1) observation of the teacher and hold at least one (1) conference. The conference will include a discussion of the teacher's Professional Growth Plan, and "Accomplished" teachers may request additional conferences.

2. A teacher rated "Skilled" on the teacher's most recent evaluation who is evaluated once every two (2) years must jointly with the evaluator develop a Professional Growth Plan, and the evaluator will determine whether the teacher is making progress under that plan to foster continued growth. In any year a teacher is not fully evaluated, the Board will conduct at least one (1) observation of the teacher and hold at least one (1) conference with the teacher. The conference will include a discussion of the teacher's Professional Growth Plan. The teacher or evaluator may request a pre-conference.

3. A teacher with a Final Holistic Rating of "Developing" will develop a Professional Growth Plan that is guided by the assigned credentialed evaluator. A conference will include a discussion of the teacher's Professional Growth Plan.

4. A teacher with a Final Holistic Rating of "Ineffective" will be placed on an Improvement Plan developed by the assigned credentialed evaluator. The Board has discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The school or district shall provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial).

G. Formal Observations

1. The evaluation will include at least two (2) formal observations, except the evaluation of any teacher who is on a limited or extended limited contract pursuant to R.C. 3319.11 and who is under consideration for nonrenewal shall include at least three (3) formal observations.

2. Each formal observation will be at least thirty (30) minutes in duration and shall be announced. Formal observations shall be at least fifteen (15) contract days apart, unless unusual circumstances or time constraints exist.

3. Following the first (1st) formal observation, the teacher and evaluator will have a conference to determine the identified area(s) of focus. Teachers rated "Accomplished" will select their own focus area(s). Teachers rated "Skilled" will select focus area(s) in collaboration with their evaluator. Teachers rated "Developing" will receive guidance

from their evaluator to determine focus area(s). Evaluators will select the focus area(s) for teachers rated "Ineffective."

4. The second (2nd) formal observation will emphasize the focus area(s) identified after the first (1st) formal observation and will also collect evidence in the other areas of the teacher evaluation rubric.

5. It is the Board's intention that formal observations will not occur during remote lessons, except for teachers assigned solely to remote learning, or in unusual circumstances.

H. Classroom Walkthroughs

1. The evaluation will include at least two (2) classroom walkthroughs.

2. Each classroom walkthrough will be less than thirty (30) minutes in duration and may be announced or unannounced.

3. The evaluator will provide feedback to the teacher within five (5) school days.

4. The teacher may request a walkthrough.

I. Final Holistic Rating

1. The evaluator will complete the *Teacher Performance Evaluation Rubric* to determine the teacher's final holistic rating. The evaluator will assess which performance level provides the best overall description of the teacher's performance based on the evidence gathered during the evaluation.

2. Each evaluation will result in a final holistic rating of "Accomplished," "Skilled," Developing," or "Ineffective." The evaluator will assess which rating level provides the best overall description of the teacher, based on evidence gathered during the evaluation process.

J. Final Summative Conference

A final summative conference will be held for teachers on the full evaluation cycle by the end of the last contract day to provide feedback and coaching opportunities to the teacher and to make recommendations for the Professional Growth Plan or Improvement Plan.

K. Non-Renewal of Poorly-Performing Teachers

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

1. The process of nonrenewal of teachers if they are in their last year of a limited contract, taking at least their most recent evaluation into account.

2. The process of R.C. 3319.16 to terminate a continuing contract teacher or a limited contract teacher during the term of the limited contract, taking into account written evaluations during the most recent three (3) years.

L. Professional Development

The Board's plan for the allocation of financial resources to support professional development is as follows:

1. The determination of the Superintendent for priority in the use of resources.

2. Consideration by the Board annually of the amount of public money that can be devoted to professional development, given the District's financial condition and other need

3. The optimization of available federal, state, or organizational grants for professional development.

M. Due Process

1. Teachers who disagree with and provide evidence that identifies errors with data sources, data collection or calculation, performance ratings, and/or the summative evaluation may address those concerns with their evaluator or another administrator.

2. A teacher shall be entitled to Association representation at any conference held during this procedure.

3. The Board shall amend its evaluation policy to conform to the terms of this Agreement.

ARTICLE 17 - GUIDANCE COUNSELOR EVALUATION

In accordance with R.C. 3319.113, bargaining unit members who are guidance counselors will be evaluated in accordance with the Ohio State Board of Education's Ohio School Counselor Evaluation System (OSCES). All applicable procedures, guidelines, and timelines shall be the same as in the Ohio Teacher Evaluation (OTES), and Article 16 of this Agreement.

ARTICLE 18- GRIEVANCE PROCEDURE

A. Definitions

1. A grievance procedure is a method by which one (1) or more members of the bargaining unit may present a grievance without fear of reprisal and obtain a fair hearing at progressively higher levels.

2. A grievance is an alleged violation, misinterpretation, or misapplication of one (1) or more terms of this Contract or Board policy.

3. The grievant may be one (1) or more members of the bargaining unit. An alleged grievance involving the rights and powers granted the Association by the Master

Contract or Board policy shall be brought in the name of the Association.

4. A class action grievance may be filed by one (1) or more grievants if the grievances arise out of the same circumstances.

5. The parties in interest shall mean the grievant and any person who might be required to act or against whom action might be taken in order to resolve the grievance.

6. Days as used in the grievance procedure shall be defined as calendar days excluding Saturday, Sunday, and legal holidays.

B. Rights and Restrictions

1. Nothing contained in this procedure shall be construed as limiting the right of the grievant to discuss the matter with any appropriate member of the administration and having the complaint or problem adjusted without intervention and/or consultation of the Association provided the adjustment is not inconsistent with the terms of this Contract.

2. Representation of the parties in interest may be by any person(s) of their choosing at Steps 1 through 3 of this procedure.

3. The Association shall receive notice of each meeting or hearing held to resolve the grievance and shall be given a copy of the recommended disposition of such grievance at each step.

4. The grievance or documentation of it shall not be placed in an employee's personal file except as may be necessary to amend, rescind, or clarify any record which is lawfully contained in such file. The filing of a grievance shall not be used in any recommendation for reemployment or recommendation for other employment of the grievant, and neither a grievant, the Association, nor its officers shall be placed in jeopardy or be subject for reprisal or discrimination for having followed this grievance procedure.

5. If a grievance is not initiated within ten (10) days after the aggrieved knew or should have known of the event or condition on which the grievance is based, the grievance shall be considered waived.

6. A grievance may be withdrawn at any level.

7. Individual grievances may be filed at Level 2 and/or 3 if the parties in interest agree that decision of the issue does not fall within the scope of authority attained at the lower levels.

8. The number of days indicated at each step is considered a maximum. Time limits specified herein may be altered by mutual agreement of the parties. Requests to extend time limits will not be unreasonably denied.

9. If a decision on the grievance is not appealed by the grievant or its representatives within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

10. Failure by the Board or its representatives at any step of these procedures to communicate the decision on the grievance within the specified time limits shall permit the grievant to proceed to the next step.

11. Election of Remedies - A grievant shall not be denied his/her legal rights under the law provided, however, upon the filing of a complaint by the grievant or on the grievant's behalf, in any court of competent jurisdiction demanding relief upon a matter which is the subject of a pending grievance, such filing shall be deemed a waiver of the rights granted herein and the grievance shall be deemed dismissed.

C. Grievance Procedure

Informal Procedures - If a teacher believes there is a basis for a grievance, he/she shall first discuss the matter with his/her Principal or immediate supervisor in an effort to resolve the problem informally. The teacher shall make clear to the principal or supervisor that a possible grievance may be filed.

Step 1 - If the grievance is not resolved within five (5) days of such discussion or meeting, the grievant may present his/her formal complaint by submitting a completed Grievance Report Form-Step 1, in triplicate. Copies of the form showing the date of the occurrence, a statement of the nature of the grievance, the provision(s) of the Contract or Board policy allegedly violated, and the relief sought shall be submitted by the grievant to the Association, the immediate supervisor, and the Superintendent. Within five (5) working days of the receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) working days after such meeting by completing Step 1 of the Grievance Report Form and returning it to the grievant. The Association and the Superintendent shall both be notified in writing of such disposition of the grievance.

