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MASTER AGREEMENT

BETWEEN THE

BOARD OF EDUCATION OF THE PENTA CAREER CENTER

AND THE

PENTA CAREER CENTER EDUCATION ASSOCIATION

July 1, 2013 – June 30, 2016

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INTRODUCTION

The Board of Education of the Penta County Vocational School District, hereinafter referred to as the "Board" and the Penta Career Center Education Association, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association" agree as follows:

ARTICLE I - RECOGNITION

A. Representation

The Board recognizes the Association as the exclusive representative for the full-time and part-time regular secondary teachers (i.e. classroom teachers, special education teachers, department heads, librarian, evaluator psychologist and program coordinator), staff counselors and the school nurse; excluding the superintendent, assistant superintendent, directors, supervisors, substitutes working fewer than 60 continuous school days in the same position, non-certificated employees and all other employees of the Board.

B. Part-time Staff

For purposes of this Article only, "part-time" means one-half day or more, five days per week.

C. Full-time Substitutes

Any person employed as a full-time substitute shall become a member of the bargaining unit after 60 continuous school days in the same position.

ARTICLE II - ASSOCIATION RIGHTS

A. Documents

The Board agrees to supply the Association upon reasonable request and within a reasonable time all public documents relating to financial, enrollment, budget and other data necessary to prepare proposals for negotiations. The Board agrees to make Board policies and administrative guidelines available to all bargaining unit members.

B. Use of Facilities

The Association and its representatives shall have the right to use school buildings before and after school hours for meetings, provided that special custodial services are not required. The Board may make a reasonable charge when custodial services are

required. No charge shall be made for use of school rooms before 6:00 p.m. Monday through Friday.

C. Use of Equipment

The Association shall have the right to use district technology and communications. The Association shall pay for the reasonable cost of such equipment and all materials and supplies incident to such use.

D. Official Business

Duly authorized representatives of the Association shall be permitted to transact official association business with the Board on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

E. Bulletin Boards and Use of Mail

The Association shall have the right to post notices of Association business on teacher bulletin boards in faculty planning rooms and use available campus mail service, school mail boxes and school e-mail for communications.

F. Notice of Substantial Changes

The Board shall advise the Association of the existence of major new or substantially modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy which are proposed. The Association shall have the right, upon request, to advise the Administration with respect to said matters prior to adoption.

ARTICLE III - BOARD RIGHTS

A. Management Rights

Except as specifically limited by this Agreement, the Board has the final and sole authority and responsibility to set policy and make final and binding decisions without consultation or agreement with the Association on all matters affecting in any way the Penta County Vocational School District, including its employees.

B. Association Information

The Association shall provide the Board with the following information within a reasonable period of time after request is made:

- a. Name and mailing address of the organization.

- b. Name and address of each area, state and national organization with which it is affiliated.
- c. The name, title and home mailing address of each officer in the organization.
- d. List of the present members of the Association certified to be accurate.
- e. A copy of the Association's constitution and by-laws.
- f. The dues paid by members to the Association.
- g. The dues paid by the Association to affiliates.

ARTICLE IV - INDIVIDUAL RIGHTS

A. Non-Discrimination

The Board and the Association shall not discriminate against any employee subject to this Agreement because of his/her:

- a. Membership or non-membership in the Association;
- b. Participation in negotiations;
- c. Signing a civil and/or criminal complaint for assault or vandalism.

B. Compliance with Federal Law

Nothing in this agreement shall be construed to prevent the board from meeting its mandatory obligations as imposed by federal law. However, where provisions of this agreement exceed and are not inconsistent with federal or state law, the agreement controls.

ARTICLE V - AGENCY FEE

A. Eligibility

1. On or after September 30, 1983, all members of the bargaining unit who either are members of the Association or volunteer to pay a representation fee to the Association, shall thereafter, if required by the Association, remain members in good standing of the Association or, at the member's option, pay a representation fee not to exceed the total dues uniformly required of members of the Association.
2. All members of the bargaining unit who are hired on or after September 30, 1983, shall not later than the 30th day following the beginning of such employment, if required by

the Association, either become and remain members in good standing of the Association or, pay a representation fee not to exceed the total dues uniformly required of members of the Association.

B. Payroll Deduction

1. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership or that a new employee has opted to be a fee-payer, commence the check-off of the fair share fee with respect to the former member, or new employee, and the amount of the fee yet to be deducted shall be the annual membership dues less the amount previously paid through payroll deduction, where appropriate.
2. Payroll deduction of such fair share fees shall begin at the first pay period after January 15 each year for employees of the bargaining unit who have opted to be fee payers. The deduction of the fair share fee by payroll deduction does not require the authorization of the employee.
3. Dues rates and fair share fee rates shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

C. Non-Member Obligations

1. The Association shall notify non-members subject to this article of their obligations to pay a representation fee and such notification shall include a notice of the right and the procedure for non-members to recover the portion of the annual representation fee which is expended for activities or causes of a political or ideological nature or involving controversial issues of public importance only incidentally related to wages, hours, and conditions of employment. The Association shall provide a fair method for annual recovery of such portion of the annual fee plus interest. Non-members subject to this article who have a bona fide religious objection to paying a representation fee may make a charitable contribution in lieu of paying the representation fee.
2. Non-payment of the representation fee shall be pursued, if at all, exclusively by the Association through collection remedies permissible under Ohio law.
3. Payment of representation fees shall not be a condition of continued employment.

D. Arbitration or Court Costs

In the event that an arbitrator or court of law finds that the Board is responsible for the repayment of monies paid to the Association pursuant to this article, the Association shall reimburse promptly to the Board said amount plus all costs, except attorneys' fees incurred by the Board associated with such determination.

ARTICLE VI - GRIEVANCE/ARBITRATION

A. Scope

A grievance is a written complaint that there has been a violation of the terms or conditions of this agreement. The Association may file a grievance if the alleged violation pertains to the Association. The employee may file a grievance if the grievance pertains to the employee. No member of the bargaining unit shall be disciplined or reduced in pay for participation in a grievance.

B. Construction

Nothing contained in this article will be construed so as to prevent the informal adjustment of any grievance. Unless the parties enter into a written waiver to the contrary, each applicable step of the grievance procedure must be pursued to completion before any application for arbitration may be made. In computing any time limit specified in this article, Saturdays, Sundays and holidays shall be excluded. If the Board fails to meet the time requirements for completion of any step, grievant may proceed to the next step unless grievant agrees in writing to an extension of time. All grievances not timely initiated or timely appealed shall be barred unless the Superintendent agrees in writing to an extension of time. During all steps of the grievance process, the Association representative shall have the right to be present.

C. Initiation

A grievance shall be initiated by the serving of it on the supervisor and superintendent if an employee grievance and on the director and superintendent if an Association grievance within 30 days after the occurrence of the facts upon which the grievance is based or within

30 days after the grievant knew or through the exercise of reasonable diligence should have known of the occurrence of the facts upon which it is based. Employee grievances shall be filed at Step One. Association grievances shall be filed at Step Two. Unless the grievance is in writing and states (a) the facts upon which the grievance is based, (b) all contract sections alleged to have been violated, (c) the basis for the grievance and (d) the relief sought, the grievance shall be deemed not to be initiated.

D. Step One

The supervisor shall arrange a meeting between the employee and the supervisor within ten (10) days after receipt of the grievance. The supervisor shall notify the grievant and the Association of the time and place of the meeting. The supervisor shall provide the Association and grievant with a written disposition of the grievance within five (5) days after completion of the meeting. If the grievance involves alleged action or inaction by the supervisor's superior, the supervisor shall so state and such statement shall constitute disposition.

E. Step Two

If the written disposition under Step One is unsatisfactory, the grievance may be appealed in writing to the director within ten (10) days after disposition at Step One. The director will arrange for a meeting between the Association representative, the employee(s) signing the grievance and the director within ten (10) days after receipt of the appeal. The director shall provide the grievant and Association with a written disposition of the grievance within five (5) days after completion of the meeting. If the grievance involves alleged action or inaction by the director's superior, the director shall so state and such statement shall constitute disposition.

F. Step Three

If the director's disposition under Step Two is unsatisfactory, the grievance may be appealed in writing to the superintendent within ten (10) days after disposition at Step Two. The superintendent or his/her designee shall arrange for and preside at a meeting between the Association representative, grievant and the superintendent or his/her designee to take place within fifteen (15) days after the superintendent's receipt of the grievance appeal. Upon the conclusion of the meeting, the superintendent or his/her designee has seven (7) days to present his/her written disposition of the grievance to the Association and grievant.

G. Arbitration

If the Association is not satisfied with the disposition at Step Three, it may within thirty (30) days thereafter submit the dispute to arbitration by sending to the American Arbitration Association (AAA) with a copy to the superintendent, a request for a panel of nine arbitrators. The parties shall mutually select one person to act as arbitrator by alternately striking names from the list of nine received from the AAA. The party to strike first shall be

decided by lot. The arbitration hearing shall be held within 60 days from the date of request for arbitration unless the parties agree to extend that time or the selected arbitrator requests an extension of time due to scheduling problems.

H. Arbitrator's Authority, Decision and Compensation

The Arbitrator will render his/her decision in writing within 30 days after submission or within such additional time as the parties may in writing agree and the arbitrator's decision will be final and binding on the parties. The arbitrator's costs and fees shall be borne equally by the parties. The arbitrator shall hear only one grievance in each case. The arbitrator shall be bound by, and must comply with, all of the terms of this agreement and shall make no decision contrary to law. The arbitrator shall have no power to add to, delete from or modify in any way any of the provisions of this agreement nor establish any new terms or provisions to this agreement. The burden of proof is on the grievant except

in disciplinary actions. It is expressly understood and agreed that no controversy between the Board and the Association with respect to contract negotiations shall be subject to the provisions of this article.

I. Jurisdictional Questions

When a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall first decide the jurisdictional issues, and only after such decision may the arbitrator take evidence on the merits of the grievance, and then only if the arbitrator finds he/she has jurisdiction. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.

ARTICLE VII - NEGOTIATION PROCEDURES /DISPUTE RESOLUTION

A. Negotiating Teams

Each negotiating team may consist of no more than five (5) persons, one of whom may be a consultant. Four team members must be present during the entire negotiation process with one position being a rotating position. All potential team members of the rotating position must be identified two days prior to the start of negotiations.

B. Negotiation Procedures

The following procedures will govern negotiations:

a. Inaugurating steps.

- (1) A notice to negotiate delivered by the Association president to the Superintendent or by the Superintendent to the Association president shall initiate negotiations.

The notice to negotiate may be delivered only within the last one hundred eighty (180) days of the term of this Agreement.

- b. The first negotiating meeting will be scheduled and held within fourteen (14) calendar days after receipt of the notice to negotiate unless a mutually satisfactory later date is agreed upon.

- (1) At this first negotiating meeting the parties will exchange full and complete written proposals. After the first negotiating meeting, new proposals on different topics may not be submitted except by mutual agreement.

C. Reporting

1. When the negotiating teams reach tentative agreement on all issues, each team will present that tentative agreement to their respective parties.

2. In the event that a tentative agreement is not reached and an impasse exists, reports may be presented to the Board and/or Association by their respective parties.

D. Implementation

1. When the Board of Education and Association, by a majority of those voting, each accept the tentative agreement, it shall be deemed ratified and shall become the new agreement between the parties.
2. The Negotiating Team of the Board and/or the Association may appeal to the Board in regular or special session only in the following situations:
 - a. When an impasse exists and such impasse has been previously reported to the Board.
 - b. When the Board rejects a tentative agreement.
3. Upon making such an appeal, and if requested by the Association, the Board shall meet with negotiation teams in executive session within twenty-one (21) days after the appeal is made unless both parties agree to a later date.
4. In the event that agreement is not reached with the Board per section 2 and 3 above and when an impasse exists, either the Board or the Association shall be able to request that a Fact-Finding Committee be formed. This committee will be formed within ten (10) calendar days thereafter unless both parties agree to a later date.
 - a. The Fact-Finding Committee will consist of three members who are not members of the Board or employees of the Board or members of professional Educational organizations and will be chosen as follows:
 - (1) The Board will select one member.
 - (2) The Association will select one member.
 - (3) These two members shall select a third member who will serve as chairman
 - b. This committee will have authority to hold hearings and confer with any parties deemed advisable in seeking to effect a recommendation to the Board and the Association.
 - c. All hearings by the committee shall be in closed session and no news releases shall be made concerning progress of the hearings.
 - d. The committee will submit its recommendations to the superintendent, president of the Association and president of the Board. This report shall be made within fifteen (15) calendar days of the appointment of a chairman unless both presidents agree

to a later date. Each president will present the recommendation to his/her respective organization, who shall accept or reject the recommendation within fifteen (15) days of the date of the report by the Fact-Finding Committee. The recommendation of the Fact-Finding Committee is not binding on the Board or the Association. The ultimate decision on matters under negotiation rests with the Board. The Board is a creature of the law, bound by the law and shall not be expected to violate the law of Ohio.

