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AGREEMENT

of the

PERRY CLASSROOM
TEACHERS' ASSOCIATION

and the

PERRY LOCAL SCHOOLS
BOARD OF EDUCATION
(Stark County, Ohio)

for

June 30, 2015 – June 30, 2018

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ARTICLE I – RECOGNITION

Recognition/Instructional Staff - The Perry Local Board of Education, hereinafter the "Board", hereby recognizes the Perry Classroom Teachers' Association/OEA/NEA, hereinafter the "ASSOCIATION", as the sole and exclusive representative for all certificated, non-supervisory personnel, both full and part-time including Individual/Small Group Instructors (tutors), Title/Project funded instructors; employed under contract, or on leave; except substitutes, those hired on a per diem basis and the Athletic Director and those employees excluded under ORC 417.01 (c) 1-14 (<http://codes.ohio.gov/orc/417.01>).

ARTICLE II – SCOPE OF BARGAINING

The scope of negotiations shall be all matters pertaining to wages, hours, or terms and conditions of employment, and the continuation, modification, or deletion of existing provisions of the Negotiated Agreement.

ARTICLE III – NEGOTIATIONS PROCEDURE

A. Initiating Negotiations

If either of the parties desires to negotiate, it shall notify the other party in writing and begin negotiations on a mutually agreed upon date, said date shall not be later than March 1 in the year of contract expiration. Upon receipt of a written request for the opening of negotiations, the Board or the Association shall issue a Notice to Negotiate to the State Employment Relations Board (SERB) and the other party in accordance with ORC 4117.14 (<http://codes.ohio.gov/orc/4117.14>).

B. Ground Rules

The following ground rules shall be in effect unless modifications are agreed upon by both parties:

1. At any negotiation session, either party may be represented by no more than five representatives and up to one consultant.
2. Before each negotiation session adjourns, the time and place for the next session shall be mutually agreed upon by the chief negotiators. Meetings shall be in executive session.
3. Prior to and during negotiations, the parties agree to furnish, upon written request and in a reasonable time, available information as will assist the parties in the development and evaluations of proposals.
4. Either team may call a caucus at any time.
5. As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by a representative of each party. No item so initialed shall be considered final until agreement has been reached on the entire package.

C. Dispute Resolution

1. If, after 45 calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations and dispute resolution. If either party calls for FMCS involvement, the other party shall join in a joint request.

2. In the event that all attempts to reach agreement through mediation have failed and the parties are unable to reach agreement within 15 days prior to the expiration of the existing Agreement or any extension thereof, then the Association shall have the right to proceed in accordance with ORC 4117 (<http://codes.ohio.gov/orc/4117>) to give notice of its right to strike and to exercise that right.

D. Agreement

When final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Association for ratification. Following ratification by the Association, the Agreement shall be submitted to the Board for adoption. Upon adoption by the Board, the Agreement shall be signed by both parties. Both teams shall recommend and urge approval.

E. Printing of Agreement

The parties agree that the contract shall be printed within 90 days of the conclusion of negotiations or within 30 days if negotiations continue beyond the start date of the successor agreement.

ARTICLE IV – ANNUITY PROGRAM

- A. The Board will match a minimum \$600 contribution by the teacher on a dollar-for-dollar basis up to \$1200.
- B. The deadline to sign up for the annuity program for a school year in order to receive Board matching amount:
 1. An individual already employed: August 15.
 2. A new employee: The first teacher day of school (excluding the optional work day)
 3. A new employee hired after the first day of school: September 30
- C. Requests for changes in the amount of contribution or the company contributed to must be done by:
 1. August 15 for a change to commence in September contributions
 2. December 15 for a change to commence in January contributions
 3. March 15 for a change to commence in April contributions
- D. The Board may limit the number of financial companies participating in the program to the extent permitted by law.
- E. The Board's contribution shall be included as earnings for retirement purposes for all bargaining unit members.
- F. Eligibility for the annuity program shall be limited to full-time certified employees (persons working at least 30 hours per week). Part-time certified employees employed prior to March 1, 2007 shall maintain their eligibility.

ARTICLE V – CALENDAR & WORK DAY

- A. The school calendar shall be 185 days and shall include 3 teacher workdays, 3 parent-teacher conference days, and up to 2 days for professional development. One additional day will be required as a new teacher workday.
- B. Whenever school is delayed or closed, all staff will be notified via the district's emergency phone calling system. Additionally, the notification will be posted on the district website and local radio and TV stations will be notified.
 - 1. Personnel whose jobs depend upon the presence of children will be paid for all time lost when schools in which they are employed are closed because of an epidemic, public calamity, or inclement weather.
 - 2. When school is in session, no staff member shall be paid when absent from work because of inclement weather or poor traveling conditions, unless the staff member is on approved leave.
- C. The typical certified position is full-time except for hourly employees.
 - 1. There can be no more than one part-time position within a license/certificate area.
 - 2. No staff member can be required to move from a full-time to a part-time position.
 - 3. The number of days/hours worked in a part-time position can be reduced or increased at the discretion of the superintendent.
 - 4. When a full-time position becomes available, a part-time employee (excluding those employees who have contracts that are annually non-renewed) has the right to interview for a transfer to a full-time position.
- D. Teachers in grades one through twelve shall be required to attend open house one evening per year. Kindergarten teachers shall be required to attend Kindergarten Orientation for parents one evening per year. Both of these events shall last no more than 1.5 hours on a weekday evening and must be held no earlier than 3 weekdays before the first student day.
- E. The normal workday for full-time teachers shall be 7.5 hours a day including lunch. The workday may be altered due to teachers' meetings, parent-teacher conference days, and an annual open house.

A teacher shall have a minimum of 40 minutes for a duty free lunch. The time may be reduced occasionally due to special circumstances such as assemblies and standardized testing days. This time may be also altered by mutual agreement between the teacher and building administrator as long as the teacher's planning time is increased accordingly.

- F. Every attempt shall be made to ensure that the normal workweek for full-time teachers shall include a minimum of 40 minutes per day or 200 minutes per week of planning time. Principals should make every attempt to schedule uninterrupted daily planning time. When this is not possible because of scheduling difficulties, the principal shall meet with the teacher to discuss the rationale of the decision.

All full-time elementary teachers shall also have 30 minutes per day of uninterrupted planning time in the morning or in the afternoon in addition to the planning time mentioned above. This planning time may include up to 30 minutes per week of required collaboration with grade level teachers and/or intervention specialists (no written documentation shall be required).

- G. Principals for the intermediate school, middle school, and high school should avoid assigning teachers more than three preparations. When this is not possible because of scheduling difficulties, the principal shall meet with the teacher to discuss the rationale of the decision.
- H. The building principal shall consider the level of difficulty of a teacher's assignment (first-year teachers, new/multiple preparations, dual credit/AP classes, and so on) when assigning duties.
- I. Every effort will be made to secure substitute teachers for music, art, physical education, and library staff when they are absent.
- J. The first staff work day will be from 8:00-3:30, and all meetings will be finished by 11:00 a.m. Convocation day will be from 8:00-3:30, and all meetings shall be finished by 9:00 a.m.
- K. Any ideas concerning the school calendar should be submitted in writing prior to November 15th.
- L. All teachers may schedule with their principal one specified workday for 7.5 hours or two work days totaling 7.5 hours during the ten (10) work days prior to the first staff day. This will be in place of a workday at the end of the second semester. Any special arrangements shall be approved by the building administrator.
- M. Bargaining unit members may be required to attend up to 20 hours of in-service meetings per year, in addition to the current 185-day contract year, under the following conditions:
 - 1. The dates for in-service meetings shall be agreed upon by the Labor/ Management Committee.
 - 2. The rate of pay shall be the ISG base hourly rate with a minimum of 4 hours pay per in-service meeting.
 - 3. Any employee with emergency circumstances may be excused by the Superintendent. Any person not excused may request a meeting with the Superintendent and Association President.
- N. Required building meetings which extend beyond the normal work day or during common elementary planning time shall not be held more than 11 times per year except in the case of an emergency. These meetings could be at the building or district level, depending on need. Required meetings shall not extend longer than 1 hour.
- O. Any significant change to the teacher workday must be approved by a committee equally represented by members of the administration and the Association. The Superintendent shall appoint the committee members representing the Board and the PCTA President shall appoint the committee members representing the Association. Any decisions of the committee shall not supersede other items specified within this agreement.

ARTICLE VI – CONFERENCE SCHEDULING

Rules of common courtesy should be observed when scheduling a conference for another person. Principals, counselors and secretaries should try to make tentative appointments, which are subject to teacher approval.

Exceptions to this rule are:

- 1. Parent-teacher conference day scheduling which is made so that parents will not have repeat trips to the school.

2. Disciplinary or emergency situations where the teacher's presence is needed.

ARTICLE VII – DISCIPLINE

A member of the bargaining unit may be suspended from his or her duties without pay (but continuing other benefits) for a maximum of 3 days per school year, upon a determination by the superintendent that the conduct of the employee is detrimental to the goals and objectives of the District. No suspension shall be imposed until the employee has had an opportunity to appear before the Superintendent to explain his or her actions.

The employee shall be provided written reasons for the suspension(s). The superintendent, upon request of the PCTA President, shall review the reasons for the suspension with the President.

Nothing herein shall preclude the Board from acting to non-renew or terminate any employment contract as permitted by the applicable laws and by the Agreement.

An employee shall be entitled to Association representation at any conference in which the employee will be advised of an impending disciplinary action.

ARTICLE VIII – DRESS CODE

All teachers are expected to dress professionally and/or appropriately for their teaching assignment. Any exceptions to the following dress code may be made at the discretion of the principal.

A. Female Dress Code:

1. Dress, dress slacks or skirt with dress blouse/sweater/blazer or coordinated outfits
2. Dress shoes or boots, dress sandals
3. No blue jeans
4. Generally, no extremes or outlandish styles in clothing, or hair.

B. Male Dress Code:

1. Dress slacks and dress shirt/sweater; coats and ties are optional
2. Socks must be worn
3. Facial hair is to be kept neatly trimmed and cared for.
4. No blue jeans
5. Generally, no extremes or outlandish styles in clothing, or hair.

