



09-12-2017  
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17-MED-03-0350  
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**NEGOTIATED AGREEMENT**

**BETWEEN**

**PERRY LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**AND**

**OAPSE LOCAL NO. 595**

July 1, 2017 - June 30, 2019

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## ARTICLE I RECOGNITION

### A. Recognition of the Association

The Perry Local Board of Education herein referred to as the Board recognizes the Ohio Association of Public School Employees Chapter #595, herein referred to as the Association, as the sole and exclusive bargaining agent for all non-certified personnel included in the composition of the bargaining unit whether on leave, or a per diem basis, employed or to be employed for matters of wages, hours, fringe benefits and working conditions. The Board agrees not to negotiate with any other non-certificated employee organization other than the Association for the duration of this Agreement.

### B. Recognition of the Board

The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Perry Local System and as the employer of all non-certified personnel of the system. The Board may make such rules and regulations as it sees fit not covered specifically in this contract. The wages, benefits and working conditions for employees covered by this Agreement shall be in accordance with the resolutions passed and adopted as policy by the Board of Education.

### C. Composition of the Bargaining Unit

All job classifications (with the exception of substitute classified employees) secretary, custodial, pupil transportation, food service, educational aide, and maintenance, to be a part of the bargaining unit except that of the Superintendent's secretary. The Supervisory positions (Head Cook, Head Bus Driver, Head Custodian) are not part of the bargaining unit.

### D. Membership in Professional Organizations

Both parties recognize that non-certified personnel have the right freely to organize, to join, and support any organization for their professional and/or economic improvement, and that membership in any organization or the payment of a fee or assessment, shall not be a condition of employment. Such organization may set criteria for membership but may not exclude employees as members on the basis of sex, marital status, race, creed, or national origin (or as per law).

### E. Fair Share Deductions

Sixty (60 Days following the beginning of employment, employees in the bargaining unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Board. Such fair share fees shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Board of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Board to the Union in the same manner, except that written authorization for

deduction of fair share fees is not required. Union dues, and/or fair share fees, as certified in writing by the Union annually by September 1, shall be deducted biweekly. Monthly payroll deductions of dues shall be forwarded to the OAPSE State Treasurer with a printout of each employee for whom deductions have been made. The Board shall not be responsible for any dues or fee deductions after the employee's employment terminates. For the purpose of this section, Union dues are a combination of state and local dues. The foregoing provisions regarding fair share fees shall be subject to all requirements of Ohio Revised Codes Section 4117.09 (C), and all other applicable laws of like subject matter. The Union shall indemnify the Board, and non-unit members, including but not limited to the Board's Treasurer (all hereinafter, "the indemnitees"), for, and hold them harmless from, any and all liability, damages and expenses, including, but not limited to legal fees and costs, directly or indirectly incurred by the indemnitees, or any of them because of any legal action or administrative claim brought against them as a result of the provisions of this fair share fee provision.

## **ARTICLE II    NEGOTIATIONS PROCEDURES**

### **A.     Directing Requests**

Requests in writing for negotiation meetings from the Association will be made directly to the Superintendent and the Board of Education ninety (90) days before expiration of the contract.

### **B.     Negotiation Meetings**

An agreement will be reached by the Board or representatives of the Association within five (5) days of the request as to the time and place of the meeting which shall be held within fifteen (15) days after the request has been submitted, unless both parties agree to an extension of time. Both parties will present written proposals of items for discussion at the first meeting. Further meetings shall be held at the request of either party involved and negotiations shall be completed within thirty (30) days or by a mutually agreed time. Meetings shall be scheduled with the least interruption of school schedules, however, if necessary, Association members of the team may be released from school duties without loss of pay to attend meetings. Negotiation meetings shall be in executive session unless mutually agreed by both parties.

### **C.     Representation**

Designated representatives of the Board shall meet with the designated representatives of the Association to negotiate in good faith. Representation shall be limited to three (3) representatives each of the Board and Association. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representative of the other party. The parties mutually pledge their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations. Agreements will be taken to the main body of each group for final approval.

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Up to three (3) consultants may be used by

each of the parties in any of the negotiation meetings. Consultants may interchange with members of the negotiation committee to discuss matters at hand.

E. Study Committees

The parties may appoint joint adhoc study committees to research, study and develop projects, reports and programs, and to make recommendations on matters under consideration. The committees shall report all findings to both parties. The reasonable costs for such committees shall be borne by the party requesting them or jointly if both requested.

F. Information

The Board and Superintendent agree to furnish the Association's negotiation committee, upon request and in reasonable time, unless books are in audit, both prior to and during negotiations, available information concerning financial resources of the district and such other public available information as will assist the Association in developing intelligent, accurate and constructive proposals. The Association agrees to furnish available information on its proposals to the Board's negotiation team.

G. While Negotiations Are in Progress

1. Recesses - The Chairman of either group may recess his/her group for independent caucus at any time. Caucuses shall be of reasonable length (not to exceed one-half hour) unless extended by mutual agreement.

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

3. Item Agreement - As negotiation items receive tentative agreement they shall be reduced to writing and initialed by each party and changed only by mutual agreement.

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

### **ARTICLE III AGREEMENT**

When an agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the Association for formal approval. Following ratification by the Association, the proposal shall then be submitted to the full Board for consideration. If approved by the affirmative vote of a majority of the full Board, the agreement shall then be signed by the parties and shall become part of the official minutes of the Board.

The resulting agreement shall constitute a modification of the Articles of the Document, be binding on both parties and, when necessary, the provisions shall be reflected in individual contractual terms. No provisions of the resulting agreement shall discriminate against any staff member in regard to membership or non-membership in the Association.

## **ARTICLE IV DISAGREEMENT**

### **A. Responsibilities**

The parties pledge themselves to negotiate in good faith and, in the event of failure to reach agreement, to utilize the suggestions of Federal Mediation and Conciliation Service.

