



08-27-12
12-MED-02-0165
1358-01
K28639

AGREEMENT BETWEEN

THE BENJAMIN LOGAN EDUCATION ASSOCIATION

AND

THE BENJAMIN LOGAN LOCAL BOARD OF EDUCATION

JULY 1, 2012

THROUGH

JUNE 30, 2014

TABLE OF CONTENTS

ARTICLE 1--PROFESSIONAL NEGOTIATION PROCEDURE	1
ARTICLE 2--SUBSTITUTE TEACHERS	5
ARTICLE 3--INSURANCE.....	6
ARTICLE 4--ASSAULT LEAVE.....	7
ARTICLE 5--CONTRACT TYPES.....	8
ARTICLE 6--CONTRACT	11
ARTICLE 7--CONTINUING MEMBERSHIP.....	12
ARTICLE 8--BUILDING VISITATIONS	12
ARTICLE 9--PERSONAL LEAVE.....	13
ARTICLE 10--MAINTENANCE OF STANDARDS	13
ARTICLE 11--SICK LEAVE	13
ARTICLE 12--PROCESS OF EVALUATION	15
ARTICLE 13--TERMINATION OF CONTRACTS & FAIR DISMISSAL PROCEDURE	15
ARTICLE 14--LUNCH DUTY-FREE.....	15
ARTICLE 15--NONDISCRIMINATION PLEDGE	15
ARTICLE 16--PERSONNEL RECORD FILE.....	15
ARTICLE 17--VACANCIES AND TRANSFERS	17
ARTICLE 18--SCHOOL CALENDAR.....	18
ARTICLE 19--PROFESSIONAL LEAVE	18
ARTICLE 20--ASSOCIATION PROFESSIONAL LEAVE.....	18
ARTICLE 21--REDUCTION IN NUMBER OF TEACHERS.....	18
ARTICLE 22--MILEAGE.....	19
ARTICLE 23--TEACHER DAY	19
ARTICLE 24--GRIEVANCE PROCEDURE.....	19
ARTICLE 25--COMMITTEES.....	23
ARTICLE 26--JURY DUTY	24
ARTICLE 27--SEVERANCE ALLOWANCE.....	24
ARTICLE 28--STRS "PICKUP"--SALARY REDUCTION METHOD.....	24
ARTICLE 29--RESIDENT EDUCATOR PROGRAM	25
ARTICLE 30--ELECTRONIC DEPOSIT	25
ARTICLE 31--CURRICULUM.....	26
ARTICLE 32--MANAGEMENT RIGHTS	26
ARTICLE 33--ATTENDANCE INCENTIVE PREMIUM.....	27
ARTICLE 34--TUITION REIMBURSEMENT	27
ARTICLE 35--FAIR SHARE FEE	28
ARTICLE 36--MASTER'S DEGREE INCENTIVE.....	29
ARTICLE 37--DURATION.....	30
2012-2013 & 2013-2014 CERTIFICATED SALARY SCHEDULE	31
BENJAMIN LOGAN LOCAL--SUPPLEMENTAL SALARY SCHEDULE 12-13 & 13-14....	32
BENJAMIN LOGAN LOCAL--WELLNESS CRITERIA.....	34

ARTICLE 1—PROFESSIONAL NEGOTIATION PROCEDURE

SECTION 1—PURPOSE

It is the purpose of this procedure to establish an orderly manner to consider and resolve issues of concern between the Benjamin Logan Local School District Board of Education and the Benjamin Logan Education Association.

We recognize that providing a high quality education for the children of the Benjamin Logan Local School District is the primary purpose of this school district, and that good morale in the Benjamin Logan staff is necessary for the best education of the children.

SECTION 2—RECOGNITION

The Benjamin Logan Local School District Board of Education, hereinafter referred to as the Board, is recognized as the policy-making body of the local school district, elected as representatives of the people, and directed by Ohio state law in providing educational opportunity to the children of the district.

The Superintendent is recognized as the chief administrator of the local school district and executive agent of the Board. He is further recognized to implement and administer policies set forth by the local board of Education of the district.

The instructional staff is recognized as the employees of the Board certificated or licensed by the Ohio State Department of Education to instruct the children of the district. The members of the instructional staff include classroom teachers, traveling teachers, guidance counselors, and special area teachers, employed on a full-time, part-time, or hourly basis who do not have administrative authority to employ, evaluate, or recommend discharge of members of the negotiation unit, all as specified in Chapter 4117 of the Ohio Revised Code.

The Benjamin Logan Education Association hereinafter referred to as the Association, an affiliate of the Ohio Education Association and the National Education Association, is recognized as the negotiating agent of the instructional staff with the Board for the purpose of professional negotiations in accordance with the provisions herein stated. This recognition shall continue in effect so long as the Association's paid membership contains more than fifty percent (50%) of the total employees in the negotiating unit.

Issues of negotiations are recognized as matters of concern to the Board or Association affecting employment, contracts, working conditions, and salary and fringe benefits. Nothing in this agreement shall, however, abrogate the power of the Board acting in accordance with the laws of the State of Ohio and the procedures set forth therein, to refuse to renew an individual contract or to terminate a contract for cause.

SECTION 3—ASSOCIATION RIGHTS

The Association shall be granted the following organizational rights as the negotiating agent of the instructional staff provided, however, such uses do not interfere with the primary or other proper use of said facilities.

1. To enter into professional negotiation discussions with the Board or its representatives in accordance with provisions of the procedure.
2. Payroll deduction of professional dues including Association, Ohio Education Association, and National Education Association, if requested, by October 1.
3. The Association shall have the use of bulletin boards in all employee workrooms and lounges, the use of the PA system to make necessary announcements, and the right to make Association statements at staff/faculty meetings, and be provided time at each regular Board meeting to address the Board and public.
4. Use of school mailboxes for distribution of Association materials.
5. The Association President shall receive the names, addresses, and phone numbers of any newly hired employees and copies of the financial reports of the District upon request.
6. The Association shall be given time on the first teacher day of each new school year for the purpose of conducting a general meeting and membership drive.
7. The Association President shall be sent copies of the agenda, minutes and any other attachments for each Board meeting prior to the Board meeting.
8. Association representatives may meet with employees during the workday, providing the visit does not interfere with class instruction.
9. Use of buildings and facilities for Association functions in accordance with Board policy in regard to payment of cooks, custodians, etc.
10. Any employee elected to serve in a state (OEA) or national (NEA) office shall be given an unpaid leave of absence with seniority for the period of time they serve in that office. Upon returning to the District, the employee shall be placed in a position for which he/she is certified and will be placed on the next pay level that they received prior to the leave.

SECTION 4 - NEGOTIATING PROCEDURE

- A. Negotiating Teams—The negotiation procedure shall be conducted between representatives of the Board and/or administration, and Association. These representatives shall be known as the Negotiating Teams. Each team may consist of no more than four (4) members, plus a consultant. Each party represented in the negotiating procedure shall determine who will be its negotiating team representatives, but shall not

select members of the other party involved in negotiating procedure. Negotiating team members shall be authorized to negotiate in good faith.

- B. "Good Faith" Negotiations—All negotiating shall be in good faith, meaning: Both parties pledge that they shall consider all issues submitted to the negotiation procedure with an intent to reach agreement.
- C. Negotiating in Executive Session—All negotiating sessions shall be in executive session, meaning: Only members of the negotiating team, consultants, as provided for in this procedure, and others as mutually agreed to by the negotiating teams shall be in the room in which negotiating session is being held.
- D. Length of the Negotiating Period—The negotiating period shall be thirty (30) to sixty (60) calendar days from the first negotiating session. The length beyond the thirty (30) calendar day period shall be mutually agreed upon by both organizations.
- E. Consultants—Either negotiating team may utilize the assistance of consultants at any session to assist in the process. Cost of such consultants shall be borne by the party utilizing such consultants. No consultant to be involved in discussions between teams unless approved by both parties.

