

K# 28498

3025-01
11-CON-01-3025

STATE EMPLOYMENT
RELATIONS BOARD

2012 SEP -5 PM 2:53

MASTER AGREEMENT

BETWEEN THE

LOGAN-HOCKING LOCAL

BOARD OF EDUCATION

AND THE

LOGAN EDUCATION ASSOCIATION

SEOEA/OEA/NEA

September 27, 2011 – August 31, 2015

57

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
ARTICLE I	RECOGNITION	1
ARTICLE II	NEGOTIATION PROCEDURE	1
ARTICLE III	INTERM BARGAINING COUNCIL	2
ARTICLE IV	REPRESENTATIVE ELECTIONS	3
ARTICLE V	EFFECTS OF CONTRACT	3
	A. Duration of Contract	3
	B. Savings Clause	3
	C. Distribution	4
	D. Complete Agreement	4
	E. Maintenance of Standards	4
ARTICLE VI	GRIEVANCE PROCEDURE	4
	A. Definitions & Provisions	4
	B. Procedure	5
ARTICLE VII	RIGHTS	7
	A. Board Rights Clause	7
	B. Teacher Rights	7
	C. Association Rights	7
	D. Association Officers	8
ARTICLE VIII	TEACHING EXPERIENCE	9
ARTICLE IX	CONTRACTS	9
ARTICLE X	TEACHER EVALUATIONS	10
ARTICLE XI	PROCEDURE FOR NON-RENEWAL OF A TEACHER'S LIMITED CONTRACT	12
ARTICLE XII	SALARY AND BENEFITS	12
	A. Index	14
	B. Performance Recognition.....	15
	C. Salary	16
	2012-2013 Salary Schedule and Performance Recognition.....	16
	2013-2014 Salary Schedule and Performance Recognition.....	16
	2014-2015 Salary Schedule	17
	D. Rehired Retirees	18
	E. Supplementals	18
	F. Insurance	24
	G. Reimbursement for Traveling Teachers	27
	H. Retirement	27
	I. STRS Pick-up Through Salary Reductions	28
	J. Tuition Reimbursement Program	28
	K. Payroll Deductions	30
	L. Event Passes	30
	M. Certification/Licensure Cost Reimbursement.....	30

ARTICLE	TITLE	PAGE
ARTICLE XIII	LEAVE PROVISIONS	30
	A. Association	30
	B. Jury Duty	31
	C. Military	31
	D. Personal	31
	E. Pregnancy Disability	32
	F. Child Care	32
	G. Professional	33
	H. Sabbatical	33
	I. Assault	34
	J. Sick	35
	Verification	35
	Sick Leave Transfer	35
	Absence Report Procedure	36
	K. Leave of Absence	36
	L. Family and Medical Leave	36
ARTICLE XIV	JOB SECURITY	37
	A. Vacancies, Transfers, and Promotions	37
	B. Reduction in Staff	39
	C. Sub-Contracting	40
ARTICLE XV	TERMS AND CONDITIONS	41
	A. Length of School Year and Day	41
	B. Class Size	42
	C. Building Staff Meetings	43
	D. Hazardous Condition Report	43
	E. In-Service	44
	F. Fair Share Fee/Agency	44
	G. Non-teaching Duties	45
	H. Use of Special Teacher's Time – Elementary	45
	I. Teaching Assignment During Planning Period	46
	J. Protection of Teachers, Students and Property	46
	K. Personnel Files	47
	L. Providing for Student's Special Needs	48
	M. Complaints Against and Discipline of the Professional Staff	48
	N. Committees	49
	O. Tobaccoless School Buildings	50
ARTICLE XVI	FORMS	50
ARTICLE XVII	PRINCIPAL EVALUATION	51
	SIGNATURE PAGE	52
	BOARD RESOLUTION TO ENTER INTO CONTRACT	53
	MEMORANDUM OF UNDERSTANDING – ENERGY EDUCATION SPECIALIST	54

4. The following shall be determined at the commencement of each meeting prior to proceeding to negotiating items:
 - a. The time, place and date of the next meeting.
 - b. The length of the meeting in session, however, no meetings, except impasse meetings, shall exceed two (2) hours including caucus time, unless mutually agreed upon.
 - c. The agenda for the first meeting shall be oral presentation of the full and entire written proposals of the Association and Board.
 - d. No new issues may be presented for negotiation after the first meeting.
 - e. Items being negotiated will be reduced to writing and the representatives of each side will initial agreed to items which will only indicate their teams pledge to recommend to their respective ratifying groups the items for ratification.
5. When tentative agreement on all items has been reached by both teams, the tentative agreement will be submitted to the Logan Education Association for ratification. The ratified contract must be returned to the Board by the Association within ten (10) calendar days. The Board shall take action at the next regular meeting of the Board but, in any event, within ten (10) calendar days from the date of receipt of the ratified agreement from the Association.
6. The President of the L.E.A. shall sign on behalf of the Association and President of the Board shall sign the contract on behalf of the Board.

ARTICLE III INTERM BARGAINING COUNCIL

1. An Interm Bargaining Council (IBC) shall be established with the effective date of this contract. The IBC shall consist of six (6) members; three (3) members appointed by the Board and three (3) members appointed by the Association. The IBC will be established without delay after the effective date of this contract.
2. The IBC shall have the authority to bargain on issues covered under 4117.08 ORC provided those issues are a response to changes in or new state legislation and/or state Department of Education rules/regulations/ standards passed with an effective date on or after July 1, 1989.
3. Any bargaining during the duration of this contract, except the bargaining for a successor contract, shall be through the IBC. A majority of the IBC shall be required for approval of an addendum to the agreement.
4. Any agreement reached on an issue(s) by the IBC shall become addendums to this contract. If agreement is not reached on an issue(s) by the IBC, no changes shall be made in wages, terms and conditions of employment from those currently in existence.

**ARTICLE XVII
PRINCIPAL EVALUATION**

The Association will distribute principal evaluation forms to its members which may be completed by all teachers. All evaluations shall include recommendations for improvement. All completed forms signed and unsigned will be forwarded to the Association President. The Association President will distribute copies of each completed form to the Building Principal and a copy shall be retained for the Association. These completed forms will be forwarded by the second Friday in December to the Building Principal and the Association President. Conferences between the teacher and Building Principal may be held. If requested, the teacher may have association representation.

ARTICLE IV REPRESENTATIVE ELECTIONS

Employees may challenge the status of the L.E.A. as their recognized bargaining agent by circulating and filing a petition requesting a representation election during the month of October preceding the expiration date of this contract. If a valid, timely petition signed by 40% of the employees in the unit is filed with the Superintendent, an election shall be held before the last day of classes in November to determine what labor organization, if any, shall represent the employees. The election shall be conducted by secret ballot under the auspices of the American Arbitration Association. The Board shall recognize the labor organization, if any, for which a majority of employees cast votes in an election conducted in accordance with this section. If there are three or more choices on the ballot and none receives a majority, a run-off election between the top two choices shall be held. If the L.E.A. is not selected as the representative, this contract shall automatically terminate at expiration date. Cost of such election shall be the responsibility of the challenging party. The challenging party must deposit a bond of \$1,500.00 with the Board of Education prior to the election date to cover all expenses.

ARTICLE V EFFECTS OF CONTRACT

A. Duration of Contract

1. This contract shall be effective from the 27th day of September, 2011, to the 31st day of August, 2015, both dates inclusive, and shall continue in effect from year to year thereafter, until either party shall notify the other in writing after February 1, 2015 of desire to terminate or modify this agreement.
2. For the purpose of this contract, a school year shall be defined as the time between July 1 and June 30, inclusive.
3. When notice is given, as provided above, the negotiation process shall begin in accordance with the provisions of this contract.

B. Savings Clause

1. If any provision of this agreement or any application thereof, is determined to be illegal by final, unappealed order of a court having jurisdiction over the parties, then the parties shall meet within 30 days to renegotiate only the provision found to be illegal.
2. The Board reserves the right and power to do everything required to comply with all laws and regulations of the State of Ohio, the United States Government or any agency and subdivision thereof, and executive orders of the President of the United States pertaining to employment and discrimination practices.

3. This contract supersedes and cancels all previous agreement and policies between the parties, oral, written, or past practices, and shall constitute the entire agreement between the parties and may be added to, deleted from, or otherwise changed only by an amendment properly signed by each party.
4. The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Agreement. Should there be a conflict between any lawful provision of this agreement and any such policy or practice, then the terms of this Agreement shall prevail.

C. Distribution

Within thirty (30) days after this contract is signed, 450 copies of this contract shall be reproduced, with the costs to be shared equally by the parties. The Board shall distribute copies to the Board members and school administrators, and the L.E.A. shall distribute one copy to each teacher.

D. Complete Agreement

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters submitted for negotiations for the duration of this Agreement.

E. Maintenance of Standards

During this contract the Board of Education shall maintain all terms, conditions, and benefits at not less than the level in effect as of the effective date of this contract. In the event an insurance carrier changes coverage, the insurance committee shall meet as needed to discuss and resolve effects of the changes.

ARTICLE VI GRIEVANCE PROCEDURE

A. Definitions and Provisions

1. A grievance is a claim that there has been a violation or misapplication of any provision of this agreement.
2. A grievant is a member of the bargaining unit or the Association alleging there has been a violation or misapplication of a specific provision of the agreement. The Association may be present at the adjustment of any grievance at any level for the purpose of ensuring that the adjustment is not inconsistent with the terms of this agreement.

3. A day shall mean work days during the regular school year. During the summer months, "days" mean calendar days, excluding Saturdays, Sundays, and legal holidays.
4. Election of Remedies - A grievant shall not be denied his/her legal rights under the law provided, however, upon the filing of a complaint by the grievant or on the grievant's behalf in any court of competent jurisdiction or any administrative agency (excluding SERB), demanding relief upon a matter which is the subject of a pending grievance, such filing shall be deemed a waiver of the rights granted herein and the grievance shall be dismissed.
5. During the terms of this agreement, no grievant may be represented by the teacher organization other than the Logan Education Association in the grievance procedure initiated pursuant to this procedure.
6. A grievance may be withdrawn at any level without prejudice or record.
7. A grievance must cite the Article and section allegedly violated or misapplied and shall indicate the relief requested.
8. Any grievance not advanced to the next level by the grievant within the time limits provided shall be deemed withdrawn.
9. Any grievance not answered by the Administration within the time limit in that level may be appealed to the next level.
10. Grievance Records - All grievance records shall be kept separately from the employee's personnel file and shall be subject to the same rules of confidentiality as the personnel file except that written grievance resolutions and arbitration awards shall not be considered confidential.

B. Procedure

Level One – Informal

The grievant shall meet within 15 days of the occurrence of the cause for the grievance with his/her immediate supervisor in attempt to settle the grievance informally. If the grievance relates to a matter beyond the authority of the supervisor to resolve, the grievant may omit Level One and file the grievance at Level Three. Any grievance initiated at Level Three will so indicate, will indicate the reasons for filing initially at that level, and must be filed within fifteen days of the occurrence.

Level Two – Formal

1. If the grievance is not settled in Level One, the grievant may within 10 days after completion of Level One file a written grievance. Failure to file within the time limits provided shall be deemed a waiver of the grievance.
2. The written grievance shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific provision of the written agreement allegedly violated, misinterpreted, or misapplied, to his/her Level One supervisor or the appropriate person designated by the Board or its representatives. A copy of such grievance shall be filed with the Superintendent. Within five (5) working days after the presentation of the grievance, the supervisor or designated representative shall give his/her answer in writing to the employee.

Level Three – Formal

If the grievance is not resolved in Level Two, the grievant or his/her Association Representative may within five (5) days of receipt of the supervisor's answer request a conference with the Superintendent or his/her designated representative. The Superintendent or his/her designated representative shall give the grievant and his/her Association representative, an answer in writing no later than five (5) days after receipt of the written grievance or conference when Level Two has been waived.

