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Agreement between

Loudonville-Perrysville Exempted Village
Board of Education

and

Ohio Association of Public School Employees
Local 245

August 1, 2015 – July 31, 2018

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This Agreement, effective the 1st day of August 2015 through July 31, 2018, by and between the Loudonville-Perrysville Board of Education, hereinafter referred to as the “Board” and the Ohio Association of Public School Employees, Local 245, referred to as “OAPSE” or “Association.”

ARTICLE 1 – NEGOTIATIONS AGREEMENT

- A. This Agreement with respect to the recognition set forth in this item is for three years commencing August 1, 2015, and terminating July 31, 2018, and is between the Loudonville-Perrysville Board of Education and the secretaries, cooks, aides, maintenance/custodians, and transportation personnel of the Loudonville-Perrysville Exempted Village School District. The Board recognizes Local #245 of the Ohio Association of Public School Employees, American Federation of State, County, and Municipal Employees, AFL-CIO as the sole exclusive bargaining agent and representative for these employees, excluding Supervisors, the Assistant to the Treasurer, and the Superintendent’s secretary, for the purpose of collective bargaining with respect to wages, fringe benefits and working conditions.
- B. The final agreement will be signed by both parties but the final agreement will not be binding until ratified and adopted by OAPSE and the Board.
- C. Within 60 days after this Contract is signed, and whenever subsequent revision(s) or amendments are made, ten (10) copies shall be printed at the Board’s expense and distributed to the Association. Each member shall receive a copy upon employment. The contract shall be made available on the District website.
- D. Either team may utilize the assistance of up to two (2) consultants, as it deems necessary, at any session to assist the process. Cost of such consultants shall be borne by the party utilizing the consultants.
- E. All parties are obligated to deal openly and fairly with each other on all matters and to conduct such negotiations in “good faith,” but such obligation does not compel either party to agree to a proposal or require the making of a concession.
- F. Negotiations in closed session. All negotiating sessions shall be in closed session, meaning; only member of the teams, third party consultants as provided in this procedure, and others as mutually agreed to between the teams, shall be in the room in which the negotiation session is being held.
- G. Either team may call for a caucus during the negotiating session. A caucus shall be for a period of not more than thirty (30) minutes unless otherwise mutually agreed to.
- H. The Board and the association agree to provide the other, upon request, pertinent information to areas that are the proper subject of negotiation. The requesting party shall be responsible for the cost of such information.

- I. Each team is responsible for making periodic progress reports to the respective party they represent during negotiations. Said teams shall be accountable for the accuracy of this information. The Board may communicate with its employees at any time. The association may communicate with the Board at any time. However, negotiations shall be conducted only between the negotiating teams as set forth in paragraph F of this negotiation agreement.
- J. As items are negotiated and agreement reached, said items shall be reduced to writing and signed by a representative of each team. The entire negotiations process, however, shall be on an entire “package agreement” concept.
- K. The initial session, and all future sessions, shall not adjourn until a time, place and date have been established for the next negotiation session.
- L. IMPASSE: If an impasse develops between the negotiating teams, either or both parties may declare impasse. If impasse is declared by either party, the parties shall jointly request a mediator from the Federal Mediation and Conciliation Service.

ARTICLE 2 – SCOPE CLAUSE

This agreement shall constitute the full and complete agreement between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement after ratification by Local 245 and the Board of Education.

This agreement shall supersede any practices of the Board, which shall be contrary to or inconsistent with its terms.

The parties agree that all negotiable items have been discussed during negotiations leading to this agreement, and therefore, agree that negotiations will not be reopened on any item whether contained herein or not, during the life of this agreement, except as specifically provided herein.

ARTICLE 3 – ASSOCIATION PRIVILEGES

- A. OAPSE has the privilege to use school buildings for meetings during non-school hours, upon approval of the building principal and as long as these meetings do not interfere with the normal operation of the schools.
- B. OAPSE has the privilege to use board owned computers and email in accordance with the District’s Acceptable Use Policy, as well as interschool mail and copying machines during non-school hours upon the approval of the Superintendent of Schools and so long as OAPSE pays for the cost of the materials.

- C. OAPSE members may authorize payroll deductions for OAPSE dues upon signing the appropriate form and submitting it to the Treasurer of the Board, but no such payroll deduction shall be used for political purposes.

The association agrees to hold the Board harmless from any and all damages and liabilities which may be sustained or which may arise as a result of making the dues deductions called for in this section.

Employees who desire payroll deduction for purpose of membership in OAPSE, Local 245, shall notify the Loudonville-Perrysville Treasurer. Newly hired bargaining unit members shall notify the Treasurer within thirty (30) calendar days of employment by the Board.

The Board agrees to the inclusion of Fair Share Fee in the contract for those bargaining unit members who do not join OAPSE Local 245.

Payroll deduction of such fair share fees shall commence on the first pay date, which occurs on or after January 15 annually. In the case of bargaining unit members newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after January 15.

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09C of the Ohio Revised Code.

The Association shall indemnify the Board for any costs associated with the Board's compliance with the fair share fee provisions of this contract. This shall include any litigation costs. The Association reserves the right to designate counsel to represent and defend the Employer. However, this provision shall not prevent the Employer from employing its own counsel, at its own expense, to assist in such representation. Furthermore, the Association agrees that counsel it designates to represent the Employer shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the Association impose such representation upon the Employer as this will create or foster a conflict of interest.

- D. AFSCME PEOPLE

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee no later than October 1 and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deduction has been made and the amount deducted during the period covered by the remittance.

ARTICLE 4 – GRIEVANCE PROCEDURE

DEFINITION OF GRIEVANCE – a grievance is an alleged violation of a specific article or section of this agreement.

For this article, “school days” shall be defined as days between Monday and Friday excluding holidays as listed in Article 6, paragraph 1 and calamity days.

The bargaining unit member shall have the right to representation only by OAPSE Local 245 at any step of this grievance procedure.

PROCEDURE-STEP ONE: INFORMAL: Within fifteen (15) school days of the time the grievance incident occurs, the employee will present the grievance to his/her supervisor. Within five (5) school days after this presentation, the supervisor shall give his/her answer to the employee.

PROCEDURE-STEP TWO:

- A. Within five (5) school days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and lodged with the supervisor.
- B. The written statement shall name the employee involved, state the facts giving rise to the grievance, identify by reference all provisions of the “agreement” alleged to be violated, state the contention of the employee, and indicate the specific relief requested.
- C. Within five (5) school days after this presentation, the supervisor shall communicate his/her answer in writing to the grievant.

PROCEDURE-STEP THREE:

- A. If the grievance is not resolved in Step Two, the grievant shall within ten (10) school days of receipt of supervisor’s answer, submit to the Superintendent a written statement (“Statement of Grievance to the Superintendent”) A copy shall be given to the supervisor involved.
- B. After considering the facts involved, the Superintendent shall give the grievant an answer in writing within ten (10) school days.

PROCEDURE-STEP FOUR:

- A. If not satisfied with the written response received from the Superintendent, the employee(s)/Union shall, within 10 working days after receiving the decision of the Superintendent, appeal this decision to the Board. This appeal shall be in writing and accompanied by a copy of the decisions in Steps Two and Three.

- 1. No later than 20 working days after receiving the appeal, the Board shall meet with

the grievant in executive session to hear the grievance. OAPSE may present the grievance to the Board in the absence of the grievant.

2. After hearing the appeal by the grievant and/or considering the circumstances involved, the Board shall communicate its decision in writing to the grievant. This decision shall be rendered within five working days if a hearing takes place, and within 20 working days of receipt of the appeal if said hearing is waived.

3. At the Board hearing the grievant may not present any material, allegations, or remedy that was not presented in Step Three.

PROCEDURE-STEP FIVE:

A. Mediation: If not satisfied with the written response received from the Board, the employee(s)/Union shall, within fifteen (15) school days after receipt of that written response, request mediation. If the employee(s)/Union opt to pursue mediation, the Union shall contact the Superintendent to attempt to agree on an FMCS mediator. If unable to agree, the Union shall request the FMCS to appoint a mediator to mediate the grievance. The parties will hold a mediation session as soon as practicable following selection of a mediator.

PROCEDURE-STEP SIX:

A. If the grievance is not resolved in Step Five, the Union may demand arbitration within ten (10) school days after failing to settle the grievance as outlined in Step Five. The Union shall submit the grievance to the Federal Mediation and Conciliation Service within ten (10) schools days' time limit. An arbitrator will be chosen.

Any Arbitrator selected shall have only the functions set forth herein. The fees and approved expenses of an arbitrator will be paid by the parties equally.

Withdrawal of cases:

1. The case may be withdrawn by either party who submitted it to Arbitration, in which case it will be settled on the basis of the last answer of the party.
2. The decision of the Arbitrator shall be final and binding and shall, as circumstances permit, be implemented within fifteen (15) school days after the award has been given.

ARTICLE 5 – MILEAGE

All classified personnel shall be paid at the current IRS rate for authorized use of private vehicles used to conduct school business as determined by the Superintendent or his designee.

ARTICLE 6 – HOLIDAYS

July 4, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Good Friday, and Memorial Day. These apply to 11 or 12-month employees only.

For employees working less than 11 months: Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, Good Friday and Memorial Day.

An employee is entitled to pay for the holidays listed, provided he/she accrued earnings on the next preceding and next following scheduled work days before and after such holiday, or was properly excused from attendance at work on either or both of those days.