Each party will determine the role that their consultants will fulfill for their respective team.

- F. Initiating the Negotiating Procedure— The negotiating procedure may be initiated either by a letter from the Superintendent or designee, to the President of the Association or the President of the Association or designee to the Superintendent.

The letter to initiate the Negotiating Procedure shall include the following:

1. Date of writing.
2. Statement that the purpose is to initiate the Negotiating Procedure.
3. The name of the representative of the requesting party to be contacted to make arrangements for establishing the initial negotiating session.
4. Signature and position of the sender of the letter.

Upon receipt of the letter to initiate the negotiating procedure, the receiving party President shall respond with a letter to the representative of the sending party within five (5) calendar days after the next regular Board or Association meeting, which shall include:

1. Date of writing.
2. Acknowledgement of receipt of letter to initiate the Negotiating Procedure.

3. The name of the representative of the receiving party to contact concerning arrangements for establishing the initial negotiating session.
4. Signature and position of the sender of the letter.

G. The Initial Negotiating Session—The negotiating session dates shall be arranged within ten (10) calendar days of the date of the letter of acknowledgement.

Each party may submit up to ten (10) issues which its representatives propose to negotiate. These issues will be exchanged between representatives of the parties at least five (5) working days during the school year prior to the first scheduled negotiation date. No new issues will be submitted thereafter unless mutually agreed upon by both teams.

H. General Provisions

1. Caucus—Either negotiating team may call for a caucus during a negotiating session. A caucus shall be for a period of twenty (20) minutes, unless otherwise mutually agreed to. If a caucus last longer than twenty (20) minutes, a representative of the caucusing team will return to inform the other team of the approximate time needed.
2. Recess—A recess in the negotiating session may be called for by either team when it is determined that further progress cannot be made at the present session. A recess shall not commence until the time, place, and date have been established for the next session, which shall not be longer than five (5) calendar days from the present session, unless mutually agreed upon by both parties.
3. Ad Hoc Committee—Ad Hoc Committees may be created by the negotiating teams to study a given area and make a report at specified times as directed by the teams.
4. Exchange of Information—The Board and Association agrees to provide the other, upon request, pertinent information to areas that may be discussed during the negotiation period.
5. Progress Reports—Each negotiating team shall be responsible to make periodic progress reports to the respective party they represent during the negotiating period or the public when warranted.
6. Tentative Agreement—As items are discussed and agreement reached, said items shall be reduced to writing and initialed by a representative of each team. This shall denote a tentative agreement. Tentative agreements shall remain part of the proposed negotiated contract, even if either party declares impasse.
7. Members of the Association Bargaining Team shall be released on professional leave without loss of pay to conduct negotiations if mutually agreed upon by both parties.

8. No action to coerce, censor, or penalize any negotiating participant shall be made or implied by any other participant.

SECTION 5—AGREEMENT

- A. Preparing Issues for Presentation to the Association and Board for Approval — When Agreement has been obtained on all issues submitted to the negotiating process, or issues have otherwise been resolved, each issue shall be reduced to writing, to be signed by members of the negotiating teams and presented to the Association within five (5) calendar days of the final negotiating session for its approval. Each issue shall include the following provisions in writing.

1. Provision of the agreement.
2. Date that said provisions are to be implemented.

Once the issues have been approved by the Association, they shall be submitted to the Board for approval at its next regular or special Board meeting. When approved by both parties, the items shall be signed by the president of the Association and the Board and entered into the official minutes of the Board.

SECTION 6—RESPONSIBILITY OF THE NEGOTIATING TEAMS

- A. If, after forty-five (45) days from the date of the initial bargaining session, the parties cannot reach an agreement on all issues being negotiated, either party may request, in writing, that the issues of disagreement be submitted to the Federal Mediation and Conciliation Service (FMCS). If one party requests the services of a mediator, the other party will join in the written request.
- B. The mediator shall have authority to call meetings for the purpose of promoting an agreement between the parties. The mediator has no authority to bind either party to any agreement(s).
- C. If, after thirty (30) days the mediator cannot facilitate an agreement, the parties will have exhausted their contractual impasse procedure. The Association shall have all the rights granted by Section 4117.14(D)(2) of the Revised Code as conditioned and restricted therein.
- D. The time frames in this disagreement procedure may be extended only through mutual agreement by the parties in writing.

ARTICLE 2—SUBSTITUTE TEACHERS

- A. Every reasonable effort shall be made to obtain substitute teachers during the absence of regular teachers.

- B. Every reasonable effort shall be made by the administration to avoid internal substitution. The Board and administration recognize the importance of preparation time, etc., and will not ask a teacher to give up a period unless it is necessary.
- C. Teachers shall be responsible for having lesson plans and materials available for use by substitute teachers.
- D. Teachers in special areas (art, music, and physical education) shall be replaced with substitutes if possible when absent from duty. In the event there are no qualified substitutes in each specific area, the administration shall actively recruit such qualified substitutes.

ARTICLE 3—INSURANCE

- A. The Board will maintain group health, vision and dental insurance plans for its full-time employees, equal to or greater than the current level of benefits. Such coverage is outlined in the Benefit Plan available to each employee.
- B. The Board reserves the right to select and/or change carriers or third—party administrators, and further agrees not to diminish benefits provided during the life of this Agreement.
- C. The Board will pay 82% toward vision and dental coverage monthly premiums.
- D. The District shall offer one (1) medical plan for all employees. This plan shall be a Health Saving Account Plan. The Board will pay 75% toward the monthly premium for single and family coverage. Within the first ten (10) days of January, the Board will deposit into the employee's account the amount earned by the employee in the previous school year, based on the wellness plan criteria (established in May 2012, page 34) met in that previous year. When an employee joins or drops coverage, the amount placed in the employees account is prorated on the Treasurer's calculations, based on a yearly amount of \$1,500 for single coverage and \$3,000 for family coverage. In the event an employee drops coverage, he or she may be liable for the difference of the prorated amount and shall re-pay the district based on the Treasurer's calculations.
- E. All eligible employees shall have the option to participate in a Board-approved IRS 125-Part A (Payroll Reallocation) Program, whereby employee contributions to the cost of insurance adjusts the employee's gross income downward, resulting in potential tax savings to the employee. Choice of which company will administer the program rests solely with the Board. If the foregoing Payroll Reallocation Program is nullified by subsequent governmental action, the Board will be held harmless and provision E of Article III of the Agreement will be null and void.
- F. Insurance Advisory Committee

The Insurance Advisory Committee shall consist of three (3) representatives chosen by the Board and three (3) from the Association, and shall meet two (2) times a year: once in September and once in June for the purpose of sharing information and concerns.

Dates and times of the meetings are to be mutually agreed upon by the Superintendent and the BLEA President.

- G. An employee who has a spouse who is eligible for healthcare benefits through another entity may not have healthcare benefits coverage extended to the employee's spouse through the healthcare benefits offered by the Board, unless the employee pays an additional \$85 per month. Additionally, if the Board employs both spouses on a full-time basis and the couple does not have dependent children, both husband and wife must enroll in the single healthcare plan offered by the Board.
- H. Any employee who is enrolled in the healthcare plan offered by the Board on July 1, 2007, and who elects to drop the coverage and obtain coverage through a spouse's plan, shall be eligible to receive an annual payment of \$1,000. If the employee resumes coverage through the healthcare plan offered by the Board, then the payment in lieu of insurance shall be reduced on a pro rata basis.
- I. Effective January 1, 2009, any employee collecting retirement benefits from State Teachers Retirement and employed by the Board may purchase employer sponsored medical, dental, and vision insurance. The Board shall pay \$100 towards the monthly single premium for medical and dental coverage. The Board shall pay \$225 towards the monthly family premium for medical and dental coverage. The board shall pay 82% vision coverage monthly premiums. The Board will deposit in to the employee's account the amount earned by the employee in the previous school year, based on the wellness plan criteria met in that previous year. All Current retired employees will be grandfathered into current insurance plan.
- J. Employees collecting retirement benefits from State Teachers Retirement or School Employees Retirement shall not be eligible for employer sponsored life insurance.
- L. Effective October 1, 2011, any spouse that is eligible for Medicare is not eligible to be on the District's Insurance Plan. If a spouse is on the plan and becomes eligible for Medicare, the spouse is no longer eligible for the district's plan the first day of the month in which the spouse becomes eligible for Medicare.
- K. The Wellness Committee will consist of four (4) BLEA members, two (2) classified members, one (1) administrator, Superintendent, Treasurer, and one (1) member from the Board's insurance administrating firm.

