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PROFESSIONAL NEGOTIATIONS AGREEMENT

between the

PLYMOUTH-SHILOH LOCAL BOARD OF EDUCATION

and the

PLYMOUTH EDUCATION ASSOCIATION  
OEA/NEA



Effective: July 1, 2015  
thru  
June 30, 2018

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## ARTICLE I

### PROFESSIONAL NEGOTIATIONS AGREEMENT

#### 101 RECOGNITION

- A. The Plymouth-Shiloh Local Board of Education, hereinafter referred to as the Board, recognizes the Plymouth Education Association, hereinafter referred to as the Association, as the sole and exclusive representative of the members of the bargaining unit (hereinafter, the member or the members), as defined by ORC 3319.09, including those members who are on an approved leave of absence or in a lay-off status except for management level employees, supervisors, and seasonal and casual employees. Such recognition shall continue until such time that a new representative is recognized in accordance with the pertinent provisions of Chapter 4117 of the ORC.

The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Plymouth-Shiloh Local School District and the employer of all members of the school system.

The Association agrees that the functions, rights, powers, responsibilities, and authority of the Board in regard to the management of the work force and the operation of the district shall remain exclusively those of the Board unless specifically limited or modified by an express provision or terms of this Contract. It is understood, however, that the Board's duty to bargain with the Association as the sole and exclusive representative of the bargaining unit shall be as is prescribed by Section 4117.08 of the Ohio Revised Code.

The Association and the Board recognizes the superintendent as the chief executive officer and primary professional advisor of the Board.

Both parties recognize that members have the right to freely organize, to join, and to support any organization for their professional and/or economic improvement, and that membership in any organization shall not be required as a condition of employment. Such organization may set criteria for membership, but may not exclude teachers as members on the basis of sex, marital status, race, creed, or national origin.

- B. All attempts will be made to fill positions within the bargaining unit and its jurisdiction with full-time employees.

## 102 NEGOTIATING PROCEDURES

### A. Scope of Negotiations

Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

### B. Initiation of Negotiations and Timeline for the Bargaining Process

1. Either the Board or the Association may cause negotiations for a successor agreement to commence by giving written notification to the other party it desires to bargain collectively for the purpose of modifying the existing Collective Bargaining Agreement or negotiating a successor agreement. Such notice by the Association shall be served on the superintendent of schools and notice by the Board shall be served on the president of the Association. The party initiating the negotiations shall also serve upon the State Employment Relations Board a copy of its written notice to commence negotiations and a copy of the existing Collective Bargaining Agreement. The collective bargaining process for a successor contract shall commence no more than one hundred twenty (120) nor less than sixty (60) days prior to the expiration date of the existing Collective Bargaining Agreement and shall be at a mutually acceptable time within fourteen (14) days of the date that the initiating notice was served.
2. The parties shall continue in full force and effect all the terms and conditions of the existing Collective Bargaining Agreement, without resort to strike or lock-out, for a period of sixty (60) days after the party gives notice or until the expiration date of the Collective Bargaining Agreement, whichever occurs later.

### C. Negotiation Sessions

1. Representatives of the Board shall meet with representatives of the Association to negotiate in good faith. Representation shall be limited to four (4) representatives each of the Board and of the

Association. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with all necessary power

and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

2. The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Up to two (2) consultants may be used by each of the parties in any of the negotiation meetings.
3. Both parties agree to provide the other party with all available relevant data within a reasonable time. While negotiations are in progress the Association and the Board agree to confer in good faith in accordance with the laws of the State of Ohio.
4. The Association and the Board agree that all negotiations will be conducted in executive session.
5. The Association and the Board agree that each party will designate an official spokesperson to represent their committee, though all members of both committees may participate in negotiations.
6. The Association and the Board agree that each shall be represented at all negotiations meetings by a team of negotiators, not to exceed four (4) members per team. In addition to said team, each party shall be authorized to admit no more than two (2) observers to each meeting. Such observers shall be without the right to speak or to otherwise comment to either party.
7. The Association and the Board agree that the chairperson of either party may, independently, call for a caucus at any time during the negotiation session.
8. The Association and the Board agree that the process of tabling may be used. Tabling means "the temporary suspension of negotiation on a specific item."
9. The Association and the Board agree that either party may, at its discretion and with prior notification, bring into the negotiations any outside legal and professional advisors. Prior notification shall mean a written communication to the chairperson of the group to be informed. This communication must be received at least seventy-two (72) hours before the negotiation session at which the advisor will be present. Receipt of such communication must be acknowledged in writing and returned within twenty-four (24) hours to the sender.
10. The Association and the Board agree that negotiating shall take place in the Board Room or the High School Library.

11. The Association and the Board agree that all items which were submitted for negotiations and upon which tentative agreement is reached shall be reduced to writing and incorporated into a single tentative agreement. Such tentative agreement would be submitted to the ratification process described in Section 103.
  12. The Association and the Board agree that definite dates for meetings and starting times shall be determined with the mutual consent of the teams.
  13. The Association and the Board agree that bargaining sessions shall be three (3) hours unless mutually agreed to lengthen or shorten and no caucus shall go over one-half (1/2) hour without the mutual consent of both parties.
  14. The Board shall make available to the Negotiating Committee of the Association for inspection all public records of the Plymouth-Shiloh Local School System.
  15. The Association and the Board agree that any attempt to coerce, to dominate, to censor, or to penalize any participant in these negotiations shall be recognized as a breach of good faith.
  16. The Association and the Board agree that as negotiation items received tentative agreement they shall be reduced to writing and initialed by each party.
  17. The Association and the Board agree that while negotiations are in progress any releases prepared for news media must be approved by both parties.
- D. The Association and the Board may mutually agree to adopt changes and/or modifications to the process delineated in subsections B and C herein. Any such mutually adopted changes shall be reduced to writing and initialed by the representative(s) of each representative body whereupon they shall be subject to any ratification process which each respective party's constituency may deem necessary.

## 103 AGREEMENT

When an agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Association and the Board for formal approval in accordance with Section 102, part C, number 11. Following ratification by the Association, the Board shall adopt a resolution setting forth the agreement.

The agreement shall be signed by the parties and shall become part of the official minutes of the Board.

#### 104 DISAGREEMENT

In the event the parties are unable to reach agreement, either party may declare impasse. Upon declaration of impasse, the party declaring impasse shall prepare a joint request for a federal mediator from the Federal Mediation and Conciliation Service. The mediation period shall be thirty calendar days from the date of the first meeting with the federal mediator, after which the Association shall have the rights provided by ORC 4117.14 (D) (2).

In the event the Association issues a strike notice, the parties shall have the right to issue press releases regarding their position on the remaining issues.

The above procedure shall be deemed an Alternative Dispute Resolution Procedure as authorized by R.C. 4117.14 (C).

#### 105 DEFINITIONS

**Bargain Collectively** – To bargain collectively means to perform the mutual obligation of the Board by its representatives and the representatives of the Association to negotiate in good faith in reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, with the intention of reaching an agreement, or to resolve questions arising under the agreement. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

**Full-time** – A member who is employed to perform a full day's work as defined by this contract for a minimum of 120 days or more in a work year.

**Part-time** – A member who works less than a full day as defined by this contract and/or less than the minimal standard of 120 workdays per work year.

**Bargaining Unit Work** – All work performed by a member(s) of the bargaining unit and any work that is similar to such work.

#### 106 AMENDMENT PROCEDURE

This Contract may be amended or provision(s) altered only by the mutual consent of the Board and the Association. Such amendment and/or altering may be 1) at the request of either the Board or the Association or 2) as may be required by ORC 4117. In any case, the finalization of such amendment(s) or altering shall be in accordance with the provisions of Article I, Sections 103 and

104. The party proposing the amendment may withdraw the amendment if agreement is not reached.

###

## ARTICLE II

### GRIEVANCE PROCEDURE

#### 201 DEFINITIONS

A grievance shall mean a complaint by a member of the bargaining unit or the Association alleging that there has been a violation, misinterpretation, or inequitable application of any provision of this Agreement. The term "grievance" shall not apply to any matter to which the Board is without authority to act.

An "aggrieved person" is the member or group of members or the Association making the complaint.

#### 202 PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, in the quickest possible time, equitable solutions to grievances of all members. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

#### 203 PROCEDURE GUIDELINES

1. The aggrieved shall first discuss it with his principal either directly, through an Association Grievance Committee member or his Association building representative with the objective of resolving the matter informally.
2. So that the grievance can be processed as rapidly as possible, time limits at each level should be considered as maximum and every effort should be made to expedite the process. Time limits may be extended by mutual agreement of all parties.
3. So that the grievance procedure may be exhausted prior to the end of the school terms or as soon thereafter as is practicable, no grievance may be filed after May 1 without the approval of the Grievance Committee.
4. If the Association Grievance Committee, in conjunction with the Association Executive Committee, decides at any level of the grievance procedure that a grievance is without merit or that an equitable answer has been given to the aggrieved person, it may withdraw its approval. The aggrieved person may not be represented by any other organization or group at any time.

5. If, in the judgment of the Association Grievance Committee, a grievance affects a group or class of members in more than one building, the Grievance Committee may submit such grievance in writing to the superintendent directly and the processing of such grievance will be commenced at Level Two.
6. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students and the public in all phases of the grievance procedure.
7. Only authorized forms for filing grievances made available by the Association Grievance Committee chairperson shall be used by the parties in interest. Sample copies of authorized forms are in the Appendixes.
8. The Board of Education agrees that the Plymouth Education Association, as sole official representative of all members of the bargaining unit of the School District, shall be the only organized representative of members in grievance processing.
9. The Association shall furnish to each school principal and the superintendent, before October 31 of each school year, the names of the Association Grievance Committee member. If the superintendent has not received notification by October 31, the administration shall have the right to decline acceptance of grievances until such time as the Association has provided names of Association Grievance Committee members.
10. A grievance will not be recognized unless it is presented at the appropriate level within fifteen (15) school days after the aggrieved person knew of the act or condition on which the grievance is based.
11. A grievance which is filed does not have to be co-signed by the Grievance Committee.
12. Any party of interest may be represented at any or all stages of the grievance procedure as required by this article, by a person from the Association, a representative of the Association, or of the legal profession.

In all cases, the Association president shall receive notification of date, time, and place of hearings and the Association shall be entitled to representation at such hearings in accordance with ORC 4117. Such representation shall be determined solely by the Association. The adjustment of a grievance(s) shall not, under any circumstances, be inconsistent with the terms of this Professional Negotiations Agreement.

204 FORMAL PROCEDURE

1. Level One – If the aggrieved person is not satisfied with the outcome of the informal procedures, he may present his claim as a formal grievance in writing to his principal and the Association Grievance Committee chairperson.

The principal or immediate superior shall, within three (3) school days after receipt of the written grievance, render his decision and the reasons therefore in writing with copies going to the aggrieved person, the chairperson of the Association Grievance Committee, and to the superintendent.

2. Level Two – If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may file his written grievance with the Association Grievance Committee within three (3) school days.

The Association Grievance Committee shall, within five (5) school days after receipt of the written grievance, review the grievance and the answer. It will refer the matter in writing to the superintendent or his authorized representative and may state whether or not they support it.

The superintendent shall within five (5) school days after receipt of the written grievance, meet with the aggrieved person. The grievant is entitled to representation of his/her choice, but a representative of the Association is entitled to be present at all grievance hearings.

The superintendent shall within three (3) school days after this hearing render his decision and the reason(s) in writing to the aggrieved person with copies going to the Association Grievance Committee chairperson and the principal.

If no action is taken by the aggrieved within three (3) school days after receipt, it will be assumed he will abide with the decision.

3. Level Three – If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he may, within three (3) school days, request in writing that the chairperson of the Association Grievance Committee submit his grievance to the Board of Education.

The Association Grievance Committee shall, within five (5) school days after receipt of the request review the grievance and the answer. The Committee will refer the matter in writing to the president and treasurer of the Board of Education with copies supplied to all parties thus far involved and may state whether or not they support it.

The Board of Education shall within five (5) school days after receipt of the written grievance, meet with all involved parties; namely, the aggrieved person, his/her representative, the principal, the superintendent, an Association representative for the purpose of resolving the grievance.

The Board of Education shall within three (3) school days render its decision and reasons in writing to all parties mentioned above.

If no action is taken by the aggrieved within three (3) school days after receipt, it will be assumed he will abide with the decision.

4. Level Four – If the aggrieved person is not satisfied with the decision rendered by the Board of Education he may within three (3) school days, request arbitration by filing a written notice with the treasurer of the Board of Education.

Following written request for arbitration, the Board of Education, or its representative(s), shall meet with the aggrieved, and his/her/its representative(s), for the purpose of selecting an arbitrator.

If within ten (10) school days following the request for arbitration, an arbitrator has not been agreed upon, the parties shall mutually request the American Arbitration Association to submit the names of seven (7) candidates.

If the Board, or its representative(s), and the aggrieved person, or his/her representative(s), cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceeding.

The decision of the arbitrator shall be binding upon both parties.

Costs and expenses which may be incurred in securing the services of the arbitrator shall be equally shared by the aggrieved person and the Board of Education. The Association shall not be assessed any costs of arbitration unless the Association and the aggrieved person have jointly filed the request for arbitration.

## 205 SCOPE OF APPLICATION

This grievance procedure applies to all members of the bargaining unit represented by the Plymouth Education Association.

206 PROFESSIONAL RIGHTS PROVISIONS

No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any school representative, any member of the Association Grievance Committee, or any participant in the grievance procedure by reason of such participation.

In the event the grievance is of a contractual nature, the contract shall remain in effect.

Material relative to a member's filing or processing of a grievance through the established grievance procedure shall not become a part of the member's personnel file.

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ARTICLE III  
LEAVE PROVISIONS

301 SICK LEAVE

A. 1. Accumulation of Sick Leave

Each member shall be granted sick leave of 1 ¼ days per month for a total of fifteen (15) days per year. New members or returning members continuing in the employ of the Board over vacation, including summer, who have exhausted their accumulation will be credited with up to fifteen (15) days as needed. Such credited leave will be deducted from the final pay of a member, at his/her per diem rate, if the member leaves the employment of the Board before earning sufficient sick leave to repay the advance. Sick leave accumulation shall be to a maximum 360 days.

