

K # 28819

L O C A L
PERRY
S C H O O L S

STATE EMPLOYMENT
RELATIONS BOARD

2012 OCT -4 PM 2:24

11-MED-02-0133

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

1264-01

**AN AGREEMENT BETWEEN
THE PERRY CLASSROOM TEACHERS ASSOCIATION**

and

THE PERRY BOARD OF EDUCATION

for the

Contract Years

- 2011-2012**
- 2012-2013**
- 2013-2014**

TABLE OF CONTENTS

		Page
Article I	Agreement	5
	A. Purpose	5
	B. Recognition and Association Rights	5
	C. Association Rights and Responsibilities	5
	D. Management Rights	5
	E. Negotiations Procedure	6
	F. Provisions Contrary to Law	6
	G. Duration and Acceptance	7
Article II	Grievance Procedure	7
	A. Definitions	10
	B. Purpose	10
	C. Informal Procedure	10
	D. Formal Procedure	10
Article III	Teacher Rights	10
	A. Teacher Rights	12
	B. Personnel Files	13
	C. Notice of Vacancy	15
	D. New Positions	15
	E. Drug Free Workplace	15
	F. Employment of Retired Teachers	15
	G. Tutors	17
	H. Physical Examination	19
Article IV	Work Year and Work Day	20
	A. Work Year	21
	B. Work Day	22
	C. Planning Time	22
	D. Oversight Instruction	24
Article V	Salary and Compensation	25
	A. Employment Responsibilities	26
	B. Experience Credit	27
	C. Teachers' Salary Schedule	28
	D. Longevity Bonus	29
	E. Certification/Licensure	30
	F. Committee Compensation	30
	G. Mastery Learning Training	31
	H. Automatic Payroll Deposit	31
	I. Curriculum, Instruction, and Assessment Work	32
	J. Certified Associates' Salary Schedule	32
	K. Longevity Bonus	32
	L. Incentive Stipend	33
	M. Mileage	33
	N. Steps	34



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Perry Board of Education (Board of Education) and the Perry Classroom Teachers Association (Association) this 13th day of June 2012.

WHEREAS, the Board of Education and Association have entered into a Collective Bargaining Agreement which is effective from June 1, 2011 through June 30, 2014;

WHEREAS, the parties have entered into certain agreements with regard to the supplemental position of Assistant Football Coach that affects the Association and in that regard, desire to memorialize their agreements pertaining to same;

WHEREAS, the parties intend to amend their current Collective Bargaining Agreement as set forth hereinafter, and further intend that all remaining sections of the Collective Bargaining Agreement that are not inconsistent herewith, shall remain in full force and effect;

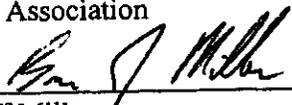
NOW THEREFORE, IT IS HEREBY AGREED by and between the Board of Education and the Association that the following language shall constitute their Agreement as it relates to these matters in Article VII Supplemental Contracts of the Collective Bargaining Agreement:

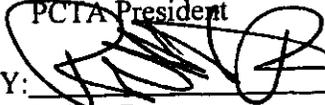
1. This MOA is in reference to section VII-B Interscholastic Athletic Supplemental Duty.
2. It is mutually agreed that the PHS Assistant Football Coach be increased from 5 to 6 Assistant Coaches.

Supplemental Position	0-3 or Non-bargaining Unit Member	4 -6 Years	7+ Years
PHS Assistants (6)	\$4,784.00	\$5,430.00	\$6,077.00

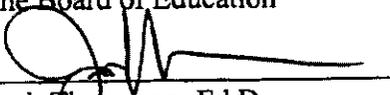
IT IS FURTHER AGREED that this Memorandum of Agreement is intended to clarify the language of the Collective Bargaining Agreement as it relates to matters involving Article VII-B.

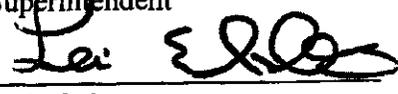
For the Association

BY: 
 Jeff Miller
 PCTA President

BY: 
 Robert Renau
 PCTA Vice President

For the Board of Education

BY: 
 Jack Thompson, Ed.D.
 Superintendent

BY: 
 Lewis Galante
 Chief Financial Officer

MEMORANDUM OF AGREEMENT
between the
Perry Classroom Teachers Association (PCTA)
and the
Perry Local Schools Board of Education

This Memorandum of Agreement is entered into by and between the Perry Board of Education (Board of Education) and the Perry Classroom Teachers Association (Association) this 31 day of July 2012.

WHEREAS, the Board of Education and Association have entered into a Collective Bargaining Agreement which is effective from June 1, 2011 through June 30, 2014;

WHEREAS, the parties have entered into certain agreements with regard to online make up of excess calamity days that affects the Association and in that regard, desire to memorialize their agreements pertaining to same;

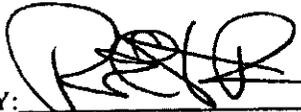
NOW THEREFORE, IT IS HEREBY AGREED by and between the Board of Education and the Association that the following language shall constitute their Agreement as it relates to these matters:

1. This plan is submitted, pursuant to approval of the Board of Education, prior to August 1.
2. This plan includes the written consent of the teachers' employee representative as designated under division (B) of section 4117.04. Such consent is on file in the official file of the Board of Education and is hereby incorporated into this plan as if specifically rewritten.
3. Not later than November 1 of the current school year, each classroom teacher shall develop a sufficient number of lessons for each course taught by the teacher with such lessons requiring, in the judgment of the teacher, an amount of time equal to or greater than the amount of instructional time the student would receive for three school days in such teacher's class.
4. The teacher shall designate the order which the lessons are to be posted on the District's web portal or web site.
5. Teachers will be given time to upload instructional plans to the designated web portal during a Professional Development Day.
6. Teachers will update or replace such lessons as necessary throughout the school year based on the instructional progress of students.
7. As soon as practicable after an announced school closure in excess of the number of days permitted under section 3313.48, staff members designated by the appropriate administrator shall make the designated lessons available on the District's portal or site. Each lesson shall be posted for each course that was scheduled to meet on the day of the school closing.
8. Each student enrolled in a course for which a lesson is posted shall be granted a two-week period from the date of posting to complete the lesson. If the student does not complete the lesson within this time period, the student will receive an incomplete or failing grade unless a reason sufficient to the teacher is provided.
9. Students without access to a computer shall be permitted to complete the posted lessons at school after the reopening of school. Students utilizing this option will be granted two weeks from the date of reopening to complete such lessons. If the student does not complete the lesson within this time period, the student will receive an incomplete or failing grade unless a reason sufficient to the teacher is provided. The District will provide access to district computers before, during, or after the school day (provided that the equipment is available and accessible at those times) or may provide a substantially similar paper lesson in order for students to complete the assignments.

10. The Board of Education hereby authorizes "Blizzard Bags" which are paper copies of the lessons posted online. Teachers shall prepare paper copies approximating the content of the online lessons and shall update such paper copies when updating any of the lessons. "Blizzard Bags" shall be distributed to all students who express the inability to access the lesson online by no later than December 1 of the school year or such other date as may be selected by the Superintendent. Students shall submit completed lessons to the teachers assigning such lessons not later than two weeks after the date of school closing in excess of the number of days permitted under section 3313.48.

For the Association:

BY: 
Jeff Miller, President

BY: 
Robert Renau, PCTA Vice President

For the Board of Education:

BY: 
Jack Thompson, Superintendent

BY: 
Lewis Galante, Chief Financial Officer



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Perry Board of Education (Board of Education) and the Perry Classroom Teachers Association (Association) this 13th day of June 2012.

WHEREAS, the Board of Education and Association have entered into a Collective Bargaining Agreement which is effective from June 1, 2011 through June 30, 2014;

WHEREAS, the parties have entered into certain agreements with regard to Web Master that affects the Association and in that regard, desire to memorialize their agreements pertaining to same;

WHEREAS, the parties intend to amend their current Collective Bargaining Agreement as set forth hereinafter, and further intend that all remaining sections of the Collective Bargaining Agreement that are not inconsistent herewith, shall remain in full force and effect;

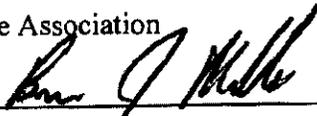
NOW THEREFORE, IT IS HEREBY AGREED by and between the Board of Education and the Association that the following language shall constitute their Agreement as it relates to these matters in Article VII Supplemental Contracts of the Collective Bargaining Agreement:

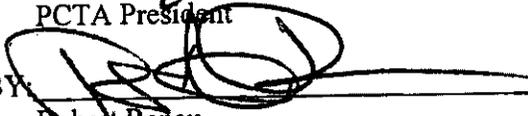
1. This MOA is in reference to section VII-A Extracurricular Supplemental Duty
2. It is mutually agreed that the District create a supplemental position of Web Master.

Supplemental Position	0-3 or Non-bargaining Unit Member	4 -6 Years	7+ Years
Web Master	\$3,153.00	\$3,547.00	3,942.00

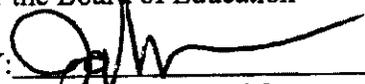
IT IS FURTHER AGREED that this Memorandum of Agreement is intended to clarify the language of the Collective Bargaining Agreement as it relates to matters involving Article VII-A.

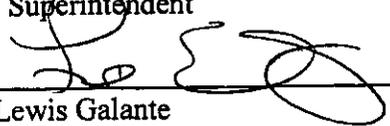
For the Association

BY: 
 Jeff Miller
 PCTA President

BY: 
 Robert Renau
 PCTA Vice President

For the Board of Education

BY: 
 Jack Thompson, Ed.D.
 Superintendent

BY: 
 Lewis Galante
 Chief Financial Officer

PERRY

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

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Perry Board of Education (Board of Education) and the Perry Classroom Teachers Association (Association) this 1st day of May, 2012.

WHEREAS, the Board of Education and Association have entered into a Collective Bargaining Agreement which is effective from June 1, 2011 through June 30, 2014;

WHEREAS, the parties have entered into certain agreements with regard to work year and work day that affects the Association and in that regard, desire to memorialize their agreements pertaining to same;

WHEREAS, the parties intend to amend their current Collective Bargaining Agreement as set forth hereinafter, and further intend that all remaining sections of the Collective Bargaining Agreement that are not inconsistent herewith, shall remain in full force and effect;

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board of Education and the Association that the following language shall constitute their Agreement as it relates to these matters in Article IV-B of the Collective Bargaining Agreement:

1. This MOA is in reference to section IV-B, Work Year and Work Day, number 2 c. Addition Flex Time (Teacher time before or after student hours).
2. It is mutually agreed that the following language was not intended to be excluded in the current collective bargaining agreement: *The administration may have up to two meetings per week scheduled which utilize this additional time.*

IT IS FURTHER AGREED that this Memorandum of Agreement is intended to clarify the language of the Collective Bargaining Agreement as it relates to matters involving Article IV-B.

For the Association

BY: _____

Jeff Miller
PCTA President

BY: _____

Robert Renau
PCTA Vice President

For the Board of Education

BY: _____

Jack Thompson, Ed.D.
Superintendent

BY: _____

Lewis Galante
Chief Financial Officer

MEMORANDUM OF AGREEMENT
between the
Perry Classroom Teachers Association (PCTA)
and the
Perry Local Schools Board of Education

This Memorandum of Agreement is entered into by and between the Perry Board of Education (Board of Education) and the Perry Classroom Teachers Association (Association) this 17th day of January 2012.

WHEREAS, the Board of Education and Association have entered into a Collective Bargaining Agreement which is effective from June 1, 2011 through June 30, 2014;

WHEREAS, the parties have entered into agreements via the collective bargaining process with regard to supplemental contracts;

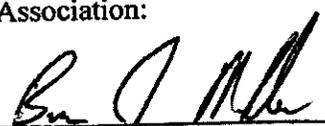
WHEREAS, the board desires to reinstate the supplemental contract for one additional PHS Assistant Track.