ARTICLE IX – DRUG FREE WORKPLACE

- A. The Board may suspend (with pay) an employee accused of a drug-related offense pending the outcome of any investigation and/or trial.
- B. The conviction, guilty plea, or plea of no contest of an employee for possession, use, unlawfully manufacturing, distributing and/or dispensing any controlled substance as defined by federal and

state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

ARTICLE X – E-LEARNING

- A. Teachers who agree to teach Digital/On-Line courses that are in addition to regular, full-time teaching assignments shall be compensated as follows (percentages are computed on the beginning bachelor’s base pay):
- | | |
|------------------------------------|-------|
| Per Course Per Semester Base Pay | 1.50% |
| Per Enrolled Student Per Semester* | 0.15% |
- * In addition to the base pay
- B. Required in-service shall be paid at the ISG base rate (the date shall be established by the digital academy director and can not be part of a required teacher work day).
- C. The teacher will only be compensated for semesters in which at least one student was enrolled and coursework was submitted and graded. However, if at least one student completes a full year course during one semester, the teacher shall be paid for the full course.
- D. The teacher shall be compensated at the end of each semester.
- E. Contracts for e-learning courses will be issued after the school year commences in order to determine the need for instructors.
- F. Student enrollment will be determined by averaging the number of students enrolled at the end of the first and second grading periods of each semester (this number will be rounded up if the average is not a whole number).
- G. Upon mutual agreement between the administration and teacher, an eLearning class can replace a regular class in the normal workday. If this occurs, no extra pay shall be given.
- H. All attempts will be made to fill Perry eLearning positions with Perry teachers.

ARTICLE XI – EXTRA PAY

All calculation of extra pay shall be computed on the beginning bachelor’s base pay (if applicable). The number of stipends listed at each position represents a minimum amount.

<u>Extra Pay Scale</u>	<u>% of B.A. Base</u>
7th & 8th Athletic Director	10
<u>Athletic Trainer</u>	
1 - Head (with no Assistant)	30
- Head (with Assistant)	16
- Assistant	14
<u>Football</u>	
1 - Head Coach	23
7 - Assistant Varsity	13
1 - Head 9th Grade	10.5
2 - Assistant 9th Grade	10

3 - 8th Grade	9
4 - 7th Grade	9
1 - Equipment Manager	5
<u>Boys' and Girls' Basketball</u>	
1 - Head Coach	23
2 - Assistant Varsity	13
1 - Junior Varsity	13
1 - Head 9th Grade	10.5
1 - Assistant 9th Grade	10
2 - 8th Grade	9
2 - 7th Grade	9
<u>Wrestling</u>	
1 - Head Coach	23
1 - Assistant Varsity	13
1 - 9th Grade	10
2 - 8th Grade	9
2 - 7th Grade	9
<u>Baseball and Softball</u>	
1 - Head Coach	12
1 - Assistant Varsity	9
1 - Junior Varsity	9
Junior Varsity Assistant	7
1 - 9th Grade	7
9th Grade Assistant	6
<u>Swimming</u>	
1 - Boys Head Coach	16
1 - Assistant Varsity for boys & girls	9.5
1 - Girls Head Coach	16
1 - Diving Coach for boys & girls	6
<u>Intramurals</u>	
1 - Pfeiffer Intramural Advisor	4
<u>Cheerleaders</u>	
1 - Head Advisor PHS (Fall)	8
1 - Head Advisor PHS (Winter)	8
1 - Assistant Varsity	7.5
1 - 9th Grade	6
1 - 8th Grade	5
1 - 7th Grade	5
Combined 7th/8th Grade	8.5
<u>Boys' and Girls' Track</u>	
1 - Head Coach	12
2 - Assistant Varsity	9
1 - 9th Grade	7
1 - 8th Grade	7
- 7th Grade	7
- Indoor Track	2

<u>Boys' and Girls' Bowling</u>	
1 - Head Coach	6
<u>Boys' and Girls' Cross Country</u>	
1 - Head Coach	11
Assistant Varsity	8
1 - 8th Grade Boys and Girls	6
1 - 7th Grade Boys and Girls	6
<u>Boys' and Girls' Golf</u>	
1 - Head Coach	11
Assistant Varsity	6
<u>Boys' and Girls' Tennis</u>	
1 - Head Coach	11
1 - Junior Varsity	8
<u>Volleyball</u>	
1 - Head Coach	12
1 - Assistant Varsity	9
1 - 9th Grade	7
1 - 8th Grade	6
1 - 7th Grade	6
<u>Boys' and Girls' Soccer</u>	
1 - Head Coach	12
1 - Assistant Varsity	9
1 - Junior Varsity	9
<u>Gymnastics Coach</u>	
1 - Head Coach	6
- Assistant Varsity	4
<u>Department Chairperson (Pfeiffer, Edison, Perry High School and District)</u>	
7 or more in department	7
5 or 6 in department	6
4 or less in department	5
<u>Vocal Music</u>	
1 - High School Instructor	18
1 - Middle School Instructor	6
1 - Intermediate School Instructor	4
2 - Elementary Instructors	2
<u>Instrumental</u>	
1 - Marching Band Head	13
1 - Marching Band Assistant	10
1 - Marching Assistant (Summer)	3
1 - High School Instructor	18
1 - High School Assistant Instructor	3
- Pep Band	2
1 - Instrumental Supervisor	8
1 - Middle School Instructor	6
1 - Middle School Assistant Instructor	3

1 - Intermediate School Instructor	4
1 - Intermediate School Assistant Instructor	2.5
- Elementary Instructor	4
- Intermediate School Percussion Instructor	13
- High School/Middle School Percussion Inst.	6
- Percussion Ensemble Instructor	9

Speech

1 - Head Drama	13
1 - Theater Manager / Ticket Sales	3
1 - Head Speech	15
1 - Assistant Speech	8
1 - Head Debate	13
1 - Assistant Debate	8

Other Stipends:

1 - High School Newspaper Advisor	7
1 - Middle School Newspaper Advisor	2
Intermediate School Newspaper Advisor	2
1 - High School Yearbook Advisor	8
1 - High School Yearbook Assistant	5
Middle School Yearbook Advisor	2
Intermediate School Yearbook Advisor	2
Psychologist	6
Vocational Club Advisors	2
Elementary Library Supervisor	7
Club Advisors	1
2 - High School Class Advisor	2
HS Student Council	2
MS Student Council	2
Intermediate School Student Council	2
Perry Service League	2
HS National Honor Society	2
HS Career Tech National Honor Society	2
HS SADD	2
Teen Institute Coordinator	2
Protégé Mentor	1
1-1 Mentor (per RE)	3
Cohort Leaders (Curriculum Support)	2
RESA Facilitators (Curriculum Support)	2
Program Coordinator (reduced teaching assignment)	3.5
Program Coordinator (full teaching assignment)	10.0
Content Support Mentor	1
After School Detention	\$10.25/hour
After School Make-Up Testing	\$8.10/hour

Longevity Increase

- A. There will be longevity pay added to each stipend for every 6 years served in athletic positions: 0.5% for stipends less than 5%, 1% for stipends at least 5% but less than 15%, and 1.5% for

stipends that are at least 15%. For instance, if someone has served 17 years in the football program at various paid positions, then there would be 2% added to that person's stipend for the following year (in that respective sport). Experience does not accumulate between different sports; such as football and basketball. However, boys' and girls' sports would be credited. For instance, if a coach spent 12 years in boys' tennis and then switched to girls' tennis, those years of experience would count toward longevity pay.

- B. Any staff member required by administration to work above and beyond contracted duties, with prior approval of the superintendent or designee, shall be compensated for actual time worked using the ISG base hourly rate.
- C. Summer school instruction, including approved preparation and grading time, shall be paid at the ISG base hourly rate.
- D. Any staff member required to work longer than the regular school year of 185 days shall be compensated for additional days worked at the daily rate except for the in-service provided in the Calendar and Work Day Article. The daily rate is the sum of the salary schedule wage, professional growth stipend(s), longevity pay, and the department head stipend (if applicable).
- E. All parent-teacher meeting attendance shall be strictly voluntary. However, meetings required by law that necessitate teachers attending or returning to school beyond a half-hour shall be compensated at the ISG base hourly rate. The clock starts 30 minutes after the 7.5 teacher day is completed.
- F. The administration shall attempt to plan so that as many non-teaching duties, i.e., money collection, etc., as possible will be handled by the school office in each building.
- G. The Sophomore, Junior, and Senior Class Advisor will be given no other duties beyond the regular classroom assignments.
- H. There will be no change in the procedure for paying teachers on extended contracts.
- I. The mileage reimbursement rate shall be equivalent to 80% of the current Internal Revenue Service rate.

ARTICLE XII – GRIEVANCE PROCEDURE

A. Definitions

1. Aggrieved Person

An aggrieved person is any member of this bargaining unit initiating a grievance.

2. Grievance

A grievance is any claim by an aggrieved person that there has been a violation, misinterpretation or misapplication of the provisions of the Negotiated Agreement.

3. Representation

The aggrieved person may be represented at all steps of the grievance procedure by the Association.

4. Days: The term "days" when used in the Article, means calendar days, not including holidays.

B. General

It is the purpose of this procedure to achieve, at the lowest possible administrative level, equitable solutions to problems that arise. Both parties agree that the grievance proceedings shall be kept confidential at all levels of the procedure.

1. A grievance may be withdrawn at any level without prejudice.
2. Copies of all written decisions of grievances shall be sent to all parties involved: the Association President, the aggrieved, and the appropriate administrators.
3. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in this grievance procedure except those records normally found in the personnel file if they were used in the course of the grievance. However, any records affected by the decision of the action shall be handled in accordance with such decision. A separate file will be maintained for grievance records dealing with members of the bargaining unit.
4. The aggrieved, the Association, the Board and administrative personnel shall openly share information not otherwise protected by law, in possession of any of the above which contributes to the processing of a grievance. Both the Association and the grievant shall receive written notification prior to all meetings and official action concerning the grievance.
5. Conferences required by this procedure will be scheduled at such times as will cause the least disruption to the operation of the schools. In the event the administration determines a meeting must be held during school hours, those persons whose presence is necessary will be released without loss of pay.
6. A grievance applicable to more than one teacher or more than one building concurrently may be submitted in writing by the Association directly to the Superintendent and the processing of such a grievance may begin at Level Two.
7. Failure to accept or reject a decision or move it to the next level within 10 days in the prescribed manner shall indicate that the grievance has been withdrawn.