ARTICLE 4—ASSAULT LEAVE

A school employee may be absent from duty under the provision of Sick Leave, Personal Leave, and other types of leave provided by statute and other administrative procedures. In addition to the above, a school employee may also be absent from duty due to an assault which occurs in the course of employment.

In order to qualify for assault leave, which shall not be charged against sick leave or against other leave granted under the Ohio Revised Code, the following guidelines should be observed:

1. The incident, resulting in the absence due to the physical disability of the employee to perform the duties for which he/she has been employed, must have arisen out of a situation determined to have been within the scope of the employment with the Board.
2. The determination as to whether or not the physical disability is a result of an assault that occurred in the course of Board employment shall be made by the Board. However, the employee must secure certified data as to the injuries sustained, from a person licensed to practice medicine, if requested by the Board. The Board shall pay a maximum of one hundred dollars (\$100) for such examination.
3. If the preceding determinations are established to have been a physical disability resulting from an assault which occurred in the course of Board employment, the period of time the employee will be maintained on a full-pay status during the period of such absence shall be until the employee is eligible to return to duties similar to the duties the employee was employed for prior to the physical disability resulting from the assault or one of the following limiting factors:
 - a) The end of the employee's limited term contract if within less than one year from the date of the assault.
 - b) The resignation of the employee prior to one year from the date of the assault.
 - c) The determination of the eligibility for Disability Retirement benefits by the retirement system prior to one year from the date of the assault.
 - d) The termination of the contract between the employee and the Board by any other method prior to one year from the date of the assault.
4. The return of any employee on authorized assault leave to duty shall be predicated on the establishment by the employee of his/her fitness to return to duty following the same method assault leave was authorized in the first instance. The Board shall pay a maximum of one hundred dollars (\$100.00) for such examination.

ARTICLE 5—CONTRACT TYPES

Consideration for new contract status for pay purposes shall be as follows:

- A. Each teacher who has completed training which would qualify him/her for a higher salary bracket shall do so by September 15 and January 15 of each school year. The teacher will be placed in the proper salary bracket only when an official transcript is on file in the office of the Benjamin Logan Board of Education. All credits earned must be from fully accredited colleges and universities. Course work that is to be used for salary considerations on the agreed schedule shall have been approved by the Superintendent.

B. Contract Status Non-Tenured Staff—The contractual procedures for the employment and reemployment of non—tenured certificated/licensed staff members shall be as follows:

1. All teachers new to the district shall be granted a one (1) year limited contract.
2. All teachers who have successfully completed two (2) one-year limited contracts of teaching in the district, and who have been recommended by the Superintendent, shall be granted a two (2) year limited contract.
3. All teachers who have successfully completed a two (2) year limited contract and who have been recommended by the Superintendent, shall be granted a three (3) year limited contract.
4. All teachers who have successfully completed a three (3) year limited contract, and who have been recommended by the Superintendent, shall be granted a three (3) year limited contract.
5. All teachers who have successfully completed the second three (3) year limited contract and have not obtained a masters degree, and who have been recommended by the Superintendent, shall be granted a one (1) year limited contract.
6. All teachers who have successfully completed a five-year limited contract and who have been recommended by the Superintendent shall be granted a three-year limited contract.
7. All teachers who were granted a three-year limited contract pursuant to Paragraph 6, above, and who have subsequently successfully completed a three-year limited contract and who have been recommended by the Superintendent, shall be granted another three-year limited contract.
8. Article 5 (B) (1)-(5) shall not apply to teachers covered by Article 5 (B) (6)-(7).
9. Article 5 (B) (6)-(7) shall apply only to those teachers who were covered by a five-year limited contract during the 2007-2008 school year.
10. When a teacher has met or anticipates meeting the criteria for a continuing contract, said teacher must notify the Superintendent and building principal by October 1st of the teacher's final year of his/her limited contract in order to be considered for a continuing contract for the following year.
11. The Board at its option may interrupt this sequence at anytime and issue a one-year limited probationary contract. This interruption is limited to the extent that the one-year probationary contract must be issued with reasons and a plan for improvement. Upon successful completion of this one-year probationary contract, the teacher shall receive the next multi-year contract listed in the above sequence.

- C. Certification/Licensure Documents—The Board and its administrators shall act with reasonable promptness in processing documents required by the Ohio Department of Education in the ordinary course of teacher certification/licensure. It is the responsibility of each teacher to have on file in the office of the Superintendent a copy of his/her current certification/licensure papers and official transcripts of all college credits. These documents must be on hand by September 15th of each school year whether or not they affect the teacher's pay status. Failure to have such documents on hand will cause the Board to hold all paychecks until such time as proper credentials are received.
- D. Additionally, teachers must provide appropriate written documentation of military service or teaching service by September 15 in order to receive credit for that school year.
- E. Local Professional Development Committee
 - 1. The Local Professional Development Committee is established for the purpose of determining whether coursework taken by a teacher meets the requirements of the State Board of Education standards for a license renewal. The LPDC will oversee and review Professional Development Plans for coursework, continuing education, and/or other equivalent activities.

For any changes to occur in this Section E, the BLEA members of the LPDC must be incorporated with the BLEA Negotiating Team, and be a part of that team during any negotiations about the LPDC, which occur.

- a) An Individual Professional Development Plan (IPDP) is based on the needs of the educator, the students, the school, and the school district and must be submitted for approval to the LPDC for conversion to a license.
- 2. There shall be at least five (5) total members on the committee: at least three (3) teacher members selected by the Association members of their building and two administrators appointed by the Superintendent. There shall be a majority of teacher members on the LPDC. The length of terms for committee members shall be determined by the LPDC and listed in its By-Laws for Operation.
 - a) The Association shall select all teacher members to the LPDC and any alternates (non-voting) or any replacements to the committee, if vacancies occur. The Association shall also determine the length of the service of those representatives, the provisions for which shall appear in its By-Laws for Operation.
 - b) Administrative members of the LPDC shall be a building principal, alternate (non-voting), and one other person designated by the Superintendent.
- 3. Compensation: LPDC members will be compensated for their work on the committee in the form of a stipend for any committee activity beyond the regular workday or school year. Committee members shall be approved and reimbursed

at the current IRS rate per mile for all expenses incurred in pursuit of their LPDC duties outside the school district.

- a) Service on an LPDC may be approved as one of the equivalent activities for license renewal.
4. All procedures that enable the LPDC to execute its work shall appear in its governing document entitled: By-Laws for Operation. Any matters not appearing in the above-titled document shall be governed by applicable statute(s).
- F. Any employee collecting retirement benefits from State Teachers Retirement or School Employees Retirement and employed by the Board shall be placed at step 8 on the salary schedule. Column placement shall correspond with the employee's educational level. These employees shall be employed for three (3) consecutive years before moving to the next step.
- a) Such teachers shall be entitled to all terms and conditions of the Agreement with the following caveats:
 - 1. The employer shall contribute the statutorily prescribed amount, which it had historically contributed towards a member's retirement pension, to an annuity available through the STRS.
 - 2. For purposes of seniority when considering transfers and reduction in force such above-described members shall be considered as new employees to the District and their seniority date shall be their most recent date of hire.
 - 3. Such teachers shall be permitted to continue to accrue all or part of the sick leave. However, at the time of the teachers' initial retirement, they shall be required to cash out their sick leave in accordance with the applicable provisions of Article 27.
 - 4. Upon separating from the District, they shall be entitled to a severance payment.
 - b) The provision listed in subsection a (1, 2, 3, and 4) above shall be applicable to certificated individuals who are employed at the BLS D after having retired from other school districts under the jurisdiction of STRS.