Step 2 - If the grievant is not satisfied with the disposition of the grievance in Step 1 or no disposition has been made within the above time limits, the grievant may complete a Grievance Report Form Step 2, and submit the grievance to the Superintendent. Within five (5) working days of receipt, the Superintendent shall meet with the grievant. Within five (5) working days of this meeting, the Superintendent shall indicate in writing his/her disposition of the grievance by completing his/her portion of Step 2 and forwarding it to the grievant.

The Association and the immediate supervisor shall be notified in writing of the Superintendent's disposition.

Step 3 - If the grievant is not satisfied with the disposition of the grievance by the

Superintendent or if no disposition has been received within the time period provided above in Step 2, the grievant, with written concurrence from the PEA President, may submit such grievance to arbitration by completion of the Grievance Report Form Step 3, and filing same with the Board within ten (10) working days of the receipt of the disposition of the Superintendent of the end of the time period in Step 2. If the Superintendent or his/her designee and grievant or his/her representative cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which rules shall likewise govern the arbitration proceeding. The arbitrator shall limit his/her decision to the terms of the Contract and Board policies and shall make no award contrary to law. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of this Agreement, nor shall he or she make any decision contrary to law.

The decision of, and awards made by the arbitrator, shall be binding on all parties, and shall be submitted to the Board, the Superintendent, the Association, and the grievant.

The costs for the services of the arbitrator, including his/her per diem expense, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Association and the Board. However, if the grievant files for arbitration without the concurrence of the Association, the grievant shall share equally such expenses with the Board of Education.

GRIEVANCE REPORT FORM

Grievance #_____

Distribution of Form:
1. Superintendent
2. Supervisor
3. Association (PR&R)
4. Teacher
5. Mediator

Name of Grievant_____ Date Filed_____

Building_____Assignment_____

Date cause of grievance_____Step of grievance_____

Statement of grievance:_____

Relief Sought:_____

Disposition to this step:_____

Disposition this step:_____

Signature:_____Date:_____

Title:_____

Receipt of above form should be recorded at each step.

Delivered by:_____Date:_____

Received by:_____Date:_____

ARTICLE 19- HEALTH AND SAFETY OF THE INSTRUCTIONAL STAFF

The teachers shall report to their assigned duty stations at the times prescribed by the Board policy and/or administrative rules and regulations, unless expressly authorized to be absent from such duties by the Superintendent or building Principal. In the event of an act of God or student disruption which interrupts the normal routine of the school community, teachers shall be under the direct orders of the Superintendent and/or Principal, unless such orders present a clear and imminent danger to the health and safety of the teacher. The instructional staff shall not be required to report for duty if school has been cancelled due to weather or energy conditions, or to remain on duty after the students have vacated the building upon release by the building Principal because of weather or energy conditions; provided however, no employee shall be paid for any additional days required to be made up to meet the minimum school year as required by law. A system with callback communication to the office will be provided.

ARTICLE 20- IN SERVICE EDUCATION

The Board of Education may set aside four (4) days during the school year for in-service education. The school administration and the teaching staff shall cooperatively work out the in-service program and present the program to the Board of Education prior to approving the dismissal of the students. Teachers will be dismissed from their regular duties on in-service education days at the regular normal school times.

Training required by law for coaches (e.g., CPR) shall be considered professional development, and teachers shall be reimbursed for the full cost with prior administrative approval provided a teacher is employed as a coach by the Perry Local Schools. This does not include the cost for obtaining criminal background checks, and coaches must obtain training through no-cost or low-cost sources such as Public School Works or the Board's athletic conference whenever possible.

ARTICLE 21- INSTRUCTIONAL MATERIAL ALLOWANCE

The Board of Education shall appropriate each school year an amount equal to one hundred ($100.00) dollars for every classroom. A teacher is entitled to submit a purchase order(s) to the Superintendent for his/her consideration for approval in order to secure the materials and supplies for classroom use. Monies shall not be carried over to the next school year. Two (2) or three (3) classrooms may make a collective request for a single item of instructional equipment. Every effort will be made for the disbursement of these funds, if approved, on a fair and equal basis.

ARTICLE 22- LEAVES

A. Personal Leave

Certificated employees shall be granted no more than three (3) unrestricted days of paid leave per full school year for the conduct of personal business, which cannot be conducted outside the regular school day. A certificated employee who does not use all personal leave days may carry over one (1) day of such leave into the next school year. The maximum number of personal days to which a certificated employee may be entitled in any school year is four (4) Any personal days not used shall be compensated at a rate of $175.00 per

day, payable in the second check in June to a maximum of three (3) days per school year. Prior to the second pay in June, certificated employees will complete a verification form indicating their choice of either carryover or payment, if applicable.

All personal leave must be approved and shall not be charged to sick leave. Except in cases of urgent necessity, application for such leave shall be made in writing to the Superintendent or designee three (3) days prior to the beginning of such leave. Accumulated personal leave days will be printed on payroll statements.

Upon signing of such certification, the applicant shall not be required to state the specific reason for requesting such leave, except in of urgent necessity, such personal leave may be denied if a qualified substitute is not available.

Fraudulent use of personal leave shall be considered a failure to render services, which may result in appropriate disciplinary action.

B. Assault Leave

Any bargaining unit member who, through no fault of his or her own, sustains physical injuries as a result of a physical assault by any parent, student or other person while in the course of performing professional duties and/or in connection with their employment by the Board of Education may request a temporary leave of absence to recuperate from the injuries sustained in the assault.

After five (5) days of assault leave, additional assault leave shall be granted if:

1. The staff member makes a written application for leave;

2. If medical attention is required, the bargaining unit member provides a written physician's statement recommending the leave and stating the approximate duration as prescribed in R.C. 3319.143.

3. If requested, the bargaining unit member shall consent to an examination at Board expense by a Board-designated physician at a mutually agreeable time and place. If such examination is requested, the physician shall determine the nature of and approximate duration of the member's disability.

4. The bargaining unit member shall apply for workers' compensation. If the member is awarded workers' compensation benefits, the Board shall pay the member the difference between the benefits and his or her regular salary.

5. The bargaining unit member shall cooperate to the best of his/her ability in pursuing any legal or police action against the individual(s) alleged to have committed the assault.

The bargaining unit member shall immediately report the physical assault to the member's principal or immediate supervisor.

Except when it is physically impossible, an employee shall notify the Superintendent must within 24 hours of any physical assault and resulting physical injuries. Where possible, the Superintendent will assist the employee in completing any related form(s) that may be required by the Board. Upon request, and to the extent permitted by law, the Superintendent shall provide the employee with any available information in the District's possession that is relevant to the incident.

Assault leave shall not exceed thirty (30) days from the date of injury, or the date when workers' compensation payments are terminated, whichever first occurs. If a professional staff member makes a false application and/or falsifies any information within an application for assault leave, the member shall be subject to discipline, suspension, or termination.

C. Military Leave

In accordance with R.C. 3319.14, 143.22, and 5923.05, a military leave of absence shall be granted to any regular contract teacher who is inducted or called to active duty or who enlists for military duty with any branch of the Armed Forces of the United States.

Any teacher whose teaching service has been interrupted by active duty service in the Armed Forces shall be restored to his/her teaching position or a position of like nature, seniority, status, and pay.

D. Leave of Absence and Return From Leave

1. A teacher shall not earn sick leave, personal leave, or service credit on the salary schedule (increment) while on any approved unpaid leave. The leave shall not constitute a break in service for seniority purposes, and the returning teacher shall maintain the sick leave and service credit that he/she had earned before the beginning of the leave.