5. Information cannot be released or given to news media during or between any stages of negotiations unless such information is approved in writing by both the Negotiating Team for the Association and the representative for the Board.
6. Once the Association has had a meeting with eligible employees about the Fact-Finding Committee's report, the Board or its representative shall not be deprived of the privilege of reporting offers of settlement directly to all the teaching staff in writing by distribution through normal school channels, if an impasse exists and a tentative agreement has not been reached following a report of the Fact-Finding Committee. The Association shall not vote to strike over the issue(s) in the report until three work days after it delivers written notice to the Superintendent or his/her designee of intent to hold such a vote. The Board may communicate directly with employees from the time the three day notice is received.

E. Costs

1. Any cost or expense will be paid by the party that incurs the cost or expense.
2. Costs of the Fact-Finding Committee shall be shared equally.

F. Renegotiations

1. Written changes to this Agreement may be made at any time by mutual consent and shall become effective immediately after ratification by both the Association and the Board.
2. Negotiations shall be conducted at a time of the week and a time of the day which will in no way disturb or interfere with regular school work.

ARTICLE VIII - MUTUAL AGREEMENTS

A. No Strike/No Lockout

During the term of this Agreement, the Association agrees not to engage in a strike against the Board and the Board agrees not to engage in a lockout against the Association.

B. Savings Clause

Should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals of time for appeal are exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Agreement shall remain in full force and effect.

ARTICLE IX - TEACHING CONDITIONS

A. Absence

1. It is the teacher's responsibility to call no later than 6:00 a.m. on the day of absence.
2. The teacher must contact his/her supervisor prior to the start of the school day pertaining to his/her absence.
3. Failure to call the substitute service per this article will result in the loss of one day's pay for each occurrence.
4. When a substitute is contracted for teaching duties and subsequently both the regular teacher and the substitute report, the regular teacher may be penalized for this 1/2 day in pay or sick leave time.

B. Advisory Committee Meetings

All approved career and technical education job-training offerings shall have active local Board-approved advisory committees with a majority of members drawn from employers from any relevant industry or occupation for which the committee is established; trade or professional organizations representing any relevant occupations; and organized labor and other community representatives where appropriate. The teacher shall initiate at least one advisory committee meeting during the first semester. There will also be an additional advisory committee meeting or activity during the school year in an ongoing effort to develop partnerships with industry leading to student workplace experiences. Minutes of all official advisory committee meetings or activity reports shall be kept on file as a part of the school district's official records. Additional meetings shall be scheduled by the teacher and supervisor on an as-needed basis. Teachers are required to attend all advisory committee meetings.

C. Assignment

1. Notification of a tentative schedule will be mailed to each employee by August 10 of each year.
2. Upon written request by the Board and/or Association indicating a need, a committee composed of representatives of the Association and the Board will be established to

study issues related to scheduling, preparations, assignments, and class size for the academic staff. The committee will consist of a maximum of four members appointed by the Association and a maximum of four administrators appointed by the Board.

All costs of the committee will be borne by the Board, if approved in advance by the superintendent.

D. Class Size

1. There shall be no more than a maximum of 25 students per instructor in all career and technical classes. An individual workstation shall be available for each of the students assigned to the program.
2. Academic class size shall not exceed an average of twenty-seven (27) students per teacher with no single class size exceeding thirty (30) students. Success Center and/or any duty period, if any, and conference period, are not to be included in determining average class size. The average assigned academic class size shall be rounded to the nearest whole number.
3. If either a permanently assigned career and technical class size or the average permanently assigned academic class size exceeds the prescribed number of students after the first full week in October; the Board agrees to grant the teacher an aide or pay the teacher twenty-five dollars (\$25.00) per day, for each extra full student above the prescribed class size.

E. Discipline

No teacher shall be disciplined, reprimanded, reduced in position or pay or deprived of any professional advantage without cause. Any such discipline, reprimand, or reduction in position or pay shall be subject to the grievance procedure. All information forming the basis for disciplinary action will be made available to the teacher and the Association. The non-renewal of limited teaching contracts and terminations are not subject to this article.

F. Extra Duties

1. Except when a teacher is absent due to student recruiting or attending an Individual Education Plan (IEP) meeting, any teacher covering both his/her class and another teacher's class at the request of the supervisor and at the teacher's consent will receive compensation for the additional class periods on that day at a pro-rata share of his/her per diem rate. Absorbing a class within a class shall not exceed a total student count of 35 students.
2. Supplemental contracts will be awarded for extra duty assignments outside normal teaching duties. Such supplemental contracts shall provide for compensation for such assignments.

G. Lunch Period

Each staff member of the Penta County Board, will be granted at least thirty (30) minutes for lunch each school day which shall be uninterrupted to perform any form of service or school activity. In the event the Board or Association feels a hardship exists in complying with the terms of this article, the parties will meet to discuss this matter.

H. Open House

It is customary to have one Parent Night and Career Night/Open House each year.

Presence of certified staff is crucial and is important for these events

I. Performance Evaluations

1. Performance evaluations are defined as the assessment of the overall performance of the individual teacher in carrying out the professional duties of the assigned position. For the purposes of this article OTES refers to the Ohio Teacher Evaluation System. The evaluation procedure established in this agreement conforms to the framework for the evaluation of teachers developed pursuant to section 3319.112 of the Ohio Revised Code. A final summative evaluation will result in the assignment of a teacher effectiveness rating based on student growth measures and a teacher performance rating.
2. The purposes of performance evaluations are to:
 - a. Serve as a tool to advance the professional development of teachers and to improve instruction.
 - b. Assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.
 - c. Provide for communication between administration and teaching staff dealing with teaching performance.
 - d. Help teachers achieve greater total effectiveness.
 - e. Provide supervision and evaluation in an organized ongoing manner.
 - f. Include both positive and constructive comments.
 - g. Assess the performance of the bargaining unit members based upon Ohio Teaching Standards.
 - h. Determine areas needing improvement.

3. All teachers of Penta Career Center will undergo a performance evaluation in compliance with Ohio law. Said performance evaluation will be conducted by an OTES credentialed evaluator, licensed and employed by the Penta Career Center. One observation will occur in the lab or academic class of the teacher's choice; one observation will occur in the lab or academic class of the credentialed evaluator's choice.
 - a. All teachers on limited or continuing contracts at Penta Career Center will be evaluated in accordance with the Ohio Revised Code requirements. If deemed necessary by the credentialed evaluator, additional monitoring of teacher performance may occur.
4. The scheduling within the evaluation cycle will be as follows:
 - a. Only one credentialed evaluator will visit the classroom of the teacher being observed for the purposes of completing the evaluation cycle unless alternative credentialed evaluators are agreed upon by the teacher and the Supervisor/Director.
 - b. The time of the summative evaluation will be planned by the credentialed evaluator. If a teacher is being considered for nonrenewal, communication will be made by the administration to notify the affected teacher by March 15th when possible.
5. The procedures for evidence collection will be as follows:
 - a. Evidence will be collected by the credentialed evaluator and supplied by the teacher using multiple measures with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based upon teacher performance and student growth.
6. Procedure for evaluation will be as follows:
 - a. Pre-conference will occur before each formal observation. The employee will be contacted within three (3) work days of each formal observation to schedule the face to face post conference meeting. The post conference should be held within ten (10) days of the initial contact with the employee. The teacher's and evaluator's evidence will be discussed and a summary of the observation will be prepared for signatures. The teacher's signature does not necessarily mean agreement with the observation. A written response may be attached to the observation materials.
 - b. A copy of any written evidence must be submitted to the teacher in a manner consistent with the recommendations of the Penta Career Center OTES Committee. The committee will provide suggested timelines and recommend measurement instruments that best serve the organization.

c. A copy of the final summative evaluation will be provided to the teacher and a copy will be submitted via the director to the superintendent's office for the personnel file. The teacher's final summative evaluation, on file in the superintendent's office, will be open for inspection by the teacher. The teacher's signature does not necessarily mean agreement with the final summative evaluation. A written response may be attached to the final summative evaluation.

d. The best practices, forms and documents related to the evaluation cycle will be developed and presented by the Penta Career Center OTES Committee. The OTES committee will be an ongoing collaborative committee represented by six (6) members selected by the PCCEA and six (6) members of the administrative team appointed by the superintendent.

7. If differing viewpoints arise during the summative evaluation, the teacher may request a meeting with the Association president or designee and the credentialed evaluator to attempt to resolve any discrepancies. The summative evaluation will be examined and evaluated by all parties. Findings will be discussed and/or written by the credentialed evaluator and the Association president. The summative evaluation will then be forwarded to the director who will re-write, change or rule that the original document will remain.

8. This Section I supersedes the sections of state law dealing with evaluation of contract teachers.

J. Reduction in Force

1. If the Board determines that it is advisable to reduce the number of bargaining unit positions for one or more of the following reasons:

a. Insufficient enrollment in a program or programs;

b. Loss of revenues;

c. Changes in assignments and responsibilities;

d. Staff realignment recommended by study;

e. Board policy change;

f. Other reductions not related to the evaluation or performance of personnel; the following procedures shall apply:

2. Reductions shall be made in accordance with the Ohio Revised Code by suspending contracts based upon the superintendent's recommendation.

3. The names of teachers whose contracts are suspended will be placed on a recall list for up to twenty-four (24) months beginning the first day of September following the year (July 1 - June 30) in which the Board resolved to suspend contracts unless the teacher has a limited contract that is non-renewed. Teacher evaluations and performance will be the determining factor as to the potential for recall of teachers on the recall list who will retain the following rights:
 - a. No new teachers will be employed by the Board while there are teachers deemed, through a credentialed evaluator, to be developing or higher on the teacher effectiveness rating scale who are on the recall list and who are certified for the vacancy.
 - b. Teachers on the recall list will be recalled in order of seniority (reference Article IX(P) Seniority) for vacancies in areas for which they are certificated given that the teacher is deemed, through a credentialed evaluator, to be developing or higher on the teacher effectiveness rating scale.
 - c. If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are eligible according to these provisions. It is the teachers' responsibility to keep the Board informed of his/her current address and any refresher courses taken while on the recall list. All teachers are required to respond in writing to the district office within seven (7) calendar days (fourteen (14) calendar days if the certified announcement is sent between June 15 and July 15) regarding any such vacancy. Any teacher who fails to respond within seven (7) calendar days (fourteen (14) calendar days if the certified announcement is sent between June 15 and July 15), or who declines to accept the position, will forfeit all recall rights. If the suspended teacher offered the vacancy timely rejects the position because the teacher is employed as a teacher within another district, such teacher will remain on the recall list.
 - d. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.
4. A teacher whose contract is suspended will not be entitled to receive any benefit of employment except as provided in this article.
5. This Article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.
6. This Article does not limit in any way the right of the Board to non-renew limited teaching contracts.
7. Reductions in the bargaining unit are not subject to the grievance procedure.

8. An employee on the recall list may continue health insurance at group rates, if and to the extent specified by federal law, for the employee and his/her eligible beneficiaries as defined by this Agreement. An employee on the recall list also may continue dental and/or vision insurance at group rates for a total period of time not to exceed the greater of the time required by federal law or twelve (12) months. In order to obtain coverage available under this Section, the teacher must pay one (1) month in advance, each month, to the Board's health care consultant, 100% of the regular group premium rate plus any administrative charge. A teacher must elect to continue health, dental and/or vision coverage while on the recall list within sixty (60) days of the effective date of layoff.
 - a. On or before the date of the last pay check, an employee may elect to continue the group life insurance coverage for one year by paying, in advance, the group rate for one year's coverage.

K. Vacancies

1. A vacancy shall be defined as a newly created position in the bargaining unit or a present position in the bargaining unit that is not filled.
2. All vacancies shall be emailed to all staff members via Penta Career Center e-mail system.
3. Each posting shall contain the following information:
 - a. Job Title (Classification)
 - b. Location of work
 - c. Starting date
 - d. Minimum requirements
4. Interested bargaining unit members may apply in writing to the Superintendent, or designee.
5. All vacancies shall be posted on the Penta Career Center website for five (5) days.

L. Workday

1. The normal workday shall be:
 - a. 7 hours and 50 minutes in length Monday through Thursday.

- b. 7 hours and 10 minutes in length on Friday, teacher workdays, and professional development days

with the starting and ending times to be determined by the Board of Education. Notwithstanding this provision, employees shall be expected to fulfill all required job related duties including attendance at parent conferences, staff meetings, and I.E.P./504 conferences. Reasonable efforts will be made to schedule I.E.P./504 and parent conferences during the normal workday. Reasonable efforts will be made to schedule staff meetings one day or more in advance. Staff members will report fifteen (15) minutes earlier than the beginning of their scheduled work day for one week every four (4) weeks for assigned morning corridor duty. Corridor supervision during the school day will be assigned annually, determined by the individual teacher's schedule and location.

2. All staff members are to be at their assigned stations fifteen (15) minutes prior to the start of the student school day.
3. A half day shall be:
 - a. 235 minutes on Monday-Thursday
 - b. 215 minutes on Friday
3. Guidance counselors will be on duty fifteen (15) minutes prior to the start of the student school day.