2. Transfer of Sick Leave

In the event of a catastrophic illness or injury, any member of the bargaining unit may transfer to any other member of the bargaining unit, subject to the limitations listed below, one or more sick days of accrued but unused sick leave by delivering to the treasurer, written and signed instructions stating the name of the member to whom the transfer is to occur and the number of days to be transferred.

- a. Catastrophic is defined for purposes of this Section 301 as illness or injury which could lead to an individual's death and/or result in an expectation of short or long-term disability.
- b. If a member desires to partake in the acceptance of transfer of sick leave she/he must state such desire in writing (signed and dated) with the projected number of sick days needed based upon her/his doctor's recommendation.
- c. The request will be reviewed by a committee made up of of the PEA Executive Committee and one (1) member of the Board/designee which shall determine whether or not the individual's request meets the above-described criteria. Decisions of the Committee will be made on a case-by-case basis.

The treasurer shall adjust the accumulated sick leave of both members in accordance with the request. All such transfers shall be irrevocable.

Sick leave transferred under this provision may be used for the same purposes as earned sick leave, except that no transferred sick leave may be used for the purpose of receiving or increasing severance pay.

No transfer of sick leave shall be permitted under this section unless the member of the bargaining unit to whom it is transferred has exhausted her/his sick leave or will exhaust it because of a current illness or injury.

Distribution of sick leave days donated from other members will be based on the order in which the Treasurer received the transfer requests. All days per request will be used before going to the next request.

3. Charging of Sick Leave

Sick leave shall not be charged for days on which school is not in session due to public calamity, disease, epidemic, hazardous weather conditions, damage to a school building or other temporary circumstances due to utility failure rendering the school building unfit for school use.

B. Use of Sick Leave

1. Personal

Each member may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others.

If medical attention has been necessary during the period of sick leave, and if requested by the employer, the member's statement shall list the name and address of the attending physician and the dates when he/she was examined.

Any member who uses more than six (6) consecutive school days due to personal illness will inform the principal of the approximate amount of time of absence and the projected date the absent member will be able to return to employment. If abuse of leave is suspected the principal may request the member provide the name and address of the member's physician or dentist. In the event of

a serious illness a representative of the member can supply the needed information to the principal.

2. Family Illness

Sick leave may be used for absence due to illness in the immediate family. Immediate family shall be construed to include spouse, children, father, mother, brother, sister, grandchild, grandparent, in-laws (defined as mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law), or a close relative or guardian with whom member has lived as a de facto member of immediate family.

3. Bereavement

Five days of sick leave may be used as needed to attend a funeral. Additional days may be approved by the superintendent which shall not be arbitrarily and capriciously denied.

C. Transfer of Sick Leave

The previously accumulated sick leave of a teacher who has been separated from public service or who is transferring from another school or other public agency shall be credited to the teacher upon employment in the Plymouth-Shiloh Schools. However, when returning to public service, such return must take place within ten (10) years of the date of the last termination of public service.

D. Notification of Accumulated Leave

The treasurer of the Board of Education shall notify each member of his/her total accumulated sick leave days. Such notification may be a part of the payroll check stub information.

302 PERSONAL LEAVE

Upon written request to the building principal and approval of the superintendent of schools each member employed by the Plymouth-Shiloh Board of Education shall be granted, without loss of contract pay, a maximum of three (3) personal leave days each school year without the member indicating the reasons on the prescribed form. These days will be non-cumulative and will be granted so long as classes can be covered. Personal days may not be used during the last ten (10) student days of the school year unless the form was submitted three weeks prior to the leave request date. Leave for personal business may not be used for gainful employment.

At the end of each fiscal year, or upon severance from service with the district, all unused personal leave from said fiscal year shall be converted to sick leave up to the total allowed in Section 301-A.

### 303 PROFESSIONAL LEAVE

- A. The Local Professional Development Committee (LPDC) shall oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities. The building principal and superintendent however shall determine if a request for professional leave fits into the districts continuous improvement plan and the individuals IPDI. Professional leave forms shall be prior to the conference, with all necessary forms (i.e. requisition), appropriate signatures and supporting documentation (i.e. conference brochure, completed registration form, and / or agenda). The number attending a conference from the same building may be limited to three or less.
- B. The Board of Education shall fund the general in-service training budget line with at least \$7,000.00 each fiscal year.

Financial resources received by the District earmarked for technology training will be administered by the technology coordinator and shall not apply to the annual \$7,000.00 allocation described above.

Financial resources received by the District through grants shall be administered by the District according to the terms of the grant applications.

- C.
  - 1. Reimbursement for expenses incurred by participants pursuant to Section 303 shall be as follows:

Registration:	full amount
Mileage:	full cost at the maximum rate which the IRS allows as a business deduction
Lodging:	full amount
  - 2. For purposes of reimbursement, original documentation must be presented.

### 304 LEAVES OF ABSENCE

#### Definitions:

A leave of absence is understood to mean a period of extended absence from duty by an employee of the Board of Education, for which written request has been made and formal approval has been granted by the Board of Education. Without request, the Board of Education may grant a leave of absence to a member of the bargaining unit because of physical or mental disability; however,

such unrequested leave shall be in accordance with ORC Section (s) 3319.13 and 3319.16.

Leaves of absence shall be granted for sickness, maternity, or other disabilities and may be granted for educational or other purposes.

All leaves of absence shall be granted in accordance with ORC 3319.13 and federal laws except as is indicated in this provision.

#### Illness, Disability, Pregnancy Leaves

Any member absent from work on a Board-approved paid leave of absence because of illness or disability including pregnancy leave who shall obtain or engage in other gainful employment other than substitute teaching within the Plymouth-Shiloh School District shall be deemed to have committed acts that constitute other good and just cause for termination as used in Section 3319.16, Revised Code.

#### Military Leave

Any member who leaves a position in this school system to serve in the Armed Forces, or auxiliary thereof, organized to serve during a period of war declared by the Congress, and/or national emergency, upon being honorably discharged from such service shall resume the contract status held prior to entering military service, subject to passing satisfactorily a physical examination. Such contract status shall be resumed at the first of the school semester or the beginning of the school year following return from the Armed Services. The term "Armed Services" shall be construed according to the definition thereof as provided in Section 5910.01 (C), Revised Code of Ohio.

#### Length of Leave

Leaves of absence for any purpose do not extend for longer time than two (2) calendar years. Maternity leaves of absence, when requested during a school year, shall be granted, upon request of the member, for the remainder of the current school year and/or the following school year. Upon subsequent request by the member, such leave may be extended by one (1) year by the Board.

#### Expiration of Leave

At the expiration of the specified period of leave a member terminates his/her employment with the Board if he/she, at that time, declines a position that is offered in accordance with the provisions of this Contract, when the position is a position for which the member holds certification granted by the State Department of Education, and such position requires the performance of bargaining unit work.

The Board, or its agents, may by written request ask a member to give written indication of his/her intent (if known) regarding continued employment with the Board at the expiration of the leave of absence period. Said request may be made and if made would occur prior to June 15 when the leave period corresponds to the school year. When the leave does not correspond to the school year such request may be made and if made will occur prior to 60 days previous to the expiration date of the leave.

The member's response may indicate an intention to return, an intention to return if possible, an intention to apply for additional leave, or an intention to resign. If no response is received within 14 days of the request, the Board has the right to assume that the member will be returning at the expiration of the leave.

#### Leave of Absence and Salary

Only leaves of absence for services in the Armed Forces of the United States, or any auxiliary branch of these forces, shall be considered valid for salary increments.

#### Employment Upon Return From Leave

When the leave of absence has expired, the superintendent of schools is obligated to assign the person to a position in this school system for which such person is eligible.

### 305 ASSAULT LEAVE

Any member who must be absent from his or her duties due to injury resulting from an assault while teaching or in school-related activities, on or off school premises before, during, or after school hours, will be paid his or her full scheduled contractual compensation for the period of one hundred eighty-five (185) days. Assault shall be defined as injury or serious threat of injury inflicted upon an employee with or without a weapon. A maximum of five days only may be used for serious threat of injury.

Before assault leave pay will be granted, the member shall furnish to the superintendent, a written, signed statement describing the circumstances and events surrounding the assault, names and addresses of witnesses (if known), and a description of the injuries sustained. This information will be provided in addition to a police report on the incident. If medical attention is required or sought, the member shall also furnish to the superintendent a statement of the nature of the disability and its duration which has been signed by a physician. Assault leave shall not be charged against sick leave earned or earnable by the member granted under 3319.141 of ORC or leave granted under rules adopted by the Board of Education pursuant to Section 3319.08.

### 306 SABBATICAL LEAVE

Members may apply to the Board, through the superintendent, for a leave of absence with part pay for professional improvement. The following conditions apply to the granting of sabbatical leave.

Only one such leave may be granted for each five (5) years of service in the District. Five (5) continuous years of service is required prior to application.

No more than five percent (5%) of the teaching staff may be granted sabbatical leave simultaneously.

No leave will be granted to an individual for a second time if other members have filed a request for sabbatical leave.

Sabbatical leave shall be for one or two semesters only.

A plan for professional growth must accompany the request and evidence that the plan was followed must be presented following the absence.

To be eligible for part payment of salary, the member must return to the employment of the Board for at least one (1) year, unless the member has twenty-five (25) years of teaching credit.

The maximum part-time salary shall be the difference between the member's expected salary and the pay for necessary substitutes.

An early termination of this leave, if requested in writing by the member, shall be at the discretion of the superintendent.

### 307 JURY DUTY/COURT LEAVE

A member of the bargaining unit who is summoned for jury duty or a court appearance shall be granted leave in accordance with this section for the specific day(s) summoned. The member's compensation for said leave shall be with pay if the compensation received from the court for the services performed is remitted to the Board.

### 308 FAMILY LEAVE

#### A. Family and Medical Leave Act

Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this Agreement agree that all benefits guaranteed by the Act will be provided to employees covered by this Agreement. Any alleged

violations of this article of the Agreement may be processed as grievances using the procedure herein. Pursuance of such a grievance in no way prevents an employee from enforcing their rights under the Act as provided by law.

B. Leave Provisions

1. Each employee who has been employed for at least twelve months and has during that twelve months been in pay status at least 1250 hours is entitled to and shall be granted upon request up to twelve weeks of unpaid leave per year to care for a new child or a sick child, parent, or spouse. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child.
  - a. The bargaining unit member must provide a statement from a licensed physician that the leave is medically necessary when it is taken because of personal illness or illness of a spouse, son, daughter or parent.
  - b. Spouses who are both employees are entitled to a total of twelve weeks of leave (rather than twelve weeks each) for the birth or adoption of a child.
2. Any leave beyond twelve weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.
3. Eligible employees may choose to substitute paid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this article.
4. The employee shall give the Board thirty days' notice when need for the leave is foreseeable; otherwise, the notice shall be given as soon as possible. The employee's notice shall specify Family Leave, using Appendix A.
5. When medically necessary, leave may be taken intermittently.

C. Protection of Employment

1. Upon return from leave, the Board shall restore the employee taking a leave under this article to the position he/she held when the leave commenced. However, the return of an employee from family leave at the beginning of the school year shall not preclude the right of the superintendent to make an involuntary transfer

under Section 504 as if the employee was not on leave of absence during the summer months preceding his/her return.

2. The taking of a leave under this article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

D. Insurance Continuation

The Board shall continue to pay the Board contribution necessary to continue all medical, dental, and life insurance plans for the employee while he/she is on leave under this article.

In the event a bargaining unit member elects not to return to work upon completion of an approved unpaid leave of absence, the employer may recover from the employee the costs of any payments made to maintain the employee's insurance coverage, unless the failure to return to work was due to continuation, recurrence or onset of a serious health condition or for reasons beyond the employee's control.

E. Limitations on Leave

Any leave commenced more than five weeks prior to the end of a school year and of at least three weeks duration may not end during the last three weeks of the school year except with the approval of the superintendent.

Any leave commenced less than five weeks prior to the end of the school year and of at least two weeks duration may not end during the last two weeks of the school year except with the approval of the superintendent.

Any leave commenced less than three weeks prior to the end of the school year and greater than five days duration shall continue until the end of the school year unless return during that school year has the approval of the superintendent.

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## ARTICLE IV

### SALARY AND FRINGE BENEFITS

#### 401 REGULAR SALARY

- A.
1. All members shall be paid according to the index, salary schedule, and related provisions of this article (Appendix H).
  2. The base rate of the salary schedule shall be the bachelor's degree column, step 0.
  3. Effective July 1, 2015, the base rate shall be \$31,299.00 applied to the index (Appendix H-1). Effective July 1, 2016, the base rate shall be \$31,925.00 applied to the index (Appendix H-2). Effective July 1, 2017, the base rate shall be \$32,564.00 applied to the index (Appendix H-3).
- B. Regular Salary Schedule
1. Salary Schedule Index – See Appendix H.
  2. Salary Schedule – 2015-2016—See Appendix H-1.  
Salary Schedule – 2016-2017—See Appendix H-2.  
Salary Schedule – 2017-2018—See Appendix H-3.
  3. Placement on the Schedule
    - a. Members shall be placed on the salary schedule according to their training and experience. Member placement on the salary schedule prior to July 1, 1996, was governed by previous contract language and shall not be reduced.
    - b. Members with a bachelor's degree shall be paid on the bachelor's degree column.
    - c. Members who have completed an additional 15 semester hours after completion of the requirements for the bachelor's degree shall be placed on the BA+15 hour column. The hours may be graduate hours, undergraduate hours, or a combination of both.
    - d. Members who have completed an additional 30 semester hours after completion of the requirements for the bachelor's degree shall be placed on the BA+30 column. The hours

may be graduate hours, undergraduate hours, or a combination of both.

- e. Members with a master's degree shall be paid on the master's degree column.
- f. Members with a master's degree who have earned an additional fifteen (15) semester hours after earning the master's degree, shall be paid on the master's + 15 hours column. The hours may be graduate hours, undergraduate hours, or a combination of both.
- g. Members with a master's degree who have earned an additional thirty (30) semester hours after earning the master's degree, shall be paid on the master's +30 hours column. The hours may be graduate hours, undergraduate hours, or a combination of both.
- h. College credit as used in this section shall mean any credit that would/could be applied toward the completion of a baccalaureate degree or an advanced degree in the field of education and any credit that is acceptable by the State Department of Education for granting, renewing, or upgrading a teaching, supervisory, or administrative certificate.