2. A short term unpaid leave of absence for a maximum of five (5) days may be granted by the Superintendent. The Treasurer shall deduct pay at the employee's per diem rate from the employee's next paycheck. Requests for leave shall be submitted in writing to the Superintendent at least ten (10) days in advance of the requested starting date. The request shall include a statement from the building principal that a qualified substitute is available and has been scheduled for the duration of the leave.

3. A teacher who has completed three (3) or more years of service in the District may be granted, upon written request, a leave of absence without pay for a period not to exceed one (1) year, or the remainder of the school year if the request is presented after the school year has begun. If the request is presented during the second semester the teacher may be granted leave for the remainder of that year plus one (1) full school year. The beginning and termination of leave shall be scheduled to create the least disruption to the educational program.

4. An employee on leave shall declare in writing to the Superintendent by April 10 of the year in which leave expires his or her intention of returning to service. An employee's failure to supply a statement by April 10 shall be deemed an automatic resignation.

5. A teacher on leave shall be permitted to purchase, at no cost to the Board, insurance benefits that are provided by the Board to other teachers.

6. A teacher returning from a leave shall be assigned in accordance with the teacher's certification, and to a position comparable to the one held prior to leave, if possible. Grade groupings are as follows: (K-6) and (7-12).

7. A teacher returning from a leave shall be subject to all provisions of this Agreement, as applicable.

E. Professional Leave

1. The Board of Education may grant professional leave to teachers employed to attend meetings, conferences, conventions, or workshops, or other events of a similar nature. Teachers who receive professional leave shall be paid their regular per diem salary. In all cases, the Superintendent must approve requests and related expenses prior to attendance. Expenses shall be in accordance with the following schedule:

   a. Mileage at the IRS reimbursement rate. Teachers are encouraged to share transportation in the interest of economy and conservation. Airfare shall be at the least expensive rate. Lodging will be at a single occupancy rate only.

   b. Meals will be reimbursed at the IRS CONUS rate. No reimbursement will be made for alcoholic beverages.

   c. Registration fee reimbursement shall be on the basis of membership with the event sponsor. If an employee who is not a member attends an event, any additional charge for non-member registration is the employee's responsibility.

      If a teacher wishes to attend a professional meeting at personal expense, the teacher shall submit a request, and the Superintendent's approval must be secured prior to attendance.

2. Professional leave shall be granted to representatives of the Perry Education Association to attend the Ohio Education Association Convention each year, provided leave shall not exceed the aggregate of two (2) teacher days annually.

F. Sick Leave

Sick leave shall be administered pursuant to the R.C. 3319.141. The rate of accumulation shall be 1-1/4 days per month at a maximum of fifteen (15) days per year for each year of employment. Each teacher's maximum accumulation shall be two hundred sixty (260) days. If a teacher's accumulated sick leave becomes exhausted, the Board shall advance

sick leave equal to the number of days that they would earn for the remainder of the current contract year (i.e., a proration of 15 days).

Teachers newly hired by the Board shall be credited with their unused accumulated sick leave, not to exceed the days accumulated upon certification from the teacher's prior employer pursuant to R.C. 3319.141.

Unused accumulation shall be reported to each teacher by the Treasurer monthly by way of payroll statement. A teacher may use sick leave in full, half- or quarter-day increments pursuant to R.C. 3319.141 for absence due to personal illness, pregnancy, injury, exposure to contagious disease, and illness, injury, or death in the employee's immediate family. Sick leave shall be limited to the maximum sick leave accumulated by the teacher. Immediate family shall include a teacher's spouse, mother, children (including stepchildren living in the teacher's home and grandchildren residing in the teacher's home without a resident parent), father, brother, sister, in-laws, grandparents, or other persons who have assumed a similar position as parents to the teacher, regardless of residence.

A sick leave form shall be provided by the Board of Education. Submitted forms shall be maintained by the Treasurer. Any teacher who has been on sick leave for ten (10) or more consecutive workdays shall, upon request of the Superintendent, provide a statement from the attending physician that the teacher is able to perform his or her assigned duties.

G. Sick Leave Pool

This Sick Leave Pool is intended to provide employees who exhaust their sick leave accumulation with additional sick leave days in cases of illness or injury to the employee or the employee's spouse, children, or parents. Upon submission of a note from a medical provider, consideration will be given to the request.

For purposes of this paragraph, the term "catastrophic illness or injury" shall include only those illnesses or injuries that are calamitous in nature, constituting a great misfortune.

Bargaining unit members requesting to withdraw and use days from the Sick Leave Pool shall notify the Treasurer in writing of their request and shall include a written statement from the member's or family member's physician indicating the anticipated length of the illness or injury.

Bargaining unit members requesting to donate days to the Sick Leave Pool shall notify the Treasurer in writing of the number of days to be donated and deducted. The notice shall include a signed statement by the employee authorizing the transfer. These additional limitations will apply:

1. Donations must be in units of one (1) day.

2. The employee to whom the days are given, or that employee's spouse, children, or parents residing in the employee's home, must personally have a catastrophic illness or injury.

3. Employees will not be eligible to participate in this program until they have accumulated one (1) year of seniority.

4. No more days can be given than are needed to serve out the regular school year.

5. The receiving employee must exhaust his/her sick leave and personal leave, and donated days must be used consecutively.

6. The employee who receives donated sick leave will not earn additional sick leave while using the donated leave days.

7. The total number of donated days an employee can use is sixty (60) in one (1) school year.

8. Any sick leave days donated will be forever forfeited.

9. The Board will be held harmless from the selection of participants.

H. Jury Duty Leave

Certificated teachers upon notification to the Superintendent shall be eligible for leave on days or partial days needed to serve jury duty. The teacher shall be paid the difference between his/her jury pay (if any) and his/her regular salary. Such leave shall not be deducted from sick leave and shall be administered in accordance with R.C. 2313.19 and 3313.211.

I. Parental Leave

1. A teacher may use accumulated sick leave for absence on account of the teacher's pregnancy or childbirth. Ordinarily, a teacher giving birth will be eligible to use sick leave for parental purposes during the two (2) calendar weeks prior to the expected delivery date and for the four (4) calendar weeks after the pregnancy.

   A teacher whose spouse is giving birth will be eligible to use sick leave for parental purposes for two (2) calendar weeks after the pregnancy.

   A teacher who adopts a child may use sick leave for two (2) calendar weeks after the adoption.

2. If a pregnancy-related disability extends beyond those periods of time, the teacher may use accumulated sick leave upon the Superintendent's receipt of satisfactory medical evidence of the teacher's disability. The Americans with Disabilities Act (ADA) shall apply, if relevant.

3. If a teacher has insufficient sick leave to cover the leave in paragraphs #1 and/or 2 of this section, the Board, upon the teacher's written request supported by a doctor's

statement, shall grant an unpaid leave. The medical examination requirements in paragraph #2 of this section will apply.

4. A teacher returning from parental leave shall be assigned in accordance with the teacher's certification, and to a comparable position to the one held prior to the leave, if possible.

5. A teacher on parental leave under this Article shall continue to accrue seniority for reduction in force purposes and may purchase at the teacher's own expense any group insurance benefits available to teachers.

ARTICLE 23- PAYROLL DEDUCTIONS

A. The Board shall pay teachers twenty-six (26) pays per year, bi-weekly. However, if both unions agree, the number of pay dates shall be changed to twenty-four (24) equal payments at the start of the next contract year after this occurs. The first check of the contract year will be the adjustment check for:

1. Retirement: Current rate adopted by law, with the deduction in an amount so that the deduction in each of the remaining pays will be in a multiple of five (5) cents.

2. City Tax Deduction: Current rate adopted by law, with the deduction in an amount so that the deduction in each of the remaining pays will be in a multiple of five (5) cents.

3. State Tax: The deduction in the Withholding Tax Table will be at the next higher amount to make it a multiple of five (5) cents. The deduction may vary from zero (0) to a maximum of $1.04 more per year than the amount listed in the Withholding Tax Table.

4. Federal Withholding Tax: The deduction in the Withholding Table will be used. Deductions are in multiples of five (5) cents.