C. Informal Procedure

Within 30 days of the time an alleged violation, misinterpretation or misapplication occurs, the grievant shall first discuss the problem with the person's immediate supervisor. The objective of both parties should be to resolve the matter as soon as possible in an informal manner. If the grievance is not settled in this manner within 5 days, the aggrieved person may follow the formal grievance procedures.

D. Formal Procedures

1. Level One
 - a. In the event the aggrieved person is not satisfied with the results of the informal procedures, the aggrieved person shall file a formal grievance in triplicate: one for the grievant, one for the Principal, and one for the Association President.
 - b. A conference will be scheduled by the Principal within 5 days after receipt of the formal grievance.

- c. Within 5 days after the conference, the Principal shall render a decision in writing to the grievant, chairperson of the Grievance Committee and/or the president of the Association.
2. Level Two
- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered at Level One within 5 days, the aggrieved person may file a formal grievance in writing with the chairperson of the Grievance Committee. At this time, the chairperson of the Grievance Committee shall, within 2 days, refer said grievance in writing to the Superintendent.
 - b. The Superintendent and/or a designee will represent the School Administration at this level of the grievance procedure. Within 5 days after the receipt of the written grievance by the Superintendent, the Superintendent and/or designee will meet with the aggrieved person and the chairperson of the Grievance Committee or a designee in an effort to resolve said grievance.
 - c. Within 5 days after the conference, the Superintendent or designee shall render a decision in writing to the grievant and the president of the Association.
3. Level Three
- a. Within 10 days following the receipt of the written decision from the Superintendent, the aggrieved person may request the issue be submitted, through the Association, to arbitration by submitting a request in writing to the Association President and the Superintendent of Schools. The Association President and the Superintendent of Schools shall, within 5 days, jointly request the services of the American Arbitration Association (AAA) in providing an arbitrator.
 - b. The arbitrator shall be selected from a list of 7 arbitrators which the Superintendent of Schools and the Association President shall request from the AAA. Within 10 days following receipt of this list, the Superintendent and the Association President shall meet for the purpose of naming the arbitrator either by mutual agreement or by a striking process, whereby each shall alternately strike a name from the list until a final name remains who shall be the arbitrator. The person striking first shall be determined by the single toss of a coin. The arbitrator shall hold a hearing and may request such additional data as may be required in arriving at recommendations.
 - c. The arbitrator's decision shall be binding upon the Grievant, the Association, and the Board. The costs for the arbitration shall be shared equally by the Association and the Board.

ARTICLE XIII – HIRING/REHIRING OF RETIREES

The Board may, in its sole discretion, choose to hire/rehire individuals who have retired with any public retirement system. If such individuals are hired/rehired, the following terms and conditions shall govern:

- A. The individual shall be issued one year limited contracts which shall automatically expire and as a condition of employment, the teacher waives his/her right to a continuing contract under ORC 3319.08 (<http://codes.ohio.gov/orc/3319.08>) and ORC 3319.11 (<http://codes.ohio.gov/orc/3319.11>).

- B. ORC 3319.11 (<http://codes.ohio.gov/orc/3319.11>) or provisions of the collective bargaining agreement regarding non-renewal shall not apply. Retire/rehire individuals must be evaluated according to ORC 3319.111. In the event this law changes and these individuals are not required to be evaluated, ORC 3319.111 (<http://codes.ohio.gov/orc/3319.111>) or provisions of the collective bargaining agreement regarding evaluation shall not apply.
- C. The Board, at its sole discretion, may offer insurance benefits under the Insurance Article of this agreement. However, insurance benefits must be offered if STRS guidelines require it.
- D. The following Articles shall not apply: Annuities, ERI or Retirement Incentives, Professional Growth Stipends, Longevity, Reduction in Force nor ORC 3319.17 (<http://codes.ohio.gov/orc/3319.17>), Regular Salary, Severance Pay, Vacancies and Transfers.
- E. The number of retirees the board may hire shall be capped at no more than 5% of the total bargaining unit.
- F. Salary placement shall be at the discretion of the Superintendent.

ARTICLE XIV –INDIVIDUAL/SMALL GROUP AND TITLE FUNDED TEACHERS

All provisions of this Agreement apply to Individual/Small Group (ISG) teachers and Title Funded teachers unless specifically amended in this Article.

- A. ISG Teachers will be paid the hourly rate of the BA Step 0 wage on the respective salary schedule and Title Funded Teachers will be paid 1.0733 of this rate.

All ISG Teachers employed by the Perry Local School District as an ISG Teacher during the 2014-2015 school year will start at step 1 on the ISG salary schedule for the 2015-2016 school year. New ISG Teachers hired for the 2015-2016 school year and thereafter shall start at Step 0 (base) on the ISG salary schedule.

All ISG Teachers shall move one step for each year of employment as an ISG Teacher on the ISG salary schedule.

The Superintendent, in his/her discretion, will determine assignment and number of hours to be worked, which may include consideration of district needs, financial factors, and the individual contractual commitments. The typical ISG position is full-time.

- B. Full-time ISG teachers shall work a normal teacher schedule for 185 days per year.
- C. ISG and Title Funded teachers that are reduced from full-time to part-time can request a full-time position in another building, if such an opening exists.
- D. Full-time ISG teachers are eligible for a continuing contract.
- E. In the event of a reduction in force, ISG and Title Funded teachers cannot replace classroom teachers nor can classroom teachers replace them. Separate seniority lists will be used for ISG and Title Funded teachers.
- F. Planning time for ISG teachers is based on six minutes planning for each hour worked.
- G. The calculation of years of experience for the STRS will be done in accordance with STRS regulations.

ARTICLE XV – INSURANCES

In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week.

Employees may not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet COG adopted coverage information

A. Medical

1. The Board will pay eighty percent (80%) of the premium and the employee will pay twenty percent (20%) for full-time employees.

2. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental and life insurance through the COG. The coverage shall be the standardized COG specifications.

3. Preferred Provider - Doctors/Hospitals

a. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

b. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

4. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

a. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

b. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

c. The deductible will be waived.

d. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.

e. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

f. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

B. Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$65,000 for each teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

C. Dental Insurance

The Board shall provide dental coverage and pay eighty percent (80%) of the premium.

D. Section 125-Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

E. Premium Holidays: If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

F. Spousal Coverage: Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

G. Same Sex Marriage: If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

ARTICLE XVI– LABOR/MANAGEMENT COMMITTEE GUIDELINES

The Perry Local Board/Administration and the Perry Classroom Teachers' Association have collaboratively established the Labor/Management Guidelines. A committee equally represented by members of the Board/Administration and the Association must approve any changes to these guidelines. The Board President/Superintendent shall appoint the committee members representing the Board/Administration and the PCTA President shall appoint the committee members representing the Association. Any decisions of the committee shall not supersede other provisions specified within this agreement.

ARTICLE XVII – LEAVES

A. Absence Policy

Substitute teachers will always try to be obtained. In vocational education, the substitute will assume all related classroom responsibilities of both vocational teachers and the regular vocational

teacher will assume all shop class responsibilities at the secondary level. If a substitute cannot be obtained, the principal will, under normal conditions, cover the class.

B. Sick Leave

1. A Day of Sick Leave - A day of sick leave is defined as the actual number of hours an individual works daily, whether he/she is a full-time or part-time employee.
2. Immediate Household - Immediate household is construed to mean those relatives living under the same roof at the same time of illness.
3. Immediate Family - Immediate family is construed to mean those relatives not living under the same roof at the time of illness or death. They include: spouse, mother/mother-in-law, father/father-in-law, son/son-in-law, daughter/daughter-in-law, brother/brother-in-law, sister/sister-in-law, stepchildren, grandparents, grandchildren, and stepparents.
4. Accrual of Sick Leave
 - a. Individuals shall be granted sick leave on the following basis: 1.25 days for each completed month of service, or 15 days for each completed year of service.
 - b. Accumulated Sick Leave – The maximum number of sick leave days accumulated shall be 340 days. It shall be the practice of the Perry Board of Education to grant full-time employees the full year's sick leave when school begins providing the employee remains to earn the total. Because no salary or wages are held in escrow, hourly or daily employees will be given sick leave only for those actually earned at the rate of 1.25 days per month.
5. Use of Sick Leave
 - a. Employees may use sick leave for the following reasons limited to the total accumulation of sick leave:
 - (1) personal illness, injury, pregnancy, exposure to contagious disease
 - (2) illness, injury, death in the immediate family or household
 - b. If medical attention is required, the name, address, and dates the employee consulted with the doctor shall be indicated on the sick leave form (<http://codes.ohio.gov/orc/3319.141>).
 - c. Extension:

Upon approval of the Superintendent, extension of sick leave limitations may be granted if the Superintendent believes the circumstances, as explained by the employee in writing, justify the extension.
6. Transfer of Sick Leave

According to the provisions of state law, accumulated sick leave from other positions will be accepted by the Perry Local Board of Education. Accumulated sick leave shall also be transferred to other positions inside or outside the school system.
7. Adjustment of Sick Leave within the School System:
 - a. There is no change in accumulated days when a full-time employee goes from one full-time position to another.

- b. When a full-time employee goes to a half-time position, his/her total accumulation doubles. However, the total accumulation cannot be greater than the maximum provided for in this agreement.
- c. When a half-time employee goes to a full-time position, his/her total accumulation is divided in half. The employee still has the same total number of hours accumulated, but the total number of days are merely cut in half.
- d. Other part-time employees' sick leave shall be adjusted accordingly.

C. Absence Due to Legal Commitments:

1. Jury Duty - The Board shall pay a full-time certified teacher his/her regular salary. The employee shall reimburse the board the amount of jury remuneration minus parking expenses.
2. Being a Witness – Any employee who is a subpoenaed witness will receive the difference from his/her pay and that received for being a witness, if any pay is received. This is not to exceed 2 days.
3. Not Guilty Decision - If an accusation has been made against a school employee and he/she is proved not guilty in a school lawsuit, the days in court shall be considered authorized absence with pay. If an employee is a plaintiff or defendant in a non-school suit, it is your own responsibility.