Level Four – Formal

1. If the grievant is not satisfied with the disposition at Level Three, he/she may request that the issues be submitted to arbitration within five (5) working days after receipt of the written notice of the action taken by the Superintendent or his/her designee.
2. The arbitrator shall be selected from a list or lists submitted by the American Arbitration Association. If the parties cannot agree on the selection of an arbitrator, the arbitrator shall be designated by the American Arbitration Association.
3. The arbitrator shall have no power to alter, add to, subtract from, disregard or modify any of the terms of this agreement, or to make any award which is inconsistent with the terms of the agreement or contrary to law.
4. The arbitrator shall make his/her report and recommendation to the parties. The arbitrator's decision shall be binding upon the parties.
5. The fees and expenses of the arbitrator shall be shared equally. Any other expenses resulting from the grievance shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses, except where it is agreed to that such hearing is during a witness' regular hours of employment.

ARTICLE VII RIGHTS

A. Board Rights Clause

Except as expressly limited by the terms of this agreement, the Board retains and reserves to itself all powers, rights, duties and responsibilities conferred upon it by the laws and Constitutions of the United States and the State of Ohio.

B. Teacher Rights

1. Individual Rights

- a. The Board agrees that all members of the instructional staff are entitled to all rights of citizenship regardless of race, color, creed, sex or place of origin as guaranteed by the Constitution of the United States and the State of Ohio and will abide by all laws pertaining to individual rights.
- b. The Board further agrees that the private and personal life of any teacher is not within the appropriate concern of attention of the Board as a condition of employment or renewed employment, so long as it does not interfere with the teacher's teaching performance.
- c. The Board agrees to recognize that teachers do have the right to determine his/her own mode of dress and personal appearance, so long as it does not interfere with a teacher's teaching performance.

2. Equal Rights Clause

- a. The provisions of this agreement shall be applied uniformly to all teaching employees without regard to race, color, religious creed, sex or national origin.

C. Association Rights

Association Privileges

1. The Association shall have the right to use school buildings for membership meetings, without cost, provided the Building Principal is notified, except in cases of urgent necessity, no less than twenty-four (24) hours in advance of the time and place of such meetings, and the use does not interfere with the previously scheduled use of the building. During time periods when no custodian is on duty, the Association shall pay the cost of any necessary or requested custodial cleaning and/or setting up expenses.
2. The Association shall have the non-exclusive use of any bulletin board presently located in the teacher's lounge or other non-public area.

3. The Association shall have the right to the use of the school inter-departmental mail service to the extent that such does not interfere with the school use of such service.
4. Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before, after, or during the regular school day; provided, however, that no such business shall be conducted during duty time of the individuals involved, nor shall such Association business interfere with any other school function.
5. The Association may use school owned equipment and facilities provided that:
 - a. Such use does not interfere with normal school functions.
 - b. The cost of expendable supplies and repairs for damage caused by misuse of equipment will be the obligation of the Association.
 - c. Prior clearance for any such use is first obtained from the Building Principal, provided that no such request shall be unreasonably denied.
6. The names, addresses, phone numbers, and building assignments of all employed certificated staff members shall be supplied to the Association as this information becomes available.
7. Upon request, the Board shall provide the President of the Association with a copy of the Board agenda prior to the regular and special Board meetings and a copy of the minutes of said meetings.
8. The Association shall be provided upon request and payment of reasonable copying costs the following:
 - a. School Management Report 1 (SM1) and Report 2 (SM2)
 - b. Official Amended Certificate of Estimated Resources
 - c. Training and Experience Grid
 - d. Temporary and Permanent Appropriations
 - e. Treasurer's Monthly Report
9. December and June monthly financial statements will be made available for inspection and copying by the Association.

D. Association Officers

1. Not later than October first of each year, upon request of the Logan-Hocking Local Board of Education, the Association will provide the Board with a certified list containing the names and addresses of each officer of the Association together with the office held. The Board will be advised in writing of any changes to the list not later than ten (10) days after the effective date of change.

ARTICLE VIII TEACHING EXPERIENCE

1. A teacher in the Logan-Hocking Local School District shall receive credit for the amount of teaching experience accumulated in Ohio within a public elementary or secondary school, not to exceed ten (10) years.
2. A teacher who has teaching experience in any non-public elementary or secondary school chartered by the State Department of Education, or a public elementary or secondary school outside of the State of Ohio, shall receive credit for the amount of such teaching experience, not to exceed ten (10) years.

ARTICLE IX CONTRACTS

1. The Board shall provide each member of the instructional staff with individually written contracts in keeping with the policies of the ORC and Board adopted policies.
2. Any agreement to act as supervisor for extracurricular activities for which additional compensation is to be paid will be written in a supplemental contract.
3. In consideration of the services rendered by the teacher, the Board of Education agrees to pay said teacher a base annual salary as prescribed by the salary schedule of the Logan-Hocking Local School District.
4. During the term of this agreement, the teachers shall be employed pursuant to a school calendar requiring total days not to exceed that set forth in Article X of this agreement.
5. In performing his/her professional duties, the teacher agrees to abide by and maintain the applicable laws, rules and regulations of the Board of Education.
6. Each teacher before signing a contract shall have been notified as to his/her duties and obligations pertaining to the State Teachers Retirement System as a condition of his/her employment, as prescribed by Section 3307.58 of the ORC.
7. Copies of the Board's policies, administrative rules and regulations affecting teachers shall be made available in the principal's office of each school building.
8. Long-term substitutes who have taught 60 consecutive days or more in a single assignment are members of the bargaining unit. In order to prevent an excess number of positions that are not needed more than one year, all long-term substitute contracts will be automatically non-renewed at the conclusion of each school year without required evaluations, without action by the Board, and without required notice by April 30.
9. Limited contracts shall be issued by the Board to the professional staff in the following progression:

- a. One year contract: upon initial employment;
 - b. One year contract: upon re-employment for the second contract;
 - c. Two year contract: upon re-employment for the third contract;
 - d. Three year contract: upon re-employment for the fourth contract;
 - e. Five year contract: upon re-employment for the fifth contract and every contract thereafter.
10. Any teacher eligible for a multi-year limited contract may be given no more than two one (1) year probationary contracts provided that such teacher is notified on or before April 30th with written reasons directed at the professional improvement of the teacher. Any teacher having been employed under one or more probationary limited contracts and is recommended for re-employment under a non-probationary limited contract will be recommended for a contract of the duration set forth in Section 9.07. The appropriate contract duration will be that which would have been awarded had the probationary limited contract or contracts not been served.
 11. Teachers becoming eligible for a Continuing Contract during the term of a limited contract shall be considered for a Continuing Contract at the regular Board meeting during the month of April.
 12. A teacher requesting consideration shall waive his/her right to the remainder of his/her limited and Supplemental contract. The Board of Education then shall consider the individual under 3319.11 of the ORC.
 13. Any teacher who intends to request such consideration must notify the building principal, in writing, (copy to Superintendent's Office) not later than January 1 of the school year in which consideration is requested and shall have certificate in hand by April 1.

ARTICLE X TEACHER EVALUATIONS

Definition of Terms

Visitation - This happens spontaneously with no notice, is relatively short term, feedback (oral or written) is given to the teacher as necessary. Feedback shall be used solely for Professional Growth and shared solely with the teacher and shall not be used as part of the evaluation.

Observation - Notice is given, written feedback is given for educational improvements. This happens as a part of the Negotiated Agreement and leads to evaluation.

Evaluation - Recommendation for contract happens after appropriate observation(s).

1. The objective of the evaluation program is to improve the teaching performance, to stimulate professional growth, and to provide an accurate reflection of a teacher's job performance.

2. Teachers employed by the school district shall have a reasonable expectation of continued employment provided that their services are competent, efficient, and satisfactory.
3. The supervision and evaluation of a teacher shall be within his/her scope of employment:
A) instructional techniques, B) classroom organization and management, and C) knowledge of subject matter.
4. All formal evaluations and observations shall be reduced to writing. Teachers shall be observed within 2-5 working days after principal's written notification. Observations shall not be two days in a row and feedback shall occur before a second observation. Mutual agreements may be made to alter this process.
5. A copy of the written formal observation shall be submitted to the teacher being formally observed within five (5) working days following said observation. Upon receipt of the formal observation, the teacher shall have the right to a follow-up conference to be held within five (5) working days.
6. If the teacher objects to the formal written observation with respect to its contents, the teacher shall have the right to attach his/her comments and signature indicating receipt of the form. Prefacing the signature line for the teacher shall be the statement that this signature indicates that the teacher has read the form, but does not necessarily agree with each or any of the comments contained therein.
7. All teachers are to be formally observed and evaluated at least once a year. Teachers with less than three (3) years in the district shall have at least two (2) formal classroom observations and be evaluated with a follow-up conference.
8. No later than January 15, a copy of the formal written evaluation report for the teacher's first annual evaluation shall be given to the teacher and a conference shall be held between the teacher and the evaluator.
9. No later than April 10, a copy of the formal written evaluation report for the teacher's second annual evaluation shall be given to the teacher and a conference shall be held between the teacher and the evaluator.
10. All evaluations must be dated and signed by the teacher and administrator no later than five (5) working days following the conference, and before they are made a part of the permanent file.
11. When the Board or any of its administrative agents deem that a teacher's performance may be unsatisfactory and it is the intention to recommend involuntary transfer, non-renewal or termination; the appropriate administrator shall notify such teacher of his/her intent in writing. Such notification shall set forth the specific areas of alleged unsatisfactory performance, and indicate what specific guidance, assistance, or professional direction was given.

12. No teacher shall be observed within one (1) working day before or after a holiday or break within the school calendar.
13. Performance Evaluations shall be conducted only by a building principal or other appropriate administrators.
14. This provision applies only to the evaluation of teaching positions. The Board of Education may adopt and implement provisions for the evaluation of services rendered under supplemental contracts.

**ARTICLE XI
PROCEDURE FOR NON-RENEWAL
OF A TEACHER'S LIMITED CONTRACT**

1. Reasons for non-renewal of a teacher's contract shall be based upon the evaluation of the individual's total job performance. Reasons for non-renewal of a teacher's contract shall be given in writing to the teacher by the Superintendent as to why the Superintendent intends to recommend the teacher's contract not be renewed. After the first two years, reasons for non-renewal shall be for just cause.
2. A teacher who has been so advised shall be granted, upon request, a conference with the Superintendent. The conference shall be held within ten (10) school days of request. A decision in writing shall be rendered by the Superintendent within five (5) school days.
3. The reasons for non-renewal of the first two limited contracts given pursuant to this section shall not be challenged by utilization of the grievance procedure, provided that nothing in this subsection shall be construed as a waiver to bring any cause of action in any court of competent jurisdiction he/she might have against the Board, Board members, or any employee of the Board of Education.
4. Such teacher shall have the right to be represented by a person of his/her choice at the conference set forth in paragraph.
5. This Article shall not apply to the non-renewal of Supplemental Contracts.
6. The parties acknowledge that the foregoing non-renewal of limited contracts provisions are intended to supersede and take the place of all evaluation and nonrenewal procedures contained in the Ohio revised Code, Sections 3319.11 and 3319.111.

**ARTICLE XII
SALARY AND BENEFITS**

1. Before the salary of a teacher is determined under the provisions of this schedule, he/she shall file a certificate of transcript from the training institution certifying the number of semester or quarter hours earned, and this certificate must be filed with the Superintendent by

September 15 of the school year beginning. No teacher shall be eligible to receive remuneration for teaching until he/she has filed a valid Ohio Teaching Certificate or License with the Superintendent of Schools.

2. A year of credit for teaching service must consist of at least 120 days in one continuous school year. Credit will not be given for apprenticeship or training to be used as part of one's educational requirements for receiving a degree or certification.
3. Teacher's contract salaries will be issued in twenty-six (26) pay periods.
4. Credits must be earned in those institutions approved by the Board of Education, and the State Board of Regents in order to be considered for placement on the salary schedule. All steps indicated above the Bachelor's Degree Level signify that the teacher has earned that number of additional credits after receiving the Bachelor's Degree.
5. Each teacher who has completed training which would qualify that teacher for a higher salary bracket pursuant to RC 3317.14 shall file by the fifteenth (15th) day of September with the Treasurer of the Board of Education satisfactory evidence of the completion of such additional training, in order to be placed at that salary level for the ensuing school year. Any teacher not meeting the September 15 deadline who subsequently earns sufficient credits to advance on the salary scale may submit satisfactory evidence of completion to the Treasurer by January 15 in order to move to a higher salary bracket for the second semester of the school year. For the purpose of placement on the salary schedule in this agreement, five (5) years of training means at least 150 semester hours or the equivalent and a Bachelor's Degree from a recognized college or university.
6. The regulations in this document regarding placement on the salary schedule for credits earned shall not be retroactive.