If a holiday falls on Saturday or Sunday, the employee shall be given either the previous Friday or the following Monday off at the discretion of the Board of Education.

If any employee is required to work on any holiday, he/she shall either be paid at the rate of one and one-half (1-1/2) times his/her hourly equivalent or be granted compensatory time off at the rate of one and one half (1-1/2) times his/her regular hours, at the discretion of the Superintendent. Such time shall be in addition to the holiday pay.

Holidays (and calamity days) shall be counted as work days for employees in considering overtime. The employee shall be credited with the regular number of hours he/she would have worked had there been no holiday.

Twelve month employees will be given one-half (1/2) day off before Christmas and one-half (1/2) day off before New Year's Day.

Personnel required to work when school is not in session may use one-half (1/2) day personal leave the day prior to Christmas Day and New Year's Day or work four (4) nine-hour work days prior to Christmas Day and New Year's Day or work one (1) full day on Christmas Eve or New Year's Eve to get one (1) of the full days off.

ARTICLE 7 – VACATIONS

All vacations must have the approval of the immediate supervisor and Superintendent of Schools.

Each full-time classified employee after service of one calendar year with the Board of Education shall be entitled, during each year thereafter, to vacation leave with full pay for minimum of two (2) calendar weeks, excluding legal holidays. These same employees continuing in the employ of the Board for ten (10) or more years of service shall be entitled to

vacation leave with full pay for minimum of three (3) calendar weeks. Employees with fifteen (15), or more, years of service shall be entitled to vacation leave with pay, as follows:

- 15 years – 16 days vacation
- 16 years – 17 days vacation
- 17 years – 18 days vacation
- 18 years – 19 days vacation
- 19 years – 20 days vacation

Custodians may take ten (10) days of their earned vacation during the time school is in session. All other vacation will be taken when school is not in session.

Full-time employees may accumulate vacation time to the extent of no more than five (5) weeks continuous vacation in any given year. Only one week of vacation may be carried over.

**ARTICLE 8 – HEALTH INSURANCE
(Hospital Surgical/Major/Medical/Prescription Drug/Vision)**

A. There shall be two tiers for single and family plan insurance based on the number of hours worked, with the Board paying its share of the premium as detailed below:

Effective August 1, 2015:

- | | |
|------------------------------------|---|
| 6 or more contracted hours/day: | Board pays 92.5%, Employee pays 7.5% (pre-tax) |
| 4.01-5.99 contracted hours/day: | Board pays 83.5%, Employee pays 16.5% (pre-tax) |
| 4.00 contracted hours or less/day: | Employees shall not be eligible |

Effective August 1, 2016:

- | | |
|------------------------------------|---|
| 6 or more contracted hours/day: | Board pays 92%, Employee pays 8% (pre-tax) |
| 4.01-5.99 contracted hours/day: | Board pays 83%, Employee pays 17% (pre-tax) |
| 4.00 contracted hours or less/day: | Employees shall not be eligible |

Effective August 1, 2017:

- | | |
|------------------------------------|---|
| 6 or more contracted hours/day: | Board pays 91.5%, Employee pays 8.5% (pre-tax) |
| 4.01-5.99 contracted hours/day: | Board pays 82.5%, Employee pays 17.5% (pre-tax) |
| 4.00 contracted hours or less/day: | Employees shall not be eligible |

The current 3.5 hour/day member on a single plan shall be grandfathered in as eligible for single plan insurance at the first tier level above.

For insurance purposes only, a full-time bus driver is defined as a driver who drives an AM and a PM route.

For Bus Drivers only: The tiered formula shall be based on the number of hours actually paid from July 1 through June 30 divided by the number of contracted days. The same methodology shall be used for each subsequent year. Bus Drivers working between 3.01 hours/day and 5.99 hours/day shall be eligible for health insurance at the second tier, above.

Newly hired bus drivers electing coverage shall be entitled to coverage at the applicable second tier, above, until the first base period of July 1 through June 30 is completed, at which time that base period shall determine the tier of coverage.

B. As of January 1, 2014, prescription drug co-pays shall be:

	<u>30-Day</u>	<u>90-Day mail order</u>
Generic	\$15	\$25
Preferred	\$25	\$45
Non-Preferred	\$35	\$65

C. The insurance plan of benefits is found in Appendix A of this agreement.

D. Flexible Spending Accounts (FSAs) shall be established by the Board of Education for all eligible members of the bargaining unit who opt to enroll in the health insurance plan. Employees on single benefit coverage will receive \$200 in each year of this Agreement. Employees on family benefit coverage will receive \$300 in each year of this Agreement. The FSA period shall run from January 1 through December 31. The FSA plan shall meet all requirements of the Internal Revenue Code and federal law.

E. Employees shall have the option not to enroll in the health insurance plan (including Hospital/Surgical/Major/Prescription Drug/Vision). Employees who opt not to enroll in all parts of the health insurance plan will receive an annual payment of \$1,500.00. Employees must notify the Treasurer in writing of his/her intention by December 15 of each year. Employees who choose to take this option will be paid in a yearly one-lump sum by the second pay in January of the following year. No opt-out incentive will be paid to an employee for the purchase of insurance from an exchange.

ARTICLE 9 – DENTAL INSURANCE

The Board shall provide dental insurance coverage for members of the bargaining unit who choose to participate and their eligible dependents.

Dental insurance premiums will be paid according to the manner set forth in Article 8 (B and D).

ARTICLE 10 – LIFE INSURANCE

The Board shall provide each member of the bargaining unit with a term life insurance policy providing for a death benefit of \$36,000 and an additional benefit of \$36,000 based upon accidental death and dismemberment coverage.

Bargaining unit members may purchase additional life insurance coverage at the group rate through payroll deduction provided the insurance company will permit additional purchases.

ARTICLE 11 – SICK LEAVE

A. Each person who is employed by the Loudonville-Perrysville Board of Education shall be entitled to fifteen (15) sick leave days with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month. Employees may use sick leave, upon notification by telephone to the Superintendent’s office or designee, for absence due to medical appointments, illness, injury, disability due to pregnancy, exposure to contagious diseases which could be communicated to other employees, illness or death in the immediate family, death of a close relative, or adoption of a child of the age of six (6) years or younger. The Superintendent may require verification of conditions from whatever source the Superintendent considers a competent authority. Those regular employees who render part-time, seasonal, per diem or hourly service shall be entitled to sick leave for the hours actually worked at the same rate as that granted full-time employee herein.

Sick leave shall be taken in quarterly increments:

5 Hour

1 up to 1-1/4 hrs.	¼ Day
over 1-1/4 up to 2-1/2 hrs	½ Day
over 2-1/2 up to 3-3/4 hrs	¾ Day
over 3-3/4 up to 5 hrs	1 Day

6 Hour

1 up to 1-1/2 hrs.	¼ Day
over 1-1/2 up to 3 hrs	½ Day
over 3 up to 4-1/2 hrs.	¾ Day
over 4-1/2 hrs.	1 Day

7 Hour

1 up to 1-3/4 hrs.	¼ Day
over 1-3/4 up to 3-1/2 hrs.	½ Day
over 3-1/2 up to 5-1/4 hrs.	¾ Day
over 5-1/4 hrs.	1 Day

8 Hour

1 up to 2 hrs.	¼ Day
over 2 up to 4 hrs	½ Day
over 4 up to 6 hrs.	¾ Day
over 6 hrs.	1 Day

Sick leave shall be cumulative to 260 workdays.

The term “immediate family” shall include: father, mother, stepparent, husband, wife, child, stepchild, sister, brother, grandchild, grandparent, parent-in-law, son/daughter-in-law and any person living in the same household.

The term “close relative” shall include: brother-in-law, sister-in-law, aunt, uncle, niece and nephew.

A newly hired full-time classified employee shall be advanced five (5) days sick leave; however, maximum annual accumulation shall be fifteen (15) days.

B. Family Medical Leave

An employee who is working for the district is eligible for FMLA leave during a twelve (12) month period. FMLA shall be without pay unless the employee is using accrued sick leave. The twelve (12) month period shall be September 1 through August 31 of each calendar year. An employee may take FMLA leave pursuant to the provisions of the Family Medical Leave Act of 1993 and its subsequent amendments.

The Board will require an employee to use accrued sick leave for the purposes of FMLA.

C. Status if FMLA and Sick Leave are Exhausted

If an employee is ill or disabled and has exhausted his FMLA and all accumulated sick leave and is not entitled to further advancement of sick leave under board policy, said employee will be requested to furnish a statement from an attending physician, stating the reason and the amount of time the employee will be absent from work because of illness, or disability.

Upon receipt of a written request to be placed on a leave of absence, the Board of Education may approve a disability leave of absence or an unpaid leave of absence for a period of time identified by the Board, but not to exceed two (2) years. During such an unpaid leave of absence, all applicable insurance benefits shall be administered through COBRA.

Additionally, the Board shall advance sick leave to any employee who has exhausted his accumulated sick leave or is newly hired and has no accumulation. Such advancement shall be for a period of five days and is charged against the employee's subsequent accumulation.

The Board may place an employee on leave involuntarily, if the employee is ill or disabled and exhausted his accumulated sick leave. The employee is entitled to a hearing on the granting, or renewal, or involuntary leave in accordance with Section 3319.081 of the Ohio Revised Code.

ARTICLE 12 – WORKERS' COMPENSATION

- A. An injury incurred while performing assigned responsibilities will immediately be reported to the injured employee's immediate supervisor and an application will be filed with the Bureau of Workers' Compensation/Managed Care Organization (BWC/MCO) within seven (7) working days.