### **B. Impasse**

a. In the event an Agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse.

b. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and position of the parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.

c. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on the issues where Agreement has not been reached by either party.

d. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service. The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

1. The Mediator has no authority to recommend or bind either party to any agreements.

## **ARTICLE V RIGHTS OF INDIVIDUALS**

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

## **ARTICLE VI RE-NEGOTIATION**

If agreed to by the Board of Education and the Association, a negotiated agreement or any part thereof may be re-negotiated prior to the termination of the minimum effective time of the agreement or such part. On request of the Board of Education or the Association, following any action by the Ohio General Assembly, changes in Federal law, changes in rules and regulations of the State Department of Education, or changes in the financial status of the district, affecting any agreement or part thereof in effect, re-negotiation may occur on any or all of those parts of the agreement affected by such action. (By mutual agreement)

## **ARTICLE VII PROVISIONS CONTRARY TO LAW**

Consistent with O.R.C. 4117, this Agreement supersedes any conflicting provisions of law and the terms herein govern the wages, hours, terms and conditions of employment of the bargaining unit. If any provisions of this document or any application of the Document to any non-certificated person or persons shall be found contrary to law that cannot be superseded by the Agreement, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect. Hours, days and wages as per Exhibit B (Classified Salary Schedule). Labor Day to be a paid holiday if the employee worked the last scheduled day before Labor Day and the first scheduled day after Labor Day. July 4th to be paid holiday for 11 and 12 month employees. President's Day to be a paid holiday for 12 month employees. Good Friday and New Year's Eve to be paid holidays for all bargaining unit members.

## **ARTICLE VIII PAYROLL DEDUCTION**

1. The Board agrees to deduct the Association dues from the pay of the employees requesting in writing that such deductions be made.
2. Authorization for all Association dues shall continue to be in effect until such time as an employee requests to withdraw from deductions using the authorized agreed to form available from the Association Representative. This must be done between August 21 and 31. Payroll deductions will begin the third pay and continue for 20 pays. State dues to begin on the 4th pay and continue for 20 pays. The Association and its members will hold harmless the Board and its members for any finding made against the Board for any deduction.
3. The amount of dues to be deducted for the Association shall be filed by letter, from the Association to the treasurer, if the amount has changed from the previous year.
4. Employee's retirement contributions shall be tax sheltered as per the memo of understanding of 3-15-01.

## **ARTICLE IX GRIEVANCE PROCEDURE**

A "Grievance" is an established claim of an alleged misinterpretation of misapplication of any of the written procedures of this agreement. Such sections of the agreement shall be quoted in the alleged grievance. Attached is a grievance report form requested by the Association.

Grievance Policy – The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

Party In Interest – The lodging of any grievance shall be the right of an employee and/or other employee. The grieved party has the right of representation of O.A.P.S.E. or other representation at any level.

## GRIEVANCE PROCEDURE

### Step One

Any employee having a grievance shall first discuss such grievance with their immediate supervisor.

### Step Two

If the discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with the immediate supervisor. If such grievance is not lodged within (5) working days (Mondays through Fridays but not paid holidays) following the act or condition, which is the basis of said grievance, said grievance shall no longer exist. The written grievance shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of this agreement allegedly violated, misinterpreted, or misapplied. A copy of such grievance shall be filed with the Superintendent. The employee shall have a right to request a hearing before the building principal. Such hearing shall be conducted within five (5) working days after the receipt of such request. The aggrieved employee shall be advised in writing on the time, place and date of the hearing.

The immediate supervisor shall take action on the written grievance within five (5) working days after the receipt of said grievance, or, if a hearing is requested, within five (5) working day after the conclusion of said hearing. The action taken and the reason for the action shall be reduced to writing and copies sent to the employee and the Superintendent within five (5) working days of said action.

### Step Three

If the grievant is not satisfied with the disposition of the grievance in Step 2 or no disposition has been made within the above time limits, the grievant may complete a grievance report form Sept 3, and submit the grievance to the Superintendent. Within five (5) working days of receipt, the Superintendent shall meet with the grievant. Within five (5) working days of this meeting, the Superintendent shall indicate in writing his/her disposition of the grievance by completing his/her portion of Step 3 and forwarding it to the grievant.

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

### Step 4

If the grievant is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been received within the time period provided above in Step 3, the grievant, with written concurrence from the O.A.P.S.E. President, may submit such grievance to arbitration by completion of the grievance report form Step 4, and filing same with the Board within ten (10) working days of the receipt of the disposition of the Superintendent of the end of the time period in Step 3. If the Superintendent or his/her designee and grievant or his/her representation cannot



agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules shall likewise govern the arbitration proceeding. The arbitrator shall limit his/her decision to the terms of the master contract and shall make no award contrary to law. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of this Agreement, nor shall he/she make any decision contrary to law.

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

The costs for the services of the arbitrator, including his/her per diem expense, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Association and the Board.

## **ARTICLE X LEAVES**

### **PERSONAL LEAVE**

Any employee of Perry Local Schools may during the course of any school year, be required to be absent from school for personal emergencies or business not covered by the Sick Leave Policy. All full time employees may have three (3) days of paid Personal - Emergency Leave if it cannot be charged to sick leave and cannot be scheduled outside of work hours.

Request by letter for this leave shall be made to the immediate superior or principal at least three (3) days prior to such leave, unless an emergency. Such leave is not cumulative.

NOTE: The smallest increment of personal leave is to be one half (1/2) day.

### **SICK LEAVE**

1. Each person employed by the Board shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one fourth (1 1/4) days per month.

2. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease, which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. For purposes of use of sick leave for "immediate family," a grandchild will be included if: (a) there is a death of a grandchild; or (b) the grandchild has an illness or injury and the grandparent has legal guardianship/custody or the grandchild is hospitalized (documentation required). Unused sick leave shall be accumulative to a maximum of 210 days.