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board of Education and the Association that the following rates and contracts shall constitute their Agreement as it relates to these matters to be included in the collective bargaining unit agreement with the Perry Classroom Teachers Association:

Supplemental Position	0-3 or Non-bargaining Unit Member	4-6	7+
PHS Assistant Track	\$2,782	\$3,362	\$3,942

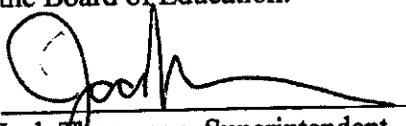
Note: Supplemental positions without sufficient participation will not be filled.

For the Association:

BY: 
 Jeff Miller, President

BY: 
 Robert Renau, PCTA Vice President

For the Board of Education:

BY: 
 Jack Thompson, Superintendent

BY: 
 Lewis Galante, Chief Financial Officer

MEMORANDUM OF UNDERSTANDING
between the
Perry Classroom Teachers Association (PCTA)
and the
Perry Local School Board of Education

This Memorandum of Understanding is entered into by and between the Perry Board of Education (Board of Education) and the Perry Classroom Teachers Association (Association) this 16th day of April 2011.

WHEREAS, the Board of Education and Association have entered into a Collective Bargaining Agreement which is effective from June 1, 2011 through June 30, 2014;

WHEREAS, the parties have entered into certain agreements with regard to the retirees receiving health care benefits that affect the Association and in that regard, desire to memorialize their agreements pertaining to same;

WHEREAS, the parties intend to amend their current Collective Bargaining Agreement as set forth hereinafter, and further intend that all remaining sections of the Collective Bargaining Agreement that are not inconsistent herewith, shall remain in full force and effect;

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board of Education and the Association that the following language shall constitute their Agreement as it relates to these matters in Article VI A-8 of the Collective Bargaining Agreement:

1. Should a teacher's retirement date be effective May 31st or later, it shall be agreed that the teacher has "fulfilled his/her annual contract year of retirement" and therefore be eligible for all insurance coverage through August 31st of their retirement year. It is understood that teachers who elect to retire May 31st, or at a later date that is prior to the last teacher work day in the school year, must submit written notification of their intent to retire prior to February 1st to be eligible for all insurance coverage through August 31st of such retirement year.
2. Teachers retiring at the conclusion of the 2011-2012 school year are not subject to the February 1st notification deadline.
3. It is also mutually agreed that this becomes part of the ongoing contracts here after in section VI-A for the duration of the negotiated agreement.

IT IS FURTHER AGREED that this Memorandum of Understanding is intended to clarify the language of the Collective Bargaining Agreement as it relates to matters involving Health Care Insurances in Article VI-A.

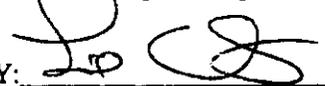
For the Association:

BY: 
Jeff Miller, President

BY: 
Robert Renau, PCTA Vice President

For the Board of Education:

BY: 
Jack Thompson, Superintendent

BY: 
Lewis Galante, Chief Financial Officer

**MEMORANDUM OF AGREEMENT
between the
Perry Classroom Teachers Association (PCTA)
and the
Perry Local Schools Board of Education**

This Memorandum of Agreement is entered into by and between the Perry Board of Education (Board of Education) and the Perry Classroom Teachers Association (Association) this 17th day of November 2011.

WHEREAS, the Board of Education and Association have entered into a Collective Bargaining Agreement which is effective from June 1, 2011 through June 30, 2014;

WHEREAS, the parties have entered into agreements via the collective bargaining process with regard to supplemental contracts;

WHEREAS, the supplemental position Violin Ensemble in the tentative agreement has since been adjusted to reflect amounts consistent with the rates used for all supplemental positions; therefore, the amounts listed in the final contract for the supplemental positions listed here differ from what appeared in the tentative ratified agreement;

WHEREAS, the Board of Education has already taken action on the following rates and/or already offered contracts for the supplement contracts of Science Olympiad, PHS and PES Video Club Advisors, one additional PHS Academic Decathlon at the following rates both this year and in prior years;

WHEREAS, the Board desires to create a new supplemental contract for Robotics Competition Advisor;

WHEREAS, the board desires to reinstate the supplemental contracts for PMS Intramural Volleyball, PMS Intramural Boys Basketball, PMS Intramural Girls Basketball, one additional PHS Assistant Wrestling, and one additional PES Great Books;

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board of Education and the Association that the following rates and contracts shall constitute their Agreement as it relates to these matters to be included in the collective bargaining unit agreement with the Perry Classroom Teachers Association:

Supplemental Position	0-3 or Non-bargaining Unit Member	4-6	7+
PMS Violin Ensemble	\$1,577	\$1,774	\$1,971
PHS Science Olympiad Coordinator	\$1,839	\$2,069	\$2,299
PHS Robotics Competition Advisor (Dividable)	\$1,051	\$1,182	\$1,314

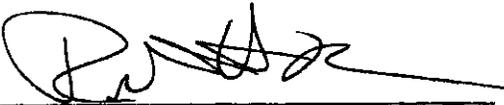
Rates and contracts continued...

Supplemental Position	0-3 or Non-bargaining Unit Member	4-6	7+
PHS Video Club Advisor	\$1,839	\$2,069	\$2,299
PES Video Club Advisor	\$1,839	\$2,069	\$2,299
PMS Science Olympiad Coordinator	\$1,577	\$1,774	\$1,971
PHS/PMS Science Olympiad Assistants	\$1,182	\$1,330	\$1,478
PMS Intramural Volleyball	\$985	\$1,150	\$1,314
PMS Intramural Boys Basketball	\$1,577	\$1,774	\$1,971
PMS Intramural Girls Basketball	\$1,577	\$1,774	\$1,971

Note: Supplemental positions without sufficient participation will not be filled.

For the Association:

BY: 
 Jeff Miller, President

BY: 
 Robert Renau, PCTA Vice President

For the Board of Education:

BY: 
 Jack Thompson, Superintendent

BY: 
 Lewis Galante, Chief Financial Officer

Article VI	Fringe Benefits	35
	A. Health Care: Hospital/Medical Insurance	36
	B. Severance Payment	39
	C. Life Insurance	39
	D. Insurance Carriers	39
	E. Tuition Waiver for Employees' Children	40
	F. Salary Increments	40
	G. Jury and Court Appearance	40
	H. Early Retirement Incentive	41
Article VII	Supplemental Contracts	42
	A. Extracurricular Supplemental Duty	43
	B. Interscholastic Supplemental Duty	45
Article VIII	Absences and Leaves	49
	A. Sick Leave	50
	B. Sick Leave Donation Program	51
	C. Personal Leave	52
	D. Leave for Personal Health & Family Hardship	54
	E. Unpaid Medical Leave of Absence	54
	F. Pregnancy Leave	54
	G. Assault Leave	55
	H. Evening Programs: Parent Teacher Conferences	56
Article IX	Professional Improvement	57
	A. Sabbatical Leave	58
	B. Professional Meetings	59
	C. Visitation Policy	59
	D. In-House Professional Day	60
	E. Mentoring Program	60
	F. Continuing Contract (Tenure)	63
	G. Local Professional Development Committee (LPDC)	64
Article X	Building Level Committees	67
Article XI	Evaluation / Renewal / Non-Renewal	69
Article XII	Transfers	72
Article XIII	Reduction in Force (RIF)	74
Article XIV	Reopener Clause	77
Article XV	Successor Clause	79
Article XVI	Appendices	81
	A. Consideration for Continuing Contract	82
	B. Continuing Contract Consideration Request	83
	C. Continuing Contract Eligibility	84

ARTICLE I
AGREEMENT

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

ARTICLE I
NEGOTIATIONS AGREEMENT

I-A PURPOSE

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

I-B RECOGNITION AND ASSOCIATION RIGHTS

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

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

Permanent Substitutes shall be teachers who are hired and assigned to specific buildings on an everyday basis for the entire school. Pay rate for Permanent Building Substitutes shall be the same rate as casual substitutes with single health care benefits. Permanent Building Substitutes shall have all teacher rights as stated in Article III A-E, except that permanent substitutes will not accrue seniority or be subject to the formal evaluation process as required by ORC 3319.11.

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

I-C ASSOCIATION RIGHTS AND RESPONSIBILITIES

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

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

2. These include the right of the Association President to receive, in a timely fashion, copies of Board agendas, minutes and monthly financial documents, and, upon request, such other Board materials as are related to a particular purpose of the Association regarding negotiations or grievances, and which are not barred by law.
3. The Association shall review the contents of this Agreement with members of the bargaining unit, who shall be responsible for reading it and being familiar with its contents.
4. The Association has the right to represent bargaining unit members during employer/employee meetings that are grievance meetings or investigatory interviews that might reasonably lead to discipline.

I-D MANAGEMENT RIGHTS

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

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

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

I-E NEGOTIATIONS PROCEDURE

1. Prior to the first negotiations sessions, items for negotiations will be submitted in writing by the Association to the Superintendent or the Board's designated representative, or by the Superintendent to the President of the recognized organization. The first mutually convenient meeting date shall occur as soon as possible thereafter.
 - a) Consultants may be used if deemed advisable by either party.

- b) Necessary and qualified clerical assistance may be provided at all meetings. The cost of such clerical assistance shall be borne by the party or parties requesting same.
 - c) As negotiations items receive tentative agreement, they shall be reduced to writing and initialed by each party before the conclusion of that meeting. Such initializing shall not be binding upon either party until all issues are resolved.
 - d) The parties may appoint joint study committees to research, study and develop projects, reports and programs, and to make recommendations on matters under consideration. The committee shall report in writing, all findings to both parties.
 - e) The Board and the Superintendent agree to furnish the Association's negotiation committee, upon request at actual cost and in reasonable time, all available non-confidential information concerning financial resources of the district and such other non-confidential information as will assist the Association in developing intelligent, accurate and constructive progress on behalf of the teachers, the students and the educational program. Non-confidential information shall consist of the employees' names, years of experience, training, age and items designated as public records.
 - f) The chairperson of either group may caucus that group for independent discussion at any time. Caucuses will be of reasonable length.
 - g) The chairman of either group may call a recess when it appears no more meaningful discussion can be accomplished.
 - h) During the course of negotiations, each party shall have the right to give their respective constituencies periodic updates as to the status of negotiations.
2. All tentative agreements reached through negotiations shall be reduced to writing and submitted to the Association and Board for approval. Following ratification by the Association, the Board shall consider the Contract at their next regular meeting. Once ratified by the Board, the Contract shall then be signed by the parties and shall become legal and binding.

I-F PROVISIONS CONTRARY TO LAW

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

I-G DURATION AND ACCEPTANCE

This agreement shall be in effect from June 1, 2011 and during school years 2011-2012, 2012-2013, 2013-2014, and shall expire on June 30, 2014.

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

PERRY CLASSROOM TEACHERS' ASSOCIATION (PCTA)



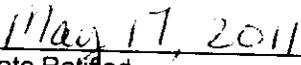
President



Vice President

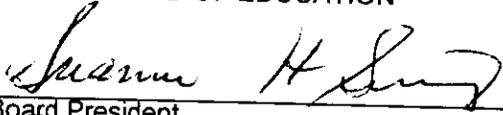


Secretary

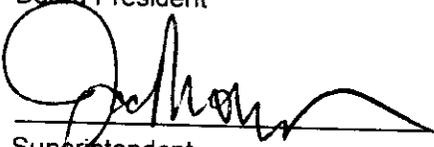


Date Ratified

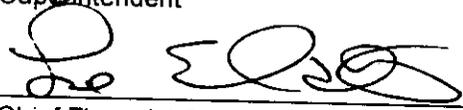
PERRY BOARD OF EDUCATION



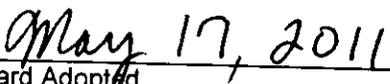
Board President



Superintendent



Chief Financial Officer



Board Adopted

Original signatures are on file.