- B. If time off the regularly scheduled assignment is necessary due to the allowed condition(s) in the employee's claim, as certified by the treating physician, the following will take place to determine whether the employee qualifies for light duty.
1. Before any employee is permitted to perform light duty work any classification, due to industrial injury, the employee will be required to undergo a physical examination by an occupational physician. In addition, this occupational physician will evaluate all jobs to determine which classification(s) would be appropriate for the injured employee.
 2. The employee and management will work cooperatively in this temporary reassignment and in finding a light duty position for which the employee is otherwise qualified. Before the light duty assignment becomes effective, the Superintendent will review the assignment. An employee may move from one temporary reassignment to another temporary reassignment as his/her medical condition improves, and he/she is able to perform other duties not previously approved, as certified by an occupational physician. This option may give the employee a more progressive venue for rehabilitation.
 3. While the employee is assigned to another classification, the procedures under Article 25 will govern the filling of the employee's regular assignment. The parties agree that it is not the intent of this section to displace another bargaining unit member during this transition to work period.
 4. The employee, once placed into the light duty job, will be expected to perform the job responsibilities as if it were his/her regular position. If the employee is unsuccessful in performing those responsibilities, the employee and management will continue to collaborate to find an appropriate light duty position for which the employee is qualified.
 5. The affected employee will be paid at his/her regular hourly rate while in the temporary assignment of another classification due to the reassignment for the purpose of light duty.

ARTICLE 13 – PERSONAL LEAVE

- A. An employee may be absent from duty without loss of pay for up to three (3) days during a contract year. Except in emergencies, a written notice of intended absence shall be submitted to the principal or immediate supervisor at least forty-eight (48) hours prior to the expected absence. No specific reason for such personal leave shall be required or solicited. Employees shall be able to take personal days in quarter ($\frac{1}{4}$) day increments excluding bus drivers who do not hold more than one position.
- B. New twelve-month employees who work less than a full school year will be credited one (1) personal leave day for each ninety (90) days worked, to a maximum of three (3) days.

New less than twelve-month employees who work less than full school year will be credited with one (1) personal leave day for each sixty (60) days worked, to a maximum of three (3) days. The notice requirements in section (A) shall apply.

- C. Except in emergencies, personal leave will not be granted in the day before, or the day after a holiday, vacation, in-service day, or during the first week and last three (3) weeks of school. No more than ten (10) members may be absent on any one day.
- D. If an employee does not use one (1) or two (2) of the three (3) days of personal leave, the one (1) or two (2) unused days shall be carried over for use the next year or the employee shall be paid the substitute hourly rate of their classification. The choice of carryover or payment is that of the employee. The maximum carryover or cash out is limited to two (2) days per year.

ARTICLE 14 – PROFESSIONAL MEETINGS AND TRIPS

Professional meetings are defined as meetings, workshops or conferences designed to improve the competency and performance of the participant in his/her field.

- A. Requests for attendance at professional meetings within the state and for no longer than three (3) days shall be submitted on the appropriate form to the principal or immediate supervisor, who will approve or disapprove and forward the request to the Superintendent of schools. The Superintendent will then approve or disapprove the request on the relative merits, potential worth to the school district, and the availability of funds.
- B. Requests for attendance at out-of-state conferences and professional meetings lasting longer than three (3) days will be submitted on the appropriate form one (1) month prior to the date requested.
- C. Reasonable reimbursement shall be made upon completion of the proper form requesting same, the submission of receipts, and approval of the Superintendent.
- D. General Conditions
 - 1. Meetings must be applicable to member's area of current assignment.
- E. Reimbursement Allocations

When professional leave is approved the following reimbursements shall apply:

- 1. Lodging: A maximum of \$80.00 per night
- 2. Meals: \$30.00 per day maximum
- 3. Mileage: At the current IRS rate, up to a radius of 750 miles

ARTICLE 15 – JURY DUTY

Employees may be absent for jury duty. Notice shall be given to the Superintendent, or his designee, in advance of such absence. The Board shall pay an employee the difference between jury pay and the employee's regular salary.

ARTICLE 16 – COURT LEAVE

Subject to the approval of the Superintendent, paid court leave of up to five (5) days may be granted when a classified employee is subpoenaed for a court of the United States, State of Ohio, or any other political subdivision. Court leave may be utilized by no more than three (3) classified personnel at any one particular time.

ARTICLE 17 – CALAMITY DAYS

A calamity day is defined as a scheduled school day in the school calendar during which all classes in the school district are cancelled due to weather or other emergency conditions.

All classified personnel in the bargaining unit will be paid at their regular rate for their daily contract hours whether they are required to work or not. *It is agreed that only AM, Mid-day, and PM Routes will be paid on Calamity Days.*

Classified employees may be required to work on a calamity day by their immediate supervisor, principal, or Superintendent. In addition to their regular pay as set forth in the preceding paragraph, said employees shall be given compensatory time off at a rate of one day off (compensatory time) for one day worked. The utilization of said compensatory time off shall be subject to the approval of the immediate supervisor, principal, or Superintendent. No classified employee shall refuse to work on a calamity day if required to do so by the immediate supervisor, principal, or Superintendent.

The employer shall institute a system to notify employees by phone when school has been delayed or cancelled. An employee who is not notified of a delay or cancellation and reports to work at his/her regularly scheduled time shall be paid two (2) hours show-up time in addition to his/her regular calamity day pay.

Employees in the cafeteria who report to work at their regular scheduled start time on a two hour delay shall be granted compensatory time off equal to the delay time in addition to their regular scheduled rate of pay.

ARTICLE 18 – SEVERANCE PAY

The Board of Education will pay to employees who are eligible for retirement payments under State Employees Retirement System (SERS), who are retiring directly from employment in the

Loudonville-Perrysville Exempted Village School District, severance pay based on employee's rate of pay at the time of retirement, not to exceed a maximum of sixty-five (65) days. Such payment shall be made only once to any employee. Payment for sick leave, on this basis, shall be considered to eliminate all sick leave accrued by the employee at that time.

As provided by law, an employee who has at least ten (10) years service credit may elect to be paid cash for one-fourth (1/4), to a maximum of sixty-five (65), the value of his accrued, but unused sick leave. This payment is to be made upon evidence of approval of retirement benefits by the appropriate retirement system and verification from the employee that the first check has been received. Payment will not, however, be made at the time of any employee's resignation from the Board of Education prior to settlement. The above payments shall be exempt from deductions, except as provided by law.

ARTICLE 19 – COMPENSATION

- A. All classified employees shall be paid on a bi-weekly basis, to-wit: every other Friday. Salaries will be paid over twenty-six (26) equal pays.
- B. Salary payments shall be made by means of direct deposit for all bargaining unit members.

Every seven (7) years or so, an every other Friday payment system will require having one (1) three-week (3-week) pay period.

- C. Salary schedules are enclosed in the Appendix of this agreement, and incorporated herein by reference. Effective with the 2015-2016 school year, a 1.5% increase shall be applied to the base pay compared to the 2014-2015 school year (excluding Mechanic, JVS & Ashland Route, Shuttle Route, and Field Trips). Effective with the 2016-2017 school year, a 1.5% increase shall be applied to the base pay compared to the 2015-2016 school year (excluding Mechanic, JVS & Ashland Route, Shuttle Route, and Field Trips). Effective with the 2017-2018 school year, a 1.5% increase shall be applied to the base pay compared to the 2016-2017 school year (excluding Mechanic, JVS & Ashland Route, Shuttle Route, and Field Trips).
- D. The Salary Schedule of this Agreement shall be in effect for the duration of this Agreement.
- E. The Board shall pay the total cost of FBI and BCI checks from a Board-approved provider whose results allow the bargaining unit member to remain employed. The form for pre-approval and reimbursement shall be completed by the employee.
- F. The Board shall pay the cost of bus drivers' recertification.

ARTICLE 20 – TRANSPORTATION

- A. Extra bus trips and other activities will pay drivers at the current field trip rate per hour with a minimum of two hours per trip. A minimum of two hour's pay will be paid for show up time if field trip is cancelled after the driver has arrived at the bus garage or school. Bus drivers will be paid their hourly rate for emergency trips, which they agree to take when another bus breaks down during a regular run.

For an overnight trip, the driver shall be paid at the hourly rate specified above only for all driving time. Expenses incurred on such a trip shall be paid pursuant to Board policy.

- B. The Superintendent and/or his designee will ride the bus for special needs students each year to make determinations about the route, i.e. correct number of hours to be paid, other supervisory decisions and directives.
- C. In order for drivers to help keep students safe, the drivers shall have access to the 'emergency medical forms' for students riding their bus. Efforts will be made to maintain confidentiality of these forms.
- D. Drivers shall be paid for time spent in all conferences regarding riders on their bus. Any time spent at conferences outside of the drivers' contracted workday shall be documented on a timesheet.

ARTICLE 21 – JOB DESCRIPTIONS

No employee shall be required to work outside of his/her job classification unless he/she agrees to do so. All job descriptions are to be reviewed by the supervisor and the employee at the start of each contract year, or when the employee actually begins work. The Superintendent shall have final determination as to contents of job descriptions.

The employee's supervisor and the Superintendent shall provide an up to date job description for each employee at the beginning of each contract year.