3. Smallest increment of sick leave granted to be one half (1/2) day.

4. Any employee who has been on sick leave for four (4) or more consecutive workdays shall, upon request of the superintendent, provide a statement from the attending physician that such employee is able to perform such employee's assigned duties. The superintendent in other

cases may require an employee to promptly provide a medical doctor's certificate, as the superintendent deems appropriate.

5. Sick Leave Pool.

This Sick Leave Pool is intended to provide employees, who will exhaust their sick leave accumulation, with additional sick leave days in cases of catastrophic illness or injury to the employee or the employee's spouse, children or parents residing in the employee's home.

For purposes of this procedure, the term "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. Examples of a "catastrophic" diagnosis include, but are not limited to the following:

- a. Accident resulting in multiple fractures or amputation of a limb.
- b. AIDS
- c. ALS (amyotrophic lateral sclerosis)
- d. Cancer
- e. Mental Illness (requiring hospitalization)
- f. Severe burn involving over 20 percent of the body
- g. Severe head injury requiring hospitalization
- h. Stroke
- i. Heart attack

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

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

- a. Donations from an employee must be in units of three (3) days.
- b. The employee or spouse, children or parents residing in the employee's home to whom the days are given must personally have the catastrophic illness or injury.
- c. Employees will not be eligible to participate in this program until they have accumulated one (1) year of seniority.
- d. No more days can be given than are needed to serve out the regular school year.
- e. The employee must exhaust his/her own sick leave and personal leave first, and donated days must be used consecutively.
- f. The employee who is using donated sick leave will not earn additional sick leave while receiving the donated leave days.
- g. The total number of transferred days an employee can use is thirty (30) in one (1) school year.

- h. Any sick leave days donated to this program by an employee will be forever forfeited.
- i. The Board will be held harmless from the selection of participants.

### **VACATIONS**

All vacations shall be in accordance with the provisions of 3319.084. Only service with Perry Local School District as an employee in a position which entitles the employee to vacation leave shall count in determining the amount of vacation leave to which an employee is entitled, notwithstanding Section 9.44 of the ORC. 1 year of service = 2 weeks vacation; 10 or more years service = 3 weeks vacation; 20 or more years of service = 4 weeks vacation.

Vacation may be taken at any time with the approval of the superintendent.

### **ARTICLE XI PROFESSIONAL DAYS**

Professional leave and the expenses for such leave may be approved at the Superintendent's discretion.

### **ARTICLE XII TENURE**

Initial employment shall be for a minimum of one hundred twenty (120) days to be eligible for a one (1) year contract. All non-teaching employees whose salaries are funded in whole or in part by state or federal funds shall be employed on only one-year limited contracts, regardless of any other provision or law of this agreement.

Thereafter, the Revised Code of Ohio provides that non-teaching fulltime employees shall be reemployed under the following provisions:

1. With a one year of service in the school district, provided their employment is continued, shall be employed for a period of one (1) year. After two consecutive years of continued employment, shall be employed for a period of two (2) years.

2. After the conclusion of the contract, provided in division "A"; and thereafter, providing their employment is continued, the contract shall be on a continuing basis.

### **ARTICLE XIII SENIORITY (BID SYSTEM)**

A. Whenever a vacancy occurs in any non-teaching classification, the vacancy shall be posted on all bulletin boards for five (5) working days after the vacancy occurs. During the summer months only O.A.P.S.E president to be notified.

B. Bus drivers have the right to bid on any routes vacated within five (5) working days.

C. In making appointments of non-certified employee, experience and seniority shall be considered, but shall not take precedence over other equally important prerequisites.

## ARTICLE XIV BUS DRIVERS

1. For field and athletic trips the drivers shall be paid regular hourly rate (per Article IX) up to a maximum of 8 hours and anything over at the rate of \$10.00 per hour. If the trip is less than an hour's driving time, the bus driver may temporarily leave the trip site with the administration's prior consent or return the bus to the District if it is not needed for the safety or welfare of students as determined by a certified staff member or the administration.
2. Breakdown time will continue to be within regular trip time.
3. Bus drivers' physicals paid by County - according to State and County rules.
4. Reimbursement for bus washing at their regular rate for all time when washing buses inside and out as directed by the Superintendent or Board Policy. Any extra outside only washing as directed by Superintendent will be reimbursed at the rate of \$ 30.00.
5. Because the need for a bus driver for certain students with disabilities fluctuates from school year to school year, and even during a school year, an employee hired for this position shall be employed only on a one-year limited contract, which shall automatically expire at the end of each school year without further action by or notice from the Board of Education. In addition, the Superintendent may reduce or increase the scheduled work hours for the driver of a bus for certain students with disabilities as the need fluctuates during a school year; provided, however, that the Superintendent shall give the employee and the Association president written notice of the change in scheduled work hours at least seven (7) calendar days before the change becomes effective. Credit for experience will be considered annually for placement on the salary schedule. Pay to be prorated based on the number of hours.
6. In the event that the head bus driver is absent from work, the superintendent or his/her designee will designate an employee (second in command) to assume the duties of the head bus driver temporarily for the duration of the head bus driver's absence. The second in command will be compensated for two hours (2) pay (1 hour for A.M. & 1 hour for P.M.).
7. The head bus driver is to be a full time (4 hour) driver and to drive trips as assigned by the superintendent.
8. Bus Field Trip Posting:
  - A. Trips to be posted 2 weeks in advance when possible.
  - B. Trips to be posted chronologically according to date of trip and time of trip; date of availability to be determined by the superintendent or his/her designee.
  - C. The number of buses involved to be determined by the superintendent or his/her designee.