D. Absence for School Visitation (Not a special request day):

Employees, in order to learn more about their jobs in the realm of different methods, techniques, etc., may want to visit other schools to observe their operations. Employees may make school visitations without losing any wages or sick leave. They may do so if the following conditions are met (no mileage or food allowance is granted for this):

1. Written Request: Employees must submit a written request of their plans two weeks prior to the actual date.
2. Arrangements: Arrangements will be made by the central office with the school to be visited.
3. Approval: The employee must receive written approval from his/her immediate superior prior to sending his/her request to central office.
4. Conflict: The school visitation cannot conflict with the on-going education programs.

E. Personal Leave

1. One unrestricted and two restricted days of non-accumulative personal leave per school year shall be available.
2. Requests for personal leave shall be made to the Superintendent at least 3 days in advance of the anticipated absence on the form prescribed by the Board. Provided, however, that in cases of emergency, requests to the Superintendent shall be made as far in advance of the absence as is practicable. If circumstances make advance requests impossible, the employee shall notify the Superintendent of the reasons for leave under this policy as soon as is practicable, and approval by the superintendent or the Superintendent's designee will, when appropriate, be granted after the fact.

3. Restricted personal leave shall be granted for the following reasons:
 - a. Death or severe illness of close personal friend or relative not covered under sick leave;
 - b. Court appearances as a litigant;
 - c. Observance of a religious holiday;
 - d. Commencement or Graduation Exercise of the employee or immediate family;
 - e. Legal business;
 - f. Wedding of employee or a member of the employee's immediate family;
 - g. Taking a child to college or bringing them home from college or college visitation;
 - h. Personal business that cannot be taken care of on off-school days or during off-school hours.
4. Restrictions for both restricted and unrestricted:
 - a. Personal leave shall not be granted the day before or the day after regularly scheduled vacation and/or holiday unless such a request is approved by the Superintendent prior to the usage.
 - b. The two days restricted personal leave may not be used for pleasure trips, shopping, social activities, profit making business or college recreational activities.
 - c. Personal leave may not be used in a manner prohibited by law.
 - d. Only 10% of a building staff may have personal leave granted on any given day.

F. Parental Leave

An individual shall be entitled to an unpaid leave of absence for the birth, adoption or foster care under this section and subject to the following conditions:

1. If delivery of the child occurs on the first mandatory work day of the school year through the last day of the first semester, child care leave shall be for the balance of the school year in which the delivery occurs.
2. If delivery of the child occurs subsequent to the first semester through the day prior to the first mandatory workday of the subsequent school year, child care leave shall be for the balance of the school year in which the delivery occurs and, if requested no later than May 20, shall be extended for one additional school year. In cases where the leave is granted for the next full year, the Superintendent shall be notified on or before April 10 of the teachers' intention to return or not return for the following year. Otherwise, the position will be filled.
3. For adoptions or foster care the date the child is received shall be considered being equivalent to the date of delivery.
4. Within 3 weeks after delivery, the employee must notify the Superintendent in writing of the anticipated date of return to work.

5. If the lapsed time between delivery and actual date of return to work is more than 6 weeks, the employee must submit a physician's statement attesting to the continuing disability. Upon return to work, a statement from the physician attesting to the employee's ability to resume the full performance of the duties and responsibilities must be submitted to the Superintendent in writing.
6. Upon return from approved child care leave, the teacher shall be entitled to reinstatement to the same position with the same contractual status which the teacher held prior to the leave or to an equivalent position for which the teacher holds valid certification.
7. Where the group insurance policy permits, a teacher on child care leave may continue to participate in those benefits which are provided to other teachers by payment of the group rate for such benefits.

G. Assault Leave

If any member of the instructional staff is assaulted while performing his/her assignment or duties, the Board shall grant leave of absence for the period so designated by the employee's physician, not to exceed beyond the school year. This period may be extended at the discretion of the Superintendent. The leave shall be granted with full pay and benefits accruing and usable, less any benefits paid to the bargaining unit member for Worker's Compensation. The Board reserves the right to demand the second opinion from a physician if it deems necessary.

H. Sabbatical Leave

Any teacher who has completed 5 years of service in the Perry Local School District may be entitled to take a leave of absence for one or two semesters subject to the following restrictions:

1. The applicant must submit an application by March 1 of the school year prior to the leave.
2. A plan of study in education must be approved by the Superintendent.
3. The applicant will notify the Perry Local Schools by December 15th and/or April 15th during his/her leave of his/her intent for the following semester.
4. No more than two people may be on leave at one time.
5. A person on leave does not receive service credit.
6. An employee on sabbatical leave may continue to participate in insurance benefits which are provided to other employees if payment is made in advance by the employee at the group rate to the Board for such benefits.

I. Family Medical Leave Act

1. If an employee takes a leave granted under this Article for a reason covered by the Family and Medical Leave Act, the leave shall be administered under the provisions of the FMLA.
2. Upon approval of the Superintendent and Association President, this Section may be modified as necessary to comply with federal law and rules and regulations.
3. The Board shall provide a copy of the policy on FMLA in the library of each building.

J. Falsification/abuse of any type of leave shall be grounds for termination.

ARTICLE XVIII– LICENSURE/CERTIFICATION/CONTINUING CONTRACTS

- A. Continuing contracts eligibility shall be governed by ORC 3319.11 (<http://codes.ohio.gov/orc/3319.11>) unless otherwise provided herein, except that teacher who works less than 30 hours per week shall not become eligible for continuing contracts.
- B. It is the teacher's responsibility to insure that his/her licensure/certification is kept up to date according to Ohio Department of Education requirements.
- C. A teacher who becomes eligible for a continuing contract according to the requirements outlined in the Ohio Revised Code (<http://codes.ohio.gov/orc/3319.11>) must notify the superintendent prior to September 15 of the year which he/she would become eligible for said contract. Failure to provide this notification will result in a delay of eligibility.

ARTICLE XIX– LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. A seven member Local Professional Development Committee (hereinafter referred to as “LPDC”) who are employees of the Perry Local Schools Board of Education (hereinafter referred to as “BOARD”) shall exist to oversee and review professional development plans for continuing education and CEU credits (if approved by the State of Ohio). A majority of the members of the LPDC shall be members of the bargaining unit and shall be appointed for terms of three years and one member appointed for a term of two years, and one member appointed for a term of one year. Non-bargaining unit members of the LPDC will be appointed by the Superintendent, with one LPDC member appointed for a term of three years and one member appointed for a term of two years and one appointed to a term of one year. Thereafter, all members will have three-year terms. The LPDC shall be in place no later than September 1, 1998.

In any vote/decision affecting a license, certification or professional development plan of a non-bargaining unit member, only two of the four bargaining unit members of the LPDC may vote.

- B. Meetings of the LPDC

The LPDC may only act when a quorum is present. A quorum of the LPDC consists of no fewer than three members of the Association and two members appointed by the BOARD. All action must be recorded in LPDC minutes.

The LPDC shall meet four times annually and at other times as it may determine. Additional meetings may be convened by a majority of its membership. Location and time of the meetings shall be established by the LPDC.

Minutes of meetings and records of actions and proceedings of the LPDC shall be prepared and maintained, copies of which shall be sent to the PCTA president. The LPDC shall have an adequate and secure place to store and maintain records of the LPDC, which shall be separate from teachers’ personnel files.

- C. Duties and Powers of the LPDC

The duties of the LPDC shall be strictly limited to the review and approval of professional development plans for re-certification and licensure as specified in Ohio Law governing such committee; and to the adoption and amendment of its bylaws. The LPDC shall adopt bylaws governing its operations and reflecting the mission of the LPDC. Such policies must be adopted by the LPDC prior to any action related to re-certification or licensure.

The LPDC shall report on its actions in a prompt and timely manner to the BOARD and the ASSOCIATION. Members of the LPDC shall be immune from liability for any official action of the LPDC.

D. Limitations

The LPDC shall have no duties other than those explicitly stated herein. Only those teachers or administrators seeking to renew their certificates/licenses under the 1998 standards will be required to submit an IPDP.

No action of the LPDC shall bind the BOARD and ASSOCIATION in any manner that may be contrary to any provision of the Negotiated Agreement, this policy, other Board policy or any law or regulation governing the operation of local school districts. No action of the LPDC shall bind the BOARD or ASSOCIATION in any manner that may be construed as requiring the expenditure of any funds without express prior approval of the BOARD.

E. Appeal of a Decision of the LPDC

The bylaws of the LPDC shall include provisions for the appeal of LPDC decisions denying the approval of professional development plans. Such appeal provisions shall include methods for the designation of an independent panel to hear and decide such appeals.

F. Any hours earned toward a new license (whether or not they are university or other credit) as approved by the LPDC, may be used as credit towards the Professional Growth Stipend, as outlined in the Master Agreement.

G. Compensation

1. LPDC member may, upon approval of the Superintendent, be released from their responsibilities for meetings during the regular school day.
2. LPDC members who are members of the bargaining unit will be compensated at the ISG base hourly rate for any work done outside of the school day for service on the LPDC and related responsibilities. LPDC members shall have the responsibility to provide an accurate accounting of hours for compensation.

ARTICLE XX – LONGEVITY

- A. A year of service for longevity shall follow STRS guidelines for service credit.
- B. Longevity pay shall be determined by a percentage of the beginning bachelor’s base salary based upon Perry years of experience:

Years of Experience	Percentage of Base Salary
15	1.5
20	3.0
25	4.5
30	6.0
35	7.5

- C. Part-time teachers shall receive longevity pay proportional to the number of hours worked each week.

ARTICLE XXI – MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code (<http://codes.ohio.gov/orc/4117.08>). These include:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the School District organizational structure;
- B. Direct, supervise, evaluate and hire employees;
- C. Maintain and improve the efficiency and effectiveness of Board operations;
- D. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted, including the opening and closing of buildings, the hours such buildings are open, student assignments, and the purchasing and distribution of all Board-owned equipment;
- E. Suspend, terminate, lay off, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the School District, including the establishment of curriculum, special programs, athletic, recreational and social events for students;
- H. Effectively manage the work force, including the determination of building schedules, hours of operations, and the duties, responsibilities and assignments of staff members;
- I. Take actions to carry out the mission of the School District.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio statutes, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

The management rights set forth above shall not be subject to the arbitration procedure or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.