ARTICLE II
GRIEVANCE PROCEDURE

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

ARTICLE II
GRIEVANCE PROCEDURE

II-A DEFINITIONS

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

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

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

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

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

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

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

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

II-B PURPOSE

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

II-C INFORMAL PROCEDURE

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

II-D FORMAL PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III
TEACHER RIGHTS

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

ARTICLE III
TEACHER RIGHTS

III-A TEACHER RIGHTS

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

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

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

- to the Superintendent 60 days prior to the commencement of supplemental activities unless otherwise agreed by the Superintendent. Failure to do so may result in the denial of release from supplemental contract responsibilities.
9. Any member of the certified/licensed staff shall, upon written and timely request, have any and all professional association dues deducted from his/her paychecks by the Perry Board of Education two times each month.
 10. All regular teachers will receive Teacher Handbooks by November of each school year. Written bulletins describing any changes will be supplied as necessary.
 11. The Perry Board of Education will not discriminate against any employee with regard to race, color, creed, national origin, sex, marital status, age, or membership or non-membership in any employee organization. A copy of the Board's policies rules regulations, administrative guidelines and any revisions will be available on-line via the District web-site.
 12. Principals' meetings with the faculty will generally be scheduled with at least two days notice to the faculty. This notice will not be necessary if this meeting is held during teachers' normal working hours or if the meeting is necessary because of an emergency or unanticipated problem.
 13. The Board of Education will adopt and provide for each teacher a single general job description for that position.
 14. If a teacher feels that a scheduled conference, hearing, or meeting with a non-school employee may be especially negative or unreasonably antagonistic, he/she may request that the administrator allow a representative of the teacher's choice be present.
 15. Termination of a teacher's contract shall be in accordance with Ohio Revised Code §3319.16. In cases of misconduct that in the Board's opinion do not warrant termination, the Superintendent, an administrator or his/her designee and/or the Board may issue written-reprimands or disciplinary actions. However, should a suspension of any type be determined it may only be authorized by the Superintendent/designee and/or the Board.
 16. The Board of Education shall facilitate and pay for BCII and FBI fingerprinting background checks for each bargaining unit member one (1) time every five years unless otherwise required by law.

III-B PERSONNEL FILES

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

III-C NOTICE OF VACANCY

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

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

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

III-D NEW POSITIONS

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

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

III-E DRUG FREE WORKPLACE

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

"Workplace" is the site for the performance of any work done in connection with the school district. The workplace includes any school building, school property, school-owned vehicles or school-approved vehicle used to transport students to and from school or school activities (at other sites off school property) or any school-sponsored or school-related activity, event or function, such as a field trip or athletic event in which students are under the jurisdiction of the school authorities.

Application of this provision to be as follows:

1. No employee shall be asked to submit to testing for alcohol or substance abuse unless just and sufficient cause has been objectively found by at least two employer representatives.
2. All chemical testing shall come under the control and supervision of a physician, with employee confidentiality protected in accordance with the medical review officer manual as developed by National Institute on Drug Abuse (Published September, 1988).
3. Chemical testing shall be performed only by laboratories listed by the U.S. Department of Health and Human Services in its most current "list of laboratories which meet minimum standards to engage in urine drug testing for federal agencies," as set forth in the Federal Register.
4. Except as otherwise provided, all drug testing shall, as a minimum, be conducted in accordance with the U.S. Department of Health and Human Services "Mandatory Guidelines for Federal Workplace Drug Testing Programs", as set forth in the Federal Register. In addition to the guidelines, urine samples shall be separated into two containers at the time of sample donation. One portion of the original urine sample shall be kept secure and chemically stable and made available for verification of laboratory testing results as provided in paragraph 8. All alcohol testing shall, as a minimum, include the use of "evidential-grade breath alcohol analysis devices." Moreover, where a confirmatory test is performed directly on blood, one portion of the sample shall be kept secure and chemically stable and made available for verification of laboratory testing results as provided in paragraph 8.
5. No adverse action or discipline shall be taken against any employee on the basis of an unconfirmed "positive" result of a drug or alcohol test. Confirmation of positive drug test results shall be conducted using the GCMS method or other method which may be subsequently recognized by the U.S. Department of Health and Human Services as the state of the art for validity and accuracy of drug testing results. Confirmation of positive alcohol test results shall be conducted using a second breath sample and a second analytic device. In addition, at the option of the employee, a further confirmatory test shall be performed on a blood specimen using the gas chromatography method or other method which may subsequently be recognized by the U.S. Government as the state of the art validity and accuracy of alcohol testing results.
6. A "positive" drug test result shall mean test levels on both the screening test and the confirmatory test that are recognized as positive by the U.S. Department of Health and Human Services in its mandatory guidelines for federal workplace drug testing programs or in a subsequently issued rule or regulation issued by the agency. A "positive" alcohol test result shall mean test levels on both the initial test and the confirmatory tests that are officially recognized as positive by applicable federal, state or local governmental authority.
7. In the case of a "positive" test result, the employee shall be so advised by the Board's medical review officer, on a confidential basis, prior to the reporting of the results to the Board, and the employee shall have the right to discuss and explain the results, including the right to advise the Board's medical review officer of any medication prescribed by his/her own physician, which may have affected the results of the test.
8. An employee testing "positive" shall have the right to have the secured portion of his/her urine or blood sample independently retested by a HHS-certified laboratory of his/her choice at his/her expense. If the independent retest is "negative", the employee shall be permitted to resume work immediately and be reimbursed for the cost of such independent test.

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

III-F EMPLOYMENT OF RETIRED TEACHERS

A. Salary

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

B. Contract of Employment

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

C. Supplemental Contracts

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

D. Leaves of Absence

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

E. Reduction in Force/Seniority

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

F. Evaluation

1. The evaluation procedures required for regular teachers by law (Ohio Revised Code Sections 3319.11 and 3319.111) and this contract shall not apply to retired teachers employed by the Board.
2. The Principal or other designated building administrator may evaluate retired teachers employed by the Board in writing on an annual basis.
3. Failure to evaluate or to follow negotiated or statutory practice or procedures shall not be a basis for automatic reemployment of a retired teacher.

G. Severance Pay

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

H. Insurance

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

I. Incentive Stipend

Retired teachers employed by the Board are not eligible for the incentive stipend provided for in Article VI(B) of this Agreement.

J. Waiver/Supersede Contrary Provisions

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

III-G TUTORS

1. Academic Intervention, Special Education, and/or English as a Second Language (ESL) tutors hired for and after the 2008-09 school year will be paid at an hourly rate pursuant to the following schedule:

Step #	Hourly Rate:
0	\$12.54
1	\$12.98
2	\$13.40
3	\$13.85
4	\$14.29
5	\$14.71
6	\$15.58
7	\$16.01
8	\$16.45
9	\$16.89
10	\$17.32

2. Tutors shall possess the proper certification/licensure to perform the duties of their position, including any such requirements to be highly qualified if applicable.
3. Tutors are eligible for health care benefits pursuant to the terms and conditions of this Agreement. Said benefits shall be prorated if the tutor is employed in any capacity less than full-time. Full-time status shall be 8 hours daily for 180 days in the school year.
4. With regard to all other fringe benefits of employment outlined in this Agreement, tutors are only eligible for sick leave and personal leave, as set forth below.
 - a. Sick leave

A tutor's accumulation and entitlement to sick leave shall be based upon the time actually worked at the same rate as that granted full-time employees. Tutors will be paid sick leave compensation equivalent to a standard workday, i.e. if a tutor works four hours, he or she will receive sick leave pay for four hours of work, not an entire school day. Sick leave shall only be taken for the purposes identified within this Agreement. A tutor shall complete a sick leave report form, upon return to duty.

b. Personal leave

A tutor shall receive three (3) paid personal days per year; the leave to be non-accumulative. The compensation for a personal day shall be based upon the number of hours worked by the tutor. For example, if a tutor works six hours, he or she will receive personal leave pay for six hours, not an entire school day. A tutor requesting personal leave should apply through the proper administrative person at least three (3) days in advance, except in case of emergency, using the forms required by the District.

5. Tutors may be required by the administration to participate in evening parent conferences, curriculum nights, open house, professional development opportunities etc. if programming is applicable and essential to their respective job functions. Should tutors be required to attend such activities, they will be paid their hourly rate of pay for such attendance.
6. Tutors will not be evaluated as teachers and will not be eligible for tenure or continuing contracts with the District under Revised Code Section 3319.11.
7. Tutors will not have any rights to bump any teacher, whether full-time or less than full-time, in the event of reduction in force.
8. Tutors shall not be deemed eligible to participate in the provisions of this Agreement unless the specific article or section so provides for their participation.
9. In order to be credited as a full year of experience, a year of teaching service must have consisted of at least 120 days under a teacher's contract as verified by the State Teachers' Retirement System or other official evidence approved by the Superintendent.

III-H PHYSICAL EXAMINATION

If documented deficiencies exist, the Superintendent may require of any employee a certificate (note, slip, form, letter, memo, etc.) from an appropriately licensed physician that he or she is physically or mentally qualified to continue his/her prescribed duties in the Perry Local School System. The examination may be made by the employee's own physician, but the Board of Education reserves the right to request that it be made by an appropriately licensed physician designated by the Board. The Board shall pay all necessary costs of the Board's examining physician under these circumstances. Decisions regarding a requirement for a teacher to submit to an examination shall not be made in an arbitrary and capricious manner.

ARTICLE IV
WORK YEAR AND WORK DAY

- A. WORK YEAR
- B. WORK DAY
- C. PLANNING TIME
- D. OVERSIGHT INSTRUCTION

ARTICLE IV

WORK YEAR AND WORK DAY

IV-A WORK YEAR

The parties agree that the basic work year will consist of 188 days for the duration of this contract. However, should the Board deem it necessary to reschedule any work days lost for weather or other reasons. These days will be made up without additional salary for members of the teaching staff.

Contract Years	Work Days	Teacher Prep Days	Parent Conferences Compensatory Day	Professional Days	Total Work Year
2011-2012	180	2	1	5	188
2012-2013	180	2	1	5	188
2013-2014	180	2	1	5	188

Professional Days shall be from 7:30 a.m. to 3:30 p.m. and include a one hour lunch.

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

IV-B WORK DAY (8 Hours)

1. Lunch
 - a. The full-time teacher work day shall be eight hours including a duty-free lunch time of at least thirty (30) minutes.
2. Additional Flex Time (Teacher time before or after student hours):
 - a. Flex Time may be spent in professional activities including staff meetings, curriculum development, IEP / 504 meetings, individual pupil assistance (student contact time), PLC Time, parent conferences, and other activities which contribute to the educational program of Perry Schools.
 - b. In order for students or parents to have access to teachers outside of scheduled class time, it is necessary to do so prior to or after the school day. For this reason, teachers shall maintain balance and flexibility in making themselves available at these times. Teachers shall refrain from making themselves available exclusively to the morning or afternoon pre- or post-school day.
 - i. The teachers and/or administrators who call such meetings shall try to have a mutually agreeable time for such meetings, but it is understood that teachers with other supplemental responsibilities are obligated to attend such meetings in lieu of supplemental responsibilities unless there is no other person available to carry on the duties contained in the supplemental.
 - ii. It is further understood that teachers shall be required to attend such meetings or make themselves available for meetings both before and after school in respect to their eight hour day.

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

- i. Teachers will be expected to continue to attend traditional events such as parent night, orientations, etc., without additional or supplemental pay.