9. The board shall pay for C.D.L. licensing and training for substitute bus drivers per administrative policy and guidelines.
10. The board shall pay for in-service and training class for re-certification (every 6 years for re-certification) at the superintendent's direction.
11. Bus drivers to be paid for one hour's pay if tested for drugs and alcohol.

12. Field Trip Assignments:

A. Bus drivers are to rotate for extra field trips and athletic trips unless there is a time conflict due to short notice. Bus drivers' rate of pay for extra field trips and athletic trips will be based on their Regular Driver (4 hours) contract. Field trips cannot be traded or passed. If for any reason a driver is unable to take a field trip, it will be given back to the Transportation Supervisor/Head Bus Driver at least 48 hours in advance to facilitate scheduling, and it will be re-posted in rotation but not by seniority.

B. Late notice trips (<24 hours notice) shall not be assigned as make up trips but will be offered through the Supervisor/designee on the basis of seniority and availability. If the union president/designee does not have a driver accept the trip within two (2) hours of notice that the trip is available, the trip will be assigned as a make-up trip per prior practice.

#### **ARTICLE XV CUSTODIAN**

1. When a custodian calls in sick, we will try to get a substitute rather than work overtime.
2. All employees are to work at their assigned time and job. Unless notified not to come to work, custodians should report to work at their regularly scheduled time and place.
3. Custodians are to punch out when attending O.A.P.S.E. meetings scheduled during their work hours and punch back in when they return to work. Their work day may be extended so they complete a full 8 hour shift.

#### **ARTICLE XVI SECRETARIES**

Each full time secretary shall take thirty (30) minutes for lunch, (not paid). In addition each secretary shall take a break period (paid). Secretaries who are asked to do work during their lunch period or break period shall not do so unless authorized in advance by the Superintendent/designee. All secretaries are to work at their assigned time and job unless notified not to come to work.

#### **ARTICLE XVII WORK SCHEDULE-OVERTIME**

A. The salary, normal work days, hours to be worked, days worked and schedule of work is attached in contract. The Superintendent can vary within law and policy. All building assignments, days worked, hours worked are assigned by the Superintendent.

Employees shall be paid their regular rate of pay for days or parts of days when the schools in which they are employed are closed or start late (up to 3 hours) due to an epidemic or other public calamity, for up to the first five (5) days in each school year or an equivalent number of hours. This specifically supercedes R.C. 3319.081(G) and .082. The Superintendent shall determine which employees shall report on days or equivalent hours when students are not in attendance.

B. Any employee working in excess of forty (40) hours in any one week shall be paid at the rate of one and one-half (1 1/2) times their regular rate for all overtime hours worked. (41 hours = 41 1/2 hours) Any employee who works on a Board approved legal holiday shall be paid at the rate of one and one-half (1 1/2) for all hours worked, plus the holiday, that day, if ordered to work. Work time shall only include time when the employee is actually working and holidays in paid status and not paid absence time (vacation). There shall be no pyramiding of overtime with any other premium payment, including but not limited to premium pay for working on a holiday.

C. No employee is to work overtime hours without prior approval of the employee's principal or supervisor, unless a clear emergency exists.

D. Classified employees will have the ability to vote on the school calendar in an advisory capacity. The board of education will have the final vote in setting the school calendar.

E. Bus drivers will be notified in writing concerning students' bus riding status within the student privacy provisions of the law.

## **ARTICLE XVIII LAY-OFF AND RECALL**

1. When the Board deems it necessary to reduce the number of employees in a job classification due to return to duty of regular employees after leaves of absence including suspension of schools, territorial changes affecting the district or center, decreased enrollment of students or financial reasons, the following procedure shall govern termination.

a. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements in so far as practical and employees who resign, retire, or otherwise vacate a position.

b. Whenever it becomes necessary to lay-off employees by reason as stated above, effected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment to their present classification. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, the employee's date of application for employment shall determine which employee shall be laid off first.

c. The following classification shall be used for the purpose of defining classification seniority in the event of lay-off.

Secretary	Food Service
Custodial	Educational Aides
Pupil Transportation	Maintenance

d. In the classification of lay-off, employees on limited contracts shall be laid off before any employee in that classification employed under a continuing contract is laid off.

2. The Board of Education shall determine in which classification the lay-off should occur and the number of employees to be laid off.

3. Prior to the effective date of lay-offs, the Board of Education shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates, and classifications and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the lay-off. Each notice of lay-off shall state the

- a. Reasons for the lay-off or reduction.
- b. The effective date of lay-off.

#### **ARTICLE XIX CALL BACK TIME**

The Board of Education will pay for two (2) hours at the regular rate of pay if an employee is called back to a building. The Board will pay even if it is overtime and not the employee's fault.

#### **ARTICLE XX SUSPENSION/TERMINATION OF CONTRACT**

The Superintendent may suspend an employee without pay from regular duties for up to thirty (30) days for cause. Prior to imposing a suspension, the Superintendent or his/her designee shall give the employee and Association president written notice of the grounds for suspension and provide the employee with an opportunity for a conference to discuss the proposed suspension. The employee may be accompanied at the conference by another bargaining unit member or a representative of the Association. The employee shall give the Superintendent or his/her designee at least 24-hour notice who, if anyone, will accompany him or her. The employee may file a grievance about the disciplinary suspension which exceeds three (3) days in accordance with the terms of Article X.

Insubordination, lack of respect for authority, willful negligence of duty, degrading statements regarding school board members, school board policy, the school administration, faculty members, school employees and students, and violation of any section of Ohio Revised Code 3319.081(C) by a non-certified school employee shall be deemed sufficient ground for termination of contract by the Board of Education. Any non-certified employee accused of any

of the above mentioned items will be subject to procedures of dismissal provided by law and by the Board of Education. Included for termination is violation of Board Policy.

A hearing shall be granted by Board if requested by employee and be held in executive session.