5. Professional Dues: One twentieth (1/20) of the dues for the Perry Education Association will be deducted from twenty (20) consecutive checks beginning with the fourth check. If a teacher leaves the District, the balance of the dues not deducted during the school year will be deducted from the teacher's final check to the extent there are monies owed to that teacher. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure.

6. Other: Enrollment in the Credit Union and tax-sheltered annuities shall occur during the first fifteen (15) days of September and the first fifteen (15) days of January and shall become effective on the first of October and the first of February.

B. Paychecks will be directly deposited into any bank of a bargaining unit member's choice. If the Board fails to make a deduction for any member as provided above, it shall make the deduction from the member's next pay in which the deduction is normally scheduled after the error has been called to its attention (in writing) by the member.

C. Any additional voluntary payroll deduction accounts shall have a minimum of five (5) participants on the Perry staff. This rule will be waived for present staff members who already have established programs. Staff members may also be added to existing voluntary payroll deduction accounts that have fewer than five (5) participants.

ARTICLE 24- MILEAGE

All employees who are required to travel as a part of their school responsibilities will receive mileage at the IRS reimbursement rate. Approval by administration shall be obtained in advance of the travel.

ARTICLE 25- PROFESSIONAL PERSONNEL RECORD

A. Personnel records shall be filed in the Superintendent's office and shall include:

1. Application for employment, including references.
2. Copy of the latest, signed contract.
3. Copy of the latest salary notice.
4. Ohio Educator's License, original or copy.
5. Personal and professional data form.
6. Transcript of college credits showing the official records of the degree granted, original or certified copy.
7. Record of military service.
8. All bargaining unit members hired after June 30, 2013 shall complete the TB Questionnaire for New School Employees and Students, Allen County Combined Health District, Lima, Ohio.
9. Evaluation documents.
10. Other job-related documents.

B. Each teacher shall have the right, upon reasonable request, to review his/her personnel file. Upon request, a representative of the Perry Education Association may accompany the teacher. A teacher may acknowledge reading materials by affixing his/her signature and the date to the copy. The signature shall not indicate agreement with the content but only that the material has been inspected. The teacher shall have the right to reply, in writing, to any material in the file, and the reply shall be attached to the filed copy.

C. Anonymous letters or materials shall not be placed in a teacher's file, nor shall they be a matter of record.

D. A teacher shall be entitled to a copy of any material in his/her file.

E. A teacher will be notified when a person other than an administrator or supervisor requests to review or obtain a copy of the teacher's personnel file.

F. A copy of any document shall be signed and dated by the administration and shall be given to the teacher when it is placed in the file.

ARTICLE 26- WORKING CONDITIONS

A. The school year shall be one hundred eighty-two (182) days, two (2) of which may be Parent-Teacher Conference days. There will be two teacher directed workdays that will be individually member directed, one (1) before the start of the school year and one (1) after the students' last day of the school year. Principals will attempt to schedule equal length classroom periods for junior high and high school when school is delayed for up to three (3) hours. This will not result in an extended school day for students or staff unless necessary to satisfy state minimum hour requirements. To the extent feasible, the District will consider making up days when school is closed for calamity-related reasons before state-mandated testing in the spring.

If school is closed because of weather or other calamity, the first five (5) days will not be made up. Provided students have met the state minimum hours of instructional time, students will not need to be in attendance for make-up days that are not on the Board adopted calendar. Teachers will fulfill their contractual agreement [minus five (5) days] through professional development.

On days when school is closed due to adverse weather conditions or other conditions or events deemed by the Superintendent to be calamities, teachers shall not be required to work on those days.

When school is delayed due to weather or other conditions, teachers will report at the usual time, adjusted by the length of the delay (e.g., a two (2) hour delay results in a two (2) hour delay in the usual reporting time).

B. All teachers may be assigned appropriate starting and dismissal times, provided their workday shall be no longer than seven and one-half (7-1/2) hours. The schedule for each full-time equivalent classroom teacher shall include at least two hundred (200) minutes per week for instructional planning and evaluation and conferences. The District will make a reasonable effort to provide teachers with forty (40) consecutive minutes per day for planning and preparation.

The following shall be in effect for the 2025-2028 contract term:

1. There will be no more than two (2) mandatory meetings per month for Teacher-Based Team and Intervention Assistance Team (PAT/IAT) meetings. Planning time will not otherwise be routinely interrupted. If an administrator finds it

necessary to interrupt planning time, twenty-four (24) hours advance notice will be given, if possible.

2. At the end of each academic quarter, the District will release students two hours early on the final instructional day to allow bargaining unit members on-site time for end-of-quarter responsibilities. The scheduling of these early releases shall be determined in collaboration with the calendar committee and reflected in the adopted school calendar. This time shall be separate from and not deducted from planning time or professional development time.

3. Members shall not be assigned duties or responsibilities during the first fifteen (15) minutes of their workday, except for rotating cafeteria and arrival duties. A teacher shall be assigned such duties no more than once per week, except in cases of emergency.

These terms shall expire at 11:59 p.m. on June 30, 2028, unless specifically negotiated into any extension, rollover, or successor agreement.

For students in grades 7-12, the school day shall start at 7:50 a.m. and it shall start at 8:55 a.m. for students in grades K-6. In grades K-5, there shall be two (2) recess periods consisting of fifteen (15) consecutive minutes, with one in the morning and one in the afternoon.

C. Teachers shall be available as needed beyond the above established workday for meetings with students, parents, or other school personnel. Teachers shall be available for individual conferences with the administrative staff before or after normal school hours with twenty-four (24) hours' notice except in cases of an emergency. Such meetings and conferences shall not exceed thirty (30) minutes beyond the regular workday except in cases of emergency.

D. Teachers will not be expected to remain longer than one-half (1/2) hour beyond the seven and one-half (7-1/2) hour workday except to attend scheduled staff meetings with administrative personnel. These meetings shall be limited to nine (9) per year for grades 7-12, with no teacher required to attend a meeting after 3:45 p.m. No teacher in grades K-6 shall be required to attend a meeting before 8:30 a.m. for . There will be no more than one (1) meeting per month.

E. All grades will be on a nine (9) week grading period.

F. When a teacher completes sufficient additional semester hours of college training to qualify for a higher classification within the salary schedule and files with the Superintendent a transcript of college credits or other valid proof on or before the first week of the semester, the teacher shall qualify for the higher classification.

ARTICLE 27 - SEVERANCE PAY

Any member of the bargaining unit who has no less than six (6) years of service in the District, and who actually retires and is eligible for retirement benefits under STRS within one-hundred twenty (120) days from the date of separation from employment with the District may use their unused, accumulated sick leave for severance pay in the following manner.

1. The severance benefit shall be one-fourth (1/4) of the unused, accumulated sick leave not to exceed sixty-five (65) days.

2. Severance pay shall be made on a per diem rate at the time of actual retirement (i.e., based on the member's contractual salary excluding supplemental contracts divided by the total number of days in the school calendar).

3. The District will pay severance in the first pay in January in the calendar year after the member's retirement.

4. Payment shall be made only once to any member and shall extinguish all accumulated sick leave.

5. If a member who is eligible for severance dies before retirement, the member will receive the severance payment he/she would have been eligible to receive as of the date of death.

ARTICLE 28- SCHOOL CALENDAR

The Superintendent or designee shall meet with three (3) teachers appointed by the Perry Education Association to develop a school calendar for the consideration of the Board of Education in February. If the administration and the Association do not reach agreement on a calendar, each party shall make separate recommendations to the Board. Final determination shall be made by the Board of Education.

ARTICLE 29- SUBSTITUTING DURING PREPARATION PERIOD

The District may request, but not require, teachers to substitute for absent teachers during conference/planning time. If no teacher voluntarily agrees to work, the principal may assign the teacher with the least District seniority who is available during that period ("available teacher"). The available teacher will be paid for this additional substitute teaching time at the rate of twenty dollars ($20.00) per period. A teacher is no longer an available teacher and may not be required to forego conference time if the teacher has been a substitute three (3) times in any calendar week or twenty (20) times per year, unless there is no other available teacher during the period that must be staffed. The teacher and principal will share record keeping duties related to this article.