M. Work Year/Calendar

1. On or before February 1, the superintendent will accept recommendations from the Association President and/or his/her designee regarding the calendar for future years.
2. The calendar will consist of 185 days which will consist of 180 days for students and five (5) additional work days for teachers, which will be as follows:
 - a. 1 day opening staff meeting
 - b. 2 days professional development
 - c. 1 day teacher workday prior to start of school
 - d. ½ day "Teacher Records" day at the end of the first semester
 1. one half day (per Article IX(L)(1)(b) of this contract) at the conclusion of the last student day OR
 2. one half day (per Article IX (L)(1)(b) of this contract) the next workday following the last student day

- e. ½ "Teacher Records" day at the conclusion of the school year
1. one half day (per Article IX(L)(1)(b) of this contract) at the conclusion of the last student day OR
 2. one half day (per Article IX(L)(1)(b) of this contract) the next workday following the last student day
3. All members of the bargaining unit shall attend and participate in the activities of the professional development days as approved by the Staff Development Committee.
- Staff may petition Staff Development Committee to attend alternate professional day activities.
4. If required by law, the calendar will be modified to make up days school is closed to students due to weather or other emergency circumstances.

N. Dress Code

Certified staff are role models for students and should demonstrate pride in themselves and the school by dressing in a professional manner.

O. Hiring Retired Public Retirement System Employees

The board is under no obligation to rehire a current or former bargaining unit member who will be retiring or has retired from the State Teachers Retirement System (STRS).

Any bargaining unit member who retires under STRS or other Ohio public retirement system, and subsequently is re-employed or employed in the district may be hired at a rate of pay different from his or her years of service as specified in the salary index contained in this agreement. This provision and such salary and individual contract with a member expressly supercedes ORC Section 3317.13 and all other applicable laws. While employed by the district subsequent to retirement, such member who is interested in obtaining health care benefits must opt for the health care benefits offered by STRS or the applicable Ohio public retirement system. In addition, such retired member is not eligible for the cash supplement as specified in Article X(F)(2) of this Agreement. Such retired member is not eligible to receive a severance payment upon leaving employment with the district. This provision of the agreement and such salary and contract will not be grievable under the grievance procedures of this agreement nor through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.

Any retired teacher employed prior to July 1, 2001, is not subject to the terms and conditions of this article.

Any person hired under the provisions of this article have all rights accorded in this Agreement unless otherwise specified in this article.

P. Seniority

Seniority is defined as the length of continuous service as a certificated employee under regular contract in this District.

1. Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.
2. If two or more teachers have the same length of continuous service, seniority will be determined by:
 - a. the date of the Board meeting at which the teacher was hired, or if the same Board meeting, then
 - b. the date the teacher signed his/her initial employment contract in the District, or if the same date, by lot.

ARTICLE X - COMPENSATION AND BENEFITS

A. Conference Period Payment

Any career and technical classroom teacher whose regular schedule does not permit a conference period shall be compensated for extra duty in lieu of said conference period. Compensation shall be 10% of Step 0 of the teacher's current column on the salary schedule.

B. Contractual Status

1. Limited contracts are awarded as follows:
 - a. First year with at least the 2 year provisional license - one year contract
 - b.
 1. Second year with at least the 2 year provisional license - one year contract
 2. Third year with 2 year provisional license – one year contract
 3. Fourth year with 2 year provisional license – one year contract
 - c. Third or fourth year with 5 year professional license/teaching certificate - four year contract.
 - d. Seventh year with 5 year professional license/teaching certificate - five year contract.
 - e. A staff member can accept a limited contract for less than the contract he/she is eligible to receive.

2. Continuing contracts are awarded as follows:
 - a. Each limited contract must be completed before a new limited or a continuing contract can be entered into. This limitation does not affect movement on the salary schedule.
 - b. A teacher is eligible to be granted a continuing contract when such teacher has acquired both proper service and proper certification/licensure and requests such consideration in writing to the superintendent between August 1st and September 15th in the last year of the teacher's limited contract.
 1. Service requirement: teachers eligible for continuing service status are those teachers who within the last five years have taught for at least three years in the district, and those teachers who, having attained continuing contract status elsewhere, have served two years in the district.
 2. Continuing contract shall be granted only to the following:
 - a. any teacher holding a professional, permanent or life teacher's certificate.
 - b. any teacher holding a professional educator license who has completed the applicable one of the following:
 1. If the teacher did not hold a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, 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, as specified in rules which the State Board of Education shall adopt.
 2. If the teacher held a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, 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, as specified in rules which the State Board of Education shall adopt.
 - c. Continuing contract status is contingent upon the teacher's maintaining current certification/licensure.
3. Staff members who are employed to work on funded projects shall be given only one-year limited contracts, the renewal of which is contingent, among other things, on refunding of the project. This rule shall not apply to staff members who are transferred from other areas to serve on funded projects.

C. Experience and Licensure on Salary Schedule

1. An official transcript of credit must be on file in the superintendent's and treasurer's office by September 15 to secure credit for additional training for a given school year. Credit for additional training will be given on the last half (50%) of a staff member's contract if appropriate official transcripts are on file with the superintendent and treasurer by February 15. Course work may be either by quarter or by semester.

When converting from quarter to semester hours, three quarter-hours of credit shall equal two semester hours of credit.

2. Movement across Salary Schedule for Degree Equivalency Column is as follows:
 - a. Column 1 to column 2 requires two years of successful teaching experience in the field with:
 1. a teacher certificate OR
 2. the second two-year license OR
 3. a five-year professional licenseand fifteen (15) semester hours toward a degree in education, engineering or other areas with Superintendent's approval.
 - b. Column 2 to column 3 requires a transcript that includes 60 semester hours toward a degree in education or engineering or other areas with Superintendent's approval.
 - c. Column 3 to column 4 requires a transcript that includes 100 semester hours toward a degree in education or engineering or other areas with Superintendent's approval.
 - d. Column 4 to column 5 requires an 8-year professional certificate and/or completion of 2nd year of 5-year license and a Bachelor's Degree in education or engineering or other areas with Superintendent's approval.
 - e. Column 5 to column 6 requires an 8-year professional certificate and/or completion of the 2nd year under a 5 year professional license, a Bachelor's Degree and a transcript that includes 10 semester hours beyond a Bachelor's Degree. At least 7 of the 10 hours must be graduate hours. Any non-graduate hours must be significantly job related and have prior approval of the Superintendent.
 - f. Column 6 to column 7 requires an 8-year professional certificate and/or completion of the 2nd year under a 5 year professional license, a Bachelor's Degree and a transcript that includes 20 semester hours beyond a Bachelor's

- g. Degree. At least 13 of the 20 hours must be graduate hours. Any non-graduate hours must be significantly job related and have prior approval of the Superintendent.
 - h. During the transition between certification and licensure, the Superintendent will review and resolve individual cases when changes in state rules for certification/licensure prevent timely movement across the salary schedule. Only cases which educational requirements have been met will be reviewed.
3. On and after July 1, 1992, movement across the salary schedule for degree columns is as follows:
- a. Column 1 to column 2 requires a Bachelor's Degree and 15 semester hours earned after the date the Bachelor's Degree was obtained. Ten of the fifteen hours must be graduate hours. Any non-graduate hours must be significantly job-related and have prior approval of the employer.
 - b. Column 2 to column 3 requires 150 semester hours with a Bachelor's Degree.
 - c. Column 3 to column 4 requires a Bachelor's Degree and 45 more semester hours of college work after the date the Bachelor's Degree was obtained. Thirty (30) of the forty-five (45) hours must be graduate hours. Any non-graduate hours must be significantly job-related and have prior approval of the employer.
 - d. Column 4 to column 5 requires a Master's Degree.
 - e. Column 5 to column 6 requires a Master's Degree plus 10 graduate level semester hours after the date the Master's Degree was obtained.
 - f. Column 6 to column 7 requires a Master's Degree plus 20 graduate level semester hours after the date the Master's Degree was obtained.

D. Extra Pay

- 1. The provision of leadership and direction to co-curricular clubs is considered part of each career and technical instructor's responsibilities.
- 2. Teachers whose services are requested in writing by their supervisor to attend and supervise students at co-curricular events, shall receive extra duty pay for such services at the rate of twenty seven dollars (\$27.00) per hour for the time spent on non-work days at the event, not to exceed two hundred twenty-four dollars (\$224) for the day.

3. Teachers who have a commercial drivers license with school bus endorsement may be requested in writing to only drive a bus to/from co-curricular events on non-work days, with no other responsibility to supervise students. In that event, such teacher shall receive extra duty pay but only for the time spent driving the bus on a non-work day. Teachers who both drive a bus and supervise students on a non-work day shall be paid at the rate of twenty-seven dollars (\$27.00) per hour for such hours actually worked not to exceed two hundred twenty-four dollars (\$224) for the day.
4. Teachers requested in writing by their supervisor to supervise students on an overnight trip on a scheduled work day will be paid six additional hours per trip at the rate of twenty seven dollars (\$27.00) per hour not to exceed one hundred sixty-two dollars (\$162) per day.
5. Supplemental contracts for extended time shall automatically terminate upon completion of assigned duties and a notice of non-renewal is not required.
6. The activities for which compensation will be paid do not include local club activities nor those activities scheduled within a regular school day.
7. At the sole and exclusive discretion of the superintendent, additional days and compensation for a teacher beyond the maximum provided above may be granted on a case by case basis with no case serving as precedent for any subsequent case.
8. During the term of this Agreement, all bargaining unit members may be eligible on a stipend basis at the rate of twenty seven dollars (\$27.00) per hour for documented satisfactory completion of college courses for credit, professional growth or curriculum development programs. The following criteria apply:
 - a. Only a completed course with a grade of B or higher, S (satisfactory) or P (Pass), series of classes, or programs will be considered for payment.
 - b. In the case of curriculum upgrading or revision, the complete document must meet time frames and be accepted and approved prior to payment.
 - c. Under no circumstances will the following activities be approved:
 - (1) In-service or other activities either that are scheduled as part of the regular school calendar or that can be completed during the normal work day.
 - (2) Professional leave activities on scheduled work days.
 - d. This Article in no way affects responsibilities as detailed in Article IX, L-1, Work Day.

- e. Examples of acceptable professional programs are:
 - (1) Major curriculum revisions,
 - (2) Computer classes or technology update training (other than those scheduled on regular in-service days).
 - (3) Courses for college credit.

 - f. No one will be eligible for more than thirty (30) hours per school year except career and technical or classroom teachers whose regular schedule does not permit a regular conference period who will be eligible for no more than forty (40) hours per school year; and career and technical teachers working toward a bachelor's degree who will be eligible for no more than sixty (60) hours per school year.

Guidelines for documentation, reimbursement, application forms and additional criteria will be developed by the Board.

 - g. For purposes of Article X(D)(7) of this contract, a school year is defined as June 1st through May 31st. Approved coursework and activities must be completed by May 31st for any given year. Application for stipend payment must be made by June 10th of that year.

 - h. Employees serving on committees outside the regular work day may receive an additional professional stipend payment at the discretion of the superintendent or his/her designee.
9. When a certificate or license is a job requirement, programs taken to maintain the certificate or license are not covered by section (3) of this Article. When the Board requires an employee to maintain a commercial drivers license, such employee will be entitled to compensation at the rate of twenty seven dollars (\$27.00) per hour for required training meeting the requirements of section e.(3) of this Article. Employees required to submit to drug testing outside the workday will be paid for one (1) hour to complete the test at the above rate. If the testing process exceeds an hour, actual time will be paid with verifiable documentation.
10. Employees who are required by the Board to have a commercial drivers license shall not be obligated to pay for alcohol testing and/or drug testing required by the Board or by law.
11. Level I academic instructors shall be granted a stipend of three hundred fifty dollars (\$350) per year for writing individualized Education Plans/Evaluation Team Reports (IEP/ETR).
12. Employees will receive a stipend of two hundred fifty dollars (\$250) for attending all of the following events in an academic year:

- a. Parent Night (per Article IX(H) of this agreement)
- b. Career Night/Open House (per Article IX(H) of this agreement)
- c. Evening recruitment/retention events (per staff career-tech assignment)
- d. Advisory committee meetings for respective program (per Article IX(B) of this agreement).

14. A supervisor may determine that support is needed from an instructor to assist with coordinating CTSO activities that involve multiple chapters/classes. These duties would be performed outside of the regular work day and may consist of organizing activities related to competitive or leadership events, registration and travel at the local, regional, state and/or national level. Instructors assisting with these duties will be paid at the rate of twenty seven dollars (\$27.00) per hour as scheduled and approved by the supervisor.

E. Insurance Benefits

1. Eligible employees may elect to receive, medical, dental, life and/or vision insurance benefits will be provided upon the terms and conditions of this article. Such benefits shall not be reduced during the term of this agreement.

For purposes of this article:

PPO means Preferred Provider Organization

HDHP means High Deductible Health Plan

HSA means Health Savings Account

2. Medical, dental and vision insurance are provided for the employee, the spouse, and children per federal and state law.