#### 4. Recognized Placement Criteria

- a. Degrees referred to above shall mean an earned degree from an accredited institution.
- b. Three (3) quarter hours shall equal two (2) semester hours.
- c. Ten (10) Continuing Education Units (CEU's) obtained from a provider authorized by the Ohio State Department of Education shall equal one (1) semester hour.
- d. The Board shall, when employing an experienced teacher, grant full credit on the salary schedule for public school teaching experience or accredited private school experience up to ten (10) years. Each such year of experience shall consist of one hundred twenty (120) or more days within each school year.
- e. One (1) year of teaching experience shall mean the member has provided service for 120 days or more in any one school year.

5. Advancement on the Salary Schedule

a. Horizontal Advancement

A member shall advance horizontally on the salary schedule by acquiring additional training.

A member shall advance horizontally on the salary schedule when:

Sufficient course work or a higher degree is earned.

Satisfactory evidence of such completion is provided to the Board. Satisfactory evidence shall be an official transcript or a letter of course work completion issued by the appropriate institution or program.

Payment on the new column will commence the first pay of the year, provided the Board has been provided satisfactory evidence on or before the first day of school (students in attendance).

When satisfactory evidence is not provided on or before the first day of school, payment on the new column will commence the first pay following the September 30<sup>th</sup>, or January 31<sup>st</sup> deadline upon the Board's receipt of satisfactory evidence and shall not be retroactive. When the evidence is other than an official transcript, the official transcript showing such additional training shall be submitted within ninety (90) days.

b. Vertical Advancement

A member shall advance vertically one (1) step on the salary schedule for each year of experience in the district.

c. CEU's Conversion

Anyone with CEU's must convert CEU's to hours prior to June 30, 2005. If the conversion hasn't taken place before June 30, 2005, the CEU's will be forfeited. Any CEU's acquired after June 30, 2005 cannot be used as a method to advance on the salary schedule.

6. Pay Plan

- a. The annual salary due the member will be paid in twenty-six (26) equal installments, such payments will be made every other Friday with the total number not to exceed twenty-six (26) payments per year.
- b. When a payday is on a legal holiday, the payday will be moved up to the last school day (or week day in the case of a legal holiday during the summer break) prior to such legal holiday or scheduled vacation or holiday period.

402 MISCELLANEOUS PROVISIONS RELATED TO SALARY

A. Reimbursement for Additional Training

College credit as used in this section shall mean any credit that would/could be applied toward the completion of a baccalaureate degree or an advanced degree in the field of education and any credit that is acceptable by the State Department of Education for granting, renewing, or upgrading a teaching, supervisory, or administrative certificate.

The Board shall reimburse the costs for college credit in the manner described in paragraph 5 of this section for those credits for which the member received at least a grade of B or the credit granting institution's equivalent of the grade of B or "pass" or its equivalent in a pass/fail course.

Reimbursement shall be paid only to those who have returned to teach in the Plymouth-Shiloh School System for the following school year.

After fulfilling course requirements, members will turn in proof of completion as outlined in paragraph 2 above and a receipt at any time prior to or on October 1.

The Board shall provide funds for the purposes of tuition reimbursement as follows:

2013-14 - \$19,000.00

These funds will be distributed to members meeting the requirements of paragraphs 1, 2, 3, and 4 of this section. The yearly amount will be divided equally among members successfully completing training as specified above based on a semester credit hour prorated amount (1 ½ quarter hours = 1 semester hour) during the time period September 1 – August 31. For the purposes of this section hours completed must be applied to the year during which the work was successfully completed.

Hours earned in one year cannot be carried forward to the next year for reimbursement except as specifically provided for in this section.

Example: \$10,000.00 divided by total credit hours taken during the period September 1 – August 31 = \$ X per semester credit hour not to exceed the cost of courses taken, nor to be less than \$50.00. Should the total number of credit hours taken be such that the formula provides less than \$50.00 per semester hour, a lottery shall determine which hours shall be paid. The remaining hours will be rolled over to the following year and shall be given priority before any ensuing lottery.

Members will receive no more than the cost of such training taken during the aforementioned time period. Reimbursement will be approved for payment no later than the October Board meeting.

It will be the responsibility of the member to submit to the school officials on or before October 1: (1) evidence that the course has been satisfactorily completed and (2) evidence of the cost of the course to the member.

Any fractional part of semester hour will be determined as to be one full semester hour when the fractional part is over fifty percent (50%).

Reimbursement consideration will be made only on courses completed relative to the member's educational pursuit.

B. Substitutes

A substitute teacher's rate of pay shall be:

1. no less than \$65.00/day. Per diem rate of pay may be raised if necessary.
2. \$90.00/day if the substitute has retired from the Plymouth-Shiloh Local School District. Per diem rate of pay may be raised if necessary.
3. to the rate of pay based upon the current salary schedule after (or upon knowledge of term of assignment) substituting on one specific position for a continuous period of forty (40) days.

Every effort shall be made to acquire a substitute for all members including those traveling between buildings.

C. Mileage

When a faculty member teaches or works in one or more buildings during the single day and this causes extra transportation expenses, or when a member uses his/her own vehicle on employment related activities with prior approval of the superintendent or designee, mileage will be paid at the maximum rate which the Internal Revenue Service allows as a business deduction.

To establish eligibility for travel time, prior approval must be obtained from the local superintendent.

D. Severance Pay

1. Severance pay shall be a one time, lump sum payment to members according to the following provisions:

2. Eligibility:

A member's eligibility for retirement pay shall be determined as of the final date of employment. The criteria are:

- a. The unit member retires from the Plymouth-Shiloh Local School System.
- b. Retirement shall be defined as disability or service retirement as specified in Section 3307.38 ORC. (State Teachers Retirement System)
- c. The unit member must be eligible for disability or service retirement as of his/her last date of employment with the Board.
- d. The unit member must within one hundred twenty (120) days of the last day under contract with the Board, prove acceptance into the retirement system by having received and cashed his/her first retirement check. For the purposes of this section, "last day under contract" shall be defined as the 31<sup>st</sup> day of August immediately following the school year in which the member last taught in the Plymouth-Shiloh Schools, or the retirement effective date of the member, whichever is sooner.
- e. The unit member must have not less than ten (10) years of service with the Plymouth-Shiloh Local School District, the state or its political subdivisions.

- f. The unit member must sign a form provided by the Board certifying that all of the above eligibility criteria have been met.

3. Benefit Calculation

The retirement pay benefit shall be calculated according to the following:

- a. Multiply the member’s accrued but unused sick leave in accordance with the following table:

<u>School Year</u>	<u>Maximum Severance Pay Percentage</u>	<u>Accrued Sick Leave Days</u>	<u>Maximum Severance Days</u>
2013/2014	24.42%	344	84
2014/2015	24.15%	352	85
2015/2016	23.89%	360	86
Beginning 2016/2017	23.89%	360	86

- b. Multiply the product times the per diem rate of pay appropriate for that individual’s placement on the base salary schedule;
- c. Payment of severance pay shall be made the first payroll period after proof of acceptance into the retirement system. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the member.

E. Payroll Deductions

All deductions or irregularities in payment dates except as specifically noted in the contract are at the discretion of the treasurer of the Board of Education with the approval of the Board.

1. Professional Dues (United Education Profession)

Members of the bargaining unit, upon request, shall be afforded the right to payroll deduction for dues to the Plymouth Education Association, the North Central Ohio Education Association, the Ohio Education Association, and the National Education Association. The aforementioned dues will be deducted from paychecks in ten (10) equal monthly amounts commencing with the first payroll in

November. The membership chairperson of the Association shall provide the treasurer with a list of all Association members desiring payroll deduction of professional dues by October 15 of each school year. This list will include those desiring continuing payroll deduction.

Dues amounts deducted shall be forwarded to the treasurer of the Association in ten (10) monthly payments, each such payment to be made within a reasonable time following the deduction. The name of the person to whom the check is to be delivered will be furnished to the treasurer by the Association.

In the event that a member terminates his employment with the Board prior to the completion of the total deductions, the balance due the Association shall be withheld by the treasurer from the final paycheck of the member.

Should the balance inadvertently not be withheld, the treasurer shall in no way be held responsible to the Association for the dues not deducted.

Members may authorize, in writing, that the payroll deduction of professional dues be on a continuing basis.

A member may authorize a continuing payroll deduction for membership purposes. Such authorization would be initiated (initially) and implemented as indicated above. The authorization would be for a one-year period of time, but would continue for the next following year unless the treasurer of the Board received written notification to the contrary from the individual or the Association on or before September 15 of any membership year. When the treasurer receives notification from a member, the treasurer shall promptly forward a copy of such notification to the Association president. The Association president shall provide the treasurer with a modified list of members on continuing payroll deduction for membership in the United Education Profession. Said communication will occur on or before October 15 of each membership year.

## 2. Tax Sheltered Annuities

- a. A teacher shall be provided an opportunity through payroll deductions, in order to take advantage of the federal law concerning tax free annuities of their choice. A minimum of

five (5) employees is necessary for the Board to recognize an Ohio licensed Annuity Company.

- b. Each member assumes sole responsibility in the selection of the company from which he/she wishes the annuity to be purchased to ensure that the amount of the annuities withheld is in compliance with the Internal Revenue Service (IRS) regulations and shall hold the Treasurer harmless for the annuity calculations.
- c. The Treasurer will provide paperwork for the authorization to purchase a tax-sheltered annuity for a given member.
- d. Reductions authorized will continue in effect until modified or withdrawn as herein provided. Notice of change shall be filed with the Treasurer at least thirty (30) days prior to the month it becomes effective.
- e. Annuities shall be administered in accordance with the most current applicable plan document.

3. Savings Bonds

Members shall be provided the right to payroll deduction for purchase of U.S. Savings Bonds through a bank with an office within the school district.

F. Internal Substitution

- 1. Use of bargaining unit members for substituting during their preparation/planning/conference period shall be used only in emergency situations. All reasonable efforts will be made to secure substitutes for absent members.
- 2. "Absent" shall be defined as the teacher absent from the building while a majority of his/her students are in attendance.
- 3. The first time in a school year that a teacher supervises students other than their own there shall be no additional compensation. Thereafter, teachers who supervise as described above shall be paid additional compensation at the rate of \$15.00 per unit. A "unit" shall be defined as fifty (50) minutes or less. Administrators may elect to serve as substitutes without pay.
- 4. Study halls shall not be routinely used as a substitute for absent teachers.

G. Direct Deposit

The Board shall provide direct deposit of paychecks. Participants may select up to three banks to deposit their paycheck. Each bank will be responsible to distribute the funds to various accounts as directed by the employee. All employees will be required to participate in direct deposit.

403 SUPPLEMENTAL SALARY – EXTRA-DUTY ASSIGNMENTS

A. Options

Any member involved in a negotiated extra-duty activity, and whose participation is approved by the Board, shall receive compensation for that extra duty. At the employee's option payment for supplementals shall be made in accordance with one of the following methods:

1. One payment at completion of the supplemental.
2. Six (6) installments per academic year; two (2) during the fall, two (2) during the winter, two (2) during the spring, the dates of which shall be jointly determined by the parties.
3. Twenty-six equal payments included in the regular paychecks. This option is available only for those supplementals which span the school year (e.g., Jr. Class Advisor).

B. New Position

It is agreed that the Board has the right to increase the stipend for a particular duty if, in their judgment, extenuating circumstances would make such a change advisable and create a new position. Such new positions would be open for negotiations at the expiration of the contract.

C. Supplemental Assignments/Pay Scale:

	<u>0-1</u>	<u>2-3</u>	<u>4-6</u>	<u>7 or more</u>
Athletic Director	0.180	0.190	0.200	0.210
Middle School Athletic Director	0.080	0.090	0.100	0.110
Cheerleader Advisor - HS Football	0.070	0.085	0.100	0.115
Cheerleader Advisor - MS Football	0.023	0.030	0.038	0.045
Cheerleader Advisor - HS Basketball	0.070	0.085	0.100	0.115
Cheerleader Advisor - MS Basketball	0.023	0.030	0.038	0.045
High School Football Coach	0.160	0.170	0.180	0.190
Asst. HS Football Coach	0.090	0.100	0.110	0.120
Middle School Football Coach	0.075	0.082	0.089	0.096
High School Volleyball Coach	0.090	0.100	0.110	0.120
Asst. HS Volleyball Coach	0.060	0.070	0.080	0.090
Middle School Volleyball Coach	0.060	0.069	0.078	0.087
High School Cross Country	0.090	0.100	0.110	0.120
Middle School Cross Country	0.048	0.055	0.062	0.069
High School Golf Coach	0.070	0.077	0.084	0.091
High School Boys Basketball Coach	0.160	0.170	0.180	0.190
Asst. HS Boys Basketball Coach	0.090	0.100	0.110	0.120
Reserve HS Boys Basketball Coach	0.090	0.100	0.110	0.120
Freshman Boys Basketball Coach	0.080	0.090	0.100	0.110
Middle School Boys Basketball Coach	0.070	0.080	0.090	0.100
High School Girls Basketball Coach	0.160	0.170	0.180	0.190
Asst HS Girls Basketball Coach	0.090	0.100	0.110	0.120
Reserve HS Girls Basketball Coach	0.090	0.100	0.110	0.120
Freshman Girls Basketball Coach	0.080	0.090	0.100	0.110

	<u>0-1</u>	<u>2-3</u>	<u>4-6</u>	<u>7 or more</u>
Middle School Girls Basketball Coach	0.070	0.080	0.090	0.100
High School Wrestling Coach	0.100	0.110	0.120	0.130
Asst. High School Wrestling Coach	0.075	0.085	0.095	0.105
Middle School Wrestling Coach	0.060	0.070	0.080	0.090
High School Baseball Coach	0.090	0.100	0.110	0.120
Asst. High School Baseball Coach	0.060	0.070	0.080	0.090
High School Softball Coach	0.090	0.100	0.110	0.120
Asst. High School Softball Coach	0.060	0.070	0.080	0.090
High School Track Coach	0.090	0.100	0.110	0.120
Asst. Boys High School Track Coach	0.060	0.070	0.080	0.090
Asst. Girls High School Track Coach	0.060	0.070	0.080	0.090
Middle School. Boys Track Coach	0.050	0.060	0.070	0.080
Middle School Girls Track Coach	0.050	0.060	0.070	0.080
Marching Band	0.140	0.150	0.160	0.170
Pep Band	0.012	0.017	0.022	0.027
Jazz Band	0.020	0.025	0.030	0.035
Majorettes	0.020	0.030	0.035	0.043
Flag Corp	0.020	0.030	0.035	0.043
High School Yearbook	0.050	0.060	0.070	0.080
Middle School/Elementary Yearbook	0.020	0.025	0.030	0.035
Intramurals	0.040	0.049	0.058	0.067
National Honor Society	0.025	0.030	0.040	0.047
High School Student Council	0.030	0.035	0.045	0.052
Middle School Student Council	0.025	0.030	0.040	0.047
Senior Class Advisor	0.040	0.045	0.055	0.062

	<u>0-1</u>	<u>2-3</u>	<u>4-6</u>	<u>7 or more</u>
Junior Class Advisor	0.040	0.045	0.055	0.062
Sophomore Class Advisor	0.020	0.025	0.030	0.035
Freshman Class Advisor	0.020	0.025	0.030	0.035
High School Musical	0.050	0.060	0.070	0.080
High School Drama	0.040	0.050	0.060	0.070
HS Academic Challenge Advisor	0.025	0.030	0.040	0.047
MS Academic Challenge Advisor	0.025	0.030	0.040	0.047
Odyssey of the Mind Advisor	0.020	0.025	0.030	0.035
Middle School Science Fair Advisor	0.025	0.030	0.040	0.047
5th Grade Science Fair Advisor	0.020	0.025	0.030	0.035
High School Art Club Advisor	0.020	0.025	0.030	0.035
Power of the Pen	0.020	0.030	0.040	0.050
New Traditions	0.020	0.030	0.040	0.050
Pride Advisor	0.020	0.025	0.030	0.035
HS Modern Language Advisor	0.020	0.025	0.030	0.035
High School History Club Advisor	0.020	0.025	0.030	0.035

404 FRINGE BENEFITS

A. General Provisions

1. Coverage

- a. The Board will pay the full cost (less 12.5%) per employee per month for family and single medical and prescription coverage of the insurance plans specified by this section for all full-time employees.