ARTICLE 6—CONTRACT

- A. In the event the Board decides not to reemploy a teacher for the succeeding school year, it shall notify that individual of its intent, on or before April 30th.

Salary notices will be issued to bargaining unit members on or before July 15th. Salary notices shall contain the following:

Teacher's name
School year
List of pay periods
Salary category (column and step)

The Superintendent will notify affected staff of change in assignment by July 20 of each year. In emergency situations, the Superintendent reserves the right to make necessary adjustments in assignments after July 20. For purposes of the administration of this provision, "emergency" shall mean the sudden and unanticipated vacancy in a bargaining unit position directly related to the Superintendent's intended action. In order to avoid problematic effects of reassignment, the Superintendent shall meet with teacher(s) and a BLEA representative(s) to discuss the reason for the emergency change of assignment(s).

- B. A supplemental contract for extra assignment in accord with Section 3319.08 of the Revised Code will be issued in a reasonable time period following approval by the Board.
- C. The Board is not required to fill all supplemental contract positions listed. For those positions for which contracts are issued, comparable experience shall be granted for comparable service on the supplemental salary schedule.

ARTICLE 7—CONTINUING MEMBERSHIP

Teachers shall sign and deliver by September 10, to the Board, an authorization for requesting membership dues of the recognized Association and its affiliates. Such authorization shall begin the first pay in October and continue in equal installments (2 times per month) with final payment to be deducted the second pay in July. The deductions shall continue in effect until such time as said teacher gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.

A representative of the Association shall have access at reasonable times to the record of authorization and cancellations kept by the Treasurer.

ARTICLE 8—BUILDING VISITATIONS

The Association President and/or a designee who is an Association member, and/or the UniServ Consultant shall have the right to visit this district's schools. Upon arrival in the building, the person shall report his/her presence to the Building Principal or the Principal's designee, the purpose of the visit and his/her destination in the building. Visitation shall not interfere with the normal duties of any teacher. Visits that are made to discuss specific problems with the Building Principal should be arranged in advance. Visitors shall act in accordance with Board Policy and/or administrative rules and regulations while in the building. All meetings will be arranged in appropriate locations by the Principal or designee.

ARTICLE 9—PERSONAL LEAVE

- A. Employees may have three (3) personal days per school year. The Association and the administration encourage all employees to use personal leave in such a manner that is not in ethical conflict with professional duties. Personal leave is non-accumulative. However unused personal days shall, at the conclusion of the school year, be converted to sick leave days. If the teacher is unable to convert the unused personal day(s) to sick leave because the teacher has reached the maximum sick leave accumulation allowed pursuant to Article 11, then the teacher shall be paid \$80 for each unused personal day.
- B. Requests for personal leave should ordinarily be made in writing to the appropriate building principal five (5) school days in advance of the date for which leave is desired. However, personal leave shall not be denied if requested as a result of unanticipated events, as determined by the building principal, which necessitate its use.
- C. With respect to any of the three (3) days, the administration may deny approval if the administration knows or expects that at least ten percent (10%) of the teaching staff in that building will be absent on that particular day (rounding up to the nearest whole number; ex. = 10% of 23 teachers = 3 teachers). The administration may also deny approval if the requested days coincide with any grade-wide testing days.
- D. Requests for personal leave days during the last ten school days of the school year shall be submitted to the Superintendent.
- E. Leave will not be applicable to days before or after a school or legal holiday (a school holiday will be defined as a day not in session, excluding Saturday and Sunday), or to extend a vacation period.
- F. One-half (1/2) day personal leave may be taken prior to or after a school or legal holiday if employee is present to work the one-half (1/2) day immediately prior to or after school or legal holiday. (The intent is not to extend a vacation or holiday period.)
- G. Teachers who receive the designation of Master Teacher are eligible for one Master Teacher Compensatory Leave Day per school year.

ARTICLE 10—MAINTENANCE OF STANDARDS

For the duration of this contract, the Board shall maintain all terms and benefits of employment at not less than the level in effect as of the effective date of this contract.

Code 4117.08 of the Public Employees Collective Bargaining Laws and Rules can be recognized as criteria for the Benjamin Logan Board of Education for legal maintenance of the school district.

ARTICLE 11—SICK LEAVE

- A. Teachers shall be granted sick leave at a rate of one and one-fourth (1-1/4) days per month for a maximum of fifteen (15) days per year.

- B. Sick leave may accrue to a maximum of two hundred sixty (260) days. Upon employment, teachers new to the district will be credited previously accumulated sick leave up to the maximum permitted by this school district provided that such employment (at Ben Logan) takes place within ten (10) years of the date of the last termination from public service.
- C. A teacher employed for the first time in Ohio will be advanced five (5) days. Said advance will be in effect the first four (4) months of service only, and the maximum annual accumulation shall be based upon the formula found in the above paragraph.
- D. Employees may use sick leave, upon approval of the responsible administrative officer, for absence due to the employee's illness, injury, pregnancy, or exposure to contagious disease.
- E. Sick leave may be used for illness in the employee's immediate family, which for this purpose, shall be defined as: spouse, child, parent, grandparent, sibling, grandchild, or in-law. A person who clearly stands in the same relationship with the employee as any of those persons specified, may be included at the discretion of the Superintendent. The Superintendent may also grant additional sick leave when deemed necessary.
- F. Employees may use up to six (6) weeks of sick leave immediately after the birth or adoption of a child in order to bond with the child. Eligibility for this benefit shall begin once the child is born or after the employee takes legal custody of the adopted child.
- G. Five (5) days sick leave may be used in the event of a death in the employee's immediate family. Immediate family here includes those identified in the preceding paragraph. The Superintendent may grant additional sick leave for this purpose when deemed necessary.
- H. A day of sick leave may be used for the purpose of attending the funeral of a relative not provided for in the above paragraph. In the event of a death of a friend/colleague, an employee may use one (1) day of personal leave or two (2) days of sick leave, which equals one (1) bereavement day for the purpose of attending the funeral of a friend/colleague with attached obituary.
- I. Teachers will furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave. If medical attention is required, the teacher's statement shall list the name and address of the attending physician and the dates when he was consulted. Nothing in this section shall be construed to waive the physical-patient privilege provided by Section 2317.02 of the Revised Code. Falsification of a statement is grounds for suspension or termination under Section 3319.16 of the Revised Code.
- J. A teacher who has exhausted all accumulated paid leave as a result of a catastrophic illness or injury of a temporary nature may be granted additional sick leave days through the donation of accumulated unused sick leave by other bargaining unit members who volunteer to do so in accordance with the following guidelines:
 - a) The teacher who seeks donated sick leave must have been absent from work for at least twenty (20) consecutive workdays as a result of the

catastrophic illness or injury. Donated days may be applied to the twenty (20) day eligibility period;

- b) A teacher who meets or will meet the criteria set forth above shall notify the Superintendent of his/her desire to request sick leave donations. If the request is approved by the Superintendent, he shall so advise the BLEA President, in writing, who shall then notify the bargaining unit members of the donation opportunity;
- c) Teachers who have a balance of at least fifty (50) sick leave days may donate one or two of their sick leave days by submitting a signed letter to the Treasurer. Donations must be received by the Treasurer within ten (10) calendar days of the Superintendent's approval of the donation request referenced above. Donation will be accepted in units of up to twenty (20) days;
- d) Donated sick leave may not result in an increase in severance pay.
- e) Unused donated sick leave shall not be returned to the donor and will be removed from the recipient's sick leave balance.