ARTICLE 30- STAFF REDUCTION

[SENIORITY REFERENCES ARE SUBJECT TO EVALUATION & RIF COMMITTEE ARTICLE]

In the event that it becomes necessary to suspend contracts of teaching personnel due to a decline in student enrollment, loss of funds, return to duty of regular teachers after leaves of absence or by reason of suspension of school or territorial changes affecting the district, the Perry Board of Education shall make the reduction in the following manner:

1. No Reduction in Force (RIF) program shall take place during the school year once that school year has begun. For the purpose of this section, "school year" shall be defined as beginning and ending days for classroom teachers.

2. Thirty (30) calendar days preceding the date of implementation, the Association president shall be notified of the Board's intent to consider reduction in force program.

3. Upon request, a meeting shall be held between representatives of the Association and the Board to give the Association the opportunity to express its views regarding such reduction

4. A list shall be prepared of all teachers according to contract status and seniority (current continuous service in the district) within all areas of the certification of each teacher. Those serving under continuing contracts shall be listed at the top of the list in descending order of seniority. Those serving under limited contracts shall be placed under those serving under continuing contracts also in descending order of seniority within all areas of certification. All approved leaves of absence shall be applied towards continuous service for seniority purposes. The list shall include the following information:

   a. limited or continuing contract status;

   b. date of most recent employment (continuous);

   c. areas of certification.

   As per ORC 3319.17, limited contract teachers shall have their contracts suspended prior to those of tenured teachers in each field of certification.

5. A list shall be prepared indicating the specific position(s) to be abolished. This statement shall be prepared (15) days prior to implementation, and shall be posted on staff bulletin boards and sent to the Perry Education Association.

   Correction if Inaccuracies: Each employee shall have a period of fifteen (15) days after posting of the seniority list in which to advise the Employer or its agents in writing of any inaccuracies which affect his/her seniority. The Employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and

post the updated list immediately. No protest shall be considered after fifteen (15) days of the posting of the seniority list and the list shall be considered as final until the next posting.

6. A reduction in force will be accomplished by applying the seniority list to the list of specific position(s) to be abolished; the teachers who presently hold those positions being abolished are the teachers to be suspended unless it is possible for the involved teacher(s) to bump a teacher(s) with less seniority in another area for which the involved teacher(s) is properly certified.

7. System-wide seniority shall be the basis of any reduction in the teaching staff. If ties occur in seniority regarding years of service, the teacher with the earliest date of board action to employ will be considered most senior. If ties still remain, the determination shall be made by the Superintendent.

8. A teacher(s) whose contract is suspended as a result of RIF program shall be given written notice.

9. All teachers whose contracts were suspended pursuant to this section shall be offered reemployment to fill any position(s) in which they are interested and certificated before any new person is considered to fill said position(s). Teachers shall have recall rights for two years (24 months) from their last work day.

10. A teacher who is offered a contract under the provisions of this policy must respond within four (4) days of receipt of said offer. Such offer will be sent by registered mail. If an individual does not accept a contract or fails to respond in the time stated, the individual will be placed at the bottom of the seniority list for that area of certification.

11. Teachers suspended pursuant to this section shall be given preferential consideration as substitute teachers in the Perry Local System.

12. Laid off teachers shall have the right to pay the total premium for group life, hospitalization and other group benefits paid to teachers for a period not to exceed two (2) years; if this is acceptable to the carriers of the benefits plan, and is not contrary to state statute.

ARTICLE 31 - TRANSFERS

Each teacher shall be assigned to a specific position for which the teacher is certificated and shall be notified in writing on or before July 15 of the assignment. Any teacher not notified shall be reassigned to the same position held the previous school year.

The Superintendent may reassign a teacher after July 15. Upon request, the teacher shall be granted a conference with the Superintendent before the transfer is made. The resignation of any teacher reassigned after July 15 shall be accepted by the Board of Education.

A. Voluntary Transfer and (or) Reassignment

When teachers wish to request a transfer, the following steps shall be followed:

1. A teacher may request a transfer request for one (1) or more specific positions or submit a request indicating a desire to transfer.

2. Applications for transfers will be submitted on forms supplied by the administration and provided in each school building during each school year.

3. A letter of request stating the reasons for the transfer shall accompany each application.

4. When a decision has been made concerning a transfer or assignment, the following criteria shall apply:

   a. Individual qualifications;

   b. Instructional requirements;

   c. Staff availability and experience; and

   d. Special criteria established by the administration to achieve staff balance or better staff utilization.

   Where, in the sole and exclusive opinion of the Superintendent, the foregoing factors are substantially equal, preference shall be given to the applicant with the greatest number of years of service in the District.

B. Involuntary Transfer and (or) Reassignment

When transfer is initiated by the principal, the following steps shall be followed:

1. When a problem is first identified, a conference shall be held between the teacher and principal to suggest steps to correct it.

2. If the problem is not satisfactorily resolved, the principal shall advise the teacher in writing that the principal is requesting a transfer of the teacher.

3. Upon receipt of this notice, the teacher may request conference with the Superintendent.

4. Teachers who are transferred involuntarily are to be informed in writing of the Superintendent's decision.

5. A teacher who is involuntarily transferred will be placed in a position for which the teacher is certified.

ARTICLE 32 - PARENT TEACHER CONFERENCES

Students will not be in attendance on parent-teacher conference days. The time for these two (2) conferences shall be as recommended by the calendar committee and adopted by the Board of Education pursuant to Article 28. Each conference day shall be completed in two (2) three-hour blocks during the same month, with one in the fall semester and one in the spring semester.

ARTICLE 33- PROMOTIONS/VACANCIES

Notice of any bargaining unit vacancy occurring during the regular teacher work year shall be emailed to all teachers not less than seven (7) working days before the position is filled.

Notice shall also be sent to the Perry Education Association. When school is not in session, notice of vacancies shall be sent by email. Except for vacancies occurring between August 1 and the beginning of school, teachers will be given five (5) calendar days after the notice is sent to indicate their interest by responding to the Superintendent.

ARTICLE 34- TUTORING

Teachers authorized by the administration to tutor students shall consult with the regular classroom teachers and the principal about the desired goals and assignments for the student to complete by the end of the tutoring sessions. The tutor shall be responsible for the assigning and grading of all work. If tutors with valid licensure are hired by the Board, they shall be employed on an "as-needed" basis and paid an hourly rate determined by the Superintendent in consultation with the Association.

ARTICLE 35- INSURANCE

A. Life Insurance

The Board shall provide a group term life insurance policy in the amount of $25,000 for all employees, and the Board shall pay the entire cost of life insurance during the term of this contract.

B. Hospitalization - Dental

1. For all full-time employees, the Board will pay 85% of the premium stated in Summary Plan Description for each plan offered by the Allen County Schools Health Plan, with employees paying the remaining 15%. The Board's premium costs for all part-time employees shall be prorated according to their scheduled hours of employment.

2. For all full-time employees, the Board will pay 98% of the dental coverage of the plan offered by the Allen County Schools Health Plan. The Board's premium costs for all part time employees shall be prorated according to their scheduled hours of employment.

3. Employees' premium shares for health and dental insurance shall be paid through payroll deductions.

C. Employees shall be covered by insurance as noted in this article, provided they comply with the terms of the insurance company's procedures concerning matters such as eligibility and enrollment.

ARTICLE 36 - DEFINITIONS

"Association" means the Perry Education Association and its affiliated organization, which is the exclusive bargaining agent for the bargaining unit.

"Board," "District," and "Employer" all mean the Perry Local School District and its Board of Education, which is a party to this Agreement.

"Days" means calendar days except when otherwise indicated in this Agreement.

"Employee" and "teacher" mean a person who is a member of the bargaining unit as defined in Article 1 of this Agreement.