3. Student Contact Time / Class Loads / Preps:

a. Grades (9-12):

- i. Teachers shall have no more than 300 minutes of student contact time per day. Thirty minutes of this time may be assigned for intervention / enrichment.
- ii. Student contact time for teachers shall be primarily for instruction, but may include intervention and supervision time.
- iii. Teachers shall have a minimum of 80 minutes of daily planning time during the student's school day.
- iv. To maintain the block schedule at the high school, teachers will teach three blocks each semester. Preparations are limited to two preparations in a semester and three for the entire year. For full time core subjects teachers at Perry High School, two class preparations will be the goal, but in certain cases, certified staff will be required to have up to three class preparations in order to maintain a full time teaching status, and to provide students with appropriate academic opportunities.
- v. Any Perry High School Teacher or teacher of record in Special Education who teaches Social Studies, Math, Science, Language Arts, or World Language and is assigned more than two preparations a semester or more than the three preparations for the school year shall be compensated an additional stipend of \$1,000.
- vi. Any other teacher assigned more than 5 preparations for the school year would also be eligible for such compensation.
- vii. Any teacher who does not teach three blocks of classes each semester would forfeit his/her right to the \$1,000. This provision will be reexamined at the end of this three year agreement.

b. Grades (5-8):

- i. Teachers shall have no more than 300 minutes of student contact time per day. Thirty minutes of this time may be assigned for intervention / enrichment.
- ii. Student contact time for teachers shall be primarily for instruction, but may include intervention and supervision time.
- iii. Teachers shall have a minimum of 80 minutes of daily planning time during the student's school day.
- iv. For full time core subjects teachers at Perry Middle School, two class preparations will be the goal, but in certain cases, certified staff will be required to have up to three class preparations in order to maintain a full time teaching status, and to provide students with appropriate academic opportunities.

- v. Any Middle School teacher who teaches Social Studies, Math, Science, Language Arts, or Foreign Language and is assigned to three preparations for the full year shall be compensated an additional stipend of \$1,000. This provision will be reexamined at the end of this three year agreement.
- vi. Any other teacher assigned more than 5 preparations for the school year would also be eligible for such compensation.

c. Grades (K-4):

- i. Teachers shall have no more than 305 minutes of student contact time per day. Thirty minutes of this time may be assigned for intervention / enrichment.
- ii. Student contact time for teachers shall be primarily for instruction, but may include intervention and supervision time.
- iii. The elementary day remains the same, including planning periods.
- iv. It will be a goal to keep class size at 23-1 in grades K-4. Each elementary teacher shall have a minimum of 60 consecutive minutes of daily planning time during the student's school day.
- v. However, if the class size in the elementary school within the grade levels (classroom teachers only) exceeds an all day ratio of 27-1, said teachers with class sizes of 27 or more students will be compensated an additional \$1,000.

4. Additional Responsibilities:

- a. To ensure effective supervision and traffic safety, teachers are to remain in their buildings until all regularly scheduled buses have departed.
- b. Supplementary contract duties may be scheduled during portions of the eight hour day if such activity is reasonable and appropriate for students.

5. Reporting of Grades:

- a. There shall be a minimum of four school days between the close of a grading period and the reporting of grades for teachers to submit grades for each grading period. The goal is to limit the number of meetings during this time.

IV-C Planning Time

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

Planning time shall not be limited to solitary activities of the teacher, but rather shall reflect the belief that individuals in society realize their fullest potential when integrity, cooperation, and mutual respect prevail. This requires people to meet and share thoughts, ideas, and concerns in order to improve teaching and learning.

IV-D Oversight of Instruction

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

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

ARTICLE V
SALARY AND COMPENSATION

- A. EMPLOYMENT RESPONSIBILITIES
- B. EXPERIENCE CREDIT
- C. TEACHERS' SALARY SCHEDULE
- D. LONGEVITY BONUS
- E. CERTIFICATION/LICENSURE
- F. COMMITTEE COMPENSATION
- G. MASTERY LEARNING TRAINING
- H. AUTOMATIC PAYROLL DEPOSIT
- I. CURRICULUM, INSTRUCTION, AND ASSESSMENT WORK
- J. CERTIFIED ASSOCIATES' SALARY SCHEDULE
- K. LONGEVITY BONUS
- L. INCENTIVE STIPEND
- M. MILEAGE
- N. STEPS

ARTICLE V

V-A EMPLOYMENT RESPONSIBILITIES

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

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

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

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

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

V-B EXPERIENCE CREDIT

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

1. Teaching service

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

2. Creditable teaching service shall include:

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

3. Military Service

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

V-C TEACHERS' SALARY SCHEDULE

The salary and supplemental schedules for the duration of this contract will remain as stated in Articles V and VII.

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

FY12-FY14 Employees hired for the 2008-09 school year or later.					
	BA	BA+15	BA+30	MA	MA+15
	35903	37394	38088	38782	40255
	37620	39260	39969	40677	42170
	39338	41124	41851	42570	44083
	41055	42989	43730	44464	45997
	42774	44854	45612	46359	47910
	44490	46719	47493	48252	49824
	46209	48583	49375	50146	51737
	47927	50447	51255	52040	53650
	49644	52313	53136	53933	55564
	51362	54177	55018	55828	57478
	53080	56042	56899	57721	59391
	54797	57907	58779	59615	61305
	56516	59772	60660	61509	63218
	58233	61637	62542	63402	65132
	58233	63502	64422	65296	67004
	58233	63502	66304	67189	68959
	58233	63502	68185	69084	70872
	58233	63502	68185	70978	72785
	58233	63502	68185	72871	74700
	58233	63502	68185	72871	76507

FY12-FY14 Employees hired for the 2007-08 school year or earlier.

BA	BA+15	BA+30	MA	MA+15
39188	40825	41587	42349	43967
41072	42873	43652	44429	46069
42960	44921	45718	46508	48170
44845	46968	47782	48588	50271
46732	49017	49849	50669	52372
48617	51064	51914	52747	54473
50504	53110	53980	54827	56574
52390	55158	56045	56907	58674
54276	57206	58110	58986	60777
56162	59253	60176	61066	62878
58048	61301	62242	63144	64979
59934	63349	64307	65224	67080
61822	65397	66372	67304	69180
63707	67444	68439	69383	71282
63707	69492	70503	71463	73337
63707	69492	72569	73541	75484
63707	69492	74634	75621	77584
63707	69492	74634	77701	79686
63707	69492	74634	79780	81788
63707	69492	74634	79780	83772

V-D LONGEVITY BONUS

Any teacher who reaches Step 20 on the teachers' salary schedule will receive a one-time bonus of \$2,000 during the first year that the teacher is eligible. Said bonus will be paid on/or about December 31, during the first year of eligibility.

V-E CERTIFICATION/LICENSURE

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

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

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

V-F COMMITTEE COMPENSATION

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

Committee Work/Assignment	Maximum Number	Compensation
Building PLC Teacher Leader	Total: 13 ➤ PES - K, 1, 2, 3, 4 = 5 ➤ PMS - 5, 6, 7, 8 = 4 ➤ PHS - MA, SC, SS, LA = 4	\$2,000
District PLC Teacher Leader	Total: 7 ➤ World Language ➤ Guidance ➤ Intervention Specialist ➤ Physical Education ➤ Art ➤ Music ➤ Business/Video Pro	\$2,000
Infinite Campus Coach	Total: 3 ➤ PES ➤ PMS ➤ PHS	\$2,000

Infinite Campus Coach:

- Plan and facilitate monthly drop-in sessions for teaching staff
- Report card assistance for teaching staff
- New Teacher, Entry Year Teacher, and Permanent or long-term substitute training
 - Attend one day of new teacher training before the start of the school year.
- Building contact for meeting "just-in-time" teaching staff needs
- Attend parent/guardian/community usage forums or informational night meetings (one per semester).

V-G MASTERY LEARNING TRAINING

1. Standards for Teachers and Certified Educational Associates

All teachers may participate in mastery learning training.

Benchmarks may be attainable by teachers:

- Benchmark I - Novice
- Benchmark II - Practitioner
- Benchmark III – Scholar I
- Benchmark IV – Scholar II (Year 1*)
- Benchmark IV – Scholar II (Year 2*)
- Benchmark IV – Scholar II (Year 3*)

Benchmarks I, II, III, and IV may be attained at each teacher's discretion.

2. Benchmark Proficiency Demonstration

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

3. Payment for Achieving Benchmarks

a) A teacher who achieves each benchmark level shall receive a one time payment as follows:

- Benchmark I - Novice: \$500
- Benchmark II - Practitioner: \$750
- Benchmark III - Scholar I: \$1,000
- Benchmark IV - Scholar II (Year 1*): \$1,000
- Benchmark IV – Scholar II (Year 2*): \$1,000
- Benchmark IV – Scholar II (Year 3*): \$1,000

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

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

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

V-H AUTOMATIC PAYROLL DEPOSIT

Effective July 1, 2008, all bargaining unit members shall be required to participate in the Automatic Payroll Deposit program. Bargaining unit members may elect the automatic deposit to go to any participating financial institution.

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

Teachers included in the pre-approved work of curriculum, instruction, and assessment development outside of the teacher work year may be compensated at the rate of \$30 per hour. All requests for work must be submitted to the building principal. Work evidence must be submitted and approved by the principal prior to time sheets being processed for payment.

V-J CERTIFIED/LICENSED ASSOCIATES' SALARY SCHEDULE

PERRY LOCAL SCHOOLS
CERTIFIED/LICENSED ASSOCIATES' SALARY SCHEDULE

Experience	2011-2014 PCTA Hourly Rates	2011-2014 Teaching Assignment
0	12.54	21.62
1	12.98	22.06
2	13.40	22.48
3	13.85	22.93
4	14.29	23.37
5	14.71	23.79
6	15.58	24.23
7	16.01	24.66
8	16.45	25.09
9	16.89	25.53
10	17.32	25.97
11	17.75	26.40
12	18.19	26.83

Experience	2011-2014 PCTA Hourly Rates	2011-2014 Teaching Assignment
13	18.62	27.28
14	19.05	27.71
15	19.05	28.14
16	19.05	28.14
17	19.05	28.14
18	19.05	28.14
19	19.05	28.14
20	19.05	28.14

* Plus Longevity Bonus during Step Number 20 (Article V-K)

Certificated/Licensed Associates will work pupil scheduled days plus one before and one after.

The Board will pay the Certificated/Licensed Associate \$1,200 for the required five days of in-service beyond the 183 day school term.

Certificated/Licensed Associates who are elevated to regular classroom assignment will receive placement on the Regular Teachers' Salary Schedule at STEP 0 unless prior teaching experience, or service as a certificated/licensed associate in a teaching assignment is more than 120 full-time equivalency (FTE) days.

Certificated/Licensed Associates will be assigned duties by the building principal.

Eligibility for Continuing Contract Status shall be in accordance to Ohio Revised Code.

V-K LONGEVITY BONUS

Any Certified/Licensed Educational Associate as covered by the PCTA, who reaches Step 20 on the Certified/Licensed Associates' Salary Schedule, will receive a one-time bonus of \$1000 during the first year that the Associate is eligible. Said bonus will be paid on/or about December 31, during the first year of eligibility.

V-L INCENTIVE STIPEND

The Perry Board of Education will provide Incentive Stipend to eligible veteran certificated staff members to be added to the three year contract period as a reimbursement for prior approved graduate* credits.

Such stipends to be non-sustained and in an amount equal to the actual costs for tuition and fees completed during the preceding twelve month period (September 1 through August 31). Payment to be provided in a single lump sum to returning staff members following certification of satisfactory completion of course work in a maximum not to exceed \$1,200 annually.

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

Such stipend shall be counted as taxable income to the teacher and included on W-2 forms as such unless the IRS provides written authorization to exclude such payment from taxable compensation.

Any certified/licensed staff member may request approval from the Superintendent or his/her

designee for undergraduate hours instead of graduate hours. Generally, any such courses shall be approved if they are within the applicant's field of certification or in a new teaching field.

V-M MILEAGE

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

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

V-N STEPS

Should the law prohibit or limit annual step (years and education) increases in a salary schedule, this provision shall serve to prevent PCTA represented employees from advancing to the subsequent step (years and education) on the salary schedule for the 2013-2014 school year and remain on their step (years and education) from the 2012-2013 school year.