Any new employee whose scheduled first day of work is on or after July 1, 2013 and who elects medical insurance will have coverage through the PPO until December 31, 2013 and will be required to take coverage through the HDHP effective January 1, 2014.

Any eligible employee may elect not to receive coverage provided by this article. If the election is made, the employee will be entitled to a cash supplement equal twenty-five percent (25%) of HDHP premiums that the Board otherwise would be obligated to pay on behalf of the employee pursuant to this article. Payment of the cash supplement shall be paid twice a year in the second pay of January and July. Any employee who makes the election is thereafter eligible to receive coverage provided by this article by providing forty-five (45) days advance written notice to the Treasurer of the Board canceling the election. If the coverage would otherwise lapse beyond the control of the employee, the notice requirement shall be reduced to fifteen (15) days.

3. The Board shall pay:
 - (a) HDHP
 1. July 1, 2013 – 92.5% of premium payments for the HDHP and dental coverage for the employees selecting the HDHP option
 2. July 1, 2014 – 90% of premium payments for the HDHP and dental coverage for the employees selecting the HDHP option
 - (b) PPO
 1. July 1, 2013 – 87.5% of premium payments for the PPO and dental coverage for the employees selecting the PPO
 2. July 1, 2014 – 85% of premium payments for the PPO and dental coverage for the employees selecting the PPO
 3. July 1, 2015 – 82.5% of premium payments for the PPO and dental coverage for the employees selecting the PPO

4. Coverage begins on the first day of service and terminates on the last day of service which is determined for this purpose to be :
 - (a) August 31 for a non-renewal or non-retirement resignation effective between June 1 and August 31
 - (b) date of receipt of first retirement check if a retirement-resignation
 - (c) in all other cases the last day of the month of the last day of service.

Spouses both working for the Board may elect, in writing, coverage either under the same family plan or under separate single only plans. Once the election is made, it may be changed only during open enrollment or within thirty (30) days after a qualifying event. If such spouses do not make or maintain the same election, they shall be covered under separate single only plans.

5. The Board may institute and pay for a private review and educational program similar to "Pre-view" or "Cost Care" programs.

6. See Appendix A1 for HDHP Summary of Benefits – Family
 See Appendix A2 for HDHP Summary of Benefits – Single
 See Appendix B for PPO Summary of Benefits
 See Appendix B1 for PPO Summary of Benefits Prescription Drug Coverage
 See Appendix C. for Dental Summary of Benefits

7. An HSA will be established at a financial institution or account manager designated by the Board for each employee electing the HDHP. The Board will contribute as follows:
 - a. Employees electing the HDHP by September 30, 2013 to be effective January 1, 2014:

50% of deductible in January 2014

50% of deductible in July 2014 if no retirement or resignation received for 2014-15 school year

- b. All employees currently on the HSA and employees not previously electing the HDHP but electing the HDHP by September 30, 2014 to be effective January 1, 2015.
75% of deductible in January 2015 if employee contributes 25% of deductible
 - c. All employees currently on the HSA and employees not previously electing the HDHP but electing the HDHP by September 30, 2015 to be effective January 1, 2016.
50% of deductible in January 2016 if employee contributes 50% of deductible
 - d. New employees for the
 - 1. 2013-14 school year Article X(E)(7)(a)
 - 2. 2014-15 school year – Board will match employee contribution up to 50% of deductible
 - 3. 2015-16 school year – Board will match employee contribution up to 25% of deductible
8. Employee contributions via payroll deduction to the HSA may only be modified the first pay after January 1, April 1, July 1 and/or October 1 of each year.
9. Each employee covered by contract is eligible for a life insurance policy in the amount of \$50,000 with 90% of the premium paid by the Board with no dollar amounts. Coverage is effective on the first day of service and will terminate:
- a. August 31 for a non-renewal or non-retirement resignation effective between June 1 and August 31
 - b. date of receipt of first retirement check if a retirement resignation
 - c. in all other cases the last day of the month of the last day of service.
10. Vision insurance will be provided according to the following criteria:
- a. The Board will provide single coverage vision insurance to members of the bargaining unit upon proper application. The Board will pay for single coverage up to a maximum of 90% of premiums not to exceed \$7.00 per month.
 - b. Employees may also purchase family coverage vision at their sole cost and expense.
 - c. Coverage begins on the first day of service and terminates on the last day of service which is determined for this purpose to be:

- (1) August 31 for a non-renewal or non-retirement resignation effective between June 1 and August 31.
- (2) Date of receipt of first retirement check if a retirement-resignation
- (3) In all other cases the last day of the month of the last day of service.

d. See Appendix D for Vision Summary Benefits

11. A committee composed of representatives of the Association and the Board will meet to research and recommend ways to reduce and/or control health care costs. The committee will be composed of three teachers appointed by the Association and three administrators appointed by the Board. All costs of the committee will be borne by the Board if approved, in advance, by the Superintendent. The committee may submit findings and recommendations of the committee for ratification in accordance with Article VII, Section F (1) of this Agreement.
12. If any law is enacted after the effective date of this Agreement requiring the Board to pay to the government or a government agency money to support health care services, either party may re-open this Agreement to negotiate amendments to this Article under the procedures of Article VII(A)-(E) and (F) (2).
13. The Board may, but is not required to, offer any alternative health plan or level of benefits to employees. No employee is required to accept such offer.
14. Section 125 plan

The employer shall provide to employees a plan for the payment of selected benefits pursuant to Section 125 of the internal revenue code. The benefits available in the plan shall include payment for health insurance premiums by payroll deduction (part A); a flexible spending account (part B) that allows employees to set aside, via payroll deduction, the lesser of two thousand five hundred dollars (\$2,500) per year or the maximum amount allowed by law to pay allowable expenditures pursuant to Section 125 of the internal revenue code; and a dependent care account (part C) that allows employees to set aside, via payroll deduction, an amount to pay for qualifying dependent care. Once an election to pay into the plan is made, the election shall not be withdrawn during the plan year.

Any employee who leaves the employment of the board during the plan year must pay any balance owed by the plan in part B. The board may withhold pay to insure that payment obligations to the plan are satisfied. All amounts paid into the plan by any employee and not used during the plan year are forfeited to the board. No payment from the plan will be made without sufficient funds available to make the payment. The board will not fund the plan to pay claims against the plan.

For employees electing the HSA, tax benefits are derived through employee contributions to the HSA account and therefore are not eligible to participate in the flexible spending portion of the Section 125 plan per IRS regulations except to cover

some dental and vision expenses. All employees are eligible for pre-tax premium deductions and dependent care deductions through the Section 125 plan.

F. Payment Schedule

1. Employees will be paid 24 times annually.
2. Employees will be paid by direct deposit into a checking and/or savings account at a financial institution which is part of the Federal Reserve banking system.
3. Employees will be notified electronically each pay of their gross pay, deductions and net pay.

G. Salary Schedule

Year 1 – 2.5% increase on base; one step; One thousand dollar (\$1,000) one time stipend payment to employees employed by Penta Career Center in both the 2012-13 and 2013-14 school years.

Year 2 – 2.0% increase on base; one step

Year 3 – 1.5% on base; one step; \$750 if employee does not move a step

2013-2014 Salary Schedule

STEP	BA BA Eq	BA + 15 BA Eq+15SH	BA5YR/150SH BA Eq+60SH	BA+45 BAEq+100SH	MASTERS MA Eq	MA+10 MAEq+10SH	MA+20 MAEq+20SH
0	38,939 1.0000	41,178 1.0575	43,417 1.1150	45,656 1.1725	47,895 1.2300	50,134 1.2875	52,373 1.3450
1	40,524 1.0407	42,767 1.0983	45,002 1.1557	47,241 1.2132	49,484 1.2708	51,719 1.3282	53,958 1.3857
2	42,113 1.0815	44,352 1.1390	46,591 1.1965	48,830 1.2540	51,068 1.3115	53,307 1.3690	55,546 1.4265
3	43,701 1.1223	45,940 1.1798	48,179 1.2373	50,418 1.2948	52,657 1.3523	54,892 1.4097	57,135 1.4673
4	45,286 1.1630	47,525 1.2205	49,764 1.2780	52,003 1.3355	54,242 1.3930	56,481 1.4505	58,720 1.5080
5	46,871 1.2037	49,114 1.2613	51,349 1.3187	53,588 1.3762	55,831 1.4338	58,066 1.4912	60,305 1.5487
6	48,460 1.2445	50,699 1.3020	52,938 1.3595	55,177 1.4170	57,416 1.4745	59,655 1.5320	61,894 1.5895
7	50,048 1.2853	52,287 1.3428	54,526 1.4003	56,765 1.4578	59,004 1.5153	61,243 1.5728	63,482 1.6303
8	51,633 1.3260	53,872 1.3835	56,111 1.4410	58,350 1.4985	60,589 1.5560	62,828 1.6135	65,067 1.6710
9	53,222 1.3668	55,461 1.4243	57,696 1.4817	59,939 1.5393	62,178 1.5968	64,413 1.6542	66,656 1.7118
10	54,807 1.4075	57,046 1.4650	59,285 1.5225	61,524 1.5800	63,763 1.6375	66,002 1.6950	68,241 1.7525
11	56,395 1.4483	58,634 1.5058	60,873 1.5633	63,112 1.6208	65,351 1.6783	67,590 1.7358	69,829 1.7933
12	57,980 1.4890	60,219 1.5465	62,458 1.6040	64,697 1.6615	66,936 1.7190	69,175 1.7765	71,414 1.8340
13	59,569 1.5298	61,808 1.5873	64,043 1.6447	66,286 1.7023	68,525 1.7598	70,760 1.8172	73,003 1.8747
14	61,154 1.5705	63,393 1.6280	65,632 1.6855	67,871 1.7430	70,110 1.8005	72,349 1.8580	74,588 1.9155
15	62,742 1.6113	64,981 1.6688	67,220 1.7263	69,459 1.7838	71,698 1.8413	73,937 1.8988	76,176 1.9563
16	64,327 1.6520	66,566 1.7095	68,805 1.7670	71,044 1.8245	73,283 1.8820	75,522 1.9395	77,761 1.9970
19	65,916 1.6928	68,155 1.7503	70,394 1.8078	72,633 1.8653	74,872 1.9228	77,111 1.9803	79,350 2.0378
22	67,501 1.7335	69,740 1.7910	71,979 1.8485	74,218 1.9060	76,457 1.9635	78,696 2.0210	80,935 2.0785
25				75,803 1.9467	78,042 2.0042	80,281 2.0617	82,520 2.1192
28					79,626 2.0449	81,865 2.1024	84,104 2.1599
33					81,211 2.0856	83,450 2.1431	85,689 2.2006

2014-2015 Salary Schedule

STEP	BA BA Eq	BA + 15 BA Eq+15SH	BA5YR/150SH BA Eq+60SH	BA+45 BAEq+100SH	MASTERS MA Eq	MA+10 MAEq+10SH	MA+20 MAEq+20SH
0	39,718 1.0000	42,002 1.0575	44,286 1.1150	46,569 1.1725	48,853 1.2300	51,137 1.2875	53,421 1.3450
1	41,335 1.0407	43,622 1.0983	45,902 1.1557	48,186 1.2132	50,474 1.2708	52,753 1.3282	55,037 1.3857
2	42,955 1.0815	45,239 1.1390	47,523 1.1965	49,806 1.2540	52,090 1.3115	54,374 1.3690	56,658 1.4265
3	44,576 1.1223	46,859 1.1798	49,143 1.2373	51,427 1.2948	53,711 1.3523	55,990 1.4097	58,278 1.4673
4	46,192 1.1630	48,476 1.2205	50,760 1.2780	53,043 1.3355	55,327 1.3930	57,611 1.4505	59,895 1.5080
5	47,809 1.2037	50,096 1.2613	52,376 1.3187	54,660 1.3762	56,948 1.4338	59,227 1.4912	61,511 1.5487
6	49,429 1.2445	51,713 1.3020	53,997 1.3595	56,280 1.4170	58,564 1.4745	60,848 1.5320	63,132 1.5895
7	51,050 1.2853	53,333 1.3428	55,617 1.4003	57,901 1.4578	60,185 1.5153	62,468 1.5728	64,752 1.6303
8	52,666 1.3260	54,950 1.3835	57,234 1.4410	59,517 1.4985	61,801 1.5560	64,085 1.6135	66,369 1.6710
9	54,287 1.3668	56,570 1.4243	58,850 1.4817	61,138 1.5393	63,422 1.5968	65,702 1.6542	67,989 1.7118
10	55,903 1.4075	58,187 1.4650	60,471 1.5225	62,754 1.5800	65,038 1.6375	67,322 1.6950	69,606 1.7525
11	57,524 1.4483	59,807 1.5058	62,091 1.5633	64,375 1.6208	66,659 1.6783	68,943 1.7358	71,226 1.7933
12	59,140 1.4890	61,424 1.5465	63,708 1.6040	65,991 1.6615	68,275 1.7190	70,559 1.7765	72,843 1.8340
13	60,761 1.5298	63,044 1.5873	65,324 1.6447	67,612 1.7023	69,896 1.7598	72,176 1.8172	74,463 1.8748
14	62,377 1.5705	64,661 1.6280	66,945 1.6855	69,228 1.7430	71,512 1.8005	73,796 1.8580	76,080 1.9155
15	63,998 1.6113	66,281 1.6688	68,565 1.7263	70,849 1.7838	73,133 1.8413	75,417 1.8988	77,700 1.9563
16	65,614 1.6520	67,898 1.7095	70,182 1.7670	72,465 1.8245	74,749 1.8820	77,033 1.9395	79,317 1.9970
19	67,235 1.6928	69,518 1.7503	71,802 1.8078	74,086 1.8653	76,370 1.9228	78,654 1.9803	80,937 2.0378
22	68,851 1.7335	71,135 1.7910	73,419 1.8485	75,703 1.9060	77,986 1.9635	80,270 2.0210	82,554 2.0785
25				77,319 1.9467	79,603 2.0042	81,887 2.0617	84,170 2.1192
28					81,219 2.0449	83,503 2.1024	85,787 2.1599
33					82,836 2.0856	85,120 2.1431	87,403 2.2006