ARTICLE 12—PROCESS OF EVALUATION

The professional staff of the Benjamin Logan Local School District believes that teacher evaluation should improve the instructional program. It should document the strengths as well as the weaknesses of the staff. It should also improve the learning environment for the students. The Board's evaluation policy also provides a reasonable means for assessing whether or not to renew or to continue a teacher's contract and to make other personal decisions.

The Board and certified staff members agree to follow the evaluation process used in 2011-2012 for the 2012-2013 school year.

A committee of four teachers and four administrators will be formed for the selection of new teacher language and the development of a new evaluation instrument. The teacher members will have up to two (2) release days (and additional days if approved by the Superintendent) for the committee's meetings. The committee shall be authorized to utilize consultant(s), credentialing trainers, etc. as it deems appropriate (with the Superintendent's consent if there is a cost), and the cost, if any, shall be borne by the Board. The committee will be formed and meet by October 1, 2012. At the first meeting, a timeline will be devised so the new language and evaluation instrument can be developed over the 2012-2013 school year. The committee by consensus shall recommend forms and procedures in accordance with HB 153 to the Association and the Board and thereafter follow the Board's evaluation policy, which will be adopted in accordance with ORC 3319.111.

ARTICLE 13—TERMINATION OF CONTRACTS & FAIR DISMISSAL PROCEDURE

Teacher contracts shall be terminated in accordance with R.C. 3319.16, as it is written as of the March 1, 2012. This shall be the exclusive method for terminating teacher contracts.

ARTICLE 14—LUNCH DUTY-FREE

A teacher will be granted at least thirty (30) consecutive minutes for lunch each school day. No school activity shall be required for the teacher during this period.

ARTICLE 15—NON-DISCRIMINATION PLEDGE

There will be no discrimination, restraint, or coercion by either the Board or the Association, or by an agent or representative of either party, against any employee.

Such ban shall include genetic discrimination and shall be defined as follows: The employer and/or its agents shall not utilize information gained from genetic screening, micro-array analysis, genetic markers, or any other genetic information about an employee and/or a member of the employee's family, in executing decision concerning employment or contract renewal.

Such genetic information that may be available to the employer and/or its agents shall not be shared with any other person or body without the written consent of the employee.

ARTICLE 16—PERSONNEL RECORD FILE

- A. There will be established and maintained one (1) official file on all professional teaching staff members. This file will be maintained in the central administration office and should be locked when not in use.
- B. Personnel files are public record and are open to anyone upon request. The Board will retain confidentiality with respect to items that are required to be confidential by law, for example, social security numbers, annuities, and medical information.
- C. Any changes in staff member's status shall be made part of this record. (Change of residence, marital status, degrees, or hours of credits, etc.).
- D. Bargaining unit members will receive copies of evaluations, documents related to Article 12, Section 6 – Framework for Improvements, discipline, and parental letters before such items are placed in the member's file.
- E. The teacher shall have the opportunity to reply to such material in a written statement to be attached to the copy. Any material to be filed will be marked "personnel file".
- F. If an employee has completed three (3) years of satisfactory performance following the placement of the material in his/her personnel file critical of his/her competence,

character, or manner, the teacher may request that his/her file be reviewed by the teacher and administrator in charge of the personnel file, and upon mutual agreement said material shall then be removed from the file and destroyed.

- G. Anonymous materials shall not be placed in a staff member's file nor be made a matter of record.
- H. Personnel record files shall include, but not be restricted to, the following:
 - a) Application for employment, including references
 - b) Contract and salary status
 - c) Copy of current certificate
 - d) Official transcripts
 - e) Written evaluation and classroom visitations
 - f) Military service and/or previous experience
 - g) Letters of commendation or praise
 - h) Awards for professional or civic achievement

ARTICLE 17—VACANCIES AND TRANSFERS

A. POSTING AND VACANCIES

All vacancies and new positions shall be posted in each building office and on the District web page for a period of ten (10) calendar days. The District shall also e-mail all vacancies and new positions to all BLS D staff e-mail accounts. A vacancy is defined as any position resulting from a retirement, nonrenewal, termination, death, transfer, or the creation of a new position. The Board reserves the right at all times to determine whether to fill any vacancy.

B. VOLUNTARY TRANSFERS AND REASSIGNMENTS

1. Voluntary transfer shall be initiated by filing a written request with the Superintendent or his/her designee. Such requests will be kept on file until September 1 of the next school year.
2. All teachers who have requested a position change will be interviewed and considered. Final decisions on transfers and/or reassignments shall be the responsibility of the Superintendent or his/her designee. A request for transfer cannot be a guarantee that the request will be granted.

ARTICLE 18—SCHOOL CALENDAR

- A. The Board, through its Superintendent, has the responsibility for determining the school calendar within statutory limitations.
- B. The Superintendent will provide the President of the Association a proposed school calendar before its formal acceptance by the Board. There shall be a minimum of two weeks allowed for consideration, receipt of suggestions and requests that the Association may wish to make concerning the proposed school calendar.
- C. Suggestions and requests of the Association concerning school calendar will be submitted to the Board for their consideration prior to setting the calendar.
- D. It is the preference that days missed beyond the state mandated calamity days shall be made up at the end of the adopted school year.

ARTICLE 19—PROFESSIONAL LEAVE

A teacher may apply on forms approved by the Board for professional leave. Professional leave days may be granted for workshops, in-service or seminars directly related to the teacher's classroom for extracurricular duties.

Teachers who are granted professional leave shall receive their regular pay.

Prior approval for reimbursement must be obtained from the Superintendent. In order to be reimbursed, a teacher must present receipts and a mileage statement to the Treasurer.

All professional leave must receive prior approval from the Superintendent or his/her designee. Requests must be submitted through the building principal to the Superintendent five (5) school days prior to the requested leave.

ARTICLE 20—ASSOCIATION PROFESSIONAL LEAVE

A total of eight (8) days may be used by the Association to attend meetings related to business such as OEA and COTA meetings. This is an aggregate number.

ARTICLE 21—REDUCTION IN NUMBER OF TEACHERS

The Board may suspend teachers' contracts in accordance with ORC 3319.17 as it is written on March 26, 2012, which includes the following language: The Board shall not give preference to any teacher based on seniority, except when making decisions between teachers who have comparable evaluations. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

ARTICLE 22—MILEAGE

Any teacher who, as a part of the teaching assignment, is required to travel shall be compensated at the then current IRS rate for reimbursement. The teacher shall keep an accurate log of all mileage accumulated and turn the log in to the Building Principal monthly.

ARTICLE 23—TEACHER DAY

- A. The teacher's day shall be a maximum of seven (7) hours and thirty (30) minutes, including lunch (as mandated in RC 3319.072).
- B. The teacher's week shall include planning and preparation time which shall not be less than the Minimum standards as listed in OAC 3301-35-05 (A)(9).
- C. All attempts will be made by the administration to avoid conducting meetings during planning and preparation times.
- D. IEP and IAT meetings may extend beyond the bargaining members' workday. Bargaining unit members may be permitted, after prior approval from the building principal, to leave school immediately after student dismissal. The amount of early release time shall equate to the amount of time spent in the IEP and IAT meeting that extended beyond the regular workday. In order to be eligible for the early release time, bargaining unit members must submit timesheets, which reflect the extended time worked, to the building principal.
- E. The work year shall include at least three (3) teacher work days to be scheduled as follows: one (1) prior to the start of the school year, one (1) during the semester change, and one (1) as the last day of the school year. Meetings on these days shall not exceed two (2) hours on any of these workdays unless agreed upon by the majority of the parties involved.
- F. All attempts will be made to conduct special education meetings before and after school; if meetings occur on teacher workday, total of all meeting time on any given day shall not exceed 4 hours.
- G. Teachers shall not be required to administer medications for any students on a regular basis.