ARTICLE VI
FRINGE BENEFITS

- A. HEALTH CARE: HOSPITAL/MEDICAL INSURANCE
- B. SEVERANCE PAYMENT
- C. LIFE INSURANCE
- D. INSURANCE CARRIERS
- E. TUITION WAIVER FOR EMPLOYEES' CHILDREN
- F. SALARY INCREMENTS
- G. JURY AND COURT APPEARANCE
- H. EARLY RETIREMENT INCENTIVE

VI-A HEALTH CARE:

INSURANCES

1. MEDICAL COVERAGE - The Board shall contract for and make available Medical Coverage to eligible bargaining unit members. The coverages shall consist of a base plan (Plan A) as well as at least one premium plan for optional selection by eligible bargaining unit members (currently Plan B and Plan C).

The Base Plan A, a Preferred Provider Organization (PPO) plan, will consist of both network and non-network benefits as shown in the table below.

Lake County Schools Council Health Care Benefits Program

Perry Local School District	PPO Plan A (1)		PPO Plan B (2)		PPO Plan C (3)	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
	Dependent Age Limit	19/25 if student (can be changed to reflect school's age limit)		19/25 if student (can be changed to reflect school's age limit)		19/25 if student (can be changed to reflect school's age limit)
Lifetime Maximum	Unlimited		Unlimited		Unlimited	
Deductible	\$500/\$1,000	\$1,000/\$2,000	\$250/\$500	\$500/\$1,000	\$100/\$200	\$200/\$400
Coinsurance	80%	60% UCR	90%	70% UCR	90%	70% UCR
Out of Pocket Maximum (Excluding Deductible)	\$2,000/\$4,000	\$4,000/\$8,000	\$1,000/\$2,000	\$2,000/\$4,000	\$500/\$1,000	\$1,000/\$2,000
Physician/Office Services:						
Medically Necessary Office Visit	80%	60% UCR	90%	70% UCR	\$15 Copay, then 100%	70% UCR
Urgent Care Facility	80%	60% UCR	90%	70% UCR	90%	70% UCR
Immunizations (inc. tetanus, rabies, meningococcal polysaccharide, HPV, influenza, VSV, Hepatitis B, MMR and pneumococcal polysaccharide)	80%	60% UCR	90%	70% UCR	90%	70% UCR
Preventative Services (1/yr. unless otherwise specified):						
Office Visit/Routine Physical Exam	100%	50% UCR	100%	50% UCR	100%	50% UCR
Well Child Care/Lab Tests and Immunizations to age 9	100% from 0-1, \$500 max. From 1-9 \$150 max	50% UCR from 0-1, \$500 max. From 1-9 \$150 max	100% from 0-1, \$500 max. From 1-9 \$150 max	50% UCR from 0-1, \$500 max. From 1-9 \$150 max	100% from 0-1, \$500 max. From 1-9 \$150 max	50% UCR from 0-1, \$500 max. From 1-9 \$150 max
Routine Mammogram/Pap Test	100%	50% UCR	100%	50% UCR	100%	50% UCR
Well Woman Office Visit	100%	50% UCR	100%	50% UCR	100%	50% UCR
PSA Exam	100%	50% UCR	100%	50% UCR	100%	50% UCR
Routine Endoscopies	100%	50% UCR	100%	50% UCR	100%	50% UCR
Routine lab, x-rays and medical tests	100%	50% UCR	100%	50% UCR	100%	50% UCR

Lake County Schools Council Health Care Benefits Program

Perry Local School District	PPO Plan A (1)		PPO Plan B (2)		PPO Plan C (3)	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
	Outpatient Services:					
Surgical Services	80%	60% UCR	90%	70% UCR	90%	70% UCR
Diagnostic Services	80%	60% UCR	90%	70% UCR	90%	70% UCR
Physical/ Chiropractic/ Occupational Therapies	80%. Combined Physical & Occ. 40 visits/yr, Chiro. 12 visits/yr.	60% UCR: Combined Physical & Occ. 40 visits/yr, Chiro. 12 visits/yr.	90%. Combined Physical & Occ. 40 visits/yr, Chiro. 12 visits/yr.	70% UCR: Combined Physical & Occ. 40 visits/yr, Chiro. 12 visits/yr.	90%. Combined Physical & Occ. 40 visits/yr, Chiro. 12 visits/yr.	70% UCR: Combined Physical & Occ. 40 visits/yr, Chiro. 12 visits/yr.
Speech Therapy	80%; 20 visits/yr.	60% UCR: 20 visits/yr.	90%; 20 visits/yr.	70% UCR: 20 visits/yr.	90%; 20 visits/yr.	70% UCR: 20 visits/yr.
Cardiac Rehabilitation	80%	60% UCR	90%	70% UCR	90%	70% UCR
Supplemental Accident	N/A		N/A		N/A	
Emergency Room	\$70 Copay, then 100%	60% UCR	\$50 Copay, then 100%	70% UCR	\$50 Copay, then 100%	70% UCR
Non-Emergency use of ER	\$75 Copay, then 70%	60% UCR	\$50 Copay, then 80%	70% UCR	\$50 Copay, then 80%	70% UCR
Inpatient Services:						
Semi-Private Room and Board	80%	60% UCR	90%	70% UCR	90%	70% UCR
Maternity	80%	60% UCR	90%	70% UCR	90%	70% UCR
Skilled Nursing	80%	60% UCR	90%	70% UCR	90%	70% UCR
Private Duty Nursing	80%	60% UCR	90%	70% UCR	90%	70% UCR
Other Services						
Ambulance	80%	60% UCR	90%	70% UCR	90%	70% UCR
Durable Medical Equipment	80%	60% UCR	90%	70% UCR	90%	70% UCR
Mental Health and Substance Abuse:						
Inpatient Services	80% up to 30 days/yr.	60% up to 30 days/yr.	90% up to 30 days/yr.	70% up to 30 days/yr.	90% up to 30 days/yr.	70% up to 30 days/yr.
Outpatient Services	80% up to 30 days/yr.	60% up to 30 days/yr.	90% up to 30 days/yr.	70% up to 30 days/yr.	90% up to 30 days/yr.	70% up to 30 days/yr.
PRESCRIPTION DRUGS						
Retail Copay (30 day supply)						
Generic	\$10.00		\$10.00		\$5.00	
Preferred Brand	\$30.00		\$25.00		\$20.00	
Non-Preferred Brand	\$50.00		\$40.00		\$30.00	
Mail Order Copay (90 day supply)						
Generic	\$20.00		\$20.00		\$10.00	
Preferred Brand	\$60.00		\$50.00		\$40.00	
Non-Preferred Brand	\$100.00		\$80.00		\$60.00	

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

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

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

5. **PREMIUM SHARE:** Full-time eligible bargaining unit members' contributions toward the premium cost of Plan A –Medical, Prescription Drug, Vision, and Dental insurances shall be in the amount equal to the following percentage of premiums for the selected insurances: (10% Effective July 1, 2010)

In addition, the district shall post (publish in board minutes) annually the employee contribution of each plan. (as per percentage)

Should an eligible bargaining unit member elect to participate in Plan B or Plan C, the bargaining unit member shall be responsible for their premium share of the district-provided base Plan A plus the cost difference of the optional plan selected. (i.e. For 2011-2012, a bargaining unit member who elects to have Plan B shall pay the 10% premium share of Plan A and the cost difference between Plan A and Plan B via bi-monthly payroll deduction.)

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

6. **FLEXIBLE SPENDING ACCOUNT:** Additionally, the Board will offer a flexible spending account via a Board selected provider that will be available for voluntary use by employees. Employees who elect to participate during the annual enrollment period will be required to pay the monthly maintenance fee associated to their individual account via automatic payroll deduction. Further, each employee is responsible for making monetary contributions equal to the dollar amount elected during the annual enrollment period
7. **WAIVER OF INSURANCE.** Any employee with spouse or dependents will be eligible for an annual payment for declining insurance coverage with Perry Local School District. Such payment to be made annually at the conclusion of the contract year (July 15, of the following year) and shall be in the amount up to \$1,500 for each employee declining family, but retaining single coverage, or \$3,000 for each employee eligible for family coverage who declines all medical-prescription-vision-dental insurance coverage.

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

	Retain Single	Decline All
Dental:	\$ 100	\$ 200
Vision:	\$ 50	\$ 100
Prescription:	\$ 350	\$ 700
Medical:	\$1,000	\$2,000

Should an eligible bargaining unit member whose spouse is also employed by the District, who is also eligible for health care benefits, elect this option for payment, the maximum payment shall be \$1,500 annually.

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

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

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

VI-B SEVERANCE PAYMENT

1. Retirement Provision

Any bargaining unit member under a regular (not substitute) contract with the Perry Schools who qualifies and accepts, immediately upon the termination of his service in Perry Schools, retirement benefits under the Ohio State Teachers Retirement System, shall be eligible for a one-time severance payment. This payment shall be equal to the calculated final average daily rate times $\frac{1}{4}$ of the accumulated unused sick leave. The maximum severance payment shall be $\frac{1}{4}$ of 270 days or 67.5 times the calculated final average daily rate. This payment shall be in lieu of, not in addition to, the severance pay required under section 124:39 of the Ohio Revised Code. Employees who retire prior to June 30, 2014 shall receive a maximum severance of $\frac{1}{2}$ of 270 days or up to 135 times the final average daily salary.

2. Deferred Compensation Provision

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

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

VI-C LIFE INSURANCE

The Board will sustain the cost of a \$100,000 term life insurance* policy for each full time teacher accidental death and dismemberment benefits - canceled at age 70.

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

VI-D INSURANCE CARRIERS

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

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

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

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

VI-E TUITION WAIVER FOR EMPLOYEES' CHILDREN

Any non-resident employee's child who is accepted to attend any grade in the Perry Local School District shall attend without payment of tuition. A child should be defined as a natural or adopted dependent child (including a stepchild) residing within the employee's household.

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

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

VI-F SALARY INCREMENTS

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

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

VI-G JURY AND COURT APPEARANCE

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

VI-H EARLY RETIREMENT INCENTIVE

Effective for the term of this Agreement, a bargaining unit member shall be entitled to an early retirement incentive of forty thousand dollars (\$40,000) if he/she meets all the requirements of this Section and retires during his/her first year of eligibility (see definition of "first becomes eligible" and "first year of eligibility" and program exclusions below). Those individuals who first became eligible during the 2005 - 2011 school years are no longer eligible as they did not elect this benefit under the Early Retirement Incentive Program.

Qualification Requirements

1. The individual must:
 - a. Be under contract at the time of application.
 - b. Be eligible to retire under STRS requirements and meet the filing deadlines as listed in this agreement.
2. "First year of eligibility" and "first becomes eligible" as used in this Section means a year in which the employee:
 - a. meets the qualifications of Section one, and
 - b. meets one of the following:
 - 1) the teacher first becomes eligible for any age and service retirement benefits under the State Teachers Retirement System, having not previously been eligible for any age and service retirement benefits, or
 - 2) the teacher becomes eligible for age and service retirement benefits under the State Teachers Retirement System with 30 years of service, even if the teacher had previously been eligible for an age and service retirement with fewer than 30 years of service, or
 - 3) the teacher is eligible for age and service retirement benefits under the State Teachers Retirement System and has not been previously eligible for an early retirement incentive under the Early Retirement Incentive Program.
3. No Early Retirement Incentive shall be granted unless the employee submits his/her irrevocable resignation for retirement purposes by January 1 of the first year of eligibility under this provision and actually retires at the end of the regular school year, effective July 1 with the STRS.

Program Exclusions:

The following conditions will cause a teacher to be ineligible to participate in this retirement incentive program:

- a. Terminated, non-renewed, or resigned effective prior to the end of the school year or retirement
- b. Failure to meet deadlines as listed in this Agreement
- c. Currently retired and/or receiving retirement benefits from STRS
- d. Failure to retire during the teacher's first year of eligibility as provided in this ERI program.