2015-2016 Salary Schedule

STEP	BA BA Eq	BA + 15 BA Eq+15SH	BA5YR/150SH BA Eq+60SH	BA+45 BAEq+100SH	MASTERS MA Eq	MA+10 MAEq+10SH	MA+20 MAEq+20SH
0	40,314 1.0000	42,632 1.0575	44,950 1.1150	47,268 1.1725	49,586 1.2300	51,904 1.2875	54,222 1.3450
1	41,955 1.0407	44,277 1.0983	46,591 1.1557	48,909 1.2132	51,231 1.2708	53,545 1.3282	55,863 1.3857
2	43,600 1.0815	45,918 1.1390	48,236 1.1965	50,554 1.2540	52,872 1.3115	55,190 1.3690	57,508 1.4265
3	45,244 1.1223	47,562 1.1798	49,881 1.2373	52,199 1.2948	54,517 1.3523	56,831 1.4097	59,153 1.4673
4	46,885 1.1630	49,203 1.2205	51,521 1.2780	53,839 1.3355	56,157 1.3930	58,475 1.4505	60,794 1.5080
5	48,526 1.2037	50,848 1.2613	53,162 1.3187	55,480 1.3762	57,802 1.4338	60,116 1.4912	62,434 1.5487
6	50,171 1.2445	52,489 1.3020	54,807 1.3595	57,125 1.4170	59,443 1.4745	61,761 1.5320	64,079 1.5895
7	51,816 1.2853	54,134 1.3428	56,452 1.4003	58,770 1.4578	61,088 1.5153	63,406 1.5728	65,724 1.6303
8	53,456 1.3260	55,774 1.3835	58,092 1.4410	60,411 1.4985	62,729 1.5560	65,047 1.6135	67,365 1.6710
9	55,101 1.3668	57,419 1.4243	59,733 1.4817	62,055 1.5393	64,373 1.5968	66,687 1.6542	69,010 1.7118
10	56,742 1.4075	59,060 1.4650	61,378 1.5225	63,696 1.5800	66,014 1.6375	68,332 1.6950	70,650 1.7525
11	58,387 1.4483	60,705 1.5058	63,023 1.5633	65,341 1.6208	67,659 1.6783	69,977 1.7358	72,295 1.7933
12	60,028 1.4890	62,346 1.5465	64,664 1.6040	66,982 1.6615	69,300 1.7190	71,618 1.7765	73,936 1.8340
13	61,672 1.5298	63,990 1.5873	66,304 1.6447	68,627 1.7023	70,945 1.7598	73,259 1.8172	75,581 1.8747
14	63,313 1.5705	65,631 1.6280	67,949 1.6855	70,267 1.7430	72,585 1.8005	74,903 1.8580	77,221 1.9155
15	64,958 1.6113	67,276 1.6688	69,594 1.7263	71,912 1.7838	74,230 1.8413	76,548 1.8988	78,866 1.9563
16	66,599 1.6520	68,917 1.7095	71,235 1.7670	73,553 1.8245	75,871 1.8820	78,189 1.9395	80,507 1.9970
19	68,244 1.6928	70,562 1.7503	72,880 1.8078	75,198 1.8653	77,516 1.9228	79,834 1.9803	82,152 2.0378
22	69,884 1.7335	72,202 1.7910	74,520 1.8485	76,838 1.9060	79,157 1.9635	81,475 2.0210	83,793 2.0785
25				78,479 1.9467	80,797 2.0042	83,115 2.0617	85,433 2.1192
28					82,438 2.0449	84,756 2.1024	87,074 2.1599
33					84,079 2.0856	86,397 2.1431	88,715 2.2006

H. Severance Pay

1. Bargaining unit members who retire under the provisions of the State Teachers Retirement System and have ten (10) consecutive years of service with the Board as of June 30, 2015 or fifteen (15) consecutive years of service with the Board as of July 1, 2015, are eligible for severance pay. Death of an eligible employee while under contract of employment with the Board shall be considered as retirement for severance pay. If permitted by law, severance will be paid to beneficiary(ies) designated by the employee on a form provided by the Board, or if no designation, then to the estate of the deceased employee.
2. Severance pay shall be equal to 25% of all accumulated sick leave at the date of retirement not to exceed 71.25 days, or severance pay shall be equal to 28% of all accumulated sick leave at the date of retirement not to exceed 79.80 days if the effective date of retirement is not during the school year. The rate of compensation will be at the daily rate paid immediately prior to retirement. Severance pay is not part of retirement earnings or credit.
3. If notification of pending retirement under the provisions of the State Teachers Retirement System (STRS) is submitted in writing to the Superintendent no later than January 1st for a retirement effective at the end of the current school year/prior to the following school year, the retiring employee shall receive \$2,000.
4. The Board will adopt an Accumulated Leave Plan 401(a) for employees who attain age 55 during the calendar year of retirement. The Board will pay an employee's severance in a lump sum contribution through the Accumulated Leave Plan in the amount calculated pursuant to this Article and in accordance with maximum plan contributions as defined by the IRS. An employee receiving less than \$5,000 in severance will receive his/her severance payment through payroll.

I. State Teachers Retirement System of Ohio

Effective July 1, 1983, each staff member's contribution to the Teachers Retirement System will be deducted from the staff member's pay check, but this amount will not be subject to state or federal income taxes. Payroll deductions for Teachers Retirement will be treated similar to tax-sheltered annuities. The amount deducted for retirement will not be included in taxable gross income shown on the staff member's annual W-2 form.

J. Mileage Reimbursement

Mileage reimbursement for approved travel in personal vehicles shall be at the rate of \$.50 per mile.

ARTICLE XI - LEAVES

A. Assault Leave

1. Assault is defined as: No student, intruder on school property, or the parent or legal guardian of a Penta County student shall intentionally cause physical harm to a teacher.
2. Assault leave is defined as: Leave granted to a teacher who must be absent from his/her duties due to physical disability resulting from an assault incurred while teaching, performing authorized administrative duties, or while officially supervising or directing school related activities sanctioned by the Board of Education.
3. A teacher granted assault leave by the superintendent will be paid his/her full scheduled compensation during his/her period of physical disability not to exceed 30 calendar days less any amounts received at any time by the teacher as compensation under state disability laws and/or the Worker's Compensation Act of Ohio. If permanently disabled, the teacher must apply for disability retirement and no assault leave shall be granted if such retirement is approved. If the teacher receives assault leave compensation and thereafter receives Workers' Compensation or disability benefits, assault leave compensation shall be forthwith returned to the Board of Education in the amount of Workers' Compensation or disability benefits received.
4. Before assault leave can be approved, the teacher shall apply for such leave by furnishing to the superintendent a written statement signed by the teacher describing the cause thereof, the circumstances and events surrounding the assault, including the location and time of the assault, names and addresses of victims and witnesses, and a description of the injuries sustained by each victim of the assault. The teacher shall also furnish to the superintendent at the time of application a statement, signed by a licensed physician, describing the nature of the physical disability, its probable duration and indicating the number of days, based upon sound medical advice, that it would be injurious to the teacher's physical health to return to his/her teaching duties. Assault leave shall not be granted for a number of days greater than that established by the physician as injurious to the teacher's physical health but in no event more than 30 calendar days.
5. Falsification of any information required by the article shall be grounds for termination of employment.
6. If assault leave is applied for and granted, the teacher thereby waives his/her rights, if any, to compensation from the Board, its members, agents and employees other than Workers' Compensation, disability compensation and assault leave compensation provided by this article.

7. No payment shall be made or required for any period which the employee elects to take sick leave.
8. Assault leave shall not be granted if the employee provoked the assault.
9. Assault leave shall not be granted unless the teacher makes application for assault leave within 30 calendar days of the assault unless, as a result of the assault, the teacher is physically unable to make application.

B. Emergency Leave

1. Emergency leave is available upon request by staff members for specified purposes approved by the Board of Education. It cannot be used in lieu of leave of absence or sick leave. Emergency leave may be requested for those matters of legal or personal business requiring the staff member's presence at hours that conflict with the regular teaching assignment. Emergency leave is not to be used for recreational, social, fraternal, civic or other employment or the employment or occupation of the spouse.

Emergency leave should not be used for activities for which other provisions have been made, namely: Sick leave, leave of absence, or other type of leave.

2. An unlimited number of days of emergency leave will be allowable upon need by the staff member. Said emergency leave is to be requested of the supervisor/director three (3) days in advance when possible, stating the reason for the request. If a request for emergency leave is rejected by the director, the staff member, if dissatisfied, may appeal the rejection to the superintendent who will hear the request in the presence of the staff member, the director, and a representative of the Association. Staff members who are on extended service and need emergency leave during this time may do so on the same basis.
3. An emergency leave request form shall be used for all requests. Emergency leave requested for court or legal action or jury duty may simply be checked without further explanation. Some brief explanation will be required for other reasons for the request.

The substantive information requested in the current emergency leave application will not be changed except as agreed by the Board and the Association.

C. Sick Leave

1. Sick leave shall accrue at the rate of 1 1/4 days per month while employed or on a paid leave. The maximum number of days so accumulated shall be 285. Employees with no accumulated sick leave shall be entitled to up to 11 days of sick leave to be charged against future sick leave accrued. Sick leave is not forfeited because of unauthorized absence without pay and is not earned during such absence.

2. All accumulations of unused sick leave credits heretofore accrued under prior laws and policies shall remain to the credit of the sick leave account of each employee on the effective date of this plan. Accrued credits shall be allowed to employees transferring their employment from other boards of education or other political subdivisions in Ohio, provided said credits have been computed under the minimum requirements of the laws of the state of Ohio.
3. Sick leave may be used only for the following reasons:
 - a. Employee's own personal illness - for duration of illness.
 - b. Injury to employee - for duration of injury.
 - c. Exposure to contagious disease that can be communicated in the work place - until quarantine is lifted or danger removed.
 - d. Child birth and complications thereof.
 - e. Death of a father, mother, father-in-law, mother-in-law, step parent, spouse, child, stepchild, grandchild, sibling, grandparent or relative who lives continuously with the employee - five (5) days for each such death.
 - f. Death of an aunt, or uncle— up to two (2) days for each such death.
 - g. Death of a close friend, distant relative or neighbor - one (1) day for each such death, not to exceed five (5) days per year.
 - h. One additional day will be granted for (e) and (f) above for travel of more than 150 miles one way for bereavement services.
 - i. Serious illness or other serious medical emergency of family member not to exceed a total twenty (20) days per year.
 - (1) The illness or medical emergency must be of such a serious nature as to necessitate the employee's personal presence and attention in order to preserve health or life, administer to the dying, or any other medical emergency.
 - (2) A family member for purposes of this Article XI(C)(3)(i) is defined as:
 - a. father, mother, father-in-law, mother-in-law, step-parent, spouse, child, stepchild, grandchild, sibling, aunt, uncle, or
 - b. other relative residing in employee's immediate household
4. Any teacher whose personal illness extends beyond the period of compensation provided by this article shall be granted a leave of absence as provided by this Agreement.
5. The employee shall furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave. Such leave will not be granted unless the statement is complete and filed with the Board within five (5) working days after return to work. A doctor's verification slip will be required for payment of sick leave for absences of three (3) consecutive days in length or longer pursuant to Article XI(C)(3)(a)(b)(c)(d)(h). Falsification of any statement required by this provision shall be grounds for disciplinary action including, but not limited to, suspension or termination of employment.

6. Family Medical Leave Act of 1993 does not affect a bargaining unit member's right to sick leave provided by this Section(C).