"Immediate Supervisor" means the supervisor to whom the employee directly reports.

"NEA" means the National Education Association.

"PEA" means the Perry Education Association.

"OEA" means the Ohio Education Association.

ARTICLE 37 - INVESTIGATORY INTERVIEW

A bargaining unit member has the right to the presence of a representative during an investigatory interview that could reasonably be expected to lead to disciplinary action. An evaluation is not an investigatory interview.

ARTICLE 38 - COMMITTEE ATTENDANCE

Teachers will be paid twenty-five dollars ($25.00) per hour for attendance at District Leadership Team (DLT) and Ohio Teacher Evaluation System (OTES) committee meetings. The Superintendent may designate other committees as eligible for pay at his/her discretion. Unless specified elsewhere in this Agreement, the principal shall determine the number of participants on each committee and the number of hours that a committee meets.

ARTICLE 39 - COMMUNICABLE DISEASES

Employees who are diagnosed with a communicable disease shall be entitled to all rights and benefits provided by state and federal law.

No employee's employment shall be affected so long as the employee is able to do his/her job and the health and safety of other employees or students are not adversely affected.

ARTICLE 40 - TUITION FREE ENROLLMENT

Any dependent children of bargaining unit members may attend the Perry Local School District tuition free.

ARTICLE 41 - SEXUAL HARASSMENT

Sexual harassment is a form of misconduct that undermines the integrity of the employment relationship. No member of the bargaining unit shall be subjected to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical. Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, which is personally offensive, debilitates morale, and interferes with work effectiveness.

A member who feels they have been sexually harassed shall file a complaint in writing. A copy of the complaint shall be given to the member against whom the charge has been made. Sexual harassment may result in disciplinary action following a just cause hearing.

ARTICLE 42 - FAMILY LEAVE

During any contract year (July–1 - June 30) a full-time teacher may take an unpaid leave of absence for up to twelve (12) continuous weeks pursuant to the Family and Medical Leave Act (FMLA).

A teacher requesting FMLA leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave if the need for leave is foreseeable. The written notice also must specify the teacher's intent to request FMLA leave or "family leave."

During FMLA leave, the Board shall continue paying employer premium contributions for the teacher to continue participation in life, dental, and health insurance. The teacher must continue paying employee contributions for any such insurance to the Treasurer by the first day of the month. If the teacher does not pay his/her contribution, the Board will not be obligated to contribute its premium share in order to maintain the coverage.

ARTICLE 43 - TEACHING LICENSE REIMBURSEMENT

Upon delivery of the renewed teaching license that is necessary in a teacher's assigned grade level and subject area by no later than August 1 of each year, the Board shall reimburse the teacher for the fee charged by the State Board of Education. A receipt shall be submitted on the appropriate form for reimbursement.

If the teacher leaves employment with the Board during the first twelve (12) months after renewing a license, the cost of the license plus five percent (5%) shall be repaid to the Board. After twelve (12) months, only a five percent (5%) handling fee will be repaid to the Board.

ARTICLE 44 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The District's Local Professional Development Committee (LPDC) shall be subject to the following terms.

1. Structure
   There shall be one (1) LPDC Consortium for the Spencerville, Perry & Bath Local School Districts, hereafter known as "SPEBA."

2. Membership
   This committee shall consist of one (1) representative selected by the Teacher Education Association of each member district, and no less than two (2) administrators selected by the Superintendent of the member districts.

3. Terms of Office
   a. A Chairperson shall be elected by a majority vote of the members of the LPDC. This Chairperson shall serve a two (2) year term from September to September.
   b. A Secretary/Recorder shall be appointed or hired. This Secretary/Recorder shall serve a one (1) year term from September to September as an ex officio member.
   c. Remaining members shall serve either two (2) or three (3) year terms from September to September initially, and two (2) year terms thereafter.
   d. All members may succeed themselves in new terms.

4. Vacancies
   a. If an Association vacancy exists, it shall be filled by the Association of that district.
   b. If an administrative vacancy exists, it shall be filled by the Superintendents.

5. Removal
   a. The association members on the LPDC shall be removed from the committee in accordance with procedures found within the Association's Constitution and By-Laws.
   b. The administrative members on the LPDC shall be removed according to procedures established by the Superintendents.

6. Meetings and Remuneration
   a. The LPDC will schedule the meetings during the regular workday, which shall include a training session for LPDC members in early September each year. These meeting days are on release time with no compensation to a member other than his/her regular daily pay.
   b. Meetings required in excess of those release days in order for the LPDC to complete its required business shall occur outside the regular workday, and members shall be compensated at a rate set pursuant to the locally negotiated Agreement for actual meeting time ($15.00/hour), up to a maximum of ten (10) hours.

7. Training
   a. Each new LPDC member shall participate in professional development designed to prepare the member for his/her role with the LPDC.
   b. The LPDC member, as a part of his/her Individual Professional Development Plan,

may use this training to satisfy professional development requirements.

8. Collaboration
The LPDC will have the opportunity to work collaboratively with other districts to develop procedures, forms, and policies to create efficient and effective opportunities for professional development for educators within the districts.

ARTICLE 45 – STRS EMPLOYER PICK UP PLAN

In accordance with Section 414(h) of the Internal Revenue Code, the Board will provide at no cost to itself a "salary reduction employer pick-up plan" to defer federal and state income taxes for STRS members (i.e., a "paper pick-up" at no additional cost to the Board).

ARTICLE 46 – REIMBURSEMENT FOR GRADUATE COURSE WORK

Any bargaining unit member with more than one (1) year of service in the District who enrolls in an accredited college or university between September 1 and August 31, shall be reimbursed the actual cost per credit hour up to $1,000 per year for each hour of eligible course work successfully completed. Payment will be made to the member upon receipt of a certified transcript and verification of tuition payment by the member. Submission of transcripts and payment verification are the sole responsibility of the member, and the member must submit these records to the Treasurer within sixty (60) days of course completion for reimbursement.

ARTICLE 47 – SALARY

The base salary will raise 3.50% for the 2025-2026 school year, 3.25% for the 2026-2027 school year, and 3.00% for the 2027-2028 school year.

The Board shall not be required to provide teachers with individual annual salary notices until thirty (30) days after the conclusion of negotiations or by August 1, whichever is later.

ARTICLE 48 – FAIR SHARE FEE

If the United States Supreme Court reverses its 2018 decision in *Janus v. AFSCME* and fair share fees are no longer unconstitutional, the fair share language in Article XLIX of the parties' 2017-2019 Collective Bargaining Agreement will be reinstated.

ARTICLE 49 – LIBRARIAN

A. The Librarian will oversee the operations of both school libraries.

B. The librarian's main work area will be the High School library, with necessary time spent at the Elementary School library.

C. The District will assign an Educational Aide to assist the Librarian, who will supervise student and library activities in the school library on those days and times not supervised by the Librarian.

D. The Librarian will develop and propose a flexible schedule each month to the Elementary School and the High School principals with the assignments of the Librarian and the Aide for the next month.

E. The parties may meet during the school year to discuss and attempt to resolve problems that may arise with this change.

F. The Librarian may receive five (5) days of extended service, determined by mutual agreement with the Superintendent or designee.

ARTICLE 50 – PREVIOUSLY RETIRED TEACHERS (PRTs)

The Board may fill a vacancy with a previously retired certificated/licensed applicant subject to the conditions provided below.

A. Previously Retired Teachers (PRTs) shall be awarded one (1)year contracts, which shall automatically expire at the end of each school year without any performance evaluation or notice of non-renewal.

B. PRTs may be re-employed from year to year with Board approval but shall not be eligible for continuing contract status. If rehired for the following year, a PRT shall move to the next step on the applicable salary schedule column, subject to paragraph G. below.

C. For purposes of Reduction in Force, PRTs shall not accrue seniority and shall have no right to recall.

D. PRTs are eligible for sick leave accumulation up to a total of fifteen (15) days per year commencing with the first year of re-employment. PRTs shall carry over no accumulated and unused sick leave from any prior public employment.