ARTICLE VII
SUPPLEMENTAL CONTRACTS

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

Perry Supplemental Salary Schedule				
VII-A Extracurricular Supplemental Duty				
		0-3 Years or Non -Bargaining Unit Member	4-6 years	7+ Years
PHS	Student Council Advisor	\$ 1,051	\$ 1,182	\$ 1,314
PHS	Mock Trial (2)	\$ 1,314	\$ 1,478	\$ 1,642
PHS	Play Director	\$ 1,314	\$ 1,478	\$ 1,642
PHS	Asst. Play Director	\$ 1,051	\$ 1,182	\$ 1,314
PHS	One Act Play	\$ 788	\$ 887	\$ 985
PHS	Business Club (2)	\$ 526	\$ 591	\$ 657
PHS	Play Stage Design	\$ 1,051	\$ 1,182	\$ 1,314
PHS	Musical Director	\$ 1,314	\$ 1,478	\$ 1,642
PHS	Asst. Musical Director	\$ 1,051	\$ 1,182	\$ 1,314
PHS	Buccaneers	\$ 2,102	\$ 2,365	\$ 2,628
PHS	Assistant Buccaneers	\$ 1,577	\$ 1,774	\$ 1,971
PHS	Vocal Music	\$ 1,314	\$ 1,478	\$ 1,642
PHS	Band Director (c)	\$ 5,387	\$ 6,060	\$ 6,733
PHS	Asst. Band Director (c)	\$ 3,153	\$ 3,547	\$ 3,942
PHS	Pep Band	\$ 1,051	\$ 1,182	\$ 1,314
PHS	Jazz Band	\$ 1,051	\$ 1,182	\$ 1,314
PHS	Intramural (Dividable)	\$ 3,153	\$ 3,547	\$ 3,942
PHS	Majorettes/Drill Team	\$ 2,365	\$ 2,661	\$ 2,956
PHS	Yearbook Advisor	\$ 2,102	\$ 2,365	\$ 2,628
PHS	Asst. Yearbook Advisor	\$ 1,577	\$ 1,774	\$ 1,971
PHS	Newspaper Advisor	\$ 1,051	\$ 1,182	\$ 1,314
PHS	Art & Fair Coordinator	\$ 788	\$ 887	\$ 985
PHS	A.V. Coordinator	\$ 1,051	\$ 1,182	\$ 1,314
PHS	Varsity Club	\$ 526	\$ 591	\$ 657
PHS	FCCLA Club (a)	\$ 788	\$ 887	\$ 985
PHS	World Language Club	\$ 1,051	\$ 1,182	\$ 1,314
PHS	Art Club	\$ 526	\$ 591	\$ 657
PHS	United Way Club	\$ 526	\$ 591	\$ 657
PHS	National Honor Society Advisor	\$ 788	\$ 887	\$ 985
PHS	Literary Magazine Advisor	\$ 1,182	\$ 1,330	\$ 1,478
PHS	Freshman Class Advisor	\$ 526	\$ 591	\$ 657
PHS	Sophomore Class Advisor	\$ 526	\$ 591	\$ 657
PHS	Junior Class Advisor	\$ 920	\$ 1,035	\$ 1,150
PHS	Senior Class Advisor	\$ 920	\$ 1,035	\$ 1,150
PHS	Science Olympiad Coordinator	\$ 1,445	\$ 1,626	\$ 1,807
PHS	Science Olympiad Assts. (3)	\$ 1,182	\$ 1,330	\$ 1,478
PHS	Science Fair Coordinator (a)	\$ 526	\$ 591	\$ 657
PHS	Guidance (2) Extended Time	Per diem	Per diem	Per diem
PHS	Career Ed	Per diem	Per diem	Per diem
PHS	Industrial Arts (2) (1 wk. extended time)	Per diem	Per diem	Per diem
PHS	Vocational Home Ec.	Per diem	Per diem	Per diem
PHS	TACA/SADD Advisor	\$ 1,839	\$ 2,069	\$ 2,299
PHS	Environmental Club (S.A.V.E.)	\$ 1,051	\$ 1,182	\$ 1,314
PHS	Academic Decathlon	\$ 1,314	\$ 1,478	\$ 1,642

		0-3 Years or Non -Bargaining Unit Member	4-6 years	7+ Years
PHS	Wednesday School (\$20/hr.)	\$ 20	\$ 20	\$ 20
PHS	Intramural Coach			
	• Volleyball	\$ 1,577	\$ 1,774	\$ 1,971
	• Boys Basketball	\$ 2,102	\$ 2,365	\$ 2,628
	• Girls Basketball	\$ 2,102	\$ 2,365	\$ 2,628
DISTRICT	District-Wide Summer School Teaching	Per diem	Per diem	Per diem
DISTRICT	Teaching (per wk/half day)	Per diem	Per diem	Per diem
DISTRICT	District-Wide School Year Tutoring (<i>per hour</i>)	\$ 32	\$ 36	\$ 40
DISTRICT	District-Wide Summer Tutoring	\$ 32	\$ 36	\$ 40
DISTRICT	Tutoring Prep Time (Fall/Spring and/or Summer)	2 hours total per semester		
DISTRICT	District-Wide Gifted/Talented Extra Time	\$ 17	\$ 19	\$ 21
DISTRICT	District-Wide Career Education Coordinators (4) Extra Time	\$ 11	\$ 12	\$ 14
DISTRICT	District-Wide Home Instruction Teachers	\$ 14	\$ 16	\$ 18
DISTRICT	District-Wide Night School Teachers	\$ 26	\$ 30	\$ 33
PMS	Student Council	\$ 788	\$ 887	\$ 985
PMS	AV Coordinator	\$ 1,051	\$ 1,182	\$ 1,314
PMS	Guidance (Extended Time)	Per diem	Per diem	Per diem
PMS	Tour Director	\$ 1,314	\$ 1,478	\$ 1,642
PMS	Tour Assistants (7)	\$ 263	\$ 296	\$ 328
PMS	Camping Co-Directors (2)	\$ 1,051	\$ 1,182	\$ 1,314
PMS	Camping Assistants (Max. 14)	\$ 131	\$ 148	\$ 164
PMS	Science Olympiad Coordinator (a)	\$ 2,102	\$ 2,365	\$ 2,628
PMS	Science Olympiad Assistants (2) (a)	\$ 1,839	\$ 2,069	\$ 2,299
PMS	Science Olympiad Assistants (1) (a)	\$ 526	\$ 591	\$ 657
PMS	Video Club Advisor	\$ 1,839	\$ 2,069	\$ 2,299
PMS	Photography	\$ 788	\$ 887	\$ 985
PMS	Power of Pen (2)	\$ 788	\$ 887	\$ 985
PMS	School Play Director	\$ 788	\$ 887	\$ 985
PMS	School Play Assistant	\$ 788	\$ 887	\$ 985
PMS	Talent Show (Dividable)	\$ 788	\$ 887	\$ 985
PMS	Vocal Music (Spec. Ensembles)	\$ 526	\$ 591	\$ 657
PMS	Knowledge Masters (2)	\$ 526	\$ 591	\$ 657
PMS	Band	\$ 526	\$ 591	\$ 657
PMS	Violin Ensemble	\$ 1,577	\$ 1,774	\$ 1,971
PMS	Science Fair Coordinator (2)	\$ 526	\$ 591	\$ 657
PMS	Science Competitions	\$ 1,051	\$ 1,182	\$ 1,314
PMS	Book Store	\$ 788	\$ 887	\$ 985
PMS	Newspaper	\$ 788	\$ 887	\$ 985
PMS	Yearbook	\$ 788	\$ 887	\$ 985
PMS	Friendship/Just Say No Club (2)	\$ 526	\$ 591	\$ 657
PMS	Science Club (2)	\$ 526	\$ 591	\$ 657
PMS	Chess Club (Dividable)	\$ 788	\$ 887	\$ 985
PMS	Spelling Bee (2)	\$ 526	\$ 591	\$ 657
PMS	Art Club	\$ 526	\$ 591	\$ 657

		0-3 Years or Non -Bargaining Unit Member	4-6 years	7+ Years
PES	Art Club	\$ 526	\$ 591	\$ 657
PES	Great Books - (3): K-4 (2) - Gr 5(1)	\$ 526	\$ 591	\$ 657
PES	Yearbook	\$ 526	\$ 591	\$ 657
PES	Chorus	\$ 526	\$ 591	\$ 657
PES	Drama Club	\$ 788	\$ 887	\$ 985
PES	Extra Step Coordinator (2)	\$ 526	\$ 591	\$ 657
PES	Extra Step Facilitators (8)	\$ 263	\$ 296	\$ 328
PES	School Newspaper Advisor	\$ 526	\$ 591	\$ 657
PES	Theme Day (5)	\$ 526	\$ 591	\$ 657
PES	Right to Read Facilitator (5)	\$ 263	\$ 296	\$ 328
PES	AV Coordinator	\$ 1,051	\$ 1,182	\$ 1,314
PES	Student Council (2)	\$ 526	\$ 591	\$ 657
PES	School Store	\$ 788	\$ 887	\$ 985
PES	Guidance Extended Time	Per diem	Per diem	Per diem
District	Credit Flex Stipend Per Student Per Credit	\$ 200	\$ 200	\$ 200
VII-B	INTERSCHOLASTIC ATHLETIC SUPPLEMENTAL DUTY			
PHS	Faculty Manager (1)	\$ 3,153	\$ 3,547	\$ 3,942
PMS	Faculty Manager/Asst. Athletic	\$ 2,890	\$ 3,252	\$ 3,613
Director (Dividable)				
FOOTBALL				
PHS	Head	\$ 5,617	\$ 6,668	\$ 7,719
PHS	Assistants (5)	\$ 4,784	\$ 5,430	\$ 6,077
PMS	Coaches (4)	\$ 4,266	\$ 4,678	\$ 5,091
BASKETBALL (Boys)				
PHS	Head	\$ 5,124	\$ 5,617	\$ 6,159
PHS	Assistants (3)	\$ 3,312	\$ 3,914	\$ 4,516
PMS	Coaches (2)	\$ 1,529	\$ 2,078	\$ 2,628
BASKETBALL (Girls)				
PHS	Head	\$ 5,124	\$ 5,617	\$ 6,159
PHS	Assistants (3)	\$ 3,312	\$ 3,914	\$ 4,516
PMS	Coaches (2)	\$ 1,529	\$ 2,078	\$ 2,628
WRESTLING				
PHS	Head	\$ 5,124	\$ 5,617	\$ 6,159
PHS	Assistants (2)	\$ 3,312	\$ 3,914	\$ 4,516
PMS	Coaches (2)	\$ 2,628	\$ 2,956	\$ 3,285

		0-3 Years or Non -Bargaining Unit Member	4-6 years	7+ Years
BOYS & GIRLS TRACK				
PHS	Head	\$ 3,942	\$ 4,763	\$ 5,584
PHS	Assistants (3)	\$ 2,782	\$ 3,362	\$ 3,942
PMS	Coaches (4)	\$ 985	\$ 1,478	\$ 1,971
BOYS & GIRLS INDOOR TRACK				
PHS	Supervisors (2)	\$ 985	\$ 1,150	\$ 1,314
BASEBALL				
PHS	Head Coach	\$ 3,285	\$ 3,942	\$ 4,598
PHS	Assistants (2) (b)	\$ 2,628	\$ 2,956	\$ 3,285
BOYS & GIRLS CROSS COUNTRY				
PHS	Head	\$ 4,369	\$ 4,894	\$ 5,420
PHS	Assistant	\$ 3,110	\$ 3,608	\$ 4,106
PMS	Coach	\$ 2,897	\$ 3,173	\$ 3,449
GOLF (Boys)				
PHS	Head	\$ 4,369	\$ 4,894	\$ 5,420
PHS	Assistant	\$ 3,110	\$ 3,608	\$ 4,106
GOLF (Girls)				
PHS	Head	\$ 4,369	\$ 4,894	\$ 5,420
PHS	Assistant	\$ 3,110	\$ 3,608	\$ 4,106
TENNIS (Boys)				
PHS	Head	\$ 3,285	\$ 3,942	\$ 4,598
PHS	Assistant	\$ 2,628	\$ 2,956	\$ 3,285
PMS	Coach	\$ 1,807	\$ 2,135	\$ 2,463
TENNIS (Girls)				
PHS	Head	\$ 4,369	\$ 4,894	\$ 5,420
PHS	Assistant	\$ 3,110	\$ 3,608	\$ 4,106
PMS	Coach	\$ 2,128	\$ 2,542	\$ 2,956
SOCCER (Boys)				
PHS	Head	\$ 4,369	\$ 4,894	\$ 5,420
PHS	Assistant	\$ 3,110	\$ 3,608	\$ 4,106
PMS	Coaches (2)	\$ 2,128	\$ 2,542	\$ 2,956
SOCCER (Girls)				
PHS	Head	\$ 4,369	\$ 4,894	\$ 5,420
PHS	Assistant	\$ 3,110	\$ 3,608	\$ 4,106