## **ARTICLE XXI SEVERANCE PAY**

In accordance with RC 124.39, all employees who present evidence of retirement from active service with the Perry Local Board of Education shall be granted severance pay for their accrued but unused sick leave days.

The Perry Local Board of Education will pay severance pay in accordance with the following guidelines:

1. Retirement from active service.
2. Employees must have five (5) or more years of active service covered by S.T.R.S., S.E.R.S., service with the state or political subdivision or combination thereof.
3. Severance pay shall be 1/4 of the value of the unused accumulated sick leave to a maximum of fifty two and one-half (52.5) days.
4. Employee shall express their intent to retire on or before July 10 (unless an emergency exists).
5. Rate of pay shall be that of employee at the time of retirement.
6. Retirement means disability or service retirement under the State Teacher or School Employee Retirement System.
7. Payment shall be made upon evidence that the employee has received their first check from their retirement system.
8. Payment of severance pay shall be made only once and shall eliminate all accrued and unused sick leave at the time the payment is made.

## **ARTICLE XXII MISCELLANEOUS ITEMS**

### **1. GUIDELINE IN EMPLOYMENT OF PERSONNEL**

A. Full credit up to five years within the discretion of the Superintendent in his/her recommendation to the Board will be given for the following:

1. Previous school experience.
2. Previous related industrial experience.
3. Previous related military experience.



### Calendar Committee, Other Meetings and Training

1. The Board shall allow one classified employee to serve on the school calendar committee.
2. All mandatory meetings are paid at employees' hourly rate and must be approved by the superintendent in writing.
3. The Board will offer first aid training for all classified employees when the district-wide training is offered. This includes any scheduled district-wide make-up training sessions.

### Nursing Duties

Bargaining unit members will not be asked to perform duties that constitute the practice of nursing as a registered or licensed practical nurse, as defined in R.C. Chapter 4723. This shall not prevent any bargaining unit member from providing emergency care pursuant to R.C. 2305.23.

## **ARTICLE XXIII - OCCUPATIONAL SAFETY AND HEALTH**

A. Before exercising his or her right under R.C. 4167.06, and employee must contact his or her immediate supervisor, principal or Superintendent and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of R.C. 4167.06, the employee must exhaust the process set forth in paragraph (C) (1-2) below.

B. An employee who wishes to assert a claim of discrimination as defined in R.C. 4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge.

C. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Union nor an employee may file a complaint alleging a health or safety violation pursuant to R.C. 4167.10 until the following process has been completely exhausted:

1. An employee or Union representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor or principal, within two (2) work days of the occurrence of the alleged violation.

2. If the immediate supervisor or principal does not resolve the allege violation to the employee's satisfaction, the employee or Union must file a formal complaint with the Superintendent within two (2) work days of the supervisor's or principal's response. If the supervisor or principal does not respond by his/her deadline, then the employee or union may file their appeal within two (2) workdays of that deadline. The Superintendent or his/her designee

shall meet with the employee or Union representative in an attempt to resolve the alleged violation. Within ten (10) workdays after the conference, the Superintendent shall provide his/her written response to the alleged violation.

#### **ARTICLE XXIV - CRIMINAL BACKGROUND CHECKS**

A. The parties acknowledge that R.C. 3319.39 requires the Board of Education to release from employment someone who has been hired subject to the condition that he or she have a clean record on a criminal records check and who receives a negative report. If the records check on such a person discloses a conviction or guilty plea, which disqualifies the person from employment in a position in this bargaining unit, the following procedure shall be followed:

1. Upon receipt of the report from the Bureau of Criminal Identification and Investigation, the Superintendent or designee shall give the person a copy of the report and written notice of the Superintendent's intention to release the employee from employment pursuant to R.C. 3319.39.

2. The Superintendent shall hold a conference promptly with the person who is subject to an adverse criminal records check and provide that person with an opportunity to challenge, explain, or rebut the criminal record report as the basis for required release from employment under the law.

3. The Superintendent then shall determine whether the statute requires release of the employee and shall notify him/her of the Superintendent's decision in writing. The Superintendent's notice shall contain the effective date of the release, and the release shall become effective at the time specified by the Superintendent.

B. This section is the exclusive procedure for release of a bargaining unit from employment because of an adverse criminal records check in accordance with R.C. 3319.39. The bargaining unit member's release shall not be subject to any other provision of law or of this collective bargaining agreement with respect to the dismissal, nonrenewal, or termination of employees. The release of an employee pursuant to this section is not subject to the grievance procedure.

#### **ARTICLE XXV WAGES**

All employees will be paid through direct deposit in twenty six (26) Bi-weekly pays per year. Bargaining unit members will receive a 2.5% wage increase, effective July 1, 2017, and a 2.4% wage increase, effective July 1, 2018, as detailed in the wage schedules attached at Exhibit B.

#### **ARTICLE XXVI FRINGE BENEFITS**

A. The Board of Education agrees to provide at full cost to the Board a Term Life Insurance plan in the amount of \$ 25,000.00 for all full time employees.

B. Hospitalization

1. For all present employees working 30 or more hours per week, the Board will pay the following percentage of the premium for these plans offered by the Allen County Schools Health Plan (outlined in attached Exhibit C):

High Deductible Plan	85%
Medium Deductible Plan	85%

2. The Board will pay 50% of the premium cost for all employees working less than 30 hours per week. The employee's share to be paid through payroll deductions.

3. As of July 1, 1984, for all new employees not eligible for any other coverage elsewhere, the Board will pay the percentage of the premium for single coverage, for each plan that is offered by the Allen County School Health Plan as outlined in the attached Exhibit C.

C. The Board of Education will pay 98% of the premium cost for dental insurance that is offered through the Allen County Schools Health Plan for all eligible employees.

D. Payroll Deduction Accounts - Any additional voluntary payroll deduction accounts must have a minimum of five participants on the Perry staff.