The Board shall establish a job description committee. The committee shall be composed of an equal number of administrators and bargaining unit members. The bargaining unit committee members shall rotate so that each classification is represented during the time in which that job description is being reviewed. The purpose of the committee shall be to review and update all job descriptions and to provide final recommendations to the Board. Changes to job descriptions shall be reviewed and approved by the Board.

ARTICLE 22 – EMPLOYEE EVALUATION

Each bargaining unit member shall be annually evaluated by his/her immediate supervisor. The evaluation shall be completed by April 1 of each year.

ARTICLE 23 – EMPLOYEE DISCIPLINE

Discipline of any bargaining unit member shall be carried out in an impartial manner by his/her immediate supervisor and/or the Superintendent. If an employee is to be disciplined, the following procedure shall be followed:

- A. Verbal Reprimand
- B. Written Reprimand
- C. 1-Day Suspension without pay
- D. 3-Day Suspension without pay
- E. 5-Day Suspension without pay
- F. Termination pursuant to Section 3319.081 of the Ohio Revised Code by the Board of Education.

Steps of the above procedure may be skipped based upon the severity of the employee's infraction.

ARTICLE 24 – PERSONNEL PROVISIONS

- A. All Personnel
 - 1. All personnel are responsible for carrying out their assigned duties in accordance with the established Board policies.
 - 2. If a TB skin test is positive, and an X-Ray is needed, the Board of Education will pay for the needed chest X-Ray. Known reactors may forego TB skin tests.
 - 3. Existing employees will be used for substitute work before going to the substitute list.
 - 4. Employees who are required to attend in-service meetings will be compensated up to four (4) hours annually.
 - 5. When a substitute cook, secretary, or head custodian is needed, the position must be filled by an aide, or assistant, except in cases exceeding more than five (5) consecutive days which will be filled on a seniority basis.

6. The Board agrees to pay any non-certified employee who is substituting in a position other than his/her regular classification at the rate of Step 3, or the higher of the two rates, for all hours worked in that position.
7. The Board agrees to pay any non-certified employee working in a position other than their regular job, after five (5) consecutive workdays in that position, the higher rate of the two jobs for all hours worked in said position. This does not apply to any changes in jobs/positions due to vacation days of absence.
8. A period of 120 days of employment during the contract year is required for advancement on the salary schedule. Retirement eligibility shall be determined by SERS.
9. All vacations shall be arranged with the Superintendent of Schools and be taken preferably during the months of June, July and August.
10. All personnel shall turn in a time sheet at the end of each week reflecting regular time worked, plus any approved overtime. Time sheets shall be approved by and signed by the immediate supervisor. Overtime will be calculated at the end of each week and paid at the following pay period.

B. Cafeteria Personnel

1. The cafeteria manager is responsible for all aspects of the food service program. The salary of the Cafeteria Manager shall be set by the Board of Education.
2. All cooks are responsible for the preparation and serving of food and all such duties assigned by the cafeteria manager.
3. Cafeteria workers will be paid at the rate of one and one-half (1-1/2) times their hourly equivalent for working extra events during weeks when all regular time hours have been worked. Regular cafeteria employees shall be given first opportunity to work banquets. A minimum of two (2) hours will be paid on all scheduled outside activities requiring a cook on duty.

A cook will be on duty any time equipment from any kitchen within the district is used by groups or other persons. A cook shall be on duty any time equipment from the high school is being used in any of the other kitchens of the district schools.

4. Yearly contract based on a seven (7) hour day (including lunch period), 182 days (including two cleaning days), paid holidays which fall during the school year based on the school calendar, or total of 190 days.

5. Cooks called in to work on a calamity day shall be paid their hourly rate (one hour) for one hour of work; a fractional hour of work shall be compensated at the hourly rate (one hour of pay for one hour, or fraction, thereof), e.g., 15, or 30 minutes = one hour of pay.
6. No cafeteria personnel shall be responsible for supervising students during any breakfast period.

C. Teacher, Secretarial, and Cafeteria Aides

1. Teacher aides shall be certified for their positions.
2. Teacher, secretarial and/or cafeteria aides are responsible for carrying out their assigned duties as outlined by the respective building principal or cafeteria supervisor.
3. May temporarily cover classrooms or other supervisory assignments in emergencies (cafeteria aides are exempt from these duties).
4. Effective August 1, 2006, the Board shall increase the contracted year of office aides by ten (10) days. Five (5) of these days shall be placed immediately prior to the resumption of the school year and five (5) days shall be placed immediately after the end of the school year.
5. Aides that are required to be recertified by law shall be reimbursed up to \$50 for costs associated with recertification.
6. Aides who are assigned to work with students with disabilities a majority of their working day shall receive an additional \$0.50 for each hour spent in paid status.
7. Employees hired to work with special needs students shall be issued contracts in the same sequence as all other OAPSE employees. Employees hired to work with special needs students in the 2014-2015 school year who are rehired to work with special needs students for the 2015-2016 school year shall be issued two-year contracts.

D. Secretarial Personnel

1. All full-time secretaries shall be on duty 7.5 (seven and ½ hours) per day and be entitled to a one (1) hour unpaid lunchtime. During the first three (3) weeks of the work year (the two weeks prior to the start of the student year and the first week of the student year) and the last three (3) weeks of the work year (the last week of the student year and the two weeks following the end of the student year), each full-time secretary shall be on duty eight (8) hours per day and be entitled to a one (1) hour unpaid lunch time.

2. All secretarial personnel shall be on duty on all days considered workdays for teachers, excluding parent-teacher conference and teacher in-service days. If the secretary works on these days because of a request from the Superintendent, the secretary will be paid an additional days wage for the day worked.
3. The work week shall consist of 37.5 hours except as provided for in Section C1 of this Article. Hours worked over 37.5 or 40 for the six (6) weeks specified in Section C1 of this article and approved by the supervisor, or Superintendent, shall be paid at the rate of one and one-half (1-1/2) times the hourly equivalent.
4. Assignments will be made yearly; this does not preclude mid-year transfers by the Board.
5. Secretaries called in to work on a calamity day may be paid their hourly rate (one hour) for one hour of work; a fractional hour of work shall be compensated at the hourly rate (one hour of pay for one hour, or fraction thereof) e.g. 15, or 30 minutes=one hour of pay.
6. May temporarily cover classrooms, or other teacher supervisory assignments, in emergencies.

E. Bus Mechanics

1. All transportation personnel are responsible for carrying out their assigned duties in accordance with the Ohio Pupil Transportation Rules and Regulations. All drivers are directly responsible to the transportation supervisor and/or the Superintendent of Schools.
2. Salary to be based on 12 months, plus nine (9) holidays, based on annual school calendar.

F. Custodial Personnel

1. The regular work week shall be 40 hours per week.
2. Assignments will be made yearly.
3. Work day is to be eight (8) hours per day, exclusive of lunch, which shall consist of thirty (30) consecutive minutes.
4. The rate of pay for custodians working extra-curricular sporting events shall be in compliance with the Fair Labor Standards Act (FLSA).
5. A custodian will be on duty in the school's gymnasiums for any activity where admission is charged.

6. The amount charged outside groups shall continue to be based on the head custodian 15 hourly rate x 1.5. Custodians shall be paid at time and one-half (1-1/2) at Step 16.

G. Maintenance Personnel

1. The regular work week shall be 40 hours per week.
2. Assignments will be made yearly.
3. A workday is to be eight (8) hours per day, exclusive of lunch, which shall consist of thirty (30) consecutive minutes.

H. Transportation Personnel

1. All transportation personnel are responsible for carrying out their assigned duties in accordance with the Ohio Pupil Transportation Rules and Regulations. All drivers are directly responsible to the transportation supervisor and/or the Superintendent of Schools. The salary of the transportation supervisor shall be set by the Board of Education. Bus drivers are not required to wash or fuel buses.
2. Salary to be based on 180 school days, plus eight (8) holidays, based on the annual school calendar.
3. Regular AM or PM drivers who drive as substitutes on *mid-day* trips shall be paid *mid-day* rate on service pay rate scale. Noon *mid-day* drivers substituting on AM, PM or JVS routes will receive regular AM, PM or JVS rate on service pay rate scale.
4. The Board will pay for the annual bus driver physical administered by a Board approved provider.
5. The Board shall be responsible for payment and obtaining the yearly bus driver abstracts.
6. All full time drivers shall be offered all extra-curricular and field trips on rotating basis by seniority to all drivers who sign up for them during the school year.
7. All full time drivers shall be offered all JVS trips and shuttle trips. The trips will be offered on a rotating basis and by job seniority to all drivers who sign up for them during the school year.

Field trip rotation roster shall be placed in an easily accessible place for drivers to view.

8. The Transportation Supervisor shall establish an extra work list. This list shall be a rotating seniority list and shall be used to assign extra duties within the bus garage, to include bus washing, bus recovery, evacuation drills, and bus interior cleaning. Internal bus cleaning shall be completed on school property. Extra work shall be offered to all employees on the list prior to being offered to anyone outside of the classification. Each bargaining unit bus driver shall have the option whether or not to sign up on this list. This list shall be posted and updated accordingly.
9. The Loudonville-Perrysville Exempted Village School District Board of Education agrees to compensate all bus drivers the equivalent of one (1) AM/PM route rate for each trip for drug/alcohol screening.