Increases beyond these stated amounts shall be paid by the Board as well as the full amount of increases on all other insurance programs required by this section.

Beginning the 2016-2017 school year, if the insurance renewal rate is above 15%, the insurance committee will research plan options and recommend insurance plan changes to the Board

and the Association for acceptance to bring the renewal rate below 15%.

- b. The level of insurance benefits, coverages or services shall appear as Appendix K.
- c. The Board shall provide single or family coverage as requested by the member:

2. Enrollment

- a. New members must enroll within 30 days of employment with the coverage becoming effective on the first day of employment, or wait to enroll during the next open enrollment period.
- b. Current members will be given the opportunity to enroll and participate in the Section 125 plan during the open enrollment period beginning November 1 and ending November 30 each year.
- c. Members who change plan status outside of November must do so in accordance with applicable laws and will not be eligible for participation in the Section 125 plan until the next open enrollment period.

3. General Provisions

The Board shall provide the following documents with respect to insurance coverage:

- a. All contracts between the Board and any insurance company providing coverage under this agreement shall be provided to the president of the Association upon request.
- b. One copy of any document prepared by the insurance company which describes the benefits under any insurance coverage provided by this agreement shall be provided to each member of the bargaining unit within a reasonable time after such documents are received from the insurance company.
- c. Health care benefits and services that extend to bargaining unit members as a result of agreements entered into by the Board with insurance companies, underwriters, insurance administrators, shall not be reduced, modified, or eliminated during the term of the collective bargaining agreement

without the written approval of the Association, however the Health Insurance Committee may add additional options for the membership's consideration at any time.

4. Conditions

The insurance benefits provided by this section shall be provided to all members.

5. Non-Participation Option

In addition to the annual open enrollment period, an employee who selects this non-participation option and who loses primary coverage due to death or divorce of a spouse, loss of a spouse's benefits or termination of a spouse's employment will become eligible immediately for benefits.

6. An Insurance Committee will function to review the provision of existing plans and to make decisions for the improvement of coverage and how such coverage is delivered to members. The voting members shall consist of three (3) representatives of the PEA, who shall be selected pursuant to the PEA organizational guidelines, and three (3) representatives of the administration, who shall be selected pursuant to its organizational guidelines.

B. Insurance Plans

1. Hospital, Surgical, and Major Medical

Refer to Certificate of Coverage, Appendix K.

2. Dental

The dental plan shall include specifications which are listed in Appendix J herein.

3. Group Life Insurance

The Board shall provide Twenty Thousand Dollars (\$20,000.00) life insurance and a like amount for accidental and dismemberment for all full-time members.

4. Vision Service

The plan summary shall appear in Appendix M herein.

5. Liability Insurance

The Board shall indemnify and hold harmless, all members of the bargaining unit (compensated or uncompensated, full-time or part-time), in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the member in a state or federal court. The member must have been acting in good faith and not manifestly outside the scope of his/her employment or official responsibilities. Further, the Board shall provide for the defense of a member in any state or federal court, in any civil action filed against that member to recover damages for injury, death, or loss to persons or property allegedly caused by an action or omission of the member if the incident occurred while the member was acting in good faith and not manifestly outside the scope of his/her employment or official responsibilities.

Note: The above-described coverage represents minimums. Current coverages may provide greater levels of benefits. Please consult the most up-to-date plan summary booklet for these coverages, which shall appear in Appendix J—M herein.

6. IRS Section 125 Plan

The employer shall provide the opportunity for all members to participate in (at their individual option) a Section 125 Plan.

405 STRS PICK-UP

The Board of Education of the Plymouth-Shiloh Local School District herewith agrees with the Plymouth Education Association to pick-up and pay through the salary reduction method the contributions to the State Teachers Retirement System paid on behalf of the members of the bargaining unit under the terms and conditions:

- A. The amount to be “picked-up” through the salary reduction method on behalf of each member shall be ten percent (10%) or as may otherwise be required by law of the member’s gross annual compensation.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
- C. The pick-up shall become effective July 1, 1986, and shall apply to all compensation including supplemental earnings thereafter.
- D. The parties agree that should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties

agree to return, without penalty, to the former method of member/employer contributions.

406 MEMBERS' CHILDREN – TUITION FREE

A member(s) whose residence is not within the boundary of the Plymouth-Shiloh Local Schools shall have the right to enroll his/her child(ren) in the Plymouth-Shiloh Local Schools with no obligation to pay a tuition fee.

The enrollment process will allow each member who is interested in enrolling his/her child(ren) to specify a first and second choice of school buildings (where appropriate). The assignment of the child(ren) will be determined by availability of space, existing class sizes, etc.

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## ARTICLE V

### MEMBERS' RIGHTS

#### 501 A. FAIR DISMISSAL

Non-renewal of limited contracts shall be in accordance with the provisions of Sections 3319.11 and 3319.111 of the Ohio Revised Code or as otherwise specified by the Ohio Revised Code.

A member(s) who is/are being considered for non-renewal of his/her limited contract shall be evaluated in accordance with the provision(s) of Sections 3319.11 and 3319.111 of the Ohio Revised Code and the provisions of this section.

#### B. EMPLOYEE DISCIPLINE

1. All disciplinary action shall be applied in accordance to the following progressive steps, unless said offense is of such a nature that warrants either elimination of the first two steps in the progressive disciplinary procedure or immediate termination procedures by the Board of Education.
2. The parties recognize that the severity of offenses will not always coincide with the progressive discipline steps. It will be determined by the superintendent as to what step on the progressive disciplinary procedure the employee shall be placed.
3. The following are the Progressive Disciplinary Steps:
  - a. Verbal warning with written acknowledgment (document date and infraction);
  - b. Formal written reprimand;
  - c. Suspension without pay for up to 5 days;
  - d. Termination in accordance with Ohio Revised Code 3319.16.

#### 502 A. MEMBER EVALUATION

1. Evaluation of professional staff will be subject to 3319.111 and 3319.112 of the Ohio Revised Code.
2. The Association shall be consulted through an evaluation committee.
  - a. The committee shall consist of one (1) Association member from each building (high school, middle school, and elementary school), and an equal number of administrators.

3. Any teacher in the final year of a limited contract will be evaluated.
4. Any teacher with a developing or ineffective rating will have a five (5) day turn-around for all evaluation documentation/conferences, barring any calamity situation.

## 503 PERSONNEL FILES

Upon a request for access to a member's personnel file, written notice shall be given to the member listing the name of the person making the request and the time and date access was or will be permitted. All examinations of personnel files shall be in the presence of at least one school district employee. A log shall be maintained as a part of each member's file that will indicate the name and date that access was granted to the file. This paragraph shall not apply to school district administrative personnel.

The member shall have access to all personal information contained in the system at all times. There shall not be a charge for access to the system.

Each member has the right to examine and to make a copy at his/her expense of any items which are part of that member's personnel file except confidential recommendations relevant to member's employment. The member shall be granted the right to be accompanied by a person of his/her choice when examining information contained in the file. Upon written approval of the member, access shall be granted to the member's attorney or other representative.

Any material believed to be inaccurate may be challenged by written response and when proven inaccurate, shall be removed from the file.

The member shall have the right to answer any material filed; this answer shall be attached to the file copy.

Any grievance material shall not be placed in a member's personnel file.

The member must be given the opportunity to sign any material that is to be placed in his/her personnel file prior to the placing of the material in the file. The signature does not indicate agreement with the material; only that it has been read by the member.

No parent complaints will be placed in the personnel file of a member unless:

1. The allegation is in writing and is signed by the parent;
2. A conference was held including the parent, member, and the principal or immediate supervisor;
3. The results or findings of the aforementioned conference have been reduced to writing by the immediate supervisor and approved, in writing,

by the member. Said results or findings shall be attached to the complaint. No anonymous letters or material will be placed in the system.

## 504 VACANCIES, TRANSFERS AND ASSIGNMENTS

### 1. Assignment

All members are subject to annual assignment by the superintendent. Recommendations from the building principals will be considered in making assignments. All members shall receive, in writing prior to July 1 of each year, their assignment for the ensuing school year relative to subjects, period, and/or grade level.

Every effort will be made to avoid transfers after July 1 and such transfers will be made only in accordance with transfer procedures outlined in this article.

### 2. Posting

All position openings for members, regardless of position or whether the opening implies a promotion, shall be posted conspicuously on the bulletin board in each office near the member mailboxes in the building during the school year and may be on the district's website or e-mail, as a reminder that the posting exists. Such notices will be indelibly dated at the time of posting.

Such notices shall clearly set forth the required certification for the position, a description of the duties to be performed, salary, and procedures for application.

If no applications are received within ten (10) school days (two [2] full weeks when school is not in session) of the date of posting the notice (or the postmark on mailings), it will be assumed that there is no interest in the position among members and the position may be filled outside the system. If there is only one internal applicant during the posting period, after that internal candidate has been interviewed, the Board may choose to solicit and hire an outside applicant.

A member hired to fill a position must possess the posted certification requirements for the position. Any member having proper certification may apply for the posted position and shall be granted an interview.

### 3. Transfer Procedure

- a. Voluntary Transfer – Members may request in writing a change of assignment in accordance with negotiated policies on assignments and open positions and the following procedures:

- 1) Change of assignment requests shall refer to: (1) change in building, (2) change of year/level, (3) change of subject area.
  - 2) Transfer requests may be initiated by members using the following guidelines:
    - a) A transfer request form shall be completed and submitted to the office of the superintendent by April 15 prior to the school year in which the transfer would occur.
    - b) Transfers will be considered if an opening exists or become available.
    - c) Members applying for a transfer will be interviewed for the open position. Positions shall be filled in accordance with the provisions of this article.
4. Involuntary Transfer – Every effort shall be made to avoid involuntary transfers by fully utilizing the voluntary transfer procedure. If the superintendent directs an involuntary transfer in the department/division, building, subject or grade level, notification thereof shall be given to the involved member(s) by July 1 preceding the effective date of said involuntary transfer. Should the need for an involuntary transfer arise after July 1, the member being involuntarily transferred shall be notified at the earliest possible date and prior to the member in-service at the beginning of school. In the event of an unexpected vacancy after the school year has started and the Board is unable to fill the vacancy with a teacher holding proper certification, the superintendent may involuntarily transfer a teacher for the remainder of that school year. The involuntarily transferred teacher shall be able to return to his/her previously held position the next school year. No member shall be involuntarily transferred without just cause. Any member who is being involuntarily transferred shall be allowed to interview for any open position before returning teachers or outside hired teachers.

Members being involuntarily transferred will be assigned only to a position for which they are fully and properly certified. In discussing an involuntary transfer, there will be a meeting (within five [5] days of a written request) of the member(s) involved and the superintendent or his/her designee to explain the circumstances of the transfer. The involved member may have a representative of his/her choosing for the meeting. The involved member(s) shall be given the reasons for the transfer, in writing, prior to the aforementioned meeting.

505 MEMBER LUNCH PERIOD

Thirty (30) minute duty-free lunch. Members can leave building after notifying the office of the building principal.

506 PREPARATION TIME

All members of the bargaining unit shall have at least two hundred forty minutes (240) of duty free preparation time at the K-5 level or one full class period per day at the 6-12 level during each full school week during the student day. Elementary teachers shall have preparation time while their class is scheduled to be conducted by a special teacher (art, music, physical education, etc.).

507 WORKDAY

The teacher workday shall be from 7:45 a.m. to 3:15 p.m., or 7 ½ hours at times the Board shall establish which shall be within a thirty (30) minute radius of times herein specified, and during which time the students shall be in attendance from 8:00 a.m. to 3:00 p.m., or 7 hours at times the Board shall establish.

Effective with the 2015-2016 school year, make-up days under ORC 3313.48 will not include the first five weather emergency days (or other days when schools are closed) and will be counted as "work days." The following four days missed for calamity, will be classroom lessons via the district's website or through blizzard bags. Day ten will be a professional development day at the end of the year. Calamity days after ten, will be discussed between the association and the administration. These days shall be without additional compensation.

Beginning with the 2016-2017 school year all calamity days after 10, teachers shall report to work (excluding a level III in Richland County).

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## ARTICLE VI

### CONTRACTS

#### 601 LIMITED

After two (2) years of employment in the Plymouth-Shiloh Local School District, a member shall be granted a two-year contract. After four (4) years of employment in the Plymouth-Shiloh Local School District, a member shall be granted a three-year contract. After seven (7) years of employment in the Plymouth-Shiloh Local School District, a member shall be granted a four-year contract.