ARTICLE XXII– ORGANIZATIONAL RIGHTS

Rights and privileges provided in this section shall be granted to the Association/OEA/NEA as the sole and exclusive bargaining agent and not to any other competing organization.

The Board and administration agree to continue Association rights presently permitted as listed. These include:

1. Use of teacher mailboxes, interschool mail, and district e-mail to conduct Association business.
2. Representatives of the Association may transact official Association business on school property as long as they do not interfere with or interrupt any instructional programs or work schedules of employees. Association representatives should report their arrival to the building office.
3. Use of the buildings for meetings during the school year and when the custodians are on duty.
4. Complete roster of teachers and their assignments each year.
5. Forty-five minutes shall be set aside after the general meeting for Association business at the beginning of the school year. Attendance at this meeting shall be voluntary.
6. Name, address and phone number of teachers each year, unless prohibited by law.
7. Released time for elected Association representatives to attend OEA Representative Assembly (limited to five).
8. Use of copying machine if Association furnishes supplies.
9. The Board shall move Association materials from building to building if requested.
10. Space for Association materials shall be provided in the school.
11. Any district-wide study group dealing with curriculum and/or instruction whose decisions directly affect classroom teachers must include at least one classroom teacher. The Superintendent shall solicit input into which classroom teachers should serve.
12. Released Time for Officers – The President, Vice-President, and Treasurer of the PCTA shall not be assigned any duties outside their classroom responsibilities.
13. If a member resigns, is terminated, or retires during the school year, the Treasurer shall deduct all owed and remaining dues from the employee's last check.
14. The agenda of each Board meeting shall be sent to certified staff members at least 8 hours in advance by sending a general e-mail to all users. Minutes of the Board meetings shall be provided to the Association President.
15. Association Officers designated by name in written notice to the District Treasurer by the Association Treasurer no later than August 15 of each year shall be paid a teacher professional organization (TPO) supplemental stipend in addition to the Officer's base compensation (Regular Salary) and any extra pay (supplemental) stipends paid pursuant to this Agreement. The annual notice from the Association Treasurer also shall state the amount of the TPO supplemental stipends, which shall not exceed the amount allowed under rules of the STRS. The TPO supplemental stipend shall be paid to the respective Officers with the second regular paycheck in May of each year. The Board shall make all required retirement deductions from the TPO supplemental stipend and shall contribute both the Board's and the employee's contributions to the State Teachers Retirement System (STRS) for the TPO supplemental stipend in addition to all other required STRS contributions. Pursuant to an itemized billing from the District Treasurer, the Association shall reimburse the Board for the full amount of the TPO supplemental stipend as well as for the amount of the employer and employee STRS contributions and taxes required to be paid on the TPO supplemental stipend.

16. The Association president shall be released from one additional class period during the school day in order to perform Association business. This release time will be in addition to the contracted planning time outlined in the collective bargaining agreement. The president will suffer no loss in salary, fringe benefits, or other contractual or statutory advantages to which he/she would have been entitled if working full-time. The Association president shall meet with the Superintendent/Designee and the building principal not later than June 1 of each year to determine the schedule of the release time.

ARTICLE XXIII– PAYROLL DEDUCTIONS

- A. The Board shall provide payroll deductions for Association dues, OEA Fund for Children and public education, additional life insurance, United Way, annuities, and any other items agreed upon.
- B. Paychecks will be automatically deposited in the bank of the employee’s choice. The program will be at no cost to the employees. Deposits must be made on or before the day of the scheduled payment.
- C. Employees assigned a district e-mail account shall receive paycheck information electronically.

ARTICLE XXIV– PERSONNEL FILE

Ohio Revised Code shall be followed with regards to personnel files (<http://codes.ohio.gov/orc/1347>). Any alleged violations, if challenged, shall be litigated in Stark County Common Pleas Court and not under the grievance procedure.

ARTICLE XXV– POSITION SHARE

A Position Sharing Program is designed to provide an alternative work option that allows a teacher to better meet the dual responsibilities of family and work. It is imperative that the parameters of the program are fair to all involved, fiscally responsible for the district, and educationally viable. It is always the intention of Perry Local Schools to maintain continuity and consistency of the instructional program.

- A. Assignments
 1. Position sharing teams may propose to fill the present full-time position of one of the team members and, if the proposal is accepted, shall be committed to this position for one year. The position shall be divided by mutual agreement between the affected parties.
 2. Both teachers must agree before the position share begins that if one teacher leaves the job before the end of the school year, the remaining teacher will work full-time in the shared position for the remainder of that school year.
 3. A teacher who desires to participate in position sharing must locate his/her own position sharing partner. No teacher shall be required to position share against his/her will.
 4. The team must present a proposed schedule to the Building Principal/Supervisor, the Association President, and the District Superintendent by April 1 of the school year prior to when the position share will begin. The proposed schedule shall include teaching and all non-teaching responsibilities and must adhere to the following guidelines:

- a. The hours of work and the overall responsibilities are to be divided in accordance with the percentage of time mutually agreed upon between the affected parties.
 - b. Members of a team shall not be assigned duties or responsibilities in excess of a regular fulltime position.
 - c. At least one member of a team must attend each Professional Learning Community and building meeting.
 - d. Both members of a team must attend professional growth days, required IEP meetings, parent-teacher conferences, and open house.
5. Each Building Principal/Supervisor shall determine if the position sharing proposal is educationally viable and the work schedule meets all of the requirements stated in part 4 above. Final approval must be obtained from the Superintendent. The individuals shall be notified as to whether the proposal is approved by June 1 of the school year prior to when the position share will begin. Once a proposal is approved, any changes must be mutually agreed upon by all parties. These changes must be consistent with the terms of this article.

B. Contract Provisions

1. Neither the decision to approve/reject a request nor the terms of the position sharing plan itself can be grieved under the terms of the negotiated agreement.
2. Teachers must have at least three years teaching experience in Perry Local Schools in order to position share.
3. Position sharing teachers shall receive a pro-rata share of a full-time salary based on the amount of time the teacher is contracted for the position share (including but not necessarily limited to longevity, professional growth stipends, and the Board contribution to the annuity).
4. If either team member elects to participate in the dental and/or life insurance plan(s), then he/she must pay 50% of these insurance premiums.
5. If either team member elects to participate in the major medical insurance plan, then he/she must pay 55.5% of these insurance premiums.
6. Position sharing teachers shall acquire one year of credit toward longevity and seniority for each year of position sharing worked.
7. A teacher shall acquire one year of credit toward placement on the salary schedule if he/she works a minimum of 120 days. If the teacher works 90 to 119 days, then a year of credit shall be awarded every other year. If the teacher works less than 90 days, then no credit shall be awarded.
8. Position sharing teachers shall be considered for changes in contractual status, evaluation, and reduction in force on the same basis as full-time teachers.
9. Position sharing teachers shall receive a pro-rata amount based on the amount of time the teacher is contracted for the position share of sick days and personal days of a full-time employee.
10. Teachers who wish to continue position sharing must reapply by March 15. If a team chooses not to continue the partnership, or the Superintendent does not grant a continuation

of the position sharing, the employees shall be reinstated to their original position (not necessarily the same assignment) for the following school year. Reinstatement may be affected by a Reduction in Force within the District.

11. The terms of this article shall not supersede any provisions of the RIF Article of this agreement.
 12. Staff hired to fill positions vacated by position sharing teams shall be given a one-year contract and non-renewed each April pending the continuation of the position sharing.
 13. Certified substitutes shall be obtained for position sharing teachers when they are absent.
- C. STRS Service Credit: The District shall report service credit according to STRS guidelines.

ARTICLE XXVI– PROFESSIONAL GROWTH PROGRAM

- A. Once a teacher has reached 10 years of experience on the salary schedule, he/she may receive a maximum of 5 additional professional growth stipends (PGS), the second, third, fourth, and fifth of which will only be granted after respective 5-, 10-, 15-, and 20-year intervals from the first. The third, fourth, and fifth PGS shall only be awarded for teachers on the master's column unless section 1.b. has been satisfied. Teachers employed after April 1, 2010 must be on the master's column in order to be eligible for any PGS. The professional growth stipends are cumulative and may be obtained as follows in any order:
1. A PGS of 3.48% of the base salary will be granted upon the successful completion of 6 semester hours that are taken in the field of education or in the teacher's licensure/certification areas. Course credit must be earned from an accredited university that is listed in the *Higher Education Directory*. Hours for the second, third, fourth, and fifth PGS must be obtained after receiving the previous PGS.
 2. A PGS of 3.48% shall be granted to teachers who have participated or who may participate in a Perry Local Board of Education two year in-service program and meet the criteria of C.1. above.
 3. A PGS of 3.48% shall be granted upon completion of National Board Certification.
- B. The same semester hours may not be used to move a teacher from one salary classification to another as well as to apply to a PGS.
- C. It is the teacher's responsibility to insure that all training experience must be properly certified and kept up to date and filed at the Superintendent's office. Any teacher who will complete the requirements for a PGS must notify the central office in writing by July 1st of the school year in which the PGS is to take effect. In order to receive the PGS for that school year, a transcript or notification from the college registrar that a transcript will be forthcoming should be in the central office before the beginning of the new school year. Due to possible delays in the arrival of the transcripts that are beyond the control of the employee, the deadline may be extended as long as the employee has been in communication with central office personnel with regard to the arrival of the transcript.
- D. Part-time teachers shall receive PGS pay proportional to the number of hours worked each week.

ARTICLE XXVII– PROTÉGÉ PROGRAM

- A. Definition: “Protégé Program” means a program of support for teachers new to Perry Local Schools, not required to participate in the Resident Educator Program as defined by ODE.
- B. Requirements
 - 1. Protégés shall attend the New Teacher Orientation
 - 2. Protégés are required to meet with their mentor, outside of the school day, for a total of four (4) hours throughout the year.
- C. Compensation: Protégé Mentors – One percent (1%) of the base salary.