		0-3 Years or Non -Bargaining Unit Member	4-6 years	7+ Years
VOLLEYBALL				
PHS	Head	\$ 4,369	\$ 4,894	\$ 5,420
PHS	Assistants (2) (b)	\$ 3,110	\$ 3,608	\$ 4,106
PMS	Coaches (2)	\$ 2,128	\$ 2,542	\$ 2,956
SOFTBALL				
PHS	Head	\$ 3,285	\$ 3,942	\$ 4,598
PHS	Assistants (2) (b)	\$ 2,628	\$ 2,956	\$ 3,285
SWIMMING				
PHS	Head	\$ 3,449	\$ 4,139	\$ 4,845
PHS	Assistant	\$ 2,573	\$ 3,052	\$ 3,531
PHS	Assistant - Diving	\$ 2,573	\$ 3,052	\$ 3,531
WEIGHT LIFTING				
	Supervisor(s) (Dividable)	\$ 4,927	\$ 5,912	\$ 6,898
	Divisible	\$ 2,628	\$ 3,285	\$ 3,942
CHEERLEADING				
PHS	Fall Advisor	\$ 1,642	\$ 1,971	\$ 2,299
PHS	Fall Assistant	\$ 1,314	\$ 1,478	\$ 1,642
PHS	Winter Advisor	\$ 1,642	\$ 1,889	\$ 2,135
PHS	Winter Assistant	\$ 1,150	\$ 1,314	\$ 1,478
PMS	Fall Advisor	\$ 1,642	\$ 1,807	\$ 1,971
PMS	Winter Advisor	\$ 985	\$ 1,150	\$ 1,314
PMS	Organized Travel	\$ 526	\$ 591	\$ 657

** Anyone who currently holds a supplemental contract for the 2010-11 school year maintains their current salary for that supplemental until it is relinquished.

**Academic supplemental contracts filled by bargaining unit members by June 30,2011 for the 2011-12 school year shall be grandfathered in at the highest step on the schedule.

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

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

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

(c) PHS Band Director shall be paid \$5,255 at the conclusion of football season, and the balance (\$1,478) at the end of the school year. The PHS Assistant Band Director shall be paid \$2,628 at the conclusion of the football season and the balance (\$1,314) at the end of the school year.

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

Note 2: Initial placement of supplemental positions is a management right.

Any additional supplemental position(s) recommended by either the Board or the Association; or any new supplemental position that may occur during the term of this agreement shall be negotiated by the PCTA president and the Board's superintendent or their designees and attached hereto.

ARTICLE VIII
ABSENCES AND LEAVES

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

ARTICLE VIII
ABSENCES AND LEAVES

VIII-A SICK LEAVE

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

The unused portion of sick leave may be accumulated to a maximum of 18 days per year for this contract as follows: Fifteen days of additional sick leave may be accumulated plus an additional day for each unused personal day to a total of three per year.

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

A regular certified/licensed employee who is absent because of illness and whose employment has not been terminated, as provided by law, is still in service of this district, and accumulates sick leave credit while absent on approved sick leave.

Certified/licensed employees shall qualify for sick leave absences with full pay during any school year for one or all of the following reasons:

1. Personal illness
2. Pregnancy*/Pregnancy related illness/Post-partum related illness
3. *Pregnancy does not refer to the state of, but refers only to pregnancy related disability including pre and post delivery periods of inability to adequately perform the job.
4. Injury
5. Exposure to contagious disease which could be communicated to others
6. Absence due to illness, injury or death in the employee's immediate family (ORC §3319.141). For part-time employees, a "day" shall be taken to mean that employees' regular daily work schedule.
7. In the event of the adoption of a child, a teacher who is the adoptive parent and whose presence is temporarily required for the child's well-being shall be granted sick leave for such child care. Such leave shall be appropriate to the child's age and circumstance and may be up to six weeks for a newborn baby.

* NOTE: Absences for disability connected with pregnancy or childbirth are already covered and the only change necessary is for adoptive parents.

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

8. The PCTA is willing to create a list of substitutes from its membership to come in place of teachers needing unpaid absence during summer school sessions. These PCTA substitutes will be paid \$100 per day for instructional time and will be released for the planning time portion of the work day. The absent teacher will not be charged a personal day, sick day and will not be paid for the day of absence.

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

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

VIII-B SICK LEAVE DONATION PROGRAM

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

A serious illness or injury is an injury or illness:

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

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

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

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

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

shall be retained by the bargaining unit member who made them available. The CFO or his/her designee will provide e-mail verification to any member whose days are used.

VIII-C PERSONAL LEAVE

1. Staff member requesting personal leave shall state purpose* in requesting approval from immediate supervisor. A form will be provided – see page 53.
2. Personal leave must be approved in advance and shall be used only for such purposes or in connection with activities which cannot be accomplished during the non-working hours.
3. Personal leave may not be used immediately before or after any break period, holiday, or weekend containing a holiday, and may not be used to extend any vacation period, except in case of emergency, or significant family business.
4. Personal leave may not be used for recreational or vocational (other income) pursuits.
5. Personal leave shall continue to be non-accumulative and granted up to three days per contract year. For part-time employees, this shall be taken to mean that person's daily work schedule.
6. This regulation voids and supersedes any previous guidelines relating to personal leave.
7. Teachers shall be permitted to take one personal day for a significant occurrence that may not be otherwise covered by the personal leave policy.
- * The employee shall not be required to explain in detail the purpose of a request involving matters of a very personal or embarrassing nature. Any employee, if such a situation occurs, may report to his immediate supervisor that the absence is for "very personal" reasons which meet the provisions of the personal leave policy. The immediate supervisor shall approve or deny such occasional requests on the same basis as would be applied when specific reasons are given. Regular or habitual use of the "very personal" purpose by any employee or the use of a "very personal" day for the purposes not allowable under personal leave regulations will result in the denial of the request for such leave.

PERRY LOCAL SCHOOLS
To Be Completed When Requesting Paid Personal Leave

Date _____

EMPLOYEE NAME _____

I hereby inform the Perry Local Schools that I request a paid personal leave day as follows:

DATE OF LEAVE _____

NUMBER OF HOURS _____

The reason for my personal leave is as follows:

Moving

Funeral not in immediate family

Educational Requirements

Graduation of _____ from _____

Professional meeting including union meeting

Necessary personal or Family Business*

Family Business is defined as a matter involving husband, wife, life partner /significant other, the employee and spouse's child or stepchild, parent, grandparent, stepparent, grandchild, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, parent-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew** or any person related by blood or marriage residing in the same household, or any person for which the teacher serves as a legal guardian or custodian.

** Note: All listed relationships other than the underlined names are considered immediate family.

Emergency such as:

1. Repairs to major appliances
2. House damage
3. Auto Accident

Very Personal

Religious

Other _____
(Describe in space above)

EMPLOYEE SIGNATURE _____

DATE _____

SUPERVISOR APPROVAL _____

DATE _____

VIII-D LEAVE FOR PERSONAL HEALTH AND FAMILY HARDSHIP

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

VIII-E UNPAID MEDICAL LEAVE OF ABSENCE

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

Fringes

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

Reinstatement

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

VIII-F PREGNANCY LEAVE

1. If a pregnant employee prefers not to use accumulated paid sick leave, or exhausts her accumulated sick leave credit, the employee, following the procedures in Section IV-C, may apply for a leave of absence without pay which shall be granted for disabilities resulting from her pregnancy and for her period of confinement.

2. Care-Provider Leave

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

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

b) A request for care-provider leave shall be made sixty (60) calendar days prior to the commencement of the leave.

- c) A meeting with the building administrator and superintendent will be arranged to discuss a mutually convenient separation date as well as the anticipated date of return to full-time employment.
- d) At the election of the employee, the leave of absence shall be granted for the balance of the semester or school year during which delivery or adoption or care is anticipated.
- e) The employee who has taken the leave for the remainder of the school year may have leave extended one (1) additional school year upon request to the building administrator and superintendent made no later than April 1st preceding the year for which such leave is requested. The employee who has taken the leave for the remainder of the first semester of a school year shall have such leave extended for the second semester.
- f) Failure of a non-tenured employee on leave of absence to return a signed contract for the successive school year on or before July 10th shall be treated as a voluntary resignation. Failure of a tenured employee on leave of absence to return a signed letter of intent to fulfill his/her contractual obligation during the successive school year on or before July 10th shall be treated as a voluntary resignation.
- g) Upon return, the employee shall provide a physician's statement indicating the employee's medical condition is such that he/she can resume all assigned duties. The employee shall be assigned to a position similar to that which was held prior to the leave. If no such position is available, he/she will be assigned to a position within his/her area(s) of certification.
- h) Eligible employees shall be required to use other paid and unpaid leaves concurrently with their FMLA leave.

VIII-G ASSAULT LEAVE

1. When it is determined by the Local Superintendent or his designee that there has been an assault upon a teacher that results in a substantiated injury, be that assault verbal or physical, while that teacher is performing duties, or an assault on a teacher is a result of a teacher's performance of duties, which results in the teacher being absent, such absence will not be charged to the teacher's sick leave, and the teacher will receive paid assault leave at his/her daily rate of pay during the period of disability caused by the assault.
2. This disability must be verified by a physician/licensed counselor and verified by the Superintendent. The employee shall furnish the Board with a signed statement to justify the use of assault leave. If the employee requires medical attention as a result of an assault, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment. The Board has the right to require that the employee be examined by a physician mutually selected by the Association and the Board.

VIII-H EVENING PROGRAMS: PARENT TEACHER CONFERENCES

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

ARTICLE IX

PROFESSIONAL IMPROVEMENT

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

ARTICLE IX

PROFESSIONAL IMPROVEMENT

IX-A SABBATICAL LEAVE

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

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

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

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

IX-B PROFESSIONAL MEETINGS

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

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

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

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

IX-C VISITATION POLICY

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

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

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

Teachers should discuss preliminary plans with the appropriate principal before

scheduling a visit to any other school. Teachers may be asked to provide brief written and/or oral summaries to inform other staff members concerning programs observed. Such approved visitation shall not be deducted from teacher sick leave or personal leave and the teacher shall receive his regular salary for the visitation day. The Board of Education shall be obligated to reimburse the teacher for transportation.

IX-D IN-HOUSE PROFESSIONAL DAY

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

IX-E MENTORING PROGRAM

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

Resident Educator

Definition:

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

Responsibilities:

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

Mentor Teacher for Resident Educator

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

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

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

Responsibilities:

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

- Upon completion of each year of support and mentoring, the RE will be provided with formative progress data and feedback to assist in meeting the summative assessment requirements by the end of the RE Program.

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

New to District Teacher

Definition: Teacher that has had previous teaching experience but is a new employee to our district.