**ARTICLE XXVII DURATION/TERMS**

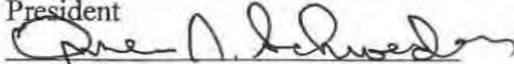
This agreement shall be effective as of 12:00 a.m. on July 1, 2017 and shall continue in full force and effect until 11:59 p.m., June 30, 2019. It supersedes all previous agreements between the Board and O.A.P.S.E. and constitutes the entire agreement between the parties. The parties waive the right to negotiate further with respect to any matter covered in this agreement. Any amendment to this agreement shall not be binding on either party unless executed in writing.

Board of Education  
Perry Local School District

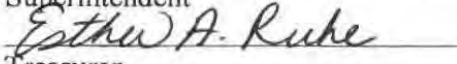
Ohio Association of Public School Employees/  
AFSCME Local 4/AFL-CIO, Local #595



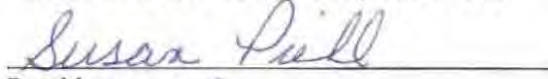
President



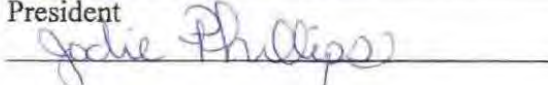
Superintendent



Treasurer



President







Step 3

I hereby request that my grievance be forwarded to Step 3.

Date: \_\_\_\_\_ Grievant's Signature \_\_\_\_\_

Received by Supervisor/Designee \_\_\_\_\_  
Date Superintendent/Designee

Disposition: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Date Superintendent/Designee

Step 4

Arbitration

I hereby request the grievance be forwarded to Arbitration.

Date: \_\_\_\_\_ Union Signature: \_\_\_\_\_

Received by Superintendent/Designee: \_\_\_\_\_  
Date Superintendent/Designee

Attachments may be included

**EXHIBIT B**

<b>PERRY LOCAL SCHOOL</b>									
<b>CLASSIFIED SALARY SCHEDULE 2017-18</b>									
<b>2.5% Raise</b>									
<b>Secretaries</b>		Per Hour					190	1425	Hours
0	14,663	10.29		Based on 9 Months					
1	15,732	11.04		7 1/2 Hours / Day Excluding Lunch					
2	16,744	11.75		10 Month Sect'y - Add 1/9					
3	17,927	12.58		11 Month Sect'y - Add 2/9 & 2 Holidays					
4	18,910	13.27		12 Month Sect'y - Add 3/9 & 2 Holidays					
5	20,050	14.07							
6	21,218	14.89		Sub Pay - 10.29 / Hour					
<b>Accounting Clerk</b>							260 Days	2080	Hours
0	30,243	14.54		8 Hours / Day					
1	32,053	15.41							
2	33,966	16.33							
3	35,963	17.29							
4	38,085	18.31							
5	40,435	19.44							
<b>Cooks</b>							189	1512	Hours
0	15,286	10.11		4/8 Hours / Day including lunch					
1	16,209	10.72							
2	17,146	11.34							
3	17,569	11.62							
4	18,537	12.26							
5	19,429	12.85		Sub Pay - 10.11 / Hour					
<b>**Certified Cooks - Add \$100 to Base Pay</b>									
<b>Teacher's Aide</b>							186	1209	Hours
0	12,223	10.11		6 1/2 Hours / Day excluding lunch					
1	12,960	10.72							
2	13,710	11.34							
3	14,049	11.62							
4	14,822	12.26							
5	15,536	12.85		Sub Pay - 10.11 / Hour					

**EXHIBIT B CONT.**

<b>Teacher's Aide</b>						186	1209	Hours
0	12,223	10.11	6 1/2 Hours / Day excluding lunch					
1	12,960	10.72						
2	13,710	11.34						
3	14,049	11.62						
4	14,822	12.26						
5	15,536	12.85	Sub Pay - 10.11 / Hour					
<b>Bus Driver</b>						189	756	Hours
0	12,028	15.91	4 Hours / Day					
1	12,444	16.46						
2	12,897	17.06						
3	13,275	17.56						
4	13,699	18.12	Sub Pay - 15.91 / Hour					
<b>PERRY LOCAL SCHOOL</b>								
<b>CLASSIFIED SALARY SCHEDULE 2017-18</b>								
<b>Bus Mechanic</b>						260 Days	2080	Hours
0	37,690	18.12	8 Hours / Day					
1	38,979	18.74						
2	40,914	19.67						
3	42,952	20.65						
<b>Custodians</b>						260 Days	2080	Hours
0	28,038	13.48	8 Hours / Day					
1	28,954	13.92						
2	29,640	14.25						
3	30,597	14.71						
4	31,304	15.05						
5	32,302	15.53	Sub Pay - 13.48 / Hour					
<b>** Custodial Fireman - Add \$3327 to Custodial Base</b>								
<b>Maintenance / Fireman Coordinator</b>						260 Days	2080	Hours
0	37,690	18.12	8 Hours / Day					
1	38,979	18.74						
2	40,914	19.67						
3	42,952	20.65						