The OAPSE Local 245 agrees to the following process for drug/alcohol test compensation and employee discipline when driving CDL vehicles owned by the Loudonville-Perrysville Exempted Village School District Board of Education, only:

The Employer will pay for the following drug/alcohol tests:

- a. All newly hired bus drivers
- b. All randomly tested drivers
- c. All post-accident tested drivers

The Employee will not be compensated for time to be drug/alcohol tested when the following occurs:

- a. A randomly tested driver tests “positive” (exceeding prescription strength).
- b. A post-accident tested driver cited by law enforcement, per condition specified in CDL Federal Law.

DISCIPLINE OF EMPLOYEES WHO TEST “POSITIVE” ON DRUG/ALCOHOL SCREENING:

- a. **DRUG-POSITIVE TEST (exceeding prescription strength):**
DISMISSAL.
- b. **ALCOHOL-POSITIVE TEST:**
First Offense: Rehabilitation per policy and health insurance program. NOTE: Employee does not drive during rehabilitation, place on leave without pay.

Second Offense: Dismissal

- c. IF A DRIVER REFUSES TO BE TESTED: Dismissal
- d. IF A DRIVER LOSES COMMERCIAL DRIVERS LICENSE (CDL): Dismissal

I. Substitutes

The Board shall endeavor to employ substitutes for absent employees. After the supervisor has made every effort to find a substitute, then the supervisor may fill in for the absent employee.

J. Cafeteria Management Employees

Cafeteria management employees (defined as contracted service providers) may on occasion perform bargaining unit work, but may not do so on a regular basis. Cafeteria management employees shall have the authority to provide instruction or training where necessary, but shall not have the authority to discipline Loudonville-Perrysville cafeteria employees.

ARTICLE 25 – POSTING OF POSITIONS

- A. A vacancy shall be defined as an opening in the bargaining unit created by the resignation, retirement, death, non-renewal or termination of a bargaining unit member or a newly created bargaining unit position.
- B. When a vacancy develops in any of the job classifications noted in this section, notice will be posted for a period of five (5) working days. Non-certified employees may bid on a vacancy (in writing) within five (5) working days after the job has been posted. The Superintendent shall respond to the written bid/application within five (5) working days from receipt of dated, written bid/application. The Superintendent shall arrange for an interview with the applicant within five (5) working days of the applicant's bid. Within five (5) working days of the interview, the Superintendent will notify the employee of the approval of the request for transfer/assignment, or give notice that the transfer/assignment will not be awarded, with written explanation. Employees from all job classifications, i.e., custodial personnel, cafeteria personnel, secretarial personnel, aides, and bus drivers, may bid on any vacancy.

Employees within the same job classification in which the vacancy occurs will be awarded the position according to seniority within the district.

Employees outside the classification of the vacancy who submit a written application and who meet the posted qualifications shall be awarded the vacant position according to seniority within the district.

Current employees who are qualified for a posted vacancy will be selected before any external applicant is considered.

A vacancy created by the planned extended absence of at least twenty (20) working days duration of a regular employee shall be posted and filled pursuant to the provisions of this section. This position will be filled as a temporary position until the absent employee returns to work at which time the temporary bidder shall return to his/her previous position. If the regular employee does not return to work, then the position shall be posted as a permanent vacancy if the Board determines to fill it.

When a vacancy occurs under this Section, the job vacancy will be posted at each school building, the transportation garage and on district email, and shall list the job description, pay classification, location and hours of work. When a vacancy occurs during the summer months, an e-mail or a letter of notification, if requested by the employee, shall be sent to each classified employee.

An employee who is granted the job shall be placed on a fifteen (15) working day probation period to determine the capability to perform the work. If the employee or the Board feels the job performance is unsatisfactory [prior to or at the end of the fifteen (15) day period], the employee will be placed back in his/her previous job classification with no loss of pay or seniority. The Board shall retain the right to fill the regular employee's position with a substitute employee during the probation period. Upon successful completion of the probationary period, the regular employee's previous job will be posted pursuant to this section of the contract.

An employee cannot apply for a transfer in the same position after that employee had voluntarily or involuntarily been removed from a similar position through implementation of the fifteen (15) working day internal probationary period.

C. Transfers

From time to time it may be in the best interest of the educational program to transfer classified employees from one building to another. Such transfers may be desired by either the employee or the administration.

1. Voluntary Transfer

- a. Employees may request:
 - (1) Change in building
 - (2) Change in assignment
 - (3) Newly created position
 - (4) Trade of equal assignments

- b. Voluntary transfer request shall be submitted in writing to the Superintendent. Such requests shall require a response from the Superintendent within ten (10) days.

2. Involuntary Transfers

If the Superintendent directs an involuntary transfer to another building or equal assignment, notification shall be given to the employee five (5) days prior to the change of assignment. Employees being involuntarily transferred will be assigned only to positions for which they are qualified. The employee may request to meet with the Superintendent, along with a representative, to discuss reasons and details of the transfer. Involuntary transfer shall not cause a loss of wage rates or benefits to the employee.

- D. Each November, the union will be given a copy of the seniority for all employees (non-certified); lists shall be organized by job category. The union may review the list and challenge any errors on the list during the period of November – January 1, of each year.

ARTICLE 26 – HIRING OF NEW EMPLOYEES

- A. The Board of Education shall start any new employee at Step Zero (0) on the salary schedule. However, the Board may grant up to three (3) years experience if past work experience is identical to the position being offered.
- B. Substitutes employed in the L-P Schools shall be given one (1) year experience credit for every 120 days of actual working time in a given school year except as provided in “C” below.
- C. New bus driver employees, who have been substitute bus drivers in the past, will be granted years of service on the salary schedule in the following manner: One year of credit for every two years of substitute driving experience. In order to qualify as a year of substitute experience, the employee must have driven a minimum of 60 days in a given school year.

ARTICLE 27 – EMPLOYEE LAY OFF

- A. The Loudonville-Perrysville Board of Education may reduce its work force by lay off to prevent deficiencies in public funds, to effect necessary and desirable economies, and/or to lay off unessential employees for reasons of economy and/or for lack of work. The Board may abolish positions.
- B. The Board will notify OAPSE – Local 245 regarding the nature and specific reasons for any anticipated lay off of employees.
- C. The Board shall not act on any lay off proposed by the Superintendent until OAPSE has had opportunity to present its view to the Board of Education.

D. When the Board decides that layoffs are necessary, area(s) of employment and the number of employees to be laid off will be identified and made available to OAPSE – Local 245. Employees will be laid off according to a system, which includes credit for seniority and job classification.

E. Layoffs shall proceed as follows:

- 1st The Board shall handle all reductions/layoffs (first) through normal attrition.
- 2nd Employees who accept a voluntary layoff.
- 3rd Temporary, intermittent, part-time, seasonal employees, etc. in reverse order of seniority.
- 4th Employees who have not been awarded a continuing contract with the school district, in reverse order of seniority and by area of employment.
- 5th Employees who have continuing contract status, in reverse order of seniority.

Employees who are laid off or whose positions are abolished shall have the right to bump a less senior employee within their classification, if any. The least senior employee who is affected by the layoff shall then have the right to bump a less senior employee in their respective aide/assistant classification. Employees shall not have the right to bump a more senior employee nor may an employee in the aide/assistant classification be allowed to bump a "Cook", "Secretary", or "Head Custodian." For example, a "Cook" could bump a less senior "Aide" but an "Assistant Custodian" cannot bump a "Head Custodian." Furthermore, a displaced employee may bump into a previously held position within the district so long as they are qualified for the job and has seniority to do so. All references to seniority in this section refer to uninterrupted time spent as a bargaining unit member of the Loudonville-Perryville district.

F. Identified Employment Categories are:

- A. Cafeteria Personnel (Cooks)
- A-1. Cafeteria Personnel (Aides)
- B. Secretarial Personnel
- B-1. Aides other than Cafeteria Aides
- C. Custodial Personnel (Head Custodians and Maintenance)
- C-1. Custodial Personnel (Assistant Custodians)
- D. Bus Drivers

G. Provisions

1. Laid off employees may, upon request, be placed on a substitute list established by the Superintendent. Laid off employees shall have preference for sub work before non-employee subs.
2. Any continuing contract employee unemployed as a result of a layoff shall be recalled in inverse order of being released, provided the individual is qualified for

the vacancy. Laid off employees shall continue such recall rights (as listed below) or until all affected employees have been attempted to be recalled.

0 to 5 years experience	24 months
Over 5 years experience	36 months

3. No new employees shall be hired until qualified employees who have been on layoff have been offered employment in their area of qualification (prior employment with the district). Qualified employees who have been laid off and offered opportunity to return to work, must respond to written offer to return to work within ten (10) days, or they shall be removed from the recall list and duly notified of their removal.
4. The Board shall give written notice of recall by registered or certified letter to the employee at his/her last known address. It shall be the responsibility of the employee to notify the Treasurer of the Board of any change of address.
5. Within ten (10) days of the receipt of a written offer to return to employment, the employee shall accept the position by replying in writing, or it shall be determined that he/she has declined the position.
6. Employees returning to employment after being on lay off, shall resume their previous contract status.
7. At the time of the lay-off, the Employer shall provide the employee with a Change of Address Form. It will then be the employee's responsibility to update the information as needed.