ARTICLE 24—GRIEVANCE PROCEDURE

The Board and Association recognize that it is in the interest of both parties to establish a grievance procedure. The procedure will be available to all personnel represented by the bargaining unit. It is understood that there will be no reprisals of any kind taken against any staff member initiating or participating in the procedure.

DEFINITIONS:

- A. A "contract grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
- B. A "policy grievance" is an alleged violation of Board policies or administrative rules and regulations not included in the Master Agreement, teacher wages, hours and conditions of employment.
- C. "Contract grievances" may be processed through binding arbitration.
- D. "Policy grievances" may be processed to the Board of Education only. The decision of the Board at this stage is final and binding on the parties and non-arbitrable.

PURPOSE:

The purpose of this procedure shall be to obtain at the lowest administrative level, and in the shortest period of time, equitable solutions to grievances that may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

RIGHTS OF THE GRIEVANT AND THE ASSOCIATION:

- A. The Association will designate one representative for processing grievances in each building.
- B. The President of the Association shall receive prior notice of each meeting held to resolve a grievance formally filed. Such notice shall be given to the President of the Association.
- C. No records, documents or communications concerning a grievance shall be placed in the personnel file of any teacher. At all times, the confidentiality of such material will be maintained as confidential information and will be available only to the Superintendent and President of the Association, subject to section 143.49 of the Revised Code.
- D. All grievances shall be filed at the lowest possible level. The lowest possible level means the level of the grievance procedure at which the administrator deciding the grievance has the authority to make a decision.
- E. Hearings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present.
- F. The Association, as such, shall have the right to file a grievance, if the subject matter involved concerns:
 - 1. An alleged violation of the negotiated contract as respects rights or privileges granted to the Association, its officers or its representatives.

2. An alleged violation of the negotiated contract as respects a matter affecting two or more members of the bargaining unit.
- G. Nothing in this contract shall bind the Association from exercising discretion in deciding to pursue or not to pursue a grievance at any level. A grievance may be withdrawn at any level without prejudice or record.
- H. A grievant may appear on his own behalf or may be represented at any and all steps of the grievance procedure by the bargaining agent, or by attorney, or by any other person of the aggrieved's choice, except that the aggrieved may not be represented by an officer or employee of any teacher's organization other than the recognized bargaining agent.
- I. A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination or reprisal.

TIME LIMITS:

- A. The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties involved.
- B. If any grievance is not initiated at level two within ten (10) days after the grievant knew or reasonably should have known of the event or condition upon which it is based, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such. However, if a condition is recurring, the ten (10) day limit will be applied to the most recent occurrence.
- C. All grievances must be appealed to the next formal level within ten (10) days
- D. "Days" shall be defined as full working days during the school year.

INFORMAL STEP – STEP ONE

If a grievant believes there is a basis for a grievance, the grievant should first discuss the matter with an immediate supervisor in an effort to resolve the problem informally. The President of the Association shall be notified of the time and place of such meeting by the grievant.

FORMAL PROCEDURE FOR 'CONTRACT GRIEVANCE'

A. LEVEL ONE:

In the event the teacher is not satisfied with the disposition of the grievance at the Informal Procedure level, or if no decision has been rendered by the principal within five (5) days after the discussion of the grievance referred to in the Informal Procedure, the teacher may file the grievance in writing with the principal using the prescribed form. The written grievance must be submitted to the principal or immediate supervisor within ten (10) days of the occurrence of the grievance. Within five (5) days of the filing of the grievance, the principal or immediate supervisor will meet with the grievant in an effort to resolve it. A written answer shall be given to the grievant within five (5) days after such meeting.

B. LEVEL TWO:

1. In the event that the aggrieved person(s) is not satisfied with the disposition of the grievance at Level One, the teacher or Association may then initiate the grievance at Level Two within five (5) days after receiving the disposition of the grievance at Level One.
2. The Superintendent or his/her designee will, within five (5) days, conduct a hearing concerning the grievance. The Superintendent or his/her designee shall make a written decision within five (5) days of such hearing. In the event no decision is forthcoming in the prescribed time, the grievance shall proceed to the next level.

C. LEVEL THREE:

If the aggrieved is not satisfied with the disposition at Level Two, then they may initiate Level Three of this procedure, within five (5) days, by giving written notice to the Superintendent of its desire to go to arbitration. The arbitrator shall be chosen from a list provided by the American Arbitration Association (AAA).

Selection and hearing shall be in accordance with the voluntary rules and regulations of the AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing with a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall expressly confine himself/herself to the precise issue(s) so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the decision. The cost for arbitration shall be paid by the losing party.

MISCELLANEOUS:

- A. The "aggrieved" is a bargaining unit member claiming an alleged violation, misinterpretation or misapplication of any provision of the Master Agreement.
- B. Nothing contained herein will be construed as limiting the right of any teacher having a complaint or problem to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted using the grievance procedure without intervention of the Association, provided the adjustment is not inconsistent with the terms of this contract and the Association has been given the opportunity to be present at such adjustment and to state its views.
- C. Failure to appeal the grievance within the time limits specified shall further bar the grievance.
- D. Forms for filing and processing grievances shall be available in all buildings.

FORMAL PROCEDURE FOR "POLICY GRIEVANCE"

- A. Level One – Same as Level One procedure found above under "Contract Grievance".

- B. Level Two – Same as Level Two under “Contract Grievance”.
- C. Level Three – Same general procedure as found under “Contract Grievance”, but the Board shall serve in place of an arbitrator. The Board’s decision is binding.

ARTICLE 25—COMMITTEES

A. Faculty/Administrative Council

Faculty/Administrative Council: The Board and the Association, recognizing the value of faculty input for consideration in decision making, will create the Benjamin Logan Schools’ Faculty/Administrative Council to be headed and directed by the Superintendent. Representation on the council shall be 3 bargaining unit members per building, as appointed by the Association President.

Representation on the Council shall be established through mutual agreement.

The Council will meet at mutually agreeable time in October, January, March, and May.

The Faculty/Administrative Council will provide input from its members at the January meeting concerning the school calendar for the following year.

The Faculty/Administrative Council will provide, if necessary, requests from its members at the March meeting concerning supplemental salary schedule changes and/or revisions for the following school year.

B. Master Teacher Committee

- 1. A Master Teacher Committee shall be established for the purpose of designating teachers in the district as Master Teachers.
- 2. The Master Teacher Committee shall be comprised of a majority of practicing teachers. The committee shall be comprised of five (5) members: Three (3) eligible Association members appointed by the Association in a manner to be determined by the Association and two (2) administrators.

C. Credit Flex Policy Committee

- 1. The Credit Flex Policy Committee will be established by the BLSD. Association members will be represented on this committee.

ARTICLE 26—JURY DUTY

Teachers called to jury duty should promptly inform the Treasurer of the Board and their building principal.

The full pay of the employee shall be allowed for such service provided the check received by the member for jury service is endorsed payable to the Board of Education. Payment will be made only when the employee presents certification from the court that the employee served or was called for possible selection.

The request for exemption from jury duty shall rest solely with the teacher.

Time taken off for jury duty shall not be charged to/against sick leave or personal leave.