ARTICLE XXVIII– RESIDENT EDUCATOR

- A. Purpose
 - 1. The Resident Educator Program for beginning teachers will provide Ohio’s newest educators with coaching, mentoring and guidance that are critical to improving *their* skills and knowledge *and* student achievement.
- B. Definitions
 - 1. Resident Educator Program

The four-year program created by statute designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.
 - 2. Mentor

A mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

 - a. 1-1 Mentor – a mentor that is mentoring an RE-1 or an RE in his/her first year in the Perry Local School District. A 1-1 mentor can have a maximum of two (2) mentees.
 - b. Cohort Leaders– mentoring a cohort of two (2) to four (4) RE-2s.
 - c. RESA Facilitators– mentoring a cohort of up to four (4) RE-3s and RE-4s.
 - 3. Resident Educator

A Resident Educator is a teacher employed under a Resident Educator license.

 - a. Resident Educator-1 (RE-1) – holds a four-year RE license; 1st year in the Resident Educator Program
 - b. Resident Educator-2 (RE-2) – holds a four-year RE license; 2nd year in the Resident Educator Program
 - c. Resident Educator-3 (RE-3) - holds a four-year RE license; 3rd year in the Resident Educator Program

- d. Resident Educator-4 (RE-4) - holds a four-year RE license; 4th year in the Resident Educator Program

C. Program Coordinator

1. Responsibilities

- a. Planning and administration of the program;
- b. Coordinate selection and assignment of mentors with building principals;
- c. Coordinate the training of mentors and resident educators.

2. Compensation

- a. 10% of the base salary or;
- b. 3.5% of the base salary with at least 40% reduction in teaching duties as mutually agreed upon between the program coordinator and administration.
- c. Five (5) days extended time

D. Committee

1. Responsibilities

- a. Collaborate in the planning and administration of the program;
- b. Review the program's effectiveness;
- c. Address/solve, mentor/resident educator concerns, issues, problems, and
- d. Comply with ODE and statutory requirements.

2. Committee Makeup

- a. This committee will include the program coordinator, assistant superintendent, and a representative from each building.
- b. Committee members shall be trained mentors.

3. Release Time

- a. Committee members attending the entire orientation day, who are not acting mentors for that school year, may use it as their optional work day.

E. Mentors

1. Qualifications

- a. Mentors must have the qualifications set forth by ODE.

2. Selections

- a. A mentor teacher shall be assigned to a resident educator with consideration given to common grade level, content area, and building. Should no mentor be available in the area of certification/licensure, a mentor from in the grade level or subject area most closely related to that of the resident educator may be assigned.

- b. Participation in the program as a mentor teacher is voluntary.
- 3. Training

Mentor teachers shall be provided ODE required mentor training.
- 4. Responsibilities
 - a. The mentor teacher shall carry out the Resident Educator Program in conjunction with the resident educator as developed by ODE. The mentor does not have a formal evaluative role. The mentor's role is to support the growth of the resident educator as an instructional mentor through formative assessment tools.
- 5. Release Time
 - a. Each mentor teacher shall be granted release time for observations. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the superintendent.
 - 1) 1-1 Mentor – One (1) day per RE. The days may be used in half (1/2) day increments and shall be coordinated by the building principal/immediate supervisor.
 - 2) Cohort Leader/RESA Facilitator – at least half (1/2) day release for each resident educator in his/her cohort.
 - b. Each mentor teacher shall be granted release time to attend necessary training.

F. Compensation

- 1. In addition to the mutually agreed upon released time, each mentor teacher shall receive a stipend to be paid in June of that school year.
 - a. 1-1 Mentor – 3% of the base salary for each resident educator
 - b. Cohort Leaders (Curriculum Support) – 2% of the base salary
 - c. RESA Facilitators (Curriculum Support) – 2% of the base salary
- 2. The district will pay all training fees required for mentors to receive the current mandatory ODE state mentor training.

G. Resident Educator

- 1. The resident educator shall receive all resources required to complete the current mandated program by ODE.
- 2. The resident educator shall be provided release time not to exceed three (3) days per year for the purpose of observing classes, meetings with his/her mentor, attending recommended workshops, assessment preparation, etc. The days may be used in half (1/2) day increments and shall be coordinated by the building principal/immediate supervisor.

H. Protections

- 1. Other than a notation to the effect that a teacher served as a Mentor teacher, the teacher's activities as a Mentor teacher shall not be part of that resident educator's evaluation.

2. No resident educator shall be required to remain in a Resident Educator Program after advancing to a professional educator license.
3. Mentor teachers shall not participate in the evaluation of any resident educator.
4. Mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
5. No mentor teacher shall be requested or directed to divulge information from the written documentation, or confidential mentor/resident educator discussions.
6. All interaction, written or oral, between the mentor teacher and the resident educator shall be confidential. Any violation of this tenet by the mentor shall constitute grounds for immediate removal from his/her role as mentor teacher.
7. After the first observation but prior to the start of the second semester, unless there are extenuating circumstances, either the mentor teacher or the resident educator may exercise the option to have a new mentor assigned. No specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.
8. All members of the committee, mentor teachers, and resident educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
9. Mentor teachers shall communicate directly with the resident educators and shall not discuss/report the performance and progress of the resident educator with any administrator, assessor, or other teacher.
10. The regular evaluation of the mentor teacher shall not be affected in any aspect by the Resident Educator Program or its demands.

I. Records

1. The committee shall keep and retain records of its meetings, decisions, actions and recommendations to the extent permitted by law.

ARTICLE XXIX– RETIREMENT CONTRIBUTION

STRS Pick-Up With Reduction

The Board shall designate each employee's mandatory contributions to the State Teachers' Retirement System of Ohio as "picked-up" by the Board as contemplated by Internal Revenue Service Ruling 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to Federal and Ohio Income Tax shall be the employee's income reported by the then current percentage amount of the employee's mandatory State Teacher's Retirement System's contribution which has been designated as picked-up by the board, and that the amount designated as picked-up by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick-up", nor is the Board's total contribution to the State Teacher's Retirement System of Ohio increased.

ARTICLE XXX – RIF POLICY

When it is necessary to reduce staff because of decreased enrollment of pupils, suspension of schools or territorial changes affecting the district or for financial reasons, the following procedure shall apply:

A. Attrition

The number of persons affected by a reduction in force (RIF) will be kept to a minimum by not employing replacements for teachers who retire, resign or whose limited contract is not renewed. Certification/license must be considered in filling positions created through attrition.

B. Reduction Other than Attrition:

1. The Board shall suspend contracts in accordance with the recommendation of the superintendent who shall use certification/license, contractual status and competency as determined by formal evaluation, and Perry years of experience, respectively, as a basis for the recommendation.

2. Certification/License: Teachers will only be considered for teaching fields that appear on their teaching certificate/license on file in the board office. Additional training fields added to the teaching certificate/license after May 30 of the year the reduction is made will not affect the structure of the RIF list.

3. Contractual Status and Competency as Determined by Formal Evaluation
In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendations of the Superintendent based on the following:

a. Limited contract teachers shall be reduced first utilizing the following order:

- 1) Licensure/Certification
- 2) Competency as determined by formal evaluation
- 3) When evaluations are comparable, seniority in the District shall prevail.
- 4) For the purpose of determining “comparable final evaluative rating”, anyone with an evaluation of Accomplished, Skilled, or Developing will be considered comparable. Ineffective teachers shall not be defined as “comparable” when utilizing the Reduction in Force procedure.

b. Next continuing contract teachers shall be reduced by the utilizing the following order:

- 1) Licensure/Certification
- 2) Competency as determined by formal evaluation
- 3) When evaluations are comparable, seniority in the District shall prevail.
- 4) For the purpose of determining “comparable final evaluative rating”, anyone with an evaluation of Accomplished, Skilled, or Developing will be considered comparable. Ineffective teachers shall not be defined as “comparable” when utilizing the Reduction in Force procedure.

c. Using the criteria in this provision, the District will establish the order in which members’ contracts are suspended and will recall members in reverse order.

- d. Until a new evaluation process that complies with HB153 is negotiated and has been in place for at least two (2) years, all evaluations will be deemed comparable.
4. Seniority: Seniority shall be defined as the length of continuous service under a regular contract in the Perry Local Schools. A year of part-time service shall be credited with a full year of Perry experience for the purpose of seniority. Leaves of absence will not cancel seniority but time spent on leave will not count toward seniority. Ties shall be resolved by which employee has the earliest hiring date with respect to official Board action. If a tie still exists, the Superintendent will decide which employee(s) is (are) retained.
5. In the event of a reduction in force, ISG and Title Funded teachers cannot replace classroom teachers nor can classroom teachers replace them. Separate seniority lists will be used for ISG and Title Funded teachers.
6. By October 15th of each school year, the Board will furnish to the PCTA President an updated seniority list.
- C. RIF List: Once the teachers have been selected for suspension, a list will be made available showing the order of recall within each area of certification/license. The Board shall recall members in reverse order of layoff.
- D. Notification: Prior to a RIF, the Board shall give written notice to the Association of its intent to effect a RIF. Such notice shall contain the reason for the RIF and the teacher or teachers who may be initially affected in the District.
- E. Recall:
 1. If a vacancy becomes available, the board shall recall the teacher by giving written notice to the 3 highest teachers on the RIF list. This notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. Written notice of acceptance of re-employment must be post-marked within 15 calendar days from the date of delivery. After August 15 the notice of acceptance must be postmarked within 5 days of receipt of notice. The position will be given to the teacher highest on the list who replies affirmatively to the notice. The above paragraph shall accompany the recall letter.
 2. If a teacher fails to respond affirmatively to a recall notice, his/her name shall be removed from the recall list.
 3. All teachers on the recall list shall be required to notify the board by April 1 if they wish to remain on the recall list for the following school year.
 4. The recall list shall be maintained for 2 school years.
 5. A teacher who is recalled will retain the same seniority, accumulation of sick leave, and salary schedule placement he/she had at the time of layoff.
 6. Until all suspended teachers are recalled, there cannot be hiring from outside in a position that a suspended teacher is qualified to teach.
 7. As each teacher is reinstated, the Board shall notify the Association President in writing.

- F. Compliance with Law: Nothing within this policy shall abridge the board's right to non-renew limited contracts for reasons other than Reduction in Force in accordance with 3319.11 (<http://codes.ohio.gov/orc/3319.11>) of the Revised Code or to utilize the procedures provided by 3319.17 (<http://codes.ohio.gov/orc/3319.17>).