#### 602 CONTINUING CONTRACTS

Continuing contracts will be issued in accordance with Ohio law except as otherwise specified by this provision. Any certificated member who is not at the end of a limited contract but who is eligible for a continuing contract in accordance with Ohio Revised Code may request in writing to the Board of Education, its consideration for a continuing contract at any time before the Board takes action to renew certificated contracts during the regular Board meeting in April.

A limited contract shall be interrupted and a continuing contract granted except when deficiencies are identified through the evaluation process that are of such magnitude as to cause negative recommendation. The deficiencies will be clearly specified in writing and a specific, detailed plan of remediation will be provided to the individual.

The member requesting interruption of a limited contract shall notify either the building principal or the superintendent in writing on or before December 1 of his/her intention to request a continuing contract and shall complete necessary course work prior to the April Board of Education meeting. The recommendation of the superintendent will be based upon the two regularly scheduled evaluations of the building principal and two additional evaluations given by the superintendent at least one month apart and at least two weeks apart from a principal's evaluation.

The superintendent will meet with the member before the April Board meeting where action on the request is to be taken. During this meeting the superintendent will make known to the member his recommendation and the reasons for such.

The member may at any time prior to the April Board meeting ask to have the request withdrawn. The decision of the Board shall be final and not subject to appeal. The request may be resubmitted the following school year as outlined in this section.

## 603 SUPPLEMENTAL LIMITED CONTRACT

### A. Supplemental Duties Defined

Supplemental duties shall be defined as those duties which are performed during time in excess of the workday, work week, work year, or in addition to the member's regular duties. Members performing supplemental duties shall be issued written, individual, limited contracts that include:

1. duration of supplemental contract
2. title of supplemental position
3. amount of supplemental compensation or hourly rate by payment section

### B. Filling Supplemental Positions

Posting of supplemental positions shall be in accordance with Article V, Section 504 of this contract.

### C. Acceptance of Supplemental Positions

Acceptance of a supplemental contract shall be voluntary.

### D. Compensation for Supplemental Positions

Compensation for supplemental duties shall be as set forth in this contract provided that all compensation paid shall be determined solely according to the principle of equal pay for equal work and without regard for age, sex, race, creed, religion, national origin, handicap, or marital status.

### E. Non-Renewal of Supplemental Contracts

The Board shall provide to the member written notice of its intent to non-renew the member's supplemental contract and the reasons for such non-renewal sixty (60) days prior to the Board's action to non-renew the contract or sixty (60) days prior to the expiration date of the contract, whichever is earlier. Such action by the Board shall occur on or before May 31 of the year of non-renewal. Failure to the Board to provide the appropriate notification in a timely manner or to act in a timely manner on the non-renewal of a supplemental contract shall result in the automatic renewal of the contract.

A member's performance in a supplemental position shall not have an adverse effect upon such member's teaching limited or continuing contract.

604 Teaching contracts for bargaining unit members shall contain the following information:

1. Name of the Board of Education
2. Name of the member
3. Type of contract – limited or continuing
4. Date the contract is entered into
5. Signature and date of signature of the member being issued the contract, the Board president, and the treasurer of the Board of Education
6. Member and Board agreement that both shall abide by Board-adopted policies at time of employment.

605 REDUCTION IN FORCE

A. Scope of Procedure:

If the Board determines that a reduction is necessary, a reasonable reduction of teaching positions may be made by suspending members' contracts in the event that a reduction becomes necessary as a result of a decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, by reason of suspension of schools or territorial changes affecting the district or for financial reasons. When the affected member's limited contract is expiring, such limited contract shall be renewed and then the new contract shall be suspended to accomplish the desired reduction.

B. Attrition and Suspension:

1. The number of persons affected by a reduction of force will be kept to a minimum by not employing replacements for members who leave as a result of normal attrition.
2. Reduction which cannot be achieved through attrition shall be made by suspension of contracts. Suspension shall mean that a member shall be placed in an inactive state of employment from an active state of employment.
3. All members who are suspended shall be given written notification at least thirty (30) calendar days prior to the effective date of the suspension.
4. Contract suspensions will normally be effective at the start of a school year unless the suspensions are for reasons of a return to duty of a regular teacher after a leave of absence or territorial changes affecting the district.

C. Procedure for Reduction:

1. At least forty-five (45) calendar days prior to a reduction, a seniority list of all members in each area of certification shall be developed by the administration. The Association president shall receive a copy of this list. This recall list shall remain active for three (3) years; that is, any laid off member will remain on this recall list for three (3) years beginning with the date of his/her lay off.
2. The Association president shall be notified of the Board's intent to implement a RIF program at least thirty (30) calendar days prior to the effective date.
3. A meeting shall be held between the Association president and representatives of the Board of Education to discuss the RIF program. At this meeting, the administration shall present a list indicating the specific number of positions to be RIF'd within each area of certification.
4. Seniority shall be applied in accordance with the provisions of Section 606 but only when evaluations are deemed comparable.
5. A member who is subject to being RIF'd has the right to bump members with less seniority in any other teaching area in which he/she is certified. Said bumping right must be exercised within thirty (30) days of receipt of notice of RIF or the right to bump is waived.

D. Procedure for Recall:

1. A member whose name appears on the RIF list shall be offered reemployment when a position becomes available for which he/she is certified.
2. Members on the RIF list shall be offered reemployment to positions for which they are certified in the reverse order of reduction.
3. A member who is recalled to a position shall resume the contract status he/she held prior to the reduction and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to reduction.
4. The seniority of a recalled member shall be calculated as if service were not interrupted except that the terms of 606-1-c shall apply in all cases.

5. Such right to recall may not be granted for recall to an area of certification in which the member has not been employed for at least one hundred twenty (120) consecutive school days during at least one of the five school years immediately preceding the reduction. However, any member who is not on the recall list shall not be employed for any vacancy which a person on the recall list is certificated to fill, unless the person on the list has declined the position.
6. If a vacancy occurs, the Board shall send a certified announcement to the last known address of all members on the recall list who are qualified according to these provisions. It is the member's responsibility to keep the Board informed of his/her current address. All members are required to respond in writing to the district office within seven (7) calendar days. The most senior of those responding shall be given the vacant position. Any member who fails to respond within seven (7) calendar days, or who declines to accept the position, shall forfeit all recall rights.
7. Members not employed as a result of the RIF program will be given first consideration as casual day-by-day or long-term substitute teachers as the need occurs. Acceptance or rejection of employment as a short-term substitute (40 days or less) shall not constitute the basis for a Board challenge to the employee's entitlement to unemployment compensation.
8. Members whose contracts have been suspended shall have the right to remain in the group fringe benefits programs such as hospitalization, life, etc., by paying their full, single or family coverage on a monthly basis to the Board of Education, provided that such right does not jeopardize the coverage for all members or cause any form of rate increase to the district.

E. Limitations

1. During the implementation of RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior employee to be laid off before a less senior employee.
2. No new hire shall be employed in a bargaining unit position until all eligible, laid off employees have been offered such position.

F. Voluntary Layoff

In the event of a necessary layoff, any teacher may notify the superintendent in writing of his/her willingness to be laid off for one year. The Board shall then lay off that teacher.

The laid off teacher shall have applicable rights to unemployment compensation, and the Board shall not report that the teacher declined available work.

At the end of the year of layoff, the teacher on voluntary layoff shall resume his/her original position. The original impacted teacher shall either be laid off or placed in the appropriate vacant position in accordance with the RIF and recall provisions herein.

## 606 SENIORITY

1. Seniority as used in this contract shall mean the length of continuous employment in a bargaining unit position as follows:
  - a. Seniority shall begin to accrue from the first day worked in a bargaining unit position excluding responsibilities under a supplemental or extended time contract.
  - b. Seniority shall accrue for all time a member is on active pay status or is receiving worker's compensation benefits.
  - c. Time spent on inactive pay status (unpaid leave or RIF) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
  - d. Full-time members shall accrue one (1) year of seniority for each year worked (120 or more days, 6 hours or more per day).
  - e. No member shall accrue more than one (1) year of seniority in any work year.
2. Equal Seniority
  - a. A tie in seniority shall occur when two (2) or more members have the same amount of seniority credit as determined by the seniority list.
  - b. Ties in seniority shall be broken by the following method to determine the most senior member:
    - 1) The member with the first day worked excluding supplemental and initial-year extended service; then
    - 2) The member with the earliest date of employment (date of hire); then
    - 3) Date of application with the Plymouth-Shiloh School District;

- 4) By lottery, with the most senior member being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

3. Loss of Seniority

Seniority shall be lost when a member retires or resigns; is employed in a full-time non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the Board.

4. Posting of Seniority List

The seniority list shall be provided to the Association president by February 1 of each work year. The Board shall prepare a seniority list indicating, by area of certification, the first day worked excluding initial-year extended service, the date of Board resolution to hire, and the contract status (limited or continuing) of each member.

The names of members on the seniority list shall appear in seniority rank order within areas of certification, with the name of the most senior member appearing at the top of the listing and the name of the least senior member appearing at the bottom of the listing.

The names of members who are certified in more than one (1) area shall be included on the listing for all areas of certification.

5. Correction of Inaccuracies

Each member shall before April 1 advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. The Board or its agent shall investigate all reported inaccuracies and make such adjustments as may be in order.

7. Comparable Evaluations

The definition of the term "comparable", as applied to teacher evaluations, included in this section shall only be applicable after a new evaluation system is fully implemented.

- a) All teachers within the District shall be deemed to have comparable evaluations strictly for RIF for the 2013-2014 and 2014-2015 school years, with the exception of those teachers who rate "Ineffective".
- b) An involuntary transfer after July 1, 2013 shall require the consideration of an additional two (2) years of evaluation data

before any determination that the teacher is non-comparable to the rest of the bargaining unit can be made.

- c) Newly hired teachers with less than three (3) years of student growth data shall be deemed comparable with the rest of the bargaining unit until and unless the teacher fits the criteria in Paragraph 2 of this section.
- d) After June 30, 2015, if a teacher meets the criteria outlined in sections b or c above, he/she will be deemed comparable to other teachers in his/her certification/licensure area.

## 607 SCHOOL CALENDAR

- A. The District Committee will develop two (2) proposed school year calendars in order to receive input from the Association and to submit one (1) calendar to the Board at its February meeting. The Board will consider the proposed calendar, but shall retain the right to accept or reject any school year calendar it so chooses.
- B. The calendar that is adopted by the Board shall be in accordance with the following:
  - 1. The contract year for members shall be 184 days for returning members and 185 for new members which shall include:
    - a. New teacher orientation (applies to new members only).
    - b. One (1) preschool meeting/workday.
    - c. Two (2) professional meeting days.
    - d. One (1) records day for members which shall be the final day of the member work year.
    - e. Two (2) days for parent-teacher conferences – no students in attendance on these days.
    - f. No more than one hundred seventy-eight (178) days with students actually in attendance.
  - 2. At least the following holiday periods:
    - a. Labor Day
    - b. Thanksgiving Day and the following Friday

c. Memorial Day

3. Meetings

Staff meetings shall not exceed one per month and shall be limited to sixty (60) minutes in length. All meetings other than the monthly staff meeting shall be voluntary.

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## ARTICLE VII

### ASSOCIATION RIGHTS

A. The Plymouth Education Association shall be the only organization, representing members of the bargaining unit, with the following rights and privileges:

1. The superintendent will provide the Association with a list of all new bargaining unit members by August 1 of each school year, or as soon as possible for those members employed after August 1.

2. Notices/Mail/Announcement

The Association shall have the right to post notices of its activities and business on bulletin boards located in teacher lounges, or work area, but not in classrooms.

The Association may use mailboxes for communications to members. The Association may make announcements at faculty meetings with the approval of the principal.

3. Association Business

The elected officers of the Association and elected delegates shall be entitled to a total of five (5) days' leave with pay for the purpose of attending to official Association business. These days shall not be charged to sick leave.

4. School Equipment

The Association shall have the right to use audio-visual and/or duplicating equipment provided all costs incurred therewith are paid for by the Association. Association use of school equipment shall not interfere with school use. The building principal must approve any Association use that involves a cost.

5. Board Meetings

The Association shall be notified of all Board meetings as much in advance as possible. The Association shall receive a copy of the agenda and the minutes for each Board meeting and shall be permitted to speak at the Board meeting in accordance with the rules governing members of the public.

6. Building Use

The Association and its representatives shall have the right to use school buildings upon request and approval from the administrator at all reasonable hours in accordance with the Board's building use policy.

7. Right to Fair Share Fee

a. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

b. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee shall be transmitted by the Association to the treasurer of the Board on or about October 1 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to transmit all amounts deducted to the Association within ten (10) days of said deduction.

c. Schedule of Fair Share Fee Deductions

1) All Fair Share Fee Payers

Payroll deduction of such fair share fees shall begin with the first payroll period in February except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until at least after the second paycheck, which period shall be the required probationary period of newly employed bargaining unit members.

2) Upon Termination of Membership During the Membership Year

The treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

d. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

e. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

f. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

g. Indemnification of Employer

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- 1) The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- 2) The Association shall reserve the right to designate counsel to represent and defend the employer;
- 3) The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- 4) The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no

indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

8. Right to Representation

A member may request the presence of an Association representative at any meeting with the administration/Board where the member(s) believe(s) that disciplinary action may be the result of that meeting or where there is concern(s) about critical aspects of their job(s) or are relevant to the employer-employee relationship and are not routine supervisory, instructions, or directive encounters. Upon such request, said meeting shall be reasonably delayed for a period not to exceed forty-eight (48) hours until the representative is in attendance. For the purpose of this section, an "Association Representative" shall mean a building representative, an officer of the Association, or such representation as the member deems necessary consistent with Section 207, item 11.

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## ARTICLE VIII

### EMPLOYMENT PRACTICES AND COMMITTEES

#### 801 EMPLOYMENT PRACTICES

- A. The Plymouth-Shiloh Board of Education reaffirms its practice of being an equal opportunity employer and shall not discriminate against any member in terms of wages, hours, or other terms and conditions of employment on the basis of race, ancestry, religion, color, national origin, age, sex, or Association membership.
- B. The Board shall provide each unit member with a copy of his/her teaching certificate (1) upon initial employment, and (2) within thirty (30) days of the filing of a new certificate.
- C. Each bargaining unit member will be provided with a copy of the negotiated contract. The cost of printing and typing the contract will be shared equally between the Board and the Association.
  - 1. The Board will provide the Association president with two (2) copies of the Board Policy Book. Also, one (1) copy of the Board Policy Book will be available in every school building and may be examined by unit members.
- D. Newly employed unit members will be provided with information on the Plymouth-Shiloh Local School System.
- E. The patterns, practices, and procedures that pertain to wages, hours, terms and other conditions of employment of the Plymouth-Shiloh Local School District shall be applied uniformly to bargaining unit members except as may be otherwise provided for in applicable statute or elsewhere in this Agreement.