D. Unpaid Leaves of Absence

1. A leave of absence is an excused absence, without pay, for a valid reason not covered by any other type of excused absence. The leave may not be used as a substitute for other leaves authorized by this Agreement. A valid reason includes, but is not limited to maternity, adoption of an infant, sabbatical and military leave.
2. A leave of absence may be granted for a period up to 12 months. A leave of absence may be granted for extended illness for up to 24 months. A leave of absence will terminate automatically if a contract is not renewed.
3. An employee on leave of absence shall receive health benefits for the first thirty (30) days of leave unless the leave is granted because of an extended illness in which case the Board shall pay health benefits for the duration of the illness (not to exceed the leave).
4. For employees hired for employment beginning July 1, 2007 and after, an employee who takes disability retirement benefits through the State Teachers Retirement System is not eligible for insurance benefits pursuant of Article X(E) of this contract.
5. Anyone granted leave who has worked a minimum of 120 work days during the school term for which leave has been granted shall be entitled to advancement on the salary schedule to the next step upon return from leave.

E. Military Leave

1. Military leave will be granted in accordance with requirements of State Law.
2. Whenever a teacher who is a member of the National Guard, Air National Guard, Naval Reserve, Air Force Reserve, Army Reserve, Marine Reserve, or other reserve components is called to active duty or active training, involuntarily, during his contractual year, he shall be entitled to leave of absence from his respective duties without pay.

F. Personal Leave

1. One (1) day of personal leave per semester shall be granted to each member of the Bargaining Unit. Personal Leave shall not be used on the day before or after a holiday or scheduled break, on Explore Penta Days, a scheduled professional development day or during the first ten working days or last ten working days of the school calendar. Personal leave cannot be used to extend a holiday, day off, or leave unless its under the provisions of the Family and Medical Leave Act (FMLA).

2. Personal leave shall not need justification or explanation by the teacher. The teacher will give supervisor and substitute service at least three (3) days notice when possible.

G. Perfect Attendance

Employees who are not absent for any part or whole day, during an academic year (except for two personal days, professional leave or jury duty), shall receive four hundred dollars (\$400). Payment will be made not later than the second pay period following the conclusion of the school year.

ARTICLE XII - PROFESSIONAL GROWTH

A. Adult Education Classes

Penta County teachers may enroll in any adult education class offered without paying tuition if and when the following conditions are met:

- a. The class has sufficient adult enrollment to be offered.
- b. A teacher's enrollment does not overcrowd the class or cause the class to exceed maximum enrollment.
- c. Teachers shall pay for books and supplies which they use in class and which will become their property.
- d. At no time shall a situation exist which results in the general public paying or absorbing any of the cost of the teacher's instruction or supplies.

B. Local Professional Development Committee

1. In accordance with law, a district Local Professional Development Committee (LPDC) will be established with the purpose of reviewing and approving Individual Professional Development Plans (IPDP) for recertification/license renewal of certificated personnel. The responsibilities will also include approval of course work, CEU credits and professional growth activities to be used for certification and/or license renewal.
2. In the review of teacher IPDP's, there will be 5 members of the LPDC chosen in accordance with the law: 3 will be teachers appointed by the Association; 2 will be administrators appointed by the superintendent. In the review of administrative IPDP's, the two teacher members will become inactive and nonvoting. No teacher member will serve more than three (3) consecutive years, and will rotate so there is no more than one new teacher member per year.
3. It is the professional responsibility of each Penta County certificated/licensed employee to monitor dates and manage the renewal of his/her certificate(s) or

license(s). Each educator must also maintain proper documentation for renewal and meet required time lines for LPDC processing of these materials.

4. Individual Professional Development Plans will be directly linked to a teacher's professional growth plan through OTES.
5. The chairperson for the committee shall be elected by a majority vote and will rotate every two years.
6. The Penta County Career Center of Education shall provide and pay for all costs related to the mission, training of LPDC members and materials that may be needed to function.
7. The committee shall set the appeals process. Any decisions rendered by the LPDC and/or appeals committee are not subject to the collective bargaining grievance procedures.
8. Compensation for committee members shall be \$700 per fiscal year.
9. Compensation for the LPDC Chairperson shall be \$800 per fiscal year.
10. As long as the Board provides an internal means for fingerprinting, the Board will provide fingerprinting services at no charge related to employment, certification/licensure, renewal, new hires and any other fingerprinting requirements required by law.

C. Resident Educator Program

Per OAC 3301-24-04, a mentor will be provided to teachers required by law to have a mentor.

1. The Resident Educator Program as developed by the State of Ohio will:
 - a. Provide a program of positive formal support to foster professional growth of the individual
 - b. Assess performance of personnel who must earn a professional license
 - c. Operate in accordance with the Teacher Education and Licensure Standards, ODE Guidelines and all applicable laws and rules
2. Definitions
 - a. Resident Educator – any teacher who is employed under a Resident Educator license who has not completed the Resident Educator Program.

- b. Mentor Teacher – a teacher who is trained in the Resident Educator program who will provide formative assistance to a Resident Educator.
 - c. Lead mentor(s) – A Resident Educator trained teacher with OTES training who will be responsible for facilitating the four year Resident Educator program with emphasis on Years 2, 3, and 4 of the Resident Educator cohort program
 - d. Program Coordinator – A Resident Educator trained teacher with OTES training who will coordinate the entire four-year Resident Educator program with emphasis on the assignment and support of Mentor Teachers and Resident Educators in Year 1 as well as playing a cooperative role with the Lead Mentor(s) in his/her role.
3. The Resident Educator Program, including the assessment examination, does not replace the employment evaluation. No Mentor Teacher will participate in any formal or informal contractual evaluation of an Resident Educator or be asked to make formal recommendations regarding employment of an Resident Educator.
4. Program Coordinator, Lead Mentor(s) and Mentors:
- a. The Program Coordinator, who will be designated by the Superintendent or his/her designee, will receive compensation at the rate of \$2,000 per year.
 - i. Will be given a designated period in the school day for mentor activities as the schedule permits
 - ii. Will be permitted, with prior approval of supervisor, time during the regular workday for observations/classroom visits occurring off-campus in satellite programs.
 - b. The Lead Mentor(s), who will be designated by the Superintendent or his/her designee, will receive compensation at the rate of \$1,500 per year.
 - i. Will be given a designated period in the school day for mentor activities as the schedule permits
 - ii. Will be permitted, with prior approval of supervisor, time during the regular workday for observations/classroom visits occurring off-campus in satellite programs.
 - c. Mentor Teachers will receive compensation at the rate of \$1,000 per year
 - i. Assignments are voluntary and will be made considering assignment and schedule
 - d. Will attend required training and activities related to the Resident Educator program

D. Professional Meetings Financed by the Board of Education

- 1. Teachers may be granted leave for attendance at professional meetings. The meeting should relate to the subject area of the teacher. Information gained from

meetings will be shared with others in written report form. The staff member may, upon request by the administration, make a verbal report.

2. Requests for attendance at professional meetings should be made fifteen (15) days prior to the regular meeting of the Board of Education. Forms for making application may be secured from the administrative offices. All applications will be turned in to and reviewed by the director. Every effort will be made to process requests to attend professional meetings and notify the applicant five (5) days before the scheduled meeting.
3. The director will give in writing the reason the director feels the request should not be approved. The reasons should be given to the teacher as soon as possible.

If leave is granted by the Board, the Board shall grant:

- a. Leave without loss of pay if on a school day.
- b. Mileage reimbursement for approved travel in personal vehicles shall be at the rate of \$.50 cents per mile.
- c. Reimbursement for the cost of cab, bus, air or rail fare, and turnpike fees.
- d. Reimbursement for lodging and meals will be made for reasonable amounts as approved by the superintendent in the request to attend a professional meeting.
 - i. Daily meal reimbursement (including taxes and gratuity) will not exceed:
 - a. Breakfast \$10
 - b. Lunch \$15
 - c. Dinner \$25
 - d. or \$50/day when overnight travel is required
 - ii. Gratuity will be reimbursed at 15% (or amount automatically added to tab if large group).
- e. Reimbursement for all registration and other fees that are reasonable for the professional meeting. Cost of special banquets should be included in the meal expenses.
- f. One copy of the approved original request for attendance at the meeting must accompany the reimbursement claim form. Actual receipts for travel, lodging, parking, registration fees and meals must be presented to the superintendent's office with the reimbursement claim form.
- g. No life insurance will be reimbursed by the Board.

E. Staff Meeting Day Before Opening of School

1. The president of Association will share constructive and positive suggestions with the superintendent prior to August 1 and every effort will be made to accommodate those suggestions that support the needs of the opening day of school.

ARTICLE XIII - INSTRUCTIONAL PROGRAM

A. Access to Facilities

If a teacher has reason to be in the classroom or laboratory for the purpose of preparation of instructional materials and/or activities outside normal school hours (7:30 a.m. - 4:30 p.m.), they must have prior approval of their supervisor.

B. Assembly Behavior

Teachers are to sit with their students during the assembly. If your teaching assignment for that period involves students who are not attending the program, the supervisor shall be notified in order for supervision to be arranged for those students. Teachers shall accompany their classes to and from the assembly in an orderly manner and at the scheduled time.

C. Buildings and Equipment

Staff will assist in the responsibility for the general care of school property. Staff assigned to specific classrooms, laboratories and/or other facilities shall be responsible for their care.

- a. Each instructor shall check out toolrooms before and after each shop class. Tools, equipment and supplies shall be stored in an orderly manner when not in use. All hand tools and supplies shall be locked when classes are not in session. A toolroom attendant may be assigned to the toolroom at one-week intervals.
- b. Teachers shall instruct students in the proper use of tools, equipment and supplies and shall hold students responsible for inappropriate use and/or abuse. In case of theft, the instructor shall immediately report the loss to the immediate department administrator.
- c. Any tools and/or equipment that present a safety hazard shall be removed and/or made inoperative until appropriate repairs are made. All such items shall be reported to the immediate department administrator.
- d. Responsibility for major repairs which may interfere with class instruction will not normally be assumed by the instructor.
- e. Teachers shall maintain a record on all equipment that requires regular scheduled maintenance.

D. Course of Study, Curriculum Revision and Instructional Materials Adoption

1. Teacher committees comprised of subject area teachers will be established in various areas of instruction and be charged with recommending improved changes in courses of study, curriculum and instructional materials.
2. The final decision on curriculum and instructional materials made by the superintendent or his/her designee will be based on a joint recommendation of the committee and supervisor.

E. Early Placement Criteria

Recommendation of students for early placement will be made by the career and technical instructor, acted upon by the area career and technical supervisor and approved by the director.

There must be a training plan for coordination of supervision of students on this placement. A written record of the student's progress while on early placement will be maintained in the possession of the instructor, subject to review by the supervisor and director. Criteria governing early placement must be followed.

F. Equipment and Supplies

1. Instructional staff will, on request of supervisor, list and prioritize equipment and supplies for their program. Advisory committees should share in determining appropriate equipment.
2. Staff recommendations will be given consideration for workrooms, audiovisual and instructional programs when the budget for the following year is prepared. When appropriate, a committee may be appointed by the director and the Association president to review and recommend supply and equipment needs for audio-visual and teachers' workrooms.

G. Technology

1. All bargaining unit members using computers provided by Penta Career Center shall be required to sign annually the Staff Computer Network and Internet Acceptable Use Policy and Agreement.
2. Bargaining unit members shall be held harmless from any and all loss, costs, claims, or damages resulting from acts of God or unavoidable accidents.
3. The Board has the right to expect reasonable care in the use and protection of district-owned technology devices.

H. Field Trips/Bus and Field Trip Conduct

1. All field trips must be approved by the appropriate supervisor. The length of any approved field trip (time taken on the daily schedule) may be altered by the teacher during the field trip when necessary to meet unforeseen circumstances.
2. The teacher shall be responsible to assure that procedures are followed.
3. The following procedures will apply to transport students for field trips.
 - a. The instructor(s) or other person(s) in charge of the trip will make a physical inspection of the interior of the bus before any student is permitted to board the vehicle.
 - b. The instructor(s) or other person(s) in charge of the trip will locate himself/herself so as to be able to observe the conduct of all students on the bus.
 - c. No student will be permitted in the bus unless there is the driver or an instructor present.
 - d. No beverage container shall be permitted on the bus unless under the direct control of the person(s) in charge of the trip.
 - e. The instructor(s) or other person(s) in charge of the trip shall inspect the interior of the bus after the last student has disembarked upon completion of the trip.
 - (1) If any trash is left behind by students, this should be cleaned up by the students involved.
 - (2) If any damage to the bus is observed, this should be reported to the proper school authorities at the earliest possible opportunity so that repairs may be made before the bus leaves the school grounds.
 - f. In all cases, students shall know the educational objectives of the field trip, expectations of outcome, and their responsibilities.

I. Guest Speakers

1. Guest speakers may be recommended by staff members.
2. Requests will be made in writing to the supervisor at least five (5) days prior to the planned appearance. The approval or denial will be returned to the requesting person in writing within one (1) school day from the receipt of the request. All requests must follow this procedure.