E. PRTs shall not be eligible to participate in any contractual retirement incentive program or to receive severance pay upon separation from employment.

F. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if a PRT is rehired.

G. For purposes of salary schedule placement, a PRT shall be granted any number of years of service credit upon initial re-employment, as determined by the Superintendent upon recommendation to the Board. If rehired for the following year, the PRT shall move to the next step on the applicable salary schedule column. PRTs will be credited with all earned training and degrees for column placement purposes.

H. The Board will not cover PRTs on group insurance plans. This paragraph may be renegotiated upon request of either party if STRS adopts a rule or legislation is enacted requiring re-employed retirees to be covered under employer insurance plans, or as determined by the Superintendent.

I. Tuition reimbursement will not be provided to PRTs.

J. PRTs will be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by the specific provisions of this Article.

ARTICLE 51 - NON-DISCRIMINATION

A. The Board will not discriminate against any bargaining unit member in any manner prohibited by state or federal law.

B. The sole and exclusive enforcement of this provision shall be obtained from the appropriate state and/or federal agency.

ARTICLE 52 - ACADEMIC DISTRESS

The parties agree to incorporate the provisions of R.C. 3302.10 as if rewritten herein.

The parties agree to this Agreement for a term from July 1, 2025 until June 30, 2028, inclusive.

For the Perry Education Association:

Name _____ Date 7/8/2025

For the Perry Local School District Board of Education

Name _____ Date 7/22/25

EXHIBIT A

PERRY LOCAL SCHOOLS SALARY SCHEDULE
2025-26

3.5% Raise 7-1-25

STRS #0208

Years	BA	BA ≥ 150	MA	MA +15	Years
0	42,394	44,005	46,421	49,643	0
1	44,005	45,828	48,456	51,890	1
2	45,616	47,651	50,491	54,137	2
3	47,227	49,474	52,526	56,384	3
4	48,838	51,297	54,561	58,631	4
5	50,449	53,120	56,596	60,878	5
6	52,060	54,943	58,631	63,125	6
7	53,671	56,766	60,666	65,372	7
8	55,282	58,589	62,701	67,618	8
9	56,893	60,411	64,736	69,865	9
10	58,504	62,234	66,771	72,112	10
11	60,115	64,057	68,805	74,359	11
12	61,726	65,880	70,840	76,606	12
13	62,574	67,152	72,875	78,853	13
17	63,337	67,703	74,910	81,100	17
21	63,549	67,830	75,928	82,244	21
25	63,761	67,915	76,945	83,347	25
29	65,372	69,738	78,980	85,593	29
30	66,983	71,561	81,015	87,840	30

Years	BA	BA ≥ 150	MA	MA +15	Years
0	1.000	1.038	1.095	1.171	0
1	1.038	1.081	1.143	1.224	1
2	1.076	1.124	1.191	1.277	2
3	1.114	1.167	1.239	1.330	3
4	1.152	1.210	1.287	1.383	4
5	1.190	1.253	1.335	1.436	5
6	1.228	1.296	1.383	1.489	6
7	1.266	1.339	1.431	1.542	7
8	1.304	1.382	1.479	1.595	8
9	1.342	1.425	1.527	1.648	9
10	1.380	1.468	1.575	1.701	10
11	1.418	1.511	1.623	1.754	11
12	1.456	1.554	1.671	1.807	12
13	1.476	1.584	1.719	1.860	13
17	1.494	1.597	1.767	1.913	17
21	1.499	1.600	1.791	1.940	21
25	1.504	1.602	1.815	1.966	25
29	1.542	1.645	1.863	2.019	29
30	1.580	1.688	1.911	2.072	30

PERRY LOCAL SCHOOLS SALARY SCHEDULE
2026-27

3.25% Raise 7-1-26

STRS #0208

Years	BA	BA ≥ 150	MA	MA +15	Years
0	43,772	45,435	47,930	51,257	0
1	45,435	47,318	50,031	53,577	1
2	47,099	49,200	52,132	55,897	2
3	48,762	51,082	54,234	58,217	3
4	50,425	52,964	56,335	60,537	4
5	52,089	54,846	58,436	62,857	5
6	53,752	56,729	60,537	65,177	6
7	55,415	58,611	62,638	67,496	7
8	57,079	60,493	64,739	69,816	8
9	58,742	62,375	66,840	72,136	9
10	60,405	64,257	68,941	74,456	10
11	62,069	66,139	71,042	76,776	11
12	63,732	68,022	73,143	79,096	12
13	64,607	69,335	75,244	81,416	13
17	65,395	69,904	77,345	83,736	17
21	65,614	70,035	78,396	84,918	21
25	65,833	70,123	79,446	86,056	25
29	67,496	72,005	81,547	88,376	29
30	69,160	73,887	83,648	90,696	30

Years	BA	BA ≥ 150	MA	MA +15	Years
0	1.000	1.038	1.095	1.171	0
1	1.038	1.081	1.143	1.224	1
2	1.076	1.124	1.191	1.277	2
3	1.114	1.167	1.239	1.330	3
4	1.152	1.210	1.287	1.383	4
5	1.190	1.253	1.335	1.436	5
6	1.228	1.296	1.383	1.489	6
7	1.266	1.339	1.431	1.542	7
8	1.304	1.382	1.479	1.595	8
9	1.342	1.425	1.527	1.648	9
10	1.380	1.468	1.575	1.701	10
11	1.418	1.511	1.623	1.754	11
12	1.456	1.554	1.671	1.807	12
13	1.476	1.584	1.719	1.860	13
17	1.494	1.597	1.767	1.913	17
21	1.499	1.600	1.791	1.940	21
25	1.504	1.602	1.815	1.966	25
29	1.542	1.645	1.863	2.019	29
30	1.580	1.688	1.911	2.072	30

PERRY LOCAL SCHOOLS SALARY SCHEDULE
2027-28

3.0% Raise 7-1-27					STRS #0208
Years	BA	BA ≥ 150	MA	MA +15	Years
0	45,085	46,798	49,368	52,795	0
1	46,798	48,737	51,532	55,184	1
2	48,511	50,676	53,696	57,574	2
3	50,225	52,614	55,860	59,963	3
4	51,938	54,553	58,024	62,353	4
5	53,651	56,492	60,188	64,742	5
6	55,364	58,430	62,353	67,132	6
7	57,078	60,369	64,517	69,521	7
8	58,791	62,307	66,681	71,911	8
9	60,504	64,246	68,845	74,300	9
10	62,217	66,185	71,009	76,690	10
11	63,931	68,123	73,173	79,079	11
12	65,644	70,062	75,337	81,469	12
13	66,545	71,415	77,501	83,858	13
17	67,357	72,001	79,665	86,248	17
21	67,582	72,136	80,747	87,465	21
25	67,808	72,226	81,829	88,637	25
29	69,521	74,165	83,993	91,027	29
30	71,234	76,103	86,157	93,416	30

Years	BA	BA ≥ 150	MA	MA +15	Years
0	1.000	1.038	1.095	1.171	0
1	1.038	1.081	1.143	1.224	1
2	1.076	1.124	1.191	1.277	2
3	1.114	1.167	1.239	1.330	3
4	1.152	1.210	1.287	1.383	4
5	1.190	1.253	1.335	1.436	5
6	1.228	1.296	1.383	1.489	6
7	1.266	1.339	1.431	1.542	7
8	1.304	1.382	1.479	1.595	8
9	1.342	1.425	1.527	1.648	9
10	1.380	1.468	1.575	1.701	10
11	1.418	1.511	1.623	1.754	11
12	1.456	1.554	1.671	1.807	12
13	1.476	1.584	1.719	1.860	13
17	1.494	1.597	1.767	1.913	17
21	1.499	1.600	1.791	1.940	21
25	1.504	1.602	1.815	1.966	25
29	1.542	1.645	1.863	2.019	29
30	1.580	1.688	1.911	2.072	30