#### 802 REHIRING RETIRED TEACHERS

- A. The Board retains the right to re-employ retired teachers. However, when a request is made by a bargaining unit member considering retirement, the Superintendent shall give the individual a written answer as to whether or not he/she will be recommended as a re-employment of the district. Such indication shall be given prior to the retiree surrendering a letter of resignation.
- B. Unless agreed otherwise between the Board and the retired teacher, he/she will be hired on no more than Step 8 of the Salary Schedule, and will be considered to have no more than eight (8) years of experience for the purpose of longevity scales. The salary will reflect the most recent

education level (BA+15, MA, etc.) and will be adjusted when appropriate in accordance with the Negotiated Agreement.

- C. The limited contracts shall be one (1) year contracts, which may be renewed for one (1) year only. This provision supersedes Sections 3319.08, 3319.11, and 3319.111 of the Ohio Revised Code.
- D. He/She will lose all seniority accrued in Plymouth-Shiloh and elsewhere prior to retirement and will begin seniority at the date of hire/rehire, and will lose any previously accrued.
- E. Sick leave will accrue in accordance with the negotiated agreement, however no person hired under the policy may receive payment for sick leave/severance at the completion of his or her service with the Plymouth-Shiloh Board.
- F. All terms and conditions of employment other than those specifically mentioned herein will be put into effect as if the teacher were new to the district with eight (8) years of teaching experience in another Ohio district.
- G. Subject to these provisions, re-employed teachers who have retired are part of the bargaining unit.

### 803 COMMUNICATION COMMITTEES

- A. The following committees will be created at the beginning of each school year.
  - 1. Building Advisory Committee: In each instructional building in the district, a committee consisting of the principal, assistant principal, (if any), members to be appointed at the discretion of the Association will be created not later than September 15 of each year. This Committee will meet at least once per month during the last two weeks of the month.

Meetings will be scheduled by the principal with the consent of all members, or at the call of three or more members of the Committee. The first meeting will be in October each year. Any member of the Committee may submit items for the meeting agenda.

- 2. Insurance Committee

This Committee shall meet on an as needed basis regarding issues and problems related to fringe benefit programs. The Committee shall be composed of the individuals cited in Section 404 A. 6. herein.

- B. The purpose of the committees created in Section "A" above is to provide a vehicle for communication and discussion which will enhance the efficiency and effectiveness of operations and which will allow time for administrative action which can keep problems to a minimum. Committee discussions are not to be construed as further negotiations or as efforts to amend or expand the written agreement between the parties.
- C. In keeping with the purpose of the committees, all matters related to the operation of the district are appropriate subjects for discussion.

804 SUPPLIES

The Board shall provide basic supplies necessary to perform bargaining unit work.

Basic supplies shall include:

Pencils/pens	Construction paper
Dry Board erasers	Scissors
Glue	All forms of tape
Markers (permanent & dry erase varieties)	Staplers
Paper clips	Thumbtacks
Paper fasteners	Wall tack
Pencil sharpener	3-Hole punchers

Additionally, basic supplies shall include access to and reasonable use of the copy machine in each building for copying of classroom related materials.

Requests for items other than those listed above shall be submitted to the appropriate building administrator at the time they are needed. Disapproval shall not be arbitrary or capricious.

805 FACILITIES

- A. The Board will provide a lunchroom/lounge/workroom in each building.
- B. The Board will use reasonable efforts to provide a regular classroom for each teacher.

806 STUDENT DISCIPLINE

In the event a student is removed from a classroom in accordance with the emergency removal provisions of ORC 3313.66, an administrator shall not return the student to the classroom until the administrator has had a private discussion with the teacher who removed the student.

## 807 COMPLAINT PROCEDURE

- A. All parental/public complaints will first be conducted through administrative channels with attempts of resolution at the lowest possible level. When a complaint is made by a party concerning a teacher's conduct or other activities relating to the teacher's employment duties, the administration shall discuss the matter with the employee. The discussion shall include details of the complaint and identification of the complainant. If the matter is not resolved at this level, the administration may commence an investigation as to the authenticity of any information related to the complaint. No complaint will be placed in the personnel file of a bargaining unit member unless:
1. A conference was held including the complainant, the staff member, the principal or immediate supervisor of the staff member, and the employee's representative. The staff member shall be given at least three (3) days advance notice of the date, time, and place of the conference.
  2. In the event the administration desires to place a record of the conference held between the complainant, staff member, and immediate supervisor in the staff member's personnel file, the staff member shall be notified in writing and be given an opportunity to write a rebuttal to such record for placement in the personnel file.
- B. No parental complaint regarding a teacher will be heard or considered by the Board unless the procedure outlined above has been followed. Should the complaint not be resolved at the conclusion of the administrative complaint procedure and the complainant desires Board consideration of the complaint then the following procedure shall be implemented.
1. Complainant shall notify the superintendent in writing of his/her request for Board consideration of the complaint at a regular or special Board meeting.
  2. Notice of the Board consideration of the complaint will be given to the bargaining unit member involved by means of certified mail or hand delivery at least five (5) school days prior to the Board meeting.
  3. The complaint shall be heard by the Board in executive session. The bargaining unit member will be allowed to remain in the executive session called for purposes of Board consideration of the complaint and will be allowed to have representation in the meeting.

Upon conclusion of the hearing, the Board may, if it so desires, further consider the complaint in executive session together with its legal counsel.

4. If the resolution of the complaint by the Board is to become part of the teacher's file, the teacher shall receive a copy of the action. The teacher may attach an opinion or statement to the filed complaint within twenty (20) school days of Board action.
- C. An anonymous report or a concern raised by someone wishing to remain anonymous is recognized as nothing more than a concern. The administrator/supervisor receiving an anonymous report may choose to share the anonymous concern with the employee and the superintendent, but the administrator/supervisor shall not share the information/concern with anyone else. An anonymous concern shall not be shared with the superintendent unless it is shared with the employee if determined that the concern has merit.

Upon receipt of information from an independent source which constitutes probable cause to believe the anonymous complaint has merit, the superintendent may choose to share the concern with the Board. Such concern shall be held in confidence by all parties.

#### 808 CLASSROOM RELOCATION

The Board shall pay \$65.00 to each teacher who is required to relocate to a different classroom.

To receive above-listed compensation, an individual must complete a time card.

#### 809 HIGH SCHOOL SCHEDULE

- A. Effective with the 2015-2016 school year, the high school shall have **an** eight period day.

#### 810 CLASS SIZE

- A. Except as provided in B through E, average class size shall not exceed the number of pupils per teacher at each grade level as set forth below:

Maximum Average

K-2	25
3-5	25

- B. In the event that any class or grade level exceeds the maximum coverage, the parties will meet to decide how to best resolve such excess.

- C. In the event any class section in grades K-2 exceeds the maximum twenty-five (25) pupils, the Board will consider the employment of an aide.
- D. In the event the class size average for any grade level in K-2 exceeds twenty-eight (28) pupils, the Board will consider hiring an additional teacher.
- E. In the event the class size average for any grade level in 3-5 exceeds twenty-five (25), the Board will consider hiring an aide for the impacted grade level.
- F. In the event the class size average for any grade level in 3-5 exceeds twenty-eight (28) pupils, the Board will consider hiring an additional teacher for the impacted grade level.

811 PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

B. Term of Office

Except as specified below for initial appointments, the term of office for members serving on the committee shall be three years. The terms shall be staggered.

Commencing 7-1-2000, all terms shall be three years.

C. Committee Composition and Selection – is stated in the LPDC handbook in.

1. The Committee shall comprise six members as follows:

Five teachers (including one special education teacher)  
Superintendent

2. The five teacher members shall be appointed by the Association.

3. In the event of an in-term vacancy, the Committee member shall be replaced in accordance with 2 above.

D. Decision Making

Decisions shall be made by majority vote of the Committee members present and voting so long as a quorum is present. A quorum shall consist of four (4) Committee members.

E. Training

1. Members of the LPDC shall be afforded the opportunity to attend training on the LPDC purpose, responsibilities, functioning, legal requirements, and requisite skills.
2. If the available training is during work hours, the Committee members shall be given paid release time to attend. If the training occurs outside the regular workday or work year, teacher members shall be paid \$20.00 per hour for each hour involved.
3. LPDC members shall be reimbursed for all expenses in accordance with Section 402 C.
4. LPDC training for Committee members shall constitute appropriate "equivalent activities" for purposes of the Committee members' own individual development plans if they so decide by majority vote.

F. Meetings and Compensation

1. The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 10 each year, the Committee shall post in each building their meeting schedule. Additional meetings may be scheduled as necessary at the call of the chairperson.
2. Committee members shall be paid \$20.00 per hour for committee work performed outside the regular workday or work year.

G. Appeals Process -- The Appeals Process appears in the LPDC handbook.

###

## ARTICLE IX

### HEALTH AND SAFETY

A. Maintenance of Health and Safety

The employer shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or are likely to cause serious physical harm to employees. In order to ensure that members understand their individual roles in the health and safety in the buildings, periodic training shall be required as determined by the superintendent to remain in compliance with various state and federal laws. Failure to comply with applicable training guidelines may result in disciplinary procedures.

B. Health Supplies

The employer shall ensure that there is reasonable access to adequate first aid kit(s) at each work site, which shall be maintained at designated locations.

The employer shall provide at every work site an adequate supply of disposable rubber gloves.

C. No Reprisals

There shall be no reprisals, restraints, interference, coercion, or discrimination against an employee for filing a report of an unsafe or unhealthy condition, for refusing to work under conditions that the public employee reasonably believes presents an imminent danger, or for any other participation in the health and safety program.

###

## ARTICLE X

### EFFECTS AND DURATION OF CONTRACT

#### 1001 EFFECTS OF CONTRACT

- A. The terms and conditions of this Contract shall be effective from July 1, 2015 through June 30, 2018.
- B. The terms and conditions as set forth in this Contract indicates the understanding that exists between the parties to this Contract; however, it is further agreed that nothing contained in said Contract should be interpreted to deny the Association or the staff members of any rights, benefits, privileges, etc., that might be forthcoming as the result of laws of the State of Ohio and any legal precedence of such laws unless an included provision has been expressly composed to alter a provision of law in accordance with ORC 4117.

#### 1002 COPIES OF THE CONTRACT

Within thirty (30) days after this Contract is signed by both parties, it shall be distributed to each member of the bargaining unit. Any amendments to this Agreement adopted during its term shall be distributed in the same manner.

#### 1003 PERSONNEL POLICIES AND PRACTICES

The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Contract. Should there be a conflict between this Contract and any such policy or practice, then the terms of this Contract shall prevail.

#### 1004 SEVERABILITY

If any provision of this Contract or any application of this Contract to any member or group of members shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting, but all other provisions or applications shall continue in full force and effect. The Contract itself will remain in full force and effect for its duration; however, the parties will meet within ten (10) days for the purpose of renegotiating only the provision(s) found to be contrary to law. It is understood and agreed that this provision shall only apply to final court decisions construing this Agreement and not a court decision construing language of a negotiated agreement between another school district and employee's association.

1001 TERM OF CONTRACT

The articles of this Contract shall become effective at 12:01 a.m., July 1, 2015, following the ratification by both parties and the written execution thereof. This Agreement is made and executed into at Plymouth, Ohio, on this 20<sup>th</sup> day of April, 2015, by and between the Board and the Association.

FOR THE PLYMOUTH-SHILOH LOCAL BOARD OF EDUCATION

By Thomas Amick  
Board President

Date 8-17-15

By Dr. James Metcalf  
Superintendent

Date 4/20/15

By Blenda Schramberger  
Treasurer

Date 4/20/15

FOR THE PLYMOUTH EDUCATION ASSOCIATION

By Maria Reynolds  
President

Date 8-18-15

By Jim Best  
Negotiations Chair

Date 8-18-15

By Linda Repko  
OEA Consultant

Date 4/20/2015

###

Appendix A  
Absence Leave Form

Name \_\_\_\_\_ Date \_\_\_\_\_

Social Security # \_\_\_\_\_ Building \_\_\_\_\_

A.M.

A.M.

I certified or request leave beginning P.M. \_\_\_\_\_ and ending P.M. \_\_\_\_\_  
Month Day Year Month Day Year

Total Days Absent \_\_\_\_\_

PLEASE CHECK REASON REQUESTED:

- \_\_\_\_\_ Sick Leave (Indicate reason[s] requested for the use of sick leave.)
- \_\_\_\_\_ Personal Illness (includes medical, dental, or optical appointment[s])
- \_\_\_\_\_ Injury – Were you injured while working? \_\_\_\_\_ Yes \_\_\_\_\_ No
- \_\_\_\_\_ Illness or injury in immediate family
- \_\_\_\_\_ Pregnancy
- \_\_\_\_\_ Exposure to contagious disease
- \_\_\_\_\_ Bereavement \_\_\_\_\_

To be submitted during the first workday after the conclusion of the use of sick leave.

\*To be completed when medical attention is required. Date(s) consulted \_\_\_\_\_

Name of Attending Physician \_\_\_\_\_

Address of Physician \_\_\_\_\_

\_\_\_\_\_ \*FAMILY MEDICAL LEAVE ACT

\_\_\_\_\_ \*PERSONAL LEAVE (Principal's signature indicates he/she has seen request.)

\_\_\_\_\_ \*PROFESSIONAL LEAVE Name of Meeting or Seminar \_\_\_\_\_  
To be held in \_\_\_\_\_  
The expense (including mileage) will be approximately \$ \_\_\_\_\_

\_\_\_\_\_ \*JURY DUTY/COURT DUTY (A copy of the summons or jury duty notice should be attached. Please give your immediate supervisor as much notice as possible, preferably at least 24 hours preceding the start of the leave.)

\_\_\_\_\_ \*ASSOCIATION LEAVE (Distribution of copies: Applicant, Association President, Treasurer, Superintendent, Principal.)