J. Lesson Plans, Record Books and Grading

1. Lesson plans and assignments must be recorded in the daily lesson plan books or other electronic device as approved by the immediate supervisor.
2. The following information should be included in a

Substitute file:

- a. Class Schedule
- b. Seating Chart/Class Roster
- c. Schedule of teacher's duties
- d. One stand alone complete lesson plan for substitute use

Lesson Plan:

- a. Outline of day's program
 - b. Assignment for students
3. Teachers must record sufficient numerical grades to fairly evaluate the student's work for interim report and at the end of each quarter.
 4. Student grades shall be determined by the procedures outlined in the administrative manual.
 5. Student Services will send interim reports each quarter to Parents/Guardians of all students. If student's grade drops below passing after the reports are issued, Teachers will inform Parents/Guardians of those students about such performance via written communication. Students cannot be failed without a timely and complete progress report having been made.

K. Student Attendance, Discipline, and Counseling Referral

1. Each teacher will submit student attendance according to their building procedures and as outlined in the student handbook.
2. Each staff member must share in the enforcement of the student behavior code. In an effort to correct disciplinary problems at the earliest level, teachers should utilize:
 - a. Teacher-student conference.
 - b. Student or problem discussed with supervisor.
 - c. Call Parent/Guardian
 - d. Teacher-student-parent/guardian conference.
 - e. Refer to the office of Student Affairs on appropriate referral form.
 - f. Referral to team planning intervention.

3. Teachers may refer students for counseling. After a student has been referred to the counseling department, a counselor will request that the student come for an interview--following this, the counselor may arrange a short meeting with the instructor and the student's supervisor. In case it is not necessary to arrange a meeting at this time, the counselor will provide feedback to the instructor.

L. Student Supervision

1. Each teacher is expected to assume the responsibility for direct supervision of all students assigned to him/her at any given time. Teachers must also assume the responsibility for all students in corridors, restrooms, group meetings, etc. A teacher is expected to correct infractions wherever possible. If correcting the problem is not possible, the teacher may inform a supervisor of the problem.
2. Staff members should be at their teaching station at the assigned time in order that they are available to students except as necessary to absent themselves for conferences, e.g., supervisory personnel, parents, committee meetings.

ARTICLE XIV - HEALTH

A. Contagious Diseases

1. Students exhibiting symptoms of infectious diseases shall be sent to the school nurse. The school nurse shall determine whether the child should be isolated and parents called to return the student home. The school nurse shall maintain a working relationship between health departments and medical societies aiding in the control of communicable diseases.

B. Health Service

1. The school nurse is employed by the Board of Education.
2. The school nurse should be in the position of a liaison officer (trouble-shooter) conveying information between school, home, community and doctor in carrying on the health program policies. It is his/her duty to see that the school has a set of approved standing orders.
3. The nurse shall serve under the direction of the school administrator. In the absence of a school physician, medical advice and supervision will come from the Commissioner of Health, in the county health department of the school district. Recommendations are also made by the County Medical Societies Commission on school health. This information is conveyed to the school administrator by the nurse. Action on the recommendations for special surveys, clinic, etc., will be carried out with the approval of the administrator.

4. The nurse shall obtain and maintain the health file of each student. The record shall contain accurate information regarding screening tests, inspection, immunization and other pertinent information as deemed necessary. Staff shall carry a copy of each student's emergency medical form whenever on a field trip or away from the building.

C. Nursing Practices

If the Board requires a bargaining unit member (other than a nurse) to perform a nursing practice, the Association shall have the right to bargain concerning that requirement.

ARTICLE XV - EMERGENCY PROCEDURES

A. Eye Safety

Eye protection meeting ANSE standards shall be worn by all students and teachers in labs involving hazardous activities. Students who do not wear eye protection shall not work in the shop programs. Equipment safety features shall be used by teachers and students.

B. Fire Drill Responsibilities

Follow established emergency procedures.

C. Standing Orders and Emergency Care

1. The staff shall limit themselves to usual and accepted practices of first aid in managing emergencies. When transportation of a sick or injured student is necessary, the rescue squad shall be called for assistance.
2. Standing Orders Are as Follows:
 - a. Secure aid of the school nurse.
 - b. The nurse shall:
 - (1) Assess the situation
 - (2) Direct and/or provide emergency aid
 - (3) Call for assistance should the situation merit rescue squad and/or other assistance
 - (4) Notify student's parents
 - (5) Notify the director's office
 - (6) Follow up with appropriate recording of the incident.
 - c. Administer emergency aid to injured or ill.
 - d. If off campus, contact the appropriate rescue agency.

D. Tornado Drill Procedures

Follow established emergency procedures.

E. School Safety Issues

Upon written request by the Board and/or Association indicating a need, a Committee composed of three representatives appointed by the Board and three representatives appointed by the Association shall study issues related to school safety issues.

ARTICLE XVI - DURATION OF AGREEMENT

The term of this Agreement shall be three years commencing 12:01 A.M. July 1, 2013, and expiring 12:00 P.M. June 30, 2016. It shall expire as scheduled unless mutually extended in writing.

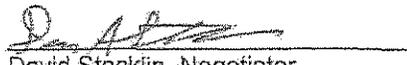
For the Penta Career Center
Education Association:



Jessica Freeborn, President



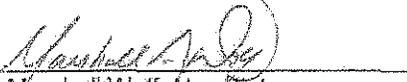
David Dermier, Negotiator



David Stacklin, Negotiator



Rob Weaver, Negotiator

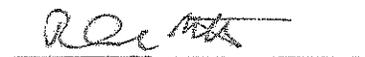


Marshall Wolf, Negotiator

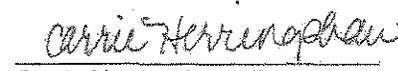


Denise Carmack
Labor Relations Consultant, OEA/NEA

For the Penta Career Center
Board of Education:



Ron Matter, Superintendent



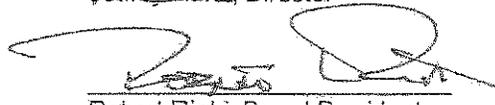
Carrie Herringshaw, Treasurer



David Deskins, Director



Jeffrey Kurtz, Director



Robert Righi, Board President

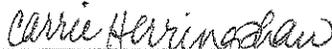
CERTIFICATE
(ORC 5705.412)

RE: Master Agreement with Penta Career Center Education Association
7/1/13- 6/30/16

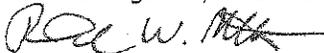
IT IS HEREBY CERTIFIED that the PENTA CAREER CENTER: AN OHIO VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION, WOOD COUNTY, OHIO, has sufficient funds to meet the contract, obligation, payment or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year, the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

DATED: May 20, 2013

PENTA CAREER CENTER
BOARD OF EDUCATION



Carrie J. Herringshaw, Treasurer



Ronald W. Matter, Superintendent



Robert Righi, President



Wood County School Consortium HSA/ Family

Medical

		Network	Non-Network
General Information			
Product		SuperMed Plus CMM - HSA(Family Contracts)	
Dependent Age		26	
Older Age Child		28	
Dependent Removal		End of Calendar Year	
Pre-existing Condition Waiting Period		Does Not Apply	
Overall Benefit Period Maximum		\$2,000,000	
3 Month Deductible Carryover Credit		No	
How Claims are Paid			
Benefit Period		January 1st through December 31st	
Coinsurance		80%	60%
Benefit Period Deductible - Family		\$4,000	\$8,000
Type of Deductible Accumulation		Separate - Deductible incurred for a non-network provider will only apply to the non-network deductible limits. Deductible incurred for a network provider will only apply to the network limits.	
Coinsurance Out-of-Pocket Limits (Excludes Deductible) - Family		\$4,000	\$8,000
Type of Coinsurance Out-of-Pocket Accumulation		Separate - Coinsurance incurred for a non-network provider will only apply to the non-network coinsurance limits. Coinsurance incurred for a network provider will only apply to the network limits.	
Emergency Room			
Emergency - Medical/Accident - Emergency Room		80% after deductible	
Non-Emergency - Emergency Room		80% after deductible	60% after deductible
Inpatient Services			
Institutional Services		80% after deductible	60% after deductible
Professional Services		80% after deductible	60% after deductible
Skilled Nursing Facility(SNF)	(180 days per benefit period)	80% after deductible	60% after deductible
Mental Health, Alcohol and Drug Abuse			
Inpatient Alcoholism Services		Benefits paid based on corresponding medical benefits	
Inpatient Drug Abuse Services		Benefits paid based on corresponding medical benefits	
Inpatient Mental Health Services		Benefits paid based on corresponding medical benefits	
Outpatient Alcoholism Services		Benefits paid based on corresponding medical benefits	
Outpatient Drug Abuse Services		Benefits paid based on corresponding medical benefits	
Outpatient Mental Health Services		Benefits paid based on corresponding medical benefits	
Office Visits(illness/injury)			
Medically Necessary Office Visits/Consultations - PCP		80% after deductible	60% after deductible

Medically Necessary Office Visits/Consultations - Specialist		80% after deductible	60% after deductible
Urgent Care Provider Office Visits		80% after deductible	60% after deductible
Outpatient Services			
Allergy Testing		80% after deductible	60% after deductible
Allergy Treatment		80% after deductible	60% after deductible
Diagnostic Lab, X-ray and Medical Tests		80% after deductible	60% after deductible
Diagnostic Imaging		80% after deductible	60% after deductible
Home Health Care	(limit applies to Non-Network only) (30 visits per benefit period)	80% after deductible	60% after deductible
Surgical Services - Surgery		80% after deductible	60% after deductible
Surgical Services - Surgery Facility		80% after deductible	60% after deductible
Outpatient Therapy			
Cardiac Rehabilitation		80% after deductible	60% after deductible
Chemotherapy		80% after deductible	60% after deductible
Chiropractic	10 visits, then Medical Review, combined with Physical and Occupational Therapies)	80% after deductible	60% after deductible
Occupational Therapy	(10 visits, then Medical Review, Professional; unlimited - Institutional; combined with Physical Therapy and Chiropractic)	80% after deductible	60% after deductible
Physical Therapy	(10 visits, then Medical Review, Professional; unlimited - Institutional; combined with Occupational Therapy and Chiropractic)	80% after deductible	60% after deductible
Speech Therapy	(10 visits, then Medical Review - Professional; unlimited - Institutional)	80% after deductible	60% after deductible
Preventive/Routine/Well Child Care			
Health Care Reform Preventive Benefits		100%	60% after deductible
Health Care Reform Preventive Benefits for Women		100%	60% after deductible
Preventive/Routine Exams and Immunizations			
Hearing Exam	(all ages)	100%	60% after deductible

Immunizations	(All Immunizations)	100%	60% after deductible
Physical Exam	(age 21 and over)	100%	60% after deductible
Vision Exam	(all ages)	100%	60% after deductible
Preventive/Routine Tests			
Endoscopic Services	(All Endoscopic Services) (all ages)	100%	60% after deductible
Lab	(all ages)	100%	60% after deductible
Mammogram	(all ages, 1 per benefit period)	100%	60% after deductible
Medical Tests	(all ages)	100%	60% after deductible
Pap Test	(all ages, 1 per benefit period)	100%	60% after deductible
Standard Tests		N/A	N/A
X-rays	(all ages)	100%	60% after deductible
Well Child Care			
Age Limit		21	
Exams		100%	60% after deductible
Immunizations	(All Immunizations)	100%	60% after deductible
Labs		100%	60% after deductible
Additional Services			
Acupuncture		Not Covered	Not Covered
Ambulance		80% after deductible	60% after deductible
Durable Medical Equipment		80% after deductible	60% after deductible
Hospice		80% after deductible	60% after deductible
Organ Transplant		80% after deductible	50% after deductible
Private Duty Nursing		80% after deductible	60% after deductible
Weight Loss Surgical Services	(including complications from weight loss surgical services)	Not Covered	

Drug

General Information	
Days Supply	90
How Claims are Paid	
Benefit Period	January 1st through December 31st
HCR Preventive Benefits for Women - Drug	100%
Benefit Period Deductible - Single/Family	See Medical
Coinsurance Out-of-Pocket Limits - Single/Family	See Medical
Major Medical Drug Coverage	80% after deductible



Wood County School Consortium HSA/ Single

Medical

		Network	Non-Network
General Information			
Product		SuperMed Plus CMM - HSA(Single Contracts)	
Dependent Age		26	
Older Age Child		28	
Dependent Removal		End of Calendar Year	
Pre-existing Condition Waiting Period		Does Not Apply	
Overall Benefit Period Maximum		\$2,000,000	
3 Month Deductible Carryover Credit		No	
How Claims are Paid			
Benefit Period		January 1st through December 31st	
Coinsurance		80%	60%
Benefit Period Deductible - Single		\$2,000	\$4,000
Type of Deductible Accumulation		Separate - Deductible incurred for a non-network provider will only apply to the non-network deductible limits. Deductible incurred for a network provider will only apply to the network limits.	
Coinsurance Out-of-Pocket Limits (Excludes Deductible) - Single		\$2,000	\$4,000
Type of Coinsurance Out-of-Pocket Accumulation		Separate - Coinsurance incurred for a non-network provider will only apply to the non-network coinsurance limits. Coinsurance incurred for a network provider will only apply to the network limits.	
Emergency Room			
Emergency - Medical/Accident - Emergency Room		80% after deductible	
Non-Emergency - Emergency Room		80% after deductible	60% after deductible
Inpatient Services			
Institutional Services		80% after deductible	60% after deductible
Professional Services		80% after deductible	60% after deductible
Skilled Nursing Facility(SNF)	(180 days per benefit period)	80% after deductible	60% after deductible
Mental Health, Alcohol and Drug Abuse			
Inpatient Alcoholism Services		Benefits paid based on corresponding medical benefits	
Inpatient Drug Abuse Services		Benefits paid based on corresponding medical benefits	
Inpatient Mental Health Services		Benefits paid based on corresponding medical benefits	
Outpatient Alcoholism Services		Benefits paid based on corresponding medical benefits	
Outpatient Drug Abuse Services		Benefits paid based on corresponding medical benefits	
Outpatient Mental Health Services		Benefits paid based on corresponding medical benefits	
Office Visits(illness/injury)			
Medically Necessary Office Visits/Consultations - PCP		80% after deductible	60% after deductible