EXHIBIT B

Athletic Supplemental Contracts

The following is the supplemental salary for those involved in coaching athletics:

Base Salary: FY26 - 42,394 | FY27 - 43,772 | FY28 - $45,085

1. *Coaches will be given up to 4 years of experience to be based on the bachelor's column of the teacher's salary schedule (0,1,2,3 levels).*
   A. Coaches coming into our system with experience will be placed on their appropriate level.
   B. Coaches already in the system will start where they are.
   C. Years as an assistant will not apply toward a head coaching position.
   D. Years in one sport will not apply towards another sport.
2. *In order to have the position filled and paid, there must be a team for the assignment. For example, in order to fill 9th Grade Volleyball Coach, you must have a 9th grade volleyball team.*

LEVEL I	15%
Athletic Director	
Head Football	
Head Boys Basketball	
Head Girls Basketball	

LEVEL 2	12%
Head Volleyball	
Head Track	
Head Baseball	
Head Softball	

LEVEL 3	10%
Asst HS Football (3)	
Var Asst Volleyball	
Var Asst Boys Basketball	
Var Asst Girls Basketball	
Var Asst Baseball	
Var Asst Softball	
JV Football	
JV Boys Basketball	
JV Girls Basketball	

LEVEL 4	8%
Assistant Athletic Director (2)	
Faculty Manager / Associate Athletic Director (2)	
Cross Country	
Golf	
JV Volleyball	
JV Baseball	
JV Softball	
9th Grade Football	

LEVEL 4	8%
9th Grade Volleyball	
9th Grade Boys Basketball	
9th Grade Girls Basketball	
9th Grade Baseball	
9th Grade Softball	
Asst Track (3)	

LEVEL 5	7%
Jr High Football (2)	
Jr High Volleyball (2)	
Jr High Boys Basketball (2)	
Jr High Girls Basketball (2)	
Jr High Baseball (2)	
Jr High Softball (2)	
Jr High Track (2)	
Jr High Cross Country	
Jr High Golf	
Bowling	
Weight Program Director	

LEVEL 6	4%
Head Cheer Advisor - Football	
Head Cheer Advisor - Basketball	

LEVEL 7	2.50%
Asst HS / 9th Gr Cheer - Football	
Asst HS / 9th Gr Cheer - Basketball	
JV Cheer Advisor - Football	
JV Cheer Advisor - Basketball	
Jr High Cheer Advisor - Football	
Jr High Cheer Advisor - Basketball	

EXHIBIT C

Academic Supplemental Contracts

The supplemental contract salary is for those contracts not included in the athletic salary schedule or paid 1/9 extended service basis. These supplemental contract salaries will be raised the same percentage as the base.

	2025-26 3.5% Raise	2026-27 3.25% Raise	2027-28 3.0% Raise
Anchor Club Advisor (HS)	471	486	501
(HS)Art Club Advisor	478	494	509
Band Director (HS) - 20 extended days	Daily Rate	Daily Rate	Daily Rate
Class Plays / Elementary Operetta	1179	1217	1254
Color Guard / Auxiliary	1432	1478	1523
Pep Band	1179	1217	1254
Freshman Class Advisor	391	403	415
Greenhouse Advisor	1375	1420	1463
IEP Writing	1669	1724	1775
Junior Class / Prom Advisor	1191	1230	1267
Musical Plan Director (HS)	2040	2107	2170
National Honor Society (HS)	1179	1217	1254
National Honor Society (JH)	471	486	501
Newspaper Advisor	1375	1420	1463
Post Prom Advisor	1191	1230	1267
Publications (EL)	1179	1217	1254
Quiz Bowl (EL) (1)	1179	1217	1254
Quiz Bowl (HS)	1179	1217	1254
Quiz Bowl (JH)	1179	1217	1254
SADD Advisor (HS)	1179	1217	1254
Saturday School Monitor per hour	27.87	28.77	29.64
Senior Class Advisor	583	601	619
Sophomore Class Advisor	391	403	415
Spelling Bee (EL)	471	486	501
Student Council Advisor (EL)	484	500	515
Student Council Advisor (HS)	484	500	515
Student Council Advisor (JH)	484	500	515
Varsity P Club Advisor (HS)	1179	1217	1254
Yearbook Advisor (HS)	2639	2725	2807

MEMORANDUM OF AGREEMENT

Made as of June 18, 2025, by and among the Perry Local School District Board of Education ("Board") and the Perry Education Association "Association;"

In consideration of the mutual agreement as set forth below, the Board of Education and the Association agree as follows:

1. **Health Reimbursement Account**. The Board will provide a Health Reimbursement Account (HRA). The Board shall be the custodian of the HRA. Distribution of funds from the HRA shall be made by the Board for qualified medical and dental expenses pursuant to IRS Code 213(d).

2. **Board Contributions to HRA**.

   a. Between July 1, 2025 and June 30, 2028, for each eligible full-time employee (i.e., those currently receiving Board-provided health insurance), the Board will make contributions to an HRA account in the following amounts:

      (1) For all eligible employees, $160.00 per month.

      (2) For employees who opt for the **Medium** deductible plan, an additional amount equal to $41.66 per month for employees with single insurance, and $83.33 per month for employees with family insurance.

      (3) For employees who opt for the **High** deductible plan, an additional amount equal to $62.50 per month for employees with single insurance, and $125.00 per month for employees with family insurance.

      (4) Contributions for part-time employees shall be pro-rated.

      (5) If available through the Board's provider, reimbursements will be deposited on a debit card upon the teacher's written request.

3. **Terms and Conditions**

   a. Any money remaining in the account at the end of the insurance year (December 31 of each calendar year) shall revert to the general fund.

   b. The Board's third-party administrator may charge administrative fees for HRAs, such as a monthly fee per participating employee, which the Board has not previously incurred. The Board's HRA contributions in paragraph 3 of this Memorandum of Agreement will be reduced by the amount of these fees, which shall not exceed $3.00/month per employee for each month of the insurance year. The parties' intent is that, in making HRA contributions, the Board shall incur no additional cost beyond what it incurred for FSA contributions.

4. **Further Negotiations**: The parties agree to further negotiate about the subject of this Memorandum of Agreement as part of negotiations for a successor agreement in Spring 2028.

5. **Relation to Collective Bargaining Agreement**: Except as specifically superseded herein, the health insurance provisions of the collective bargaining agreement remains in full force and effect, and this Memorandum of Agreement shall not affect the interpretation of the agreement between the Board of Education and the Association and will not be used against either party as past practice or precedent.

6. **Relation to R.C. Chapter 4117**: The Association agrees to waive any rights to file a grievance or an unfair labor practice charge with the State Employment Relations Board complaining of the facts and events that gave rise to this Agreement or the actions to be taken pursuant to this Agreement.

PERRY EDUCATION ASSOCIATION

CJ Meyer — 7/8/2025
Date

PERRY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

[signature] — 7/14/25
Board of Education President — Date

Kelly Schorle — 06/30/2025
Superintendent — Date

Mandy L Frame — 06/18/2025
Treasurer — Date

R.C. 5705.412 CERTIFICATION OF ADEQUATE REVENUE FOR CONTRACT

The Perry Local School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time the Board of Education approved the attached Agreement, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendar for the term of the Agreement between the Board and the Perry Education Association, effective from July 1, 2025 through June 30, 2028.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education and Workforce.

Treasurer

Superintendent

Board President

June 18, 2025

Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name: Evaluator Name:

☐ Self-Directed (Accomplished)

☐ Jointly Developed (Skilled)

☐ Evaluator Guided (Developing)

Choose the **Domain(s)** aligned to the goal(s).			
☐ Focus for Learning ☐ Knowledge of Students ☐ Lesson Delivery		☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities	
Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed
Describe the alignment to district and/or building improvement plan(s):			
Comments:			

Teacher's Signature: Date of Signature:

Evaluator's Signature: Date of Signature:

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