\_\_\_\_\_ Date \_\_\_\_\_  
Association President Signature

\_\_\_\_\_ \*ASSAULT LEAVE (Assault leave has been taken in accordance with Section 305 of the Agreement between the Plymouth-Shiloh Local Board of Education and the Plymouth Education Association.)

\_\_\_\_\_ \*VACATION (Classified and Administrators only)

\_\_\_\_\_ \*LEAVE WITHOUT PAY – Explain  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that leave was/or will be taken for the reason(s) indicated.

\_\_\_\_\_  
Signature of Member Date Signature of Principal Date

\*Superintendent's signature is required.

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

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



PLYMOUTH-SHILOH LOCAL SCHOOLS  
Plymouth, Ohio  
REQUEST FOR SEVERANCE PAYMENT

Name \_\_\_\_\_ Date \_\_\_\_\_

Building or Department \_\_\_\_\_

I hereby certify that my employment with the Plymouth-Shiloh Local Schools was terminated effective \_\_\_\_\_ for the purpose of retirement.  
Month Day Year

Not desiring to have my accumulated sick leave transferred to another public agency in Ohio, I hereby request severance pay payment under Section 402 (D) of the Board-Association Negotiated Agreement.

Severance pay will be granted at the appropriate rate of the member's accumulated but unused sick leave in accordance with Section 402 (D) of the Agreement.

Payment shall be made the first payroll period after the Board receives (and acknowledges through Board action) proof of an individual's Request for Severance Payment form (Appendix C of the Professional Negotiations Agreement). Such acceptance shall be conditional based upon its receipt of proof of acceptance into the retirement system.

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature – Superintendent

\_\_\_\_\_  
Date

Request Approved \_\_\_\_\_  
Signature of Treasurer for the  
Board of Education

\_\_\_\_\_  
Date

To be completed upon receipt of severance check.

I certify that all eligibility criteria outlined in Section 402 (D) have been met.

\_\_\_\_\_  
Signature – Member

\_\_\_\_\_  
Date

PLYMOUTH-SHILOH LOCAL SCHOOLS  
Plymouth, Ohio

APPLICATION FOR SABBATICAL LEAVE  
APPLICATION FOR PAID EDUCATIONAL LEAVE

Name \_\_\_\_\_ Date \_\_\_\_\_

School/Department \_\_\_\_\_

BACKGROUND:

A. Number of consecutive years in Plymouth-Shiloh Schools \_\_\_\_\_

B. College degree or degrees held \_\_\_\_\_

C. Length of requested leave \_\_\_\_\_  
one or two semesters

D. Date requested leave starts \_\_\_\_\_  
Month Day Year

E. Date requested leave ends \_\_\_\_\_  
Month Day Year

PLANS:

A. Educational \_\_\_\_\_ Professional \_\_\_\_\_ Other \_\_\_\_\_

B. Please attach detailed outline of plans for leave.

\_\_\_\_\_  
Applicant Signature Date

\_\_\_\_ Approved \_\_\_\_ Disapproved \_\_\_\_\_  
Superintendent or Designee Date

\_\_\_\_ Approved \_\_\_\_ Disapproved \_\_\_\_\_  
Treasurer for the Board of Education Date

Copies: Applicant  
Principal  
Superintendent  
Treasurer

PLYMOUTH EDUCATION ASSOCIATION  
GRIEVANCE PROCEDURE FORM

Form A – Complaint by the AGGRIEVED

Please type or print.

Aggrieved Person \_\_\_\_\_ Date of Formal Presentation \_\_\_\_\_

Home Address of Aggrieved Person \_\_\_\_\_ Phone \_\_\_\_\_

School \_\_\_\_\_ Principal \_\_\_\_\_

Years in School System \_\_\_\_\_ Subject or Grade \_\_\_\_\_

Name of Association Representative \_\_\_\_\_

STATEMENT OF GRIEVANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACTION REQUESTED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Aggrieved

PLYMOUTH EDUCATION ASSOCIATION

Form B – GRIEVANCE PROCEDURE

DECISION ON GRIEVANCE

(To be completed by Principal, Administrator, or Board of Education President, or Grievance Committee Chairperson at any level of the grievance procedure deemed appropriate.)

Aggrieved Person \_\_\_\_\_ Date of Formal Grievance Presentation \_\_\_\_\_

School \_\_\_\_\_ Discussion in presence of:

- \_\_\_\_\_ Principal
- \_\_\_\_\_ Administrator
- \_\_\_\_\_ Board President
- \_\_\_\_\_ Grievance Committee Chairperson

DECISION:

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Date of Decision \_\_\_\_\_

\_\_\_\_\_  
Signature of person rendering decision

AGGRIEVED PERSON'S RESPONSE:

\_\_\_\_\_ I accept the above decision.

\_\_\_\_\_ I do not accept the above decision and hereby request that the grievance be carried to the next step in the procedure.

\_\_\_\_\_  
Date of Response

\_\_\_\_\_  
Signature of Aggrieved

EDUCATIONAL MEDIA SPECIALIST  
PROFESSIONAL PERFORMANCE EVALUATION

Name \_\_\_\_\_ Date \_\_\_\_\_

Building \_\_\_\_\_ Time \_\_\_\_\_

Evaluation Scale: 1. Very Good 2. Good 3. Satisfactory 4. Marginal 5. Unsatisfactory

A	EMS	Education Media Specialist Performance
_____	_____	1. Media center is organized for easy use.
_____	_____	2. Materials are displayed in an attractive way.
_____	_____	3. Students are encouraged to use library.
_____	_____	4. Media specialist cooperates with teachers in setting up special reserved sections for assignments.
_____	_____	5. Media center helpers are instructed and supervised in their work.
_____	_____	6. Media center is kept organized to permit free flow of materials use.
_____	_____	7. Instruction in media center usage is a part of the program.
_____	_____	8. There is a good relationship between the media center specialist and those making use of the media center.
_____	_____	9. Other _____

A	EMS	Education Media Center Management
_____	_____	1. Helpers know their jobs.
_____	_____	2. Students know rules.
_____	_____	3. Media center is used effectively.
_____	_____	4. Materials are properly shelved when returned.

A     EMS                    Education Media Center Management continued

\_\_\_\_\_    \_\_\_\_\_                    5.     Funds are wisely used.

\_\_\_\_\_    \_\_\_\_\_                    6.     Magazines and periodicals are displayed.

A     EMS                    Professional Qualities

\_\_\_\_\_    \_\_\_\_\_                    1.     Is punctual.

\_\_\_\_\_    \_\_\_\_\_                    2.     Cooperates with staff.

\_\_\_\_\_    \_\_\_\_\_                    3.     Cooperates with administration.

\_\_\_\_\_    \_\_\_\_\_                    4.     Records and reports are kept up-to-date.

\_\_\_\_\_    \_\_\_\_\_                    5.     Knows and follows school board policies and procedures.

\_\_\_\_\_    \_\_\_\_\_                    6.     Knows and follows administrative policies, building regulations,  
and supplemental contract policies.

\_\_\_\_\_    \_\_\_\_\_                    7.     Works cooperatively with parents.

\_\_\_\_\_    \_\_\_\_\_                    8.     Fosters good school-community relations.

A     EMS                    Personal Qualities

\_\_\_\_\_    \_\_\_\_\_                    1.     Personal appearance is conducive to the educational process.

\_\_\_\_\_    \_\_\_\_\_                    2.     Displays positive attitude toward school environment.

\_\_\_\_\_    \_\_\_\_\_                    3.     Demonstrates effective written and oral communication.

PLYMOUTH-SHILOH LOCAL SCHOOLS  
 HEAD COACH PERFORMANCE EVALUATION

Name \_\_\_\_\_ Date \_\_\_\_\_

Sport/Level \_\_\_\_\_

Evaluation Scale: 1. Very Good 2. Good 3. Satisfactory 4. Marginal 5. Unsatisfactory

AD	HC	Professional & Personal Relationships:
_____	_____	1. Knows and follows Athletic Philosophy & Policy Handbook.
_____	_____	2. Cooperation with administrators.
_____	_____	3. Cooperation with the athletic director regarding information pertaining to the sport assignment.
_____	_____	4. Attendance at coaches meetings.
_____	_____	5. Conduct toward officials, players and other coaches during athletic contests.
_____	_____	6. Oversees and works with the coaching staff of the sport.
_____	_____	7. Cooperates with staff.
_____	_____	8. Keeps athletic director and administrator(s) informed of problem areas.

AD	HC	Coaching Performance and Duties:
_____	_____	1. Knowledge of the sport.
_____	_____	2. Organization of practices – times, drills, etc.
_____	_____	3. Methods utilized in coaching.
_____	_____	4. Supervision of the locker room.

AD	HC	Coaching Performance and Duties continued:
_____	_____	5. Sets an example in sportsmanship and ethics.
_____	_____	6. Maintains inventory of the equipment.
_____	_____	7. Care of the equipment.
_____	_____	8. Supervision of managers, statisticians, and trainer.
_____	_____	9. Knowledge of the rules of the sport.
_____	_____	10. Record keeping.

AD	HC	Public Relations:
_____	_____	1. Cooperation with the news media regarding statistics, scores, and conference statistics.
_____	_____	2. Professional relationship with the Athletic Boosters.
_____	_____	3. Conducts preseason parent meeting.

PLYMOUTH-SHILOH LOCAL SCHOOLS  
ASSISTANT AND/OR MIDDLE SCHOOL COACHES  
PERFORMANCE EVALUATION

Name \_\_\_\_\_ Date \_\_\_\_\_

Sport/Level \_\_\_\_\_

Evaluation Scale: 1. Very Good 2. Good 3. Satisfactory 4. Marginal 5. Unsatisfactory

AD	AC	Professional & Personal Relationships:
_____	_____	1. Provides good leadership by example.
_____	_____	2. Cooperates with other coaches and school personnel.
_____	_____	3. Enforces all rules of the athletic department as set forth in the athletic handbook.
_____	_____	4. Keeps head coach informed of problem areas in program.
_____	_____	5. Attends appropriate meetings and contributes ideas for improving athletic programs.

AD	AC	Coaching Performance:
_____	_____	1. Supervision of athletes at applicable times.
_____	_____	2. Follows practice schedule.
_____	_____	3. Timely submission of all forms, rosters, etc.
_____	_____	4. Assists in conducting off-season conditioning program.
_____	_____	5. Maintains active interest in athletes' classroom performance and off-season activities.

Appendix H

PLYMOUTH TEACHERS SALARY INDEX  
EFFECTIVE JULY 1, 2013

	BA	BA+15	BA+30	MA	MA+15	MA+30
Step 0	1.0000	1.0400	1.0800	1.1230	1.1660	1.2090
Step 1	1.0200	1.0600	1.1000	1.1430	1.1860	1.2290
Step 2	1.0433	1.0840	1.1240	1.1691	1.2124	1.2557
Step 3	1.0866	1.1280	1.1680	1.2152	1.2588	1.3024
Step 4	1.1299	1.1720	1.2120	1.2613	1.3052	1.3491
Step 5	1.1732	1.2160	1.2560	1.3074	1.3516	1.3958
Step 6	1.2165	1.2600	1.3000	1.3535	1.3980	1.4425
Step 7	1.2598	1.3040	1.3440	1.3996	1.4444	1.4892
Step 8	1.3031	1.3480	1.3880	1.4457	1.4908	1.5359
Step 9	1.3464	1.3920	1.4320	1.4918	1.5372	1.5826
Step 10	1.3897	1.4360	1.4760	1.5379	1.5836	1.6293
Step 11	1.4330	1.4800	1.5200	1.5840	1.6300	1.6760
Step 12	1.4763	1.5240	1.5640	1.6301	1.6764	1.7227
Step 13	1.5196	1.5680	1.6080	1.6762	1.7228	1.7694
Step 14	1.5629	1.6120	1.6520	1.7223	1.7692	1.8161
Step 15	1.5629	1.6560	1.6960	1.7684	1.8156	1.8628
Step 16	1.5629	1.6560	1.6960	1.8145	1.8620	1.9095
Step 19	1.6380	1.7300	1.7700	1.8900	1.9400	1.9900
Step 22	1.6800	1.7840	1.8200	1.9400	1.9900	2.0400

PLYMOUTH-SHILOH TEACHERS SALARY SCHEDULE  
EFFECTIVE JULY 1, 2015

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>0</b>	31,299	32,551	33,803	35,149	36,495	37,840
<b>1</b>	31,925	33,177	34,429	35,775	37,121	38,466
<b>2</b>	32,654	33,928	35,180	36,592	37,947	38,363
<b>3</b>	34,009	35,305	36,557	38,035	39,399	40,764
<b>4</b>	35,365	36,682	37,934	39,477	40,851	42,225
<b>5</b>	36,720	38,060	39,312	40,920	42,304	43,687
<b>6</b>	38,075	39,437	40,689	42,363	43,756	45,149
<b>7</b>	39,430	40,814	42,066	43,806	45,208	46,610
<b>8</b>	40,786	42,191	43,443	45,249	46,661	48,072
<b>9</b>	42,141	43,568	44,820	46,692	48,113	49,534
<b>10</b>	43,496	44,945	46,197	48,135	49,565	50,995
<b>11</b>	44,851	46,323	47,574	49,578	51,017	52,457
<b>12</b>	46,207	47,700	48,952	51,020	52,470	53,919
<b>13</b>	47,562	49,077	50,329	52,463	53,922	55,380
<b>14</b>	48,917	50,454	51,706	53,906	55,374	56,842
<b>15</b>	48,917	51,831	53,083	55,349	56,826	58,304
<b>16</b>	48,917	51,831	53,083	56,792	58,279	59,765
<b>19</b>	51,268	54,147	55,399	59,155	60,720	62,285
<b>22</b>	52,582	55,837	56,964	60,720	62,285	63,850