A. Index

2011 - 2015

STEP	BACHELORS	BACHELORS +150	MASTERS	MASTERS+15	MASTERS+30
0	1.00000	1.05000	1.10000	1.15000	1.20000
1	1.04500	1.10000	1.15500	1.20420	1.25500
2	1.09000	1.15000	1.21000	1.25830	1.31000
3	1.13500	1.20000	1.26500	1.31250	1.36500
4	1.18000	1.25000	1.32000	1.36670	1.42000
5	1.22500	1.30000	1.37500	1.42080	1.47500
6	1.27000	1.35000	1.43000	1.47500	1.53000
7	1.31500	1.40000	1.48500	1.52920	1.58500
8	1.36000	1.45000	1.54000	1.58330	1.64000
9	1.40500	1.50000	1.59500	1.63750	1.69500
10	1.45000	1.55000	1.65000	1.69170	1.75000
11	1.49500	1.60000	1.70500	1.74580	1.80500
12	1.54000	1.65000	1.76000	1.80000	1.86000
13	1.58500	1.70000	1.81500	1.85420	1.91500
20	1.63000	1.75000	1.87000	1.90840	1.97000
27	1.67500	1.80000	1.92500	1.97500	2.02500

1. The index and base salary for non-degree certificated staff shall be as provided by Board policy.
2. Hours earned in excess of a Masters Degree for purposes of this schedule shall include only credit hours in the field of education earned after completion of the Masters Degree.
3. The Association and the Board agree to suspend the step increase as outlined below, with no increase on the base for a two-year period. Employees will continue to move on the salary grid for a Master Degree and Graduate Hours.

2012-2013 – Suspend step increase, 0% on the base
 2013-2014 – Suspend step increase, 0% on the base
 2014-2015 - Resume step increase, 1.5% on the base

The BA-0 base salary for the 2011-2012 school year shall be \$33,100. The BA-0 base salary for the 2012-2013 school year shall be \$33,100. The BA-0 base salary for the 2013-2014 school year shall be \$33,100. The BA-0 base salary for 2014-2015 school year shall be \$33,597.

B. Performance Recognition

1. The Board recognizes the hard work, dedication, and success that the staff has experienced over the past several years. A Performance Recognition in the amount of 3% of each employee's salary will be awarded during the 2012-2013 and 2013-2014 school years.
2. The Performance Recognition shall be a separate, lump-sum payment paid to the employee on the date of the first pay of the 2012-2013 and 2013-2014 school years.
3. In order to receive a Performance Recognition payment for the 2012-2013 school year, the employee must have been employed as a member of the bargaining unit in the LHLSD both in the 2011-2012 and 2012-2013 school years.
4. In order to receive a Performance Recognition payment for the 2013-2014 school year, the employee must have been employed as a member of the bargaining unit in the LHLSD both in the 2012-2013 and 2013-2014 school years.
5. Any bargaining unit member who is employed less than a full year and/or part-time shall be paid a prorated Performance Recognition.

C. Salary

**SALARY SCHEDULE 2011-2012
SALARY SCHEDULE AND PERFORMANCE RECOGNITION 2012-2013 AND 2013-2014**

STEP	BA	BA+150	MA	MA+15	MA+30
0	33100 933	34,755 1,043	36,410 1,092	38,065 1,142	39,720 1,192
1	34,590 1,038	36,410 1,092	38,231 1,147	39,859 1,196	41,541 1,246
2	36,079 1,082	38,065 1,142	40,051 1,202	41,650 1,250	43,361 1,301
3	37,569 1,127	39,720 1,192	41,872 1,256	43,444 1,303	45,182 1,355
4	39,058 1,172	41,375 1,241	43,692 1,311	45,238 1,357	47,002 1,410
5	40,548 1,216	43,030 1,291	45,513 1,365	47,028 1,411	48,823 1,465
6	42,037 1,261	44,685 1,341	47,333 1,420	48,823 1,465	50,643 1,519
7	43,527 1,306	46,340 1,390	49,154 1,475	50,617 1,519	52,464 1,574
8	45,016 1,350	47,995 1,440	50,974 1,529	52,407 1,572	54,284 1,629
9	46,506 1,395	49,650 1,490	52,795 1,584	54,201 1,626	56,105 1,683
10	47,995 1,440	51,305 1,539	54,615 1,638	55,995 1,680	57,925 1,738
11	49,485 1,485	52,960 1,589	56,436 1,693	57,786 1,734	59,746 1,792
12	50,974 1,529	54,615 1,638	58,256 1,748	59,580 1,787	61,566 1,847
13	52,464 1,574	56,270 1,688	60,077 1,802	61,374 1,841	63,387 1,902
20	53,953 1,619	57,925 1,738	61,897 1,857	63,168 1,895	65,207 1,956
27	55,443 1,663	59,580 1,787	63,718 1,912	65,373 1,961	67,028 2,011

**SALARY SCHEDULE
2014-2015**

1.5% STEP	BA	BA+150	MA	MA+15	MA+30
0	33,597 1.0000	35,277 1.0500	36,957 1.1000	38,637 1.1500	40,316 1.2000
1	35,109 1.0450	36,957 1.1000	38,805 1.1550	40,458 1.2042	42,164 1.2550
2	36,621 1.0900	38,637 1.1500	42,662 1.2100	42,275 1.2583	44,012 1.3100
3	38,133 1.1350	40,316 1.2000	42,500 1.2650	44,096 1.3125	45,860 1.3650
4	39,644 1.1800	41,996 1.2500	44,348 1.3200	45,917 1.3667	47,708 1.4200
5	41,156 1.2250	43,676 1.3000	46,196 1.3750	47,735 1.4208	49,556 1.4750
6	42,668 1.2700	45,356 1.3500	48,044 1.4300	49,556 1.4750	51,403 1.5300
7	44,180 1.3150	47,036 1.4000	49,892 1.4850	51,377 1.5290	53,251 1.5850
8	45,692 1.3600	48,716 1.4500	51,739 1.5400	53,194 1.5833	55,099 1.6400
9	47,204 1.4050	50,396 1.5000	53,587 1.5950	55,015 1.6375	56,947 1.6950
10	48,716 1.4500	52,075 1.5500	55,435 1.6500	56,836 1.6917	58,795 1.7500
11	50,228 1.4950	53,755 1.6000	57,283 1.7050	58,654 1.7458	60,643 1.8050
12	51,739 1.5400	55,435 1.6500	59,131 1.7600	60,475 1.8000	62,490 1.8600
13	53,231 1.5850	57,115 1.7000	60,979 1.8150	62,296 1.8542	64,338 1.9150
20	54,763 1.6300	58,795 1.7500	62,826 1.8700	64,117 1.9084	66,186 1.9700
27	56,275 1.6750	60,475 1.8000	64,674 1.9250	66,354 1.9750	68,034 2.0250

D. Rehired Retirees

Any teacher who retired under STRS and subsequently is employed in the district may be hired at a rate of pay different from his or her years of service as specified in the salary index contained in this agreement. Teachers will be paid at their academic training level at no fewer than three (3) years experience, and employed on a yearly basis. If employed in consecutive years, they will move to the next step on the salary scale. All contracts will expire at the conclusion of the last contracted teacher day, unless the Board acts to renew the contract on or before April 30. All rehired retirees shall be observed and evaluated at least twice a year.

This provision and such salary and individual contract provisions with a member expressly supersede ORC Section 3317.13 and all other applicable laws.

While employed by the district subsequent to retirement, such member who is interested in obtaining health care benefits must opt for the health care benefits offered by the Logan-Hocking School District or an outside source. Reemployed retirees must pay the total premium of such insurance. However, the Board will reimburse retired teachers for their out of pocket expenses for insurance premiums, not to exceed \$1,500 per year. Additional benefits the retired member is eligible for include the Section 125 Plan and Life Insurance.

Such retired member is not eligible to receive a severance payment upon leaving employment with the district, nor will he or she accrue seniority.

This provision of the agreement and such salary and contract will not be grievable under the grievance procedures on this agreement nor through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.

Rehired retirees shall not exceed five percent (5%) of the bargaining unit.

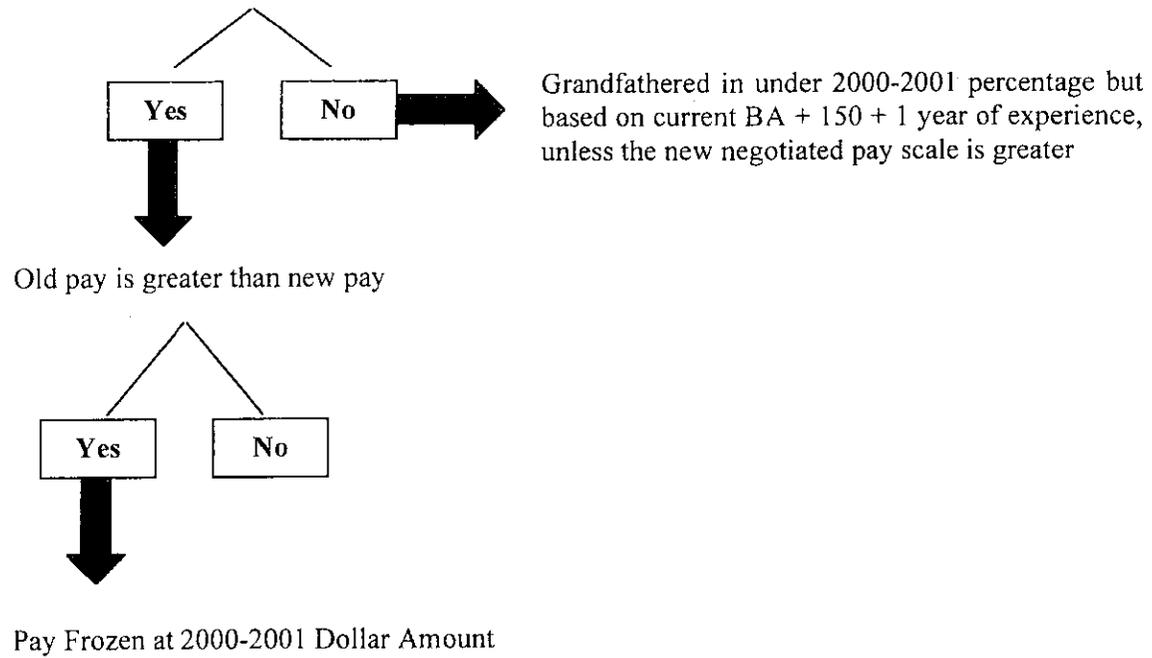
E. Supplementals

Certificated employees of the Board shall be compensated for supplemental duties according to the attached supplemental salary schedule, which is based on three tiers. All tiers are based on a 0 years experience on the salary scale. 0-4 years – BA, 5 years – BA + 150, and 10+ years – MA. If 0.5 years of experience, do not round up to 1.0.

If moving to a position of higher responsibility within the same area (i.e. Assistant Varsity to Varsity), bargaining unit members will be given credit of 0.5 for each year in the lower position. If moving to a lower position (i.e. Varsity to Assistant Varsity), all credit in the higher position will be honored. A move from one area to another (i.e. Football to Basketball) will start at the first step in the supplemental schedule.

The following guidelines for implementation shall be applied as of the beginning of the 2001-2002 school year for those who were under contract for the 2000-2001 school year.

1) Less than 10 years experience



2) Those who resign a supplemental, then return, shall fall under the new supplemental guidelines.