**EXHIBIT B CONT.**

<b>Bus Drivers:</b>									
Regular Driver				4 Hrs / Day - 756 Hrs Total					
Kindergarten Driver				2 Hrs / Day - 378 Hrs Total					
Kindergarten Driver & Reg Driver				6 Hrs / Day - 1134 Hrs Total					
Parochial				2/3 Regular Pay = 504 Hours Total					
<b>Cooks:</b>									
<b>ADD \$100 TO BASE PAY FOR COOKS WHO ARE CERTIFIED (MUST SHOW CARD EVERY TIME IT IS RENEWED)</b>									
<b>Each Classified Employee Shall Receive Service Credit as Follows:</b>									
Add \$838 to Base in 10th Year									
Add \$391 to Base in 12th Year									
Add \$436 to Base in 15th Year									
Add \$423 to Base in 20th Year									
Add \$426 to Base in 25th Year									
<b>Holidays:</b>									
<b>All 9 &amp; 10 Month Employees will Receive 8 Paid Holidays:</b>									
Labor Day, Thanksgiving, Christmas, <b>New Years Eve</b> , NY Day, Martin Luther King Day, <b>Good Friday</b> , Mem'l Day									
<b>All 11 &amp; 12 Month Employees will Receive 10 Paid Holidays:</b>									
Labor Day, Thanksgiving, Christmas, <b>New Years Eve</b> , NY Day, MLK Day, Presidents Day, <b>Good Friday</b> , Mem'l Day, July 4th									
<b>Custodial, Maintenance, Mechanic &amp; Acct'g Clerk also receive Christmas Eve</b>									

**EXHIBIT B CONT.**

<b>PERRY LOCAL SCHOOL</b>									
<b>CLASSIFIED SALARY SCHEDULE 2018-19</b>									
<b>2.4% Raise</b>									
<b>Secretaries</b>		Per Hour					190	1425	Hours
0	15,020	10.54		Based on 9 Months					
1	16,103	11.30		7 1/2 Hours / Day Excluding Lunch					
2	17,143	12.03		10 Month Sect'y - Add 1/9					
3	18,354	12.88		11 Month Sect'y - Add 2/9 & 2 Holidays					
4	19,366	13.59		12 Month Sect'y - Add 3/9 & 2 Holidays					
5	20,534	14.41							
6	21,731	15.25		Sub Pay - 10.54 / Hour					
<b>Accounting Clerk</b>							260 Days	2080	Hours
0	30,971	14.89		8 Hours / Day					
1	32,822	15.78							
2	34,778	16.72							
3	36,816	17.7							
4	39,000	18.75							
5	41,413	19.91							
<b>Cooks</b>							189	1512	Hours
0	15,649	10.35		4/8 Hours / Day including lunch					
1	16,602	10.98							
2	17,554	11.61							
3	17,993	11.90							
4	18,976	12.55							
5	19,898	13.16		Sub Pay - 10.35 / Hour					
**Certified Cooks - Add \$100 to Base Pay									
<b>Teacher's Aide</b>							186	1209	Hours
0	12,513	10.35		6 1/2 Hours / Day excluding lunch					
1	13,275	10.98							
2	14,036	11.61							
3	14,387	11.90							
4	15,173	12.55							
5	15,910	13.16		Sub Pay - 10.35 / Hour					

**EXHIBIT B CONT.**

<b>Teacher's Aide</b>						186	1209	Hours
0	12,513	10.35	6 1/2 Hours / Day excluding lunch					
1	13,275	10.98						
2	14,036	11.61						
3	14,387	11.90						
4	15,173	12.55						
5	15,910	13.16	Sub Pay - 10.35 / Hour					
<b>Bus Driver</b>						189	756	Hours
0	12,315	16.29	4 Hours / Day					
1	12,746	16.86						
2	13,207	17.47						
3	13,593	17.98						
4	14,024	18.55	Sub Pay - 16.29 / Hour					
<b>PERRY LOCAL SCHOOL</b>								
<b>CLASSIFIED SALARY SCHEDULE 2018-19</b>								
<b>Bus Mechanic</b>						260 Days	2080	Hours
0	38,584	18.55	8 Hours / Day					
1	39,915	19.19						
2	41,891	20.14						
3	43,992	21.15						
<b>Custodians</b>						260 Days	2080	Hours
0	28,704	13.80	8 Hours / Day					
1	29,640	14.25						
2	30,347	14.59						
3	31,325	15.06						
4	32,053	15.41						
5	33,072	15.90	Sub Pay - 13.80 / Hour					
			** Custodial Fireman - Add \$3327 to Custodial Base					
<b>Maintenance / Fireman Coordinator</b>						260 Days	2080	Hours
0	38,584	18.55	8 Hours / Day					
1	39,915	19.19						
2	41,891	20.14						
3	43,992	21.15						

**EXHIBIT B CONT.**

<b>Maintenance / Fireman Coordinator</b>				260 Days	2080	Hours
0	38,584	18.55	8 Hours / Day			
1	39,915	19.19				
2	41,891	20.14				
3	43,992	21.15				
<b>Bus Drivers:</b>						
	Regular Driver		4 Hrs / Day - 756 Hrs Total			
	Kindergarten Driver		2 Hrs / Day - 378 Hrs Total			
	Kindergarten Driver & Reg Driver		6 Hrs / Day - 1134 Hrs Total			
	Parochial		2/3 Regular Pay = 504 Hours Total			
<b>Cooks:</b>						
<b>ADD \$100 TO BASE PAY FOR COOKS WHO ARE CERTIFIED (MUST SHOW CARD EVERY TIME IT IS RENEWED)</b>						
<b>Each Classified Employee Shall Receive Service Credit as Follows:</b>						
	<b>Add \$858 to Base in 10th Year</b>					
	<b>Add \$400 to Base in 12th Year</b>					
	<b>Add \$446 to Base in 15th Year</b>					
	<b>Add \$433 to Base in 20th Year</b>					
	<b>Add \$436 to Base in 25th Year</b>					
<b>Holidays:</b>						
<b>All 9 &amp; 10 Month Employees will Receive 8 Paid Holidays:</b>						
Labor Day, Thanksgiving, Christmas, New Years Eve, NY Day, Martin Luther King Day, Good Friday, Mem'l Day						
<b>All 11 &amp; 12 Month Employees will Receive 10 Paid Holidays:</b>						
Labor Day, Thanksgiving, Christmas, New Years Eve, NY Day, MLK Day, Presidents Day, Good Friday, Mem'l Day, July 4th						
<b>Custodial, Maintenance, Mechanic &amp; Acct'g Clerk also receive Christmas Eve</b>						