ARTICLE XXXI –SALARY SCHEDULE

- A. Pay will be issued in 24 payments on the 5th and 20th of each month. If the payday falls on a Saturday, then the payment will be made on the Friday before. If the payday falls on a Sunday, then the payment will be made on the Monday after. If the payday falls on a bank holiday, then the payment will be made on the weekday before.
- B. Base Salary

Year	Teachers hired before July 1, 1989	Teachers hired after June 30, 1989 and before July 1, 1998	Teachers hired July 1, 1998 and after
2015-2016	\$36,143	\$35,461	\$35,461
2016-2017	\$36,504	\$35,816	\$35,816
2017-2018	\$36,504	\$35,816	\$35,816

In the 2015-16 school year there shall be a zero percent (0%) increase on the base salary. Bargaining unit members shall be paid a one-time stipend equal to two-and-a-half percent (2.5%) of the bargaining unit member’s annual salary including annuity, longevity and professional growth for the 2015-16 school year. All other items are excluded. The stipend shall be paid on the first work day of December 2015.

In the 2016-17 school year there shall be a one percent (1%) increase on the base salary. Bargaining unit members shall be paid a one-time stipend equal to one-and-a-half percent (1.5%) of the bargaining unit member’s annual salary including annuity, longevity and professional growth for the 2016-17 school year. All other items are excluded. The stipend shall be paid on the first work day of December 2016.

In the 2017-18 school year there shall be a zero percent (0%) increase on the base salary. Bargaining unit members shall be paid a one-time stipend equal to two-and-a-half percent (2.5%) of the bargaining unit member’s base salary including annuity, longevity and professional growth for the 2017-18 school year. All other items are excluded. The stipend shall be paid on the first work day of December 2017.

C. ISG Instructors, Title I, and Supplementals will be increased by the same percentage as the base salary.

	Index A1 (hired before July 1, 1989)	Index A2 (hired after June 30, 1989 and before July 1, 1998)	Index B (hired July 1, 1998 and after)	Index A1 (hired before July 1, 1989)	Index A2 (hired after June 30, 1989 and before July 1, 1998)	Index B (hired July 1, 1998 and after)	Index A1 (hired before July 1, 1989)	Index A2 (hired after June 30, 1989 and before July 1, 1998)	Index B (hired July 1, 1998 and after)
Years Experience	BA	BA	BA	BA 150	BA 150	BA + 15	Masters	Masters	Masters
0	1.000	1.000	1.000	1.046	1.046	1.046	1.094	1.094	1.094
1	1.046	1.046	1.046	1.094	1.094	1.094	1.152	1.152	1.142
2	1.092	1.092	1.092	1.142	1.142	1.142	1.210	1.210	1.190
3	1.138	1.138	1.138	1.190	1.190	1.190	1.268	1.268	1.238
4	1.184	1.184	1.184	1.238	1.238	1.238	1.326	1.326	1.286
5	1.230	1.230	1.230	1.286	1.286	1.286	1.384	1.384	1.334
6	1.278	1.278	1.278	1.344	1.344	1.344	1.452	1.452	1.402
7	1.326	1.326	1.326	1.402	1.402	1.402	1.520	1.520	1.470
8	1.374	1.374	1.374	1.460	1.460	1.460	1.588	1.588	1.538
9	1.422	1.422	1.422	1.518	1.518	1.518	1.656	1.656	1.606
10	1.470	1.470	1.470	1.576	1.576	1.576	1.724	1.724	1.674
11	1.546	1.546	1.546	1.652	1.652	1.644	1.804	1.804	1.742
12	1.622	1.622	1.622	1.728	1.728	1.712	1.884	1.884	1.810
13	1.698	1.698	1.698	1.804	1.804	1.780	1.964	1.964	1.878
15				1.804	1.804	1.810	1.964	1.964	1.918
20				1.804	1.804	1.840	1.964	1.964	1.958
25				1.840	1.840	1.870	1.998	1.998	1.998
30				1.870	1.870	1.870	2.038	2.038	2.038

D. A teacher must notify the central office in writing by July 1st of the school year in which a horizontal move on the salary schedule is to take effect. In order to receive the increase in pay for that school year, a transcript or notification from the college registrar that a transcript will be forthcoming should be in the central office before the beginning of the new school year. Due to possible delays in the arrival of transcripts that are beyond the control of the employee, the deadline may be extended as long as the employee has been in communication with central office personnel with regard to the arrival of the transcript.

1. Courses must be taken in the field of education or in the teacher's teaching field only.
2. Course credit must be earned from an accredited university that is listed in the *Higher Education Directory*.

E. For a teacher to be placed in the BA+15 column, the additional hours must be earned after the acquisition of a bachelor's degree.

- F. A teacher shall acquire one year of credit toward placement on the salary schedule if he/she works a minimum of 120 days. If the teacher works 90 to 119 days, then a year of credit shall be awarded every other year. If the teacher works less than 90 days, then no credit shall be awarded.
- G. A contract stipulating annual salary will be provided to each certified employee.
- H. A teacher equivalency, as specified by ORC 3317.061 (<http://codes.ohio.gov/orc/3317.061>), shall be recognized for salary schedule placement of career technical teachers to whom such regulations apply.

ARTICLE XXXII – SEVERANCE PAY

- A. Severance pay shall be awarded to employees when they go on Regular Service Retirement, according to provisions of ORC 124.39 (<http://codes.ohio.gov/orc/124.39>).
- B. To be eligible for severance pay, the employee must have a minimum of 10 years experience or years of service. The service must be with the State of Ohio or any of its political subdivisions.
- C. Severance pay benefits for a teacher eligible for benefits under this Section who dies while on active status, or on approved leave of absence, shall be paid to the member's life insurance beneficiary.
- D. The maximum number of days allowable by the Perry Board of Education shall be 30% of the unused accumulated sick leave, which may not exceed 78 days for the 2015-16, 2016-17 and 2017-2018 school years.
- E. Severance pay is to be computed in the following manner: Days allowable times the employee's daily rate of pay at the time of retirement equals severance pay. The employee's daily rate of pay will be averaged if the daily rate varies throughout the workweek. The daily rate is the sum of the salary schedule wage, professional growth stipend(s), longevity pay, the department head stipend, and Board paid STRS pick-up of the employee share.
- F. No retirement deductions will be taken from the severance pay. Income tax deductions will be taken from severance pay.
- G. Severance pay will be awarded within the parameters of IRS regulations (provided the employee has complied with Section H of this article). The date of the payment must satisfy the IRS regulations stipulated in Section J of this article.
- H. To authorize the payment of severance, the retiree must present a copy of his/her first retirement check to the Treasurer's office.
- I. Provisions in this policy not permitted by law shall be considered null and void.
- J. If IRS regulations permit, then employees shall be given the opportunity to tax shelter severance pay to a tax sheltered annuity plan. In order to do so, a written request must be submitted to the Treasurer's Office prior to the employee's last day of employment. This payment shall be made within the parameters of IRS regulations (provided the employee has complied with Section H of this article). It is the sole responsibility of the employee to ensure that any of the deferral limits on income as stated in the IRS code have not been exceeded.

ARTICLE XXXIII – SIGNING IN AND OUT

Members of the bargaining unit must sign in and out of their building if they leave the building during the school day. Signing in and out may be accomplished in person at the principal's office or electronically from the individual's classroom computer.

ARTICLE XXXIV – SPECIAL EDUCATION GUIDELINES

The Perry Local Administration and the Perry Classroom Teachers' Association shall work collaboratively to establish Special Education guidelines to be implemented in the 2010-11 school year and subsequent years. Final approval of the guidelines rests with the superintendent. This committee will meet periodically as needed to resolve problems/issues in the special education area, and when necessary, to update the guidelines.

ARTICLE XXXV – SPLIT CLASSES

There shall not be any split classes in the elementary schools. Exceptions may be made by mutual agreement of the teacher involved and the administration.

ARTICLE XXXVI– TEACHER BASED TEAMS GUIDELINES

The Perry Local Administration and the Perry Classroom Teachers' Association have collaboratively established the Teacher Based Teams Guidelines. A committee equally represented by members of the Administration and the Association must approve any changes to these guidelines. The Superintendent shall appoint the committee members representing the Board and the PCTA President shall appoint the committee members representing the Association. Any decisions of the committee shall not supersede other provisions specified within this agreement.

ARTICLE XXXVII – TEACHER OBSERVATION, EVALUATION, NON-RENEWAL, TERMINATION

- A. The Board and Association agree to follow ORC 3319.11 (<http://codes.ohio.gov/orc/3319.11>), ORC 3319.111 (<http://codes.ohio.gov/orc/3319.111>) and ORC 3319.16 (<http://codes.ohio.gov/orc/3319.16>) regarding the observation, evaluation, non-renewal and termination of employees except ORC 3319.11 and ORC 3319.111 shall not apply for any limited contract teacher who has not begun his/her fourth year of service in the district.
- B. Limited contract teachers who have not begun their fourth year of service shall have no right to challenge evaluations and/or non-renewals under ORC 3319.11 or ORC 3319.111 or through the negotiated grievance procedure.
- Limited contract teachers who have begun their fourth year of service and all continuing contract teachers shall have the right to pursue and resolve evaluations and/or non-renewals through the negotiated grievance procedure.
- C. The tool used for the purpose of observation, evaluation, non-renewal, or termination for classroom teachers was created by a team of administration and Association members. This tool will be made available in hard copy form upon request by bargaining unit members. The tool will

also be made available on the district website. This tool will be improved if changes are warranted; however, no changes can be made to any evaluation tool unless mutually agreed upon by the Board and Association.