SUPPLEMENTAL PAY

% for Athletic Supplementals with steps as follows:

0 – 4 years – BA

5 – 9 years – BA + 150

10+ years – MA

ATHLETIC

FOOTBALL

a. Varsity	17.50%	1 position
b. Varsity Assistant	12.00%	4 positions
c. Freshman	10.00%	2 positions
d. Middle School		
1. 7th grade	8.00%	2 positions
2. 8th grade	8.00%	2 positions

BASKETBALL (Boys and Girls)

a. Varsity	17.50%	2 positions
b. Varsity Assistant	12.00%	2 positions
c. Reserve	12.00%	2 positions
d. Freshman	10.00%	2 positions
e. Middle School		
1. 7th grade	8.00%	2 positions
2. 8th grade	8.00%	2 positions

BASEBALL and SOFTBALL (Boys and Girls)

a. Varsity	13.00%	2 positions
b. Varsity Assistant	9.00%	2 positions
c. Reserve	7.00%	4 positions

TRACK (Boys and Girls)

a. Varsity	13.00%	2 positions
b. Varsity Assistant	9.00%	4 positions
c. Middle School		
1. 7th grade	7.00%	2 positions
2. 8th grade	7.00%	2 positions

WRESTLING

a. Varsity	13.00%	1 position
b. Varsity Assistant	9.00%	1 position
c. Middle School		
1. 7th grade	7.00%	1 position
2. 8th grade	7.00%	1 position

VOLLEYBALL (Girls)

a. Varsity	13.00%	1 position
b. Varsity Assistant	9.00%	1 position
c. Reserve	9.00%	1 position
c. Freshman	9.00%	1 position
d. Middle School		
1. 7th grade	7.00%	1 position
2. 8th grade	7.00%	1 position

SOCCER (Boys and Girls)

a. Varsity	13.00%	2 positions
b. Varsity Assistant	9.00%	2 positions
c. Middle School	7.00%	2 positions

GOLF (Boys and Girls)

a. Varsity	9.00%	2 positions
b. Varsity Assistant	6.00%	2 positions

TENNIS (Boys/Girls)

a. Varsity (Boys)	9.00%	1 position
b. Varsity (Girls)	9.00%	1 position

CROSS COUNTRY (Boys/Girls)

a. Varsity (Boys)	9.00%	1 position
b. Varsity (Girls)	9.00%	1 position

ATHLETIC TRAINER

30.00%	1 position
--------	------------

CHEERLEADER (ONE PER SEASON)

a. Varsity	7.00%	2 positions (Seasonal)
b. Varsity Assistant	7.00%	2 positions (Seasonal)
c. Freshman	5.00%	2 positions (Seasonal)
d. Middle School	5.00%	2 positions (Seasonal)

WEIGHT ROOM (Monthly)

a. September – July	1.00%	11 positions
---------------------	-------	--------------

BOWLING (BOYS/GIRLS)

6.00%	1 position
-------	------------

EVENTS MANAGER

a. HS – Fall	4.00%	1 position
HS – Winter	4.00%	1 position
b. MS – Fall	4.00%	1 position
MS – Winter	4.00%	1 position

ACADEMIC

INSTRUMENTAL MUSIC

a. Director	20.00%	1 position
b. Assistant Director (10 mo.)	15.00%	2 positions
c. Assistant Director (9 mo.)	10.00%	1 position

VOCAL MUSIC

a. HS Vocal Music Director	12.00%	1 position
b. MS Vocal Music Director	3.00%	1 position

THEATER

a. Director of Theater	6.00%	1 position
b. Technical Director	2.00%	1 position

DEPARTMENT HEADS

a. High School (Elective Technologies, English/Foreign Language, Fine Arts, Guidance, Math, Physical Education/Health, Science, Social Studies, Special Education)	3.00%	9 positions
b. Middle School (Elective Technologies, English/Foreign Language, Fine Arts, Grades 5/6, Guidance, Math, Physical Education/Health, Science, Social Studies, Special Education)	3.00%	9 positions
c. Elementary Grades (Preschool, Kindergarten, Grade 1, Grade 2, Grade 3, Grade 4, Intervention Specialists, Title I, Unified Arts)	2.00%	9 positions

JOURNALISM

a. Chieftain Advisor	10.00%	1 position
b. Middle School Advisor	10.00%	1 position

CLASS ADVISORS

a. Senior	3.00%	1 position
b. Junior	7.50%	1 position
c. Sophomore	3.00%	1 position
d. Freshman	3.00%	1 position

YEAR BOOK

a. Aerial (HS)	10.00%	1 position
b. Tempus (MS)	6.00%	1 position

ELEMENTARY TEACHERS

a. Safety Patrol	1.00%	As needed
------------------	-------	-----------

DIRECTOR OF ARTS FESTIVAL

3.00%	1 position
-------	------------

WORK STUDY EVALUATOR

10.00%	1 position
--------	------------

TV-2	10.00%	1 position
STUDENT COUNCIL		
a. High School	5.00%	1 position
b. Middle School	3.00%	1 position
c. Elementary	2.00%	As needed up to 5 positions
INTRAMURAL DIRECTOR	5.00%	1 position
CAREER ED./ENRICHMENT REP	3.00%	1 per building
MOCK TRIAL	3.00%	1 position
NATIONAL HONOR SOCIETY	3.00%	1 position
RENAISSANCE COORDINATOR	1.00%	1 position
ACADEMIC COACHES (Math Counts, Odyssey of the Mind, Envirothon, Science Olympiad, In the Know)	3.00%	5 positions
MENTORS (For Entry Year Teachers)	3.50%	As needed
LEAD MENTOR	5.00%	1 position
ENERGY EDUC. SPECIALIST	As negotiated*	1 position *See MOU, p.54

SUPERVISOR FOR PROFESSIONAL INTERNS

The Ohio Ethics Commission no longer permits colleges to compensate individual teachers who host teacher candidates. Per funding availability, all colleges and universities will instead compensate school districts. The administration will disburse funds received to those teachers who supervise a student teacher.

EXTENDED SERVICE

Only those positions that qualify for funding under the provisions of the State Foundation Program will be accepted as extended service positions for salary purposes in the Logan-Hocking Local Schools. Certified employees who work on extended service shall be paid at a daily rate of 1/183 of the regular contract salary.

F. Insurance

Medical

1. The insurance carrier is to be designated by the Board. The Board shall pay the percentage of health insurance premiums during the duration of this contract as follows:

School Year	Hired prior to May 4, 2009	Hired after May 4, 2009	Hired after ratification of contract
2012-2013	92.5%	90%	85%
2013-2014	90%	90%	85%
2014-2015	90%	90%	85%

2. Coverage for new members will be effective the first day of the month following their first day of employment.
3. The Board recognizes that a collaborative effort among all Logan-Hocking School employees is essential. Therefore, a Labor-Management Health Insurance Committee will be formed in order to discuss, evaluate and recommend options for employee health insurance. This committee will meet at least annually. In the event that health insurance premiums increase by more than ten percent (10%) in any one (1) year, the committee shall meet to review the data and to consider cost-containment alternatives.
4. Members of the same household with both spouses employed by the Board shall only be covered by the most cost-effective plan for the District. Said members shall not be entitled to participate in the health insurance Opt-Out incentive plan pursuant to the related paragraph of this article.
5. The Association and the Board agree to work together to explore a health insurance plan with a high deductible and a Health Savings Account, a Voluntary Employees Beneficiary Association (VEBA) contract, or other insurance options.
6. Employees taking insurance shall also have an IRS Section 125 flexible spending account established for them on an annual basis, October 1 through September 30. The flexible spending account shall be in the amount of \$250 – Single, \$500 – Family Plan and may be used for reimbursement of medical expenses which are not otherwise covered or reimbursed for the employee. Reimbursements shall be conditioned upon presentation of necessary documentation of the expense. This account shall not be cumulative.

Life Insurance

The Board will provide \$50,000 of Life Insurance for all bargaining unit members.

Dental Insurance

The Board will pay 90% of the insurance premium. The insurance carrier is to be designated

by the Board.

Payment in Lieu of Health Insurance

1. Eligible Participants

Full time bargaining unit members who are currently insured under the health insurance plan provided in the Agreement, and who may be insured under another health insurance plan, may elect to opt-out of the Board-approved health insurance plan by completing the Application for Participation In Health Insurance Conservation Incentive Plan. Members of the same household with both spouses employed by the Board shall not be eligible to participate.

2. Opt-Out Incentive Plan

Eligible unit members electing to opt-out of the Board-approved health insurance plan shall receive an incentive payment in accordance with the following table: (The incentive payment will be pro-rated for employees who opt-out of the insurance program for less than the full contract year.)

Number of unit members opting out of insurance	Amount of incentive per member for single plan opt-out	Amount of incentive per member for family plan opt-out
16 or less	\$200.00 \$16.67/month	\$400.00 \$33.33/month
17 – 18	\$300.00 \$25.00/month	\$800.00 \$66.67/month
19 – 21	\$450.00 \$37.50/month	\$1,200.00 \$100.00/month
22 – 24	\$600.00 \$50.00/month	\$1,600.00 \$133.33/month
25 or more	\$750.00 \$62.50/month	\$2,000.00 \$166.67/month

3. Involuntary Changes In Insured Status

Any eligible unit member who elected to opt-out of the health insurance plan provided by this Agreement who involuntarily loses other insurance coverage through the unemployment of spouse, death of spouse, or divorce from spouse will be permitted to re-enroll in the Board-approved health insurance plan(s). Notice of intent to enroll will be provided the Treasurer not later than the third Monday of the month following a qualifying event with coverage to be effective the first day of the following month.

4. Voluntary Changes In Insured Status

Subject to provisions of paragraph 3 above, any unit member who elected to opt-out of the Board-approved health insurance plan provided in the Agreement may enroll in the Board-approved health insurance plan(s) during the next annual open enrollment period. Any such member shall notify the Treasurer that he/she intends to re-enroll in the Board-approved health insurance plan(s).

5. Reimbursement Date

Eligible members opting-out of the health insurance plan provided in this Agreement shall be reimbursed in accordance with the provisions of Section 2 above in two installments paid in the last pay in December and the last pay in June.

Vision

The Board will offer vision insurance as a voluntary, employee paid, payroll deduction.

Internal Revenue Service Section 125 Plan

1. Effective September 1, 1997, the Board shall apply that part of the teacher's salary which is the teacher's participation in the monthly health benefits premium so as to tax shelter that participation. Voluntary Employee payroll deductions for health insurance premiums will also be tax-sheltered. The Board shall comply with IRS and Federal law regulations in doing so.
2. A Section 125 Flexible Spending Account (FSA) shall be available to each employee. Participation in such account shall be at the option of each individual employee.

Part-time Unit Members

1. Unit members working on a part-time basis are entitled to all benefits and provisions under this negotiated agreement with the stipulation that said benefits shall be earned and utilized on a proportionate basis as the hours worked (see below).

Individual's Contract Salary

Salary (183 days)

2. Any part-time employee who is required to pay a portion of an insurance premium must do so through payroll deductions. Deductions shall be made for Board-approved insurance plans only.
3. Anyone assuming a part-time position after the close of the 1996-1997 school year will have benefits computed according to the above formula.

G. Reimbursement for Traveling Teachers

1. Teachers who have regular assignments in more than one building or by the nature of their assignments must travel during their regular day shall be reimbursed at the IRS approved rate per mile; mileage will be measured from the first school assigned for the day to the final school for the day. Teachers who are required to pick up necessary educational materials from a school prior to reporting to a teaching assignment at a different school will be reimbursed for mileage beginning with the school at which the materials are stored.
2. Teachers will submit travel vouchers on the final regularly scheduled school day of each month. In the event that a teacher is not in attendance on said day, he/she will submit said voucher on the first day he/she is back in attendance.
3. Payment of Board approved reimbursement for traveling teachers will be made as follows:
 - a. Teachers entitled to reimbursement for approved travel expenses totaling \$25.00 or more will be paid no later than the fifteenth of the month following the submission of the voucher.
 - b. Teachers entitled to reimbursement for approved travel expenses totaling, in the aggregate, less than \$25.00 will be paid for those expenses at the time of the final pay for that school year.

H. Retirement

1. Certificated employees shall receive severance pay upon retirement from active service with the Logan-Hocking Local School District as follows:
 - a. Certificated employees retiring during the first year in which the member becomes eligible for retirement will receive thirty (30) days in addition to b, c, or d below. The first year of eligibility for retirement means the year in which the employee becomes eligible for retirement benefits under STRS regulation. Employees retiring at any other time will receive a maximum benefit as described below.
 - b. Certificated employees with twenty (20) or more years of service with the Logan-Hocking Local School District, shall be paid one-fourth (1/4) of their accumulated unused sick leave with a maximum based upon one-fourth (1/4) of 240 days (60 days maximum).
 - c. Certificated employees with ten (10) or more years of service with the Logan-Hocking Local School District, shall be paid one-fourth (1/4) of their accumulated unused sick leave with a maximum based upon one-fourth (1/4) of 150 days, not to exceed 37.5 days.