PLYMOUTH-SHILOH TEACHERS SALARY SCHEDULE  
EFFECTIVE JULY 1, 2016

<b>Step</b>	<b>BA</b>	<b>BA+ 15</b>	<b>BA+ 30</b>	<b>MA</b>	<b>MA+ 15</b>	<b>MA+ 30</b>
<b>0</b>	31,925	33,202	34,479	35,852	37,225	38,597
<b>1</b>	32,564	33,841	35,118	36,490	37,863	39,236
<b>2</b>	33,307	34,607	35,884	37,324	38,706	39,130
<b>3</b>	34,690	36,011	37,288	38,795	40,187	41,579
<b>4</b>	36,072	37,416	38,693	40,267	41,669	43,070
<b>5</b>	37,454	38,821	40,098	41,739	43,150	44,561
<b>6</b>	38,837	40,226	41,503	43,210	44,631	46,052
<b>7</b>	40,219	41,630	42,907	44,682	46,112	47,543
<b>8</b>	41,601	43,035	44,312	46,154	47,594	49,034
<b>9</b>	42,984	44,440	45,717	47,626	49,075	50,525
<b>10</b>	44,366	45,844	47,121	49,097	50,556	52,015
<b>11</b>	45,749	47,249	48,526	50,569	52,038	53,506
<b>12</b>	47,131	48,654	49,931	52,041	53,519	54,997
<b>13</b>	48,513	50,058	51,335	53,513	55,000	56,488
<b>14</b>	49,896	51,463	52,740	54,984	56,482	57,979
<b>15</b>	49,896	52,868	54,145	56,456	57,963	59,470
<b>16</b>	49,896	52,868	54,145	57,928	59,444	60,961
<b>19</b>	52,293	55,230	56,507	60,338	61,935	63,531
<b>22</b>	53,634	56,954	58,104	61,935	63,531	65,127

PLYMOUTH-SHILOH TEACHERS SALARY SCHEDULE  
EFFECTIVE JULY 1, 2017

<b>Step</b>	<b>BA</b>	<b>BA+ 15</b>	<b>BA+ 30</b>	<b>MA</b>	<b>MA+ 15</b>	<b>MA+ 30</b>
<b>0</b>	32,564	33,867	35,169	36,569	37,970	39,370
<b>1</b>	33,215	34,518	35,820	37,221	38,621	40,021
<b>2</b>	33,974	35,299	36,602	38,071	39,481	39,914
<b>3</b>	35,384	36,732	38,035	39,572	40,992	42,411
<b>4</b>	36,794	38,165	39,468	41,073	42,503	43,932
<b>5</b>	38,204	39,598	40,900	42,574	44,014	45,453
<b>6</b>	39,614	41,031	42,333	44,075	45,524	46,974
<b>7</b>	41,024	42,463	43,766	45,577	47,035	48,494
<b>8</b>	42,434	43,896	45,199	47,078	48,546	50,015
<b>9</b>	43,844	45,329	46,632	48,579	50,057	51,536
<b>10</b>	45,254	46,762	48,064	50,080	51,568	53,057
<b>11</b>	46,664	48,195	49,497	51,581	53,079	54,577
<b>12</b>	48,074	49,628	50,930	53,083	54,590	56,098
<b>13</b>	49,484	51,060	52,363	54,584	56,101	57,619
<b>14</b>	50,894	52,493	53,796	56,085	57,612	59,139
<b>15</b>	50,894	53,926	55,229	57,586	59,123	60,660
<b>16</b>	50,894	53,926	55,229	59,087	60,634	62,181
<b>19</b>	53,340	56,336	57,638	61,546	63,174	64,802
<b>22</b>	54,708	58,094	59,266	63,174	64,802	66,431

TRANSFER REQUEST FORM

I, \_\_\_\_\_, hereby apply for:  
(Name)

1. The posted position opening of \_\_\_\_\_.  
(position)

OR

2. A change of assignment as indicated:

\_\_\_\_\_ Change of building  
(Requested building: \_\_\_\_\_)

\_\_\_\_\_ Change of year/level  
(Requested year/level: \_\_\_\_\_)

\_\_\_\_\_ Change of subject area  
(Requested subject area: \_\_\_\_\_)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

(NOTE: A. Position opening applications must be received or postmarked within 10 school days of date of posting.

B. Change of assignment requests must be submitted to Superintendent by April 15.)



**Plymouth Shiloh Shiloh Local Schools  
Traditional Dental**



<b>Benefits</b>	
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>
Dependent Age Limit	23
Benefit Period Maximum (per member)	\$1,500
Benefit Period Deductible (Single/Family)	\$25/\$50
Orthodontic Lifetime Maximum (per eligible dependent up to age 23)	\$1,000
<b>Preventive Services</b>	
Oral Exams – two per benefit period	100%
Bite Wing X-Rays – two sets per benefit period	100%
Prophylaxis (cleaning) – two per benefit period	100%
Fluoride Treatment – one treatment per benefit period, limited to dependents up to age 19	100%
Space Maintainers- limited to eligible dependents up to age 19	100%
Emergency Palliative Treatment – includes emergency oral exam	100%
<b>Essential Services</b>	
Consultations and Other Exams by Specialist	80% after deductible
Diagnostic X-Rays – including Full Mouth/Panorex, which are limited to one every 36 consecutive months	80% after deductible
Minor Restorative Services	80% after deductible
Endodontics/Pulp Services	80% after deductible
Periodontal Services	80% after deductible
Repairs, Relines & Adjustments of Prosthetics	80% after deductible
Simple Extractions	80% after deductible
Impactions	80% after deductible
Minor Oral Surgery Services	80% after deductible
General Anesthesia	80% after deductible
<b>Complex Services</b>	
Gold Foil Restoration	50% after deductible
Inlays, Onlays – one every five years	50% after deductible
Crowns – one every five years	50% after deductible
Bridgework (Pontics & Abutments) – one every five years	50% after deductible
Partial and Complete Dentures – one every five years	50% after deductible

<b>Benefits</b>	
<b>Orthodontic Services</b>	
Orthodontic Diagnostic Services	50%
Minor Treatment for Tooth Guidance	50%
Minor Treatment for Harmful Habits	50%
Interceptive Orthodontic Treatment	50%
Comprehensive Orthodontic Treatment	50%

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.

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3-month carryover applies.

5/2005

Benefits	Network	Non-Network
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26/28 Removal on Birthdate	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	\$2,500,000	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$250 / \$750	\$500 / \$1,500
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,000 / \$2,000	\$2,000 / \$4,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	\$15 copay, then 100%	70% after deductible
Urgent Care Office Visit	90% after deductible	70% after deductible
Standard Immunizations	90% after deductible	70% after deductible
<b>Preventative Services</b>		
Routine Physical Exam including routine EKG, Chest X-Ray, Complete Blood Count, Urinalysis, Comprehensive Metabolic Panel, Blood Occult and Cancer Antigen 125 (CA 125) – One each per benefit period	100%	70% not subject to deductible <sup>4</sup>
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)	100%	70% not subject to deductible <sup>4</sup>
Routine Mammogram (One per benefit period)	100%	70% not subject to deductible <sup>4</sup>
Routine Pap Test (One per benefit period)	100%	70% not subject to deductible <sup>4</sup>
Routine Prostate Specific Antigen (PSA) – (Routine and Medically Necessary)	100%	70% not subject to deductible <sup>4</sup>
Routine Endoscopic Services	100%	70% not subject to deductible
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy and Occupational Therapy - Facility and Professional (40 combined visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room <sup>3</sup>	90% not subject to deductible	
Non-Emergency use of an Emergency Room <sup>3</sup>	90% not subject to deductible	70% after deductible

<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	70% after deductible
<b>Additional Services</b>		
Education and Training Services	90% after deductible	70% after deductible
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare (100 visits per benefit period)	90% after deductible	70% after deductible
Hospice (180 days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
<b>Mental Health and Substance Abuse – Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	<b>Benefits paid are based on corresponding medical benefits</b>	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible expenses incurred for services by a network provider will only apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible out-of-pocket limits.

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

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.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>The emergency room charge is not subject to the deductible. All other covered charges are subject to deductible and coinsurance.

<sup>4</sup>Not applied to Coinsurance Out-of-Pocket Maximum.

APPENDIX L



**Plymouth Shiloh Local Schools  
SuperMed® Script<sup>1</sup>  
Prescription Drug Program  
(Grandfathered)**

Benefits	Copay	Day Supply
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	Same as Medical	
<b>SuperMed Script Retail Program with Oral Contraceptive Coverage – for the initial filling and up to two refills of a prescription drug</b>		
Generic Copayment	\$10	30
Formulary Copayment	\$25	30
Non-Formulary Copayment	\$40	30
Drugs over \$600	20% up to \$100, (then covered 100%)	30
<b>SuperMed Script Retail Program with Oral Contraceptive Coverage – after the third retail fill of a prescription drug</b>		
Generic Copayment	\$25	30
Formulary Copayment	\$62.50	30
Non-Formulary Copayment	\$100	30
Drugs over \$600	20% up to \$250 (then covered 100%)	30
<b>SuperMed Script Home Delivery Program with Oral Contraceptive Coverage</b>		
Generic Copayment	\$25	90
Formulary Copayment	\$62.50	90
Non-Formulary Copayment	\$100	90
Drugs over \$1,800	20% up to \$250, (then covered 100%)	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

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.

<sup>1</sup>SuperMed Script contains the following:

- Rx Selections® Drug List: A list of drugs on the Rx Selections® formulary will be used.
- Generic Incentive: If the member or physician requests a brand-name drug and a generic equivalent exists, the member pays the generic copayment PLUS the difference between the cost of the generic drug and the brand-name drug.
- Home Delivery Incentive: When a member chooses to fill a prescription a fourth time at a retail pharmacy within 180 days, the member will pay twice the normal retail copayment.

Revised 050111



## Your Vision Benefits Summary

Get the best in eyecare and eyewear with PLYMOUTH SHILOH LOCAL SCHOOL DISTRICT and VSP® Vision Care.

### Using your VSP benefit is easy.

- **Register at vsp.com.**  
Once your plan is effective, review your benefit information.
- **Find an eyecare provider who's right for you.**  
The decision is yours to make—choose a VSP provider or any out-of-network provider. To find a VSP provider, visit [vsp.com](http://vsp.com) or call 800.877.7195.
- **At your appointment, tell them you have VSR.** There's no ID card necessary; if you'd like a card as a reference, you can print one on [vsp.com](http://vsp.com).

**That's It! We'll handle the rest**—there are no claim forms to complete when you see a VSP provider.

### Best EyeCare

You'll get the highest level of care, including a WellVision Exam®—the most comprehensive exam designed to detect eye and health conditions. Plus, when you see a VSP provider, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

### Choice in Eyewear

From classic styles to the latest designer frames, you'll find hundreds of options. Choose from featured frame brands like Anne Klein, bebe®, Calvin Klein, Flexor®, Lacoste, Nike, Nine West, and more! Visit [vsp.com](http://vsp.com) to find a VSP provider who carries these brands.

### Plan Information

VSP Provider Network: VSP Choice

Benefit	Description	Copay	
<b>Your Coverage with a VSP Provider</b>			
WellVision Exam	<ul style="list-style-type: none"> <li>• Focuses on your eyes and overall wellness</li> <li>• Every calendar year</li> </ul>	\$10 for exam and glasses	
<b>Prescription Glasses</b>			
Frame	<ul style="list-style-type: none"> <li>• \$130 allowance for a wide selection of frames</li> <li>• \$150 allowance for featured frame brands</li> <li>• 20% savings on the amount over your allowance</li> <li>• Every other calendar year</li> </ul>	Combined with exam	
Lenses	<ul style="list-style-type: none"> <li>• Single vision, lined bifocal, and lined bifocal lenses</li> <li>• Polycarbonate lenses for dependent children</li> <li>• Every calendar year</li> </ul>	Combined with exam	
Lens Enhancements	<ul style="list-style-type: none"> <li>• Standard progressive lenses</li> <li>• Premium progressive lenses</li> <li>• Custom progressive lenses</li> <li>• Average savings of 20-25% on other lens enhancements</li> </ul>	\$55 \$85 - \$105 \$50 - \$75	
Contacts (instead of glasses)	<ul style="list-style-type: none"> <li>• \$130 allowance for contacts; copay does not apply</li> <li>• Contact lens exam (fitting and evaluation)</li> <li>• Every calendar year</li> </ul>	Up to \$80	
<b>Glasses and Sunglasses</b>			
Extra Savings	<ul style="list-style-type: none"> <li>• Extra \$20 to spend on featured frame brands. Go to <a href="http://vsp.com">vsp.com</a> for special offers for details.</li> <li>• 20% savings on additional glasses and sunglasses, including lens enhancements, from any VSP provider within 12 months of your last WellVision Exam.</li> </ul>		
	<p><b>Routine Screening</b></p> <ul style="list-style-type: none"> <li>• No more than a \$39 copay on routine routine screening as an enhancement to a WellVision Exam</li> </ul> <p><b>Laser Vision Correction</b></p> <ul style="list-style-type: none"> <li>• Average 3% off the regular price or 5% off the promotional price; discounts only available from contracted facilities</li> </ul>		
<b>Your Coverage with Out-of-Network Providers</b>			
Visit <a href="http://vsp.com">vsp.com</a> for details, if you plan to see a provider other than a VSP network provider.			
Exam.....	up to \$45	Lined Bifocal Lenses.....	up to \$85
Premium.....	up to \$70	Progressive Lenses.....	up to \$50
Single Vision Lenses.....	up to \$30	Contacts.....	up to \$105
Lined Bifocal Lenses.....	up to \$50		
<small>VSP guarantees coverage from VSP network providers only. Coverage information is subject to change to the extent of a conflict between this information and your plan document or contract. Visit the label on the product for details. Based on applicable laws, regulations and any applicable restrictions.</small>			

Visit [vsp.com](http://vsp.com) or call 800.877.7195 for more details on your vision coverage and exclusive savings and promotions for VSP members.

Special Promotion subject to change. ©2014 Vision Service Plan. All rights reserved. VSP/VSP is also used for life and health insurance contracts administered by Vision Service Plan. There is no affiliation between Vision Service Plan and other brands or trademarks or registered trademarks of such respective owners.

EXTENDED SERVICE DAYS

The Plymouth-Shiloh Local Board of Education and the Plymouth Education Association recognize that there are certain matters that are necessary for clarification when the Board hires a teacher who has Extended service days. Therefore the Parties agree that the following terms and conditions shall apply:

1. The limited contracts shall be one (1) year contracts, which may be renewed for one (1) year only. This provision supersedes Sections 3319.08, 3319.11, and 3319.111 of the Ohio Revised Code.

This Memorandum of Understanding is entered into by Plymouth Education Association, OEA/NEA, and the Plymouth-Shiloh Local Board of Education on this 5<sup>th</sup> day of January, 2011.

s/ James Metcalf \_\_\_\_\_  
For The Board

s/Aaron Weltlin \_\_\_\_\_  
For The Association

**07/05/2011** \_\_\_\_\_

**07/05/2011** \_\_\_\_\_