Medically Necessary Office Visits/Consultations - Specialist		80% after deductible	60% after deductible
Urgent Care Provider Office Visits		80% after deductible	60% after deductible
Outpatient Services			
Allergy Testing		80% after deductible	60% after deductible
Allergy Treatment		80% after deductible	60% after deductible
Home Health Care	(limit applies to Non-Network only) (30 visits per benefit period)	80% after deductible	60% after deductible
Surgical Services - Surgery		80% after deductible	60% after deductible
Surgical Services - Surgery Facility		80% after deductible	60% after deductible
Outpatient Therapy			
Cardiac Rehabilitation		80% after deductible	60% after deductible
Chemotherapy		80% after deductible	60% after deductible
Chiropractic	10 visits, then Medical Review, combined with Physical and Occupational Therapies)	80% after deductible	60% after deductible
Occupational Therapy	(10 visits, then Medical Review, Professional; unlimited - Institutional; combined with Physical Therapy and Chiropractic)	80% after deductible	60% after deductible
Physical Therapy	(10 visits, then Medical Review, Professional; unlimited - Institutional; combined with Occupational Therapy and Chiropractic)	80% after deductible	60% after deductible
Speech Therapy	(10 visits, then Medical Review - Professional; unlimited - Institutional)	80% after deductible	60% after deductible
Preventive/Routine/Well Child Care			
Health Care Reform Preventive Benefits		100%	60% after deductible
Health Care Reform Preventive Benefits for Women		100%	60% after deductible
Preventive/Routine Exams and Immunizations			
Hearing Exam	(all ages)	100%	60% after deductible
Immunizations	(All Immunizations)	100%	60% after deductible
Physical Exam	(age 21 and over)	100%	60% after deductible

Vision Exam	(all ages)	100%	60% after deductible
Preventive/Routine Tests			
Endoscopic Services	(All Endoscopic Services) (all ages)	100%	60% after deductible
Lab	(all ages)	100%	60% after deductible
Mammogram	(all ages, 1 per benefit period)	100%	60% after deductible
Medical Tests	(all ages)	100%	60% after deductible
Pap Test	(all ages, 1 per benefit period)	100%	60% after deductible
Standard Tests		N/A	N/A
X-rays	(all ages)	100%	60% after deductible
Well Child Care			
Age Limit		21	
Exams		100%	60% after deductible
Immunizations	(All Immunizations)	100%	60% after deductible
Labs		100%	60% after deductible
Additional Services			
Ambulance		80% after deductible	60% after deductible
Durable Medical Equipment		80% after deductible	60% after deductible
Hospice		80% after deductible	60% after deductible
Organ Transplant		80% after deductible	50% after deductible
Private Duty Nursing		80% after deductible	60% after deductible
Weight Loss Surgical Services	(including complications from weight loss surgical services)	Not Covered	

Drug

General Information	
Days Supply	90
How Claims are Paid	
Benefit Period	January 1st through December 31st
HCR Preventive Benefits for Women - Drug	100%
Benefit Period Deductible - Single/Family	See Medical
Coinsurance Out-of-Pocket Limits - Single/Family	See Medical
Major Medical Drug Coverage	80% after deductible



Wood County School Consortium (Penta
Career Center)
Sections 070 and 071
Effective 7/1/2013

Medical

		Network	Non-Network
General Information			
Product		SuperMed Plus CMM	
Dependent Age		26	
Older Age Child		28	
Dependent Removal		End of Calendar Year	
Pre-existing Condition Waiting Period		Does Not Apply	
Overall Benefit Period Maximum		\$2,000,000	
3 Month Deductible Carryover Credit		Yes	
How Claims are Paid			
Benefit Period		January 1st through December 31st	
Coinsurance		80%	70%
Benefit Period Deductible - Single		\$400	\$500
Benefit Period Deductible - Family		\$800	\$1,000
Type of Deductible Accumulation		Integrated - Deductible incurred for a non-network provider will also apply to the network deductible limits. Deductible incurred for a network provider will also apply to the non-network limits.	
Coinsurance Out-of-Pocket Limits (Excludes Deductible) - Single		\$500	\$1,000
Coinsurance Out-of-Pocket Limits (Excludes Deductible) - Family		\$1,000	\$2,000
Type of Coinsurance Out-of-Pocket Accumulation		Integrated - Coinsurance incurred for a non-network provider will also apply to the network coinsurance limits. Coinsurance incurred for a network provider will also apply to the non-network limits.	
Emergency Room			
Emergency - Medical/Accident - Emergency Room		100% (Emergency Medical)	
Emergency - Supplemental Accident Services	(Emergency Accident Services)	100% for the first 72 hours following the accident; 90% after deductible thereafter	
Non-Emergency - Emergency Room		80% after deductible	70% after deductible
Inpatient Services			
Institutional Services		80% for the first 31 days per admission, then 70% after deductible (Tuberculosis Care); 90% after deductible (All Other)	70% after deductible
Professional Services		80% for the first 31 days per admission, then 70% after deductible (Tuberculosis Care); 90% for the first 120 days per admission, then 70% after deductible (All Other)	70% after deductible
Skilled Nursing Facility(SNF)		80% after deductible	70% after deductible
Mental Health, Alcohol and Drug Abuse			

Inpatient Alcoholism Services		Benefits paid based on corresponding medical benefits	
Inpatient Drug Abuse Services		Benefits paid based on corresponding medical benefits	
Inpatient Mental Health Services		Benefits paid based on corresponding medical benefits	
Outpatient Alcoholism Services		Benefits paid based on corresponding medical benefits	
Outpatient Drug Abuse Services		Benefits paid based on corresponding medical benefits	
Outpatient Mental Health Services		Benefits paid based on corresponding medical benefits	
Office Visits(illness/injury)			
Medically Necessary Office Visits/Consultations - PCP		\$15 copay, then 100%	70% after deductible
Medically Necessary Office Visits/Consultations - Specialist		\$30 copay, then 100%	70% after deductible
Urgent Care Provider Office Visits		\$15 copay, then 100%	70% after deductible
Outpatient Services			
Allergy Testing		80% after deductible	70% after deductible
Allergy Treatment		80% after deductible	70% after deductible
Diagnostic Lab, X-ray and Medical Tests		80% after deductible	70% after deductible
Diagnostic Imaging		80% after deductible	70% after deductible
Home Health Care		80% after deductible	70% after deductible
Surgical Services - Surgery		80% after deductible	70% after deductible
Surgical Services - Surgery Facility		80% after deductible	70% after deductible
Outpatient Therapy			
Cardiac Rehabilitation		80% after deductible	70% after deductible
Chemotherapy		80% after deductible	70% after deductible
Chiropractic	(10 visits, then Medical Review) (combined with Physical and Occupational Therapies)	80% after deductible	70% after deductible
Occupational Therapy	(10 visits, then Medical Review) (combined with Physical Therapy and Chiropractic)	80% after deductible	70% after deductible
Physical Therapy	(10 visits, then Medical Review) (combined with Occupational Therapy and Chiropractic)	80% after deductible	70% after deductible
Speech Therapy	(10 visits, then Medical Review)	80% after deductible	70% after deductible
Preventive/Routine/Well Child Care			
Health Care Reform Preventive Benefits		Do Not Apply	

Health Care Reform Preventive Benefits for Women		Do Not Apply	
Preventive/Routine Exams and Immunizations			
Exam Associated with Pap Test	(all ages; 1 per benefit period)	\$15 copay, then 100%	70% after deductible
Immunizations	(Standard Immunizations)	100%	70% after deductible
Physical Exam	(age 21 and over, 1 per benefit period) (combined with Family Planning Exam)	\$15 copay, then 100%	70% after deductible
Preventive/Routine Tests			
Endoscopic Services	(age 50 and over) (All Endoscopic Services)	100%	70% after deductible
Lab	(all ages)	100%	70% after deductible
Mammogram	(all ages, 1 per benefit period)	100%	70% after deductible
Medical Tests	(all ages)	100%	70% after deductible
Pap Test	(all ages, 1 per benefit period)	100%	70% after deductible
Standard Tests		N/A	
X-rays	(all ages)	100%	70% after deductible
Well Child Care			
Age Limit		21	
Exams		\$15 copay, then 100%	70% after deductible
Immunizations	(Well Child Immunizations)	100%	70% after deductible
Labs		100%	70% after deductible
Additional Services			
Acupuncture		Not Covered	Not Covered
Ambulance		80% after deductible	70% after deductible
Durable Medical Equipment		80% after deductible	70% after deductible
Hospice		80% after deductible	70% after deductible
Organ Transplant		80% after deductible	70% after deductible
Private Duty Nursing		80% after deductible	70% after deductible

Drug

General Information		
Days Supply - Retail		30
Days Supply - Home Delivery		90
How Claims are Paid		
Retail Copayments		
Generic Copayment		\$5
Formulary Copayment		\$15
Non-Formulary Copayment		\$30
Home Delivery Copayments		
Generic Copayment		\$5
Formulary Copayment		\$15
Non-Formulary Copayment		\$30
Additional Drug Exclusions		
1)	Injectable drugs to treat impotency	Not Covered
2)	Contraceptive implants and injections	Not Covered

**Wood County School Consortium
Penta County Career Center
Traditional Dental
With Orthodontia
Sections 071,073, 074
Effective 7/1/11 Grandfathered**

Benefits	
Benefit Period	January 1 st through December 31 st
Dependent Age Limit	26
Older Age Child	28
	Removal upon End of Year
Benefit Period Maximum (per member)	\$2,500
Benefit Period Deductible – Single / Family	\$25 / \$75
Orthodontic Lifetime Maximum (per eligible Member)	\$850
Preventive Services	
Oral Exams – two per benefit period	100% UCR
Bite Wing X-Rays – two sets per benefit period	100% UCR
Diagnostic X-Rays	100% UCR
Prophylaxis (cleaning) – two per benefit period	100% UCR
Fluoride Treatment – one treatment per benefit period	100% UCR
Space Maintainers- limited to eligible dependents up to age 19	100% UCR
Sealants	100% UCR
Emergency Palliative Treatment – includes emergency oral exam	100% UCR
Restorative Services	
Consultations and Other Exams by Specialist	80% UCR after deductible
Minor Restorative Services	80% UCR after deductible
Endodontics/Pulp Services	80% UCR after deductible
Periodontal Services	80% UCR after deductible
Repairs, Relines & Adjustments of Prosthetics	80% UCR after deductible
Simple Extractions	80% UCR after deductible
Impactions	80% UCR after deductible
Minor Oral Surgery Services	80% UCR after deductible
General Anesthesia	80% UCR after deductible
Complex Services	
Gold Foil Restoration	80% UCR after deductible
Inlays, Onlays – one every five years	80% UCR after deductible
Crowns – one every five years	80% UCR after deductible
Bridgework (Pontics & Abutments) – one every five years	80% UCR after deductible
Partial and Complete Dentures – one every five years	80% UCR after deductible

Benefits	
Orthodontic Services	
Orthodontic Diagnostic Services	60% UCR after deductible
Minor Treatment for Tooth Guidance	60% UCR after deductible
Minor Treatment for Harmful Habits	60% UCR after deductible
Interceptive Orthodontic Treatment	60% UCR after deductible
Comprehensive Orthodontic Treatment	60% UCR after deductible

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

VSO

**Penta Career Center
Vision Insurance**

Benefits	In-Network	Out-of-Network
Examination – once every 12 months	Paid in full after \$10 co-pay	Reimbursement up to \$50
Prescription Lenses	New lenses are fully covered every 12 months Single vision Lined bifocal Lined trifocal	New lenses every 12 months Single Vision Lenses reimbursement up to \$50 Lined Bifocal Lenses reimbursement up to \$75 Lined Trifocal Lenses reimbursement up to \$100 Progressive reimbursement up to \$75
Frame	New frame every 24 months \$130 allowance	New frame every 24 months Reimbursement up to \$70
Contacts lenses instead of glasses	Contacts every 12 months \$130 allowance for contacts and the contact lens exam	Contacts every 12 months Reimbursement up to \$105 for contacts and the contact lens exam