- d. All other certificated employees shall be paid, as retirement pay, one-fourth (1/4) of the certificated employee's accumulated unused sick leave with a maximum based on one-fourth (1/4) of 120 days, not to exceed 30 days.
2. Payments under this provision shall be based on the certificated employee's per diem rate at the time of retirement.
3. In order to qualify for retirement pay under this section, written evidence of the employee's approval for retirement benefits from STRS must be received by the Superintendent within 120 days from the date of separation of service with the Logan-Hocking Local Schools. The payment of retirement pay shall be made only once to any one employee and shall result in the cancellation of all accumulated sick leave.
4. Employees who notify the Board of Education of their retirement by February 1 of the year in which they plan to retire, and who work through the end of the school year, shall receive a one time payment of \$1,000.00. Notification of retirement is irrevocable except at the discretion of the Board.
5. In the event of the death of an employee who would have qualified for severance, payment shall be made to the employee's estate or heirs.

I. STRS Pick-up Through Salary Reductions

1. The Board of Education agrees to deduct from the gross earnings of each member of the bargaining unit that amount determined to be the contribution to the State Teachers Retirement System. Amounts so paid will be designated as Board paid retirement contributions and will be excluded from the employee's gross earnings for Federal and State income reporting and withholding tax purposes so long as such reporting and exclusion are in compliance with Federal, State and local tax law and regulations.
2. The Association and Board agree that any salary reduction necessary to comply with this provision is a proper, lawful and uniform salary reduction.

J. Tuition Reimbursement Program

1. The Board of Education will appropriate the sum of \$75,000 per school year for the purpose of reimbursing teachers for the tuition cost of graduate study undertaken in accordance with the provisions of this section.
2. Teachers may be reimbursed for the actual cost of graduate study in Board approved courses of study leading to a Masters Degree in the field of education. Teachers completing coursework beyond the Masters Degree may be reimbursed for actual cost of post-graduate study (graduate level courses). Reimbursement will be at a rate not exceeding \$200.00 per quarter hour or \$300.00 per semester hour for all courses successfully completed provided that no teacher shall be entitled to reimbursement in the amount in excess of \$3,600.00 in any year and further provided that the aggregate amount paid in any one (1) year by the Board of Education shall not exceed the sum of \$75,000.

3. Teachers may be reimbursed for the actual cost of undergraduate study in LPDC approved courses of study in the field of education at a rate not exceeding \$15.00 per quarter hour or \$22.50 per semester hour for all courses successfully completed provided that no teacher shall be entitled to reimbursement in the amount in excess of \$250.00 in any year and further provided that the aggregate amount in any one (1) year by the Board of Education shall not exceed the sum of \$3,000.
4. The following limitations will apply:
 - a. An employee must work in the District for one (1) year in order to be eligible for any tuition reimbursement.
 - b. Reimbursement shall be paid not later than thirty (30) days after presentation of a transcript or other evidence of satisfactory completion of the course.
 - c. Applications for participation in this program must be filed in the Superintendent's office during the time frames indicated in this sub-paragraph. Additionally, applications may only be filed for the school term indicated after the various time frames.

Aug. 1 - Aug. 15 -- Fall Quarter or First Semester
25% of total funds will be distributed.

Dec. 1 - Dec. 15 -- Winter Quarter or Second Semester
25% of total funds, plus carry-over funds will be distributed.

Feb. 15 - March 1 -- Spring Quarter
25% of total funds, plus carry-over funds will be distributed.

May 1 - May 15 -- Summer Session
25% of total funds, plus carry-over funds will be distributed.

- d. Funds will be equally distributed each distribution period based on the total number of hours requested. The amount per hour in Paragraph 2 will not be exceeded.
- e. Any teacher who receives reimbursement under this provision agrees to be available for employment in the Logan-Hocking Local School District for a period of four (4) years thereafter. In the event the teacher resigns or is terminated from his or her employment prior to that time, the Board may deduct the cost of graduate study paid that teacher at the following rate:

Years of Service Completed After Graduate Stipend	Percent of Cost Deducted From Final Pays
-----	-----
0 - 2 Years	100%
2+ - 4 Years	50%

- f. Any funds collected or carried over will be added to the next year's appropriation under this agreement.

K. Payroll Deductions

1. Deductions of yearly dues, to wit: unified professional education dues (U.E.P.) and health insurance may be authorized for payroll deductions to the Treasurer of the Board of Education by a teacher. Further, teachers may authorize, in writing, additional deductions for contributions to any of the following.
 - a. F.C.P.E.
 - b. U.S. Savings Bonds
 - c. B.Y.F.
 - d. L.E.A. Scholarship
 - e. Ohio Public Employees
Deferred Compensation
 - f. OASBO 457(b) Deferred Compensation Plan
 - g. United Way
 - h. Credit Union
 - i. A.C.E.
 - j. STRS Purchase Service Credit
 - k. Other Board of Education held Scholarships
Program
2. Deductions will not be made for annuity contracts with new annuity companies (those companies not having an annuity contract with a teacher in the Logan-Hocking Local School District as of the effective date of this agreement) unless 10 or more employees request annuity deductions for that annuity company.
3. The Treasurer will directly deposit paychecks of members of the bargaining unit. Payroll stubs will be mailed to employees.

L. Event Passes

Bargaining unit members will receive free general admission to all home athletic events upon presentation of their district photo identification.

M. Certification/Licensure Cost Reimbursement

1. The Board shall reimburse bargaining unit members for all costs assessed by the Ohio Department of Education for the renewal of up to two (2) teaching certificates/licenses being used for employment in the Logan-Hocking School District.
2. The Board shall also reimburse the cost for any background checks (BCI, FBI, etc.) required by the ODE or the school district relative to the certification/licensure renewal process.

ARTICLE XIII LEAVE PROVISIONS

A. Association Leave

1. Officers and/or delegates of the Association will be granted leave to attend district, state, national teachers' association meetings, or other Association Business in accordance with this policy. A cumulative total of forty (40) paid days of such leave will be available each school year. Except in cases of emergency, Association officers and/or delegates will

notify the Superintendent, or his/her designee, at least five (5) work days in advance of the day for which Association Leave is requested. All expenses incurred in connection with Association Leave will be paid by the Association, excluding pay for substitutes.

2. Bargaining Unit Members elected to State or National offices shall be allowed an additional nine (9) days. The Board shall pay for the first seven (7), the Association for the last two (2).

B. Jury Duty Leave

When it becomes necessary for a teacher to accept jury duty, the teacher shall be paid his/her regular salary for the time spent serving jury duty. A teacher serving jury duty shall endorse and make payable to the Logan-Hocking Local School District any check received from any court as and for compensation for such jury service. Such leave shall not be deducted from any other type leave.

C. Military Leave

Military Leave will be granted to teachers pursuant to the ORC. Upon return from such service, restoration to employment shall be as provided by Section 3319.14, ORC.

D. Personal Leave

1. An employee may be absent for the purpose of conducting personal business, as provided below, that cannot be conducted at times other than such employee's regularly scheduled work day. Said paid absence shall not exceed three (3) days per school year, shall be unrestricted, and shall not be deducted from sick leave.
2. Personal Leave may not be used on the first or last teacher day of the school year or during a professional development day; except under unusual circumstances at the sole discretion of the Superintendent or his/her designee.
3. An employee must submit a written request for Personal Leave at least five (5) days in advance of the taking of Personal Leave, or Personal Leave will not be granted.
4. If the Superintendent or his/her designee, in his/her sole discretion, determines that circumstances beyond the employee's control prevent advance written request for, and written approval of, Personal Leave as required above, then the Superintendent or his/her designee may, in his/her sole discretion, grant an oral and/or late request. A written explanation shall be submitted at the earliest practical time, in no event later than five (5) days after the last day of absence. A report of such absence, signed by the employee and the Superintendent or his/her designee, shall be filed with the Treasurer within five (5) days following the last day of absence.
5. A request for Personal Leave must be made pursuant to paragraph 3. Such a request must be granted to any teacher unless more than 5% of the teachers in that teacher's building have previously applied for such leave for the same day.

6. Unused Personal Leave shall be converted to Sick Leave at the end of each school year.

E. Pregnancy Disability Leave

Leave Rights - Teachers may use sick leave or advancement thereof, as authorized by this agreement, for illnesses or disability due to pregnancy. In all cases, pregnancy disability leave shall begin and end with a statement by the employee's attending physician. Teachers for whom sufficient sick leave is not available to cover the period of disability due to pregnancy as hereafter defined shall be entitled to unpaid leave of absence for that portion of the period of disability not covered by sick leave.

Application for Leave - Application for leave of absence due to disability caused or contributed to by pregnancy shall be submitted in writing to the Superintendent's office ten (10) working days in advance of use. The employee's failure to make a timely application may be waived by the Superintendent or his/her designee.

Employer Initiated Leave - Any employer initiated leave shall be in accordance with the ORC.

F. Child Care Leave

1. In addition to the pregnancy leave provided in this article E, a teacher who is pregnant or adopting a child shall be entitled to a leave of absence without pay for child care reasons. The term of the leave shall be scheduled to the extent possible, to cause the least disruption to the educational program and may, as recommended by the Superintendent, be for the remainder of the school year and may be extended for an additional school year upon application for extension.
2. Application for Child Care Leave shall be made in writing and shall advise the Board of Education of the commencement of the leave as far in advance as possible. The application shall be filed with the Superintendent.
3. For purposes of paragraph F of this provision, "Child Care Leave" is available to a teacher who is the mother or father of an infant child (by birth or adoption) and who is directly and immediately responsible for the full-time care of that child. In the case of adoption, child care leave is available for the care of a pre-school age child.
4. Child Care Leave shall be granted without pay.
5. A teacher on Child Care Leave shall have the right to maintain in force health and life insurance benefits, pending approval and subject to the conditions of the carrier(s) involved. The teacher shall pay 100% of the premiums, in advance, directly to the Treasurer of the Board of Education by the first of each month. Failure to pay such premiums by the first of each month shall void the teacher's right to maintain insurance benefits for the duration of her leave.
6. No teacher shall return to service prior to the expiration date of such leave without the approval of the Superintendent. Any teacher who does not return to service at the stated

termination date of such leave shall be deemed as having abandoned his/her contract and all rights and privileges of employment shall thereupon be extinguished.

7. A teacher on Child Care Leave shall notify the Superintendent by July 10 of the teacher's intent to return to duty, request additional leave or resign from service.
8. Upon return the teacher shall be assigned to a position for which he or she is certified and shall resume the remaining portion of the contract after deduction of the term of the leave of absence.

G. Professional Leave

1. Professional Leave with pay may be granted by the Superintendent or his/her designee in accordance with the following policy adopted pursuant to the ORC Section 3313.20. For the purpose of authorizing attendance at professional meetings, the words "professional meetings" shall mean any gathering at which the content leads itself to increasing the knowledge of the participant in his/her assigned teaching field in such a way as to make that individual more valuable to the school system. The teacher shall submit a request for Professional Leave to the Superintendent's office no less than fifteen (15) school days before the date of the requested leave. The Superintendent or his/her appointed designee shall notify the teacher in writing of his/her decision within ten (10) school days after the receipt of the request for leave. The time limits for submitting a request for leave may be waived by the Superintendent or his/her designee at his/her discretion.
2. If the request for leave is denied, the notice will include a reason or reasons for denial, provided however, the denial of Professional Leave will not be subject to review through the grievance procedure.
3. Upon submission by the teacher on approved expense forms and approval by the Board of Education, the teacher will be reimbursed for the reasonable and necessary costs of transportation, hotel bills, meals and registration connected with the leave.
4. A teacher will write a report regarding the information gained from the meeting within one month following the leave.

H. Sabbatical Leave

1. Sabbatical Leave will be available to members of the bargaining unit who are qualified to the following provisions:
 - a. No leave will be granted unless the Board has approved a written plan of professional improvement submitted by the teacher. Such plan must include full-time attendance at an accredited college or university.
 - b. No Sabbatical Leave shall be granted to any teacher who has not been a full-time employee for at least seven (7) years in the Logan-Hocking Local Schools.
 - c. A request for leave must be submitted by March 31, immediately preceding the leave.