ARTICLE 28 – OVERTIME PAY

- A. The Fair Labor Standards Act (FLSA) shall apply to the compensation of overtime to all members except secretaries during their thirty-seven and one-half (37.5) hour contracted weeks, who shall be paid at the time and one-half (1.5) rate for any hours over thirty-five (35) or thirty-seven and one-half (37.5) hours. For purposes of this Article, hours worked (hours counted toward overtime calculation) shall exclude personal leave.
- B. All overtime hours shall be pre-approved in writing by the supervisor or the superintendent except for emergency situation, where verbal confirmation from the supervisor or superintendent shall suffice.
- C. All Sunday work shall be paid at the rate of two (2) times the employee's regular hourly rate regardless of the number of hours worked during the week.

ARTICLE 29 – ASSOCIATION LEAVE

One OAPSE staff member shall be granted up to two (2) days association leave each year to attend OAPSE related activities. OAPSE, Local 245, shall determine which members are to apply and submit a leave request to the Superintendent of Schools. OAPSE, Local 245 shall pay any substitute at the going rate.

ARTICLE 30 – COMPLETE AGREEMENT

It is understood and agreed that this agreement reflects the complete understanding between the Board of Education of the Loudonville-Perrysville Exempted Village School District and the Ohio Association of Public School Employees, Local 245, and shall be binding with respect to language for a period of two (2) years commencing August 1, 2013 and terminating July 31, 2015.

During the duration of the Agreement the Board and OAPSE Local 245 agree that wage and fringe benefits will be applied in a consistent and uniform basis between all bargaining units in the district.

ARTICLE 31 – BOARD MEETING AGENDAS

The President of OAPSE, Local 245 shall be provided with agendas in advance of regular board meetings.

ARTICLE 32 – CONTRARY TO LAW PROVISIONS

If any provision of this Agreement should be found contrary to law by a court of last resort or court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided for doing so, or to any rule or regulation of appropriate state agencies from which rule or regulation no appeal has been taken within the time provided for doing so, then such provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

ARTICLE 33 – SERS PICK-UP

The Board of Education of the Loudonville-Perrysville District herewith agrees with the Ohio Association of Public School Employees- Local 245 to pick-up (salary reduction restatement method) contributions to the School Employees Retirement System upon behalf of the employees in the bargaining unit on the following terms and conditions:

- A. The amount to be picked up and paid on behalf of each employee shall be the current statutory rate of the employee's compensation. The employee's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
- C. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
- D. The pick-up shall be effective July 1, 1986 and shall apply to all compensation including supplemental earnings.
- E. The negotiated salary schedule amount for each individual shall be utilized for all other calculations for the purposes of the compensation such as, but not limited to, unemployment compensation, sick leave, workers' compensation, and severance pay.

ARTICLE 34 – OAPSE/SUPERINTENDENT COMMITTEE

The Superintendent, one Board member at their desire, the OAPSE President, one noncertified supervisor, four employees of the OAPSE group selected by the OAPSE President, and the OAPSE Field Representative on request, shall meet at regularly scheduled monthly meetings for the purpose of discussing matters of concern of OAPSE employees. It would be everyone's hope that all issues of concern addressed at these meetings would have a chance to be resolved.

ARTICLE 35 – WORK-RELATED SAFETY AND THE SAFETY COMMITTEE

The Loudonville-Perrysville Exempted Village Board of Education and OAPSE 245 are committed to establishing and maintaining a healthy and safe workplace. In this regard, both the Board and Local 245 will work cooperatively to this end. A district safety advisory committee that includes representatives appointed by the Superintendent from the Board, representatives appointed by the President of Local 245, and other interested parties and stakeholders will be established to help foster safe and healthy practices in the workplace and communicate district health and safety concerns to the Superintendent.

ARTICLE 36 – LEAVE WITHOUT PAY

Employees' requests for "leave without pay" will be granted in emergency situations only. Approval of the supervisor, or the Superintendent, is needed in these emergency situations.

ARTICLE 37 – PERSONNEL FILES

One personnel file for each member shall be maintained in the office of the Superintendent. This file, along with the payroll records kept by the treasurer, shall be the only official file of recorded information concerning members.

Members shall have the right to see their file during normal business hours, unless office personnel are not available. This right to review is not limited to a set number of times per year. At the time of review, the member may be accompanied by another person if the member so desires. Members may receive copies of items placed in their personnel files at his/her expense, not to exceed the actual cost of reproducing these items.

Obsolete items in the file may be removed and destroyed upon mutual agreement between the member and the superintendent.

If a member disputes the accuracy, relevance, timelines or completeness of enclosed information, said member has the right to write a rebuttal or add comments to said information and this shall be added to the member's personnel file.

All items shall be dated when entered into a personnel file.

ARTICLE 38 – COMPLAINT PROCEDURE

- A. A conference shall be held when a complaint from a parent or member of the general public is thought to be serious enough to become a part of the member's personnel file. The conference shall include the person making the complaint, the member, and the Superintendent or his/her designee.
- B. No complaints shall be placed in a member's personnel file unless:
 - 1. A conference is held including the person making the complaint, the member and the Superintendent or his/her designee.
 - 2. The results of the conference are summarized in writing by the administrator present.
 - 3. The member and administrator present shall sign the statement of results. Should the member refuse to sign, the administrator shall so note this on the statement and then file the results in the member's personnel file. The member's signature on the statement does not necessarily indicate approval or disapproval.

ARTICLE 39 – DISTRIBUTION OF MEDICATION

All relevant Board policies and student handbooks related to the administration of medication shall apply. The Board shall provide the appropriate training as required by the Ohio Revised Code.

The provisions and coverage of the Board’s liability insurance shall apply.

ARTICLE 40 – MANAGEMENT RIGHTS

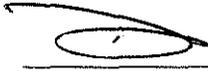
The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of Ohio and of the United States, subject to the specific and expressed terms of this Agreement.

ARTICLE 41 – SIGNATURES

IN WITNESS WHEREOF, the parties hereto hereunto set their hands at Loudonville, Ohio, this 13th day of July, 2015.

Loudonville-Perryville Exempted
Village Board of Education

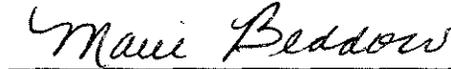
Ohio Association of Public School
Employees, Local 245



Board President



Association President (Local 245)



Treasurer/CFO



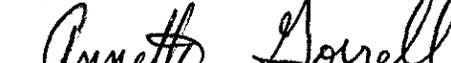
Negotiation Team Member



Superintendent/CEO



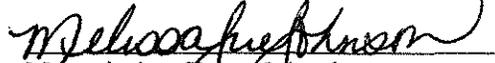
Negotiation Team Member



Negotiation Team Member



Negotiation Team Member



Negotiation Team Member

Negotiation Team Member

**Loudonville-Perrysville EVSD
Class Salary Schedule (Hourly Rates)
Effective August 1, 2015 to July 31, 2016**

<u>Years</u>	<u>Index</u>	<u>Cooks</u>	<u>Aides</u>	<u>Sec</u>	<u>Maint</u>	<u>Head Cust</u>	<u>Asst Cust</u>	<u>AM/PM</u>	<u>Mid-Day</u>	<u>JVS</u>	<u>Mech</u>	<u>Hdcp</u>	<u>Shuttle</u>
0	1.00	12.30	10.80	14.00	14.00	14.00	13.35	15.49	14.38	22.69	12.35	14.04	21.92
1	1.02	12.55	11.02	14.28	14.28	14.28	13.62	15.80	14.67	23.14	12.60	14.32	22.36
2	1.04	12.79	11.23	14.56	14.56	14.56	13.88	16.11	14.96	23.60	12.84	14.60	22.80
3	1.06	13.04	11.45	14.84	14.84	14.84	14.15	16.42	15.24	24.05	13.09	14.88	23.24
4	1.08	13.28	11.66	15.12	15.12	15.12	14.42	16.73	15.53	24.51	13.34	15.16	23.67
5	1.10	13.53	11.88	15.40	15.40	15.40	14.69	17.04	15.82	24.96	13.59	15.44	24.11
6	1.12	13.78	12.10	15.68	15.68	15.68	14.95	17.35	16.11	25.41	13.83	15.72	24.55
7	1.14	14.02	12.31	15.96	15.96	15.96	15.22	17.66	16.39	25.87	14.08	16.01	24.99
8	1.16	14.27	12.53	16.24	16.24	16.24	15.49	17.97	16.68	26.32	14.33	16.29	25.43
9	1.18	14.51	12.74	16.52	16.52	16.52	15.75	18.28	16.97	26.77	14.57	16.57	25.87
10	1.20	14.76	12.96	16.80	16.80	16.80	16.02	18.59	17.26	27.23	14.82	16.85	26.30
11	1.22	15.01	13.18	17.08	17.08	17.08	16.29	18.90	17.54	27.68	15.07	17.13	26.74
12	1.24	15.25	13.39	17.36	17.36	17.36	16.55	19.21	17.83	28.14	15.31	17.41	27.18
13	1.26	15.50	13.61	17.64	17.64	17.64	16.82	19.52	18.12	28.59	15.56	17.69	27.62
14	1.28	15.74	13.82	17.92	17.92	17.92	17.09	19.83	18.41	29.04	15.81	17.97	28.06
15	1.30	15.99	14.04	18.20	18.20	18.20	17.36	20.14	18.69	29.50	16.06	18.25	28.50
16	1.32	16.24	14.26	18.48	18.48	18.48	17.62	20.45	18.98	29.95	16.30	18.53	28.93

AM Routes will be paid a minimum of 1.5 hours

PM Routes will be paid a minimum of 1.5 hours

Mid-day Routes will be paid for 1.75 hours

JVS Routes will be paid for .75 hours

Shuttle Routes will be paid for .5 hour

Ashland Route will be paid for .5 hour (starting and ending at JVS)