- D. A teacher shall be entitled to Association representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.
- E. The Evaluation procedures set forth in this agreement follow statutory obligations established under Sections 3319.111 and 3319.12 of the Ohio Revised Code and align to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code. This procedure shall only apply to teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code and spend at least fifty percent (50%) of their time providing student instruction.
 - 1. Teachers will be given one summative evaluation each school year. Each evaluation must include a minimum of two thirty-minute formal observations along with walkthroughs (at least two with a maximum of four). The first evaluation shall be conducted before January 15, and the second shall be completed prior to May 1. The final summative evaluation will be based 50% on performance on state standards and 50% on student growth measures. The final summative evaluation will be delivered to the teacher no later than May 10.
 - 2. Teachers on a one-year contract, or in the final year of a limited contract whom the employer intends to not recommend for renewal of their contract will be given the final summative rating as specified in section 1 of this Article, with the exception that the evaluation must include a minimum of three (3) thirty (30)-minute formal observations along with at least two (2) walkthroughs.
 - 3. Teachers who received a rating of “accomplished” on their most recent evaluation and who are not on a one-year contract or in the final year of a multi-year limited contract and received a student growth measure score of average or higher will be evaluated according to the process set forth in this Article every three (3) years.

Teachers who received a rating of “skilled” on their most recent evaluation and who are not on a one-year contract or in the final year of a multi-year limited contract and received a student growth measure score of average or higher will be evaluated according to the process set forth in this Article every two (2) years.

In any year in which a teacher who has been formally evaluated as a result of having previously received a rating of accomplished or skilled, a credentialed evaluator shall conduct at least one (1) observation of the teacher and hold at least one (1) conference with the teacher.

A formal evaluation shall not be conducted for any teacher who was on leave for 50 percent or more of the school year or has submitted notice of retirement on or before Dec. 1 of the school year.

Absent extenuating circumstances or by mutual agreement between teacher and evaluator, a post-observation conference shall be held within 15 workdays following the final thirty (30)-minute formal observation during which areas of reinforcement and refinement shall be discussed.

- 4. Formal observations shall not be scheduled the first or last week of school or the day before or after a holiday.

5. If a teacher is rated ineffective, an Improvement Plan noting a desired level of performance, including a specific plan of action, supports, as well as opportunities for professional development shall be given in writing and will be provided to the teacher.
 - a. A follow-up observation will be held to assess the teacher's progress as contained in the Improvement Plan.
 - b. Absent extenuating circumstances or by mutual agreement between teacher and evaluator, an Improvement Plan conference will be held within 10 workdays after this follow-up observation to discuss improvements and continuing deficiencies. Due dates for desired level of performance shall be noted on the Improvement Plan.
6. Poorly Performing Teachers shall be defined as a teacher who continues to receive an overall summative rating of ineffective after receiving an ineffective rating for a period of no less than two out of the last three years and who takes the written examinations required pursuant to section 3319.58 of the Ohio Revised Code and who completes an improvement plan during the subsequent school year.

Beginning with the 2016-17 school year, teachers who received an "ineffective" rating on their final summative evaluation for two of the three most recent school years must take written examinations of content knowledge selected by the Ohio Department of Education.
7. Nothing shall be added to an evaluation that has not been discussed with the person being evaluated.
8. The final summative evaluation form shall be signed by the evaluator. The form should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed in the personnel file. However, the teacher's signature should not be construed as evidence that the teacher agrees with the content of the evaluation report.
9. The teacher shall have the right to make a written response to the evaluation which shall be attached to the evaluation report and placed in the teacher's personnel file. This right must be exercised within thirty (30) days of receipt of the summative evaluation. A copy signed by both parties shall be retained by the teacher. The evaluator's signature shall be construed as evidence of the evaluator's knowledge of such rebuttal.
10. The Evaluation Forms will be the only forms used in the formal evaluation process.
11. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three (3) evaluation cycles have been completed and include at least three (3) consecutive years of student growth data.
12. The Association and the Board agree to establish a standing joint evaluation committee for the purpose of establishing policy, procedure and processes, including the Student Growth Measures and the evaluation instruments for the evaluation of teachers in the District and to regularly review the effectiveness of said factors of the evaluation of teachers in the District.
13. The OTES committee shall be comprised of no more than five (5) association members appointed by the Association President and five (5) members appointed by the Superintendent and/or designee.

14. The Association and the Board agree to establish a standing joint committee for the sole purpose of assessing, reviewing, and approving the many facets of SGMs and providing professional development on SGMs for the employees of Perry Local Schools.
15. The SLO committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
16. The SLO committee shall consist of teachers and administrators representing elementary schools, the intermediate school, the middle school, high school, and the specialty areas within the District.
17. Any committee work performed outside of the contractual work day shall be paid at the ISG base rate.
18. An evaluator must be a full-time, credentialed contracted employee of the Perry Local School District unless waived by the teacher. Every effort will be made for teachers to be evaluated by their building administrator(s).
19. After the first observation, the teacher may request that another evaluator be assigned by the Superintendent to conduct the second observation. The request must be directed to the principal who will present the request to the Superintendent. The Superintendent will use his/her discretion in providing a second evaluator, if any. If a second evaluator is brought in per the above, any contract recommendation shall reflect all observations and evaluations.
20. Each traveling teacher shall be assigned to only one administrator for the purpose of the evaluation procedure. The administrator may seek input from other administrator(s) (in whose building(s) said traveling bargaining unit member is assigned during the school year) in making the evaluation. Any said input shall be provided to the bargaining unit member as part of the evaluation process.
21. When utilizing vendor assessments to construct SGMs, all related materials shall be purchased, and all affected staff shall be trained on utilization and other considerations by September 15.
22. The submission date for all SLOs (year-long and semester classes) shall be announced by the first student day of the school year.
23. The SLO committee shall review, approve, reject, and return all submitted yearlong SLOs within twenty (20) work days of the announced submission date. The SLO committee shall review, approve, reject, and return all submitted semester course SLOs within ten (10) work days of the announced submission date.
24. When determining the SGM:
 1. Students who are absent forty-five (45) days of school shall not be included in the value-added data.
 2. Students who are absent forty-five (45) days and/or class periods will not be included in the locally determined data.
25. SGM-driven professional growth and improvement plans shall be developed as follows:
 1. Teachers receiving most effective and above average student levels of growth shall develop a plan for continuing professional growth.

2. Teachers receiving average student levels of growth shall develop a professional growth plan collaboratively with the credentialed evaluators.
 3. Teachers receiving below or approaching average student expected levels of growth shall develop an SGM-driven improvement plan with their credentialed evaluators.
 4. In the event that a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a mutually agreed teacher/administrator team of the district to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.
26. The Superintendent shall annually file a report to the Department of Education including only the following information: the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by teacher preparation programs and the years in which the teachers graduated. All other information and documents obtained through the evaluation process shall be stored and maintained by district.
 27. Seniority shall not be the basis for making retention decisions, except when choosing between teachers who have comparable ratings. Teachers who are designated as Accomplished, Skilled, or Developing shall be considered comparable. In no instance shall Ineffective be comparable.
 28. Any decisions to change or in any way alter the provisions set forth in this Article shall be obtained by mutual agreement from the evaluation committee and then ratified by both the Association and the Board through a Memorandum of Understanding.
 29. In the event of legislative action by the Ohio General Assembly or action by the Ohio Department of Education that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement. The implications of changes made to the Ohio Revised Code regarding evaluation may be bargained without opening the entire negotiated agreement. In the event of any legislative or ODE changes only those articles that are affected shall be amended.

ARTICLE XXXVIII – VACANCIES AND TRANSFERS

- A. The Board and Association agree that it is the sole responsibility of the administration to place the best possible staff member in each position throughout the district. Therefore, each building administrator has the right to determine the subject(s), course(s), and grade level(s) that each staff member in his/her building is assigned.
- B. All retirements, resignations, and non-renewals shall be communicated through the Board agenda. If an opening exists after all staff members in a building are assigned, then that position must be communicated to all bargaining members by sending a general e-mail to all users. All administrative openings, supplemental openings, and newly created positions must also be communicated in similar manner. Leave of absence positions and openings that occur from August 1 to the end of the fifth (5th) student contact day do not need to be posted.

A position is defined by the certification/license required for the position and the building(s) in which the job is housed. The posting should identify the assignment whenever possible. For instance, it should state "Whipple fourth grade" or "PHS social studies." The specifics of the assignment (e.g. which courses taught) do not have to be identified on the posting.

- C. Bargaining unit members applying for a posted opening should submit a Position Interest Form (PIF) to the superintendent or designee within 5 days of the posting. The PIF will serve as the letter of intent. Members may be granted an interview with the superintendent or his/her designee before the position is filled.
- D. A teacher may withdraw a request for transfer anytime prior to the actual notice of transfer.
- E. The administration will advise candidates of the outcome as soon as possible following selection of a candidate for a given position. If so requested, a post conference may be arranged by the applicant to discuss with the superintendent or his/her designee reasons for the applicant's rejection.
- F. A transfer between buildings, any change of assignment at the elementary level, or a significant reassignment within the same building that is initiated by the administration will be made only after a meeting between the affected teacher and the Superintendent or his/her designee.

ARTICLE XXXIX – EFFECTS OF THE AGREEMENT

- A. All items shall be in effect for 3 years, from June 30, 2015, and remain in effect until June 30, 2018.
- B. Negotiations shall be pursued as per the Negotiation and Recognition Procedure herein.
- C. If any provision of this document or any application of the document to any certified person or persons shall be found contrary to law in a manner not permitted by ORC 4117 (<http://codes.ohio.gov/orc/4117>), then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force. The parties shall meet within 10 days of a request by either party to determine the extent, if any, to which changes must be made. The Board cannot reduce, negotiate, or delegate its legal responsibilities.
- D. These agreements shall be the basis from which future negotiations shall proceed, and if any item is not changed through future negotiations, it shall be carried forward, in writing, to each future Agreement.
- E. If during the term of this Agreement the Board is required by law to negotiate mid-term on terms and conditions of employment, then the parties will meet to negotiate within 30 days.

When impasse is reached over items not contained in the contract, the Board may implement its last best offer. The Board is not required to participate in the dispute resolution process prior to Board implementation.

The parties have authorized their representatives to sign below.

For the Association

Kelli Green
PCTA President

Jodi Spencella
Negotiator

Michael E. Lambacher
Negotiator

William E. Vigna
Negotiator

John C. Hughes
Negotiator

For the Board of Education

Bobby Chern
Board of Education President

M. J. B...
Superintendent

Tom Ryan
Negotiator

J. Bant...
Negotiator

Deanne S. Goodberger
Negotiator