2. All Sabbatical Leave granted shall be under the following conditions:
 - a. No Sabbatical Leave shall exceed one (1) school year in length.
 - b. No more than three (3) percent of the instructional staff may be on Sabbatical Leave simultaneously. Requests for Sabbatical Leave may be denied if the Board determines that a particular school or curriculum area would be adversely affected by the absence.
3. Payment to teachers on Sabbatical Leave will be according to the following provisions:
 - a. Teachers on Sabbatical Leave shall be paid a part salary equal to the difference between his/her regular salary and the salary of the replacement. If no replacement is necessary, the teacher shall be paid a part salary equal to the difference between his/her regular salary and that paid a beginning teacher without experience and with a Bachelor's Degree as set forth in the adopted salary schedule.
 - b. The teacher may continue to participate in medical, dental, and term life insurance by paying, in advance, the full premiums for such coverage, provided that the insurance carrier permits such participation.

Miscellaneous:

- a. A second Sabbatical Leave, according to the provisions of the Article, may be granted to teachers who have been full-time employees of the Logan-Hocking Local Board of Education for ten (10) years following the first Sabbatical Leave.
- b. Denial of any request for Sabbatical Leave will be explained in writing to the teacher.
- c. Upon return, the teacher shall resume the remaining portion of his/her contract after the deduction of the term of the leave of absence and the teacher shall be assigned to a position for which she/he is certified.

I. Assault Leave

1. Any certificated teacher of the Logan-Hocking Local Board of Education who is assaulted while in the course of such teacher's employment and is temporarily disabled by any injury from such assault, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave as hereinafter provided. The certificated employee shall apply for Workers' Compensation. If Workers' Compensation benefits are paid, the Board shall pay to the employee the difference between the benefits received and the employee's regular salary. On those days that payment is made to the injured employee by the Bureau of Workers' Compensation, there shall be no deduction from the accumulated sick leave of the certificated employee. Assault Leave as provided herein shall not exceed more than thirty (30) days from the date of injury and shall terminate at such time Workers' Compensation payments are terminated, whichever comes first. In the event of an assault, the Bargaining Unit Member shall notify the immediate supervisor and shall notify the appropriate law enforcement agency.

J. Sick Leave

1. Teachers shall accumulate sick leave at the rate of one and one-quarter (1.25) days for each completed month of service. Sick Leave may be used, upon approval of the responsible administrative officer, for absence due to personal illness, pregnancy, injury, or exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family.
2. The definition for immediate family as used in this Article shall be: father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, of said employee and such other relatives or persons not listed above who make their home with the bargaining unit member or who, by reason of special circumstances, stand in the place of the above enumerated individuals, or other family members with Superintendent approval.
3. In the case of death, this definition shall be expanded to include the "Immediate Family" of the spouse. One day of sick leave may be used in the case of death of a person not included in the definition of "Immediate Family". Additional days may be granted at the discretion of the Superintendent.
4. Seven (7) days Sick Leave shall be advanced to each teacher at the time of the teacher's initial employment with the Logan-Hocking Local School District. This advance of Sick Leave will be charged against that teacher's accumulated Sick Leave.
5. Unused Sick Leave shall be cumulative up to 320 days.

Verification – The Board of Education may require a teacher to furnish a written signed statement on a form or forms provided by the Board to justify the use of Sick Leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when consulted. Falsification of a statement may be grounds for suspension or termination of employment under sections 3319.081 and 3319.16 of the ORC.

Sick Leave Transfer – When a bargaining unit member has exhausted all of his/her accumulated sick leave and additional days are still needed, then he/she may request through the Association that the additional days be transferred from other bargaining unit members' accumulated sick leave. The Association shall establish an internal policy to administer such a transfer. The Association shall notify, in writing, the Treasurer of the Board; the number of days to be deducted, from whom, and the person receiving the transferred days. Included in the notice shall be a signed statement by the bargaining unit member involved authorizing the Board Treasurer to transfer the days. Donation shall be limited to five (5) days per bargaining unit member per school year. Sick leave transferred to another member shall be counted as a day against sick leave in paragraph G. Sick leave days transferred then returned prior to the end of the current fiscal year will not be counted as a day against sick leave in paragraph G. Any teacher who has received sick leave transfer days under this provision agrees to be available for employment in the Logan-Hocking Local School District for a period of two years thereafter. In the event the teacher resigns his or her

employment prior to that time, the Board shall deduct the teacher's per diem for the number of days transferred. Leaving the district for disability and/or any other reason directly related to the illness shall be the only exceptions.

Absence Report Procedure – Any employee who intends to utilize a sick leave day will contact his/her building principal to notify of his/her absence. In the event the building principal lives outside the Logan phone exchange, that call shall be a collect call.

K. Leave of Absence

1. Leaves of Absence for certificated personnel may be applied for by filing with the Superintendent a letter requesting the leave together with reasons for the request.
2. The Board of Education may grant the Leave of Absence for the period requested or for such other period as it deems appropriate but not to exceed two years.
3. Leaves of Absence are without pay or other benefits except that an employee may, upon payment of the entire monthly premium amounts as due, request the continuation of insurance benefits. Such benefits will be subject to approval by the insurance carrier. Any employee requesting the continuation of insurance must notify the treasurer at or before the commencement of the leave.

L. Family and Medical Leave

1. Notwithstanding other provisions of this agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this agreement agree that all benefits guaranteed by the Act will be provided to employees covered by this agreement. Any alleged violations of the Act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing their rights under the act as provided by law.
2. Eligibility - An employee must have worked 1250 hours with the Logan-Hocking Local School District in the 12 month period preceding leave to be eligible for benefits under the Act.
3. Leaves granted under the Act shall be granted upon request at the expiration of those granted under the Family and Medical Leave Act. Return from any unpaid leave shall be under the same terms as those provided for under the Family and Medical Leave Act. However, eligible employees may choose to substitute paid leave granted by other provisions of this agreement for all or part of the unpaid leave granted under this article.
4. The year begins the date a leave is started.

ARTICLE XIV JOB SECURITY

A. Vacancies, Transfers, and Promotions

Voluntary Transfers

1. Any time a vacancy occurs the Superintendent or his/her designee shall notify the certified staff. During months school is in session, such vacancies will be posted in each building; during the summer months such vacancies will be posted to the district web-site and on the information voice mailbox of the Board Office phone system. Vacancy notices will be provided to the LEA President. Ten (10) days prior to the first (1st) day of the teachers' school year, the Superintendent has the option to fill positions at his/her discretion.
2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than five (5) working days after posting. In cases of urgent necessity, the Superintendent may fill a vacancy within the five (5) day period.
3. Mid-year vacancies shall be filled by bid of bargaining unit members. If the selected applicant cannot be logistically placed at mid-year, then the applicant shall assume said position at the beginning of the next year. In the event the mid-year vacancies must be filled by interim personnel, such person shall relinquish the position to the selected applicant at the beginning of the next school year. A displaced teacher under this provision shall receive all benefits of Article XVI (RIF).
4. In acting on requests for voluntary reassignment and/or transfer, the Board shall only consider the following criteria:
 - a. Proper certification and licensure as required by the Ohio Department of Education. (Any and all certifications and licensures that the Ohio Department of Education deems as proper certification and licensure for a position shall be considered equally.)
 - b. Teacher experience at grade level and/or subject area.
 - c. District seniority. District seniority shall be defined as continuous, uninterrupted employment in the Bargaining Unit.
 - d. Where the foregoing factors are substantially equal, the determining factor shall be based on the Superintendent's discretion following an interview of all applicants.

Involuntary Reassignments

1. Members of the bargaining unit who are involuntarily reassigned to a different building or teaching position (elementary – grade level and/or area of certification; middle school – content area and/or grade level; high school – department) will be notified of the reassignment in writing by certified mail. The written notification shall include reasons

for transfer. If the reason for the reassignment is due to unsatisfactory performance, it must have been referenced and noted in the teacher's most recent evaluation. Reasons for reassignment shall not be based solely on student test scores. Such members may request a meeting with the Superintendent to discuss the transfer and may have an Association Representative present at such meeting.

2. Bargaining unit members being transferred as a result of demographic changes shall be based upon seniority.
 - a. For the purpose of this Article, seniority shall be defined as continuous, uninterrupted employment in the bargaining unit.
 - b. The bargaining unit member having the least seniority shall be displaced unless a more senior teacher in the same grade level (elementary) or subject area (middle and high school) volunteers to be displaced.
 - c. The displaced teacher shall have the right to either take the position of the teacher with least district-wide seniority for which he or she is qualified or bid on all other posted vacancies.
3. Members of the bargaining unit who are involuntarily reassigned after August 1 will be granted two (2) days extended service for the purpose of preparing for the reassignment.
4. Extended Service shall be defined as, for purposes of this Article, 2/183 of regular contract salary.

Promotions

1. Promotional positions are defined as positions paying a salary differential and/or positions on the administrative /supervisory level, including but not limited to positions such as assistant principal, principal, coordinator, project director, but excluding the positions of Superintendent and Assistant Superintendent.
2. The Superintendent shall post a notice in each school of any administrative/supervisory vacancy. Such notice shall include the duties, compensation and qualification for the position. A copy of said notice will be given to the Association at the time of the posting.
3. Teachers who desire to apply for such positions shall submit their applications, in writing, to the Superintendent not later than five (5) days after posting.

B. Reduction in Staff

1. The employment contracts of teachers may be suspended, pursuant to section 3319.17, ORC, when the position to which such teachers are assigned or eliminated as a result of any of the following:
 - a. Insufficient funds available to the Board. The Board shall meet with and seek input from the Association prior to taking action;
 - b. A reasonable reduction in pupil enrollment;
 - c. The suspension of schools;
 - d. Territorial changes affecting the school district;
 - e. Return to duty of regular teachers after leaves of absence.
2. If the Board is contemplating the lay-off (suspension of employment contracts) of any teachers, it shall so notify the Association at least thirty (30) days before the proposed effective date of the lay-off, except in cases of emergency. Such notice shall be in writing and shall include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Within fifteen (15) days after receiving the aforesaid notice, the Board shall, if requested to do so, grant the Association the opportunity to appear before the Board to present written and oral arguments concerning the reduction in force. If the contemplated lay-off is as a result of insufficient funds available to the Board, the Board shall, in connection with said appearance, make available to the Association all relevant data at Board expense.
3. Upon the recommendation of the Superintendent, contracts shall be suspended on the basis of least seniority within each teaching field affected. Every teacher's name shall appear in order of seniority on a list for his or her area(s) of certification. Teachers with continuing contracts shall be deemed senior to all teachers on limited contracts.
4. Any teacher who is laid off shall be notified, in writing, at least thirty (30) days before the effective date of the lay-off, except in cases of emergency. Such notice shall include the proposed time schedule and the reasons for the proposed action.
5. For purposes of this Article, seniority shall be computed from a teacher's date of continuous, uninterrupted employment in the bargaining unit. Seniority shall continue to accrue during all leaves of absence including disability retirement for up to five (5) years. When seniority is equal, upon consultation with the Association, the teacher to be laid off shall be determined by the Superintendent.
6. Upon the giving of notice as provided in section 2 of this article, the Superintendent shall cause a list to be posted in each school building, showing the seniority of each teacher employed by the Board and shall promptly cause the posting of any changes in said list. A copy of such list and all changes thereto shall be given to the President of the Association and/or his/her designated representative.

7. A teacher who is laid off shall remain on the recall list for 24 months after the effective date of his/her lay-off unless he/she:
 - a. waives his/her recall rights in writing;
 - b. resigns;
 - c. fails to accept recall to the position that he/she held immediately prior to the lay-off or to a substantially equivalent position;
 - d. fails to report for work in a position that he/she has accepted within ten days after receipt of the notice of recall by registered or certified mail, unless such employee is sick or injured. If a teacher has secured temporary employment elsewhere, he/she will be allowed a reasonable amount of additional time before being required to report to work.