ARTICLE 27—SEVERANCE ALLOWANCE

Teachers shall be awarded as severance pay twenty-five percent (25%) of all the sick days they have accumulated. The maximum number of days that can be awarded as severance pay shall be sixty-five (65). Additionally, teachers shall receive an additional \$100.00 per year for each year of Benjamin Logan service. However, teachers who retire when first eligible to retire with 30 years of service under STRS rules and submit written notice of retirement by January 1 of the year of their retirement (and the Board acts on the retirement before February 1 in the year of retirement) shall receive forty percent (40%) of all their accumulated sick days

ARTICLE 28—STRS “PICKUP” – SALARY REDUCTION METHOD

The Board and the Association herewith agree that the School District shall “pick-up” all of the contributions which, in accordance with Chapter 3307 of the *Ohio Revised Code*, are required to be paid by members of the unit (“employee contributions”) to the State Teachers Retirement System (“STRS”). The pick up of employee contributions to STRS shall constitute only an assumption and payment of the employee contribution to STRS in accordance with Section 414(h)(2) of the Internal Revenue Code (a “salary reduction” pickup); and shall be reported to STRS as an employee contribution. Accordingly, such pickup shall not (i) increase the gross annual compensation of members of the unit covered by the pickup, (ii) increase the contribution which is required to be paid by the School District to STRS in accordance with Chapter 3307 of the *Ohio Revised Code*, or (iii) otherwise be considered compensation of the member of the unit for any purpose. No member shall have the option of receiving a cash payment or other compensation in lieu of the pickup of his or her employee contribution to STRS. If the provisions of the Internal Revenue Code (and rulings and Attorney General Opinions thereunder) which authorize such pickup are altered or amended, or the taxation of picked up amounts is changed after execution of this agreement, the Board and School District shall be held harmless from any liability which may result from such changes.

ARTICLE 29—RESIDENT EDUCATOR PROGRAM

When the Resident Educator Program is implemented utilizing Benjamin Logan employees and is not administered by the Educational Service Center, the Ohio Resident Educator Program shall be followed. The building principal and the Resident Educator Program Coordinator will annually select qualified mentors. Mentors who are selected and who perform their mentoring responsibilities satisfactorily shall be paid \$500.00.

ARTICLE 30—ELECTRONIC DEPOSIT

Salary Checks

The Board of Education shall electronically deposit all payroll checks and proof of deposit shall be e-mailed to each employee.

Deductions

Only the following deductions from paychecks shall be made without prior written authorization of the employee:

1. Federal, state, city and school district income taxes
2. Retirement
3. Court ordered deductions

Only the following deductions from paychecks will be made upon a signed, written authorization:

1. Personal group insurance as already established
2. Employee's cost for district involved medical insurance
3. Tax sheltered annuities:

The employee remains at all times responsible for any tax consequences as a result of the employee's decision to establish or change the amount of any tax-sheltered annuity. In the event the Treasurer and/or the Board of Education are assessed any taxes, charges, penalties or interest as a result of the deductions by an employee which exceed or contravene the Internal Revenue Code limitations and regulations, those amounts shall be reimbursed by the employee to the Treasurer or Board of Education as long as such taxes, charges, penalties or interest do not accrue due to negligence by the Board or its agents.

4. Professional dues
5. 125 Plan

NOTE: "Administrative expenses" are any fees charged back by the credit union to the Treasurer's office.

ARTICLE 31—CURRICULUM

Teachers who are requested by the Superintendent or his/her designee to score local competency based education or Ohio Graduation Test (OGT) and Ohio Achievement Test (OAT) testing samples and/or work on curriculum committees shall be granted time to do such within the work day.

If work is completed outside the normal school day, teachers shall be compensated at the rate of \$24.00 per hour.

ARTICLE 32—MANAGEMENT RIGHTS

The Board of Education has the right and responsibility to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 33—ATTENDANCE INCENTIVE PREMIUM

Any member of the certified staff with one hundred percent (100%) attendance during the school year will receive a two hundred twenty-five dollar (\$225.00) premium to be paid no later than July 10 of each year. There will be a deduction of seventy-five dollars (\$75.00) for each sick leave day and/or personal leave day used, to the maximum of two hundred twenty-five dollars (\$225.00). This action shall not be affected by those who have been granted professional or Association leave.

ARTICLE 34—TUITION REIMBURSEMENT

The Benjamin Logan Local Board of Education shall pay tuition reimbursement for semester/quarter hours of graduate or undergraduate credit to certified personnel already possessing a degree, subject to the following conditions or limitations:

1. The maximum allowance shall be three hundred dollars (\$300.00) per semester hour and two hundred dollars (\$200.00) per quarter hour.
2. Reimbursement shall be made on submission of an official transcript or grade card of credit hours earned or the actual grade report from the accredited educational institution. This report or transcript shall be presented to the Superintendent for approval of payment. In order to be eligible for reimbursement, the teacher must submit the grade report or transcript within 16 weeks of completing the coursework.
3. Only grades A, B or S will be reimbursed.
4. This provision shall not apply if compensation is received from some other source such as federal or state grants, scholarships or other types of compensation not specifically listed.
5. The amount reimbursed to the certificated person applying for the compensation will not exceed the amount that was paid to the educational institution for tuition, based on proof of payment (credit card statements, receipts, canceled checks, etc).
6. Only courses that pertain to the certificated/licensed person's related educational/teaching field will be subject to reimbursement. The intent of this Article is that all course work is related and of benefit to the professional teaching curriculum of the school district and the individual teacher's assignment.
7. The sum of forty thousand dollars (\$40,000) shall be allocated during each fiscal year for disbursement for this program. In the event that a greater number of teachers with courses become eligible, the \$40,000 will be allocated among all teachers eligible on a per course-hour basis.
8. If a teacher elects to leave the school district, he/she forfeits this contract provision. All reimbursements shall be paid for the prior school year by the tenth of October.

ARTICLE 35—FAIR SHARE FEE

The Association shall have the right to assess non-members a representation fee. Said fee shall be in conformance with the internal rules and regulations of the Association.

Certified employees will have the options of:

1. Joining the Association and enjoying all the rights of NEA/OEA/COEA/BLEA membership.
2. Not joining the Association and paying the representation fee, which shall be not more than one hundred percent (100%) of the unified dues of the Association. Members who select the representation fee forfeit the following rights:
 - a. Holding Association office or committee positions
 - b. Voting privileges on Association contracts
 - c. Receipt of interest-free loans in the event of a teacher strike

Notice of the amount of the annual fair share fee shall be transmitted by the Union to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of the determining amounts to be payroll-deducted and the employer agrees to promptly transmit all amounts deducted to the Association.

Payroll deductions of these fees shall commence the second regular pay in January and be deducted in equal amounts over the remainder of the pay periods left in the year, concluding the second pay in August. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of sixty days employment in a bargaining unit position or January 15.

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

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

Teachers who elect membership per item 1 above, shall sign and deliver by September 10, to the Board, an authorization for requesting membership dues of the recognized Association and its affiliates. Such authorization shall begin the first pay in October and continue in equal installments (2 times per month) with final payment to be deducted the second pay in August. The deductions shall continue in effect until such time as said teacher gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates. A representative of the Association shall have access at reasonable times to the record of authorization and cancellations kept by the Treasurer.

ARTICLE 36—MASTERS DEGREE INCENTIVE

To encourage more advanced levels of teaching, Benjamin Logan Local Schools will provide a one time stipend for teachers who earn a Masters Degree or an additional 30 semester hours beyond a Masters Degree according to the following principles.

1. Academic teachers of grades 5-12 earn a Master's Degree in one of the areas they are certified in and teach.
2. Academic teachers of grades K-4 earn a Master's Degree in one of the four core academic areas:
 - i. Math
 - ii. Science
 - iii. Social Studies
 - iv. Language Arts (Reading or Writing)
3. Vocational teachers earn a Master's Degree in one of the areas they are certified in and teach.
4. Fine Arts teachers earn a Master's Degree in one of the areas they are certified in and teach.

Upon completion of a Master's Degree in the appropriate area with transcript approval, Benjamin Logan Local Schools will issue a one time \$1,600 stipend to be paid in July of that year.