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

Mentor for New to District Teacher

Qualifications:

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

Responsibilities:

- Mentors will assist New District Teachers to understand the workings of the school district by meeting with them on a regular basis. When possible, common planning times within the school day will be provided. District Mentors will encourage and support the New to District Teacher to actively participate in any and all Professional Learning Community (PLC) activities/duties.
- Mentor Teachers shall be released from duties to observe their assigned New to District Teachers in two, ½ day visits as necessary without substitute coverage, or if substitute coverage is needed, as approved by building administrator.
- Mentor Teachers will be expected to maintain a log indicating the dates and times of meetings with the New to District Teacher. This will be the only written information provided to the administration and both the Mentor Teacher and the New to District Teacher will sign such log.
- The New to District Teacher may be assigned a mentor who is certified / licensed in the same subject area and where possible the assignment shall be made in the same building.
- Mentor teachers shall not make any recommendation regarding the continued employment of their New to District Teachers.

- All interaction, written or verbal, between the Mentor Teacher and the New to District Teacher shall be confidential information to extent allowed by law.
- No Mentor Teacher shall participate in any informal or formal contractual evaluation of a bargaining unit member.

Reassignment:

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

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

IX-F CONTINUING CONTRACT (TENURE)

NOTICE OF CONTINUING CONTRACT ELIGIBILITY

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

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

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

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

IX-G LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

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

IX-G LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE APPEALS PROCEDURE

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

A. Reasons for Appeal

1. IPDP not accepted
2. Activity not approved
3. Renewal of License not approved

B. Process of Appeal

1. Level I – Reconsideration

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

2. Level II – Third Party Review

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

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

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

Ohio Standards for Professional Development

1. High quality professional development (HQPD) is a purposeful, structured and continuous process that occurs over time.
 - The goals and vision for professional development are clear, focused and aligned with school and district priorities and state and national goals.
 - Professional development is continuous and includes planning, implementation, reflection, evaluation and revision.
 - Professional development supports and advances the leadership capacity of all educators.
 - Educators in small learning teams engage in sustained and ongoing professional development experiences.
 - The structure and culture of the educational community supports professional development as a necessary condition for improvement.
 - Resources are allocated to support the professional development process.
2. High quality professional development (HQPD) is informed by multiple sources of data.
 - School, district, state and national data related to student achievement are analyzed to determine the focus and content for professional development.
 - Educators analyze their practice and examine multiple sources of data to determine the focus and content of their professional development plan.
 - Educators study the research that supports claims made by advocates of a particular approach to instructional improvement or whole school reform.

- Data from evaluations of previous professional development are analyzed to determine the focus and content for future professional development.
3. High quality professional development (HQPD) is collaborative.
 - Professional development provides ongoing opportunities for educators to work together.
 - Diverse teams of educators work collaboratively to plan, deliver and evaluate professional development.
 - Professional development incorporates communication technologies to broaden the scope of collaboration.
 4. High quality professional development (HQPD) includes varied learning experiences that accommodate individual educator's knowledge and skills.
 - Professional learning opportunities are based on identified needs.
 - Professional development includes a variety of learning experiences.
 - Professional development reflects a logical sequence of experiences.
 5. High quality professional development (HQPD) is evaluated by its short-and long-term impact on professional practice and achievement of all students.
 - Professional development is evaluated by assessing levels of participant satisfaction and learning of content.
 - Professional development is evaluated by evidence of new skills applied to practice.
 - Professional develop is evaluated by the extent to which organizations change to improve.
 - Professional development is evaluated on its impact on achievement of all students.
 - The professional development process is evaluated.
 6. High quality professional development (HQPD) results in the acquisition, enhancement or refinement of skills and knowledge.
 - Professional development plans support the understanding and use of local, state and national standards as well as school and district curriculum priorities.
 - Professional development supports the study, evaluation and integration of relevant and current best practices and research into practice.
 - Professional development enhances knowledge, skills and understanding of instructional strategies appropriate to specific content, and addresses the needs of diverse learners.
 - Professional development ensures that all educators understand and use various types of assessments to measure student learning.
 - Professional development provides educators with tools to engage students, families and communities in improving student achievement.

ARTICLE X
BUILDING LEVEL COMMITTEES

ARTICLE X

BUILDING LEVEL COMMITTEES

Building Level Committees (BLC) will be used to further enhance communication between the PCTA and administration. The Building Level Committee is to be co-chaired by the Building Principal and a teacher member of the PCTA. The assigned members on the committee are to be mutually agreed upon by the PCTA and the Administration. One member of the PCTA Executive Committee shall serve on this committee and others as need be.

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

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

ARTICLE XI

EVALUATION / RENEWAL / NONRENEWAL

ARTICLE XI

EVALUATION / RENEWAL / NONRENEWAL

EVALUATION PROCEDURE

The Superintendent of Schools, in cooperation with other administrative and supervisory personnel, is charged with the responsibility of evaluating teachers. The Perry Classroom Teachers Association recognizes the responsibility of the administration to make periodic evaluations of the performance of teachers in accordance with the expectations, policies, and administrative guidelines of the Perry Board of Education and the laws in the State of Ohio.

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

Limited Contract Teachers

Prior to January 15, of each school year, a limited contract teacher shall be observed by a designated evaluator at least twice in order to produce a written summative evaluation. The evaluator shall meet with the teacher no later than January 25, to review and discuss the summative written evaluation. Two additional observations shall be conducted between February 10, and April 1, for any limited contract teacher who may be experiencing performance based concerns and/or who may be being considered for non-renewal of contract. The evaluator shall meet with the teacher to discuss and review any subsequent summative written evaluation no later than April 10.

The evaluator shall schedule a pre-observation conference with each teacher who will be part of the observation-evaluation process before the first observation is conducted. In this conference the evaluator will review the evaluation procedure and answer all questions the teacher may have regarding performance expectations.

Each observation shall be not less than 30 minutes in length. The written summative evaluation shall include areas of commendation and specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and the means by which the teacher may obtain assistance in making such improvements.

If, based upon the summative evaluations completed, the evaluator deems it necessary, additional observations to a maximum of three may be completed during the remainder of the school year. Under such circumstances, the evaluator will schedule the next observation(s) during the week in which it will be held. A summative evaluation of such observations will be reviewed and provided to the teacher if completed.

The teacher and the evaluator will sign copies of any observation/evaluation documents to indicate that the documents have been examined. All original signed observation/evaluation documents shall be placed in the teacher's personnel file with copies retained by the evaluator and the teacher. Any teacher who disagrees with the contents of the written documentation may make timely written reply thereto, which reply shall be annexed to the summative evaluation and copies thereof, and which shall be retained as a part of the evaluation record.

Each teacher's summative evaluation will be discussed with him/her in a teacher-evaluator conference. This conference will provide an opportunity for discussion of the teacher's strengths, significant contributions, and opportunities for continued growth to meet student needs.

The evaluation procedure contained herein controls and supersedes the provisions of O.R.C. 3319.111. The Board shall follow the provisions of O.R.C. 3319.11 with regard to any non-renewal of limited contract teachers.

Continuing Contract Teachers

Generally, continuing contract teachers shall be observed no less than twice every three years by a designated evaluator on or before April 1. Each observation shall not be less than 30 minutes in length and shall be preceded by a pre-observation conference unless as otherwise mutually agreed to by both the teacher and the evaluator. During the pre-observation conference(s), an observation shall be scheduled within one week from the pre-observation conference. Should there be any reason for concern with regards to the observations, such concerns shall be shared with the teacher prior to the completion of a third observation and a written summative evaluation. The evaluator shall meet with the continuing contract teacher no later than April 10, to review and discuss the written summative evaluation. The written summative evaluation shall include a summation of the observation(s) conducted and may include other anecdotal observations of the evaluator representing the teacher's participation in other professional responsibilities not limited to committees, professional meetings, student interactions, co- and extra-curricular activities, etc. Any written report of the summative evaluation shall include areas of commendation and specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and the means by which the teacher may obtain assistance in making such improvements.

Observations completed after April 1, shall be part of the following fall evaluation cycle unless termination of contract is anticipated.

The teacher and the evaluator will sign copies of any observation/evaluation documents to indicate that the documents have been examined. All original signed observation/evaluation documents shall be placed in the teacher's personnel file with copies retained by the evaluator and the teacher. Any teacher who disagrees with the contents of the written documentation may make timely written reply thereto, which reply shall be annexed to the summative evaluation and copies thereof, and which shall be retained as a part of the evaluation record.

Each teacher's summative evaluation will be discussed with him/her in a teacher-evaluator conference. This conference will provide an opportunity for discussion of the teacher's strengths, significant contributions, and opportunities for continued growth to meet student needs.

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

ARTICLE XII
TRANSFERS

ARTICLE XII

TRANSFERS

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

- A. adjust to enrollment changes in individual schools,
- B. balance staffing in terms of experience, training and skills
- C. provide teachers with professional growth opportunities
- D. maximize student achievement most effectively
- E. reduce district costs
- F. re-organize staff due to attrition

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

1. There will be posting of upcoming available positions to see if there are any volunteers within the district before hiring new personnel.
2. When involuntary movement takes place, the certification, training, and experience of the teacher will be considered.
3. Teachers will be entitled to an individual meeting with the principal and administrator (with union representation if the teacher so wishes).
4. Custodial assistance with movement of classroom materials will be made available.
5. Assignments for the following school year will be made prior to July 15. If an opening occurs after July 15, transfers will be made on a voluntary basis only.

ARTICLE XIII
REDUCTION IN FORCE (RIF)

ARTICLE XIII

REDUCTION IN FORCE (RIF)

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

Prior to making any reduction, the Superintendent shall have the authority to make such transfers, as he deems necessary to prevent a reduction in force.

ATTRITION

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

SUSPENSION OF CONTRACTS

Reductions not achieved through attrition will be made in accordance with the recommendations of the Superintendent of Schools. In making his/her recommendations to the Board, the Superintendent will give preference within an affected certification/license area first to employees on continuing contracts, and second to employees who have greater seniority.

SENIORITY

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

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

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

MEASURING LENGTH OF SERVICE

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

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

SENIORITY LIST

The Superintendent of Schools or his/her designee shall post at each work site an annual seniority list and shall provide the President of the PCTA with a list by December 15, of each year. Employees shall have fifteen workdays to challenge to the Superintendent in writing any possible inaccuracies contained in the list. If such adjustment is valid, a new list shall be posted immediately. If there are not challenges to the list within fifteen days, the list shall be considered final until the posting.

REINSTATEMENT

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

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

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

ARTICLE XIV
REOPENER CLAUSE

ARTICLE XIV

REOPENER CLAUSE

In the event of a decrease to the sum of all state revenue (public utility, rollback and homestead, basic aid, etc) decreases from FY2013 to FY2014 by \$2,000,000 or more: the Board and PCTA agree to renegotiate the effects of such occurrence at the end of the second year of the contract.

These negotiations shall be limited to:

1. Salary schedules
2. Health care benefits

This article of the contract sunsets at the end of this negotiated agreement.

ARTICLE XV
SUCCESSOR CLAUSE

**ARTICLE XV
SUCCESSOR CLAUSE**

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

ARTICLE XVI

APPENDICES

- A. CONSIDERATION FOR CONTINUING CONTRACT
- B. CONTINUING CONTRACT CONSIDERATION REQUEST
- C. CONTINUING CONTRACT ELIGIBILITY

Appendix A

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

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

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

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

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

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

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

APPENDIX B

**PERRY LOCAL SCHOOLS
CONTINUING CONTRACT CONSIDERATION REQUEST**

Print Name: _____ Date: _____

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

Please check one of the following responses:

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

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

_____ My Permanent, Professional (8-yr) Certificate, or Professional (5-yr) License is on file with the Board Office.

_____ I anticipate my Professional (5-yr) License will be issued on _____

Teacher's Signature

Building Location

Date

Grade Level/Content Area

APPENDIX C

EXPERIENCE AND LICENSING REQUIREMENTS FOR CONTINUING CONTRACT ELIGIBILITY:

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