8. When there is a vacancy in a bargaining unit position, that teacher with the most seniority among those teachers laid off and certificated for the position shall be recalled by the Board at the same seniority, level of salary and fringe benefits as he or she would have received if the lay-off had not taken place; provided, however, that such teacher shall not be granted service credit, for salary purposes, for such time such teacher's contract was suspended. No new teachers may be hired by the Board for any position as long as there is an eligible teacher certificated for the position on the recall list as provided in Sections 7, 8 and 9 of this article.

9. Notice of recall shall be given in writing and sent by certified mail to the last address given to the Board by the teacher. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within ten days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.

C. Sub-contracting

The Board of Education will not subcontract regular teaching or supplemental contract duties currently being performed by bargaining unit members without first posting those duties as provided in Article XV of the Master Agreement. Any new teaching or supplemental positions will also be first posted in accordance with the Master Agreement. This provision does not apply to student teaching and intern programs.

**ARTICLE XV
TERMS AND CONDITIONS**

A. Length of School Year and Day

School Year

1. The calendar adopted by the Board shall not exceed one-hundred eighty-three (183) days.
2. The Board shall have the right and hereby reserves the right to adopt and adjust the calendar to provide for emergencies and make-up days. Furthermore, if the State of Ohio mandates additional teacher days, bargaining unit members shall be compensated additionally at their regular daily rate for up to four (4) days beyond the negotiated school year. In the event that more than four (4) additional days are mandated, the parties agree to reconvene to negotiate compensation. A teacher-day shall be only those days counted as in session and days designated as record days, in-service days and other days by the Board for teacher attendance.
3. A committee consisting of two people, appointed by the Superintendent and three LEA members, appointed by the Association President, shall meet in February each year to construct up to three proposed school calendars which shall include five (5) make-up days for two years hence. Employees shall vote on the proposed calendars and the one receiving the most votes shall be submitted to the Board for consideration.
4. Except in case(s) of emergency when it is necessary to adjust the calendar to provide additional make-up days, the committee designated in paragraph C above shall develop possible calendars. Employees shall vote on these calendars and the calendar receiving the most votes shall be submitted to the Board for its consideration. If the Board adopts an alternative calendar, the parties shall meet within five (5) working days to negotiate the effects.
5. In case(s) of emergency circumstances, if the Board unilaterally adopts a change in the calendar, the Association reserves its right to negotiate the effects of that change.

School Day

1. Each member of the professional staff shall be on duty before and after regular school hours long enough to plan and carry out his/her individual professional responsibilities.
2. The school day shall not be in excess of seven hours plus a one-half hour duty free lunch period. The seven hour day may include time spent before and after the organized student school day.
3. The principal of each building is responsible for organizing the time schedule for his/her building within the framework of the above policy, with the exception of necessary faculty, grade level, and department meetings.

B. Class Size

1. A reasonable effort will be made to maintain the pupil-teacher ratio as set forth by the minimum standards of the North Central Association of Colleges and Secondary Schools.
2. Class size and teaching load shall be assigned in an equitable manner by the Superintendent and Principal.
3. In order to allow flexibility in balancing classes, in grades K-6 there may be reasonable exceptions to class sizes during the first ten student days of the school year and for the first ten student days of each semester in grades 7-12. During this period, the section shall not apply.
 - a. Let $N=25$ (K-6)
Let $N=30$ (7-12)
 - b. The number N will be used to limit the students in regular education.
 - c. In any classroom with more than N students the teacher will be paid per instructional minute.
 - d. Instructional minutes reimbursed may not exceed 420 minutes. This represents the current negotiated 7-hour teacher work day.
 - e. $\text{Base} \div 170 \times 1/25 \div 420 = \text{rate per instructional minute}$
 - f. Teachers qualifying for extra pay must complete online spreadsheet and submit to building principal for approval on the Friday ending each pay period. Late forms will not be accepted, except at the sole discretion of the Superintendent or his/her designee.
 - g. Secondary Teachers (7-12) and elementary specialists shall not have more than the accumulative number of one hundred and seventy-five (175) students per day, excluding Band, Choir, Music, Media, Physical Education, Computer, and Art. The number of students per class shall not exceed 30, excluding Band, Choir and Media.
 - h. In the event class size is over 25 in grades K-6 or over 30 in grades 7-12, teachers shall be given the choice of submitting an overage form or having additional aide time. Additional aide time shall be approved at the discretion of the administration.
 - i. A committee composed of two (2) administrators and five (5) bargaining unit members (LEA President, Art, Music, Physical Education, and Technology) will meet no later than August 1st of each year to review schedules and class size.
 - j. This section shall not apply in cases where:
 - additional teachers have been employed to help reduce class size but for which there is a lack of classroom space. In such cases, the additional teacher may be

assigned to teach in the same room, at the same time, with another teacher. Or, the additional teacher may take students from one class and instruct them in an available space elsewhere. No overage form is to be submitted.

- the overage is created due to special education students being assigned to a regular classroom with an intervention specialist working with the regular classroom teacher to provide support (two teachers in or assigned to the regular classroom). Please note: it is the intent of administration to keep class size under 25 in grades K-6 and under 30 in grades 7-12 in an inclusion setting. In the event there is a need to accommodate additional students, class size will not exceed 30 in grades K-6 and 35 in grades 7-12. If class size exceeds 30 in K-6 and 35 in a 7-12 classroom, an overage form may be submitted and payment per student will be split between the Intervention Specialist and regular classroom teacher. At no time will class size exceed room capacity per fire code regulation.
 - an aide has been assigned to the grade level full time per section h. No overage form is to be submitted.
- k. The administration will determine how many seats are appropriate in a room. In no case shall students be assigned to a classroom in greater numbers than there are stations/desks to accommodate them.

C. Building Staff Meetings

1. Building staff meetings and department head meetings will be held at such times as may be required by the principal or Superintendent. Meetings held at times other than the teacher's regular work day will not be held more often than 4 times per month. Teachers will not be required to spend more than 120 minutes per month nor more than 45 minutes beyond the normal school day in attendance at such meetings.
2. Building staff meetings the afternoon of teacher orientation day will be scheduled for not more than one hour with the remainder of the afternoon scheduled for class preparation.
3. Building administrators will use their best efforts to limit parent teacher conferences, I.A.T., and I.E.P. meetings conducted beyond school hours. Compensation will be given at the per diem rate for meetings lasting longer than one hour beyond the teacher's duty day.

D. Hazardous Condition Report

1. A teacher must report in writing to the Building Administrator an alleged hazardous condition in any school.
2. After thirty (30) days of making the report and the alleged condition still exists, the teacher must notify the Board or its designee. No Administrative reprisal shall be taken against any teacher so notifying the Board.

E. In-Service

1. The Board will pay all reasonable and necessary expenses incurred in attending workshops, seminars, conferences, in-service training sessions or other such programs, held on other than a regularly scheduled school of "in-service" day which a teacher requests and is given authorization in writing to attend or is required or requested, in writing, to attend by the Logan-Hocking Local Board of Education or the administration.
2. All teacher requests for attendance will be submitted in writing preferably not less than ten days prior to the conference for which approval is sought. All Board or Administration requests for attendance will be submitted to the teacher in writing subject to the same time limits. Denial of request will be accompanied by written reasons for such denial. Teachers who attend conferences under this section at the request of the Board or the Administration will be paid for all time spent in actual attendance at said session at his/her regular hourly rate determined as follows:

$$\frac{\text{Regular Annual Salary}}{\text{Teacher Calendar Days}} = \frac{\text{Daily Rate}}{7} = \text{Hourly Rate}$$

3. In-Service within the District shall provide for a minimum of one (1) day unencumbered time to allow teachers to work in their classrooms to complete tasks at their own discretion.

F. Fair Share Fee/Agency

Agency Fee Deduction

The Board of Education will, beginning on January 15, 1989 and during the term of this Agreement thereafter, deduct an amount equal to the annual LEA/ SEOEA/OEA/NEA membership dues (exclusive of assessments) from the paychecks of members of the bargaining unit who are not members of the LEA/ SEOEA/OEA/NEA or who cease to be members of the LEA after October 1.

Certification of Agency Fee

Not later than September 1, 1987 and annually thereafter, the LEA will certify to the Board of Education the amount of annual LEA/SEOEA/OEA/NEA membership dues paid to the LEA by members of the LEA exclusive of assessments. Such amount shall be known as the annual agency fee. The LEA will also certify the names of each member of the bargaining unit who is not then a member of the LEA or who thereafter ceases to be a member of the LEA, or who is otherwise exempt.

Deductions

The Board of Education will deduct, from the paychecks of those persons certified to it as non-members, that portion of the total annual agency fee prorated over the same period as dues are deducted from the paychecks of LEA members. Amounts deducted will be paid to the Treasurer of the LEA not later than thirty days after the date of each payroll from which deductions have been made.

Indemnification

The LEA/SEOEA/OEA/NEA shall provide legal counsel for all claims arising from the payment of agency fee(s) as provided in this agreement. Further, if the Board declines counsel provided by the LEA/SEOEA/OEA/NEA the Board shall then be required to pay its costs in such litigation for such counsel.

Rebate

Upon timely demand, non-members may appeal to the LEA for rebate of the fair share fee pursuant to the internal procedure adopted by the LEA which shall conform to Federal Law, or such non-members may submit such appeals as provided by R.C. 4117.09 (c).

Agency Fee

The agency fee(s) collected shall not be used by the LEA/ SEOEA/OEA/NEA to finance any partisan political activities or litigation unrelated to collective bargaining. The agency fee may be used for expenditures related to the collective bargaining activities of the LEA/SEOEA/OEA/NEA. The LEA/SEOEA/OEA/NEA agrees to hold the Board harmless against any and all claims arising from the agency fee process.

G. Non-Teaching Duties

Elementary bargaining unit members shall not be required to collect lunch money or submit lunch counts. Principals will make efforts to equalize all other non-teaching duties within each building.

H. Use of Special Teacher's Time - Elementary

1. The elementary teacher will not be scheduled to substitute for any other regular classroom teachers in the building when his/her class is being instructed by a special teacher.
2. The following areas are suggested as examples, not limits, for the use of professional planning time. Planning time may entail program planning with the principal, guidance counselor, central office staff; parent conference; clerical work; or research when a special teacher is instructing the regular teacher's class.

I. Teaching Assignment During Planning Period

1. The Board of Education shall strive to provide equitable scheduled conference/planning time throughout the district, exclusive of lunch or travel time. In the absence of special area teachers, e.g. elementary music and physical education, every effort will be made to obtain a substitute. All members shall have a minimum of two hundred (200) minutes per week for planning and preparation free of student responsibility. Planning time shall be in blocks of at least twenty (20) minutes and there shall be at least one (1) planning period per day. Elementary teachers will have a block of 30 minutes daily planning. This is time exclusive of the duty-free lunch or travel time and will be within the seven (7) hour school day.
2. Any member who is assigned the responsibility of another class during his/her two hundred (200) minutes shall be reimbursed for the time spent at the per diem rate unless that member volunteers to do this to help another teacher.
3. A teacher may be required by a building principal and /or other administrators in charge of the building to waive his/her planning period to assume responsibilities of teaching a class in lieu of a substitute teacher. The teacher will be responsible for submitting a time sheet as prescribed by the Board of Education at the end of each day to the building principal noting the periods taught. Teachers will be paid pro-rata at the hourly rate determined as follows:

$$\frac{\text{Teacher Salary}}{\text{Teacher Calendar Days}} = \frac{\text{Daily Rate}}{\text{Seven (7)}} = \text{Hourly Rate}$$

J. Protection of Teachers, Students and Property

1. It is primarily the responsibility of the classroom teacher to maintain the discipline of students assigned to each teacher's class. Every reasonable effort shall be made by the teacher to administer discipline and maintain control of students without the intervention of the administration. Problems of student discipline beyond the ability of the teacher shall be referred to the principal after consultation with the principal, except in those extraordinary circumstances warranting prompt and immediate administrative intervention.
2. Pursuant to Section 3319.41, ORC, physical force may be used by a teacher to protect himself/herself or another teacher and/or student from possible injury, or in an extraordinary case of breach of discipline, to restrain a disruptive pupil, provided the force used is reasonable under the circumstances. Teachers will immediately report all such instances, as well as any cases of assault upon themselves in connection with their employment, to their principal or immediate supervisor in writing, giving in detail the circumstances thereof.