Field Trip Rate \$12.20/hour

Ashland Route \$16.00/hour

Loudonville-Perrysville EVSD
Class Salary Schedule (Hourly Rates)
Effective August 1, 2016 to July 31, 2017

<u>Years</u>	<u>Index</u>	<u>Cooks</u>	<u>Aides</u>	<u>Sec</u>	<u>Maint</u>	<u>Head Cust</u>	<u>Asst Cust</u>	<u>AM/PM</u>	<u>Mid-Day</u>	<u>JVS</u>	<u>Mech</u>	<u>Hdcp</u>	<u>Shuttle</u>
0	1.00	12.48	10.96	14.21	14.21	14.21	13.55	15.72	14.60	22.69	12.35	14.25	21.92
1	1.02	12.73	11.18	14.49	14.49	14.49	13.82	16.03	14.89	23.14	12.60	14.54	22.36
2	1.04	12.98	11.40	14.78	14.78	14.78	14.09	16.35	15.18	23.60	12.84	14.82	22.80
3	1.06	13.23	11.62	15.06	15.06	15.06	14.36	16.66	15.48	24.05	13.09	15.11	23.24
4	1.08	13.48	11.84	15.35	15.35	15.35	14.63	16.98	15.77	24.51	13.34	15.39	23.67
5	1.10	13.73	12.06	15.63	15.63	15.63	14.91	17.29	16.06	24.96	13.59	15.68	24.11
6	1.12	13.98	12.28	15.92	15.92	15.92	15.18	17.61	16.35	25.41	13.83	15.96	24.55
7	1.14	14.23	12.49	16.20	16.20	16.20	15.45	17.92	16.64	25.87	14.08	16.25	24.99
8	1.16	14.48	12.71	16.48	16.48	16.48	15.72	18.24	16.94	26.32	14.33	16.53	25.43
9	1.18	14.73	12.93	16.77	16.77	16.77	15.99	18.55	17.23	26.77	14.57	16.82	25.87
10	1.20	14.98	13.15	17.05	17.05	17.05	16.26	18.86	17.52	27.23	14.82	17.10	26.30
11	1.22	15.23	13.37	17.34	17.34	17.34	16.53	19.18	17.81	27.68	15.07	17.39	26.74
12	1.24	15.48	13.59	17.62	17.62	17.62	16.80	19.49	18.10	28.14	15.31	17.67	27.18
13	1.26	15.72	13.81	17.90	17.90	17.90	17.07	19.81	18.40	28.59	15.56	17.96	27.62
14	1.28	15.97	14.03	18.19	18.19	18.19	17.34	20.12	18.69	29.04	15.81	18.24	28.06
15	1.30	16.22	14.25	18.47	18.47	18.47	17.62	20.44	18.98	29.50	16.06	18.53	28.50
16	1.32	16.47	14.47	18.76	18.76	18.76	17.89	20.75	19.27	29.95	16.30	18.81	28.93

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Ashland Route will be paid for .5 hour (starting and ending at JVS)

Field Trip Rate

\$12.20/hour

Ashland Route

\$16.00/hour

**Loudonville-Perrysville EVSD
Class Salary Schedule (Hourly Rates)
Effective August 1, 2017 to July 31, 2018**

<u>Years</u>	<u>Index</u>	<u>Cooks</u>	<u>Aides</u>	<u>Sec</u>	<u>Maint</u>	<u>Head Cust</u>	<u>Asst Cust</u>	<u>AM/PM</u>	<u>Mid-Day</u>	<u>JVS</u>	<u>Mech</u>	<u>Hdcp</u>	<u>Shuttle</u>
0	1.00	12.67	11.12	14.42	14.42	14.42	13.75	15.96	14.82	22.69	12.35	14.46	21.92
1	1.02	12.92	11.34	14.71	14.71	14.71	14.03	16.28	15.12	23.14	12.60	14.75	22.36
2	1.04	13.18	11.56	15.00	15.00	15.00	14.30	16.60	15.41	23.60	12.84	15.04	22.80
3	1.06	13.43	11.79	15.29	15.29	15.29	14.58	16.92	15.71	24.05	13.09	15.33	23.24
4	1.08	13.68	12.01	15.57	15.57	15.57	14.85	17.24	16.01	24.51	13.34	15.62	23.67
5	1.10	13.94	12.23	15.86	15.86	15.86	15.13	17.56	16.30	24.96	13.59	15.91	24.11
6	1.12	14.19	12.45	16.15	16.15	16.15	15.40	17.88	16.60	25.41	13.83	16.20	24.55
7	1.14	14.44	12.68	16.44	16.44	16.44	15.68	18.19	16.89	25.87	14.08	16.48	24.99
8	1.16	14.70	12.90	16.73	16.73	16.73	15.95	18.51	17.19	26.32	14.33	16.77	25.43
9	1.18	14.95	13.12	17.02	17.02	17.02	16.23	18.83	17.49	26.77	14.57	17.06	25.87
10	1.20	15.20	13.34	17.30	17.30	17.30	16.50	19.15	17.78	27.23	14.82	17.35	26.30
11	1.22	15.46	13.57	17.59	17.59	17.59	16.78	19.47	18.08	27.68	15.07	17.64	26.74
12	1.24	15.71	13.79	17.88	17.88	17.88	17.05	19.79	18.38	28.14	15.31	17.93	27.18
13	1.26	15.96	14.01	18.17	18.17	18.17	17.33	20.11	18.67	28.59	15.56	18.22	27.62
14	1.28	16.22	14.23	18.46	18.46	18.46	17.60	20.43	18.97	29.04	15.81	18.51	28.06
15	1.30	16.47	14.46	18.75	18.75	18.75	17.88	20.75	19.27	29.50	16.06	18.80	28.50
16	1.32	16.72	14.68	19.03	19.03	19.03	18.15	21.07	19.56	29.95	16.30	19.09	28.93

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Field Trip Rate

\$12.20/hour

Ashland Route

\$16.00/hour

For Illustrative purposes only; refer to the carrier Certificate of Coverage for full benefit information

**Loudonville-Perrysville EVSD
Medical Benefits
OAPSE
Effective 01/01/2014**

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age	26	
Older Age	28	
	Removal upon Birth Date	
Pre-Existing Condition Waiting Period	Does Not Apply	
Lifetime Maximum	Unlimited	
Overall Annual Benefit Period Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$300 / \$600	\$1,000 / \$2,000
Coinsurance	90%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,000 / \$2,000	\$2,000 / \$4,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$15 copay, then 100%	60% after deductible
Urgent Care Office Visit ²	\$15 copay, then 100%	60% after deductible
Immunizations (diphtheria toxoid, tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine, HPV, influenza, varicella, hepatitis B, measles, mumps, rubella, herpes zoster (shingles), and pneumococcal polysaccharide are covered services)	90% after deductible	60% after deductible
Preventative Services		
Routine Physical Exam (Age 21 and over) ²	\$15 copay, then 100%	60% after deductible
Well Child Care Services including Exam, Routine Vision and Hearing Exams, Immunizations and Laboratory Tests (Birth To Age 21) ²	Exams: \$15 copay, then 100% Immunizations: 90% after Ded	60% after deductible
Well Child Care Laboratory Tests (To Age 21)	100%	100%
Routine Mammogram (One per benefit period)	100%	100%
Routine Pap Test (One per benefit period)	100%	100%
Endoscopic Services	100%	100%
Vision Exam (\$50 per benefit period)	100%	100%
Outpatient Laboratory and X-rays	100%	100%
Outpatient Services		
Surgical Services	90% after deductible	60% after deductible
Diagnostic Services	90% after deductible	60% after deductible
Physical, Occupational, and Chiropractic Therapy - Facility and Professional (10 visits per benefit period, then requires Medical Review approval)	90% after deductible	60% after deductible
Cardiac Rehabilitation	90% after deductible	60% after deductible
Speech Therapy – Facility and Professional (10 visits per benefit period, then requires Medical Review approval)	90% after deductible	60% after deductible
Emergency use of an Emergency Room	90% after deductible	
Supplemental Accident Care	100% up to \$300 within 90 days	
Non-Emergency use of an Emergency Room	90% after deductible	60% after deductible

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	60% after deductible
Maternity	90% after deductible	60% after deductible
Skilled Nursing Facility	90% after deductible	60% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	60% after deductible
Ambulance	90% after deductible	80% after deductible
Durable Medical Equipment	90% after deductible	60% after deductible
Home Healthcare	90% after deductible	60% after deductible
Hospice	90% after deductible	60% after deductible
Organ Transplants	90% after deductible	60% after deductible
Private Duty Nursing	90% after deductible	60% after deductible
Temporomandibular Joint (TMJ) Services (\$2,000 lifetime maximum)	Benefits paid based on services received.	
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits.	
Outpatient Mental Health and Substance Abuse Services		

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

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

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

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

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

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

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

²The office visit copay applies to the cost of the office visit only.