**EXHIBIT C**

<b>Health Insurance Rates and Board Paid Health Reimbursement Account (HRA) Effective 7/1/17 through 6/30/19</b>				
	<b>M.D.H.P.</b>		<b>H.D.H.P.</b>	
	These plans are adjustable annually upon an 8% or greater funding adjustment; with PAC feedback			
<b>Deductible:</b>		\$850 single / \$1,700 family		\$2,800 single / \$5,600 family
	<b>Out of Network</b>	\$1,700 single / \$3,400 family	<b>Out of Network</b>	\$5,600 single / \$11,200 family
<b>Coinsurance</b>		75%		90%
		(Amt. after deductible or Copays)		(Amt. after deductible or Copays)
	<b>Max.</b>	\$2,500 single / \$5,000 family	<b>Max.</b>	\$2,900 single / \$5,800 family
	<b>Out of Network</b>	50%	<b>Out of Network</b>	60%
		(Amt. after deductible or Copays)		(Amt. after deductible or Copays)
	<b>Max.</b>	\$3,750 / \$7,500 family	<b>Max.</b>	\$4,300 single / \$8,600 family
<b>Out of Pocket Max</b> (Deductible + Coinsurance ONLY)	<b>In Network</b>	\$3,350 single / \$6,700 family	<b>In Network</b>	\$5,700 single / \$11,400 family
	<b>Out of Network</b>	\$5,450 single / \$10,900 family	<b>Out of Network</b>	\$9,900 single / \$19,800 family
<b>CoPays:</b>	<b>PCP</b>	\$25	after deductible	90% Network / 60% out of Net.
	<b>Urgent</b>	\$45	after deductible	90% Network / 60% out of Net.
	<b>Emergency</b>	\$85 + 75% after deductible		90% after deductible
	<b>Specialist</b>	\$45		90% Network / 60% out of Net.
<b>Rx Copays:</b>				
	<b>Deductible:</b>	\$100/individual; \$200/two persons; \$300/family		After the High Deductible is met:
	<b>After deductible is met:</b>	\$20 generic; \$45 formulary; \$70 brand name; 20% to \$95 Specialty (30 day supply limit)		\$20 generic; \$45 formulary; \$70 brand name; 20% to \$95 after deductible Specialty (30 day supply limit)
	<b>Mail Order Drugs:</b>	2x Retail Copays	<b>Mail Order Drugs:</b>	2x Retail Copays
<b>Annual Maximum:</b>		\$3 mil		\$3 mil
<b>2017 Monthly Rates:</b> (Subject to change)		<u>Single / Family</u> <b>\$611.16 / \$1,514.94</b>		<u>Single / Family</u> <b>\$543.40 / \$1,347.62</b>
	(15%) Employee:	\$91.67 / \$227.24	(15%) Employee:	\$81.51 / \$202.14
<b>Employee &amp; Employer Share /Board Paid HRA:</b>				
		<u>Single / Family</u>		<u>Single / Family</u>
	HRA for 12 months:	\$1,884	HRA for 12 months:	\$1,884
	Additional HRA for 12 months:	\$500 / \$1,000	Additional HRA for 12 months:	\$750 / \$1,500
<b>Dental Insurance:</b>	Premium:	\$92.98	per month	
	Board Share: (98%)	\$91.12	per month	
	Employee Share: (2%)	\$1.86	per month	

## MEMORANDUM OF AGREEMENT

Made as of July \_\_, 2017, by and among the Perry Local School District Board of Education (“Board”) and the Ohio Association of Public School Employees, Local #595 (“Association”);

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

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

2. Board Contributions to HRA.

(a) Between July 1, 2017 and June 30, 2019, for each eligible full-time employee (i.e., those currently receiving employer-funded HRA contributions, including those not receiving Board-provided health insurance), the Board will make contributions to an HRA account in the following amounts:

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

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

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

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

3. Terms and Conditions.

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

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

4. Further Negotiations. The parties agree to further negotiate about the subject of this Memorandum of Agreement as part of negotiations for a successor agreement in spring 2017.

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

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

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL #595

\_\_\_\_\_ Date \_\_\_\_\_

PERRY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

\_\_\_\_\_ Board of Education President Date \_\_\_\_\_

\_\_\_\_\_ Superintendent Date \_\_\_\_\_

\_\_\_\_\_ Treasurer Date \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (“Agreement”) is made as of July \_\_, 2017, by and among the Perry Local School District Board of Education (“Board of Education”) and the Ohio Association of Public School Employees, Local No. 595 (“Association”). The parties agree to the following terms:

1. High School Principal Nick Weingart (“Weingart”) is properly qualified to drive a school bus under Ohio Administrative Code Section 3301-83.
2. The Association agrees that Weingart will be permitted to drive a school bus for the Board of Education in situations when the Board determines an Association bus driver is not available to drive.
3. The Association agrees to waive any right to file a grievance or an unfair labor practice charge with the State Employment Relations Board complaining of the facts and events giving rise to this Agreement or the actions to be taken pursuant to this Agreement.

OAPSE Local No. 595

Perry Local School District  
Board of Education

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Superintendent

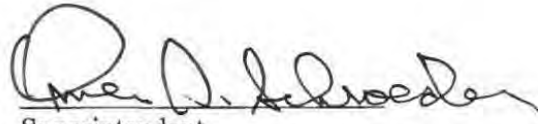



**R.C. 5705.412 CERTIFICATION OF  
ADEQUATE REVENUE FOR CONTRACT**

The Perry Local School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Master Contract between the Board and the Ohio Association of Public School Employees, Local #595, effective from July 1, 2017 through June 30, 2019.

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

  
Treasurer

  
Superintendent

  
Board President

July 31, 2017