3. This report will be forwarded to the Superintendent. The Superintendent may, in his/her discretion, transmit such report to the Board. The Board and the Superintendent will not interfere with the teacher's right to seek legal redress against any person inflicting injury upon such teacher or destroying such teacher's personal property.
4. Although it is primarily the responsibility of the classroom teacher to maintain the classroom discipline, it is also the responsibility of the administration to establish and consistently enforce policies for the classroom teachers to follow. Therefore, the Board of Education will review and amend its progressive discipline policies for students at all levels. The Board shall then make available to students, teachers and parents a procedure for the discipline, suspension and expulsion of students.
5. A teacher may exclude a pupil from one class period upon the terms and conditions as set forth in 3313.66 of the ORC.
6. Recognizing that parental and community involvement is important to a child's education, it is nevertheless vital to the operation of the school that such involvement be appropriate, consistent, and orderly. To that end, the administration will establish specific written guidelines and enforce these standards of behavior for parents, volunteers and other guests within the school building. These policies will promote a quality educational program while allowing reasonable access to the schools.
7. In the event that an employee suspects child abuse, said employee shall first contact the local enforcement agency or children services agency about the suspected abuse and second, shall tell the principal that he/she has taken this action. The law clearly imposes this mandatory, individual duty upon all school officers and employees.

K. Personnel Files

1. The Board shall comply with the provisions of the Chapter 1347 of the ORC in procedures regulating the keeping and maintaining of personnel files.
2. There shall be established and maintained one (1) official file on all members. This file will be maintained in the Superintendent's Office and will be locked after office hours.
3. The bargaining unit member shall have access to his/her personnel file and shall have the right to copies of the documents contained therein.
4. If and when a member and the Superintendent or his/her Designee agree that certain material in said member's official file is unwarranted, such material shall be removed from the file or corrected.
5. Anonymous letters or materials shall not be placed in a member's file nor shall they be made a matter of record.

L. Providing for Student's Special Needs

1. Any teacher who has a child assigned that cannot take care of his/her own personal bodily needs or must be physically lifted for any reason will not be required to assist that student except in an emergency situation. If a teacher voluntarily agrees to perform any such assistance, then he/she shall be considered to be acting in accordance with Board Policy.
2. Except in emergency situations, no teacher will be required to administer any medicine(s) or perform any medical procedure(s) for student(s). If teachers voluntarily agree to administer any medicine(s), they shall be considered to be acting in accordance with Board Policy.
3. All teachers involved with the education of a handicapped student shall be included in the IEP Conference for that child. Unless the teacher agrees otherwise, all such participation shall be on school time with release time for the affected teacher(s).
4. Special education teachers and classroom teachers shall be provided time, as needed, during the school day, to jointly meet to plan the instructional needs of the included students. At least one day release time shall be granted so that special education teachers may work on IEP's, inclusion, or team-teaching needs. Additionally, clerical support will be provided in coordination with building administrators and/or Coordinator of Special Services for special education teachers to assist them in routine paper work, i.e., notifying parents and other teachers of periodic reviews.
5. Current Standards of Ohio Department of Education will be followed.

M. Complaints Against and Discipline of the Professional Staff

Complaints Against the Professional Staff

Action concerning a complaint by a member of the community other than a student shall be initiated by the following procedure:

1. If requested by the complainant or teacher, a meeting involving the teacher, the principal and the complainant shall be arranged at a mutually convenient time within five (5) working days unless mutually extended to discuss the complaint.
2. If the complaint is unresolved, it may be submitted to the Superintendent.
3. If such conferences do not lead to understanding and resolution of the problems involved, the complainant may pursue further action by submitting in writing to the Board of Education a complaint against a teacher. The Superintendent shall give a copy of such complaint to the teacher.
4. The Board shall take action on such complaint at its next scheduled regular or special meeting which occurs no less than fifteen (15) days from its receipt of such written complaint.

5. The teacher may be represented at any step of this procedure by a representative of his/her choosing. Conferences regarding such complaint shall be private.

Discipline of Professional Staff

1. Disciplinary action of a teacher by a school administrator shall mean written and/or oral reprimand.
2. Discussion of a written reprimand with the responsible administrator shall be in the presence of an Association representative upon the request of the teacher.
3. If the employee is unable to secure representation for a disciplinary meeting scheduled for the same day, such meeting will not take place until the employee is given sufficient time to secure representation.
4. Teachers shall not be verbally reprimanded in the presence of students, parents, other teachers, employees or members of the community unless such verbal reprimand is necessary to maintain the well-being of the school, (including the orderly conduct of school programs), the students, faculty and/or employees.

N. Committees

1. The Board and the Association agree that teachers should participate in the following committees: (1) Calendar; (2) Curriculum; (3) Textbook; (4) Evaluation; (5) In-Service, reviewing and amending current educational problems and to make recommendations to the Board of Education thereon; (6) Local Professional Development Committee.
2. The Board recognizes that a collaborative effort among all Logan-Hocking School employees is essential. Therefore, a Labor-Management Committee will be formed in order to keep lines of communication open, encourage cooperation, and discuss issues of relevance to all parties.
3. With the exception of the Local Professional Development Committee and the Labor-Management Committee, the Association shall have the right to appoint at least 50% of the membership of committees. The Superintendent or his/her designee shall appoint the balance of committee membership.
4. The Local Professional Development Committee (LPDC) will have 14+1 members, comprised of the following: the Director of Personnel and the Director of Instruction will be standing members; one elementary principal and one secondary principal, appointed by the superintendent; the LEA president or his or her designee; one elementary teacher, one middle school teacher and one secondary teacher, elected by the LEA membership. The district's EMIS Coordinator will sit on the LPDC Board, assist the LPDC Chairperson and not have a vote on the LPDC Board. The election will result in two members being selected for each level previously noted. The member receiving the highest number of votes will sit on the LPDC Committee as a voting member of the respective year. The member receiving the second highest number of votes will serve as

an alternate to a voting member and replace a voting member at his/her level during his/her term.

5. All LPDC committee members will be compensated for time spent at the rate of \$15.00 per hour. Storage files and secretarial services shall be provided by the Board of Education.
6. A committee comprised of specialists, regular classroom teachers, and administrators shall be formed to discuss equitable distribution of specials and specialists' schedules. The committee will address these issues prior to and during the transition to the new school buildings and will meet on an as-needed basis afterwards.
7. Master Teacher Committee
 - a. A Master Teacher Committee shall be established for the purpose of designating teachers in the building/district as Master Teachers in accordance with the recommendations of the Ohio Department of Education.
 - b. The Master Teacher Committee shall be comprised of a majority of practicing teachers. The Association shall appoint three (3) teachers to the committee and the Superintendent shall appoint two (2) district administrators.
 - c. The Master Teacher Committee members shall jointly establish a Plan of Operation for the appropriate designation of a Master Teacher, including but not limited to: the time and location of meetings, the application and review process, the dissemination of general information to local Association members, and the appeal procedure.
 - d. All members of the Master Teacher Committee shall be compensated for time spent at the rate of \$15.00 per hour.

O. Tobaccoless School Buildings

All school buildings will be smokeless and tobacco free when required by State or Federal Law.

ARTICLE XVI FORMS

A committee composed of three (3) administrators and three (3) bargaining unit members shall review the following forms and make recommended changes to the parties. The recommended changes shall be submitted to the Board and the Association for ratification. If approved by both parties, they shall be included as part of this agreement:

1. Leaves of Absence
2. Teacher Evaluation Form
3. Teacher Observation Form

ARTICLE XVII
PRINCIPAL EVALUATION

The Association will distribute principal evaluation forms to its members which may be completed by all teachers. All evaluations shall include recommendations for improvement. All completed forms signed and unsigned will be forwarded to the Association President. The Association President will distribute copies of each completed form to the Building Principal and a copy shall be retained for the Association. These completed forms will be forwarded by the second Friday in December to the Building Principal and the Association President. Conferences between the teacher and Building Principal may be held. If requested, the teacher may have association representation.

4. The following shall be determined at the commencement of each meeting prior to proceeding to negotiating items:
 - a. The time, place and date of the next meeting.
 - b. The length of the meeting in session, however, no meetings, except impasse meetings, shall exceed two (2) hours including caucus time, unless mutually agreed upon.
 - c. The agenda for the first meeting shall be oral presentation of the full and entire written proposals of the Association and Board.
 - d. No new issues may be presented for negotiation after the first meeting.
 - e. Items being negotiated will be reduced to writing and the representatives of each side will initial agreed to items which will only indicate their teams pledge to recommend to their respective ratifying groups the items for ratification.
5. When tentative agreement on all items has been reached by both teams, the tentative agreement will be submitted to the Logan Education Association for ratification. The ratified contract must be returned to the Board by the Association within ten (10) calendar days. The Board shall take action at the next regular meeting of the Board but, in any event, within ten (10) calendar days from the date of receipt of the ratified agreement from the Association.
6. The President of the L.E.A. shall sign on behalf of the Association and President of the Board shall sign the contract on behalf of the Board.

ARTICLE III INTERM BARGAINING COUNCIL

1. An Interm Bargaining Council (IBC) shall be established with the effective date of this contract. The IBC shall consist of six (6) members; three (3) members appointed by the Board and three (3) members appointed by the Association. The IBC will be established without delay after the effective date of this contract.
2. The IBC shall have the authority to bargain on issues covered under 4117.08 ORC provided those issues are a response to changes in or new state legislation and/or state Department of Education rules/regulations/ standards passed with an effective date on or after July 1, 1989.
3. Any bargaining during the duration of this contract, except the bargaining for a successor contract, shall be through the IBC. A majority of the IBC shall be required for approval of an addendum to the agreement.
4. Any agreement reached on an issue(s) by the IBC shall become addendums to this contract. If agreement is not reached on an issue(s) by the IBC, no changes shall be made in wages, terms and conditions of employment from those currently in existence.

September 26, 2011

A D D E N D U M

Consent Agenda #1 (Dr. Anzalone)

Proposal #1b

**Board Resolution to Enter Into a New Contract
with the Logan-Education Association**

Whereas, representatives of the Logan Education Association (“LEA”) and representatives of the Board met to negotiate a new contract for teachers of the District;

Whereas, the parties worked together to agree upon terms for an agreement for a new three-year term;

Whereas, the Board desires to approve the tentative agreements between the Board’s negotiating team and the LEA’s negotiating team (the “Tentative Agreements”);

Now therefore, be it resolved that pending approval by the LEA, the Board hereby takes the following actions and approves the Tentative Agreements as follows:

- (1) Rescinds the current negotiated agreement for the period September 27, 2011 through August 31, 2012;
- (2) Approves a new three-year agreement with the LEA for the period September 27, 2011 through September 27, 2014, upon terms set forth in the current negotiated agreement for the 2011-2012 school year and upon terms set forth in the Tentative Agreements for the remaining period; and
- (3) Approves a one-year extension of the negotiated agreement for the term September 27, 2014 through August 31, 2015, upon terms set forth in the Tentative Agreements.

Memorandum of Understanding
Between
The Logan Education Association
And
The Logan - Hocking Board of Education

This memorandum of understanding is between the Logan Education Association and the Logan - Hocking Board of Education. The purpose of this Memorandum of Understanding is to clarify and agree to the provisions relative to the creation of a new supplemental position. The need to create this new supplemental position was precipitated by the fact that The Logan - Hocking Board of Education recently entered into an agreement with Energy Education Incorporated and has authorized the hiring of a part-time Energy Education Specialist. Both parties acknowledge that this position should be an educator and therefore agree to the following:

- The new position will be a supplemental renewable up to four (4) years.
- At the conclusion of the 2013-2014 school year the Board may opt to continue the position or may opt to eliminate the position.
- This supplemental shall be posted as per negotiated agreement.
- This position will be year-round and compensated based on level of responsibilities and time commitment as negotiated between the parties.
- Compensation will be between \$16,000- \$20,000 a year dependent upon the amount of time required to fulfill the requirements of the supplemental contract
- If at the conclusion of the 2013-2014 school year the Board chooses to continue the Energy Education Specialist position then both parties will review and revise job qualifications and rate of compensation as needed and the supplemental shall become part of the Collective Bargaining Agreement in force at that time.

Brenda L. Lemon 10/12/10
Brenda L. Lemon Date
For LEA

Christy A. Bosch 10/12/10
Christy A. Bosch Date
For the Board of Education