For illustrative purposes only; refer to the carrier Certificate of Coverage for full benefit information

**Loudonville-Perrysville EVSD
Prescription Drug Program¹
OAPSE
Effective 01/01/2014**

Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Same as Medical	
Retail Program:		
- without Oral Contraceptive Coverage		
- with Diabetic Supplies Coverage*		
- with Weight-Loss Medications Coverage		
Generic Copayment	\$15	30
Formulary Copayment	\$25	30
Non-Formulary Copayment	\$35	30
Mail Order Program:		
- without Oral Contraceptive Coverage		
- with Diabetic Supplies Coverage*		
- with Weight-Loss Medications Coverage		
Generic Copayment	\$25	90
Formulary Copayment	\$45	90
Non-Formulary Copayment	\$65	90

*Diabetic Supplies includes: Test Strips/Tapes, Lancets and Alcohol Swabs/Preps

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

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

¹Coverage includes Preventive Medications, in accordance with Federal Law.

LOUDONVILLE PERRYVILLE EXEMPTED VILLAG : Plan 3

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage Period: 01/01/2015 - 12/31/2015

Coverage for: Single or Family | Plan Type: PPO



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at MedMutual.com/SBC or by calling 800.382.5729.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$300/single, \$600/family Network \$1,000/single, \$2,000/family Non-Network Doesn't apply to coinsurance, copays	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?	No	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes, \$1,000/single, \$2,000/family Network \$2,000/single, \$4,000/family Non-Network	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is <u>not included</u> in the <u>out-of-pocket limit</u> ?	Cost sharing for prescription drugs, premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall <u>annual limit</u> on what the insurer pays?	No	The chart starting on page 2 describes any limits on what the plan will pay for <u>specific</u> covered services, such as office visits.
Does this plan use a <u>network of providers</u> ?	Yes. See MedMutual.com/SBC or call 800.382.5729 for a list of participating providers.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <u>excluded services</u> .

Questions: Call 800.382.5729 or visit us at MedMutual.com/SBC.
If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.382.5729 to request a copy.

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LOUDONVILLE PERRYVILLE EXEMPTED VILLAG : Plan 3

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage Period: 01/01/2015 - 12/31/2015

Coverage for: Single or Family | Plan Type: PPO



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinurance** is your share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your deductible.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use **Network providers** by charging you lower **deductibles, copayments, and coinsurance** amounts.

Common Medical Event	Services You Pay For	Your Cost (You Pay a Member's Share)	Your Cost (You Pay a Member's Share)	Limitations and Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 copay/visit	40% coinsurance	none
	Specialist visit	\$15 copay/visit	40% coinsurance	none
	Other practitioner office visit (Chiropractic)	10% coinsurance	40% coinsurance	none
	Other practitioner office visit (Acupuncture)	Not Covered	Not Covered	Excluded Service
	Preventive care/ screening/ immunization	\$15 copay/visit	40% coinsurance	none
	Diagnostic test (x-ray)	10% coinsurance	40% coinsurance	none
If you have a test	Diagnostic test (blood work)	10% coinsurance	40% coinsurance	none
	Imaging (CT/PET scans, MRI)	10% coinsurance	40% coinsurance	none
If you need drugs to treat your illness or condition	Generic copay - retail /Rx	\$15	Does Not Apply	Covers up to a 30-day supply
	Generic copay - home delivery /Rx	\$25	Does Not Apply	Covers up to a 90-day supply
	Formulary copay - retail /Rx	\$25	Does Not Apply	Covers up to a 30-day supply
	Formulary copay - home delivery /Rx	\$45	Does Not Apply	Covers up to a 90-day supply
	Non-Formulary copay - retail /Rx	\$35	Does Not Apply	Covers up to a 30-day supply
	Non-Formulary copay - home delivery /Rx	\$65	Does Not Apply	Covers up to a 90-day supply
More information about prescription drug coverage is available at MedMutual.com/SBC				

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LOUDONVILLE PERRYSVILLE EXEMPTED VILLAG : Plan 3

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage Period: 01/01/2015 - 12/31/2015

Coverage for: Single or Family | Plan Type: PPO

Covered Medical Item	Services You May Need	Your Cost if You Use a Network Provider	Your Cost if You Use a Non-Network Provider	Limitations and Exceptions
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% coinsurance	40% coinsurance	none
	Physician/surgeon fees (outpatient)	10% coinsurance	40% coinsurance	none
If you need immediate medical attention	Emergency room services	10% coinsurance	10% coinsurance	none
	Emergency medical transportation	10% coinsurance	20% coinsurance	none
If you have a hospital stay	Urgent care	\$15 copay/visit	40% coinsurance	none
	Facility fee (e.g., hospital room)	10% coinsurance	40% coinsurance	none
	Physician/surgeon fee (inpatient)	10% coinsurance	40% coinsurance	none
	Mental/Behavioral health outpatient services	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	none
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health inpatient services	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	none
	Substance use disorder outpatient services (alcoholism)	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	none
	Substance use disorder outpatient services (drug use)	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	none
	Substance use disorder inpatient services (alcoholism)	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	none
	Substance use disorder inpatient services (drug use)	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	none
	Prenatal and postnatal care	10% coinsurance	40% coinsurance	none
If you are pregnant	Delivery and all inpatient services	10% coinsurance	40% coinsurance	none

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LOUDONVILLE PERRYVILLE EXEMPTED VILLAG : Plan 3

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage Period: 01/01/2015 - 12/31/2015

Coverage for: Single or Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost if You Use a Network Provider	Your Cost if You Use a Non-Network Provider	Limitations and Exceptions
If you need help recovering or have other special health needs	Home health care	10% coinsurance	40% coinsurance	-----none-----
	Rehabilitation services (Physical Therapy)	10% coinsurance	40% coinsurance	-----none-----
	Habilitation services (Occupational Therapy)	10% coinsurance	40% coinsurance	-----none-----
	Habilitation services (Speech Therapy)	10% coinsurance	40% coinsurance	(10 visits, then Medical Review - Professional; unlimited - Institutional)
	Skilled nursing care	10% coinsurance	40% coinsurance	-----none-----
	Durable medical equipment	10% coinsurance	40% coinsurance	-----none-----
	Hospice service	10% coinsurance	40% coinsurance	-----none-----
If your child needs dental or eye care	Eye exam (Child)	\$15 copay/visit	40% coinsurance	Inclusive with a preventive well child visit
	Glasses		Not Covered	Excluded Service
	Dental check-up (Child)		Not Covered	Excluded Service

Questions: Call 800.382.5729 or visit us at MedMutual.com/SBC.
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LOUDONVILLE PERRYVILLE EXEMPTED VILLAG : Plan 3

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage Period: 01/01/2015 - 12/31/2015

Coverage for: Single or Family | Plan Type: PPO

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Cosmetic Surgery
- Dental check-up (Child)
- Dental Care (Adult)
- Glasses
- Hearing Aids
- Infertility Treatment
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Routine Foot Care
- Weight Loss Programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Bariatric Surgery
- Chiropractic Care
- Private-Duty Nursing
- Routine Eye Care (Adult)

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 800.382.5729. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 866.444.3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 877.267.2323 X61565 or www.cms.gov.

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LOUDONVILLE PERRYVILLE EXEMPTED VILLAG : Plan 3

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage Period: 01/01/2015 - 12/31/2015

Coverage for: Single or Family | Plan Type: PPO

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact the plan at 800.382.5729.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." **This plan or policy does provide minimum essential coverage.**

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

-----To see examples of how this plan might cover costs for sample medical situations, see the next page-----

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LOUDONVILLE PERRYVILLE EXEMPTED VILLAG : Plan 3

Coverage Examples

Coverage Period: 01/01/2015 - 12/31/2015

Coverage for: Single or Family [Plan Type: FPO]

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



**This is
not a cost
estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan Pays \$6,300
- Patient Pays \$1,240

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient Pays:

Deductibles	\$300
Copays	\$40
Coinsurance	\$700
Limits or exclusions	\$200
Total	\$1,240

These numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower. For more information about your HRA or FSA, please contact your employer group.

Managing Type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan Pays \$4,560
- Patient Pays \$840

Sample care cost:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedure	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient Pays:

Deductibles	\$100
Copays	\$700
Coinsurance	\$0
Limits or exclusions	\$40
Total	\$840

Note: These numbers assume the patient is participating in our diabetes wellness program. If you have diabetes and do not participate in the wellness program, your costs may be higher. For more information about the diabetes wellness program, please contact: 800.382.5729.

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LOUDONVILLE PERRYVILLE EXEMPTED VILLAGE : Plan 3 Coverage Examples

Coverage Period: 01/01/2015 - 12/31/2015

Coverage for: Single or Family | Plan Type: PPO

Questions and answers about Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- Patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

✘ **No.** Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

✘ **No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summaries of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box on each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

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Loudonville-Perrysville Exempted Village
Schools



**Traditional Dental
With Orthodontia**



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

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

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

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

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

¹Maximum deductible per member. 3-month carryover applies.

Revised 01/04/2012



**Loudonville-Perrysville Exempted Village
Schools
Vision**

Benefits	
Benefit Period	January 1 st through December 31 st
Dependent Age Limit	Same as Medical
Examinations	One per benefit period
Vision Examinations	Not covered- Covered under medical only
Frames	One per two benefit periods
Basic Frames	\$100 per frame
Prescription Lenses	One pair per two benefit periods
Single Vision Lenses	\$75 per pair
Bifocal Lenses	\$100 per pair
Trifocal Lenses	\$125 per pair
Lenticular Single Lenses	\$150 per pair
Lenticular Bifocal Lenses	\$150 per pair
Lenticular Trifocal Lenses	\$150 per pair
Contacts In Lieu of Lenses	One pair per two benefit periods
Medically Necessary	\$150 per pair
Cosmetic	\$100 per pair

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Revised 01/04/2012