ARTICLE 37—DURATION

This agreement is hereby ratified by both the Benjamin Logan Local Board of Education and the Benjamin Logan Education Association and shall be effective from July 1, 2012 through June 30, 2014.

Under Revised Code Chapter 4117, any changes in wages, hours, terms or conditions of employment are subject to midterm bargaining, provided the parties mutually agree.

FOR THE BOARD:

William Ramsey
President

Lori Potts
Superintendent

Rob Fuchs
Treasurer

Shari Rice
Administrator

Melora Johnson
Administrator

FOR THE ASSOCIATION:

Kevin Powell
BLEA President

Lois A. Steele
Member

Marge Jenkins
Member

Shirley Smith
Member

Benjamin Logan Education Association ratified on May 30, 2012.

Benjamin Logan Local Board of Education ratified on June 1, 2012.

**BENJAMIN LOGAN LOCAL SCHOOL DISTRICT
2012-2013 and 2013-2014 Certificated Salary Schedule**

32,300	B	B/150	M	M+15
0	32,300	33,592	35,369	37,145
1	33,592	35,207	37,145	39,212
2	34,884	36,822	39,083	41,279
3	36,176	38,437	41,021	43,347
4	37,468	40,052	42,959	45,414
5	38,760	41,667	44,897	47,481
6	40,052	43,282	46,835	49,548
7	41,344	44,897	48,773	51,615
8	42,636	46,512	50,711	53,683
9	43,928	48,127	52,649	55,750
10	45,220	49,742	54,587	57,817
11	46,512	51,357	56,525	59,884
12	47,804	52,972	58,463	61,951
13	48,127	53,618	59,109	62,630
14	48,450	54,264	59,755	63,308
15	49,258	54,910	60,563	64,568

Longevity Stipend

Step 20 - \$1,350

Step 25 - \$1,625

Step 30 - \$2,125

One Time Payment (Half to be paid at the end of each semester)

* Year is defined as "Years in STRS Service"

2012-2014 Supplemental Salary Schedule

32,300							
Index	Increment	Position	0	1	2	3	4
0.14	0.0115	Head Football Coach Head Basketball Coach - Girls Head Basketball Coach - Boys	4,522	4,893	5,265	5,636	6,008
0.125	0.0097	Head Wrestling Coach	4,038	4,351	4,664	4,977	5,291
0.102	0.008	Head Baseball Coach HS Track Coach - Girls HS Track Coach - Boys Head Volleyball Coach Head Softball Coach Head Soccer Coach - Girls Head Soccer Coach - Boys	3,296	3,553	3,811	4,070	4,328
0.09	0.0076	Assistant Football Coach x 6 Reserve Basketball Coach - Girls Reserve Basketball Coach - Boys	2,907	3,149	3,392	3,634	3,876
0.075	0.0065	Head Golf Coach - Girls Head Golf Coach - Boys Head Cross Country Coach - Girls First Robotics Advisor HS Yearbook Head Cross Country Coach - Boys Marching Band Director	2,423	2,632	2,842	3,052	3,262
0.07	0.006	Head Bowling Coach - Boys Head Bowling Coach - Girls HS Show Choir	2,261	2,423	2,649	2,842	3,036
0.06	0.0055	HS Cheerleader Coach - BB HS Cheerleader Coach - FB Assistant Volleyball Coach Freshman Basketball Coach - Girls Freshman Basketball Coach - Boys Freshman Volleyball Coach Freshman Baseball Coach Freshman Softball Coach HS Assistant Track Coach X 2 - Boys HS Assistant Track Coach X 2 - Girls Assistant Baseball Coach X 2 Assistant Softball Coach X 2 Assistant Wrestling Coach X 2 Assistant Soccer Coach - Girls Assistant Soccer Coach - Boys Head Weight Room Coordinator Events Manager X 2 HS Musical Director	1,938	2,116	2,293	2,471	2,649
0.055	0.005	MS Football Coach x 4 MS Volleyball Coach x 2 MS Basketball Coach (Girls) x 2 MS Basketball Coach (Boys) x 2 MS Track Coach - Girls MS Track Coach - Boys MS Wrestling Coach x 2	1,777	1,938	2,100	2,261	2,423
0.045	0.0045	HS Musical Orchestra Director Assistant Weight Room Co. X 3	1,454	1,599	1,744	1,890	2,035

Index	Increment	Position	0	1	2	3	4
0.04	0.0025	HS Teaching Assistant Coordinator MS Assistant Track Coach - X 2 Frosh / JV Cheerleader Coach - BB Frosh / JV Cheerleader Coach - FB MS Cheerleader Coach - BB MS Cheerleader Coach - FB MS / HS Assistant Cross County Coach HS Assistant Marching Band HS Intramural Director MS Intramural Director LPDC Secretary	1,292	1,373	1,454	1,534	1,615
0.035	0.0025	Junior Class Advisor x 2 High School Play Director x 2 MS Yearbook Advisor Elementary Yearbook Guard/Majorette/Flag Advisor JETS (Jun. Engineering Tech Society) HS Student Government x 2	1,131	1,211	1,292	1,373	1,454
0.025	0.0015	Key Club Advisor HS Dance Team Coach MS Newspaper Advisor Link Crew Advisor x 2 Future City Advisor Math Counts Advisor Global Gateways x 2 Middle School Art Club Elementary Art Club MS Student Council Advisor MS Builders Club National Honor Society Advisor MS Straight "A" Advisor Senior Class Advisor x 2	808	856	904	953	1,001
0.02	0.001	Academic Advisor HS Ohio Model UN x 2 MS Ohio Model UN x 2 Freshman Class Advisor x 2 Sophomore Class Advisor x 2	646	678	711	743	775
0.02	0.0015	LPDC Member LPDC Chair + 10%	646	694	743	791	840
0.013	0.0025	HS Ass't Musical Director HS Musical Technical	420	501	581	662	743

Teachers Overnight Outdoor Ed/8th Grade trip, Etc... - \$50.00 per night
Teachers substituting in classroom- \$25.00 per 80 minutes / \$20.00 for 45 minutes / \$15.00 for 35 or 40 minutes
(All else prorated)

Summer School - \$25.00 per hour

Technology Assistants - \$20.00 per hour (Not to exceed 300 hours per building)

Master Teacher Application read by a committee member - \$30.00 Stipend

Credit Flex Application read by a committee member - \$30.00 Stipend per review

Credit Flex teachers will receive \$30.00 per test graded.

Teachers who supervise independent study or demonstrating mastery will receive \$210.00 per student.

Wellness Plan

2012-2013 School Year

Participation	Single	Family
0%	500	1,000
Medical Exam	1,500	3,000
Add Eye exam	+50	+100
Add Dental Exam	+50	+100

**Both member & Spouse

Items for Participation

- Annual Physical
- Annual Dentist visit
- Annual Eye Exam
- Attend 1 educational session offered by BOE
- Reach minimum point level with points structure/system

2013-2015 School Years

Participation	Single	Family
0%	125	250
20%	250	500
40%	375	750
60%	500	1,000
80%	575	1,125
100%	875	1,750

Items for Results based (**Based on guidelines)

- BMI
- Tobacco usage
- Blood pressure
- Cholesterol
- Glucose

2013-2015 School Years

Participation	Single	Family
0%	125	250
20%	250	500
40%	350	750
60%	500	1,000
80%	575	1,125
100%	875	1,750

** Participation for family is defined by the lowest percentage of the employee or spouse.

Example 1:

*employee meets 3 of 5 criteria in one area and 4 of 5 in the other
Spouse meets 4 of 5 criteria in one area and 4 of 5 in the other
District would deposit \$2,125 (\$1,000 & \$1,125) into account*

Example 2:

*employee meets 5 of 5 criteria in one area and 4 of 5 in the other
Spouse meets 5 of 5 criteria in one area and 4 of 5 in the other
District would deposit \$2,875 (\$1,750 & \$1,125) into account*